



## CITY OF SALISBURY CITY COUNCIL AGENDA

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October 24, 2016  
Government Office Building

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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. CITY INVOCATION – Pastor Chris Martin, SonLife Community Church
- 6:05 p.m. PLEDGE OF ALLEGIANCE
- 6:07 p.m. PROCLAMATION – presented by Mayor Jacob R. Day
- Municipal Government Works Month
- 6:16 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:18 p.m. DISCUSSION OF VACANT COUNCIL POSITION – City Council
- 6:25 p.m. ELECTION OF NEW COUNCIL MEMBER – City Council
- 6:28 p.m. ADMINISTRATION OF OATH OF OFFICE – Mark Bowen, Clerk of Circuit Court
- 6:34 p.m. ELECTION OF NEW COUNCIL VICE-PRESIDENT – City Council
- 6:38 p.m. CONSENT AGENDA – City Clerk Kimberly R. Nichols
- September 19, 2016 Work Session Minutes
  - September 26, 2016 Regular Meeting Minutes
  - October 3, 2016 Work Session Minutes
  - **Resolution No. 2683** - declaring that Paleramo, LLC is eligible to receive Enterprise Zone benefits for property located at 601 E Main Street, Salisbury, MD
  - **Resolution No. 2684** - declaring that A & M Family Group, LLC is eligible to receive Enterprise Zone benefits for property located at 1135 S Salisbury Blvd, Salisbury, MD
  - **Resolution No. 2685** - declaring that Farmers and Planters Company is eligible to receive Enterprise Zone benefits for property located at 210 Mill Street, Salisbury, MD

- **Resolution No. 2686** - to change the Employee Handbook Sections 0102 Equal Employment Opportunity, 0301 Wages and Hours, 0509 Military Leave for Training and Weekend Drill Obligations, 0610 Sexual Harassment
- **Resolution No. 2687** – approving the Manufacturing Exemption request for Delmarva Printing and Design, Inc. for their equipment purchased in 2015

6:40 p.m. AWARD OF BIDS – Assistant Director of Internal Services – Procurement & Parking  
Jennifer L. Miller

- Public Works – Contract 109-17 – HEIL Rear Loader
- Parking Division – Contract 108-16 – Multi-space Pay-by-Plate Parking Meters
- Declaration of Surplus – Salisbury Police Department – Duty Weapon
- Declaration of Surplus – Salisbury Police Department - Bicycles

6:42 p.m. RESOLUTIONS – City Administrator Tom Stevenson

- **Resolution No. 2688** - providing a Payment in Lieu of Taxes (PILOT) to the development of Gatehouse Market and Lofts located at 401 W. Main Street
- **Resolution No. 2689** - granting a conservation easement to the Maryland Environmental Trust and Lower Shore Land Trust, Inc. across City owned property on Naylor Mill Road and Jersey Road in Salisbury, MD

\* Deed of Conservation Easement Amended & doc is a resolution, not an ordinance

6:50 p.m. ORDINANCE – City Attorney Mark Tilghman

- **Ordinance No. 2402** – 1<sup>st</sup> reading- approving an amendment of the FY17 Budget to appropriate funds for street maintenance

6:55 p.m. PUBLIC COMMENTS

7:00 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 website [www.salisbury.md](http://www.salisbury.md)

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 November 14, 2016 Meeting

- Resolution No. \_\_\_\_ - adoption of Poplar Hill Mansion By-Laws
- Ordinance No. 2402 – 2<sup>nd</sup> reading- approving an amendment of the FY17 Budget to appropriate funds for street maintenance
- Ordinance No. 2403 – 2<sup>nd</sup> reading - granting a Conservation Easement to the Maryland Environmental Trust and Lower Shore Land Trust, Inc. across city owned property on Naylor Mill Road and Jersey Road in Salisbury, MD
- FSA Presentation (tentative)

Posted: 10/20/16 (\* amended 10/21/16)

1 CITY OF SALISBURY  
2 WORK SESSION  
3 SEPTEMBER 19, 2016  
4

5 Public Officials Present  
6

7 Council President John “Jack” R. Heath Mayor Jacob R. Day  
8 Council Vice-President Laura Mitchell (*teleconferenced*) Councilman Muir Boda  
9 Councilman James Ireton, Jr. Councilwoman April Jackson

10  
11 In Attendance  
12

13 Assistant City Clerk Diane Nelson, Assistant City Administrator Julia Glanz, City Attorney Mark Tilghman,  
14 Business Development Specialist Laura Kordzikowski, Wicomico County Executive Bob Culver, County  
15 Administration Director Wayne Strausburg, Salisbury-Wicomico Planning and Zoning Deputy Director Lori  
16 Carter, Salisbury-Wicomico Planning and Zoning – Technical & Environmental Planning GIS Coordinator  
17 Frank McKenzie, Salisbury-Wicomico Economic Development Executive Director David Ryan, Great  
18 Salisbury Committee President/CEO Mike Dunn, Salisbury Area Chamber of Commerce President & CEO  
19 Ernie Colburn, Building, Permits and Inspections (BPI) Director Bill Holland, and interested citizens  
20 -----

21 On September 19, 2016 the Salisbury City Council convened in Work Session at 4:31 p.m. in Council  
22 Chambers, Room 301 of the Government Office Building. Council Vice President Mitchell attended the  
23 Work Session via teleconference. The following is a synopsis of the information provided and discussion  
24 held.  
25

26 **Authorizing the Mayor to Sign a Resolution of Support**  
27

28 Mayor Day requested a resolution of support from Council for Green Streets Housing, LLC’s planned  
29 revitalization of vacant City Lot 30 through the development of a public market and affordable housing  
30 complex to be known as GateHouse Market and Lofts, noting that the revitalization is a priority for the City  
31 and in keeping with the City Masterplan. Mayor Day referenced other affordable housing projects in the City  
32 similar to this project, indicating that a request to Council for a Payment in Lieu of Taxes (PILOT) program  
33 and a waiver of Equivalent Dwelling Unit (EDU) fees could be expected to follow this request.  
34

35 After discussion, Council reached consensus to move this item forward to Legislative Session.  
36

37 **To Expand the Enterprise Zone District**  
38

39 Business Development Specialist Kordzikowski, with input as needed from Salisbury-Wicomico Economic  
40 Development Executive Director Ryan and Salisbury-Wicomico Planning and Zoning – Technical &  
41 Environmental Planning GIS Coordinator McKenzie, provided background information on the request before  
42 Council to approve the City making application to the Maryland Department of Commerce to pursue  
43 expansion of the Enterprise Zone District in order to improve the economic development potential of the  
44 airport and surrounding areas. Ms. Kordzikowski outlined the timeline necessary to move this item forward  
45 through the City’s legislative process and Public Hearing requirements in order to meet the October 15, 2016  
46 deadline for application to the Maryland Department of Commerce.  
47

48 After discussion, Council reached consensus to move this item forward to Legislative Session.  
49

50 **To Waive Handicap Ramp Building Fees**

51  
52 Building, Permits and Inspections Director Holland presented a request to Council to approve the waiver of  
53 permit fees for the cost of construction for handicap ramps for one-and-two family dwellings. The permit  
54 fee would be minimal for these ramps given that construction costs range from \$1,000.00 to \$2,000.00 and  
55 are well below the \$3,000.00 construction costs limit for a building permit costing \$40.00; revenue generated  
56 by permit fees for handicap ramps during FY-16 were \$140.00. Mr. Holland indicated that most handicap  
57 ramp permit applications are hardship cases, and recommended Council approve the waiver of permit fees  
58 for residential handicap ramps.

59  
60 After discussion, Council reached consensus to move this item forward to Legislative Session.

61  
62 **Bike Routes on West Isabella**

63  
64 Assistant City Administrator Glanz presented a request to Council to approve the creation of a bike route  
65 which will run along West Isabella Street from the intersection at Route 50 to the intersection at Delaware  
66 Avenue and indicated that the bike route is funded as part of the West Isabella Water Main project currently  
67 under construction. Ms. Glanz provided background information on the various resources utilized for the  
68 design, layout, and construction of the bike route, followed by an overview of the installation process  
69 planned for the designation of both dedicated and shared bicycle lanes based on standards and existing  
70 roadway conditions.

71  
72 After discussion, Council reached consensus to move this item forward to Legislative Session.

73  
74 **Closing Comments/Council Discussion**

75  
76 Mr. Ireton requested Mrs. Mitchell provide a brief overview of her responsibilities while serving as a  
77 municipal representative on the Tri-County Council for the 2016 term now that the City Council has been  
78 requested to name a municipal representative for the 2017 term on the Tri-County Council; thereafter, Mrs.  
79 Mitchell provided the requested information.

80  
81 Mayor Day provided an overview of a letter received from Wallops Flight Facility in Virginia requesting a  
82 letter from Mayor and Council to the Navy, in support of locating an unmanned aerial system program at the  
83 Flight Facility which will create 400 additional jobs and provide a \$14 billion dollar investment in the area;  
84 the Wallops Facility is one of three finalists. After discussion, Council reached consensus to provide the  
85 letter of support as requested.

86  
87 Mr. Boda provided an overview of the *Imitation Firearm Safety Act*, recent legislation in one California  
88 City banning the sale of imitation hand guns unless painted a bright color such as red or pink so that police  
89 officers can distinguish the otherwise realistic looking firearms from real guns; he then requested City  
90 Attorney Tilghman investigate this type of legislation.

91  
92 The Work Session adjourned at 5:08 p.m.

93  
94 \_\_\_\_\_  
95 Assistant City Clerk

96  
97 \_\_\_\_\_  
98 Council President

**CITY OF SALISBURY, MARYLAND**

**REGULAR MEETING**

**SEPTEMBER 26, 2016**

**PUBLIC OFFICIALS PRESENT**

*Council President John “Jack” R. Heath  
Council Vice-President Laura Mitchell  
Councilman James Ireton, Jr.*

*Mayor Jacob R. Day  
Councilman Muir Boda  
Councilwoman April Jackson*

**IN ATTENDANCE**

*Assistant City Clerk Diane Carter, City Administrator Tom Stevenson, City Attorney Mark Tilghman, Assistant Director Internal Services – Procurement & Parking Jennifer L. Miller, Police Chief Barbara Duncan, Salisbury-Wicomico Planning and Zoning Director Jack Lenox, Business Development Specialist Laura Kordzikowski, Wicomico County Executive Bob Culver, County Administration Director Wayne Strausburg, Salisbury-Wicomico Planning and Zoning – Technical & Environmental Planning GIS Coordinator Frank McKenzie, Neighborhood Services & Code Compliance Director Susan Phillips, District 38B-Wicomico County Delegate Carl Anderton, Jr., District 37A-Dorchester/Wicomico County Delegate Sheree Sample-Hughes and interested citizens*

**CITY INVOCATION – PLEDGE OF ALLEGIANCE**

*The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President Heath called the meeting to order and invited Pastor Jay Hurley from Grace United Methodist Church to deliver the City Invocation; thereafter, the Pledge of Allegiance was recited.*

**PRESENTATIONS**

• **Community Organization Presentation – Epoch Dream Center**

*Ms. JoAnn Blackmon provided an overview of the Epoch Dream Center, a 501(c)(3) non-profit organization located in Hebron, Maryland which offers an afterschool program from 3:00 p.m. – 6:00 p.m. to mentor, nurture, encourage, and equip children in the areas of academics, character development, behavior, and emotional wellness during hours when children are most vulnerable to occurrences of drug, alcohol, cigarette, and sexual experimentation, as well as crime among juveniles.*

• **Proclamation – Walk Salisbury Day**

*Mayor Day provided background information on the City’s “Walk Salisbury Day” to be held in support of and in tandem with Governor Hogan’s “Walk Maryland Day” on October 5, 2016; thereafter Mayor Day presented a proclamation declaring October 5, 2016 as “Walk Salisbury Day” in the City and invited all to “Let’s Walk Salisbury!”*

