



City of Salisbury

CITY COUNCIL AGENDA



Monday, January 13, 2014
Government Office Building

6:00 p.m.
Room 301

Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:03 p.m. INVOCATION/MEDITATION AND PLEDGE OF ALLEGIANCE

6:10 p.m. COMMUNITY ORGANIZATION PRESENTATION -
Tim Sherman, Chief Operating Officer, Maryland Capital Enterprises (MCE)

6:20 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:25 p.m. CONSENT AGENDA – City Clerk Kim Nichols

- November 18, 2013 closed session minutes (in separate envelope) 1a
- December 2, 2013 work session minutes 1b
- December 9, 2013 regular meeting minutes 1c
- December 16, 2013 closed session minutes (in separate envelope) 1d
- December 16, 2013 special meeting minutes 1e
- December 16, 2013 work session minutes 1f
- Resolution No. 2359 - accepting a donation from Donna Faw for a memorial park bench 1g
- Resolution No. 2360 - extending Acting Status for Acting City Administrator M. Thomas Stevenson 1h
- Resolution No. 2361 - extending Acting Status for Acting Neighborhood Services/Code Compliance Director Susan Phillips 1i

6:30 p.m. AWARD OF BIDS – Assistant Director of Internal Services – Procurement & Parking Jennifer L. Miller 2

- Change Order #1 to Contract No. 114-13 – Mill Street Bulkhead

6:35 p.m. RESOLUTIONS – Acting City Administrator M. Thomas Stevenson

- Resolution No. 2362 - establishing a Foreclosure Task Force to establish, evaluate and review the City's response to foreclosures and to recommend appropriate policies and/or legislation to address the impact of foreclosures in the City 3a

6:45 p.m. **PUBLIC HEARING / RESOLUTIONS** - Merritt Mill Road/ Smith Annexation

- Resolution No. 2356 – approving the Merritt Mill Road/Smith Annexation 3b
- Resolution No. 2357 – approving the annexation plan for the Merritt Mill Road/Smith Annexation 3c

7:15 p.m. ORDINANCES – City Attorney Mark Tilghman

- Ordinance No. 2272 – 2nd reading - rezoning property (former Linens of the Week property) located on the Northerly side of Anne Street and on both sides of Short Street from General Commercial to R-5a Residential 4a
- Ordinance No. 2274 – 1st reading – to amend Subsection 15.24.490 General Definitions of the Property Maintenance Code of the City of Salisbury to add a definition for “blight” 4b

7:25 p.m. PUBLIC COMMENTS

7:30 p.m. ADJOURNMENT

**Copies of the agenda items are available for review
in the City Clerk’s Office
Room 305 – City/County Government Office Building
410-548-3140
or
on the City’s web site
www.ci.salisbury.md.us**

City Council meetings are conducted in open session unless otherwise indicated. All or part of the Council’s meetings can be held in closed session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland 10-508(a), by vote of the City Council.

Proposed agenda items for January 27, 2014 (subject to change)

- Ordinance No. 2274 – 2nd reading – to amend Subsection 15.24.490 General Definitions of the Property Maintenance Code of the City of Salisbury to add a definition for “blight”
- Ordinance No. ____ - 1st reading – establishing a Stormwater Utility
- Ordinance No. ____ - 1st reading – an ordinance of the City of Salisbury approving a budget amendment of the FY14 General Fund to appropriate funds received from the Speed Camera Program for the purchase of nine (9) electronic control devices (ECD)
- Resolution No. ____ - to amend Article XVI, Section SC 16-3 of the Charter of the City of Salisbury, Maryland to permit Procurement preferences when authorized by ordinance

Posted: January 8, 2014

1 CITY OF SALISBURY
2 WORK SESSION
3 DECEMBER 2, 2013
4

5 Public Officials Present
6

Council Vice President Laura Mitchell Mayor James Ireton, Jr. (left at 5:30 p.m.)
Councilwoman Eugenie P. Shields Councilman Timothy K. Spies
Councilwoman Terry E. Cohen (arrived 4:40 p.m.)

7
8 Public Officials Not Present
9

Council President Jacob R. Day

10
11 In Attendance
12

13 City Clerk Kimberly R. Nichols, CMC, Interim City Administrator M. Thomas (Tom) Stevenson, Jr., City
14 Attorney Mark Tilghman (left at 6:10 p.m.), Interim Director Neighborhood Services and Code
15 Compliance Susan Phillips, Internal Services Director Keith Cordrey, Public Works Director Michael
16 Moulds, interested citizens, and members of the press.

17 -----
18 The City Council convened in Work Session at 4:30 p.m. in Council Chambers of the Government
19 Office Building.
20

21 Council Vice President Laura Mitchell reported that Council President Day was on his honeymoon in
22 Hawaii and informed Council she had received a request from Administration to pull the first two items
23 from the agenda (1301 West Road/Zenora Dutton Annexation and Changes to the Composition of the
24 Housing Board of Adjustments & Appeals). Council had no objections to do so.
25

26 **Definition of Blight in the Property Maintenance Code**
27

28 Interim Director Neighborhood Services and Code Compliance Susan Phillips joined Council at the table
29 to discuss the changes to the draft ordinance. She reported finding updates to the definition of *blight* in
30 2010 when Mr. Stevenson was involved in the review, but the progress terminated in 2011.
31

32 Ms. Phillips handed out a copy of an ordinance passed by the City of Frederick, Maryland which briefly
33 defines *blight* (copy attached and made part of these minutes).
34

35 Council reached unanimous consensus to advance the ordinance to the January 13, 2014 Legislative
36 Session for first reading.
37

38 **Update on Merrifield Apartments**
39

40 Ms. Phillips updated Council on the condition of a unit at the Merrifield Apartments at Ms. Cohen's
41 request. She reported high levels of mold in the apartment due to a leak. Neighborhood Services & Code
42 Compliance had issued a corrective action letter to the owner of the apartment complex stating that the
43 mold and restoration of the air quality had to be complete by December 22, 2013.
44

45 Following completion of the work, the owner must have it approved by a certified mold inspector.
46 Council discussed the notion that although the source of the problem was identified and corrected, more
47 in-depth inspections of all of the apartments in the complex may be required.
48

49 **Maryland Smart Energy Communities**

50
51 Public Works director Mike Moulds joined Council at the table to discuss the qualifications and process
52 required for Salisbury to become a Maryland Smart Energy Community, and the resolution of support
53 needed in order to apply for the grant. The application deadline is December 19, 2013 and the resolution
54 would need to be approved at the December 9, 2013 Legislative Session.
55

56 Council unanimously agreed to advance the resolution to the December 9, 2013 Legislative Session.
57

58 **Comcast Service Rate**

59
60 Internal Services Director Keith Cordrey joined Council to discuss the Comcast rate filing. He distributed
61 an additional copy (attached and made part of these minutes), as the original memo in the packet
62 contained a typographical error (the current rate for Limited Basic Service is \$16.95, but erroneously was
63 quantified as \$19.95 in the original memo). The City of Salisbury will receive notification by Comcast
64 thirty (30) days prior to any rate increase.
65

66 Council reached unanimous consensus to advance the resolution and public hearing to the December 9,
67 2013 Legislative Session.
68

69 **Draft Audit Report**

70
71 Pam Baker, auditor with Barbacane, Thornton, and Company, LLC (BTC) joined Mr. Cordrey at the
72 table to highlight the draft audit report ending June 30, 2013. She noted that BTC was not completely
73 finished reviewing the footnotes and statistical sections, and the entire draft was still being reviewed by
74 both BTC and City staff.
75

76 Council reached unanimous consensus to schedule the 2013 audit presentation for the December 9, 2013
77 Legislative Session. The final audit report will be available electronically prior to the meeting.
78

79 **General Discussion**

80
81 Council unanimously agreed to cancel the December 23, 2013 Legislative Session after discussing the
82 agenda with Messrs. Cordrey and Stevenson.
83

84 Vice President Mitchell adjourned the Work Session at 6:32 p.m.
85

86 _____
87 City Clerk

88
89 _____
90
91 Council President

**THE CITY OF FREDERICK
MAYOR AND BOARD OF ALDERMEN**

ORDINANCE NO: G-13-20

AN ORDINANCE concerning

Receivership of blighted buildings

FOR the purpose of creating procedures under which the City may petition the District Court for appointment of a receiver to rehabilitate blighted structures, to demolish blighted structures, or to sell blighted structures and associated real property to qualified buyers.

BY renaming

Chapter 12.5, "Housing"
The Code of the City of Frederick

to be

Chapter 12.5, "Real Property: Maintenance and Sale"
The Code of the City of Frederick

BY adding

Chapter 12.5
Article II
The Code of the City of Frederick, 1966 (as amended)

WHEREAS, the Board of Aldermen desires to reduce the incidence of nuisances within the City related to blighted structures;

WHEREAS, the Board of Aldermen desires to reduce the incidence of fire hazards within the City related to such structures;

WHEREAS, the Board of Aldermen believes that the creation of a procedure under which a receiver will be appointed to rehabilitate, demolish, or sell blighted structures and associated real property is beneficial to promoting public safety and promotes community welfare.

SECTION I. NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FREDERICK that Chapter 12.5 of The Code of the City of Frederick is renamed to be "Real Property: Maintenance and Sale".

SECTION II. BE IT FURTHER ENACTED AND ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FREDERICK that Chapter 12.5, Article II of The Code of the City of Frederick, 1966 (as amended) is hereby added to read as follows:

- (B) identifies and states the qualifications of the proposed receiver, if other than the Director.
- (c) **Respondents.** The petition for appointment of receiver must name as respondents:
 - (1) the owner of the property;
 - (2) any mortgagee or lienholder; and
 - (3) the plaintiff in any proceeding that was timely filed under the Annotated Code of Maryland, Tax-Property Article, § 14-833, and for which the time for securing a decree of foreclosure has not yet expired.
- (d) **Failure to name respondents.** Failure to name a person described in subsection (c) of this section does not prevent the action from going forward, but does prevent the receiver's lien for expenses incurred in rehabilitating the blighted structure, demolishing the blighted structure, or selling the blighted structure, and prevents the receiver's lien from having priority over that person's lien interest.

§ 12.5-4. Judgment creditors and lien holders.

- (a) **Notice.** Within 10 days after filing the petition, the Director must give notice of the pendency and nature of the proceedings by regular and certified mail to the last-known addresses of all judgment creditors and lien holders with a recorded interest in the blighted structure or the property.
- (b) **Intervention.** Within 30 days of the date on which the notice was mailed, a judgment creditor or lien holder may apply to intervene in the proceeding and request to be appointed under § 12.5-6 of this article.

§ 12.5-5. Effect of failure to give notice.

Failure to give any required notice to any interested person under this chapter does not prevent the action from going forward, but does prevent the receiver's lien for expenses incurred in rehabilitating the blighted structure, demolishing the blighted structure, or selling the blighted structure, and prevents the receiver's lien from having priority over that person's lien interest.

§ 12.5-6. Appointment of owner, etc. instead of receiver.

- (a) **Appointment of owner.** Instead of appointing a receiver to rehabilitate a blighted structure or to sell the property, the court may permit an owner, mortgagee, or other person with a legal ownership interest in the structure to rehabilitate or demolish it, if that person:
 - (1) demonstrates ability to complete the rehabilitation or demolition within a reasonable time, as specified by the Court;
 - (2) agrees to comply with a specified schedule for rehabilitation or demolition; and

- (c) **Buyer qualifications.** Before any sale, the applicants to bid in a public sale or the proposed buyer in a private sale must demonstrate the ability and experience needed to rehabilitate the blighted structure within a reasonable time.
- (d) **Application of sale proceeds.** After deducting the expenses of the sale, the amount of outstanding taxes and other government assessments, and the amount of the receiver's lien, the receiver must apply any remaining proceeds of the sale, first to the petitioner's costs and expenses, including reasonable attorney's fees, and then to the liens against the property in order of priority. Any remaining proceeds will be paid to the person or persons who owned the property prior to the sale.

§ 12.5-10. Tenure of receiver appointed to rehabilitate.

The tenure of a receiver appointed to rehabilitate a blighted structure may extend no longer than 2 years after rehabilitation. Any time after rehabilitation, any party to the receivership may file a motion to dismiss the receiver on payment of the receiver's outstanding costs, fees, and expenses. At the end of the receiver's tenure, the receiver must file a final accounting with the court.

§ 12.5-11. Receiver's lien for costs, etc.

- (a) **Assessment.** Any costs or fees incurred by the receiver shall be assessed as a lien on the property and shall be entered on the tax records kept by the City and shall be collectible as are taxes. The lien has priority over all other liens and encumbrances, except taxes or other government assessments. The receiver must allow the petitioner's costs and expenses, including reasonable attorney's fees, to be paid to the extent that the proceeds of the sale permit.
- (b) **Foreclosure of lien.** A receiver may foreclose on the lien by a sale of the property at public auction, following public notice and notice to interested parties in the manner of a mortgage foreclosure. After deducting the expenses of the sale, the receiver must apply the proceeds of the sale to the liens against the property, in order of priority. In lieu of foreclosure, and only if the receiver has rehabilitated the structure, an owner may pay the receiver's costs, fees, including attorney's fees, and expenses or may transfer all ownership in the property to either the receiver or an agreed-on third party for an amount agreed to by all parties to the receivership as being the structure's and property's fair market value.

§ 12.5-12. Transfer on sale.

Following court ratification of a sale, the receiver must sign a deed conveying title to the buyer, free and clear of all encumbrances.

§ 12.5-13. Dismissal.

Following sale of the property, the receiver must file with the Court a final accounting and, at the same time, a motion to dismiss the action.

SECTION III. BE IT FURTHER ENACTED AND ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FREDERICK that in the event any provision, section, sentence, clause, or

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-334-3028
Fax: 410-548-3192

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
INTERIM CITY ADMINISTRATOR

To: Tom Stevenson, Interim City Administrator

From: Keith Cordrey, Director of Internal Services *kc*

Date: 11/14/2013

Re: Comcast Rate Filing

The City of Salisbury received from Comcast, Forms 1240 and 1205 which calculate the maximum permitted rate for Limited Basic Service and maximum permitted rates for equipment and installation of service, based on FCC regulations. The Department of Internal Services staff has discussed these documents with Joseph Lance, Senior Director Regulatory/Compliance, and is satisfied that the calculations of the regulated rates are reasonable and consistent with FCC regulations.

As calculated in Form 1240, the Maximum Permitted Rate for Limited Basic Service for this term period is calculated at \$ 19.96. This is an increase of \$ 2.82 from the prior year maximum permitted rate of \$ 17.14. It should be noted that the current rate for Limited Basic Service is \$ 16.95. Comcast will notify us 30 days prior to when any rate increases for Limited Basic Service will take place.

As calculated in Form 1205, the attached 2013 Installation and Equipment Rates have been established for the current term period. The noted rate decreases identified in the Operator Selected Rate column will go into effect January 1, 2014. Comcast will notify us 30 days prior to when any rate increases will take place.

If you have any questions, please let me know. Thank you.

2013 INSTALLATION AND EQUIPMENT RATES

Comcast

TYPE OF SERVICE	MAXIMUM PERMITTED RATE (Current)	MAXIMUM PERMITTED RATE (New)	OPERATOR SELECTED RATES
Hourly Service Charge*	\$ 33.81	\$ 33.23	\$ 33.23
Installation-Unwired Home (within 125 feet)	43.20	43.17	\$ 43.17
Installation-Prewired Home (within 125 feet)	33.36	32.33	\$ 32.33
Installation Additional Outlet-Connect Initial	13.88	13.35	\$ 13.35
Installation Additional Outlet-Connect Separate	32.76	32.18	\$ 32.18
Other Installation-Relocate Outlet-Initial	15.38	13.36	\$ 13.36
Other Installation-Relocate Outlet-Separate	31.04	28.59	\$ 28.59
Other Installation-Upgrade (non-addressable)	25.27	26.32	\$ 26.32
Other Installation-Downgrade (non-addressable)	12.77	12.09	\$ 12.09
Other Installation-Upgrade/Downgrade (addressable)	1.99	1.99	\$ 1.99
Connect VCR-Connect Initial	10.85	7.94	\$ 7.94
Connect VCR-Connect Separate	21.09	16.39	\$ 16.39
Remote Control (All Units)	0.21	0.18	\$ 0.18
Converter Box 1 (Basic Service Only - Non-HD)	2.50	2.21	\$ 2.21
Converter Box 1 (Basic Service Only - HD)	2.50	2.21	\$ 2.21
Converter Box 2 (All Others Excluding Basic Only and DTA)	4.00	3.50	\$ 3.50
Converter Box 3 (DTA)	1.48	1.30	\$ 1.30
CableCARD	1.15	1.00	\$ 1.00
Customer Trouble Call	30.90	32.12	\$ 32.12
Activate Pre-Existing Outlet-Initial	6.36	5.64	\$ 5.64
Activate Pre-Existing Outlet-Separate	20.11	22.06	\$ 22.06

* Non-standard installations are based on the hourly service charge times actual time spent on the activity



Comcast Cable
200 Cresson Boulevard, P.O. Box 989
Oaks, PA 19456

September 30, 2013

James Ireton, Jr.
Mayor
City of Salisbury
125 North Division Street
Salisbury, MD 21801

RE: 2013 FCC Form 1240 and Form 1205 Filings
City of Salisbury
CUID # MD 0013

Dear Mr. Ireton:

Attached are FCC Form 1240, Annual Update Form, and Form 1205, Determining Costs of Regulated Cable Equipment and Installation.

As you know, this advance notification is required by the FCC rules. The process utilized in preparing the FCC forms 1240 and 1205 has not changed from the prior year.

The calculations shown in this notification reflect the maximum permitted rates under FCC rules. The Operator Selected Rate (OSR) for the Basic Service tier is noted on Line I10 of the FCC Form 1240. The actual installation and equipment rates which will be implemented are noted on the "2014 Installation and Equipment Rates" schedule. The Basic Service Tier, installation and equipment rate increases noted (if any) will not be implemented before January 1, 2014. Although these are our planned rate changes, we also want to preserve our rights for the coming year under the current rules.

If you have any questions regarding the attached documents or if further information is required, please call me at (610) 650- 3057.

Sincerely,

Joseph Lance
Senior Director Regulatory Accounting
Comcast Cable

**FCC FORM 1240
UPDATING MAXIMUM PERMITTED RATES FOR REGULATED CABLE SERVICES**

Cable Operator:

Name of Cable Operator Comcast of Delmarva, LLC		
Mailing Address of Cable Operator 200 Cresson Blvd.		
City Oaks	State PA	ZIP Code 19456

1. Does this filing involve a single franchise authority and a single community unit?

YES	NO
X	

If yes, complete the franchise authority information below and enter the associated CUID number here:

MD0013

2. Does this filing involve a single franchise authority but multiple community units?

YES	NO
	X

If yes, enter the associated CUIDs below and complete the franchise authority information at the bottom of this page:

--

3. Does this filing involve multiple franchise authorities? **NO**

If yes, attach a separate sheet for each franchise authority and include the following franchise authority information with its associated CUID(s):

Franchise Authority Information:

Name of Local Franchising Authority City of Salisbury		
Mailing Address of Cable Operator 125 North Division Street		
City Salisbury	State MD	ZIP Code 21801
Telephone number	Fax Number	

4. For what purpose is this Form 1240 being filed? Please put an "X" in the appropriate box.

- a. Original Form 1240 for Basic Tier
- b. Amended Form 1240 for Basic Tier
- c. Original Form 1240 for CPS Tier
- d. Amended Form 1240 for CPS Tier

X

5. Indicate the one year time period for which you are setting rates (the Projected Period).

TO	
01/01/14	12/31/14

 (mm/yy)

6. Indicate the time period for which you are performing a true-up.

TO	
08/01/12	07/31/13

 (mm/yy)

7. Status of Previous Filing of FCC Form 1240 (enter an "x" in the appropriate box)

- a. Is this the first FCC Form 1240 filed in any jurisdiction?
- b. Has an FCC Form 1240 been filed previously with the FCC?

YES	NO
	X
	X

If yes, enter the date of the most recent filing:

--

 (mm/dd/yy)

- c. Has an FCC Form 1240 been filed previously with the Franchising Authority?

YES	NO
X	

If yes, enter the date of the most recent filing:

09/28/12

 (mm/dd/yy)

8. Status of Previous Filing of FCC Form 1210 (enter an "x" in the appropriate box)

	YES	NO
a. Has an FCC Form 1210 been previously filed with the FCC?		X
	If yes, enter the date of the most recent filing: _____ (mm/dd/yy)	

	YES	NO
b. Has an FCC Form 1210 been previously filed with the Franchising Authority?	X	
	If yes, enter the date of the most recent filing: 01/02/96 (mm/dd/yy)	

9. Status of FCC Form 1200 Filing (enter an "x" in the appropriate box)

	YES	NO
a. Has an FCC Form 1200 been previously filed with the FCC?		X
	If yes, enter the date filed: _____ (mm/dd/yy)	

	YES	NO
b. Has an FCC Form 1200 been previously filed with the Franchising Authority?	X	
	If yes, enter the date filed: 08/15/94 (mm/dd/yy)	

10. Cable Programming Services Complaint Status (enter an "x" in the appropriate box)

	YES	NO
a. Is this form being filed in response to an FCC Form 329 complaint?		X
	If yes, enter the date of the complaint: _____ (mm/dd/yy)	

11. Is FCC Form 1205 Being Included With This Filing

	YES	NO
12. Selection of "Going Forward" Channel Addition Methodology (enter an "x" in the appropriate box)	X	

Check here if you are using the original rules [MARKUP METHOD].

Check here if you are using the new, alternative rules [CAPS METHOD].

If using the CAPS METHOD, have you elected to revise recovery for channels added during the period May 15, 1994 to Dec. 31, 1994?

	YES	NO
		X

13. Headend Upgrade Methodology

**NOTE: Operators must certify to the Commission their eligibility to use this upgrade methodology and attach an equipment list and depreciation schedule.*

Check here if you are a qualifying small system using the streamlined headend upgrade methodology.

Part I: Preliminary Information

Module A: Maximum Permitted Rate From Previous Filing

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
A1	Current Maximum Permitted Rate	\$17.135				

Module B: Subscriberhip

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
B1	Average Subscriberhip For True-Up Period 1	8,007				
B2	Average Subscriberhip For True-Up Period 2					
B3	Estimated Average Subscriberhip For Projected Period	8,007				

Module C: Inflation Information

Line	Line Description		
C1	Unclaimed Inflation: Operator Switching From 1210 To 1240		1.0000
C2	Unclaimed Inflation: Unregulated Operator Responding to Rate Complaint		1.0000
C3	Inflation Factor For True-Up Period 1 [Wks 1]		1.0141
C4	Inflation Factor For True-Up Period 2 [Wks 1]		
C5	Current FCC Inflation Factor		1.0124

Module D: Calculating the Base Rate

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
D1	Current Headend Upgrade Segment					
D2	Current External Costs Segment	\$0.5994				
D3	Current Caps Method Segment					
D4	Current Markup Method Segment	\$0.0500				
D5	Current Channel Movement and Deletion Segment	(\$4.2909)				
D6	Current True-Up Segment	\$0.6022				
D7	Current Inflation Segment	\$0.3170				
D8	Base Rate [A1-D1-D2-D3-D4-D5-D6-D7]	\$19.8573				

**Part II: True-Up Period
Module E: Timing Information**

Line	Line Description		
E1	What Type of True-Up Is Being Performed? (Answer "1", "2", or "3". See Instructions for a description of these types.) If "1", go to Module I. If "2", answer E2 and E3. If "3", answer E2, E3, E4, and E5.		2
E2	Number of Months in the True-Up Period 1		12
E3	Number of Months between the end of True-Up Period 1 and the end of the most recent Projected Period		5
E4	Number of Months in True-Up Period 2 Eligible for Interest		0
E5	Number of Months True-Up Period 2 Ineligible for Interest		0

Module F: Maximum Permitted Rate For True-Up Period 1

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
F1	Caps Method Segment For True-Up Period 1 [Wks 2]					
F2	Markup Method Segment For True-Up Period 1 [Wks 3]	\$0.0583				
F3	Chan Mvmnt Deletn Segment For True-Up Period 1 [Wks' 4/5]	(\$4.2909)				
F4	True-Up Period 1 Rate Eligible For Inflation [D8+F1+F2+F3]	\$15.6247				
F5	Inflation Segment for True-Up Period 1 [(F4*C3)-F4]	\$0.2203				
F6	Headend Upgrade Segment For True-Up Period 1 [Wks 6]					
F7	External Costs Segment For True-Up Period 1 [Wks 7]	\$1.4569				
F8	True-Up Segment For True-Up Period 1	\$0.5595				
F9	Max Perm Rate for True-Up Period 1 [F4+F5+F6+F7+F8]	\$17.8615				

Module G: Maximum Permitted Rate For True-Up Period 2

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
G1	Caps Method Segment For True-Up Period 2 [Wks 2]					
G2	Markup Method Segment For True-Up Period 2 [Wks 3]					
G3	Chan Mvmnt Deletn Segment For True-Up Period 2 [Wks' 4/5]					
G4	TU Period 2 Rate Eligible For Inflation [D8+F5+G1+G2+G3]					
G5	Inflation Segment for True-Up Period 2 [(G4*C4)-G4]					
G6	Headend Upgrade Segment For True-Up Period 2 [Wks 6]					
G7	External Costs Segment For True-Up Period 2 [Wks 7]					
G8	True-Up Segment For True-Up Period 2					
G9	Max Perm Rate for True-Up Period 2 [G4+G5+G6+G7+G8]					

Module H: True-Up Adjustment Calculation

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
Adjustment For True-Up Period 1						
H1	Revenue From Period 1	\$1,547,352.75				
H2	Revenue From Max Permitted Rate for Period 1	\$1,716,206.3916				
H3	True-Up Period 1 Adjustment [H2-H1]	\$168,853.6416				
H4	Interest on Period 1 Adjustment	\$17,858.2514				
Adjustment For True-Up Period 2						
H5	Revenue From Period 2 Eligible for Interest					
H6	Revenue From Max Perm Rate for Period 2 Eligible For Interest					
H7	Period 2 Adjustment Eligible For Interest [H6-H5]					
H8	Interest on Period 2 Adjustment (See instructions for formula)					
H9	Revenue From Period 2 Ineligible for Interest					
H10	Revenue From Max Perm Rate for Period 2 Ineligible for Interest					
H11	Period 2 Adjustment Ineligible For Interest [H10-H9]					
Total True-Up Adjustment						
H12	Previous Remaining True-Up Adjustment					
H13	Total True-Up Adjustment [H3+H4+H7+H8+H11+H12]	\$186,711.8929				
H14	Amount of True-Up Claimed For This Projected Period	\$186,711.8929				
H15	Remaining True-Up Adjustment [H13-H14]	\$0.0000				

Part III: Projected Period Module I: New Maximum Permitted Rate

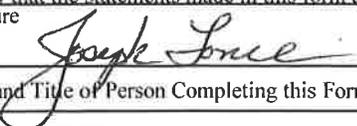
Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
I1	Caps Method Segment For Projected Period [Wks 2]					
I2	Markup Method Segment For Projected Period [Wks 3]	\$0.0600				
I3	Chan Mvmt Deletn Segment For Projected Period [Wks 4/5]	(\$4.2909)				
I4	Proj. Period Rate Eligible For Inflation [D8+F5+G5+H1+I2+I3]	\$15.8467				
I5	Inflation Segment for Projected Period [(I4*C5)-I4]	\$0.1965				
I6	Headend Upgrade Segment For Projected Period [Wks 6]					
I7	External Costs Segment For Projected Period [Wks 7]	\$1.9771				
I8	True-Up Segment For Projected Period	\$1.9432				
I9	Max Permitted Rate for Projected Period [I4+I5+I6+I7+I8]	\$19.9635				
I10	Operator Selected Rate For Projected Period	\$19.96				

Note: The maximum permitted rate figures do not take into account any refund liability you may have. If you have previously been ordered by the Commission or your local franchising authority to make refunds, you are not relieved of your obligation to make such refunds even if the permitted rate is higher than the contested rate or your current rate.