47 • **Presentations of Appreciation to Vice President Laura Mitchell**

48  
49 *Council President Heath presented a plaque, Mayor Day a framed picture of the sitting*  
50 *Council, and Delegates Anderton and Sample-Hughes a Maryland House of Delegates*  
51 *Official Citation to Vice President Mitchell in appreciation of her years of dedicated public*  
52 *service to the City of Salisbury and other municipal and state affiliated organizations.*

53  
54 **ADOPTION OF LEGISLATIVE AGENDA**

55  
56 *Mr. Ireton moved and Mrs. Mitchell seconded to approve the legislative agenda.*

57  
58 *Mr. Boda moved, Mrs. Mitchell seconded and the vote was unanimous to amend the agenda by*  
59 *switching the order of the first and second scheduled public hearings so that “Updates to the City*  
60 *Comprehensive Plan” will precede the “PennTex/Dagsboro Road Annexation; thereafter, the*  
61 *legislative agenda was approved as amended on a unanimous vote in favor.*

62  
63 **CONSENT AGENDA** – presented by Assistant City Clerk Diane Carter

64  
65 *The Consent Agenda consisting of the following items was approved on a unanimous vote in favor*  
66 *on a motion by Mr. Boda that was seconded by Ms. Jackson:*

- 67  
68 • *September 12, 2016 Council Meeting Minutes*
- 69 • **Resolution No. 2659**- *approving the reappointment of Chris Roberts to the Parks &*  
70 *Recreation Committee for term ending September 2019*
  - 71 • **Resolution No. 2660**- *approving the reappointment of David A. Plotts to the Parks &*  
72 *Recreation Committee for term ending October 2019*
  - 73 • **Resolution No. 2661**- *approving the appointment of Amy Crouse to the Disability Advisory*  
74 *Committee for term ending September 2019*
  - 75 • **Resolution No. 2662**- *approving the appointment of Barbara Bell to the Disability Advisory*  
76 *Committee for term ending September 2019*
  - 77 • **Resolution No. 2663** - *authorizing the waiver of the building permit fee tied to the first three*  
78 *thousand dollars in construction costs associated with the construction or replacement of*  
79 *residential ramps for individuals with physical disabilities who have limited mobility and*  
80 *require wheelchair assistance to have access to residences*
  - 81 • **Resolution No. 2664** - *declaring that Edit, LLC is eligible to receive Enterprise Zone*  
82 *benefits for property located at 100 N Division Street, Salisbury, Maryland*
  - 83 • **Resolution No. 2665** - *supporting the development of Lot 30 with affordable housing and a*  
84 *public market to be known as Gatehouse Market and Lofts*

85  
86 **AWARD OF BIDS** – presented by Assistant Director of Internal Services – Procurement &  
87 *Parking Jennifer L. Miller*

88  
89 *Ms. Mitchell moved and Mr. Ireton seconded to approve the Award of Bids consisting of the*  
90 *following item:*

- 92 • *Contract RFP 16-16 Automated Speed Enforcement System*  
93

94 *After discussion, the Award of Bids was unanimously approved as presented.*  
95

96 **RESOLUTIONS** – presented by City Administrator Tom Stevenson  
97

- 98 • **Resolution No. 2666** - to formally accept conveyance of the River View Commons  
99 Riverwalk property

100 *Mrs. Mitchell moved and Ms. Jackson seconded to approve Resolution No. 2666.*  
101

102  
103 *Mr. Stevenson presented the amended resolution distributed to Council at the beginning of*  
104 *the meeting which contained underlined amendments respectively, on Lines 24 through 25,*  
105 *Line 26, and Line 28 after “land”; Mr. Tilghman offered additional clarification of the*  
106 *amendments listed below.*  
107

108 **WHEREAS, subsequent to the submission of the plat and legal description for Council’s**  
109 **approval, the Department of Planning and Zoning has found that there is an error**  
110 **contained in the plat and legal description; and**  
111

112 **WHEREAS, a revised plat is to be submitted, at which time a revised legal description**  
113 **will be prepared.**  
114

115 **, subject to the approval of the corrected plat and legal description by the City Solicitor.**  
116

117 *Mr. Boda moved, Mr. Ireton seconded, and the vote was unanimous to amend Resolution*  
118 *No. 2666 by adopting the revisions as presented and subject to the approval of the corrected*  
119 *plat and legal description by the City Solicitor; thereafter, Resolution No. 2666 was*  
120 *approved as amended on a unanimous vote in favor.*  
121

- 122 • **Resolution No. 2667** – to authorize a memorandum of understanding and accept a donation  
123 *from the Delmarva Zoological Society for improvements to the Salisbury Zoological Park*  
124 *Visitor Center building*  
125

126 *Mrs. Mitchell moved, Mr. Ireton seconded, and after discussion the vote was unanimous to*  
127 *approve Resolution No. 2667 as presented.*  
128

- 129 • **Resolution No. 2668** - authorizing the Salisbury City Police to accept a donation from  
130 *Close Quarters Defense of a (5) five day training course for (6) six police officers. The*  
131 *course will aid the officers in that they will receive training in weapon control, personnel*  
132 *control and zone control*  
133

134 *Mr. Boda moved and Ms. Jackson seconded to approve Resolution No. 2668; Mr. Stevenson*  
135 *presented the resolution, followed by input from Mayor Day and Chief Duncan. After*  
136 *discussion, the vote was unanimous to approve Resolution No. 2668 as presented.*  
137

138 **PUBLIC HEARINGS** – presented by City Administrator Tom Stevenson  
139

140 ***Updates to the City Comprehensive Plan***

- 141 • **Resolution No. 2669** - to amend the adopted 2010 City of Salisbury Comprehensive Plan,  
142 dated May 2012  
143

144 *At 6:50 p.m. President Heath opened the Public Hearing for Resolution No. 2669, and there*  
145 *being no speakers, closed the Public Hearing. President Heath called for a motion and*  
146 *second to approve Resolution No. 2669; thereafter, Mrs. Mitchell moved and Mr. Ireton*  
147 *seconded to approve Resolution No. 2669.*  
148

149 *Mr. Stevenson presented the resolution and recommended amending the resolution by*  
150 *striking “DATED MAY 2012” from the title of the resolution because it was a typographical*  
151 *error.*  
152

153 *Mr. Boda moved, Mrs. Mitchell seconded, and the vote was unanimous to amend Resolution*  
154 *No. 2669 by striking “, DATED MAY 2012” from the title of the resolution; thereafter,*  
155 *Resolution No. 2669 passed as amended on a unanimous vote in favor.*  
156

157 ***PennTex / Dagsboro Road Annexation***

- 158 • **Resolution No. 2650** - proposing the annexation to the City of Salisbury of certain area of  
159 land contiguous to and binding upon the northerly corporate limit of the City of Salisbury,  
160 to be known as the “PennTex – Dagsboro Road Annexation” and the application of a City  
161 zoning classification to same area located on the northerly side of and binding upon  
162 Dagsboro Road and the northeast quadrant of the intersection of North Salisbury Blvd. MD  
163 RTE. 13 and Dagsboro Road  
164 • **Resolution No. 2651**- approving the annexation plan of the “PennTex – Dagsboro Road  
165 Annexation”  
166

167 *At 6:55 p.m. President Heath opened the Public Hearing for Resolution Nos. 2650 and*  
168 *2651; Mr. Boda moved and Mr. Ireton seconded to approve Resolution Nos. 2650 and 2651.*  
169 *There being no speakers, President Heath closed the Public Hearing.*  
170

171 *Mr. Stevenson distributed to Council an updated “Exhibit A” provided by Mr. Tilghman for*  
172 *substitution in both resolutions for “Exhibit A” which had been included in the Agenda-*  
173 *Packet previously distributed to Council. Mr. Tilghman indicated that the reference to a*  
174 *“Brass Cap” on Line 5 should be changed to a “Brass Disk” and misspelled “BARACKS”*  
175 *on the Sixth Line from the bottom should be changed to the correct spelling of*  
176 *“BARRACKS.” Mr. Tilghman explained that although both changes are non-substantive in*  
177 *nature, they should be changed to reflect the correct legal description of the property.*  
178

179 *Mrs. Mitchell moved, Mr. Boda seconded, and the vote was unanimous to substitute the*  
180 *updated “Exhibit A” for the previously published “Exhibit A” in both resolutions of the*  
181 *Council’s Agenda-Packet.*  
182

183 *Mr. Stevenson then continued with presentation of both resolutions; thereafter, Resolution*  
184 *Nos. 2650 and 2651 were both approved as amended on a unanimous vote in favor.*

185

186 ***Expansion of the Salisbury-Wicomico Enterprise Zone***

- 187 • ***Resolution No. 2670*** - *authorizing an application to the Maryland Department of*  
188 *Commerce to expand the boundaries of the existing Salisbury-Wicomico Enterprise Zone*

189

190 *Mrs. Mitchell moved and Ms. Jackson seconded to approve Resolution No. 2670.*

191

192 *Mr. Stevenson presented the resolution and at 7:02 p.m., President Heath opened the Public*  
193 *Hearing for Resolution No. 2670. There being no speakers, President Heath closed the*  
194 *Public Hearing and thereafter, Resolution No. 2670 passed on a unanimous vote in favor.*

195

196 **ORDINANCE** – *presented by City Attorney Mark Tilghman*

197

- 198 • **Ordinance No. 2401** – *1<sup>st</sup> reading - creating a bike route which will run along West*  
199 *Isabella Street from the intersection at Rte. 50 to the intersection at Delaware Avenue*

200

201 *Ms. Jackson moved and Mrs. Mitchell seconded to approve Ordinance No. 2401 for first*  
202 *reading.*

203

204 *Mr. Tilghman presented the ordinance and recommended striking “deemed” in Line 33 and*  
205 *replacing it with “enacted & ordained,” as he had when presenting the ordinance.*

206

207 *Mrs. Mitchell moved, Mr. Ireton seconded and the vote was unanimous to amend Ordinance*  
208 *No. 2401 by adopting the revisions as presented and recommended; thereafter, Ordinance*  
209 *No. 2401 was approved as amended for first reading on a unanimous vote in favor.*

210

211 *With no Public Comments or further business to discuss, President Heath adjourned the Legislative*  
212 *Session at 7:05 p.m.*

213

214

215 \_\_\_\_\_  
*Assistant City Clerk*

216

217

218 \_\_\_\_\_  
*Council President*

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CITY OF SALISBURY  
WORK SESSION  
OCTOBER 3, 2016

Public Officials Present

Council President John R. “Jack” Heath                      Mayor Jacob R. Day  
Councilman Muir Boda    Councilman James Ireton, Jr. (arrived 4:58 p.m.)  
Councilwoman April Jackson

In Attendance

City Clerk Kimberly R. Nichols, City Administrator Tom Stevenson, Assistant City Administrator Julie Glanz, Building, Permits and Inspections Director Bill Holland, Human Resources Director Jeanne Loyd, interested citizens and members of the press.

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On October 3, 2016, Salisbury City Council convened in Work Session at 4:30 p.m. in Council Chambers, Room #301 of the Government Office Building. The Work Session was preceded by an update of the recent storm recovery in the City, provided by Mayor Jacob R. Day.

**Storm Recovery report**

Mayor Jacob R. Day reported the following on the record-setting rainstorm that occurred overnight on September 28, 2016:

Most of the City damages were in water leaks in ceilings, water under doors, etc. Downtown businesses received significant water damages. Delaware Avenue residents between Rose and Isabella Streets had significant water damage on Saturday and Sunday. Flooding occurred at several businesses in the Church Street area including R.D. Grier & Son and Bozman Floor Coverings. Middle Neck Lane, Canal Woods, and Rich-Wil Drive had significant flooding.

There were sixty-eight (68) condemnations due to flooding (fifty-three (53) in Canal Woods, fourteen (14) on Delaware Avenue, Rose, Mack and Tangier Streets, one (1) on Rich-Wil Drive) Most of the Canal Woods condemnations have now been lifted. Three (3) remain in effect on the ground floor of Building A and three (3) on the ground floor of Building G. All fourteen (14) on Delaware are still in place; the one on Rich-Wil is still in place where a partial wall collapsed.

Public Infrastructure damage included minor damage to Mitchell Pond Dam. North Park Drive and the Urban Greenway were washed out. The City Park Fountain received electrical damages. The Zoo and Park experienced significant damage, more in the way of requiring major clean up throughout of sand and mud deposits, washed away paths, and damaged landscaping. Two trees fell – one on the owl enclosure and one on a fence, but the damage was minor.

Fire Stations #1 and #16 had roof leaks and are currently being accessed. Station #16 lost some wheel chocks. The GOB and Housing and Community Development Office also had roof leaks.

43 Repairs to avoid future damage include Coty Cox Stormwater Project (under construction) which  
44 would have prevented the flooding. The Waste Water Treatment Plant had volume overflows but  
45 only untreated water spilled into the river. If the project that is underway were completed, the  
46 volume would have been much less. The Salisbury Zoo remained closed for clean-up and will re-  
47 open tomorrow. Fitzwater Street is very low but did not flood as badly as it has in the past.  
48 Germania Circle also did better than it has in the past. That project is ready to go.

49  
50 The Main Street Stormwater Management Project would have helped downtown businesses on  
51 Market St. back to Poplar Hill, Main and Camden Streets. That project began construction today.

52  
53 Norfolk Southern cleaned up Emerson Ave. and Middle Neck Branch culverts under the railroad,  
54 but the outflow was constrained. City cleanup operations are ongoing. Public Works is removing  
55 barricades, inspecting the City dams, cleaning up storm drains and inlets, and street sweeping.  
56 They are developing a list of mulch, landscaping, and plantings that need to be brought in. Bulk  
57 pickup is scheduled for Monday. Housing & Community Development is surveying the City.

58  
59 Donations will be collected at the Salisbury Neighborhood Housing Service office on Riverside  
60 Dr. and Salisbury Police Department. Items needed include non-perishables, toys, furniture, pet  
61 food, household necessities, and clothing in all sizes from children to adults. Ms. Jackson  
62 reported she has a storage unit containing clothing for children and adults. Those in need should  
63 contact her directly. Mayor Day provided the phone number to the Red Cross (410-202-3831)  
64 and asked the Public to report backed up storm drains at 410-548-3170.

65  
66 Upon the completion of the storm report, Mayor Day presented the first item on the Work  
67 Session agenda. The following is a synopsis of the topics discussed in the Work Session:

68  
69 **Resolution to provide a Payment in Lieu of Taxes (PILOT) for Green Street Housing**

70  
71 Mayor Day reported the next step in the development of Lot #30 is to discuss a PILOT. The  
72 proposal is to pay \$400 per unit per year for 40 years for the 60 units. Per Councilwoman  
73 Jackson's request, Mayor Day stated when the City moves from the Land Disposition Contract  
74 with Green Street Housing to settlement in the next year or so, a contract stipulation would be for  
75 a monument to be placed stating this was black-owned property and entrepreneurship.

76  
77 Council reached consensus to advance the legislation to legislative agenda.

78  
79 **Fenzel/Onley Rd. Annexation**

80  
81 Building Permits and Inspections Director William Holland joined Council and presented the  
82 Fenzel/Onley Road Annexation request. He reported the work on the annexation began about  
83 nine years ago, but was temporarily abandoned. Nick Fenzel, the property owner, wishes to now  
84 proceed with the project.

85  
86 Mr. Holland provided a comprehensive overview of the annexation. The concept development  
87 plan involves demolishing a vacant single-family dwelling and constructing nine, two-story  
88 townhouse style apartments, along with associated parking, stormwater management, curb-gutter

89 and sidewalk, etc. The request is for Council's initial approval to continue moving forward to the  
90 next step and will involve moving forward to Planning & Zoning for the zoning approval.

91  
92 Council reached unanimous consensus to approve moving forward in the annexation process.  
93

94 **Resolution of Support – Naylor Mill Conservation Easement**  
95

96 Mayor Day presented the conservation easement for the City-owned property on Naylor Mill  
97 Road. The City agreed to hear a proposal from Wicomico County for expansion of the ball fields  
98 on the property, but there was significant Public opposition from trail users of the massive trail  
99 system in the forest.

100  
101 Mayor Day informed Council of an agreement being worked out for a management contract  
102 similar to the one with the City Park with a volunteer group who will be in charge of managing  
103 the trails. He stated this would be the largest park in the City's system, and he was hopeful that it  
104 could be conserved to prohibit future development, similar to the historic easement at the City  
105 Park. This Conservation Easement would state the development rights of the park are removed.  
106 Lower Shore Land Trust would be co-holders of the easement with the Maryland Environmental  
107 Trust which would provide additional backing from the State of MD Attorney General.  
108

109 Mayor Day said part of one of the County's soccer fields is on City property. There is a large  
110 piece of open area not in the conservation area that will be transferred back to the County. The  
111 County plans to finish that out as softball fields and move the soccer fields elsewhere. There is a  
112 grassy strip on the left side of the road as you enter the Park not included in the Conservation  
113 Easement. The County has offered to build parking area in that location should parking conflicts  
114 occur in the future.

115  
116 Ms. Jackson inquired about the channel and Mr. Day indicated the Conservation Easement  
117 would protect the creek in the forest area. The City will be allowed to drill wells for drinking  
118 water, as the original acquisition of the parcel was to protect drinking water.  
119

120 Council reached unanimous consensus to advance the two pieces of legislation forward to  
121 legislative agenda.  
122

123 **Amending the Employee Handbook**  
124

125 Human Resources Director Jeanne Loyd discussed the amendment to the Employee Handbook.  
126 The following changes have been reviewed and recommended by the Mayor's Office:  
127

- 128 1. 0102 - Equal Employment Opportunity – moved the Sexual Harassment section to an  
129 appropriate, expanded section
- 130 2. 0610 – Sexual Harassment – section was added which also included other forms of  
131 unlawful harassment
- 132 3. 0301 – Wages and Hours –the information has been updated to reflect the changes that  
133 were introduced with the Mayor's budget (all employees will receive a step increase

134 annually with a satisfactory performance appraisal and the 25 steps would increase to 30  
135 steps with a satisfactory performance appraisal)  
136 4. 0509 – Military leave for training and weekend drill obligations – the recommended  
137 changes offer more pay stability for our military during their active duty  
138

139 Mayor Day suggested the following changes to 0509 – Military leave:  
140

- 141 • Strike “No more than 15 days of paid military time may be used for military leave for  
142 training purposes in a calendar year.” on Lines 11 and 12
- 143 • Line 13 – strike “also”
- 144 • Line 14 – strike “weekend drill”
- 145 • Strike the sentence that begins on Line 15 and continues to Line 16  
146

147 After discussion, Council unanimously approved bringing the amendments to legislative agenda.  
148

### 149 **Toy Gun Discussion**

150

151 City Attorney Tilghman reported there were restrictions on toy guns in other states, but was  
152 unaware of laws in Maryland and did not think there was federal prohibition on toy guns.  
153

154 Council reached unanimous consensus to ask Mr. Tilghman to research the following:  
155

- 156 • Which states have toy gun legislation?
- 157 • Has it been successful? (provide background information to use for discussion purposes)
- 158 • Are there laws on the books? How do they look? Is there Federal law?
- 159 • What is Maryland doing? Can we legally prohibit the sale of toy guns or B.B. Guns?  
160

161 Mayor Day will ask Chief Duncan to research the following and join Council to discuss:  
162

- 163 • What is the Police Department’s history on collecting toy guns?
- 164 • What are peer departments doing?
- 165 • Are there any know incidents or near incidents that the City has had?  
166

167 The discussion on toy guns will be continued to a subsequent Work Session.  
168

### 169 **Council discussion**

170

171 Mayor Day reported the next step in the Fire Service Agreement Study is the presentation to the  
172 Steering Committee followed by presentations to both City and County Councils.  
173

174 There being no further business to discuss, the Work Session adjourned at 5:50 p.m.  
175

176 \_\_\_\_\_  
177 City Clerk  
178

179 \_\_\_\_\_  
180 Council President

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**INTER**

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**OFFICE**

# MEMO

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## Office of the Mayor

**To:** City Council  
**From:** Laura Kordzikowski  
**Subject:** Enterprise Zone Eligibility – Paleramo LLC– 601 E Main Street  
**Date:** October 11, 2016

Attached is a copy of the application requesting Enterprise Zone designation for Paleramo LLC from Mike Wigley. I have reviewed this application and, to the best of my knowledge, this establishment meets all of the qualifications to be so designated. This property is located within the boundaries of the City's Enterprise Zone, and this company has invested more than \$50,000 in the property and/or has hired two or more full time employees since locating in the Enterprise Zone.

I recommend that the City Council adopt the attached resolution designating Paleramo LLC located at 601 E Main Street, eligible to receive the benefits of the Enterprise Zone.

The Mayor concurs with this recommendation.

As a reminder, companies that are declared eligible for enterprise zone benefits are able to receive both income tax and property tax benefits for ten years. The purpose of this program is to encourage industries to locate in areas identified as enterprise zones and to reinvest in such properties.

cc: Mayor Day  
Tom Stevenson  
Kim Nichols

Attachments



# 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



JACOB R. DAY  
MAYOR

TOM STEVENSON  
CITY ADMINISTRATOR

BOB CULVER  
COUNTY EXECUTIVE

R. WAYNE STRAUSBURG  
DIRECTOR OF ADMINISTRATION

September 26, 2016

TO: Laura Kordzikowski, Downtown Business Coordinator

FROM: John F. Lenox, AICP, Director of Planning & Zoning

SUBJECT: **Paleramo, LLC – 601 E. Main Street**

At your request, this department has reviewed the Enterprise Zone request submitted by Paleramo, LLC for property located at 601 E. Main Street. The subject site is located on State City Tax Map #107, Parcel #929 on the northerly side of East Main Street. The site is located in the General Commercial District.

The General Commercial District permits a number of uses including eating and drinking establishments, hotels and motels, shopping centers and offices and office buildings.

The General Commercial District requires a minimum lot size of 10,000 sq. ft. and this property is 1.92 acres in size. The Planning Staff is not aware of any requests to subdivide this property.

If any additional information is needed, please do not hesitate to call.

## Department of Public Works

### Inter Office Memorandum

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**To:** Mike Moulds, Director of Public Works  
**From:** Rick Baldwin  
**Subject:** Enterprise Zone Qualifications – Paleramo, LLC  
**Date:** September 28, 2016

Review of Public Works criteria for Enterprise Zone designation of Paleramo, LLC, located at 601 E. Main Street, Salisbury, Maryland.

- The Paleramo, LLC property located at 601 E. Main Street is in compliance with the City's sewer use requirements specifically Chapter 13.12 of the City of Salisbury Code of Ordinances.
- The Paleramo, LLC property located at 601 E. Main Street is still in the process of renovation including construction of storm water management facilities according to an improved site plan in compliance with current State and local storm water management codes and regulations.

**RE: Enterprise Zone Paleramo LLC**

Connie Klaverweiden

**Sent:** Monday, September 26, 2016 1:25 PM**To:** Keith Cordrey**Cc:** Shawanda Garrison; Laura Kordzikowski

Paleramo has paid their current year real estate taxes. They do not have any personal property tax reportings.