Certification Statement

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE TITLE 18, SECTION 1001), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the statements made in this form are true and correct to the best of my knowledge and belief, and are made in good faith.

Signature 	Date 9/30/2013
Name and Title of Person Completing this Form: Joseph Lance, Senior Director - Regulatory Accounting	
Telephone number 610-650-3057	Fax Number 610-650-2625

Worksheet 1 - True-Up Period Inflation

For instructions, see Appendix A of Instructions For FCC Form 1240

Line	Period	FCC Inflation Factor
101	Month 1	2.65%
102	Month 2	2.65%
103	Month 3	0.98%
104	Month 4	0.98%
105	Month 5	0.98%
106	Month 6	1.24%
107	Month 7	1.24%
108	Month 8	1.24%
109	Month 9	1.24%
110	Month 10	1.24%
111	Month 11	1.24%
112	Month 12	1.24%
113	Average Inflation Factor for True-Up Period 1	1.0141
114	Month 13	
115	Month 14	
116	Month 15	
117	Month 16	
118	Month 17	
119	Month 18	
120	Month 19	
121	Month 20	
122	Month 21	
123	Month 22	
124	Month 23	
125	Month 24	
126	Average Inflation Factor for True-Up Period 2	

Worksheet 3 - Markup Method True-Up Period, Basic Tier

For instructions, see Appendix A of Instructions For FCC Form 1240

True-Up Period	Projected Period
X	

Question 1. Indicate the period for which this worksheet is being used. (Put an "X" in the appropriate box.)

Question 2. Indicate the tier for which this worksheet is being used. (Put an "X" in the appropriate box.)

Basic	Tier 2	Tier 3	Tier 4	Tier 5
X				

Question 3. How long is the first period, in months, for which rates are being set with this worksheet?

12

Question 4. How long is the second period, in months, for which rates are being set with this worksheet?

Line	Period	1	2	3	4	5	6	7
		Sum of Previous Regulated Channels	Sum of Current Regulated Channel	Average Channels	Per Channel Adjustment	Channels Added	Total Adjustment	Cumulative Adjustment
301	Previous Month							\$0.0500
302	Month 1	28	28	91.0	\$0.01		\$0.00	\$0.05
303	Month 2	28	28	91.0	\$0.01		\$0.00	\$0.05
304	Month 3	28	29	92.0	\$0.01	1	\$0.01	\$0.06
305	Month 4	29	29	92.0	\$0.01		\$0.00	\$0.06
306	Month 5	29	29	94.0	\$0.01		\$0.00	\$0.06
307	Month 6	29	29	94.0	\$0.01		\$0.00	\$0.06
308	Month 7	29	29	94.0	\$0.01		\$0.00	\$0.06
309	Month 8	29	29	94.0	\$0.01		\$0.00	\$0.06
310	Month 9	29	29	94.0	\$0.01		\$0.00	\$0.06
311	Month 10	29	29	95.0	\$0.01		\$0.00	\$0.06
312	Month 11	29	29	96.0	\$0.01		\$0.00	\$0.06
313	Month 12	29	29	96.0	\$0.01		\$0.00	\$0.06
314	Average Period 1 Markup Method Adjustment							\$0.0583
315	Month 13							
316	Month 14							
317	Month 15							
318	Month 16							
319	Month 17							
320	Month 18							
321	Month 19							
322	Month 20							
323	Month 21							
324	Month 22							
325	Month 23							
326	Month 24							
327	Average Period 2 Caps Method Adjustment							

Worksheet 3 - Markup Method Projected Period, Basic Tier

For instructions, see Appendix A of Instructions For FCC Form 1240

True-Up Period	Projected Period
	X

Question 1. Indicate the period for which this worksheet is being used. (Put an "X" in the appropriate box.)

Question 2. Indicate the tier for which this worksheet is being used. (Put an "X" in the appropriate box.)

Basic	Tier 2	Tier 3	Tier 4	Tier 5
X				

Question 3. How long is the first period, in months, for which rates are being set with this worksheet?

12
0

Question 4. How long is the second period, in months, for which rates are being set with this worksheet?

Line	Period	1	2	3	4	5	6	7
		Sum of Previous Regulated Channels	Sum of Current Regulated Channel	Average Channels	Per Channel Adjustment	Channels Added	Total Adjustment	Cumulative Adjustment
301	Previous Month							\$0.0600
302	Month 1	29	29	96.0	\$0.01		\$0.00	\$0.06
303	Month 2	29	29	96.0	\$0.01		\$0.00	\$0.06
304	Month 3	29	29	96.0	\$0.01		\$0.00	\$0.06
305	Month 4	29	29	96.0	\$0.01		\$0.00	\$0.06
306	Month 5	29	29	96.0	\$0.01		\$0.00	\$0.06
307	Month 6	29	29	96.0	\$0.01		\$0.00	\$0.06
308	Month 7	29	29	96.0	\$0.01		\$0.00	\$0.06
309	Month 8	29	29	96.0	\$0.01		\$0.00	\$0.06
310	Month 9	29	29	96.0	\$0.01		\$0.00	\$0.06
311	Month 10	29	29	96.0	\$0.01		\$0.00	\$0.06
312	Month 11	29	29	96.0	\$0.01		\$0.00	\$0.06
313	Month 12	29	29	96.0	\$0.01		\$0.00	\$0.06
314	Average Period 1 Markup Method Adjustment							\$0.0600

TABLE A.

NON-EXTERNAL COST ADJUSTMENT FOR
 CHANGES IN CHANNELS

Average Channels		Adjustment per channel
From:	To:	
7	7	\$0.52
7.5	7.5	\$0.45
8	8	\$0.40
8.5	8.5	\$0.36
9	9	\$0.33
9.5	9.5	\$0.29
10	10	\$0.27
10.5	10.5	\$0.24
11	11	\$0.22
11.5	11.5	\$0.20
12	12	\$0.19
12.5	12.5	\$0.17
13	13	\$0.16
13.5	13.5	\$0.15
14	14	\$0.14
14.5	14.5	\$0.13
15	15.5	\$0.12
16	16	\$0.11
16.5	17	\$0.10
17.5	18	\$0.09
18.5	19	\$0.08
19.5	21.5	\$0.07
22	23.5	\$0.06
24	26	\$0.05
26.5	29.5	\$0.04
30	35.5	\$0.03
36	46	\$0.02
46.5	99	\$0.01

Worksheet 5 - Channel Movement and Deletion True-Up Period, Basic Tier

For instructions, see Appendix A of Instructions For FCC Form 1240

Question 1. Indicate the period for which this worksheet is being used. (Put an "X" in the appropriate box.)

True-Up Period	Projected Period
X	

Question 2. Indicate the tier for which this worksheet is being used. (Put an "X" in the appropriate box.)

Basic	Tier 2	Tier 3	Tier 4	Tier 5
X				

Question 3. How long is the first period, in months, for which rates are being set with this worksheet?

12

Question 4. How long is the second period, in months, for which rates are being set with this worksheet?

Line	Period	1 Residual of Channels Deleted From Tier	2 Residual of Channels Moved (added) to Tier	3 Net Per-Channel Cost Adjustment [Column 2 - Column 1]	4 Cumulative Net Per- Channel Cost Adjustment
501	Previous Period				(\$4.2909)
502	Month 1			\$0.0000	(\$4.2909)
503	Month 2			\$0.0000	(\$4.2909)
504	Month 3			\$0.0000	(\$4.2909)
505	Month 4			\$0.0000	(\$4.2909)
506	Month 5			\$0.0000	(\$4.2909)
507	Month 6			\$0.0000	(\$4.2909)
508	Month 7			\$0.0000	(\$4.2909)
509	Month 8			\$0.0000	(\$4.2909)
510	Month 9			\$0.0000	(\$4.2909)
511	Month 10			\$0.0000	(\$4.2909)
512	Month 11			\$0.0000	(\$4.2909)
513	Month 12			\$0.0000	(\$4.2909)
514	Average Period 1 Channel Movement and Deletion Adjustment				(\$4.2909)
515	Month 13				
516	Month 14				
517	Month 15				
518	Month 16				
519	Month 17				
520	Month 18				
521	Month 19				
522	Month 20				
523	Month 21				
524	Month 22				
525	Month 23				
526	Month 24				
527	Average Period 2 Channel Movement and Deletion Adjustment				

Worksheet 5 - Channel Movement and Deletion Projected Period, Basic Tier

For instructions, see Appendix A of Instructions For FCC Form 1240

Question 1. Indicate the period for which this worksheet is being used. (Put an "X" in the appropriate box.)

True-Up Period	Projected Period
	X

Question 2. Indicate the tier for which this worksheet is being used. (Put an "X" in the appropriate box.)

Basic	Tier 2	Tier 3	Tier 4	Tier 5
X				

Question 3. How long is the first period, in months, for which rates are being set with this worksheet?

12
0

Question 4. How long is the second period, in months, for which rates are being set with this worksheet?

Line	Period	1		2		3		4		
		Residual of Channels Deleted From Tier	Residual of Channels Moved (added) to Tier	Residual of Channels Deleted From Tier	Residual of Channels Moved (added) to Tier	Net Per-Channel Cost Adjustment [Column 2 - Column 1]	Net Per-Channel Cost Adjustment [Column 2 - Column 1]	Cumulative Net Per-Channel Cost Adjustment	Cumulative Net Per-Channel Cost Adjustment	
501	Previous Period								(\$4.2909)	
502	Month 1					\$0.0000			(\$4.2909)	
503	Month 2					\$0.0000			(\$4.2909)	
504	Month 3					\$0.0000			(\$4.2909)	
505	Month 4					\$0.0000			(\$4.2909)	
506	Month 5					\$0.0000			(\$4.2909)	
507	Month 6					\$0.0000			(\$4.2909)	
508	Month 7					\$0.0000			(\$4.2909)	
509	Month 8					\$0.0000			(\$4.2909)	
510	Month 9					\$0.0000			(\$4.2909)	
511	Month 10					\$0.0000			(\$4.2909)	
512	Month 11					\$0.0000			(\$4.2909)	
513	Month 12					\$0.0000			(\$4.2909)	
514	Average Period 1 Channel Movement and Deletion Adjustment									(\$4.2909)

Worksheet 7 - External Costs True-Up Period

For instructions, see Appendix A of Instructions For FCC Form 1240

True-Up Period	Projected Period
X	
	12
	0

- Question 1. For which time period are you filling out this worksheet? [Put an "X" in the appropriate box.]
- Question 2. How long is the first period, in months, for which rates are being set with this worksheet?
- Question 3. How long is the second period, in months, for which rates are being set with this worksheet?

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
------	------------------	------------	-------------	-------------	-------------	-------------

Period 1						
External Costs Eligible for Markup						
701	Cost of Programming For Channels Added Prior to 5/15/94 or After 5/15/94 Using Markup Method For Period	\$12,464.96				
702	Retransmission Consent Fees For Period	\$99,553.16				
703	Copyright Fees For Period	\$18,203.56				
704	External Costs Eligible For 7.5% Markup	\$130,221.68				
705	Marked Up External Costs	\$139,988.3060				
External Costs Not Eligible for Markup						
706	Cable Specific Taxes For Period					
707	Franchise Related Costs For Period					
708	Commission Regulatory Fees For Period					
709	Total External Costs For Period	\$139,988.3060				
710	Monthly, Per-Subscriber External Costs For Period 1	\$1.4569				

Period 2						
External Costs Eligible for Markup						
711	Cost of Programming For Channels Added Prior to 5/15/94 or After 5/15/94 Using Markup Method For Period					
712	Retransmission Consent Fees For Period					
713	Copyright Fees For Period					
714	External Costs Eligible For 7.5% Markup					
715	Marked Up External Costs					
External Costs Not Eligible for Markup						
716	Cable Specific Taxes For Period					
717	Franchise Related Costs For Period					
718	Commission Regulatory Fees For Period					
719	Total External Costs For Period					
720	Monthly, Per-Subscriber External Costs For Period 2					

Worksheet 7 - External Costs Projected Period

For instructions, see Appendix A of Instructions For FCC Form 1240

Truc-Up Period	Projected Period
	X

Question 1. For which time period are you filling out this worksheet? [Put an "X" in the appropriate box.]

Question 2. How long is the first period, in months, for which rates are being set with this worksheet?

12
0

Question 3. How long is the second period, in months, for which rates are being set with this worksheet?

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
Period 1						
External Costs Eligible for Markup						
701	Cost of Programming For Channels Added Prior to 5/15/94 or After 5/15/94 Using Markup Method For Period	\$5,774.86				
702	Retransmission Consent Fees For Period	\$151,856.84				
703	Copyright Fees For Period	\$19,083.00				
704	External Costs Eligible For 7.5% Markup	\$176,714.70				
705	Marked Up External Costs	\$189,968.3025				
External Costs Not Eligible for Markup						
706	Cable Specific Taxes For Period					
707	Franchise Related Costs For Period					
708	Commission Regulatory Fees For Period					
709	Total External Costs For Period	\$189,968.3025				
710	Monthly, Per-Subscriber External Costs For Period 1	\$1.9771				

Worksheet 8 - True-Up Rate Charged

For instructions, see Appendix A of Instructions For FCC Form 1240

Question 1. How long is the True-Up Period 1, in months?

12
0

Question 2. How long is the True-Up Period 2, in months?

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
801	Month 1	\$15.5000				
802	Month 2	\$15.5000				
803	Month 3	\$15.5000				
804	Month 4	\$15.5000				
805	Month 5	\$15.5000				
806	Month 6	\$15.5000				
807	Month 7	\$15.5000				
808	Month 8	\$16.9500				
809	Month 9	\$16.9500				
810	Month 10	\$16.9500				
811	Month 11	\$16.9500				
812	Month 12	\$16.9500				
813	Period 1 Average Rate	\$16.1042				

814	Month 13					
815	Month 14					
816	Month 15					
817	Month 16					
818	Month 17					
819	Month 18					
820	Month 19					
821	Month 20					
822	Month 21					
823	Month 22					
824	Month 23					
825	Month 24					
826	Period 2 Average Rate					

Comcast Cable Communications
2013 FCC Form 1240
Summary of Exhibits

- EXHIBIT I** Summary of Supplemental Information
- EXHIBIT II** MPR Rate Comparison
- EXHIBIT III** FCC Public Notice reflecting inflation information included on Worksheet 1.
- EXHIBIT IV** Copy of the channel lineup and rate cards as of the following dates:
- Rate Card Dated July, 2012
 - Rate Card Dated March, 2013
 - Rate Card Dated July, 2013
 - Schedule summarizing changes to the above channel line-up during the true-up period.
- EXHIBIT V** Schedule summarizing programming costs, retransmission fees, copyright costs and regulatory fees included on Worksheet 7 for the true-up period and projected period.

Exhibit I
Comcast Cable Communications, LLC
FCC Form 1240
Supplemental Information
2013 Annual Filing

This memo will serve to document in general terms, the approach and assumptions used in preparing the 2013 annual filing of FCC Form 1240 for systems owned or managed by Comcast Cable Communications, LLC (Comcast). Questions concerning the mathematical calculations and formulas used in Form 1240 and the Worksheets should be referenced to the "Instructions for FCC Form 1240."

Projected Period

Question 5 The Projected Period covers January 1, 2014 to December 31, 2014.

True-up Period

Question 6 The True-up Period covers August 1, 2012 through July 31, 2013. In accordance with FCC Order DA 96-1804, Request for Waiver FCC Form 1240, released November 1, 1996 (Waiver Period), the period of time between the initial filing date and beginning of the projected period must not be included in the operators true-up.

Module A - Maximum Permitted Rate From Previous Filing

Line A1 The Current Maximum Permitted Rate equals the maximum permitted rate from the prior Form 1240, Line I9.

Module B – Subscribership

Line B1 The Average Subscribership for True-up Period 1 represents average franchise subscribers during the period indicated in Question 6 of FCC Form 1240.

Line B3 The estimated Average Subscribership for Projected Period is calculated by applying the estimated 2013 subscriber growth percentage to average subscribers for the true-up period.

Module C – Inflation Information

Line C3 The inflation factor for the True-up period 1 is calculated using the quarterly figures released by the FCC in Public Notice Report No. DA 13-1511, dated July 3, 2013. The appropriate inflation factor is entered on Worksheet 1 for each month of the True-up period and is divided by 12 months. The number 1.0 is added to the results and entered on Lines 113 of Worksheet 1 and line C3.

Line C5 The Current FCC Inflation Factor is based on the first quarter 2013 inflation figure released by the FCC in Public Notice Report No. DA 13-1511, dated July 3, 2013.

Module D – Calculating the Base Rate

Line D2 to D7 The Current External Costs, Caps Method, Markup Method, True-Up Segments and Inflation Segment were obtained directly from Module I of the Prior FCC Form 1240 filing.

Module F – Maximum Permitted Rate for True-Up Period 1

Line F8 The true-up segment for True-Up Period 1 is calculated in accordance with the instructions to FCC Form 1240. This amount is calculated from Module H Total True-Up Adjustment (Line H13 of the prior filing) divided by the average true-up subscribers on Line B1 of the current filing and divided by the number of months in the true-up period of Line E2 of the current filing.

Comcast of Delmarva, Inc.
City of Salisbury, MD
Additional Information Requested
For Expedited Processing of FCC Form 1240
1240 Data 10/13 Filing
Exhibit II

	Current Rate	Proposed OSR	Amount of Change	%Change
Basic	\$ 16.95	\$ 19.96	\$ 3.01	17.76%

Exhibit III



PUBLIC NOTICE

FEDERAL COMMUNICATIONS COMMISSION
445 12TH STREET, S.W.
WASHINGTON, D.C. 20554

DA 13-1511

News media information 202/418-0500 Fax-On-Demand 202/418-2830 Internet: <http://www.fcc.gov> <ftp.fcc.gov>

MEDIA BUREAU ACTION

July 3, 2013

FIRST QUARTER 2013 INFLATION ADJUSTMENT FIGURES FOR CABLE OPERATORS USING FCC FORM 1240 NOW AVAILABLE

As described in the instructions for FCC Form 1240, cable operators may adjust the non-external cost portion of their rates for inflation based on quarterly figures released by the Federal Communications Commission. The first quarter 2013 inflation factor for operators using FCC Form 1240 is 1.24%.

The adjustment factor of 1.24% is a measure of the annualized change in prices occurring over the period from January 1, 2013 to March 31, 2013. All adjustments are based on changes in the Gross National Product Price Index (GNP-PI) published by the United States Department of Commerce, Bureau of Economic Analysis (BEA). The Media Bureau obtained the chain-type price indices from the BEA news release dated June 26, 2013 (BEA 13-30) at Table 6 (Addenda: Gross National Product).

The inflation adjustment factor is calculated by dividing the GNP-PI for the first quarter of 2013 (116.444) by the GNP-PI for the fourth quarter of 2012 (116.086). The result of this calculation is converted from a quarterly change measurement factor to an annual change measurement factor by raising it to the fourth power.

Operators calculating the Inflation Factor for a True-Up Period which includes some portion of the first quarter of 2013 should enter the inflation factor on the appropriate lines of Worksheet 1 of FCC Form 1240 as "0.0124." Operators using this factor for calculating the Projected Period Inflation Segment of FCC Form 1240 should enter this number on Line C3 (January 1996 version), or Line C5 (July 1996 version) as "1.24."

To date, the Commission has released seventy-one quarterly inflation factors for use with FCC Form 1240.

Exhibit III

The following table lists these factors beginning in 2006:¹

Year	Quarter	Dates Covered	Inflation Factor
2006	First	Jan. 1, 2006 – Mar. 31, 2006	3.12%
2006	Second	Apr. 1, 2006 – Jun. 30, 2006	3.31%
2006	Third	Jul. 1, 2006 – Sep. 30, 2006	1.89%
2006	Fourth	Oct. 1, 2006 – Dec. 31, 2006	1.67%
2007	First	Jan. 1, 2007 – Mar. 31, 2007	4.17%
2007	Second	Apr. 1, 2007 – Jun. 30, 2007	2.65%
2007	Third	Jul. 1, 2007 – Sep. 30, 2007	1.03%
2007	Fourth	Oct. 1, 2007 – Dec. 31, 2007	2.45%
2008	First	Jan. 1, 2008 – Mar. 31, 2008	2.68%
2008	Second	Apr. 1, 2008 – Jun. 30, 2008	1.11%
2008	Third	Jul. 1, 2008 – Sep. 30, 2008	3.92%
2008	Fourth	Oct. 1, 2008 – Dec. 31, 2008	0.55%
2009	First	Jan. 1, 2009 – Mar. 31, 2009	2.76%
2009	Second	Apr. 1, 2009 – Jun. 30, 2009	0.00%
2009	Third	Jul. 1, 2009 – Sep. 30, 2009	0.41%
2009	Fourth	Oct. 1, 2009 – Dec. 31, 2009	0.41%
2010	First	Jan. 1, 2010 – Mar. 31, 2010	1.08%
2010	Second	Apr. 1, 2010 – Jun. 30, 2010	1.08%
2010	Third	Jul. 1, 2010 – Sep. 30, 2010	2.09%
2010	Fourth	Oct. 1, 2010 – Dec. 31, 2010	0.41%
2011	First	Jan. 1, 2011 – Mar. 31, 2011	2.06%
2011	Second	Apr. 1, 2011 – Jun. 30, 2011	2.54%
2011	Third	Jul. 1, 2011 – Sep. 30, 2011	2.57%
2011	Fourth	Oct. 1, 2011 - Dec. 31, 2011	0.89%
2012	First	Jan. 1, 2012 – Mar. 31, 2012	2.03%
2012	Second	Apr. 1 -2012 – Jun. 30, 2012	1.55%
2012	Third	Jul. 1, 2012 – Sep. 30, 2012	2.65%
2012	Fourth	Oct. 1, 2012 – Dec. 31, 2012	0.98%
2013	First	Jan. 1, 2013 – Mar. 31, 2013	1.24%

The Commission releases a new quarterly inflation factor for operators using FCC Form 1240 four times each year. The inflation factor for a given quarter is usually released between three and four months after the end of the quarter, depending on the schedule of the Department of Commerce. The release of a new factor is posted on the Commission's Internet site at: <http://www.fcc.gov/mb/csinflat.html>.

Media Contact: Janice Wise at (202) 418-8165
 Media Bureau Contact: Jane Frenette at (202) 418-2245
 TTY: (202) 418-0432 or 1 (888) 835-5322

- FCC -

¹ For pre-2006 inflation figures see DA 06-1987 (rel. October 5, 2006), available at <http://www.fcc.gov/mb/csinflat.html>.

2012 Pricing Guide – Effective July 1, 2012

Monthly Video Services

Limited Basic Service	\$15.50
Expanded Service	\$52.65
Standard Service (includes Limited Basic and Expanded Service) (not available for new subscription)	\$68.15

Monthly Digital Packages

Digital Economy ⁴ (includes Limited Basic Service, Economy Video Service, Digital Converter and Remote, and Interactive Program Guide) With Digital Voice or Internet Service: \$34.95	\$39.95
Digital Starter (includes Limited Basic Service, Expanded Service, Digital Starter Channels, MoviePlex, Digital Converter and Remote, ON DEMAND, and Interactive Program Guide)	\$68.15
Digital Preferred (includes Limited Basic Service, Expanded Service, Digital Starter Channels and Digital Preferred Channels, Encore, Digital Converter and Remote, ON DEMAND and Interactive Program Guide)	\$86.10
Digital Preferred with HD Technology Fee (includes Limited Basic Service, Expanded Service, Digital Starter Channels and Digital Preferred Channels, HD Technology Fee)	\$96.05
Digital Preferred with DVR Service ¹⁵ (includes Limited Basic Service, Expanded Service, Digital Starter Channels and Digital Preferred Channels, DVR Service)	\$103.05
Digital Premier (includes Limited Basic Service, Expanded Service, Digital Starter Channels and Digital Preferred Channels, Digital Converter and Remote, and 4 premium services - HBO, SHO, MAX, STARZ & Sports Entertainment Package)	\$136.05
Family Tier (includes Limited Basic Service, Family Tier and Digital Converter and Remote for the primary outlet)	\$32.80
MultiLatino Plus ² (includes Limited Basic Service, MultiLatino, Digital Converter and Remote)	\$29.95
MultiLatino Extra (includes Digital Economy and MultiLatino)	\$39.95
MultiLatino Max (includes Digital Economy, MultiLatino and certain additional digital channels-please refer to our channel lineup)	\$59.95
MultiLatino Ultra (includes Digital Economy, MultiLatino, Digital Preferred Tier and certain additional digital channels-please refer to our channel lineup)	\$76.90

XF Triple Play Packages¹⁷

Starter XF Triple Play Bundle Includes Digital Starter with digital converter and remote for primary outlet, Performance Internet Service and Digital Voice Unlimited SurePrice: \$119.99 SurePrice for 12 month promotion customers subscribing before 10/1/11: \$114.99	\$136.99
Preferred XF Triple Play Bundle Includes Digital Preferred with digital converter and remote for primary outlet, Performance Internet Service and Digital Voice Unlimited SurePrice: \$129.99 SurePrice for 12 month promotion customers subscribing before 10/1/11: \$124.99	\$149.99
HD Preferred XF Triple Play Bundle Includes Digital Preferred with HD digital converter and remote for primary outlet, HD Technology Fee, Starz, Performance Internet Service and Digital Voice Unlimited SurePrice: \$139.99 SurePrice for 12 month promotion customers subscribing before 10/1/11: \$134.99	\$159.99
HD Preferred Plus XF Triple Play Bundle Includes Digital Preferred with HD digital converter and remote for primary outlet, HD Technology Fee, HBO, Starz, Blast! Internet Service and Digital Voice Unlimited SurePrice: \$159.99 SurePrice for 12 month promotion customers subscribing before 10/1/11: \$154.99	\$179.99
HD Premier XF Triple Play Bundle Includes Digital Preferred with HD DVR or AnyRoom DVR for primary outlet, HD Technology Fee, HBO, Showtime, Starz, Cinemax, Sports Entertainment Pack, Blast! Internet Service and Digital Voice Unlimited SurePrice: \$179.99 SurePrice for 12 month promotion customers subscribing before 10/1/11: \$174.99	\$204.99
HD Complete Triple Play Bundle Includes Digital Premier, The Movie Channel, with HD/DVR service for primary outlet, three Digital Additional Outlets with HD digital converters and remotes, HD Technology Fee, Blast! Internet Service, Wireless Gateway, Xfinity Signature Support Wireless Network Support and Digital Voice Unlimited SurePrice: \$219.99	\$239.99

MultiLatino Paquete Triple¹⁷

MultiLatino Plus Paquete Triple Includes MultiLatino Plus, Economy Internet Service and Digital Voice Local with More	\$84.85
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MultiLatino Paquete Triple¹⁷

MultiLatino Extra Paquete Triple Includes MultiLatino Extra, Economy Internet Service and Digital Voice Local with More	\$94.85
MultiLatino Max Paquete Triple Includes MultiLatino Max, Performance Internet Service and Digital Voice Unlimited SurePrice: \$119.99 SurePrice for 12 month promotion customers subscribing before 10/1/11: \$114.99	\$134.99
MultiLatino Ultra Paquete Triple Includes MultiLatino Ultra, Performance Internet Service and Digital Voice Unlimited SurePrice: \$129.99 SurePrice for 12 month promotion customers subscribing before 10/1/11: \$124.99	\$144.99
MultiLatino Ultra HD Paquete Triple Includes MultiLatino Ultra, Digital Converter with High Definition Television (HDTV) capabilities, HD Technology Fee, Starz®, Performance Internet Service and Digital Voice Unlimited SurePrice: \$139.99 SurePrice for 12 month promotion customers subscribing before 10/1/11: \$134.99	\$154.99
MultiLatino Ultra HD Plus Paquete Triple Includes MultiLatino Ultra, Digital Converter with High Definition Television (HDTV) capabilities, HD Technology Fee, HBO®, Starz®, Blast! Internet Service and Digital Voice Unlimited SurePrice: \$159.99 SurePrice for 12 month promotion customers subscribing before 10/1/11: \$154.99	\$174.99
MultiLatino Total HD Paquete Triple Includes MultiLatino Ultra, Digital Converter with Digital Video Recorder (DVR) capabilities, Digital Video Recorder (DVR) Service, HD Technology Fee, HBO®, Starz®, Showtime®, Cinemax®, Sports Entertainment Package, Blast! Internet Service and Digital Voice Unlimited SurePrice: \$179.99 SurePrice for 12 month promotion customers subscribing before 10/1/11: \$174.99	\$204.99

Triple Play Bundles

Economy XF Triple Play Includes Digital Economy with digital converter and remote for primary outlet, Economy Internet Plus and Digital Voice Local with More	\$84.85
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Monthly Digital Services

Digital Preferred ¹⁹	\$17.95
Sports Entertainment Package ¹⁹	\$8.95
Digital Video Recorder (DVR) Service ¹ (primary outlet or additional outlet)	\$16.95
MultiLatino ⁴	\$16.95
HD Technology Fee - Primary Outlet (not available to Limited Basic Service only subscribers)	\$9.95
HD Additional Outlet Service (each outlet) (includes Digital Converter with HDTV capabilities and Remote) (subscription to the HD Technology Fee on the primary outlet is required)	\$9.95
Digital Adapter Additional Outlet Service ¹⁶ (includes adapter and remote)	\$1.99
Digital Additional Outlet Service (each outlet)	\$9.95

Monthly Premium Services

HBO, Showtime, The Movie Channel (TMC), Cinemax, Starz ² (each)	\$15.00
Playboy TV ^{2,3}	\$21.95

International Selections^{2,3}

The Israeli Network (Hebrew)	\$19.99
Rai Italia (Italian)	\$9.99
TV5MONDE (French)	\$9.99
TV JAPAN (Japanese and English)	\$24.99
CCTV-4 (Chinese/Mandarin)	Not Sold Separately
CTI-Zhong Tian Channel (Chinese/Mandarin)	Not Sold Separately
CTI-Zhong Tian Channel & CCTV-4 (Chinese/Mandarin)	\$11.99
Dragon Pack (Chinese/Mandarin) Includes CCTV-4, CTI-Zhong Tian Channel, Phoenix Info News, Phoenix Nth America and ET-Super	\$19.99
Phoenix Info News (Chinese)	\$9.99
Phoenix North America (Chinese)	\$9.99
Phoenix Info News & Phoenix North America (Chinese)	\$14.99
GMA Pinoy TV (Filipino)	\$11.99
TFC (Filipino)	\$11.99
TFC & GMA Pinoy TV (Filipino)	\$19.99
Channel One Russia - C1R (Russian)	\$14.99
RTN (Russian)	\$14.99
Russian Kino (Russian)	\$9.99



TRIPLE PLAY PACKAGES¹

XF TRIPLE PLAY PACKAGES

Starter XF Triple Play Bundle Includes Digital Starter for primary outlet, Performance Internet Service and Digital Voice Unlimited	\$141.99
SurePrice²	\$119.99
Preferred XF Triple Play Bundle Includes Digital Preferred for primary outlet, Performance Internet Service and Digital Voice Unlimited	\$154.99
SurePrice²	\$129.99
HD Preferred XF Triple Play Bundle Includes Digital Preferred for primary outlet, HD Technology Fee, Starz®, Performance Internet Service and Digital Voice Unlimited	\$164.99
SurePrice²	\$139.99
HD Preferred Plus XF Triple Play Bundle Includes Digital Preferred for primary outlet, HD Technology Fee, HBO®, Starz®, Blast!® Internet Service and Digital Voice Unlimited	\$184.99
SurePrice²	\$159.99
HD Premier XF Triple Play Bundle⁴ Includes Digital Premier with DVR Service for primary outlet, HD Technology Fee, Blast!® Internet Service and Digital Voice Unlimited	\$209.99
SurePrice²	\$179.99
HD Complete XF Triple Play Bundle Includes Digital Premier, The Movie Channel®, with DVR Service for primary outlet, three Digital Additional Outlets with HD digital converters and remotes, HD Technology Fee, Blast!® Internet Service, Wireless Gateway, XFINITY Signature Support Wireless Network Support and Digital Voice Unlimited	\$244.99
SurePrice²	\$219.99

MULTILATINO PAQUETE TRIPLE¹

MultiLatino Max Paquete Triple Includes MultiLatino Max for primary outlet, Performance Internet Service and Digital Voice Unlimited	\$136.99
SurePrice²	\$119.99
MultiLatino Ultra Paquete Triple Includes MultiLatino Ultra for primary outlet, Performance Internet Service and Digital Voice Unlimited	\$149.99
SurePrice²	\$129.99
MultiLatino Ultra HD Paquete Triple Includes MultiLatino Ultra for primary outlet, HD Technology Fee, Starz®, Performance Internet Service and Digital Voice Unlimited	\$159.99
SurePrice²	\$139.99
MultiLatino Ultra HD Plus Paquete Triple Includes MultiLatino Ultra for primary outlet, HD Technology Fee, HBO®, Starz®, Blast!® Internet Service and Digital Voice Unlimited	\$179.99
SurePrice²	\$159.99
MultiLatino Total HD Paquete Triple⁴ Includes MultiLatino Ultra and DVR Service for primary outlet, HD Technology Fee, HBO®, Showtime®, Starz®, Cinemax®, Sports Entertainment Package, Blast!® Internet Service and Digital Voice Unlimited	\$209.99
SurePrice²	\$179.99

TRIPLE AND DOUBLE PLAY PACKAGES

Economy XF Triple Play Includes Digital Economy for primary outlet, Economy Internet Service and Digital Voice Local with More®	\$89.85
MultiLatino Plus Paquete Triple Includes MultiLatino Plus for primary outlet, Economy Internet Service and Digital Voice Local with More®	\$84.85
MultiLatino Extra Paquete Triple Includes MultiLatino Extra for primary outlet, Economy Internet Service and Digital Voice Local with More®	\$94.85
Blast Plus with HBO® Includes Digital Economy, HBO® and Streampix for primary outlet and Blast! Internet	\$89.95
SurePrice²	\$69.99

XFINITY® TV

BASIC SERVICES

Limited Basic	\$16.95
Expanded Basic¹¹ Includes standard definition digital converter and remote for primary outlet	\$53.00

DIGITAL SERVICES

Digital Economy¹⁵ Includes Limited Basic, additional digital channels and a standard definition digital converter and remote for the primary outlet, access to Pay-Per-View programming and Music Choice	\$39.95
With XFINITY Voice or Internet Service	\$34.95
Digital Starter Includes Limited Basic, Expanded Basic, additional digital channels, Movie Plex, access to Pay-Per-View and On Demand programming and Music Choice	\$69.95
Digital Preferred¹³ Includes Digital Starter, additional digital channels, Encore®, access to Pay-Per-View and On Demand programming and Music Choice	\$87.90
Digital Preferred with HD Technology Fee Includes Digital Preferred for primary outlet and HD Technology Fee	\$97.85
Digital Preferred with DVR Service Includes Digital Preferred for primary outlet and DVR Service	\$105.85
Digital Premier¹³ Includes Digital Preferred for primary outlet, HBO®, Showtime®, Starz®, Cinemax®, and Sports Entertainment Package	\$137.85
Family Tier Includes Limited Basic Service, Family Tier and Digital Converter and Remote for the primary outlet	\$34.60
MultiLatino Plus¹² Includes Limited Basic, MultiLatino, standard definition digital converter and remote for primary outlet	\$29.95
MultiLatino Extra Includes Digital Economy and MultiLatino for primary outlet	\$39.95
MultiLatino Max Includes MultiLatino Extra, additional digital channels for primary outlet, access to Pay-Per-View and On Demand programming	\$59.95
MultiLatino Ultra Includes MultiLatino Max and additional digital channels for primary outlet	\$76.90

BASIC AND DIGITAL ANCILLARY SERVICES

HBO¹²	\$18.95
Cinemax¹²	\$16.95
Starz¹²	\$16.95
Showtime¹²	\$16.95
The Movie Channel (TMC)¹²	\$16.95
Playboy TV¹²	\$21.95
Digital Preferred¹³	\$17.95
MultiLatino¹² Includes Spanish language programming	\$16.95
Sports Entertainment Package¹³ Including Big Ten Network, CBS Sports Network, FCS Atlantic, FCS Central and FCS Pacific	\$8.95
HD Technology Fee⁸	\$9.95
DVR Service^{5,7}	\$8.00
Digital Additional Outlet Service⁶ (each outlet)	\$9.95
with HD Converter ⁷	\$9.95
with DVR Service ⁷	\$17.95
Digital Adapter Additional Outlet Service^{14,28} (1st and 2nd additional outlets) (Subscribed to before 7/1/12)	\$1.99
Digital Adapter Additional Outlet Service^{14,28}	\$1.99

INTERNATIONAL SELECTIONS^{12,15}

Phoenix Info News (Chinese)	\$9.99
Phoenix Info News & Phoenix North America (Chinese)	\$14.99
Phoenix North America (Chinese)	\$9.99
CCTV-4 (Chinese/Mandarin)	Not Sold Separately
CTI-Zhong Tian Channel (Chinese/Mandarin)	Not Sold Separately
CTI-Zhong Tian Channel & CCTV-4 (Chinese/Mandarin)	\$11.99
Dragon Pack Includes CCTV-4, CTI-Zhong Tian Channel, Phoenix Info News, Phoenix Nth America and ET-Super	\$19.99
GMA Pinoy TV (Filipino)	\$11.99
TFC (Filipino)	\$11.99
TFC & GMA Pinoy TV (Filipino)	\$19.99
TV5MONDE (French)	\$9.99
The Israeli Network (Hebrew)	\$19.99
Zee TV (Hindi with English subtitles)	\$14.99
SET Asia (Sony) (Hindi)	\$14.99
TV Asia (Hindi, Gujarati, English & Regional languages)	\$14.99

Refer to the last page for additional information. For information about XFINITY policies and terms of service, go to www.comcast.com/policies.


TRIPLE PLAY PACKAGES
TRIPLE PLAY PACKAGES¹

Starter XF Triple Play Bundle Includes Digital Starter for primary outlet, Performance Internet and Xfinity Voice Unlimited SurePrice³	\$141.99 \$119.99
Preferred XF Triple Play Bundle Includes Digital Preferred for primary outlet, Performance Internet and Xfinity Voice Unlimited SurePrice³	\$154.99 \$129.99
HD Preferred XF Triple Play Bundle Includes Digital Preferred for primary outlet, HD Technology Fee, Starz®, Performance Internet and Xfinity Voice Unlimited SurePrice³	\$164.99 \$139.99
HD Preferred Plus XF Triple Play Bundle Includes Digital Preferred for primary outlet, HD Technology Fee, HBO®, Starz®, Blast!® Internet and Xfinity Voice Unlimited SurePrice³	\$184.99 \$159.99
HD Premier XF Triple Play Bundle² Includes Digital Premier with DVR Service for primary outlet, HD Technology Fee, Blast!® Internet and Xfinity Voice Unlimited SurePrice³	\$209.99 \$179.99
HD Complete XF Triple Play Bundle Includes Digital Premier, The Movie Channel®, with DVR Service for primary outlet, three Digital Additional Outlets with HD digital converters and remotes, HD Technology Fee, Blast!® Internet, Wireless Gateway, XFINITY Signature Support Wireless Network Support and Xfinity Voice Unlimited SurePrice³	\$244.99 \$219.99
Economy XF Triple Play Includes Digital Economy for primary outlet, Economy Plus Internet and Xfinity Voice Local with More®	\$89.85

MULTILATINO PAQUETE TRIPLE¹

MultiLatino Max Paquete Triple Includes MultiLatino Max for primary outlet, Performance Internet and Xfinity Voice Unlimited SurePrice³	\$136.99 \$119.99
MultiLatino Ultra Paquete Triple Includes MultiLatino Ultra for primary outlet, Performance Internet and Xfinity Voice Unlimited SurePrice³	\$149.99 \$129.99
MultiLatino Ultra HD Paquete Triple Includes MultiLatino Ultra for primary outlet, HD Technology Fee, Starz®, Performance Internet and Xfinity Voice Unlimited SurePrice³	\$159.99 \$139.99
MultiLatino Ultra HD Plus Paquete Triple Includes MultiLatino Ultra for primary outlet, HD Technology Fee, HBO®, Starz®, Blast!® Internet and Xfinity Voice Unlimited SurePrice³	\$179.99 \$159.99
MultiLatino Total HD Paquete Triple² Includes MultiLatino Ultra and DVR Service for primary outlet, HD Technology Fee, HBO®, Showtime®, Starz®, Cinemax®, Sports Entertainment Package, Blast!® Internet and Xfinity Voice Unlimited SurePrice³	\$209.99 \$179.99
MultiLatino Plus Paquete Triple Includes MultiLatino Plus for primary outlet, Economy Plus Internet and Xfinity Voice Local with More®	\$84.85
MultiLatino Extra Paquete Triple Includes MultiLatino Extra for primary outlet, Economy Plus Internet and Xfinity Voice Local with More®	\$94.85

DOUBLE PLAY PACKAGES¹

Blast Plus with HBO® Includes Digital Economy, Streampix and HBO® for primary outlet and Blast!® Internet SurePrice⁵	\$89.95 \$69.99
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XFINITY³ TV
BASIC SERVICES

Limited Basic	\$16.95
Expanded Basic⁴ Includes standard definition digital converter and remote for primary outlet	\$53.00

DIGITAL SERVICES

Digital Economy Includes Limited Basic, additional digital channels and a standard definition digital converter and remote for the primary outlet, access to Pay-Per-View programming and Music Choice With XFINITY Voice or Internet Service \$34.95	\$39.95
Digital Starter Includes Limited Basic, Expanded Basic, additional digital channels, MoviePlex, access to Pay-Per-View and On Demand programming and Music Choice	\$69.95
Digital Preferred Includes Digital Starter, additional digital channels, Encore®, access to Pay-Per-View and On Demand programming and Music Choice	\$87.90
Digital Preferred with HD Technology Fee Includes Digital Preferred for primary outlet and HD Technology Fee	\$97.85
Digital Preferred with DVR Service Includes Digital Preferred for primary outlet and DVR Service	\$105.85
Digital Premier Includes Digital Preferred for primary outlet, HBO®, Showtime®, Starz®, Cinemax®, and Sports Entertainment Package	\$137.85
MultiLatino Plus Includes Limited Basic, MultiLatino, standard definition digital converter and remote for primary outlet	\$29.95
MultiLatino Extra Includes Digital Economy, MultiLatino for primary outlet	\$39.95
MultiLatino Max Includes MultiLatino Extra, additional digital channels for primary outlet, access to Pay-Per-View and On Demand programming	\$59.95
MultiLatino Ultra Includes MultiLatino Max and additional digital channels for primary outlet	\$76.90

BASIC AND DIGITAL ANCILLARY SERVICES

HBO®⁶	\$18.95
Showtime®⁶	\$16.95
Starz®⁶	\$16.95
Cinemax®⁶	\$16.95
The Movie Channel®⁶	\$16.95
Playboy®⁶	\$21.95
Digital Preferred⁸ Includes CMT, Disney XD, National Geographic Channel, Science Channel, Encore, MLB Network, NBA TV and NFL Network	\$17.95
MultiLatino⁶ Includes 52 channels of Spanish language programming.	\$16.95
Family Tier⁷ Includes 13 channels including C-SPAN, The Hub, Food Network, HGTV, PBS Kids Sprout, National Geographic Channel and The Weather Channel.	\$14.95
Sports Entertainment Package⁹ Includes 23 channels including Big Ten Network, CBS Sports Network, FCS Atlantic, FCS Central and FCS Pacific.	\$8.95
HD Technology Fee⁹	\$9.95
DVR Service^{10,11}	\$8.00
Digital Additional Outlet Service¹²	\$9.95
with HD ¹¹	\$9.95
with DVR Service ¹¹	\$17.95
Digital Adapter Additional Outlet Service^{13,14}	\$1.99

INTERNATIONAL SELECTIONS⁶

The Israeli Network (Hebrew)	\$19.99
Rai Italia (Italian)	\$9.99
TV5MONDE (French)	\$9.99
TV Japan (Japanese)	\$24.99
Phoenix Info News (Chinese)	\$9.99
Phoenix North America (Chinese)	\$9.99
Phoenix Info News & Phoenix North America (Chinese)	\$14.99
CCTV-4 (Chinese/Mandarin)	Not Sold Separately
CTI-Zhong Tian Channel (Chinese/Mandarin)	Not Sold Separately
CTI-Zhong Tian Channel & CCTV-4 (Chinese/Mandarin)	\$11.99
Dragon Pack Includes CCTV-4, CTI-Zhong Tian Channel, Phoenix Info News, Phoenix Nth America and ET-Super	\$19.99
GMA Pinoy TV (Filipino)	\$11.99
TFC (Filipino)	\$11.99
TFC & GMA Pinoy TV (Filipino)	\$19.99
Channel One Russia (Russian)	\$14.99
RTN (Russian)	\$14.99
TV1000 Russian Kino (Russian)	\$9.99
Russian 3 Pack Includes Channel One Russia, RTN and Russian Kino	\$22.99
Willow Plus (South Asian)	\$14.99
Willow Plus (South Asian) with any Desi 3, 4 or Mega Pack	\$7.00
STAR India PLUS (South Asian - Hindi)	\$11.99
SET Asia (Sony) (South Asian)	\$14.99

Comcast Cable Communications, LLC
 City of Salisbury, MD
 Exhibit IV

1240 Data 10/13 Filing

Channel	Call Sign	Aug-12 to Sep-12	Oct-12 to Nov-12	Dec-12 to Jul-13	
2/815	TWC	1	1		
3/803	WMDT-DT2	1	1	1	Drop 12/12
4	WRC	1	1	1	
5/213/811	WBOC-DT2	1	1	1	
6/212/806	WBOC	1	1	1	
7/210/807	WMDT	1	1	1	
8	TCN	1	1	1	Drop 12/12
9	WRDE-LD	1	1	1	
10	MASN2	1	1	1	Drop 12/12
11/211/810	WBAL	1	1	1	
12/802	QVC	1	1	1	
13	WJZ	1	1	1	
14	ACCESS	1	1	1	
15/561	WFDC	1	1	1	
16/184	JEWELRYTV	1	1	1	
17/808	HSN	1	1	1	
22/220/812	WCPB	1	1	1	
89/283	SHOPNBC	1	1	1	
95/255/905	WTTG	1	1	1	
96	CSPAN	1	1	1	
98	EWTN	1	1	1	Reposition 12/12
99	TVGSS	1	1	1	Drop 12/12
104	CSPAN2	1	1	1	
185	PENTAGON	1	1	1	Add 12/12
190	ACCESS	1	1	1	
286	ION	1	1	1	
287	DAYSTAR	1	1	1	Add 12/12
290	TBN	1	1	1	Reposition 12/12
291	EWTN	1	1	1	Add 12/12
294	THE WORD	1	1	1	Reposition 12/12
295	INSPIRATION	1	1	1	Add 12/12
563	WMDO	1	1	1	Reposition 10/12
565	WZDC	1	1	1	Reposition 10/12
568	WQAW-LP	1	1	1	Add 10/12
600	WZDC	1	1	1	Reposition 10/12
612	WMDO	1	1	1	Reposition 10/12
CHANNEL COUNT					
		28	29	29	

Exhibit V

Comcast Cable Communications, LLC
Salisbury City
 1240 Data 10/13 Filing

Retail Rate B1	8/12-2/13	\$ 15.50
	3/13-7/13	\$ 16.95
Copyright %	8/12-12/12	1.1835%
	1/13-7/13	1.1719%

Month	Subscribers	Programming Per sub costs	Copyright Per sub costs	Retransmission Costs	Franchise Costs	WS 7		WS 9		WS 7	
						Line 701 Program	Line 702 Retransmission	Line 702 Retransmission	Line 703 Copyright		
Aug-12	8,007	0.2272	0.1834	0.2740	\$ -	\$ 1,819.26	\$ 2,194.00	\$ 1,468.54			
Sep-12	8,007	0.2272	0.1834	0.2740	\$ -	\$ 1,819.26	\$ 2,194.00	\$ 1,468.88			
Oct-12	8,007	0.2272	0.1834	0.2740	\$ -	\$ 1,819.26	\$ 2,194.00	\$ 1,468.88			
Nov-12	8,007	0.2272	0.1834	0.2740	\$ -	\$ 1,819.26	\$ 2,194.00	\$ 1,468.88			
Dec-12	8,007	0.2272	0.1834	0.2740	\$ -	\$ 1,819.26	\$ 2,194.00	\$ 1,468.88			
Jan-13	8,007	0.0601	0.1816	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,454.13			
Feb-13	8,007	0.0601	0.1816	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,454.13			
Mar-13	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Apr-13	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
May-13	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Jun-13	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Jul-13	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Worksheet 7 True-up Period Totals											
					\$ -	\$ 12,464.96	\$ 99,553.16	\$ 18,203.56			
Jan-14	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Feb-14	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Mar-14	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Apr-14	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
May-14	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Jun-14	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Jul-14	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Aug-14	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Sep-14	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Oct-14	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Nov-14	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Dec-14	8,007	0.0601	0.1986	1.5804	\$ -	\$ 481.24	\$ 12,654.74	\$ 1,590.25			
Worksheet 7 Projected Period Totals											
					\$ -	\$ 5,774.86	\$ 151,856.84	\$ 19,083.00			

1 **CITY OF SALISBURY, MARYLAND**

2
3 **REGULAR MEETING**

DECEMBER 9, 2013

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President Jacob R. Day Council Vice President Laura Mitchell*
8 *Councilman Timothy K. Spies*

9 **PUBLIC OFFICIALS NOT PRESENT**

10 *Mayor James P. Ireton, Jr. Councilwoman Terry E. Cohen*
11 *Councilwoman Eugenie P. Shields*

12 **IN ATTENDANCE**

13 *City Clerk Kimberly R. Nichols, CMC, City Attorney Mark Tilghman, Interim City Administrator*
14 *M. Thomas (Tom) Stevenson, Jr., Internal Services Director Keith Cordrey, Police Chief*
15 *Barbara Duncan, interested citizens, and members of the press*

16 *******

17
18 **MEDITATION – PLEDGE OF ALLEGIANCE**

19
20 *The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President*
21 *Day called the meeting to order and made several announcements; a moment of silent mediation*
22 *was held followed by the Pledge of Allegiance.*

23
24 **COMMUNITY ORGANIZATION PRESENTATION** – *Village of Hope – presented by Jasmine*
25 *Rogers*

26
27 *President Day invited Case Manager Jasmine Rogers from the Village of Hope to speak about*
28 *the great things the non-profit organization has been involved with. Ms. Rogers will become the*
29 *Executive Director in January, 2014.*

30
31 *The Village of Hope serves homeless women, with or without dependent children, by providing*
32 *transitional housing and individualized goal-oriented programs to economically disadvantaged*
33 *women to assist their transition from dependence to self-sufficiency. The agency currently can*
34 *house fifteen (15) mothers and thirty-five (35) children.*

35
36 **ADOPTION OF LEGISLATIVE AGENDA**

37
38 *On a motion and seconded by Mr. Spies and Mrs. Mitchell, respectively, the legislative agenda*
39 *was unanimously adopted on a 3-0 vote.*

40
41 **CONSENT AGENDA** – *presented by City Clerk Kim Nichols*

42
43 *The Consent Agenda, consisting of the following items, was unanimously approved (3-0) on a*
44 *motion by Mrs. Mitchell that was seconded by Mr. Spies:*

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- November 18, 2013 work session minutes
- November 25, 2013 regular meeting minutes
- Resolution No. 2350 – accepting grant funds from the State of Maryland through the Governor’s Office of Crime Control and Prevention to purchase mobile fingerprint scanners
- Resolution No. 2351 – supporting an application for the City of Salisbury to become a Maryland Smart Energy Community

AWARD OF BIDS – presented by Internal Services Director Keith Cordrey

The Award of Bids, consisting of the following item, was unanimously approved on a 3-0 vote on a motion by Mr. Spies and seconded by Mrs. Mitchell:

- Declaration of Surplus – W-16 JCB Backhoe - \$0.00

PRESENTATION OF AUDIT – presented by Ms. Pam Baker (Barbacane, Thornton and Co., LLP)

Ms. Pam Baker from the auditing firm of Barbacane, Thornton and Co., LLP joined Council at the podium and summarized the results of the City’s Audit Report as of June 30, 2013. An unqualified or clean audit opinion was rendered by the auditing firm.

PUBLIC HEARING/RESOLUTION (COMCAST RATE FILING) – presented by Interim City Administrator Tom Stevenson

- Resolution No. 2352 – approving the calculation of maximum permitted rates for limited basic service and regulated equipment rates and installation charges as set forth in Comcast’s rate filing dated September 30, 2013

Mrs. Mitchell moved and Mr. Spies seconded to approve Resolution No. 2352.

Mr. Spies moved, Mrs. Mitchell seconded, and the vote was unanimous (3-0) to amend Resolution No. 2352 by striking “October 1” and inserting “September 30” on Lines 13, 22, 33, and 37.

Interim City Administrator Tom Stevenson explained that as part of the City of Salisbury’s franchise agreement obligation with Comcast, the City must review the calculations Comcast used on the forms they are required to complete. This verifies that Comcast’s proposed rates are justified by the information they have provided.

No public comments were received.