**Connie Klaverweiden**

Revenue Clerk II

Department of Internal Services/ Finance Division

City of Salisbury

125 N. Division Street, Room 103

Salisbury, MD 21801

410-548-3110

[www.salisbury.md](http://www.salisbury.md)

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**From:** Keith Cordrey**Sent:** Thursday, September 22, 2016 10:41 AM**To:** Connie Klaverweiden**Cc:** Shawanda Garrison; Laura Kordzikowski**Subject:** Enterprise Zone Paleramo LLC

Please advise Laura if Paleramo is up to date as requested.

**Keith Cordrey**

Director of Internal Services

City of Salisbury

125 N. Division St. Room 103

Salisbury, MD 21801

410-334-3028

[www.salisbury.md](http://www.salisbury.md)

**INTER**

**OFFICE**

**MEMO**

## Office of Business Development

**To:** Mike Moulds, Jack Lenox, Bill Holland, and Keith Cordrey  
**From:** Laura Kordzikowski  
**Subject:** Enterprise Zone Qualifications – Paleramo LLC  
**Date:** September 21, 2016

I have received a request from Paleramo LLC located at 601 E Main Street, that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

### Public Works

Does this business meet the limitations of the City's Sewer Use Ordinance?

Does this business meet State and local storm water management codes and regulations?

### Planning & Zoning

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

### Building, Permits & Inspections

Does this business meet the building code (or did it at the time of construction)? **YES**

Does this business meet all permit requirements? **YES**

### Finance

Is this business up to date on their taxes?

Please answer the questions above under the heading for your department and return to my office by 9/28/2016. Your assistance is appreciated. If you have any questions, please let me know.

cc: Mayor Day



City of  
**Salisbury**  
Jacob R. Day, Mayor

September 21, 2016

Palermo LLC  
628 Milford Harrington Highway  
Milford DE 19963

I have received your request for enterprise zone designation for Palermo LLC located at 601 E Main Street, Salisbury MD. I will begin processing this request immediately. I will be back in touch if I need further information, and to let you know when this matter will be brought before the City Council and the County Council for approval.

If you have any questions in the meantime, please let me know. My phone number is 410-677-1915.

On behalf of the Mayor and the City Council, I would like to express our appreciation for your interest in investing in our community.

Very truly yours,

Laura Kordzikowski  
Business Development Specialist – City of Salisbury

cc: Michael Wigley – Davis, Bowen, & Friedel

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**INTER**

**OFFICE**

**MEMO**

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## Office of Business Development

**To:** Mike Moulds, Jack Lenox, Bill Holland, and Keith Cordrey  
**From:** Laura Kordzikowski  
**Subject:** Enterprise Zone Qualifications – Paleramo LLC  
**Date:** September 21, 2016

I have received a request from Paleramo LLC located at 601 E Main Street, that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

### Public Works

Does this business meet the limitations of the City's Sewer Use Ordinance?

Does this business meet State and local storm water management codes and regulations?

### Planning & Zoning

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

### Building, Permits & Inspections

Does this business meet the building code (or did it at the time of construction)?

Does this business meet all permit requirements?

### Finance

Is this business up to date on their taxes?

Please answer the questions above under the heading for your department and return to my office by 9/28/2016. Your assistance is appreciated. If you have any questions, please let me know.

cc: Mayor Day



City of Salisbury
Enterprise Zone Program Information And Qualification Application

Application

Applying For:

Income Tax Credit [ ] Real Property Tax Credit [X] Both [ ]

General Information

Today's Date: SEPTEMBER 19, 2016

Name of Firm: DAVIS, BOWEN & FRIEDEL, INC.

Contact Person: MICHAEL WIGLEY

Title: PRESIDENT

Mailing Address: ONE PLAZA EAST, SUITE 200
SALISBURY, MD 21801

Street Address (if different):

Telephone Number: 410 543.9071

E-Mail Address: mw@dbfiac.com

Property Information

Address of Property for Which Enterprise Benefits are sought:
601 MAIN STREET
SALISBURY, MD 21804

Property Tax # (10 digit - if available): 05-015391

Name of Property Owner: PALERAMO, LLC

Address of Property Owner: 628 MILFORD HARRINGTON HIGHWAY, MILFORD, DE 19963

Approximate Size of Property: 1.92 Acres

Approximate Size of Existing Building: 20,851 Square Feet

Current Base Assessment Price: \$ 368,700

Information on Applicant Business

Is Company Located in Enterprise Zone now: Yes [X] No [ ]

Is Company relocating from another place?: Yes [X] No [ ]

If yes, where was previous location?: ONE PLAZA EAST, SUITE 200, SALISBURY, MD 21801

Is Company a new, start up business?: Yes [ ] No [X]

Headquarters location: SALISBURY, MD

Submit Application to:
Business Development Specialist - City of Salisbury
125 North Division Street, Room 104
Salisbury, MD 21801
410-677-1915 | info@citylivingsalisbury.com



City of Salisbury
Enterprise Zone Program Information And Qualification Application

Describe the Company's primary and secondary products or services that are, or will be, produced at the facility in the Enterprise Zone:

ARCHITECTS, ENGINEERS & SURVEYORS

Business NAICS Code (if available): 541310, 541320, 541330, 541370

Proposed Project - Real Property Tax Credit

Proposed Project Is: New Construction [ ] Rehabilitation [X]

Project Starting Date: APRIL 1, 2016

Anticipated Completion Date: NOVEMBER 25, 2016

Description of Project:

CONVERSION OF NEGLECTED FORMER GROCER INTO PROFESSIONAL OFFICE SPACE. COMPLETE PARKING LOT IMPROVEMENTS, ROOF REPLACEMENT AND ADDITION OF 1100 SF.

Cost of Project: \$2,500,000 ±

Proposed Project - State Income Tax Credit

Current Number of Employees in the Zone:

Total: Full Time: Part Time:

New Jobs Created in the Zone:

Total: Full Time: Part Time:

Creation Date:

Hourly Wage for Typical New Job (without benefits): \$/hour

Additional Cost of Benefits Provided (Per New Employee): \$/hour

Please include a list of all hired employees, the date of hire, how many hours a week they work, and what their wages are.

Signatures

Signature of Person Completing This Form:

Typed Name: MICHAEL P. WISBEGY

Title: PRESIDENT OF DAVIS, BOWEN & FRIEDEL, INC.

Date: SEPTEMBER 19, 2016

How did you hear about this opportunity:

CITY OFFICIALS

Submit Application to: Business Development Specialist - City of Salisbury, 125 North Division Street, Room 104, Salisbury, MD 21801, 410-677-1915 | info@citylivingsalisbury.com

RESOLUTION NO. 2683

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING THAT PALERAMO, LLC IS ELIGIBLE TO RECEIVE ENTERPRISE ZONE BENEFITS FOR PROPERTY LOCATED AT 601 E MAIN STREET, SALISBURY MD.

WHEREAS the City of Salisbury, Maryland and Wicomico County created an Enterprise Zone on June 6, 1983 for the purpose of encouraging economic development of the area encompassed within the boundaries of such zone; and

WHEREAS the Enterprise Zone was created under authority granted by the State of Maryland; and

WHEREAS the State Code permits certain benefits to be extended to businesses that locate or expand in the Enterprise Zone provided that they meet certain standards; and

WHEREAS, the City of Salisbury and Wicomico County have also established certain standards, which must be met in order for a business to be deemed eligible to receive Enterprise Zone benefits; and

WHEREAS, Paleramo LLC meets the standards set forth in the State Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

WHEREAS, Mike Wigley, representing Paleramo LLC has requested that the company be designated as eligible for Enterprise Zone benefits because of its investment of more than \$50,000 at their property located in the zone at 601 E Main Street;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland that Paleramo LLC be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this resolution.

The above Resolution was introduced and read and passed at the regular meeting of the Salisbury City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

\_\_\_\_\_  
John R. Heath  
PRESIDENT, City Council

APPROVED by me this  
\_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Jacob R. Day  
MAYOR, City of Salisbury

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**INTER**

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**OFFICE**

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# MEMO

## Office of the Mayor

**To:** City Council  
**From:** Laura Kordzikowski  
**Subject:** Enterprise Zone Eligibility – A&M Family Group, LLC– 1135 S Salisbury Blvd  
**Date:** October 11, 2016

Attached is a copy of the application requesting Enterprise Zone designation for A&M Family Group, LLC from Maher Hafez. I have reviewed this application and, to the best of my knowledge, this establishment meets all of the qualifications to be so designated. This property is located within the boundaries of the City's Enterprise Zone, and this company has invested more than \$50,000 in the property and/or has hired two or more full time employees since locating in the Enterprise Zone.

I recommend that the City Council adopt the attached resolution designating A&M Family Group, LLC located at 1135 S Salisbury Blvd, eligible to receive the benefits of the Enterprise Zone.

The Mayor concurs with this recommendation.

As a reminder, companies that are declared eligible for enterprise zone benefits are able to receive both income tax and property tax benefits for ten years. The purpose of this program is to encourage industries to locate in areas identified as enterprise zones and to reinvest in such properties.

cc: Mayor Day  
Tom Stevenson  
Kim Nichols

Attachments

**RE: A & M****Connie Klaverweiden****Sent:** Tuesday, September 27, 2016 2:50 PM**To:** Keith Cordrey**Cc:** Laura Kordzikowski; Shawanda Garrison

There are two properties in SDAT known as 1135 S. Salisbury Blvd. (13029008 & 13029016). Both properties are owned by A&M Family Group LLC. The real estate taxes are paid on both properties. There is no personal property tax in the owner name.

**Connie Klaverweiden**

Revenue Clerk II

Department of Internal Services/ Finance Division

City of Salisbury

125 N. Division Street, Room 103

Salisbury, MD 21801

410-548-3110

[www.salisbury.md](http://www.salisbury.md)**From:** Keith Cordrey**Sent:** Monday, September 26, 2016 1:11 PM**To:** Connie Klaverweiden**Cc:** Laura Kordzikowski; Shawanda Garrison**Subject:** A & M

Please follow up with Laura as to whether A & M is up to date.

**Keith Cordrey**

Director of Internal Services

City of Salisbury

125 N. Division St. Room 103

Salisbury, MD 21801

410-334-3028

[www.salisbury.md](http://www.salisbury.md)



# 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



JACOB R. DAY  
MAYOR

TOM STEVENSON  
CITY ADMINISTRATOR

BOB CULVER  
COUNTY EXECUTIVE

R. WAYNE STRAUSBURG  
DIRECTOR OF ADMINISTRATION

September 26, 2016

TO: Laura Kordzikowski, Downtown Business Coordinator

FROM: John F. Lenox, AICP, Director of Planning & Zoning

**SUBJECT: A & M Family Group, LLC – 1135 S. Salisbury Blvd.**

At your request, this department has reviewed the Enterprise Zone request submitted by A & M Family Group, LLC for property located at 1135 S. Salisbury Blvd. The subject site is located on State City Tax Map #115, Parcels #3100 & 3101 on the easterly side of South Salisbury Blvd. The site is located in the General Commercial District.

The General Commercial District permits a number of uses including eating and drinking establishments, hotels and motels, offices and office buildings and shopping centers.

The General Commercial District requires a minimum lot size of 10,000 sq. ft. and this property is 35,941 sq. ft. in size. There are two existing parcels and the Planning Staff is not aware of any requests to subdivide this property.

On July 21, 2016, the Salisbury Planning Commission approved a Comprehensive Development Plan for conversion of the building to a shopping center.

If any additional information is needed, please do not hesitate to call.

## Department of Public Works

### Inter Office Memorandum

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**To:** Mike Moulds, Director of Public Works  
**From:** Rick Baldwin  
**Subject:** Enterprise Zone Qualifications – A&M Family Group, LLC  
**Date:** September 28, 2016

Review of Public Works criteria for Enterprise Zone designation of A&M Family Group, LLC, located at 601 E. Main Street, Salisbury, Maryland.