88 **RESOLUTIONS** – presented by Interim City Administrator Tom Stevenson

- 89
- 90 • Resolution No. 2353 – authorizing the Mayor to sign a renewal lease with the Tri-County
- 91 Council for the Lower Shore of Maryland for the use of a grass strip on Calvert Street as
- 92 a Shore Transit bus stop and transfer station
- 93

94 *On a motion and seconded by Mr. Spies and Mrs. Mitchell, respectively, Resolution No.*

95 *2353 was unanimously approved on a 3-0 vote.*

96

- 97 • Resolution No. 2354 – authorizing the Mayor to sign a renewal lease with the Tri-County
- 98 Council for the Lower Shore of Maryland for the use of a grass strip and the sidewalk
- 99 parallel thereto on Circle Avenue between the corner of Division Street and the entrance
- 100 to Parking Lot #1 as a Shore Transit bus stop
- 101

102 *On a motion and seconded by Mrs. Mitchell and Mr. Spies, respectively, Resolution No.*

103 *2354 was unanimously approved on a 3-0 vote.*

104

- 105 • Resolution No. 2355 – accepting the donation of a desktop computer from the Delmarva
- 106 Zoological Society for the Salisbury Zoological Park
- 107

108 *On a motion and seconded by Mrs. Mitchell and Mr. Spies, respectively, Resolution No.*

109 *2355 was unanimously approved on a 3-0 vote.*

110

111 **ANNEXATION RESOLUTIONS** – Merritt Mill Road/Smith Annexation – presented by Interim

112 City Administrator Tom Stevenson

113

- 114 • Resolution No. 2356 – approving the Merritt Mill Road/Smith Annexation and
- 115 establishing a date for the public hearing
- 116

117 *Mr. Spies moved and Mrs. Mitchell seconded to approve Resolution No. 2356.*

118

119 *Mrs. Mitchell moved, Mr. Spies seconded, and the vote was unanimous (3-0) to amend*

120 *Resolution No. 2356 by striking “City-County” and inserting “Government”.*

121

122 *Mrs. Mitchell moved, Mr. Spies seconded, and the vote was unanimous (3-0) to amend*

123 *the resolution by striking “it is hereby proposed and recommended that” on Line 27.*

124

125 *Resolution No. 2356, as amended, was unanimously approved on a 3-0 vote. Mr.*

126 *Tilghman will correct the other typographical errors in the Resolution prior to the Public*

127 *Hearing, which is scheduled for January 13, 2014.*

128

- 129 • Resolution No. 2357 – approving the Merritt Mill Road/Smith Annexation plan
- 130

131 *Mr. Spies moved, Mrs. Mitchell seconded, and the vote was unanimous (3-0) to approve*
132 *Resolution No. 2357.*

133
134 *Mrs. Mitchell moved and Mr. Spies seconded to amend Resolution No. 2357 by striking*
135 *“City-County” and inserting “Government” on Line 25.*

136
137 *Resolution No. 2357, as amended, was unanimously approved on a 3-0 vote.*
138

139 **ORDINANCES** – presented by City Attorney Mark Tilghman
140

- 141 • *Ordinance No. 2271 – 2nd reading - to establish a mechanical permit fee*
142

143 *Mrs. Mitchell moved, Mr. Spies seconded, and the vote was unanimous (3-0) to approve*
144 *Ordinance No. 2271 for second reading.*
145

- 146 • *Ordinance No. 2272 – 1st reading – rezoning property (former Linens of the Week*
147 *property) located on the Northerly side of Anne Street and on both sides of Short Street*
148 *from General Commercial to R-5A Residential*
149

150 *Mr. Spies moved, Mrs. Mitchell seconded, and the vote was unanimous (3-0) to approve*
151 *Ordinance No. 2272 for first reading.*
152

- 153 • *Ordinance No. 2273 – 1st reading - to authorize and empower City of Salisbury (the*
154 *“City”) to issue and sell from time to time, upon its full faith and credit, General*
155 *Obligation Bonds in one or more series in an aggregate principal amount not to exceed*
156 *three million one hundred seventy-eight thousand dollars (\$3,178,000.00), the proceeds*
157 *of the sale thereof to be used and applied for the public purpose of financing,*
158 *reimbursing or refinancing costs (as defined herein, which include issuance costs and*
159 *capitalized interest) of the public purpose projects identified herein as: Riverwalk,*
160 *Mainstreet Master Plan, Coty Cox drainage improvements, and Germania Circle*
161

162 *Mrs. Mitchell moved, Mr. Spies seconded, and the vote was unanimous (3-0) to approve*
163 *Ordinance No. 2273 for first reading.*
164

165 **ADJOURNMENT**
166

167 *There being no comments received from the public, President Day adjourned the Legislative*
168 *Session at 7:27 p.m.*
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CITY OF SALISBURY, MARYLAND
CLOSED SESSION
DECEMBER 16, 2013

176
177
178
179
180 *TIME & PLACE:* 1:36 p.m., Government Office Building – Room 301
181 *PURPOSE:* To discuss the appointment, employment, assignment, promotion, discipline,
182 demotion, compensation, removal, resignation, or performance evaluation of
183 appointees, employees, or officials over whom this public body has
184 jurisdiction; or any other personnel matter that affects one or more specific
185 individuals
186 *VOTE TO CLOSE:* Unanimous
187 *CITATION:* Annotated Code of Maryland §10-508(a)(1)
188 *PRESENT:* Council President Jacob R. Day, Mayor James Ireton, Jr. (in 1:50 p.m. - 1:55
189 p.m.), Council Vice President Laura Mitchell, Councilwoman Terry E. Cohen
190 (arrived 1:53 p.m.), Councilwoman Eugenie P. Shields, Councilman Timothy
191 K. Spies, Acting City Administrator M. Thomas Stevenson, City Clerk
192 Kimberly R. Nichols, Assistant City Clerk Diane C. Nelson, and City Attorney
193 Mark Tilghman
194

195
196 *The City Council convened in Open Session in Room #301 in the Government Office Building at*
197 *1:35 p.m.*

198
199 *At 1:36 p.m., Mrs. Shields moved, Mrs. Mitchell seconded, and the vote was unanimous (4-0 vote as*
200 *Ms. Cohen had not yet joined the meeting) to convene in Closed Session to conduct the performance*
201 *evaluation of the City Clerk, Kim Nichols.*

202
203 *Mrs. Nichols withdrew from the meeting and Assistant City Clerk Diane Nelson remained.*

204
205 *After discussion, City Clerk Nichols was asked to rejoin the Closed Session, and Assistant City Clerk*
206 *Nelson was excused.*

207
208 *On a motion by Mrs. Mitchell, seconded by Mrs. Shields, and approved on a unanimous vote in*
209 *favor, President Day adjourned the Closed Session at 2:35 p.m., returned to Open Work Session,*
210 *and reported that while in Closed Session Council had discussed the City Clerk's job performance*
211 *and conducted the annual evaluation with City Clerk Nichols.*

212
213 *Thereafter, Council continued in open Work Session.*

214
215
216
217 _____
218 *City Clerk*

219 _____
220 *Council President*

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- *Resolution No. 2358 – approving the terms and conditions for the General Obligation Bond of 2013*

Mrs. Cohen moved, Mr. Spies seconded, and the vote was unanimous to approve Resolution No. 2358.

ADJOURNMENT

Council President Day adjourned the Special Meeting at 3:01 p.m.

City Clerk

Council President

1 CITY OF SALISBURY
2 WORK SESSION
3 DECEMBER 16, 2013
4

5 Public Officials Present

Council President Jacob R. Day Council Vice-President Laura Mitchell
Councilwoman Terry E. Cohen (left 4:45 p.m.) Councilwoman Eugenie P. Shields
Councilman Timothy K. Spies

6
7 Public Officials Not Present

8 Mayor James P. Ireton
9

10 In Attendance

11 City Clerk Kimberly R. Nichols, CMC, Interim City Administrator M. Thomas (Tom) Stevenson, Jr.,
12 City Attorney Mark Tilghman, Salisbury Neighborhood Housing Services Executive Director Cheryl
13 Meadows, Public Works Director Mike Moulds, Public Works Deputy Director Amanda Pollack,
14 interested citizens, members of the press.
15 -----

16 The City Council convened in Work Session at 2:45 p.m. in Council Chambers of the Government
17 Office Building following the conclusion of the Special Meeting.
18

19 **Establishing a StormWater Utility**

20
21 Council was joined by Public Works Director and Deputy Director Mike Moulds and Amanda
22 Pollack, respectively, to discuss the establishment of the StormWater Utility.
23

24 Mr. Moulds presented a PowerPoint on creating the utility (copy of PowerPoint included as part of
25 the minutes) which addressed the following subjects:
26

- 27 • The City's aging infrastructure
- 28 • Phase 2 Permit and regulations under the National Pollution Discharge Elimination System
29 (NPDES)
- 30 • Structuring the StormWater Utility and fees (residential fee - \$20 fee based on the average
31 impervious area per residential lot within the City (amount determined to be 3,344 square
32 feet to create an Equivalent Residential Unit (ERU) ; nonresidential fee structure based on
33 the impervious area divided by 3,344 square feet to determine number of equivalent ERU's)
- 34 • Related ordinance
35

36 The discussion was for informational purposes and this topic will be scheduled for future discussion.
37

38 **Foreclosure Task Force resolution**

39
40 Council was joined by Salisbury Neighborhood Housing Services Executive Director Cheryl
41 Meadows and Tom Stevenson to discuss the Foreclosure Task Force resolution. The task force will
42 evaluate and review the City's responses to foreclosures and provide recommendation on policy and
43 legislation to address the impact of foreclosures in Salisbury.

44
45 Council reached consensus (unanimous) to the following, and to place the resolution on the January
46 13, 2014 Legislative Session:
47

- 48 • Mr. Tilghman will incorporate changes he identified prior to the meeting
- 49 • Change “presentation” of the report to “acceptance”
- 50 • Change the appointment of the Chair to allow for self organization
- 51 • Change the “ex-officio” language to “non-voting”
- 52 • Reduce the number of bank or mortgage company representatives to two
- 53 • Increase the number of resident representatives to two, adding the note “not otherwise
54 qualified”
- 55 • Task force members will be appointed by the Mayor

56
57
58

Records Retention Policy

59 Mr. Stevenson restated Council’s concerns from the last Records Retention Policy discussion that
60 the State of Maryland now allows the option to use streaming audio or video in lieu of preparing
61 actual written minutes. He reported the Records Retention Policy has been revised at the very last
62 two lines with the added sentence, “All minutes of the City Council of the City of Salisbury must be
63 captured in written format and maintained in accordance with the Records Retention Schedule.”
64

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Even though the State of Maryland now accepts the audio or video, the City’s policy states the
higher standard. Council unanimously agreed to approve the Records Retention with the addition of
the last sentence (stated above).

69
70

Pay for Elected Officials

71 President Day reported the discussion has taken place several times recently, and the
72 recommendation of the Salary Review Committee in November, 2012 was for each City Council
73 member and Mayor to receive a 12% increase, which would increase the City Budget by \$9,240. The
74 number was based on BLS Consumer Price Index calculations reflecting an 11.6% increase in cost
75 of living since 2007 and a very modest prediction of the BLS in 2015.
76

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Mr. Stevenson will contact MML to learn where the initial base pay salary for Mayor and Council
originated and report back to Council. Mr. Spies suggested exploring a formula using perhaps the
municipality population or annual budget to determine base salary to reflect responsibility. Mrs.
Mitchell suggested implementing automatic annual pay adjustments during future Council terms to
keep pace with inflation, as sitting members may not increase their own salaries.

83
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85

There being no further discussion, President Day adjourned the Work Session at 4:57 p.m.

86 _____
City Clerk

87 _____

88 _____

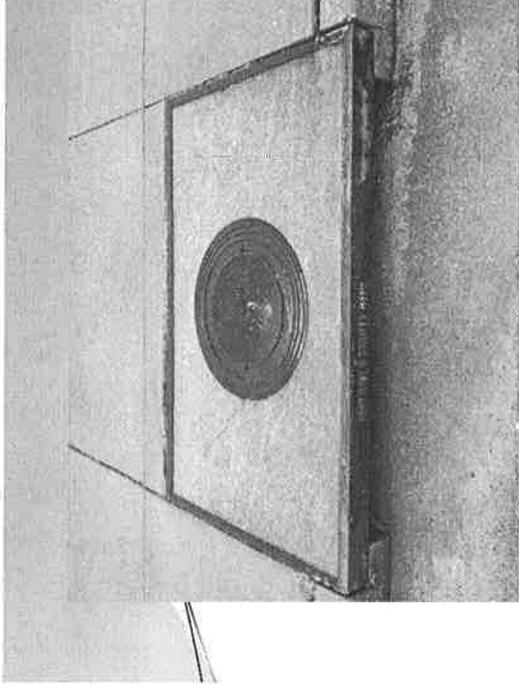
89 Council President



City of Salisbury

STORMWATER UTILITY PRESENTATION

December 2013

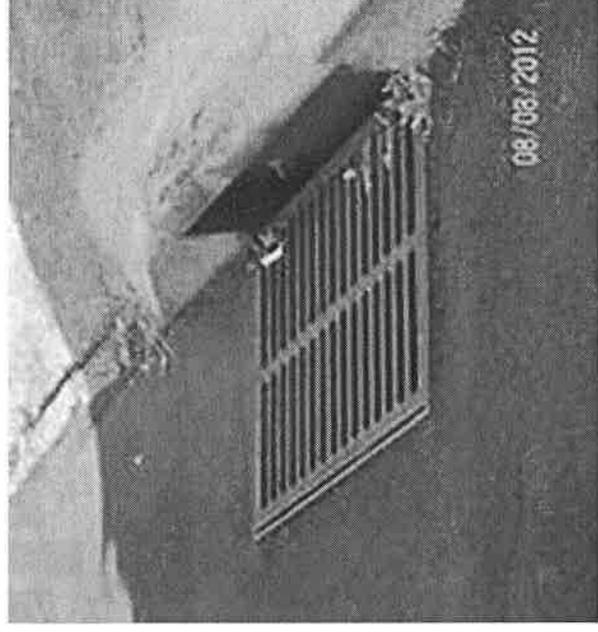


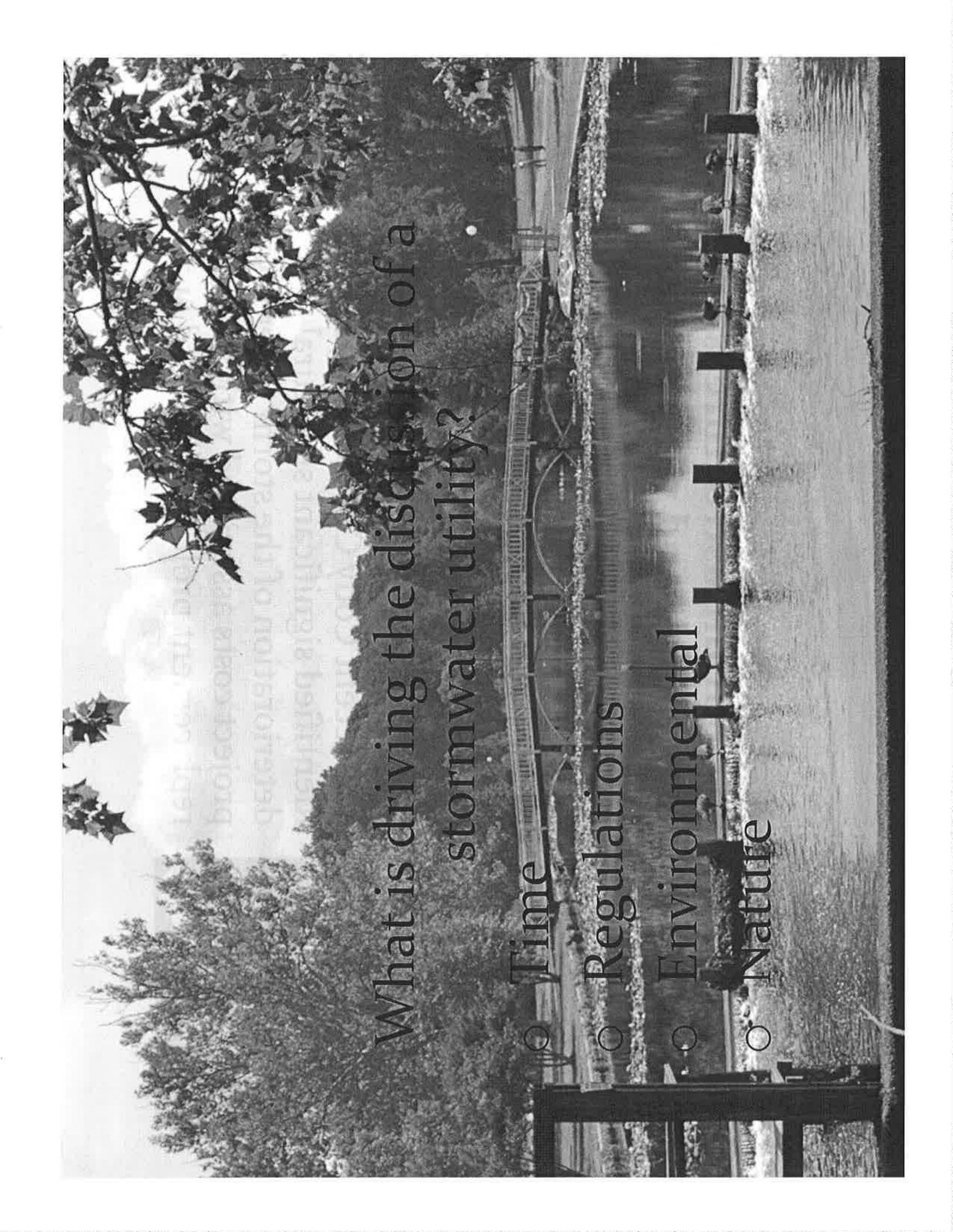
The City of Salisbury relies on over 60 miles of storm water pipes to control flooding.

There are more than 1,800 stormwater inlets that collect stormwater from City streets. Impervious rooftops, parking lots, sidewalks generate storm water runoff.

There are also several dam impoundments which provide stormwater retention as part of the City system.

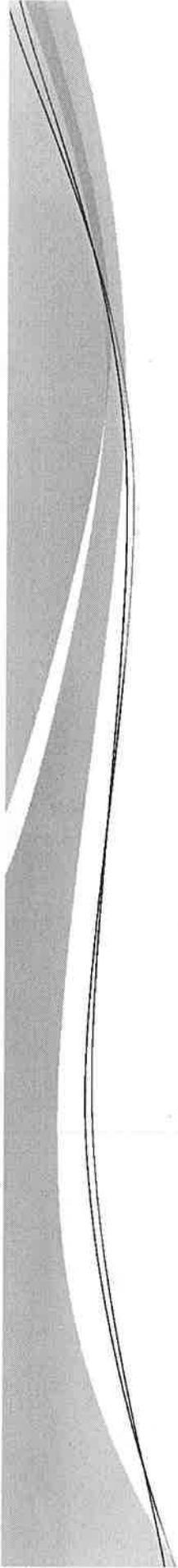
Stormwater management is provided for an estimated 8,000 residential and 2,464 non-residential properties.



A black and white photograph of a river scene. In the foreground, there are dark, leafy branches of trees on the left side. The middle ground shows a river with a bridge in the background. The bridge has a decorative railing with vertical posts and a curved top. The background consists of a dense forest of trees under a cloudy sky. The overall scene is serene and natural.

What is driving the discussion of a stormwater utility?

- Time
- Regulations
- Environmental
- Nature

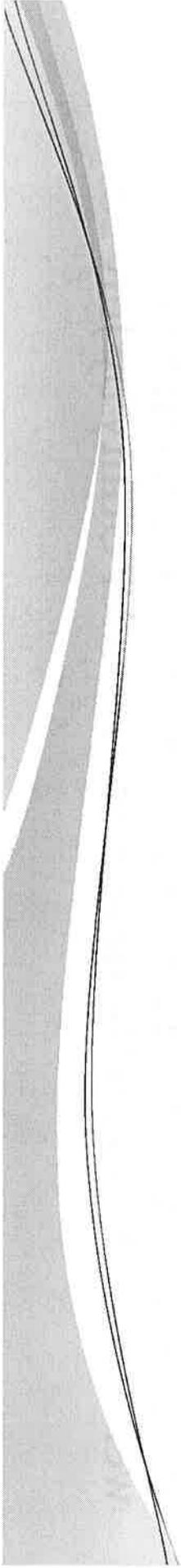


Time: In essence our infrastructure is aging and is in need of repair and replacement.

For example the storm drains in East Main Street are 80 years old and have reached the end of their useful life. The cost for replacement of storm sewer from Division Street to Route 13 is estimated at \$340,000.

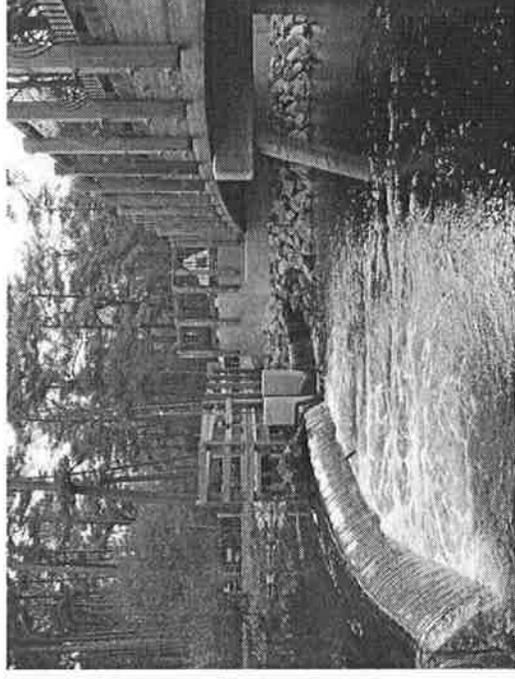


The recent Cody Cox flooding in 2012 identified significant structural deterioration of the storm water piping. The project costs associated with this repair and replacement project will exceed \$1.3M.

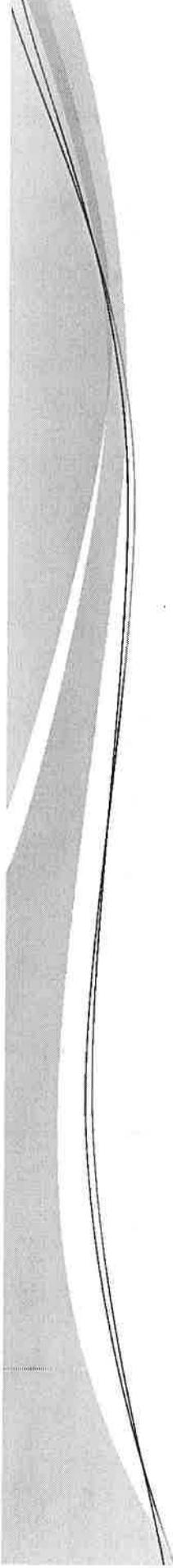


In addition to stormwater piping and collection infrastructure, the network of dams in the City will require investment to function properly and maintain safety.

- Beaverdam Creek Dams
- Johnson Lake Dam
- Beaglin Park Dam
- Mitchell Pond Dams
- Schumaker Pond
- Tonytank Creek



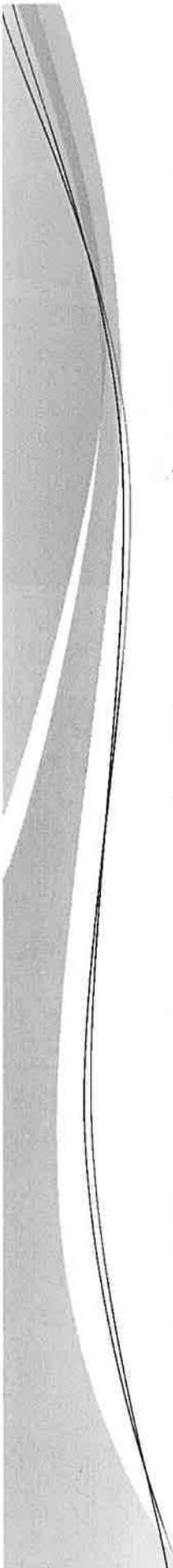
The proposed FY 2015-2019 City Capital Improvement Plan estimates \$1.57M in costs for dam maintenance and repair.



Regulations: Municipal Separate Storm Sewer System (MS4)

The City of Salisbury is unique on Maryland's the Eastern Shore. Because of our population density the City must have its stormwater outfalls permitted under the National Pollution Discharge Elimination System (NPDES). The City, as a condition of its permission to discharge stormwater to State and Federal Waters, must take steps to inventory, monitor and eliminate sources of stormwater pollution.

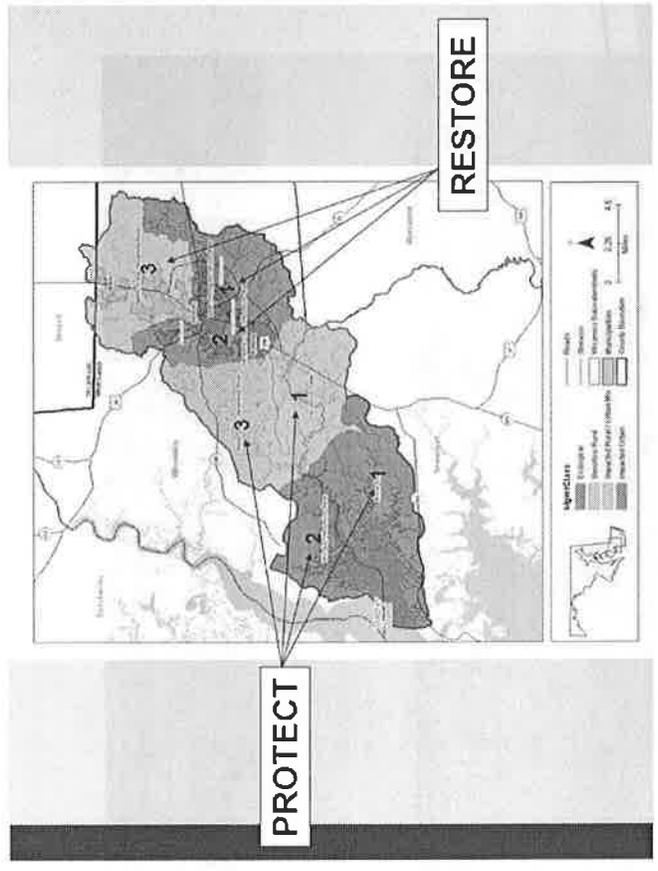
The City has a Phase 2 permit. These permits are renewed every 5 years. It is expected that with renewal in 2014, the City will need to take additional efforts to reduce pollution from its stormwater system. The Phase 1 permit holders in Maryland were required to implement a Stormwater Utility by July 2013.

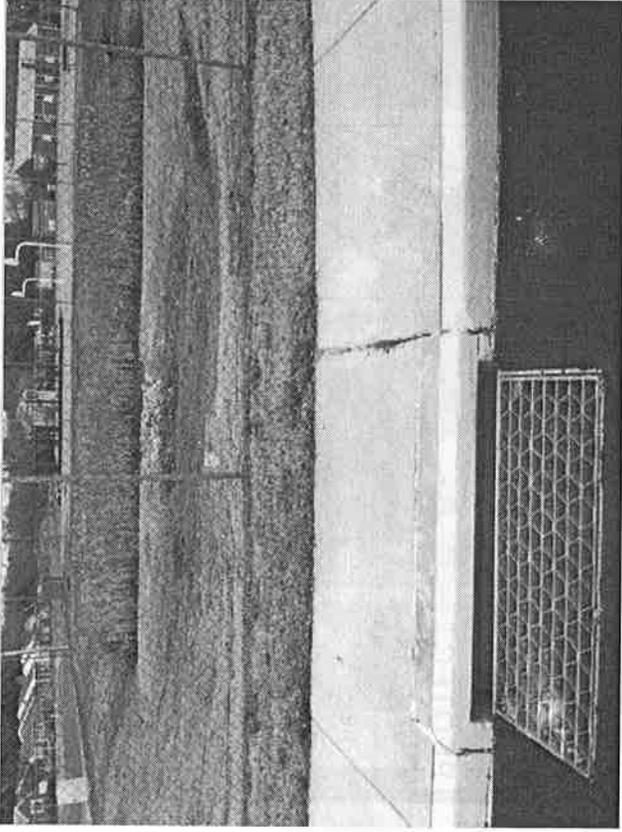


Environmental: Chesapeake Bay Total Maximum Daily Load (TMDL)

Watershed Implementation Plan targets to reduce nutrient pollution loads.

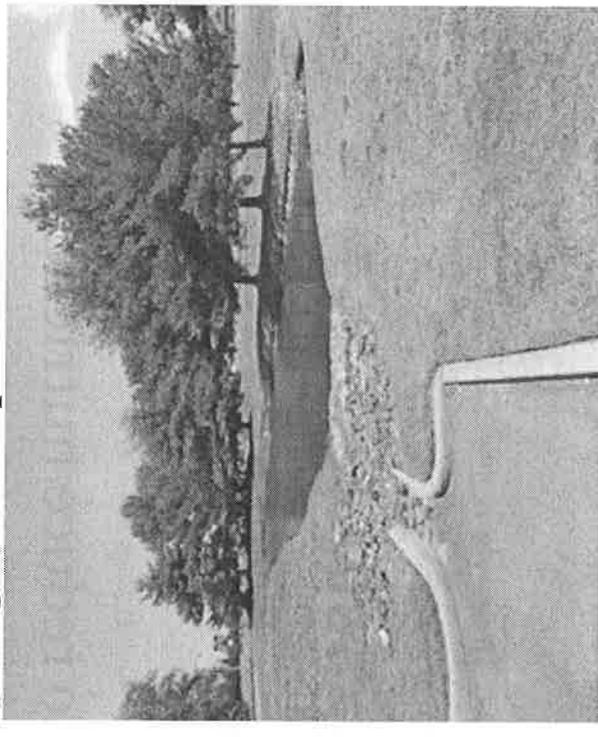
City of Salisbury has a target TMDL reduction of 15,587 lbs. of nitrogen and 1,461 lbs. of phosphorus annually from stormwater runoff. This represents a 24% reduction in nitrogen and 39.7% reduction in phosphorus loads by 2025.





Stormwater pollution reduction from a cost per pound of nutrient removed is the most expensive as compared to agricultural, wastewater, and septic nutrient reduction.

- We are taking infrastructure in the ground that was originally designed for the purpose of water quantity control and adapting it to improve water quality.
- Stormwater management infrastructure is both public and privately owned and maintained.



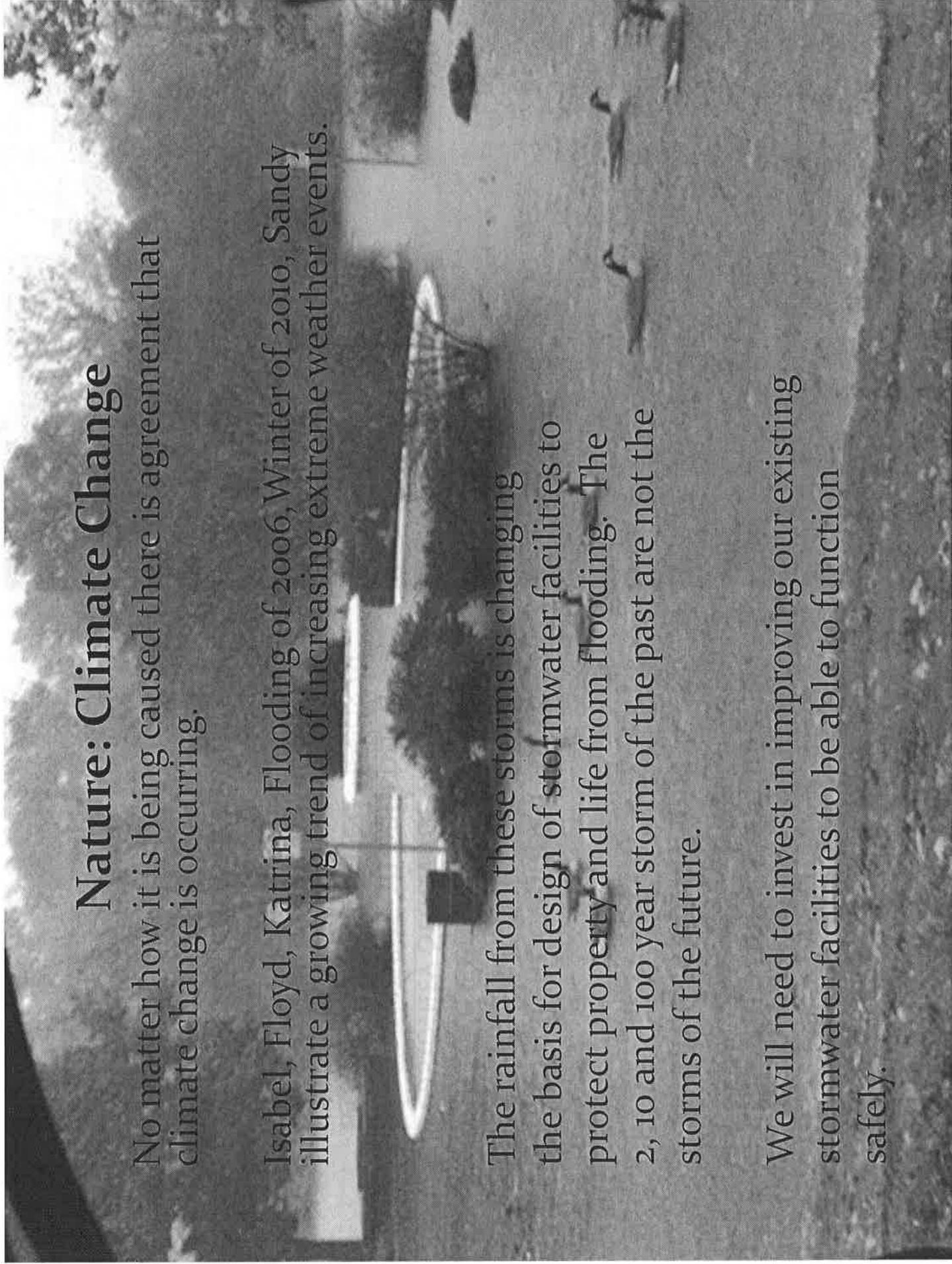
Nature: Climate Change

No matter how it is being caused there is agreement that climate change is occurring.

Isabel, Floyd, Katrina, Flooding of 2006, Winter of 2010, Sandy illustrate a growing trend of increasing extreme weather events.

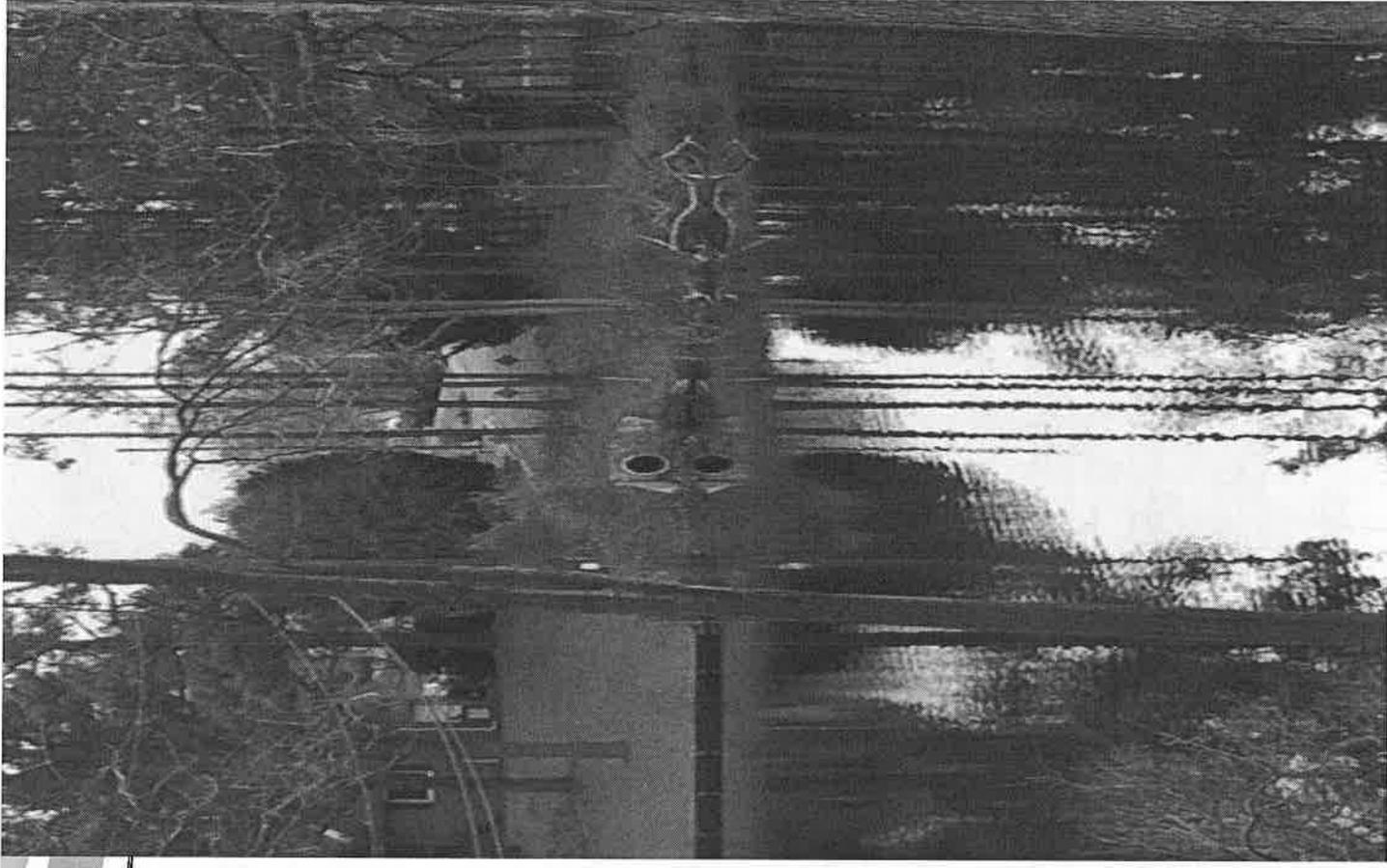
The rainfall from these storms is changing the basis for design of stormwater facilities to protect property and life from flooding. The 2, 10 and 100 year storm of the past are not the storms of the future.

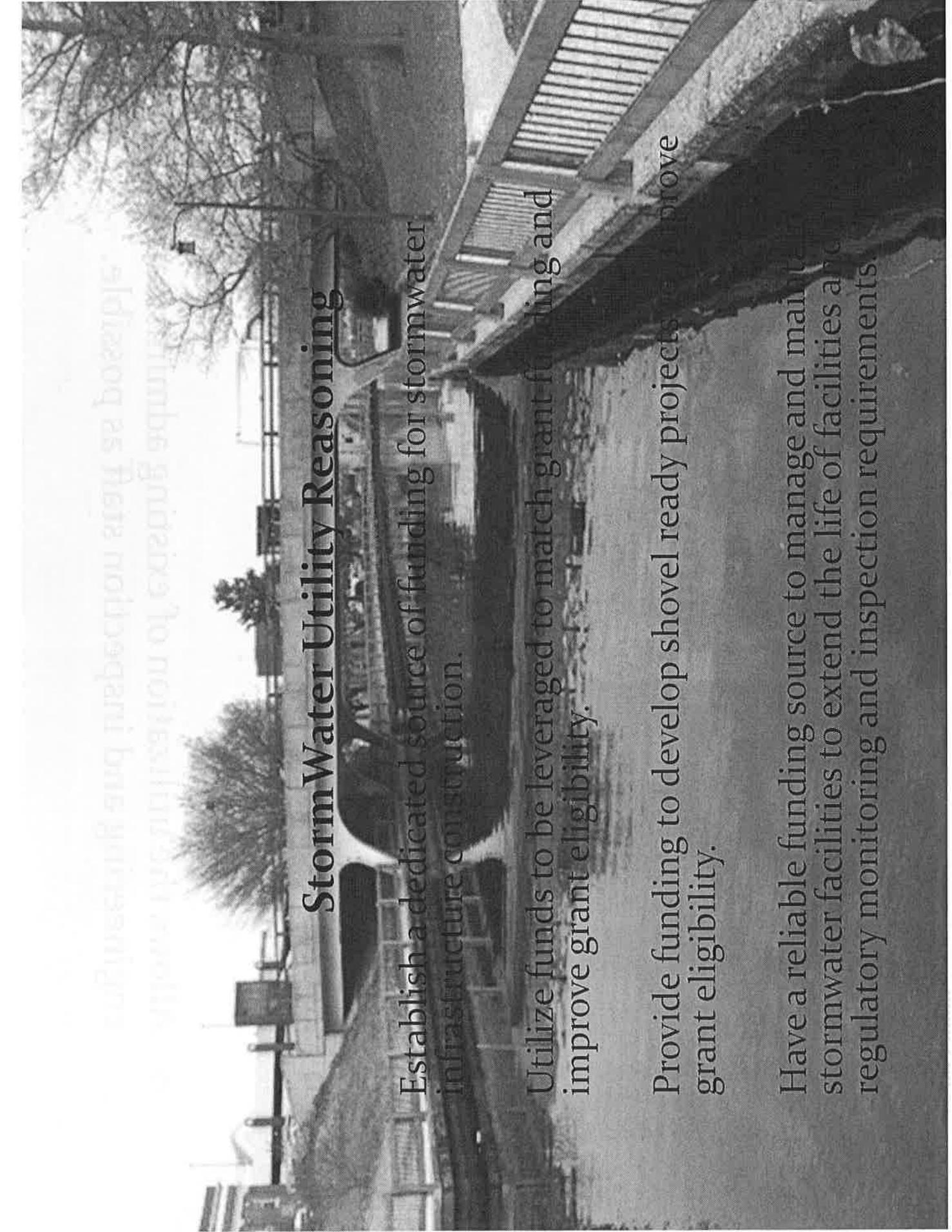
We will need to invest in improving our existing stormwater facilities to be able to function safely.



Cost

- The costs of repair, replacement, clean-up, improvement and maintenance of our stormwater facilities is significant.
- Estimates developed for the Maryland Environmental Finance Center 2013 Financing Feasibility Study for Stormwater Management in Salisbury, Maryland estimated needs of \$23.2M over the next 10 years.
- Additional costs are anticipated to meet nutrient reduction targets above what can be obtained from State and Federal grants.





Storm Water Utility Reasoning

Establish a dedicated source of funding for stormwater infrastructure construction.

Utilize funds to be leveraged to match grant funding and improve grant eligibility.

Provide funding to develop shovel ready projects to improve grant eligibility.

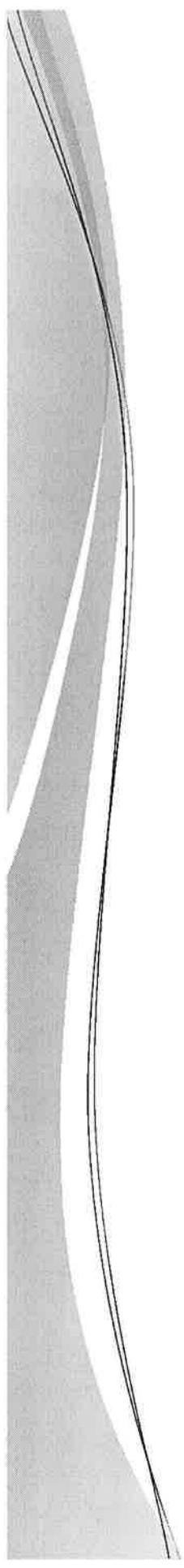
Have a reliable funding source to manage and maintain stormwater facilities to extend the life of facilities and regulatory monitoring and inspection requirements.



Structuring the Storm Water Utility

The Storm Water Utility would be organized under the Department of Public Works.

- Avoids creating an additional organizational structure.
- Allows the utilization of existing administration, engineering and inspection staff as possible.

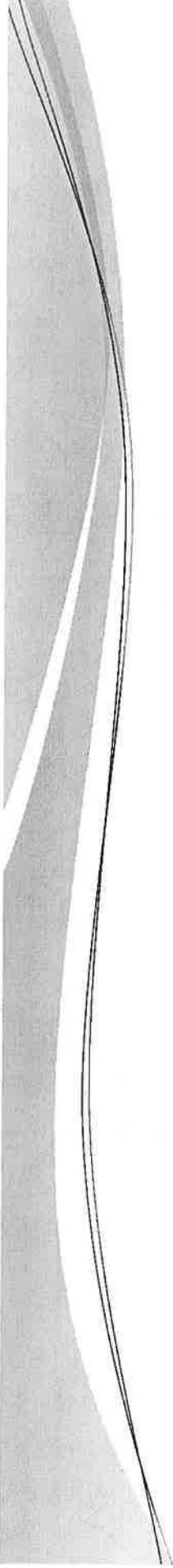


Storm Water Utility Fees

Basis: Utility fees would be established for two categories. Residential and Non-residential.

“Residential Property” means a property which serves the primary purpose, or is zoned to provide the primary purpose, of providing a permanent dwelling unit and which is classified as residential in the state assessment rolls. Townhouses, single-family dwellings, semidetached dwellings, and single-family attached dwelling are included in this definition.

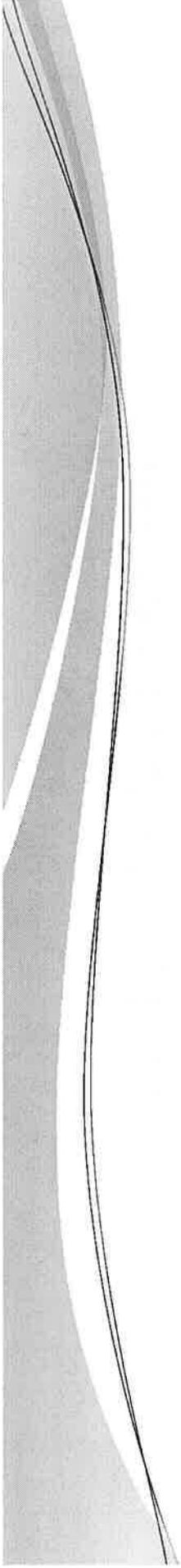
“Non-Residential Property” means property other than Residential Property. Such property shall include but not be limited to, apartments, care homes, hotels, motels, mixed-use buildings, mobile homes parks, commercial property, industrial property, parking lots, hospitals, schools, recreational and cultural facilities, offices and churches.



Storm Water Utility Fees

The Residential fee structure would be a uniform rate based on the average impervious area per residential lot within the City. This amount was determined to be 3,344 square feet to establish an Equivalent Residential Unit (ERU).

The Nonresidential fee structure would be based on the impervious area of the parcel divided by 3,344 square feet to determine the number of equivalent ERU's.

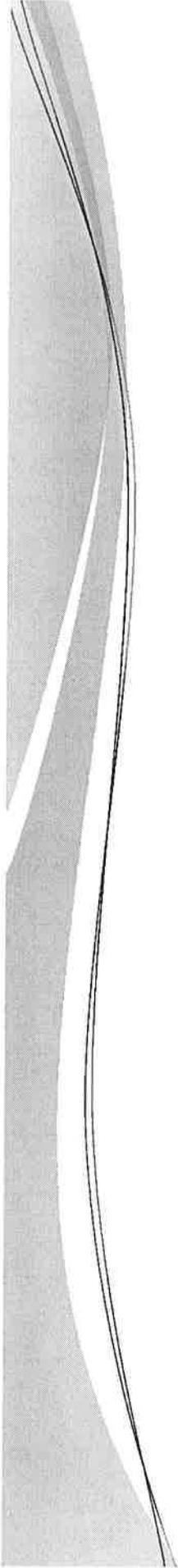


Storm Water Utility Fee

The ERU fee is proposed to be \$20/Year.

The fee is proposed to be implemented in January 2015 to allow time for the City to determine impervious areas for the different nonresidential properties.

Billing is proposed to be included in the City utility billing as a separate line item.



Storm Water Utility Ordinance

The ordinance provides for an assessment notice prior to instituting the fee to notify property owners of the fee determination and provide an opportunity for requests for corrections.

In order to encourage private property owners to implement stormwater reduction measures and treatment, a provision to allow credits is proposed to be developed.

There is no exemption program proposed.



QUESTIONS?

Thank You!

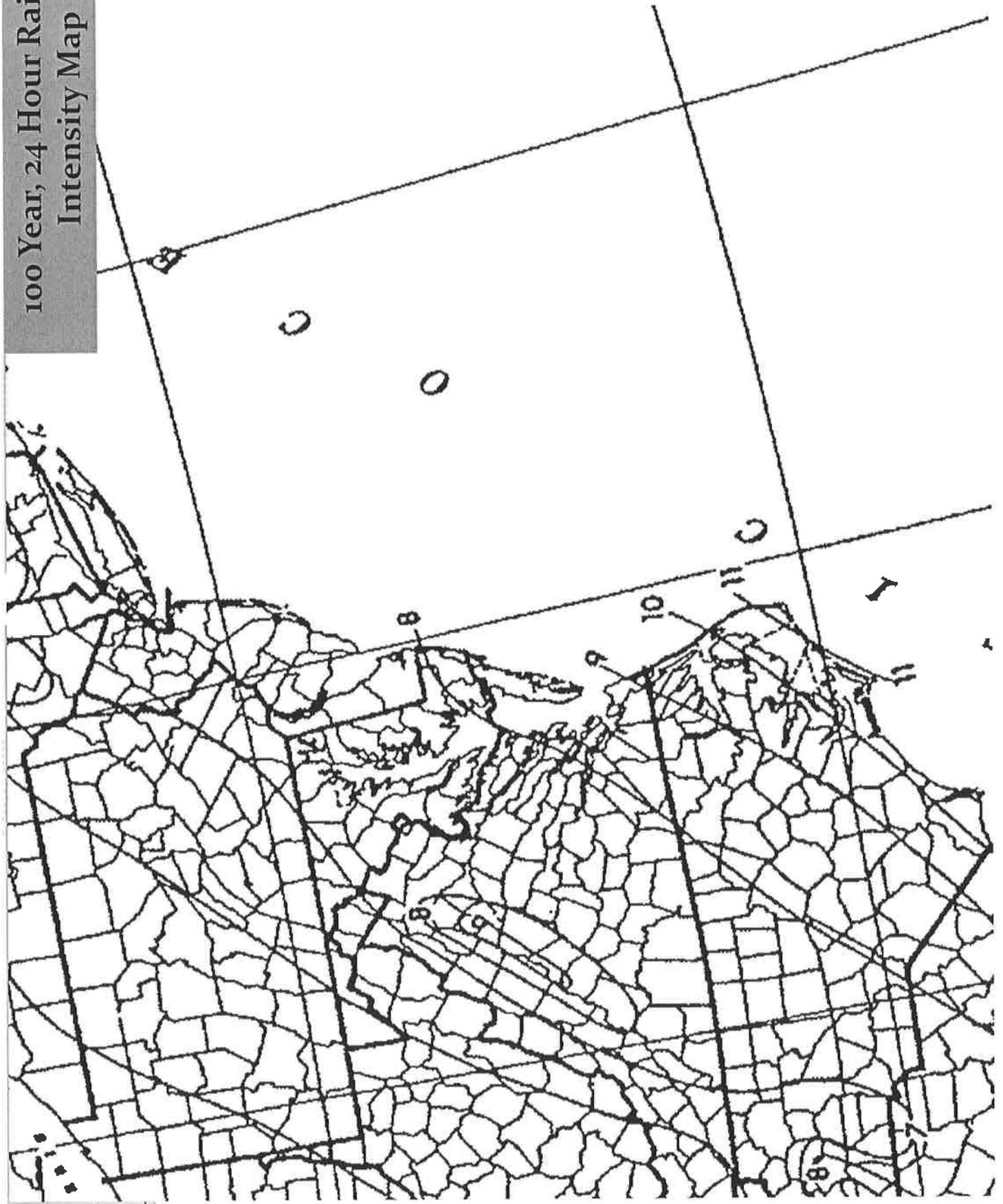
Salisbury Department of Public

Works

Michael Moulds, PE Director

Amanda Pollack, PE Deputy Director

100 Year, 24 Hour Rainfall
Intensity Map



City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
ACTING CITY ADMINISTRATOR

To: Tom Stevenson, Acting City Administrator
From: Michael Moulds, Director of Public Works *MM*
Date: December 13, 2013
Re: Donation of a Memorial Park Bench for the Salisbury City Park

Public Works was contacted by Ms. Donna Faw regarding a donation of a memorial park bench. Ms. Faw and her friends are asking to donate a bench in memory of Cynthia Wingate Gore. Please see the attached letter and application. Resolution No. 2206 established a policy for the acceptance of donations to for the Salisbury City Park for benches and trees, and the application was made in accordance with the policy.

The donation will be for \$850, which includes:

- \$500 bench (includes engraving and freight)
- \$250 concrete foundation
- \$100 maintenance for the life of the bench

Ms. Faw has provided a deposit in the amount of \$100 with the application.

For your consideration, attached is a resolution to accept the donation and sign the agreement with Ms. Faw.

Unless you or the Mayor has further questions, please forward a copy of this memo to the City Council.

We would like to buy/install a bench in Salisbury's park in memory of Cynthia Wingate Gore.

We are ten good friends from Bennett High School (Class of '66 – the first class) who adored Cindy. She died of breast cancer this summer. Her oldest son and family live in Salisbury, and we feel this bench would be an appropriate gift in her honor. She grew up in Salisbury, taught in Salisbury many years, performed with the Community Players, and thrived on life in Salisbury.

City of Salisbury
Public Works Department
Attachment B

MEMORIAL TREE AND PARK BENCH DONATION APPLICATION

Name: Donna Faw Date: 12/3/13
Address: 4920 N. Oaklane City: Wrightsville Bx,
State: WI Zip Code: 53217
Phone #: 414 232-7085 Fax #: _____
Email: dfaw2001@yahoo.com

Please indicate if you are interested in donating a memorial tree or park bench.

Memorial Tree

Memorial Park Bench

Please indicate if you are interested in donating a memorial plaque.

Yes No

Please describe the location you wish to place a memorial tree or park bench. (Location is subject to City approval)

Where you would propose - we are open to that

If you wish to donate a memorial tree, please specify your preferred type from the City's approved list.

If donating a bench, please specify how you would like the bench engraved (limit 30 characters).

In Memory of
Cynthia Wingate Gore

In making this donation, I understand that I must make a contribution for the maintenance of this item of \$ _____

Total cost will be \$850, including maintenance

Please enclose a non-refundable deposit of \$ 100. and return to the Public Works Department office. Prior to ~~the~~ purchase and for bench installation remaining balance must be paid in full. Receipt will be provided.

Please make checks payable to: City of Salisbury City Park Maintenance Fund

Please Note: All locations of memorial tree or park bench, type of tree, and plaque displayed must be pre-approved by the City.

1 RESOLUTION NO. 2359

2
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING A
4 DONATION FROM DONNA FAW FOR A MEMORIAL PARK BENCH.

5
6 WHEREAS, the Council of the City of Salisbury supports the acceptance of
7 donations for the Salisbury City Park; and

8
9 WHEREAS, Resolution No. 2206 established a policy for the acceptance of
10 donations to for the Salisbury City Park; and

11
12 WHEREAS, Donna Faw would like to donate a memorial park bench to the City in
13 memory of Cynthia Wingate Gore; and

14
15 WHEREAS, Donna Faw has submitted the required application and deposit for the
16 donation; and

17
18 WHEREAS, Donna Faw will donate a total of \$850 for the purchase, installation
19 and maintenance of the memorial park bench for the Salisbury City Park.

20
21 NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury,
22 Maryland does hereby accept the donation of a memorial park bench valued at a maximum
23 of \$850, including installation and maintenance, and authorizes the Mayor to sign the
24 attached City Park Amenity Donation Agreement.

25
26 THIS RESOLUTION was introduced and duly passed at a meeting of the Council
27 of the City of Salisbury, Maryland held on _____, 2014 and is to become effective
28 immediately upon adoption.

29
30 ATTEST:

31
32
33 _____
34 Kimberly R. Nichols
35 CITY CLERK

36 _____
37 Jacob R. Day
38 PRESIDENT, City Council

39
40 APPROVED by me this _____ day of _____, 2014

41 _____
42 James Ireton, Jr.
43 MAYOR, City of Salisbury

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City of Salisbury
Public Works Department
Attachment A

CITY PARK AMENITY DONATION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2014, is by and between the City of Salisbury (the "City"), a municipal corporation, and Donna Faw, (the "Donor"), 4820 N. Oakland, Whitefish Bay, WI 53217.

WHEREAS the Donor and the City recognize the importance of city park facilities and amenities;

WHEREAS the Donor has offered to donate a memorial park bench;

NOW, THEREFORE, the City and the Donor, for the consideration and under the described conditions and obligations, hereinafter set forth and agree as follows:

Section 1. The donation, known as Memorial Park Bench in memory of Cynthia Wingate Gore, as described below, is donated in its entirety to the citizens of Salisbury to be hereafter owned by the City of Salisbury and managed on behalf of the citizens by the Department of Public Works.