- The A&M Family Group, LLC property located at 601 E. Main Street is in compliance with the City's sewer use requirements specifically Chapter 13.12 of the City of Salisbury Code of Ordinances.
- The A&M Family Group, LLC property located at 601 E. Main Street is still in the process of building renovation, however there are no changes to storm water management requirements and the property is currently in compliance with State and local storm water management codes and regulations for the date built.

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**INTER**

**OFFICE**

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**MEMO**

## Office of Business Development

**To:** Mike Moulds, Jack Lenox, Bill Holland, and Keith Cordrey  
**From:** Laura Kordzikowski  
**Subject:** Enterprise Zone Qualifications – A&M Family Group, LLC  
**Date:** September 22, 2016

I have received a request from A&M Family Group, LLC located at 1135 S Salisbury Blvd, that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

### Public Works

Does this business meet the limitations of the City's Sewer Use Ordinance?

Does this business meet State and local storm water management codes and regulations?

### Planning & Zoning

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

### Building, Permits & Inspections

Does this business meet the building code (or did it at the time of construction)? *YES*

Does this business meet all permit requirements? *YES*

### Finance

Is this business up to date on their taxes?

Please answer the questions above under the heading for your department and return to my office by 9/29/2016. Your assistance is appreciated. If you have any questions, please let me know.

cc: Mayor Day



City of  
**Salisbury**  
Jacob R. Day, Mayor

September 22, 2016

Mr. Maher Hafez  
A&M Family Group, LLC  
6907 Hall Dr  
Berlin MD 21811

Dear Maher Hafez:

I have received your request for enterprise zone designation for A&M Family Group, LLC located at 1135 S Salisbury Blvd, Salisbury MD. I will begin processing this request immediately. I will be back in touch if I need further information, and to let you know when this matter will be brought before the City Council and the County Council for approval.

If you have any questions in the meantime, please let me know. My phone number is 410-677-1915.

On behalf of the Mayor and the City Council, I would like to express our appreciation for your interest in investing in our community.

Very truly yours,

Laura Kordzikowski  
Business Development Specialist – City of Salisbury



**City of Salisbury**  
**Enterprise Zone Program Information And Qualification Application**

Application

Applying For:

Income Tax Credit  Real Property Tax Credit  Both

General Information

Today's Date: September 15, 2016  
Name of Firm: A&M Family Group, LLC  
Legal Status:  Corporation  Proprietorship  Partnership  Other  
Principal Partners: Maheer Hafez  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
FEIN: 81-1793303  
Contact Person: Maheer Hafez  
Title: Member

Mailing Address: 6907 Hall Dr  
Berlin, MD 21811

Street Address (if different):  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: 443-373-3061  
E-Mail Address: mahhaf@comcast.net

Property Information

Address of Property for Which Enterprise Benefits are sought:  
1135 S. Salisbury Blvd  
Salisbury, MD 21801

Property Tax # (10 digit – if available): 13-029016  
Name of Property Owner: A&M Family Group, LLC  
Address of Property Owner: 6907 Hall Dr, Berlin, MD 21811  
Approximate Size of Property: 0.75 Acres  
Approximate Size of Existing Building: 8570 Square Feet  
Current Base Assessment Price: \$ 397,200

Information on Applicant Business

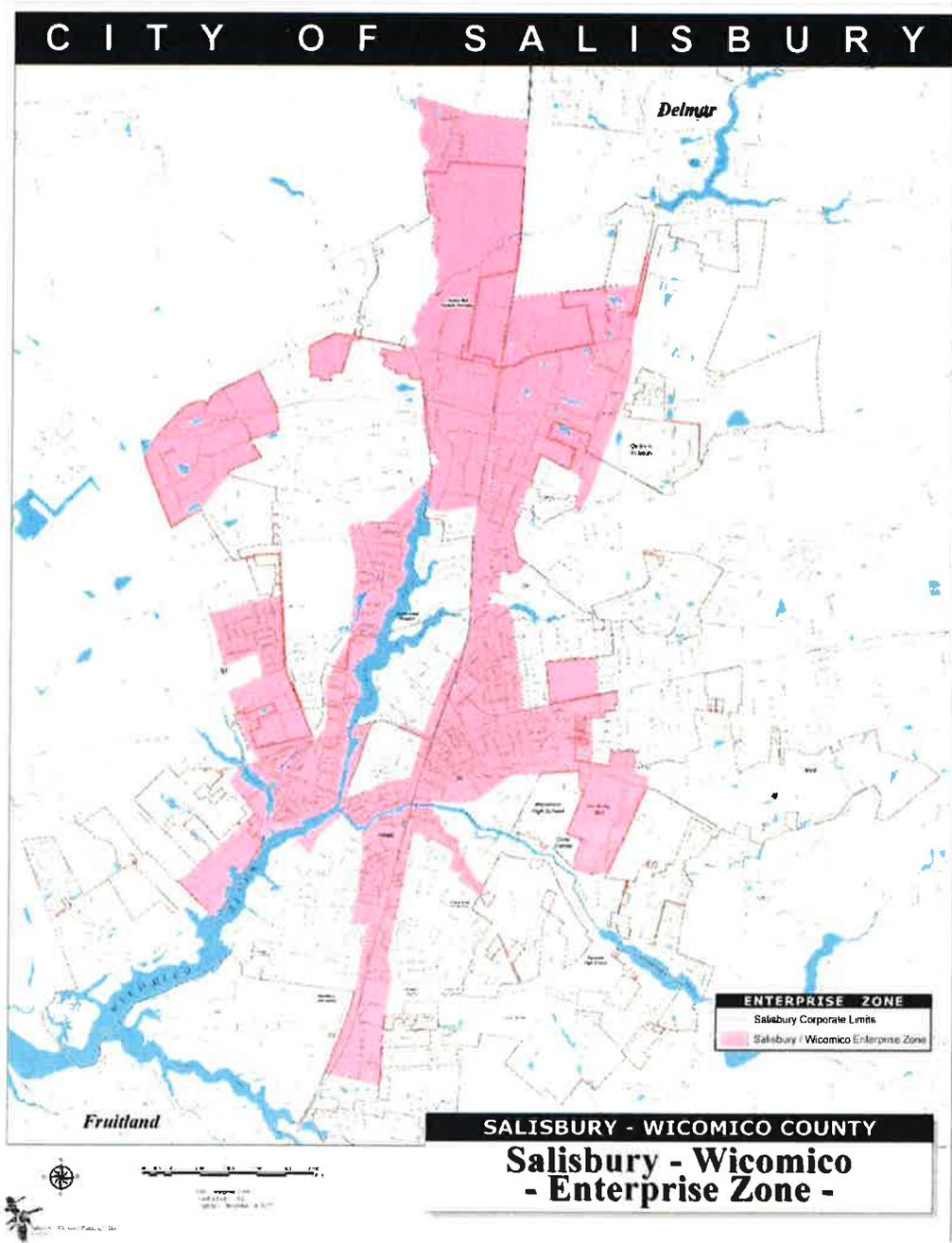
Is Company Located in Enterprise Zone now: Yes  No  If yes, since what year: \_\_\_\_\_  
Is Company relocating from another place?: Yes  No   
If yes, where was previous location?: \_\_\_\_\_

Submit Application to:  
Business Development Specialist – City of Salisbury  
125 North Division Street, Room 104  
Salisbury, MD 21801  
410-677-1915 | info@citylivingsalisbury.com



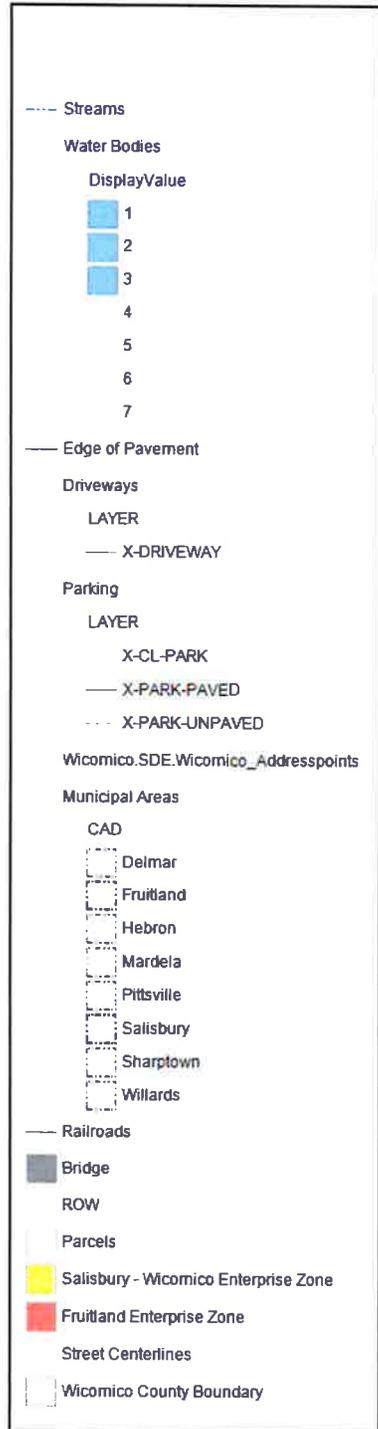
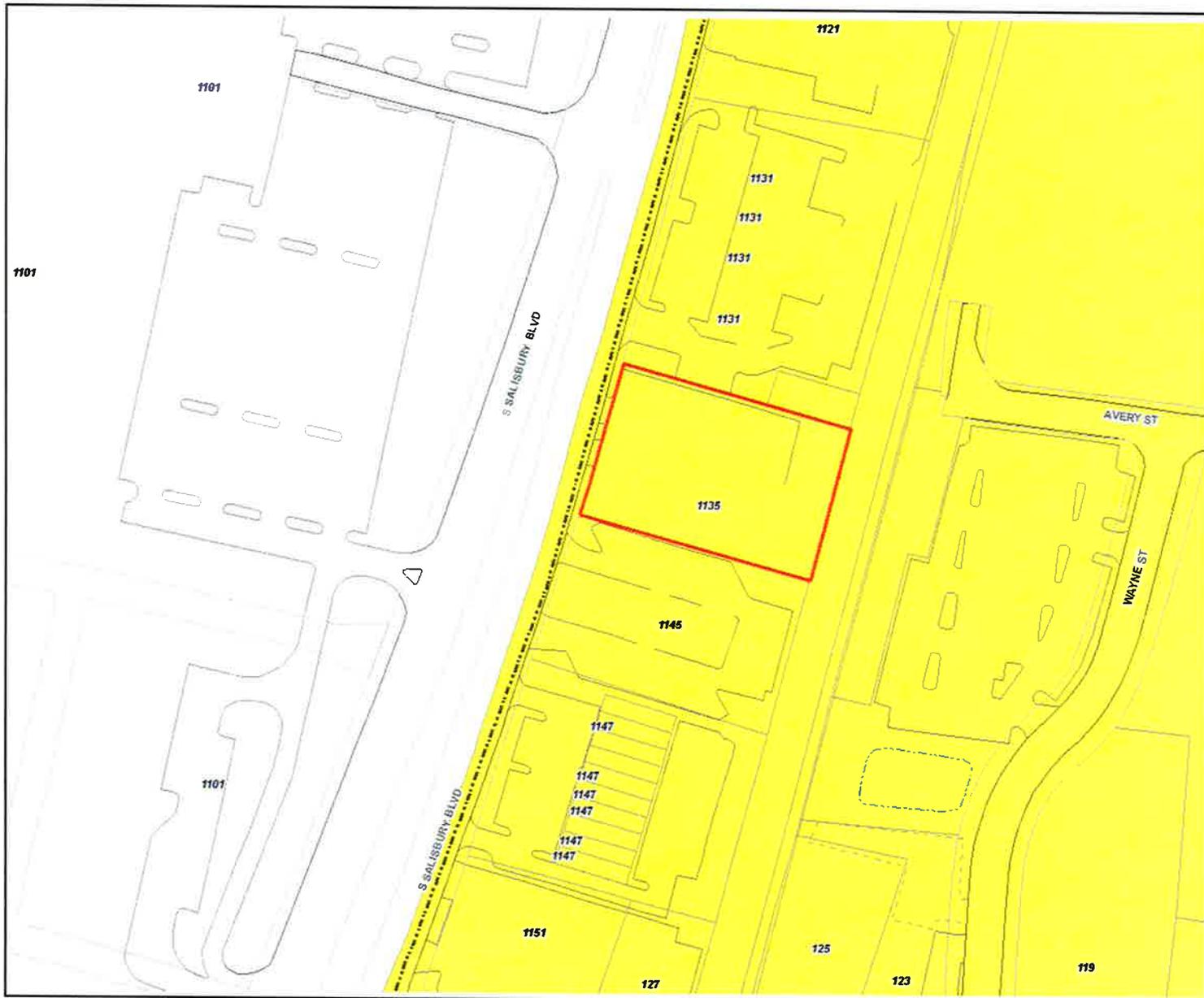


## City of Salisbury Enterprise Zone Program Information And Qualification Application



Submit Application to:  
Business Development Specialist – City of Salisbury  
125 North Division Street, Room 104  
Salisbury, MD 21801  
410-677-1915 | [info@citylivingsalisbury.com](mailto:info@citylivingsalisbury.com)

# CITY OF SALISBURY



43 ft



SalisburyWicomico GIS

1135

RESOLUTION NO. 2684

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING THAT A&M FAMILY GROUP, LLC IS ELIGIBLE TO RECEIVE ENTERPRISE ZONE BENEFITS FOR PROPERTY LOCATED AT 1135 S SALISBURY BLVD, SALISBURY MD.

WHEREAS the City of Salisbury, Maryland and Wicomico County created an Enterprise Zone on June 6, 1983 for the purpose of encouraging economic development of the area encompassed within the boundaries of such zone; and

WHEREAS the Enterprise Zone was created under authority granted by the State of Maryland; and

WHEREAS the State Code permits certain benefits to be extended to businesses that locate or expand in the Enterprise Zone provided that they meet certain standards; and

WHEREAS, the City of Salisbury and Wicomico County have also established certain standards, which must be met in order for a business to be deemed eligible to receive Enterprise Zone benefits; and

WHEREAS, A&M Family Group, LLC meets the standards set forth in the State Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

WHEREAS, Maher Hafez, representing A&M Family Group, LLC has requested that the company be designated as eligible for Enterprise Zone benefits because of its investment of more than \$50,000 at their property located in the zone at 1135 S Salisbury Blvd;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland that A&M Family Group, LLC be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this resolution.

The above Resolution was introduced and read and passed at the regular meeting of the Salisbury City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

\_\_\_\_\_  
John R. Heath  
PRESIDENT, City Council

APPROVED by me this  
\_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Jacob R. Day  
MAYOR, City of Salisbury

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**INTER**

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**OFFICE**

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# MEMO

## Office of the Mayor

**To:** City Council  
**From:** Laura Kordzikowski  
**Subject:** Enterprise Zone Eligibility – Farmers and Planters Company– 210 Mill Street  
**Date:** October 11, 2016

Attached is a copy of the application requesting Enterprise Zone designation for Farmers and Planters Company from Steve White. I have reviewed this application and, to the best of my knowledge, this establishment meets all of the qualifications to be so designated. This property is located within the boundaries of the City's Enterprise Zone, and this company has invested more than \$50,000 in the property and/or has hired two or more full time employees since locating in the Enterprise Zone.

I recommend that the City Council adopt the attached resolution designating Farmers and Planters Company located at 210 Mill Street, eligible to receive the benefits of the Enterprise Zone.

The Mayor concurs with this recommendation.

As a reminder, companies that are declared eligible for enterprise zone benefits are able to receive both income tax and property tax benefits for ten years. The purpose of this program is to encourage industries to locate in areas identified as enterprise zones and to reinvest in such properties.

cc: Mayor Day  
Tom Stevenson  
Kim Nichols

Attachments



# 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



JACOB R. DAY  
MAYOR

TOM STEVENSON  
CITY ADMINISTRATOR

BOB CULVER  
COUNTY EXECUTIVE

R. WAYNE STRAUSBURG  
DIRECTOR OF ADMINISTRATION

September 27, 2016

TO: Laura Kordzikowski, Downtown Business Coordinator

FROM: John F. Lenox, AICP, Director of Planning & Zoning

**SUBJECT: Farmers & Planters Company – 210 Mill Street**

At your request, this department has reviewed the Farmers and Planters Company site. The subject site is located on State City Tax Map #106, Parcel #1653 on the westerly side of Mill Street and the easterly side of the Wicomico River. The site is located in the Riverfront Redevelopment Multi-Use District #1.

The Riverfront Redevelopment Multi-Use District #1 of the Salisbury Municipal Code (Section 17.104.030) permits a variety of uses including a specialty shopping facility. However, Farmers and Planters is a legal nonconforming use due to there being no approved Certificate of Design and Site Plan for the property.

The Planning Department has no record of any subdivision of this property.

Tax map and Planning Office records indicate this site contains 51,000 sq. ft. of land, which exceeds the 5,000-sq. ft. minimum lot area required by the Code for the sites in the Riverfront Redevelopment Multi-Use District #1.

If any additional information is needed, please do not hesitate to call.

## Department of Public Works

### Inter Office Memorandum

---

**To:** Mike Moulds, Director of Public Works  
**From:** Rick Baldwin  
**Subject:** Enterprise Zone Qualifications – Farmers and Planters Company.  
**Date:** September 28, 2016

Review of Public Works criteria for Enterprise Zone designation of Farmers and Planters Company, located at 210 Mill Street, Salisbury, Maryland.

- The Farmers and Planters Company property located at 210 Mill Street is in compliance with the City's sewer use requirements specifically Chapter 13.12 of the City of Salisbury Code of Ordinances.
- The Farmers and Planters Company property located at 210 Mill Street is in compliance with State and local storm water management codes and regulations for the date built.

**INTER**

**OFFICE**

**MEMO**

## Office of Business Development

**To:** Mike Moulds, Jack Lenox, Bill Holland, and Keith Cordrey  
**From:** Laura Kordzikowski  
**Subject:** Enterprise Zone Qualifications – Farmers and Planters Company  
**Date:** September 26, 2016

I have received a request from Farmers and Planters Company located at 210 Mill Street, that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

### Public Works

Does this business meet the limitations of the City's Sewer Use Ordinance?

Does this business meet State and local storm water management codes and regulations?

### Planning & Zoning

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

### Building, Permits & Inspections

Does this business meet the building code (or did it at the time of construction)? **YES**

Does this business meet all permit requirements? **YES**

### Finance

Is this business up to date on their taxes?

Please answer the questions above under the heading for your department and return to my office by 10/3/2016. Your assistance is appreciated. If you have any questions, please let me know.

cc: Mayor Day



City of  
**Salisbury**  
Jacob R. Day, Mayor

September 26, 2016

Mr. Steve White  
Farmers and Planters Company  
PO Box 2003  
Salisbury MD 21802

Dear Steve White:

I have received your request for enterprise zone designation for Farmers and Planters Company located at 210 Mill Street, Salisbury MD. I will begin processing this request immediately. I will be back in touch if I need further information, and to let you know when this matter will be brought before the City Council and the County Council for approval.

If you have any questions in the meantime, please let me know. My phone number is 410-677-1915.

On behalf of the Mayor and the City Council, I would like to express our appreciation for your interest in investing in our community.

Very truly yours,

Laura Kordzikowski  
Business Development Specialist – City of Salisbury

---

**INTER**

**OFFICE**

**MEMO**

---

## Office of Business Development

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Does this business meet the building code (or did it at the time of construction)?

Does this business meet all permit requirements?

### Finance

Is this business up to date on their taxes?

Please answer the questions above under the heading for your department and return to my office by 10/3/2016. Your assistance is appreciated. If you have any questions, please let me know.

cc: Mayor Day



## City of Salisbury Enterprise Zone Program Information And Qualification Application

### Application

Applying For:

Income Tax Credit  Real Property Tax Credit  Both

### General Information

Today's Date: 9.22-2016  
Name of Firm: Farmers and Planters Company  
Contact Person: Steve White  
Title: General Manager

Mailing Address: P.O. Box 2003  
210 Mill St. Salisbury MD 21801 Salisbury, MD 21802-2003

Street Address (if different): 210 Mill St.  
Salisbury, MD 21801

Telephone Number: 410-749-7151

E-Mail Address: fmandpl@aol.com

### Property Information

Address of Property for Which Enterprise Benefits are sought:  
308 Mill Street Salisbury MD 21801

Property Tax # (10 digit – if available): 0372600456

Name of Property Owner: 308 Mill Street Property Holdings

Address of Property Owner: 210 Mill St. Salisbury MD 21801

Approximate Size of Property: 1.5 Acres

Approximate Size of Existing Building: 36,200 Square Feet

Current Base Assessment Price: \$ 308,200

### Information on Applicant Business

Is Company Located in Enterprise Zone now: Yes  No

Is Company relocating from another place?: Yes  No

If yes, where was previous location?: \_\_\_\_\_

Is Company a new, start up business?: Yes  No

Headquarters location: 210 Mill St. Salisbury, MD 21801

Submit Application to:  
Business Development Specialist – City of Salisbury  
125 North Division Street, Room 104  
Salisbury, MD 21801  
410-677-1915 | info@citylivingsalisbury.com



# City of Salisbury Enterprise Zone Program Information And Qualification Application

Describe the Company's primary and secondary products or services that are, or will be, produced at the facility in the Enterprise Zone:

The company supplies agricultural products to the farming community.

Farm, Feed, Seed, Lawn, Garden, Wildlife, Equine & Pet  
Business NAICS Code (if available): \_\_\_\_\_

### Proposed Project – Real Property Tax Credit

Proposed Project Is:  New Construction  Rehabilitation

Project Starting Date: 2014

Anticipated Completion Date: March 2017

Description of Project:

Renovation of an existing building at 308 Mill Street

Cost of Project: \$ 1,000,000

### Proposed Project – State Income Tax Credit

Current Number of Employees in the Zone:

Total: \_\_\_\_\_ Full Time: 14 Part Time: \_\_\_\_\_

New Jobs Created in the Zone:

Total: \_\_\_\_\_ Full Time: 5 Part Time: 10

ESTIMATED

Creation Date: \_\_\_\_\_

Hourly Wage for Typical New Job (without benefits): \$ 10 /hour

Additional Cost of Benefits Provided (Per New Employee): \$ \_\_\_\_\_ /hour

Please include a list of all hired employees, the date of hire, how many hours a week they work, and what their wages are.