Section 2. Description and Location: The item is a six (6) foot long, surface mount bench with brown Trex slats and a green frame. The slats will be engraved with the text "In Memory Of Cynthia Wingate Gore." The bench will be installed on a concrete pad. The bench will be located in the Salisbury City Park.

Section 3. Maintenance: The City shall be responsible for maintenance of the item, including any reasonable repairs, and will have the discretion to not replace and/or repair the donation if it is deemed damaged beyond reasonable repair and/or replacement, suffers repeated vandalism, and/or expires. Maintenance or replacement of the item will be at the City's sole discretion.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials:

IN WITNESS whereof the parties have executed this Agreement on the date set forth above.

By, James Ireton, Jr.
Mayor, City of Salisbury

By, Donna Faw
4820 N. Oakland
Whitefish Bay, WI 53217

ATTEST:
City Clerk

City of Salisbury

Approved as to form: _____ City Attorney's Office

City of Salisbury



MARYLAND



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON
ACTING CITY ADMINISTRATOR

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

To: Mayor James Ireton, Jr.
From: Jeanne Loyd, Human Resources Manager
CC: M. Thomas Stevenson, Acting City Administrator
Date: December 13, 2013
Re: Request for Time Extension:
Acting City Administrator

The City's Employee Handbook requires that the City Council provide advice and consent to allow an employee to serve in an acting capacity for more than six months.

I request that the acting status for M. Thomas Stevenson as ACTING ASSISTANT CITY ADMINISTRATOR be continued until a permanent CITY ADMINISTRATOR is appointed. Mr. Stevenson was named ACTING CITY ADMINISTRATOR effective on July 31, 2013. He will reach his six month anniversary on January 31, 2014.

We have advertised for the position of City Administrator and will review the applicants for consideration after the closing date for this position posting which is December 20, 2013. Once you have reviewed the applicants, it is my understanding that you will forward the name (s) of those candidates to the City Council for advice and consent following this search process. The completion of this process will exceed the established six (6) month time frame for Mr. Stevenson to remain as ACTING CITY ADMINISTRATOR without further advice and consent.

Unless you have further questions, please forward this request to the City Council.

City of Salisbury



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON
ACTING CITY ADMINISTRATOR

MARYLAND

To: Mayor James Ireton, Jr.
From: Jeanne Loyd, Human Resources Manager
CC: M. Thomas Stevenson, Acting City Administrator
Date: January 2, 2014
Re: Request for Time Extension:
Neighborhood Services and Code Compliance Director

The City's Employee Handbook requires that the City Council provide advice and consent to allow an employee to serve in an acting capacity for more than six months.

I request that the acting status for Susan Phillips as ACTING NEIGHBORHOOD SERVICES/CODE COMPLIANCE DIRECTOR be continued until a permanent director is appointed. Ms. Phillips was named ACTING NEIGHBORHOOD SERVICES/CODE COMPLIANCE DIRECTOR effective on July 31, 2013. She will reach her six month anniversary on January 31, 2014.

We have advertised for the position of City Administrator and are reviewing the applicants for consideration following the closing date for this position posting which ended on December 20, 2013. Once you have reviewed the applicants, it is my understanding that you will forward the name (s) of those candidates to the City Council for advice and consent following this search process. The completion of this process will exceed the established six (6) month time frame for Mr. Stevenson to remain as ACTING CITY ADMINISTRATOR without further advice and consent. Mr. Stevenson's continued ACTING status impacts the ACTING NEIGHBORHOOD SERVICES/CODE COMPLIANCE DIRECTOR position. We are unable to fill the NEIGHBORHOOD SERVICES/CODE COMPLIANCE DIRECTOR position until a decision has been made regarding the filling of the CITY ADMINISTRATOR position.

Unless you have further questions, please forward this request to the City Council.

1 **RESOLUTION NO. 2361**

2
3
4 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AGREEING TO
5 THE EXTENSION OF THE ACTING STATUS FOR ACTING NEIGHBORHOOD SERVICES/CODE
6 COMPLIANCE DIRECTOR SUSAN PHILLIPS.
7

8
9 WHEREAS, the City's Employee Handbook provides that employees can only serve in acting
10 status for a term exceeding six months with the advice and consent of the City Council; and
11

12 WHEREAS, Susan Phillips has been serving in acting status since July 31, 2013 and will reach
13 the six month anniversary on January 31, 2014; and
14

15 WHEREAS, the Mayor is not yet ready to appoint a new NEIGHBORHOOD SERVICES/CODE
16 COMPLIANCE DIRECTOR and desires that Susan Phillips continue serving in acting capacity.
17

18 NOW, THEREFORE, BE IT RESOLVED that the Salisbury City Council hereby agrees to
19 extend the acting status of Susan Phillips as Acting Neighborhood Services/Code Compliance Director.
20

21 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the
22 City of Salisbury, Maryland held on the _____ day of _____, 2014 and is to become effective
23 immediately upon adoption.
24

25 ATTEST:

26 _____
27
28 Kimberly R. Nichols
29 City Clerk

Jacob R. Day, President
Salisbury City Council

30 APPROVED by me this _____
31
32 day of _____ 2014.
33
34

35 _____
36
37 James Ireton, Jr.
38 MAYOR, City of Salisbury

City of Salisbury



MARYLAND

Salisbury



2010

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3190
Fax: 410-548-3192

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES
PROCUREMENT DIVISION

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
INTERIM CITY ADMINISTRATOR

VACANT
ASSISTANT CITY ADMINISTRATOR

COUNCIL AGENDA

January 13, 2014

1. Change Order #1 to Contract No. 114-13
(Mill Street Bulkhead)

\$18,300.00

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3190
Fax: 410-548-3192

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
ACTING CITY ADMINISTRATOR

VACANT
ASSISTANT CITY ADMINISTRATOR

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES
PROCUREMENT DIVISION

COUNCIL AGENDA

January 13, 2014

TO: Mayor and City Council

SUBJECT: Change Order #1 to Contract No. 114-13
Mill Street Bulkhead

The Procurement Department received a request from the Department of Public Works to process Change Order #1 to Contract No. 114-13, Mill Street Bulkhead, in the amount of \$18,300.00. This Change Order proposes to allow Somerset Paving and Marine to perform bridge repairs to the Naylor Mill Road Bridge which will address issues in the 2012 Bridge Inspect Report. Additional details are noted in the department memo.

Funds are available in account number 31000-513020 "Engineering/Architectural".

The Procurement Department requests Council's approval to approve Change Order #1 as noted above to Somerset Paving and Marine in the amount of \$18,300.00.

Thank you,

Jennifer Miller
Assistant Director Internal Services-Procurement & Parking

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
ACTING CITY ADMINISTRATOR

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

TO: Jennifer Miller, Assistant Director of Internal Services-Procurement
FROM: Michael S. Moulds, Director of Public Works *MSM*
DATE: December 18, 2013
SUBJECT: Change Order No. 1
Contract No. 114-13
Mill Street Bulkhead

Please process this change order to add Naylor Mill Road Bridge Repair to Somerset Paving and Marine contract 114-13, purchase order number 2140017. This change is to implement repairs to the Naylor Mill Bridge outlined by M&N Engineering and Diving Services 2012 Bridge Inspection Report. This change will extend and backfill the wing walls on the north east and south east embankments. The Naylor Mill Road bridge improvements were budgeted to be completed in FY14.

Site visits were made to review the necessary repairs and site conditions. Somerset Paving and Marine confirmed an approach suitable to the adjacent Waters of the United States (Naylor's Pond Stream) as well as the high traffic and limited shoulder of the work site. Employing the process used on the current work being performed for the City, Somerset Paving and Marine has submitted an approach avoiding the cost and impact of mobilizing a crane that minimizes impact to traffic, avoids closure of the road during work hours and removes all equipment at the end of each shift reopening the affected lane of traffic each evening.

The total change order is \$18,300.00. Funds are available for this work in account number 31000-513020.

Michael S. Moulds, P.E.
Director of Public Works

CHANGE ORDER

#1

PROJECT: **Contract Nos. 114-13**
Mill Street Bulkhead

P.O. NO: **2140017**

TO: **Somerset Paving and Marine**
4395 Crisfield Highway
Crisfield, MD 21817

CHANGE ORDER NO: 1
INITIATION DATE: 12/18/2013
CONTRACT DATE: 7/9/13
ACCOUNT NO: 31000-513020

You are directed to make the following changes in this contract:

Repairs to the Naylor Mill Road bridge addressing issues in the 2012 Bridge Inspection Report, including:

1. N.E Wing wall extension
 - 15' long
 - Install level with existing

2. S.E Wing wall extension
 - 15 linear feet
 - 90 degree bend
 - Remove and replace existing piling at new corner of wing wall.
 - Raise level to be similar to level of S.W. wing wall

3. Wing wall construction:
 - 12" Butt, 20' long pilings – (Qty 3 new pilings each wing wall – (6) total)
 - 6" x 8" whalers
 - 16' vertical sheets (3" x 10" tongue and groove)
 - Cap to protect sheeting
 - Back fill with crush and run

4. Mobilization & Demobilization

5. Traffic Control by Subcontractor

Not valid until signed by the Owner and Department Head.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$ <u>346,888.00</u>
Net change by previously authorized Change Orders	\$ <u>0.00</u>
The Contract Sum prior to this Change Order was	\$ <u>346,888.00</u>
The Contract Sum will be (increased), (decreased), (unchanged) by this Change Order	\$ <u>18,300.00</u>
The new Contract Sum including this Change Order will be.....	\$ <u>365,188.00</u>
The Contract Time will be (increased), (decreased), (unchanged) by this Change Order by () days or (15) weeks	
The date of substantial completion as of the date of this Change Order..... therefore is	<u>March 28, 2014</u>

AUTHORIZED:

BY: _____ Michael S. Moulds, P.E. Acting Director of Public Works	Vendor: _____	BY: _____ Jennifer Miller, Assistant Director of Internal Services-Procurement Division
---	----------------------	--

DATE: _____	BY: _____ Printed name	DATE: _____
BY: _____ KEITH A. CORDREY Director of Internal Services	_____ Title	Funding/Bid Award As Approved by City Council
DATE: _____	BY: _____ Sign for Identification	By: _____ Jacob R. Day President, City Council
BY: _____ Mark Tilghman City Solicitor	DATE: _____	DATE: _____
DATE: _____		

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: City Council
Mayor
From: Tom Stevenson
Subject: Foreclosure Task Force
Date: January 8, 2014

Attached please find a resolution that will have the effect of creating a Foreclosure Task Force. The group will evaluate and review the City's response to foreclosures and then recommend policies and/or legislation that will address the impact that foreclosures may have on the City. An emphasis will be placed on foreclosure prevention, maintenance of foreclosed properties and administrative policies and procedures.

RESOLUTION NO. 2362

1 A RESOLUTION OF THE CITY OF SALISBURY, MARYALND ESTABLISHING A
2 FORECLOSURE TASK FORCE TO ESTABLISH, EVALUATE AND REVIEW THE CITY’S
3 RESPONSE TO FORECLOSURES AND TO RECOMMEND APPROPRIATE POLICIES
4 AND/OR LEGISLATION TO ADDRESS THE IMPACT OF FORECLOSURES IN THE
5 CITY.

6
7 WHEREAS, the City of Salisbury is well aware of the economic, community and quality of
8 life impacts that foreclosures are having in the City of Salisbury, Wicomico County and the
9 region and has undertaken several legislative, policy and funding initiatives to support efforts to
10 encourage retention of homes and new homeownership opportunities; and

11
12 WHEREAS, according to the Maryland Department of Housing and Community
13 Development Office of Policy, Planning and Research, Property Foreclosure Events in
14 Wicomico County for 2013 Q3 have increased 463.7% over 2012 Q3; Notices of Mortgage Loan
15 Default Issued in Wicomico County for 2013 Q3 have increased 382.7% over 2012 Q3; Notices
16 of Foreclosure Sales Issued in Wicomico County for 2013 Q3 have increased 6290.0% over
17 2012 Q3; Lender Purchases of Foreclosed Properties in Wicomico County for 2013 Q3 have
18 increased 79.1% over 2012 Q3; and Salisbury’s 21801 and 21804 Zip Codes have been
19 identified as “High Hot Spots” for Foreclosure Activity within the State of Maryland; and

20
21 WHEREAS, the City of Salisbury desires to further examine the opportunities for
22 addressing issues related to residential property foreclosures, including through education,
23 counseling, and homeowner and buyer financial assistance, and to consider appropriate
24 recommendations for implementation of those opportunities.

25
26 NOW, THEREFORE, BE IT RESOLVED that the City of Salisbury Foreclosure Task
27 Force is hereby established to review and evaluate the City’s response to foreclosures and to
28 recommend appropriate policies and/or legislation to address the impact of foreclosures in the
29 City, including an emphasis on foreclosure prevention, maintenance of foreclosed properties and

1 Court and City administrative policies and procedures for use in the foreclosure setting.

2
3 BE IT FURTHER RESOLVED that the Foreclosure Task Force shall be composed of nine
4 (9) members, as follows:

- 5
6 1. The Administrative Judge of the Circuit Court for Wicomico County or her designee;
7 2. Two (2) representatives of banks or mortgage companies operating within Salisbury
8 with experience in residential lending;
9 3. One (1) representative of a not-for-profit housing organization providing foreclosure
10 related services within Salisbury;
11 4. One (1) representative of the Salisbury realtor community;
12 5. Two (2) residents of the City, not otherwise qualified;
13 6. The President of the City Council or the President's representative, as a non-voting
14 member; and
15 7. The Deputy Director of the Salisbury-Wicomico Department of Planning & Zoning, as
16 a non-voting member.

17
18 BE IT FURTHER RESOLVED that the Mayor shall appoint the members of the Task
19 Force and the Task Force shall choose its Chair from amongst the nine appointed members.

20
21 BE IT FURTHER RESOLVED that the Foreclosure Task Force shall present its evaluation
22 and recommendations to the Mayor and City Council on or before September 1, 2014 and shall
23 dissolve upon the acceptance of its report.

24
25 BE IT FURTHER RESOLVED that copies of this Resolution shall be sent by the City
26 Clerk to the City Council, the Mayor, the Secretary of the State Department of Housing and
27 Community Development, the Administrative Judge of the Circuit Court for Wicomico County
28 and the Chairs of the Eastern Shore House and Senate Delegations.

THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the
City of Salisbury, Maryland held on _____, 2014 and is to become effective immediately

upon adoption.

ATTEST:

Kimberly R. Nichols
CITY CLERK

Jacob R. Day
PRESIDENT, City Council

APPROVED by me this _____ day of _____, 2014

James Ireton, Jr.
MAYOR, City of Salisbury

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**RESOLUTION NO. 2356
AS AMENDED ON DECEMBER 9, 2013**

A RESOLUTION OF THE ~~COUNCIL OF THE~~ CITY OF SALISBURY PROPOSING THE ANNEXATION TO THE CITY OF SALISBURY OF A CERTAIN AREA OF LAND SITUATE CONTIGUOUS TO AND BINDING UPON THE EASTERLY CORPORATE LIMIT OF THE CITY OF SALISBURY, TO BE KNOWN AS THE "MERRIT MILL/SMITH ANNEXATION" BEING AN AREA LOCATED ON THE SOUTHERLY SIDE OF AND BINDING UPON MERRITT MILL ROAD, EAST OF THE INTERSECTION OF MERRITT MILL ROAD AND PHILIP MORRIS DRIVE

17 WHEREAS, the City of Salisbury has received a petition to annex,
18 signed by at least twenty-five percent (25%) of the persons who are
19 resident registered voters and of the persons who are owners of at least
20 twenty-five percent (25%) of the assessed valuation of the real property in
21 the area sought to be annexed, ~~and~~ being located on the southerly side of
22 and binding upon Merritt Mill Road, east of the intersection of Merritt
23 Mill Road and Philip Morris Drive, an improved County road; said parcel
24 being contiguous to and binding upon the easterly corporate limit of the
25 City of Salisbury; and

26 WHEREAS, the City of Salisbury has caused to be made a certification of
27 the signatures on said petition for annexation and has verified that the persons
28 who signed the petition ~~represent~~ are at least twenty-five percent (25%) of the
persons who are eligible voters and property owners owning twenty-five percent

29 (25%) of the assessed valuation of real property in the area to be annexed, all as
30 of March 13, 2007, as will more particularly appear by the certification of W. Clay
31 Hall, Surveyor, of the City of Salisbury, attached hereto; and

32 WHEREAS, it appears that the petition meets all the requirements of the
33 law; ~~and~~

34 WHEREAS, ~~the a~~ public hearing ~~is was~~ scheduled for January 13, 2014 at
35 6:00 p.m.

36 SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL
37 OF THE CITY OF SALISBURY THAT ~~it is hereby proposed and recommended~~
38 ~~that~~ the boundaries of the City of Salisbury be changed so as to annex to and
39 include within ~~said the~~ City all that parcel of land together with the persons
40 residing therein and their property, contiguous to and binding upon the
41 southerly side of ~~and binding upon~~ Merritt Mill Road, and being more
42 particularly described on Exhibit "A" attached hereto and made a part hereof.

43 SECTION 2. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF
44 THE CITY OF SALISBURY, THAT the annexation of the said area be made
45 subject to the terms, conditions and agreements in Exhibits A-C attached hereto
46 and made a part hereof.

47 SECTION 3. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF
48 THE CITY OF SALISBURY, THAT the Council hold a public hearing on the

49 annexation hereby proposed on January 13, 2013 at 6:00 o'clock p.m. in the
50 Council Chambers at the ~~City-County~~Government Office Building and the City
51 Administrator shall cause a public notice of the time and place of said hearing to
52 be published not fewer than two (2) times at not less than weekly intervals, in a
53 newspaper of general circulation in the City of Salisbury, which said notice shall
54 specify a time and place at which the Council of the City of Salisbury will hold a
55 public hearing on the Resolution.

56 SECTION 4. AND BE IT FURTHER RESOLVED BY THE COUNCIL OF
57 THE CITY OF SALISBURY, THAT this resolution shall take effect upon the
58 expiration of forty-five (45) days following its final passage, subject, however, to
59 the right of referendum as contained in the Local Government Article of the
60 Maryland Code.

61 The above resolution was introduced, ~~and~~ read and passed at the regular
62 meeting of the Council of the City of Salisbury held on the ____ day of
63 _____, 201__, having been duly published as required by law in the
64 meantime, and a public hearing ~~was~~having been held on the 13th day of January,
65 2014, ~~and the Resolution~~ was finally passed by the Council at its regular meeting
66 ~~held~~ on the ____ day of January, 2014.

67 _____
68 Kimberly R. Nichols,
69 City Clerk

Jacob R. Day,
Council President

70

71

72 APPROVED BY ME this _____ day of _____ 201_.

73

74

75

76

77 James Ireton, Jr.

78 Mayor of the City of Salisbury

79

80

81

82

83

84 H:/annexation/Res U.S. 50 East- Moore 030113

EXHIBIT "A"
MERRITT MILL ROAD – SMITH PROPERTY ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the easterly Corporate Limit of the City of Salisbury to be known as "Merritt Mill Road – Smith Property Annexation" beginning for the same at a point on the Corporate Limit, said point being near the northeast corner of the property belonging to the estate of Marian H. Smith X 1,215,361.11 Y 199,496.60; thence running North four degrees thirty-six minutes forty seconds East (N 04° 36' 40" E) one decimal two, zero (1.20) feet to a point on the southerly right-of-way line of Merritt Mill Road at the northeast corner of the said Smith estate property X 1,215,361.21 Y 199,497.80; thence running with the southerly right-of-way line of said road North sixty-three degrees forty minutes fourteen seconds West (N 63° 40' 14" W) three hundred and two decimal nine, zero (302.90) feet to a cement post at the northwest corner of the said Smith estate property X 1,215,089.74 Y 199,632.14; thence running by and with said property the following three courses: (1) South zero degrees twenty-eight minutes forty-four seconds East (S 00° 28' 44" E) one hundred and thirty decimal eight, six (130.86) feet to a point X 1,215,090.83 Y 199,501.28; (2) South eighty-nine degrees forty-one minutes eleven seconds West (S 89° 41' 11" W) one hundred and fifty-five decimal five, zero (155.50) feet to a cement post X 1,214,935.33 Y 199,500.43; (3) South one degree one minute thirty-five seconds East (S 01° 01' 35" E) one thousand two hundred and forty decimal six, nine (1,240.69) feet to an iron rod on the Corporate Limit at the southwest corner of the said Smith estate property X 1,214,957.56 Y 198,259.94; thence continuing by and with the Smith estate property and the Corporate Limit the following two courses: (1) South eighty degrees twenty-two minutes two seconds East (S 80° 22' 02" E) three hundred and four decimal zero, zero (304.00) feet to a cement post X 1,215,257.27 Y 198,209.07; (2) North four degrees thirty-six minutes forty seconds East (N 04° 36' 40" E) one thousand two hundred and ninety-one decimal seven, one (1,291.71) feet to the point of beginning and containing 10.972 acres, all of which being lands conveyed to John Wesley Smith and Marian Hastings Smith. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

JAMES IRETON, JR.
MAYOR

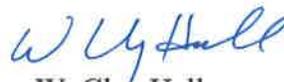
TOM STEVENSON
ACTING CITY ADMINISTRATOR

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

CERTIFICATION

MERRITT MILL ROAD – SMITH PROPERTY ANNEXATION

This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.


W. Clay Hall
Surveyor

Date: 10/21/13

Merritt Mill Road - Smith Certif.

REPORT OF ANNEXATION PLAN
for the
MERRITT MILL ROAD / SMITH ANNEXATION
TO THE CITY OF SALISBURY

November 21, 2013

This Annexation Plan was prepared pursuant to the year 2006 changes to State law governing municipal annexation and planning (House Bill 1141)¹. It is consistent with the Municipal Growth Element of the City of Salisbury comprehensive plan. The following are milestones in the public review and consideration of the proposed Annexation.

- At a work session in August 2013 the Salisbury City Council reviewed the proposed annexation, and draft annexation agreement.
- In September 2013 the City of Salisbury / Wicomico County Planning Commission reviewed the proposed annexation and forwarded a favorable recommendation to the Salisbury City Council for zoning of the Property upon annexation.
- At a Salisbury City Council meeting on December 9, 2013, the City Council formally reviewed the annexation resolution, annexation agreement, and this Annexation Plan and directed that a public hearing date be established. The Council directed that the Annexation Plan be forwarded to the Maryland Department of Planning and the Wicomico County Council for comment within 30 days of the public hearing as provided for by State law.

¹ HB 1141, passed by the 2006 General Assembly and made into law, revised sections of Articles 66B and 23A of the Annotated Code of Maryland.

1.0

GENERAL INFORMATION AND DESCRIPTION

1.1 Petitioners

Thomas F. Johnson, Jr. Esq. Personal Representative of the Estate of Marian H. Smith, at 128 Main Street, Salisbury, Maryland.

1.2 Location

The Property is located on Merritt Mill Road (Tax Map #39, Parcels #33 and #542; Grid #7).

1.3 Property Description

Attachment 1 shows the survey of the Property. The Annexation Property consists 11.21 acres of land located in the area between U.S. Route 50, Merritt Mill Road and Philip Morris Drive. It is bordered on the south by a shopping center, on the east by a townhouse and multifamily development constructed in 2006 and on the west by open land which has partially developed in the separated office and institutional use site plans along Philip Morris Drive. The image shows the neighborhood, with an arrow pointing to the Property.

1.4 Existing Zoning

A portion of the Property is zoned LB-1, Light Business and Institutional and a portion is zoned R-8, Residential. The existing zoning is shown in Attachment 2.



2.0

LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED

2.1 Comprehensive Plan

The City of Salisbury adopted its current Comprehensive Plan in July 2010 as required by Article 66B of the Annotated Code of Maryland. The Property is located within the designated municipal growth area for the City of Salisbury, which designates the subject property as Medium Density Residential Use (five to eight dwelling units per acre). The proposed use and density are consistent with both the City's Comprehensive Plan and the proposed zoning of R-8A Residential. The annexation is conditioned on a conceptual plan that limits development density to 6.5 dwelling units per acre.

The Comprehensive Plan's goal as it pertains to annexations is as follows: "To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City".

2.2 Proposed Zoning

Upon annexation, the Property is proposed to be zoned as R-8A Residential. This City Zoning district permits townhouse units at a maximum density of eight housing units per acre. The proposed density is 6.5 units per acre.

2.3 Proposed Land Use

The Property's concept development plan features 56 townhouse units and 16 duplex units. Attachment 3 shows the concept development plan for the Property. The plan is part of a negotiated annexation agreement between the City and the petitioners. The annexation agreement provides that, upon annexation, the Property would be developed in substantial conformance with the concept development plan.

3.0

THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PARCEL

3.1 Roads

The Property will be served by a new public street, which will connect directly to Merritt Mill Road and terminate at a proposed roundabout in the center of the development site. A private street will provide access to a portion of the development south of the roundabout. It also contains a reservation of public right-of-way so that a public street connecting the Property to the adjoining parcel on the west side can be constructed when needed.

The annexation agreement requires the developer to install and construct curb, sidewalks, streetlights, and street trees along the property's frontage with Merritt Mill Road.

3.2 Water and Wastewater Treatment

The proposed development would generate a municipal water demand and a wastewater treatment capacity demand of approximately 17,300 gallons per day. The Developer of the Property would connect to the existing water and sewerage facilities and may be required by the City to oversize sewerage pipes to accommodate future development in the area. Prior to connecting to the City sewerage system, the Developer will be required to pay a pro-rata share of the costs of upgrading the Parkside Sewage Pump Station. The developer would design and construct water distribution facilities consisting of a loop connection of a proposed water main to the existing water main in the Merritt Mill Road right-of-way.

There is adequate facility capacity to serve the proposed development. The City's allocation of water and sewer taps will be dictated by the City's allocation plan.

3.3 Schools

The proposed development would generate about 42 public school pupils. Pupil enrollment and State Rated Capacity of each of the pertinent public schools is shown below.

School	Enrollment	SRC
East Salisbury Elem.	391	447
Wicomico Middle	660	914
Wicomico High	1,034	1,215

Beaver Run Elementary may also serve this area with a SRC of 574 with enrollment.

3.4 Parks and Rec.

The concept development plan provides 3.3 acres of open space including the dedication of an 8-ft wide bike path/walkway through the project connecting the development (and the adjoining existing housing development) to the commercial shopping center on the southern property line. The Developer will pay a fee to the City of Salisbury in the amount of \$1,800 per residential unit to be used for municipal park, police, and fire facilities.

3.5 Fire, E.M., and Rescue Services

The Salisbury Fire Department provides fire suppression, technical rescue, special operations, and advanced life support (ALS-EMS) emergency medical treatment and transport services to residents of the Salisbury Fire District. It would provide services to the Property.