### Signatures

Signature of Person Completing This Form: Steve T. White

Typed Name: Steve T. White

Title: General MANAGER

Date: 9.22.14

How did you hear about this opportunity:

DAVE RYAN

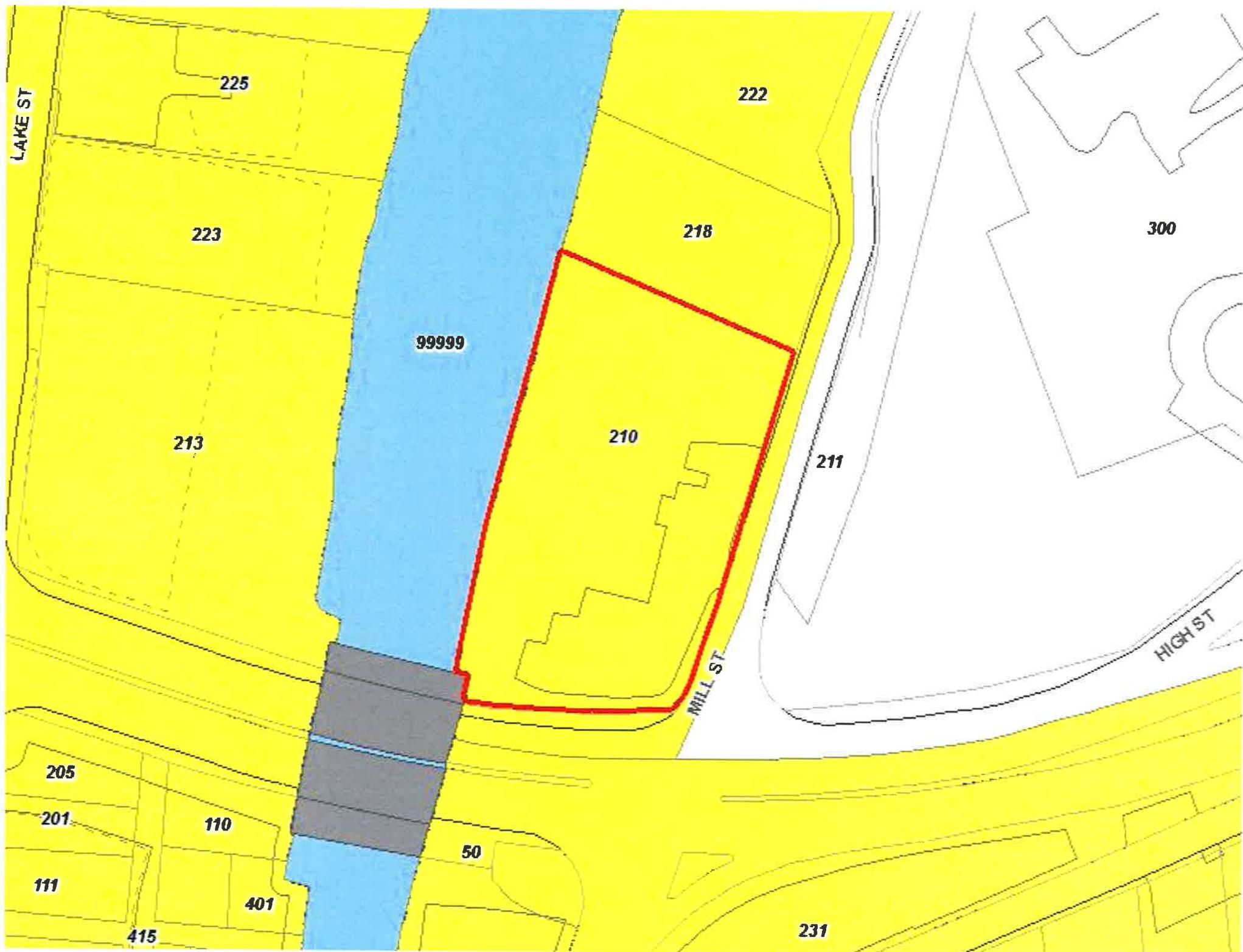
Submit Application to:  
Business Development Specialist – City of Salisbury  
125 North Division Street, Room 104  
Salisbury, MD 21801  
410-677-1915 | info@citylivingsalisbury.com

Real Property Data Search ( w1)

Guide to searching the database

Search Result for WICOMICO COUNTY

<a href="#">View Map</a>	<a href="#">View GroundRent Redemption</a>	<a href="#">View GroundRent Registration</a>	
<b>Account Identifier:</b>	<b>District - 09 Account Number - 047549</b>		
Owner Information			
<b>Owner Name:</b>	<b>308 MILL STREET PROPERTY HOLDINGS LLC</b>	<b>Use: Principal Residence:</b>	<b>COMMERCIAL NO</b>
<b>Mailing Address:</b>	<b>210 MILL ST SALISBURY MD 21801-</b>	<b>Deed Reference:</b>	<b>/03726/ 00456</b>
Location & Structure Information			
<b>Premises Address:</b>	<b>308 MILL ST SALISBURY 21801-0000 Waterfront</b>	<b>Legal Description:</b>	<b>L - 63,963 SQ FT 308-312 MILL STREET BOUNDARY SURVEY 308 MILL ST</b>
<b>Map:</b>	<b>Grid:</b>	<b>Parcel:</b>	<b>Sub District:</b>
0106	0011	1657	
<b>Subdivision:</b>	<b>Section:</b>	<b>Block:</b>	<b>Lot:</b>
0000		1	10P11
<b>Assessment Year:</b>	<b>Plat No:</b>	<b>Plat Ref:</b>	<b>0016/0384</b>
2015			
<b>Special Tax Areas:</b>	<b>Town:</b>	<b>SALISBURY</b>	
	<b>Ad Valorem:</b>		
	<b>Tax Class:</b>		
<b>Primary Structure Built</b>	<b>Above Grade Enclosed Area</b>	<b>Finished Basement Area</b>	<b>Property Land Area</b>
1937	36200		63,963 SF
<b>County Use</b>			
<b>Stories</b>	<b>Basement</b>	<b>Type</b>	<b>Exterior Full/Half Bath Garage Last Major Renovation</b>
		STORAGE WAREHOUSE	
Value Information			
	<b>Base Value</b>	<b>Value As of 01/01/2015</b>	<b>Phase-in Assessments As of 07/01/2016</b>
<b>Land:</b>	96,400	101,900	<b>As of 07/01/2017</b>
<b>Improvements</b>	268,600	206,300	
<b>Total:</b>	365,000	308,200	308,200
<b>Preferential Land:</b>	0		0
Transfer Information			
<b>Seller:</b>	<b>308 MILL STREET PROPERTY HOLDINGS LLC</b>	<b>Date:</b>	<b>07/03/2014</b>
<b>Type:</b>	<b>NON-ARMS LENGTH OTHER</b>	<b>Deed1:</b>	<b>/03726/ 00456</b>
<b>Deed2:</b>			
<b>Seller:</b>	<b>FARMERS &amp; PLANTERS COMPANY THE</b>	<b>Date:</b>	<b>06/26/2014</b>
<b>Type:</b>	<b>NON-ARMS LENGTH OTHER</b>	<b>Deed1:</b>	<b>/03723/ 00347</b>
<b>Deed2:</b>			
<b>Seller:</b>	<b>308 MILL STREET LLC</b>	<b>Date:</b>	<b>06/28/2013</b>
<b>Type:</b>	<b>ARMS LENGTH IMPROVED</b>	<b>Deed1:</b>	<b>/03598/ 00477</b>
<b>Price:</b>	<b>\$0</b>		
<b>Deed2:</b>			
<b>Price:</b>	<b>\$0</b>		
<b>Deed2:</b>			
<b>Price:</b>	<b>\$300,000</b>		
<b>Deed2:</b>			
Exemption Information			
<b>Partial Exempt Assessments:</b>	<b>Class</b>	<b>07/01/2016</b>	<b>07/01/2017</b>
<b>County:</b>	000	0.00	
<b>State:</b>	000	0.00	
<b>Municipal:</b>	000	0.00 0.00	0.00 0.00
<b>Tax Exempt:</b>	<b>Special Tax Recapture:</b>		
<b>Exempt Class:</b>	<b>NONE</b>		
Homestead Application Information			
<b>Homestead Application Status: No Application</b>			



RESOLUTION NO. 2685

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING THAT FARMERS AND PLANTERS COMPANY IS ELIGIBLE TO RECEIVE ENTERPRISE ZONE BENEFITS FOR PROPERTY LOCATED AT 210 MILL STREET, SALISBURY, MD.

WHEREAS the City of Salisbury, Maryland and Wicomico County created an Enterprise Zone on June 6, 1983 for the purpose of encouraging economic development of the area encompassed within the boundaries of such zone; and

WHEREAS the Enterprise Zone was created under authority granted by the State of Maryland; and

WHEREAS the State Code permits certain benefits to be extended to businesses that locate or expand in the Enterprise Zone provided that they meet certain standards; and

WHEREAS, the City of Salisbury and Wicomico County have also established certain standards, which must be met in order for a business to be deemed eligible to receive Enterprise Zone benefits; and

WHEREAS, Farmers and Planters Company meets the standards set forth in the State Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

WHEREAS, Steve White, representing Farmers and Planters Company has requested that the company be designated as eligible for Enterprise Zone benefits because of its investment of more than \$50,000 at their property located in the zone at 210 Mill Street;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland that Farmers and Planters Company be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this resolution.

The above Resolution was introduced and read and passed at the regular meeting of the Salisbury City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

\_\_\_\_\_  
John R. Heath  
PRESIDENT, City Council

APPROVED by me this  
\_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Jacob R. Day  
MAYOR, City of Salisbury

# Memo

**To:** Tom Stevenson, City Administrator  
**From:** Jeanne Loyd, HR Director *JL*  
**cc:** Julia Glanz, Assistant City Administrator  
**Date:** September 26, 2016  
**Re:** Changes to Employee Handbook

---

Please see attached recommended changes for the Employee Handbook. These changes represent items which have either changed due to the law changing or through the recent budget process.

0102 Equal Employment Opportunity – moved the Sexual Harassment section to appropriate section.

0610 Sexual Harassment – added other forms of unlawful harassment

0301 Wages and Hours – updated the information to reflect the changes that were introduced with the budget, 25 steps to 30 steps with a step increase annually with a satisfactory performance appraisal.

0509 Military Leave for Training and Weekend Drill Obligations – recommended changes to the policy to offer more pay stability for our military during their active duty.

These changes have been reviewed or recommended by the Executive Staff and are now presented for approval by the City Council.



39 Head, the Human Resources Department or the Office of the Mayor. All reports will be  
40 investigated immediately.

41  
42

43 | 0301 ~~Our View On~~ Wages and Hours Increases

44

45 | ~~Our~~ The City's pay system and working schedules must fit the fiscal and service requirements of  
46 the City. These guidelines are largely determined by the City bBudget. ~~Our~~ City tax-payers  
47 expect and require that in all matters, including our pay system, ~~that we live~~ stay within our  
48 budget. As a City employee, you share in ~~this~~ the commitment and responsibility to our tax-  
49 paying citizens.

50

51 All wage determinations are subject to the City's budgetary process and are conditioned upon  
52 prior budgetary approval. Any wage increases described in this Chapter 3 are only available if  
53 approved as part of the City's budget.

54

55 | 0302 How Our Pay System Works

56

57 | A. Pay and Classification ~~Plan~~— Each City job is assigned a pay grade according to such  
58 factors as: job complexity; education/-experience required; scope and impact; supervision  
59 received; supervisory duties; working relationships; working environment; and physical  
60 demands. Within each pay grade there is a minimum and a maximum compensation level  
61 and, a total of ~~twenty five~~ thirty pay steps which include the minimum and maximum.  
62 The minimum pay step represents the lowest amount that the City feels should be paid to  
63 any employee performing a job within that pay grade. The maximum pay step represents  
64 the highest amount that the City feels should be paid to any employee performing a job  
65 within that pay grade. All employees will be assigned to one of the listed pay steps in the  
66 pay grade.

67

68 | B. In most cases, a new employee begins employment at the minimum pay step of the pay  
69 grade for the job for which they were hired. Progression from the minimum pay step,

70 through the pay range, is based on the annual step increase approved through the budget  
71 approval process and the employee's performance evaluation, and any pay adjustments  
72 granted by the City Council. If a pay increase is granted by the City Council, it will take  
73 effect at the beginning of the next fiscal year (July 1), unless another date is chosen by  
74 the City Council. Any employee hired on or after November 1, 2007 will be required to  
75 work six months before becoming eligible for a step increase. An Employee must have  
76 six months of service with the City before June 30 to be eligible for the annual step  
77 increase. An Employee's annual increase may be withheld due to the need to be  
78 reevaluated for receiving an overall less than Satisfactory Annual Performance Rating.  
79 Upon receiving a reevaluation where all areas are now rated at Satisfactory, the  
80 Employee will receive the increase effective on the first full pay period following the  
81 completion of the rating period or the corresponding number of weeks after the annual  
82 increase is provided. The annual increase will not be retroactive. If all areas of the  
83 evaluation are not brought up to a satisfactory rating after the initial probation period, the  
84 employee forfeits the annual increase for that fiscal year and may be recommended for  
85 further performance probation or dismissal.