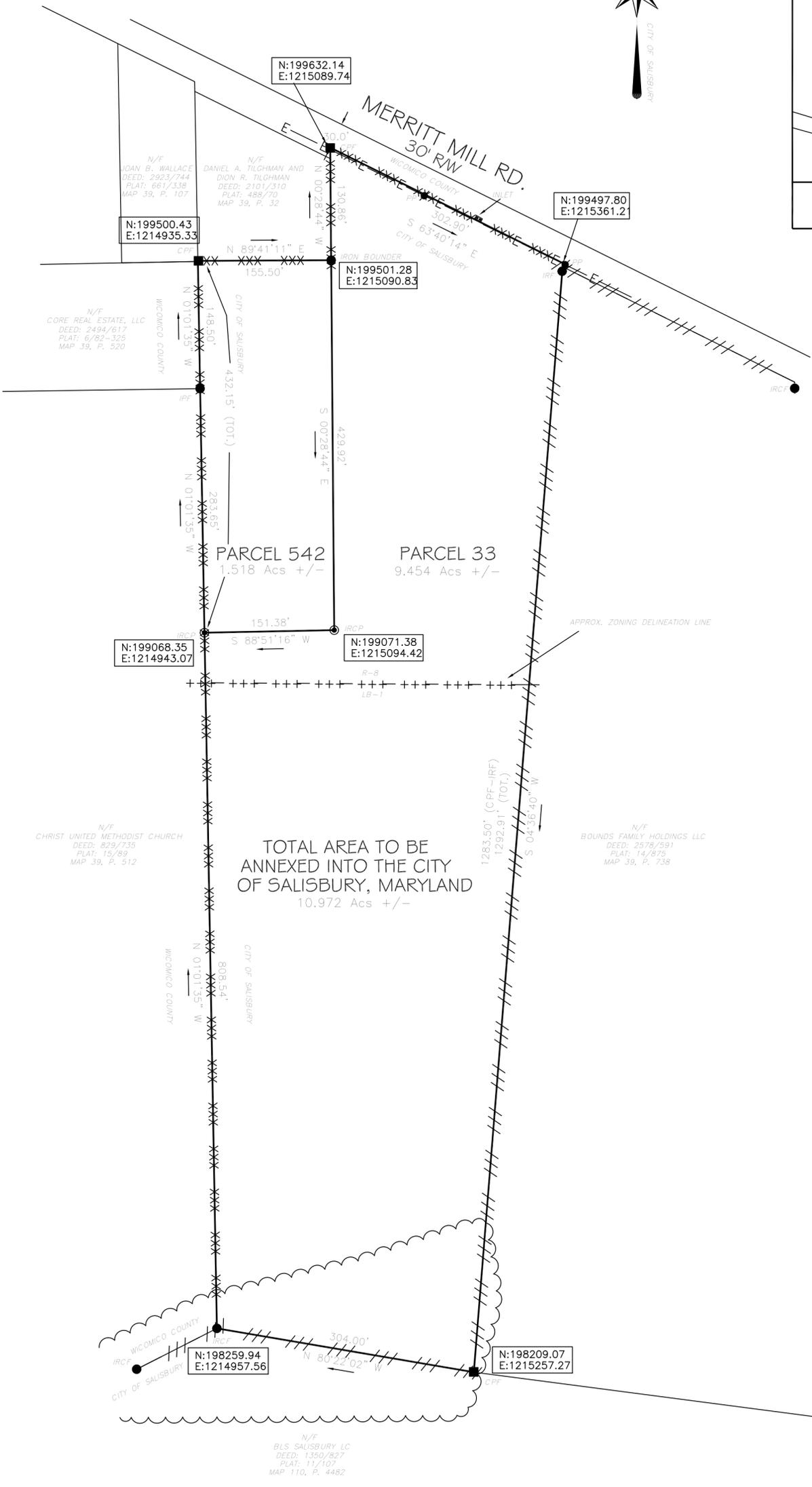
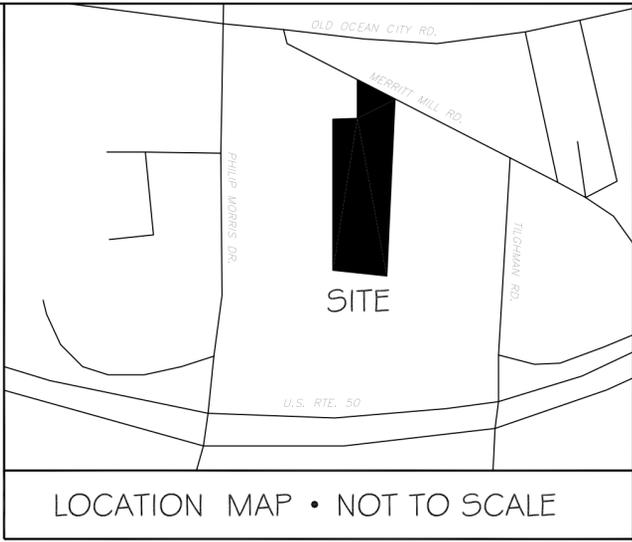
3.6 Police The City of Salisbury Police Department would provide services to the Property.

3.7 Stormwater Management: The concept development plan provides for stormwater management through best management practices including bio-retention in all landscaped medians. The Property's entire stormwater management system will be designed in collaboration with a Maryland Registered and LEED certified design professional with consideration given to the following: substantial limitations on impervious surfaces, stormwater infiltration, bio-retention, open channel conveyance, and other best management practices. At time of development, the Developer will plant at least two shade trees on the Property for each residential dwelling unit proposed for the Property. Stormwater management will ultimately be governed by Maryland Stormwater Management regulations administered locally. Detailed plans and calculations will therefore be required for review and approval by the Salisbury Public Works Department.

3.8 Waste Collection The City would provide for solid waste pick-up. The development of the Property as contemplated may be expected to generate roughly 500 pounds of solid waste per day.

4.0 HOW DEVELOPMENT OF THE ANNEXED PARCEL WOULD RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.

The Property is mapped and located in an area identified in the Comprehensive Plan as being eligible for annexation. The proposed use of the annexation area is consistent with the Comprehensive Plan. The annexation would provide a housing development within walking distance to an existing neighborhood shopping center and grocery store. The project will contain inter-parcel street, pedestrian, and bicycle connections. The project would partially impact an existing wooded area located between the development site and the shopping center with a wooded buffer between adjoin remaining on all sides.



GENERAL NOTES

1. WICOMICO COUNTY TAX MAP NO. 39, P. 33 and 542
2. ZONED: R-8, RESIDENTIAL AND LB-1, LIGHT BUSINESS
3. DEED REF: P. 33 - 324/262, P. 542 - 488/68
4. PLAT REF: 324/264, 488/70, AND AS SHOWN
5. FIFTH ELECTION DISTRICT
6. FLOOD ZONE C

LEGEND

- IRCF IRON ROD W/ CAP FOUND
- CPF CONCRETE POST FOUND
- IRF IRON ROD FOUND
- IRP IRON PIPE FOUND
- IRCP IRON ROD W/ CAP PLACED
- UP UTILITY POLE
- E — OVERHEAD UTILITY LINE
- + + + - APPROX. EX. ZONING LINE
- / / / - APPROX. EX. CORPORATE LIMIT LINE
- ~~~~~ WOODS LINE
- XXX - PROP. CORPORATE LIMIT LINE



THE PROPOSED CORPORATE LIMITS LINES SHOWN HEREON ARE INTENDED TO BE COINCIDENT TO THE EXISTING CORPORATE LIMITS LINE OF SALISBURY, MARYLAND AS NEAR AS POSSIBLE. IT IS THE INTENT OF THIS PLAT TO ANNEX INTO THE CITY OF SALISBURY CORPORATE LIMITS THE ENTIRETY OF PARCELS 33 AND 542 AS SHOWN ON WICOMICO COUNTY TAX MAP 39.

This plat is based on a current field survey.
No Title Report Furnished.

Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land use regulations, and any other facts that an accurate and current title search may disclose.

DAVID ANDREW WILKINS, LIC. #21186, EXPIRATION DATE OF 01-04-2014, EITHER PERSONALLY PREPARED THIS ANNEXATION PLAT/BOUNDARY SURVEY OR WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED IN IT, ALL IN COMPLIANCE WITH REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09.13.06.

LANDS OF
JOHN WESLEY and MARIAN H. SMITH

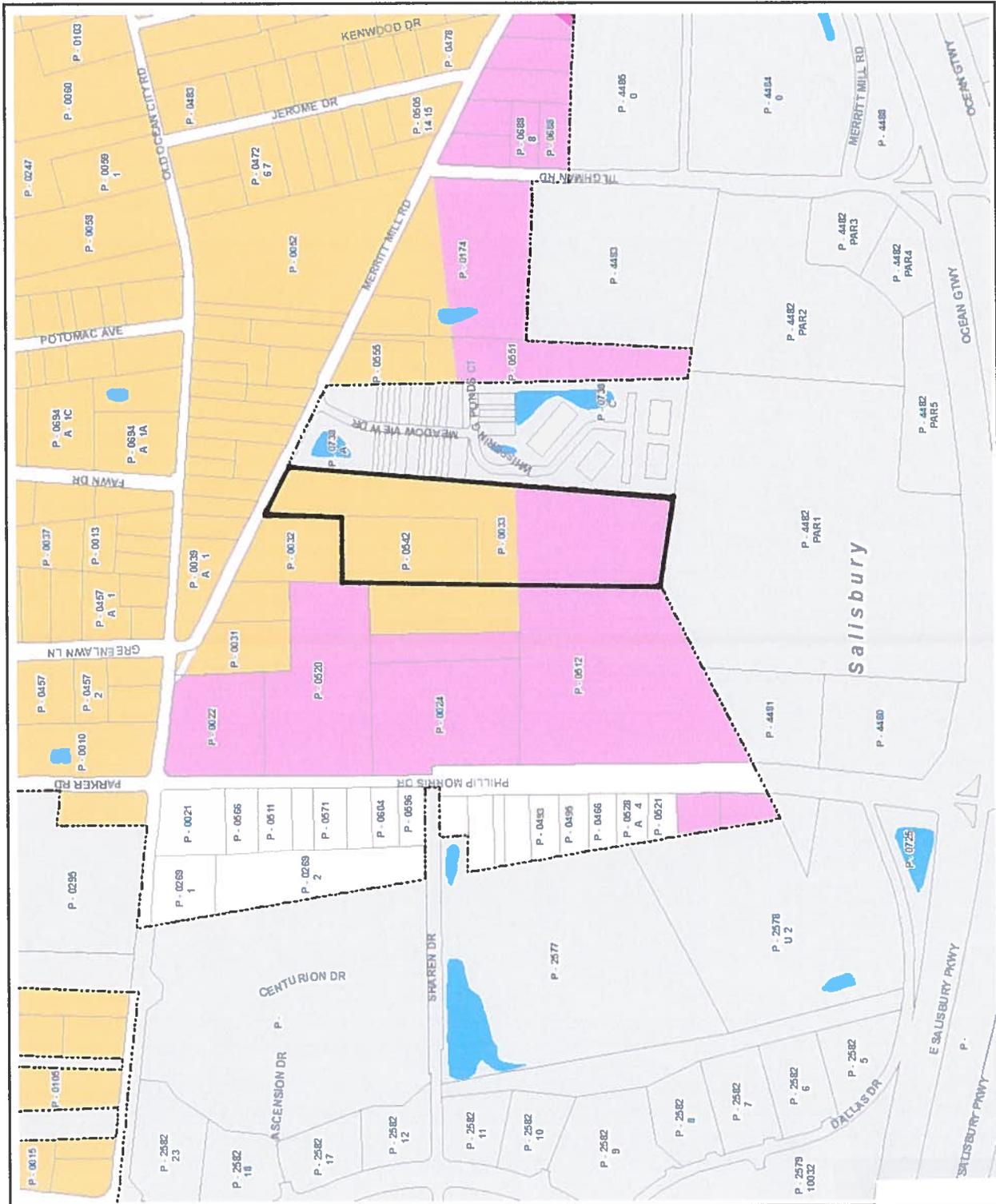
ANNEXATION PLAT / BOUNDARY SURVEY

SCALE 1" = 100'	SURVEYED DAW	JOB NO. MARIAN SMITH
DATE 10/1/13	DRAWN DAW	FIELD BOOK X PAGE X
REVISED	CAD FILE MARIAN	SHEET 1 OF 1

WILKINS-NOBLE LLC
LAND SURVEYING and CIVIL ENGINEERING

11755 SOMERSET AVE. 410-621-0321
PRINCESS ANNE, MD 21853 410-621-0320 (FAX)

WICOMICO COUNTY ZONING MAP

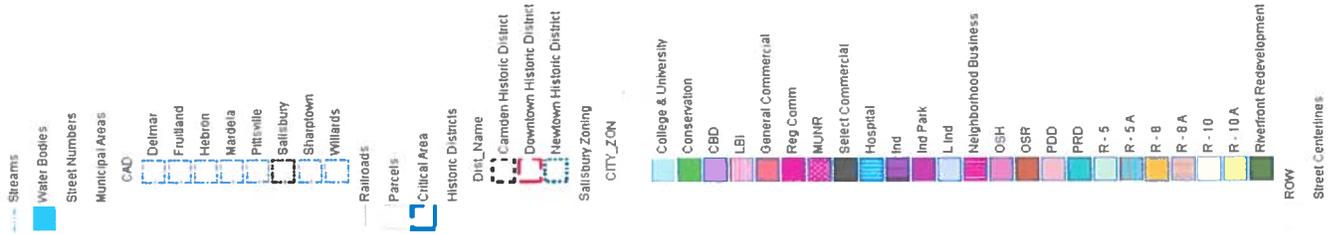


Smith Annexation - Merritt Mill Road - County Zoning

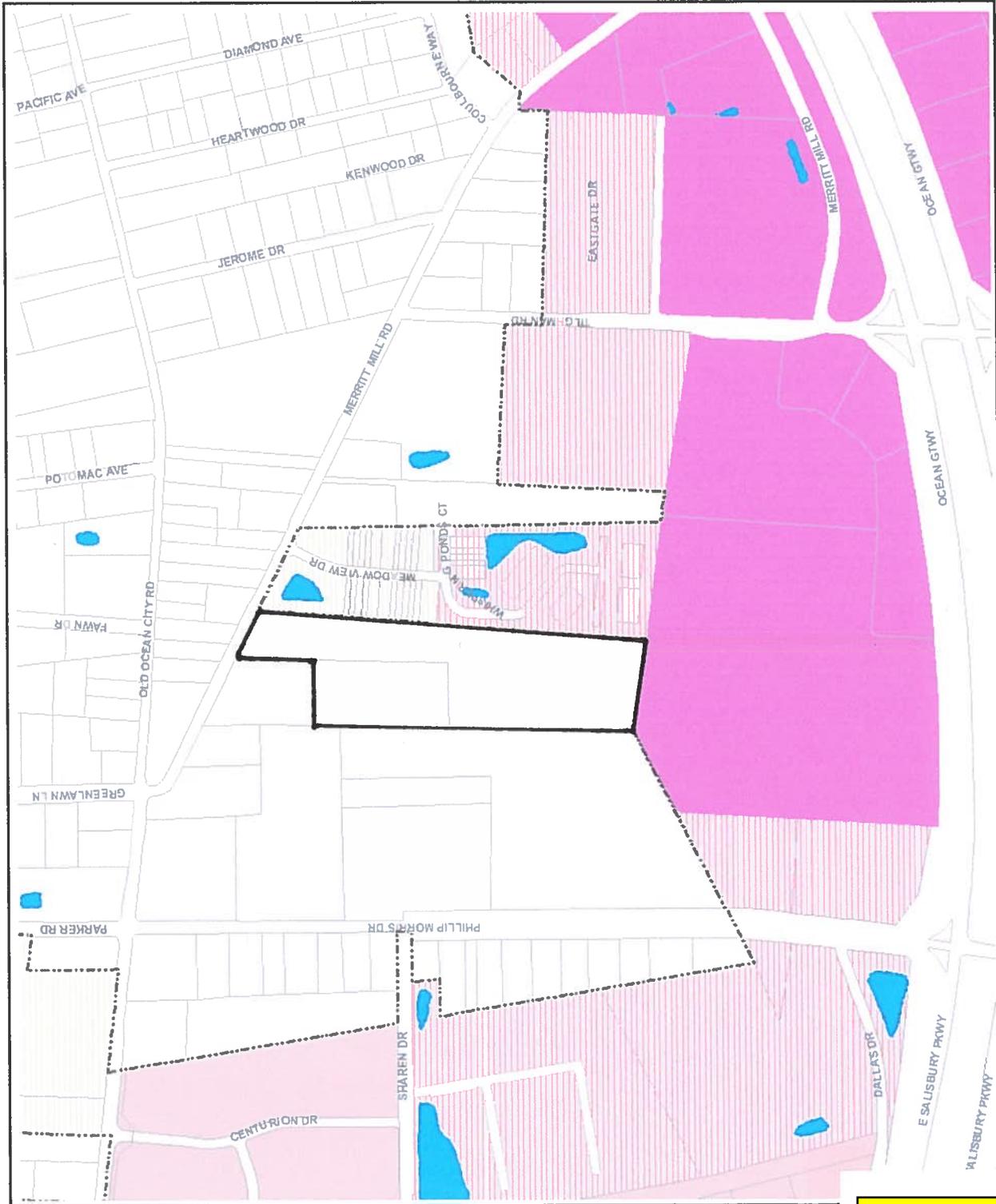
150 ft

—	Railroads
—	Wicomico SDE Airfields_Poly
TYPE	
	Runway
	Taxway
	Bridges
	Chesapeake Bay Critical Area
	Historic Districts
	8000 ft Turning Radius
	Airport Overlay District
	Neighborhood Preservation District
	Salisbury Critical Area
	Wicomico County Boundary
	Wicomico SDE Municipal_Areas
	Parcels
	Municipal Names
	Street Centerlines
	Water Bodies
	Wicomico SDE WicoZoning_sept19_2011
Zone_Long	
	A-1 Agricultural - Rural
	Airport Business Park
	C-1 Select Commercial
	C-2 General Commercial
	C-3 Regional Commercial
	CID Corporate Industrial District
	I-1 Light Industrial
	I-2 Heavy Industrial
	LB-1 Light Business & Institutional
	LB-2 Light Business & Residential
	R-8 Residential
	R-15 Residential
	R-20 Residential
	R-30 Residential
	REC Residential, Educational & Cultural
	TT Town Transitional
	VC Village Conservation
	Municipality

Salisbury Zoning



CITY OF SALISBURY



Smith Annexation - Merritt Mill Road - City Zoning

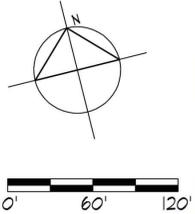
150 ft



PROPOSED SWM
BIO-RETENTION AT ALL
LANDSCAPE MEDIANS
8' DEDICATED
PEDESTRIAN/BIKE TRAIL

PROPOSED DEVELOPMENT
 ZONING: R-8A
 11.21 ACRES
 OPEN SPACE: 3.34 ACRES
 OPEN SPACE %: 30
 DUPLEXES: 8 (16 UNITS)
 FEE SIMPLE TOWNHOUSES: 16
 TOWNHOUSE APARTMENTS: 40
 UNITS
 TOTAL UNITS: 72
 DENSITY: 6.5 UNITS PER ACRE

OFF STREET PARKING FOR
 TOWNHOUSE APARTMENTS: 2.75
 SPACES PER UNIT



SMITH ESTATE ANNEXATION CONCEPT PLAN

SALISBURY, MARYLAND
 DBF# 1954A001.001
 August 5, 2013

dbf DAVIS
 BOWEN &
 FRIEDEL, INC.
 ARCHITECTS, ENGINEERS & SURVEYORS
 SALISBURY, MARYLAND ■ MILFORD, DELAWARE
 410.543.9091 302.424.1441

ANNEXATION AGREEMENT

Merritt Mill Road / Smith Annexation

THIS AGREEMENT is made this ___ day of _____, 2013, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, “the City”), the Estate of Marian H. Smith (hereinafter, “the Owner”) represented by Thomas F. Johnson, Jr. Personal Representative of the Estate of Marian H. Smith at 128 E. Main Street, Salisbury, Maryland 21801.

RECITALS

WHEREAS, the Owner is the record owner of certain real property located in Wicomico County, Maryland, (hereinafter, “the Property”), and more particularly described in Attachment A attached hereto and made a part hereof; and

WHEREAS, the Owner/Assignee desires to construct upon the Property a residential development project;

WHEREAS, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including municipal water and wastewater service, that the Owner desires to obtain for the Property; and

WHEREAS, the Owner desires that the City annex the Property and the City desires to annex the Property, provided that certain conditions are satisfied; and

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

- A. The City of Salisbury, the Salisbury-Wicomico County Planning Commission and staff will be guided by this Agreement throughout the review of any development plans submitted for the Property to ensure that the provisions of this Agreement are specifically implemented and the Property is developed in substantial conformance with the concept development plan which is made part of this Agreement. Any approval granted to a development plan by any commission, board, body, or agent of the City shall be in substantial conformance with the terms and conditions of this Agreement and the appurtenant concept development plan.
- B. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Owner/Assignee's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

2. WARRANTIES AND REPRESENTATIONS OF THE OWNER:

A. This Agreement constitutes the formal written consent to annexation by the Owner as required by Article 23A, Section 19(b). The Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Owner warrants and represents that it has full authority to sign this Agreement and that it is in fact the sole owner of the real property encompassed in the Property and more particularly described in Attachment A, and that there is no action pending against it or involving it that would in any way affect its right and authority to execute this Agreement.

C. The Owner warrants and represents that it has the full power and authority to sign this Agreement and is, in fact, the sole owner of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the Property.

3. **APPLICATION OF CITY CODE AND CHARTER**

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property except as otherwise specifically provided herein.

4. **MUNICIPAL ZONING**

Upon the effective date of the Annexation Resolution implementing this Agreement, the Property will be zoned "R-8A" and the density of housing units on the Property shall not exceed 6.5 units per acre.

5. **MUNICIPAL SERVICES**

Upon the effective date of the Annexation Resolution implementing this Agreement, the City will make the Property eligible to receive all applicable municipal services to the extent that the necessary public facilities exist to provide such services. Any allocation of capacity and/or services will be made by the City according to adopted allocation plans which may be in effect at the time the Owner/Assignee makes request for such capacity and/or services.

6. **STANDARDS AND CRITERIA**

Should any environmental, engineering, or other similar standard or criteria specifically noted in this Agreement be exceeded by any local, State, or Federal standard, criteria, or regulation, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria or regulation shall apply.

7. **CITY BOUNDARY MARKERS**

The Owner/Assignee will fund and install City of Salisbury survey boundary markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within one year of the expiration of the 45-day referendum period. The Owner/Assignee agrees that failure to comply with this provision will subject the Owner/Assignee to payment of a fee to the City of Salisbury made payable prior to any development plan approval of \$10,000.00 plus the cost for the City's surveyor to complete the work.

8. **DEVELOPMENT CONSIDERATIONS:**

A. **Costs and Fees:** The Owner agrees that it will pay costs of annexation to the City, including but not limited to the City's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the City's sole judgment, to the annexation.

B. The Owner and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the concept development plan, shown as Attachment B.

C. **Contribution to Area Improvement:** The parties acknowledge that the proposed development of the Property will need to be reviewed and approved by the Salisbury-Wicomico County Planning Commission which will assess the development's impacts on area facilities and services prior to granting final approval(s) and may therefore place additional specific requirements on the project to address its impacts. Notwithstanding this and as a condition of annexation, the Owner/Assignee agrees to:

- i. Pay an assessment to the City in the amount of \$1,800.00 per dwelling unit prior to the issuance of a building permit as a contribution to municipal park, police, and fire facilities. This development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County or the City, and any assessments or construction requirements that may be required to be paid or made under paragraphs D and E of this section or elsewhere.
- ii. To design, construct and install at the Owner's/Assignee's sole expense curbs, gutters, sidewalks, street lights, and street trees along the Property's frontage with Merritt Mill Road to City standards and specifications as part of the development of the Property and under the terms and conditions of a Public Works Agreement to be made between the Owner/Assignee and the City and/or County Department of Public Works.
- iii. To design and construct public sanitary sewer facilities as needed to serve the development on the Property. The parties acknowledge that connection to the existing public sewer system will need to be approved by the Department of Public Works. The parties acknowledge that the City Department of Public Works may require the Owner/Assignee to install at Owner/Assignee expense oversized pipes to accommodate future development. Owner/Assignee will be reimbursed these costs upon future development which utilizes this system.
- iv. Design and construct a public water distribution main as needed to serve development on the Property. Connection to the existing public water system will need to be approved by the Department of Public Works. A loop connection of the proposed water main to the existing water main in Merritt Mill Road will be required to be provided by the Owner/Assignee.

- v. Prior to making any connection to the sanitary sewer system, pay a pro-rata share of the cost of upgrading the Parkside Sewage Pump Station as to be determined by the Department of Public Works and consistent with other developments tying into this pump station.
- vi. As part of the development of the property, design and construct all offsite storm drainage facilities needed by the development. The parties acknowledge that the City Department of Public Works may require the Owner/Assignee to install at Owner/Assignee expense oversized pipes to accommodate future development. City shall reimburse the Owner/Assignee the additional costs as others tie-in.
- vii. When developed, dedicate right-of-way for all public streets, including acceleration and deceleration lanes on Merritt Mill Road, and a separate pedestrian/bicycle lane along the full length of the Property's frontage with Merritt Mill Road. Provide a 10-foot City of Salisbury utility easement adjoining all public streets on the Property and along the Property's frontage with Merritt Mill Road, for City utility locations.

D. Re-investment in Existing Neighborhoods: The Owner/Assignee agrees to pay a development assessment to the City in the amount of \$3,090.00 for each dwelling unit to be constructed prior to the issuance of a building permit. This development assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and which development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by the County or the City, and any assessments that may be required to be paid under paragraphs C and E of this section or elsewhere.

E. Contribution to Housing Affordability-Workforce/Affordable Housing: The Owner/Assignee agrees to pay a development assessment of \$2,000.00 per residential dwelling unit to the City of Salisbury prior to the issuance of a building permit. This development assessment is understood by the parties to be intended for use by the City in promoting the implementation of workforce or affordable housing programs to help close the gap between the market rate price of dwelling units in the City and the actual price that a prospective purchaser could afford, as determined by the City.

F. Escalation of Development Assessments: The per unit assessments set forth in paragraphs Ci, D, and E are subject to adjustment to reflect inflation. Beginning on January 1, 2014, the per unit assessments shall be subject to adjustment for inflation and this adjustment shall take place annually on the first day of January and continue until all assessments are paid. The assessments shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics.

G. Community / Environmental Design:

- i. At time of development, the Owner/Assignee agrees to accommodate pedestrian and bicycle access from Merritt Mill Road through the Property to the southernmost property line. Pursuant to this agreement and as contemplated on the concept development plan, the Owner/Assignee agrees to install, improve, and dedicate an 8-foot wide pedestrian/bicycle trail through the Property at time of development approval and to provide a 15-foot wide perpetual public use easement over the trail to the City of Salisbury.
- ii. The Owner/Assignee agrees to submit for Salisbury-Wicomico County Planning Commission approval, architectural and landscaping design standards that will guide and promote a unified appearance to the development on the Property.
- iii. The Owner/Assignee agrees to arrange the layout of walkways so as to connect these walkways to existing walkways or mutually agreed proposed walkways of the east side; and to arrange the layout of internal streets and walkways as indicated on the concept development plan for possible future connection to the undeveloped parcel adjoining the west side.
- iv. The Owner/Assignee agrees to achieve LEED credit points in collaboration with the Planning Commission for the project using the rating system established by the United States Green Building Council's 2009 LEED for Neighborhood Development Rating System (as Updated in 2011). The City and Owner/Assignee acknowledge that certain points under the rating system are unattainable because of the project's location, its context, existing available services and established City criteria. Understanding this, and in order to establish a baseline, the City and Owner/Assignee will first agree to the total sum of LEED points unattainable due to these factors that are beyond the control of the Owner/Assignee. The sum of these points will then be deducted from the total points possible; the difference then divided by the total points possible to arrive at a baseline quotient. Prior to development approval, the Owner/Assignee shall submit specific findings, accepted by the Director of Planning, to demonstrate to the satisfaction of the Salisbury/Wicomico Planning Commission that the project has achieved, or would achieve upon development, the credit points needed for LEED Silver Certification when multiplied by the baseline quotient. In keeping with this provision, the Owner/Assignee agrees specifically to adhere to the following energy and environmental performance standards:
 - Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. Any streetlights shall also be selected for highest efficiency but recognizing that they will ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury Department of Public Works.

- The Property's entire stormwater management system will be designed in collaboration with a Maryland Registered and LEED certified design professional with utmost and demonstrated consideration given to the following: substantial limitations on impervious surfaces, stormwater infiltration, bio-retention, open channel conveyance, and other best management practices. At time of development, the Owner/Assignee agrees to plant at least two shade trees on the Property for each residential dwelling unit proposed for the Property.
- Roadway and parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
- The HVAC systems in all building(s) on the Property shall be high-efficiency units. Air conditioning compressors for all dwelling units on the Property will be 17 SEER, minimum unless and until higher federal, state, or local standards are required.
- No HOA covenants or declaration shall prevent the use of solar panels for individual residences.
- Water-saving plumbing fixtures shall be used in all buildings on the Property.
- Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.

H. Prior to development, the Owner/Assignee agrees to undertake a traffic study of the impact of development of the Property to area roadways and intersections and to design and construct improvements found by the Department of Public Works to be needed to mitigate negative impacts of the development which is to be set forth in a Public Works Agreement with the City and/or County to effectuate those improvements.

I. The Owner/Assignee represents that it will establish and incorporate a Homeowners' Association (HOA) covering all dwelling units on the Property and such Association shall take ownership, control, and responsibility of and for the maintenance and upkeep of any common areas and public amenities to be provided within the proposed development, other than streets and/or other facilities to be accepted and maintained by the City.

J. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

8. **RECORD PLAT:**

When the property is developed, the Owner/Assignee will provide the City with a copy of the final record plat for the development.

9. **MISCELLANEOUS:**

A. The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by the Mayor and City Council of the City of Salisbury and shall be void in the event the City fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

D. Upon annexation, this Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the City pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Owner without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Owner shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing. Such notice shall be deemed to have been given when personally delivered to the party or parties or when enclosed in an envelope having the proper postage, addressed to the party or parties to receive such and deposited, as certified mail, return receipt requested, at a United States Post Office. The date at which such notice shall be deemed to have been given shall be the date of such deposit in the mail.

IF TO THE CITY: Thomas Stevenson, City Administrator
125 North Division Street
Salisbury, Maryland 21801

WITH A COPY TO: S. Mark Tilghman, City Attorney
1185 Broad Street
P.O. Box 910
Salisbury, Maryland 21803

IF TO THE OWNER: Thomas F. Johnson, Jr., Pers. Representative
128 East Main Street
Salisbury, Maryland 21801

The parties hereto shall be responsible for notifying each other of any change of address.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS: **THE CITY OF _____, MARYLAND**

_____ By: _____

WITNESS/ATTEST: **OWNER: Estate of Marian H. Smith**

_____ By: _____
Thomas F. Johnson Jr., Personal Representative

APPROVED AS TO FORM:

_____, City Attorney

STATE OF MARYLAND
COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the **City of Salisbury**, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public

My Commission Expires: _____

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, a Notary Public in and for the State aforesaid, personally appeared **Thomas F. Johnson, Jr.**, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to **the Personal Representative of the Estate of Marian H. Smith**, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing his name.

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public

My Commission Expires: _____

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____, City Attorney



City of Salisbury – Wicomico County
DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT
P.O. BOX 870
125 NORTH DIVISION STREET, ROOMS 203 & 201
SALISBURY, MARYLAND 21803-4860
410-548-4860
FAX: 410-548-4955



JAMES IRETON, JR
MAYOR

TOM STEVENSON
ACTING CITY ADMINISTRATOR

RICHARD M. POLITT, JR
COUNTY EXECUTIVE

R. WAYNE STRAUSBURG
DIRECTOR OF ADMINISTRATION

September 20, 2013

Mr. Thomas F. Johnson, Jr.
128 E. Main Street
Salisbury, MD 21801

RE: ANNEXATION ZONING – Smith-Merritt Mill Road – M-39; G-7; P-33 & 542.

Dear Mr. Johnson:

The Salisbury Planning Commission at its September 19, 2013 meeting, forwarded a **FAVORABLE** recommendation to the City Council and the Wicomico County Council for **R-8A Residential** zoning of the annexation area upon the effective date of annexation to the City of Salisbury. This zoning is substantially consistent in density with the density permitted by the existing R-8 zoning district but differs from the uses permitted in the LB-1 zoning district. The Commission has also recommended that a Comprehensive Development Plan be submitted for Commission approval prior to development of this property.

This decision and recommendation will now be forwarded to the respective Councils for further action.

If you have any questions concerning this matter, please don't hesitate to contact Gloria Smith or myself at 410-548-4860.

Sincerely,

John F. Lenox, AICP
Director
Salisbury/Wicomico Planning & Zoning

JFL:brt

cc: Michael Moulds, Director of City Public Works Department
Bill Holland, Director of Building, Permits and Inspections
Assessments

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2013 Legislative Session

Legislative Day No. 23

Resolution No. 141-2013

A RESOLUTION APPROVING A ZONING CLASSIFICATION OF R-8A RESIDENTIAL UPON ANNEXATION BY THE CITY OF SALISBURY, OF PROPERTY LOCATED ON THE SOUTHERLY SIDE OF MERRITT MILL ROAD, TAX MAP 39, PARCELS 33 AND 542.

Introduced by: The President of the Council at the request of the County Executive

WHEREAS, The City Administrator referred the Smith-Merritt Mill Road Annexation located on the easterly side of Salisbury to the Planning Commission for review and recommendation of an appropriate zoning designation. The property is located on the southerly side of Merritt Mill Road and consists of 11.21 acres of land. The property is currently zoned LB-1 Light Business and Institutional and R-8 Residential; and

WHEREAS, the Wicomico County Planning and Zoning Commission, on September 19, 2013, reviewed the proposed annexation and recommended R-8A Residential zoning for the 11.21 acres of property upon annexation to the City of Salisbury; and

WHEREAS, the Local Government Article of the Annotated Code of Maryland, Section 4-416 (b) provides that no municipality annexing land may for a period of five years following an annexation, permit development of the annexed land for land uses substantially different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of the County applicable at the time of the annexation without the express approval of the County Council; and

WHEREAS, The Department of Planning Zoning and Community Development and the Wicomico County Planning and Zoning Commission recommend a finding that the proposed zoning classification is substantially consistent in density, with density permitted by the existing R-8 zoning district but differs from the uses permitted in the LB-1 zoning district, and that upon annexation to the City of Salisbury the property be zoned R-8A.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland that:

1. The proposed zoning classification is substantially different from the County's zoning classification as the uses differ from those permitted by the LB-1 zoning district.
2. The requested zoning classification of R-8A Residential may be applied to the property described above, upon annexation by the City of Salisbury without regard to the provisions of Section 4-204 of the Land Use Article as permitted by the Local Government Article, Section 4-416 (c) of the Annotated Code of Maryland.

Done at Salisbury, Maryland, this 19th day of November, 2013.

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND

ATTEST:



Matthew E. Creamer
Council Administrator



Matt Holloway
Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments , Failed , Withdraw by the County Council on N

Certified by


Matthew E. Creamer, Council Administrator

November
19th 2013



JAKUBIAK ASSOCIATES
INCORPORATED

To: Tom Stevenson, City Administrator
From: Jakubiak Associates, Inc.
Date: November 20, 2013
Re: Fiscal Impact, Merritt Mill / Smith Annexation

The Merritt Mill Road / Smith Annexation would provide 72 total dwelling units, including 16 duplex units and 56 townhouse units. The annexation is expected to have an overall net positive fiscal impact to the City estimated to be \$5,300 annually. This memorandum summarizes the costs and revenues associated with the Merritt Mill Road / Smith Annexation.

Cost

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY 2014 Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand—that is, how much the City's cost of providing a service is likely to vary with each additional household or job. Some portion of all City services is fixed and therefore will remain constant in light of new households; this portion of the cost therefore is not assigned to new households¹.

It should be noted that this cost estimating approach assumes that the Annexation does not receive a more or less expensive level of service than the existing level of service provided to the average household for any City service. The annual cost of the proposed 72 new households to the City is \$52,230.

222 Courthouse Ct. Ste. 1C
Towson, Maryland 21204

tel: 442-895-4240

info@jakubiak.net
www.jakubiak.net

¹ It is worth noting however that for the purposes erring on the side of a conservative estimate of net impact for this Annexation, the full per residential unit cost of the following services: police, fire, permits and inspections, and neighborhood services, are assigned to each proposed unit of the development which has the effect of overstating the per unit cost and therefore understating the size of the positive fiscal impact.

Revenues

When land is annexed into Salisbury it is subject to the municipal real property tax². The property tax rate is applied to the value of land and improvements (structures) thereon. The rate is \$0.884 per \$100 of assessed value. Since the assessed value of the proposed units is unknown, this study estimates assessed values by computing the average assessed value of at least three comparable properties in the City of Salisbury. For this project the 10-year old townhouse project immediately adjacent to the Merritt Mill Road / Smith annexation property was used to derive a comparable assessed value. The assessed value of these units, averaging nearly \$90,000 is low relative to other townhouse development projects in Salisbury where current values may fall within a range of \$129,000 to \$179,000. The source for the assessed values is the Maryland Department of Assessments and Taxation³.

The Annexation would include 56 townhouse units and 16 duplex units at an assumed assessed value of \$90,000 each. The total expected revenue from full development on the annexation parcel is \$57,280.

It is important to note that upon annexation of a property, the City of Salisbury would begin receiving some property tax revenues from the parcel. These revenues, which typically would occur prior to actual development (and hence, the provision of standard municipal services, i.e. costs) are not included.

The City also imposes or collects user fees, license fees, and permitting fees. These are charged to applicants for permits and/or users of certain city services. These revenues are small relative to the property tax revenue and are not included in this study.

Conclusion

The Merritt Mill Road / Smith Annexation with its proposed development in place will have a positive fiscal impact to the City of \$5,050 per year in constant 2013 dollars⁴.

² The City also imposes a personal property tax to commercial properties on the value of inventory, furniture, equipment, etc.

³ As assigned for the time period of July 1, 2013.

⁴ This study takes into account only “direct” costs and revenues that can be tied directly to each household. “Indirect” costs and revenues, which arise from increased demand for local commercial and industrial uses, are not considered in this model.

CITY OF SALISBURY
PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury

I/We request annexation of my/our land to the City of Salisbury.

Parcel 542 & 33

Map 39

Conditions:

1. Petitioner shall pay the advertising costs and associated annexation costs as required by City policy.
2. Petitioner shall sign an Annexation Agreement and/or submit Development Plans, which provide for compliance with City Code requirements and policies, including, but not limited to, the following:
 - A. A development assessment of \$3,000.00 per dwelling unit for beautification, restoration and revitalization improvements to existing neighborhoods;
 - B. A development assessment of \$2,000.00 per residential dwelling unit for implementation of a workforce housing program; and
 - C. A development assessment of \$1,800.00 per dwelling unit to pay for capital improvements to parks, fire, police, and other municipal facilities.

Signature of Petitioner/Property Owner:

Thomas F. Johnson, Jr.

Thomas F. Johnson, Jr., P.R. of
Marian Smith Estate # 16,425

3-13-07

Date

CITY OF SALISBURY
PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

I/We request annexation of my/our land to the City of Salisbury:

Parcel : 33 and 542

Map: 39

Conditions:

1. Petitioners shall be granted an exemption from City Real Property Tax until the property is sold, transferred, or requests water and / or sewer service.
-

SIGNATURES:

Marian H. Smith
MARIAN H. SMITH

4/27/06
DATE

DATE

LETTER OF INTENT

August 2, 2013

Mr. Thomas Stevenson, City Administrator
City of Salisbury Government Office Building
P.O. Box 870
Salisbury, Maryland 21803-0870

RE: Merritt Mill Road/Smith Annexation

Dear Mr. Stevenson:

I am the owner of Wicomico County property shown on Tax Map 39, Parcels 542 & 33 located on Merritt Mill Road. Salisbury MD. This letter indicates my intent to move forward with annexation of the aforementioned property based on the draft annexation agreement attached hereto.

Sincerely,



Thomas F. Johnson Jr. Personal Representative
Estate of Marian H. Smith
Applicant/Petitioner/Property Owner
128 East Main
Salisbury MD 21811
Phone: 410-749-3791
E-Mail: tjohn24142@aol.com

NOTICE OF ANNEXATION TO THE CITY OF SALISBURY
"Merritt Mill Road/Smith Annexation"

A certain area of land situate contiguous to and binding upon the easterly corporate limit of the City of Salisbury, to be known as the "Merritt Mill Road/Smith Annexation" being an area located on the southerly side of and binding upon Merritt Mill Road, East of the intersection of Merritt Mill Road and Phillip Morris Drive.

NOTICE is hereby given by the Council of the City of Salisbury that, on December 9, 2013 Resolution No. 2356 was introduced at a regular meeting of the Council of the City of Salisbury proposing that the boundaries of the City of Salisbury be changed to annex that area of land identified as "Merritt Mill Road/Smith Annexation," together with the persons residing therein and their real property, providing that all property in said area shall be subject to the Charter, Ordinances, Resolutions, Rules and Regulations of the City of Salisbury.

NOTICE is further hereby given by the City of Salisbury that the Council will hold a public hearing on said Resolution for the proposed annexation on Monday, January 13, 2014, at 6:00 p.m., in the Council Chambers, Government Office Building, Salisbury, Maryland, and all interested persons are invited to attend such public hearing and present their views.

The proposed area of annexation is as follows:

A certain area of land situate contiguous to and binding upon the Easterly corporate limit of the City of Salisbury, being an area located on the southerly side of and binding upon Merritt Mill Road, East of the intersection of Merritt Mill Road and Phillip Morris Drive; being all the property previously conveyed to John W. and Marion H. Smith, by deed dated February 3, 1951 and recorded in the land records of Wicomico County in Liber J.W.T.S. No. 324, Folio 262, and shown on Tax Map 39, Grid 7, as Parcel 33.

The proposed conditions of annexation are as follows:

- A. Subject properties to connect to City water and sewer system pursuant to City policy.
- B. Zoning will be "R-8A" and the housing density on the property shall not exceed 6.5 units per acre.
- C. The Property will be subject to the provisions of the Annexation Agreement and the Smith Estate Annexation Concept Plan.

NOTICE is further hereby given by the Council of the City of Salisbury that, following such public hearing, the Council of the City of Salisbury is empowered by law to enact said Resolution and, if so enacted, the said Resolution provides that it shall take effect upon the expiration of forty-five (45) days following its passage, unless within such period a petition for referendum is filed meeting the requirements of Local Government Article sections 4-408, 4-409, and 4-410 of the Annotated Code of Maryland.

A copy of said Resolution is posted and may be examined at the Government Office Building, Salisbury, Maryland.

vic 12/20, 27, '13

1
2 **RESOLUTION NO. 2357**
3 **AS AMENDED ON DECEMBER 9, 2013**
4

5 A RESOLUTION OF THE ~~COUNCIL OF THE~~ CITY OF
6 SALISBURY TO ADOPT AN ANNEXATION PLAN FOR
7 A CERTAIN AREA OF LAND SITUATE, CONTIGUOUS
8 TO AND BINDING UPON THE EASTERLY
9 CORPORATE LIMIT OF THE CITY OF SALISBURY,
10 TO BE KNOWN AS THE “MERRITT MILL
11 ROAD/SMITH ANNEXATION,” BEING AN AREA
12 LOCATED ON THE SOUTHERLY SIDE OF AND
13 BINDING UPON MERRITT MILL ROAD, EAST OF
14 THE INTERSECTION OF MERRITT MILL ROAD AND
15 PHILLIP MORRIS DRIVE.
16

17 WHEREAS, the City of Salisbury is considering the annexation of a
18 parcel of land located on the south side of Merritt Mill Road, an improved
19 County road; said parcel being contiguous to and binding upon the
20 easterly corporate limit of the City of Salisbury; and

21 WHEREAS, the City of Salisbury is required to adopt an
22 annexation plan for the proposed area of annexation pursuant to the
23 Local Government Article (formerly Article 23(A) Section 19(O)) of the
24 *Maryland Annotated Code*; and

25 WHEREAS, ~~the a~~ public hearing ~~iwa~~s scheduled for January 13,
26 2014 at 6:00 p.m.

27 SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE
28 COUNCIL OF THE CITY OF SALISBURY THAT an annexation plan for the
29 “Merritt Mill Road/Smith Annexation,” as set forth in Exhibit “B”
30 attached hereto and made a part hereof, is adopted for that parcel of land
31 located on the south side of Merritt Mill Road; said parcel being

32 contiguous to and binding upon the easterly corporate limit of the City of
33 Salisbury.

34 SECTION 2. AND BE IT FURTHER RESOLVED BY THE CITY OF
35 SALISBURY, THAT the Council hold a public hearing on the annexation
36 plan hereby proposed on January 13, 2014, at 6:00 o'clock p.m. in the
37 Council Chambers at the ~~City-County~~Government Office Building and
38 the City Administrator shall cause a public notice of the time and place
39 of said hearing to be published not fewer than two (2) times at not less
40 than weekly intervals, in a newspaper of general circulation in the City of
41 Salisbury, which said notice shall specify a time and place at which the
42 Council of the City of Salisbury will hold a public hearing on the
43 Resolution.

44 The above Resolution was introduced, ~~and~~ read and passed at the
45 regular meeting of the Council of the City of Salisbury held on the 9th day
46 of December, 2013, having been duly published as required by law in the
47 meantime, ~~and~~ a public hearing ~~was~~ having been held on January 13,
48 2014, ~~and the Resolution~~ was finally passed by the Council at its regular
49 meeting held on the ___ day of _____, 201_.

50
51

52 _____
53 Kimberly R. Nichols
54 City Clerk

Jacob R. Day,
Council President

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57

APPROVD BY ME this _____ day of _____, 201_.

58

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61

James Ireton, Jr.

62 Mayor of the City of Salisbury

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3 **CITY OF SALISBURY**
4 **ORDINANCE NO. 2272**
5

6 **AN ORDINANCE OF THE CITY OF SALISBURY,**
7 **MARYLAND TO REZONE PROPERTY LOCATED**
8 **ON THE NORTHERLY SIDE OF ANNE STREET**
9 **AND ON BOTH SIDES OF SHORT STREET FROM**
10 **GENERAL COMMERCIAL TO R-5A**
11 **RESIDENTIAL.**
12

13 **WHEREAS**, the Mayor and City Council have the authority to amend
14 Title 17, Zoning, of the Salisbury Municipal Code, pursuant to the authority granted by
15 Article 66B of the Annotated Code of Maryland and in accordance with the specific
16 provisions of Chapter 17.228, Amendments and Rezoning of Title 17, Zoning; and
17

18 **WHEREAS**, the Mayor and City Council have initiated action, in
19 accordance with the provisions of Chapter 17.228 of Title 17, Zoning, of the Salisbury
20 Municipal Code, to rezone property owned by the City of Salisbury; and
21

22 **WHEREAS**, the Salisbury Planning and Zoning Commission held a
23 Public Hearing on June 20, 2013, continued to July 18 and August 22, 2013, and
24 reviewed all information, and recommended that additional regulatory flexibility is
25 needed in order to support redevelopment; and
26

27 **WHEREAS**, the City Council, after a Public Hearing did, in a public
28 meeting, adopt Findings of Fact as required by Chapter 17.228.030A of Title 17, Zoning,
29 of the Salisbury Municipal Code, as to the following matters:
30

- 31 (a) The neighborhood in which the subject properties are located;
32 (b) Population change in the neighborhood;
33 (c) Availability of public facilities to serve the type of uses allowed;
34 (d) Present and future transportation patterns to serve this site;
35 (e) Compatibility of uses allowed if the zoning is changed with existing
36 and proposed development of the area.
37 (f) The relationship of such proposed amendment to the adopted Salisbury
38 Comprehensive Plan; and,
39 (g) The recommendation of the Salisbury Planning and Zoning
40 Commission.
41

42 **WHEREAS**, said Findings have been duly set forth, shall be found in the
43 minutes of the meeting or meetings at which these matters were discussed; and
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WHEREAS, the City Council has found that there has been a change in the character of the area surrounding the City of Salisbury site, and there is a need to reclassify the zoning to better reflect this change.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY OF SALISBURY MARYLAND, that the existing zoning of these properties as shown in Exhibit A attached hereto and made a part hereof, shall be reclassified from General Commercial to R-5A Residential.

AND BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that this Ordinance shall take effect from and after the date of its final passage but in no event until ten (10) days after the date of the Council’s Public Hearing.

THIS ORDINANCE was introduced at a meeting of the Council on the ___ day of _____, 2013, and having been published as required by law, in the meantime, was finally passed at its meeting on the ___ day of _____, 2013.

ATTEST:

Kimberly R. Nichols
City Clerk

Jacob R. Day
President of the Council of
the City of Salisbury

Approved by me this _____
day of _____, 2013.

James Ireton, Jr.
Mayor of the City of Salisbury

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5 **RESOLUTION OF DECISION AND**
6 **FINDINGS OF FACT**
7

8 **MAYOR AND CITY COUNCIL – ANNE STREET**
9 **REZONING**

10
11 **RECLASSIFICATION OF ZONE FROM GENERAL COMMERCIAL**
12 **TO R-5A RESIDENTIAL**
13

14
15 The Mayor and City Council reviewed and considered all testimony and
16 written evidence presented a public hearing held at the request of the Mayor and City
17 Council to rezone approximately 38,551 sq. ft. of land. The rezoning site is located on the
18 northerly side of Anne Street, and on both sides of Short Street. The request is to change
19 the zoning of the subject property from General Commercial to R-5A Residential zoning.
20

21 The Council does hereby make the following Findings of Fact in
22 accordance with the provisions of Section 17.228 Amendments and Rezoning, of Title
23 17, Zoning, of the Salisbury Municipal Code.
24

25 **A. SPECIFIC FINDINGS OF FACT:**
26

27 **1. Neighborhood.**

28 The neighborhood is bounded by Naylor Street on the north, East Church
29 Street on the east, Elizabeth Street on the south, and the Railroad right-of-
30 way on the west.
31

32 **2. Population Change.**

33 There has been little population change in the designated neighborhood.
34 Staff could document only five (5) new single-family units in the
35 neighborhood since 1983 generating a population of approximately 13
36 new residents.
37

38 **3. Availability of Public Facilities.**

39 The subject properties are served or can be served from a 6 inch water line
40 and an 8 inch sewer line in Anne Street. There is also an 8 inch sewer line
41 in Short Street. The existing water line in Short Street will likely have to
42 be replaced as it is a 1 ½ inch galvanized pipe.
43

44 **4. Present and Future Transportation Patterns.**

45 The proposed rezoning area fronts on existing City streets that are shown
46 with a right-of-way width of 30 feet on the City property maps. However,

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City Public Works Staff took measurements and found that the Anne Street pavement width varies from 23-33 ft. curb-to-curb; and Short Street has a pavement width of 23 ft. (in the rezoning area). No new streets or further street widening is proposed. The existing streets are adequate for residential traffic. However, with the on-street parking that is often found there, access for trucks over two axles would be difficult for many of these properties.

5. Compatibility with Existing and Proposed Development.

The proposed area to be rezoned adjoins other lands zoned and developed residentially.

The proposed rezoning is from City General Commercial to City R-5A Residential. The proposed change should not conflict with the zoning and development of nearby properties that are already residentially zoned and developed.

6. Relationship to the Comprehensive Plan.

The Salisbury Comprehensive Plan, adopted in 2010, recommends that this area be designated for medium density residential development (5-8 dwelling units per acre). The proposed development is at a density of one unit per 5.6 acres and is within the density proposed by the Comprehensive Plan.

7. Change in the Character of the Area.

In the case of the proposed area to be rezoned, the last comprehensive rezoning in the City occurred on May 23, 1983.

Staff found that the City properties as well as the Christian Shelter property at 326 Barclay Street were likely still in manufacturing or industrial type uses in 1983. The shirt factory and the laundry uses no longer exist on 1.45 acres of the proposed area to be rezoned.

8. Mistake in Existing Zoning.

The Commission found that there is no evidence to support a rezoning based on “mistake” in the existing zoning. In 1983, the laundry and shirt factory uses were likely still existing or it was reasonable to expect that these structures might be re-used for a similar use.

87 **B. DECISION:**

88

89 **THEREFORE**, after review and consideration of all written evidence and
90 testimony during the public hearing, thereon, the Council, for the reasons stated, hereby
91 finds that there has been a Change in the Character of the Area sufficient to warrant the
92 requested rezoning from General Commercial to R-5A Residential zoning.

93

94 **NOW, THEREFORE**, upon a motion by _____,
95 seconded by _____ and duly carried, the Council hereby adopts
96 these Findings of Fact and directs that one copy of these signed and certified Findings be
97 attached to and made a part of the minutes of this meeting.

98

99

100 ATTEST:

101

102

103 _____
104 Kimberly R. Nichols
105 City Clerk

Jacob R. Day
President of the Council of
the City of Salisbury

106

107

108 Approved by me this _____
109 day of _____, 2013.

110

111

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113 _____
114 James Ireton, Jr.
115 Mayor of the City of Salisbury

Memo

To: Tom Stevenson
From: Susan Phillips *SP*
Date: December 19, 2013
Re: Blight Definition

Attached you will find the final draft of an ordinance adding the definition of blight to *15.24.490 Definitions* of the Property Maintenance Code. The addition of this definition will assist with the proper enforcement of blighted properties.

This draft has been to work session several times and has been recommended for a legislative meeting.

Unless you or the mayor has any questions please forward this information to the city council for review and consideration.

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3 **CITY OF SALISBURY**
4 **ORDINANCE NO. 2274**
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6
7 AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND
8 SUBSECTION 15.24.490 GENERAL DEFINITIONS OF THE PROPERTY
9 MAINTENANCE CODE OF THE CITY OF SALISBURY TO ADD A
10 DEFINITION FOR “BLIGHT”.

11 WHEREAS, the ongoing application, administration and enforcement of Chapter
12 15.24 of the Salisbury Municipal Code, demonstrates a need for periodic review,
13 evaluation and amendment; and

14 WHEREAS, there is no definition for blight in the current code; and

15 WHEREAS, the addition of the definition of blight will strengthen the
16 enforcement mechanism that the Department of Neighborhood Services and Code
17 Compliance currently has in place; and

18 WHEREAS, the Department of Neighborhood services and Code Compliance
19 does recommend approval of this proposed code change.

20 NOW, THEREFORE, be it enacted and ordained by the City Council of the City
21 of Salisbury, that Chapter 15.24 Housing Standards, Subsection 15.24.490 General
22 Definitions of the Salisbury Municipal Code be amended to add the following definition:

23 **15.24.490 General Definitions**
24

25 Blight. A condition that endangers the public health, safety or welfare; or any
26 condition that is detrimental to the public health, safety, or welfare because commercial,
27 industrial, or residential structures or improvements are dilapidated, or deteriorated or

28 because such structures or improvements violate minimum health and safety standards.
29 Blight shall include, but not be limited to, debris or other material which results from or
30 is intended to be utilized in demolition, or construction, or that results from any other
31 cause or for any purpose, which remains on any property not specifically zoned for the
32 keeping of such debris or material for more than sixty (60) days without being utilized or
33 removed.

34
35 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY
36 COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the Ordinance shall
37 take effect upon final passage.

38 THIS ORDINANCE was introduced and read at a meeting of the Council of the
39 City of Salisbury held on the _____ day of _____, 2014 and thereafter, a
40 statement of the substance of the ordinance having been published as required by law, in
41 the meantime, was finally passed by the Council on the ___ day of _____,
42 2013.

43
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45 ATTEST:

46
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48 _____
49 Kimberly R. Nichols, City Clerk

Jake Day, City Council President

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52
53 Approved by me, this _____ day of _____, 2014.

54
55 _____
56 James Ireton, Jr., Mayor of the City of Salisbury