86 Example 1: Employee A received an overall rating of less than satisfactory in  
87 February. This employee was then placed on performance probation for 90 days to bring  
88 those areas of the evaluation up to Satisfactory. At the end of the 90 day probation  
89 period, all areas have been brought up to a Satisfactory Rating. This employee would not  
90 receive their annual raise until the first full pay period of October because of the 90 day  
91 Performance Probation Period, even though the probation period occurred earlier in the  
92 calendar year.

93 Example 2: Employee B received an overall rating of less than satisfactory in  
94 December and was placed on Performance Probation for 90 days. Following the 90 day  
95 probation period, all but two areas of the evaluation had been brought up to a satisfactory  
96 rating. This employee forfeits the annual increase and based on the inability to improve  
97 all areas of the performance may be recommended for further Performance Probation or  
98 dismissal.

100 C. ~~Each year during the approval process of the budget for the following fiscal year, the City~~  
101 ~~Council may approve a pay increase.~~Annual Increases will take place the first full pay  
102 period of July. This increase will be a minimum one step increase and will be applicable  
103 to all Regular Full Time Employees. All employees will be notified of the increase prior  
104 to the effective date. Part Time employees pay rates will be reviewed and calculated as  
105 an hourly rate. Generally, Part Time employees are not eligible for the annual increase.  
106

107 D. ~~Pay Rates~~ Periodically, the City will survey the rates of pay paid by other private and  
108 public sector employers in our labor market. Based on these survey results, the City  
109 Council will evaluate whether to make changes in the City's pay grades.Salary Scales  
110 will be evaluated for Cost of Living Adjustments every few years to determine if the  
111 scale itself requires adjustment. Employees will not be moved to meet the scale  
112 adjustment unless they are below the minimum.  
113

114 E. Positions which require reclassification due to a change in the scope of work, the  
115 complexity, increased skill level, education, or market concerns require the Department  
116 Director to request the reclassification through the Human Resources Department. Once  
117 the evaluation is performed, Department Directors will receive a recommendation for the  
118 reclassification which should then be included in their Essential Items during the next  
119 fiscal budget process.  
120

121 F. Market Adjustments to a position may be made with the written approval of the Mayor  
122 on a case by case basis provided the evidence for requesting the adjustment is supported  
123 by verifiable documentation. This documentation must be reviewed by the Human  
124 Resources Director prior to presentation to the Mayor. This should include surveyed  
125 rates from private and public sector employers in our labor market for a similar position.  
126 A recommendation will be made to the Mayor based on an analysis of the current  
127 position and the salary survey information by the Human Resources Department.  
128

129 0303 Pay for Newly Hired Employees  
130

131 ~~All n~~New employees ~~shall~~should be appointed at the minimum of the salary grade to which their  
132 classification is assigned; ~~however, u.~~ Upon the approval of the Mayor, ~~an~~ new employee may be  
133 appointed at a ~~listed~~ pay step above the minimum based on the following factors; which exceeds  
134 ~~the minimum. Any department head desiring to appoint an applicant at a salary exceeding the~~  
135 ~~minimum shall submit a written explanation to the Mayor enumerating the reasons for the~~  
136 ~~recommendation. Such justification may be based on the fact that the qualifications of the~~  
137 ~~candidate exceed the minimum requirements of the classification, a shortage of qualified~~  
138 ~~applicants available at the minimum pay, and/or the refusal of qualified applicants to accept~~  
139 ~~employment at the minimum.~~

- 140 1. Inability to hire qualified applicants at the minimum appointed pay step; or
- 141 2. A shortage of qualified applicants for the particular position; or
- 142 3. Experience that exceeds the minimum qualifications for the position.

143 Such justification must be put in writing enumerating the reasons based on the above mentioned  
144 factors and approved by the Mayor before the offer of employment is made. This documentation  
145 must be provided by the Department Director and reviewed by the Human Resources  
146 Department prior to presentation to the Mayor.

147  
148

149 | 0509 Military Leave for Training and Weekend Drill Obligations

150

151 A regular full-time employee, who is a member of the Armed Forces Reserves, shall be  
152 eligible for Paid Military Leave for Training and Weekend Drill benefits ~~not to exceed~~  
153 ~~fifteen~~up to 39 working days each calendar year. ~~The employee may elect to do one of the~~  
154 ~~following: (1) take annual leave, or (2) receive the difference between his City pay and~~  
155 ~~military compensation, if his City salary is greater. All other City benefits will accrue during~~  
156 ~~this period. If the employee elects to receive the difference between his City pay and military~~  
157 ~~compensation, payment will be made to the employee on the first regular pay day following~~  
158 ~~return to employment.~~ Application for Military Leave for Training purposes shall be made  
159 immediately upon receipt of official notification. Paid Military Leave may be used toward  
160 weekend drills, or training obligations when the employee is scheduled to work for the City of  
161 Salisbury and is unable to fulfill the City's schedule due to the weekend drill, or training

162 | obligations. Employees may combine the Paid Military Leave along with the use of Annual  
163 | Leave, Compensatory Time, or leave without pay to cover Training and Weekend Drills  
164 | beyond 39 days in any twelve month period. While the City will allow employees, who are  
165 | scheduled to work weekends, time off to attend weekend reserve drills, paid Military Leave is  
166 | not intended for monthly weekend drills and may not be used for that purpose.

167

168

169 | 0610 Sexual and other Unlawful Harassment

170

171 | A. The City of Salisbury is committed to a workplace free from sexual and other forms of  
172 | unlawful harassment. Sexual Harassment ~~is defined to include~~ any of the following  
173 | activities:

- 174 | 1. Any unwelcomed physical conduct;
- 175 | 2. Any sexually explicit language, pictures or gestures;
- 176 | 3. Any uninvited or unwanted sexual advances; or,
- 177 | 4. Any actions which tend to create a sexually offensive environment,  
178 | including the use of vulgar language, profanity or sexually offensive stories  
179 | or jokes.

180

181 | B. Sexual harassment is strictly prohibited. Unwelcomed advances, requests for sexual  
182 | favours, and other verbal or physical conduct of a sexual nature constitutes sexual  
183 | harassment when: ~~Sexual harassment can only be prevented with the active reporting~~  
184 | ~~of all employees. It is the obligation of any employee encountering sexual~~  
185 | ~~harassment to immediately report the incident to the employee's supervisor and the~~  
186 | ~~Department Head or the Mayor's Office.~~ Employees are not to delay in reporting any  
187 | act of sexual harassment. Further, insofar as sexual harassment is strictly prohibited in  
188 | the workplace, employees should not assume that any act is already known to the  
189 | Department Head or the Mayor's Office. Accordingly, the employee is expected **to take**  
190 | **immediate action to notify** the City of any actions, of any nature or degree, which  
191 | violate this policy against sexual harassment.

- 192 | 1. Submission to such conduct is made either explicitly or implicitly a term or

193 condition of an individual's employment; or  
194 2. Submission to or rejection of such conduct by an individual is used as a basis for  
195 employment decisions affecting such individual; or  
196 4.3. Such conduct has the purpose or effect of unreasonably interfering with an  
197 individual's work performance or creating an intimidating, hostile, or offensive  
198 work environment.  
199

200 C. Unlawful harassment of employees on the basis of age, disability, national origin, race,  
201 color, religion, gender, marital or veteran status, sexual orientation, genetic information  
202 or presence of a medical condition are strictly prohibited. Examples of unlawful  
203 harassment would be: Any claim of sexual harassment brought to the attention of the  
204 Department Head or Mayor's Office will be immediately investigated. All witnesses  
205 identified by the employee will be privately interviewed. Appropriate disciplinary  
206 actions will be taken if a violation of this policy is found to have occurred.

- 207 1. Slurs, epithets, and/or jokes based on unlawful harassment characteristics; or  
208 2. Conduct, comments, and/or innuendoes that may be perceived by others as  
209 offensive; or  
210 3. Sending, showing, sharing, and/or distributing in any form inappropriate jokes,  
211 pictures, comics, stories, etc., via paper, facsimile, electronic mail, the Internet or  
212 on cell phones.  
213

214 D. Procedure

- 215 1. Mandatory Reporting Requirement  
216 a. The City takes very seriously every complaint of unlawful harassment  
217 and/or complaints of unlawful adverse employment action relating to  
218 filing sexual harassment or other unlawful harassment complaints. The  
219 City requires that all such complaints be investigated promptly and  
220 completely.  
221 b. Any employee who thinks that he/she has been subjected to sexual or  
222 other unlawful harassment in, or related to the workplace must report it  
223 immediately. Employees must not delay reporting any incident which

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224 involves sexual harassment or other forms of unlawful harassment. These  
225 reports must be made to the employee's immediate Supervisor or the  
226 employee's Department Head, unless it involves one of those individuals,  
227 and then it may be reported to the City Administrator or the Human  
228 Resources Director. Employees should not assume that any act is already  
229 known to the Supervisor, Department Director, City Administrator or  
230 Human Resources Director.

231 c. The City can only prevent sexual and other unlawful harassment with  
232 active reporting by all employees.

233 a.d. Any and all reported claims of sexual or other unlawful harassment will  
234 be investigated immediately. All witnesses identified will be interviewed  
235 privately. Where violations of this policy are found to have occurred,  
236 appropriate disciplinary actions will be taken, up to, and including  
237 termination.

238  
239 Again, any and all claims of sexual harassment should be reported immediately without delay,  
240 directly to the ~~Department Head or the Mayor's Office~~ appropriate person(s) identified above.

241  
242 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting  
243 of the City of Salisbury held on \_\_\_\_ day of \_\_\_\_\_ 2016, and is to become effective immediately  
244 upon adoption.

245  
246 **ATTEST:**

247  
248 \_\_\_\_\_  
249 Kimberly R. Nichols, City Clerk

248 \_\_\_\_\_  
249 John R. Heath, President  
250 Salisbury City Council

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251  
252  
253 APPROVED BY ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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254  
255 \_\_\_\_\_  
256 Jacob R. Day, Mayor

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City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Tom Stevenson, City Administrator

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

Date: October 10, 2016

Re: Manufacturing Exemption for equipment purchased 2015 - Delmarva Printing and Design, Inc.

---

I am recommending that Delmarva Printing and Design, Inc. be granted an exemption from Personal Property Tax for their equipment purchased in 2015, as requested by the company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption. The eligible exemption amounts are assigned to tax years 2017 thru 2021 as shown in the attached worksheet. Over the next five years they will benefit from this exemption by a total savings of \$ 4,249 in personal property tax assuming the current tax rate.

If you don't have any questions, please forward this to City Council for their consideration.

City of Salisbury  
Exemption Recommendation Worksheet

Company: Delmarva Printing & Design, Inc.  
Address: 1957 Northwood Dr

Requested By: Darrell Fearin  
Date of Request: 8/31/2016

Description of Mfg.: Printing and design

Equipment Year 2015

New Equipment \$ 54,934

**Total** \$ 54,934

Exemption Value	City Property Tax Year	State Return	Year of Exemption	Deprec. Value	Am't of Exemption	
	2017		2016	1	49,441	1,093
	2018		2017	2	43,947	971
	2019		2018	3	38,454	850
	2020		2019	4	32,960	728
	2021		2020	5	27,467	607
<b>Total Value of Exemption:</b>					<u>\$</u>	<u><b>4,249</b></u>

*(1) The exemption credit value shown above is using rate of 2.21 per hundreded . The acutal credit to be issued will be based on rates in effect for the Tax Year the credit is issued to.*

*(2) A Personal Property Tax return is required to be submitted to the City of Salisbury each year in order for issuance of credits related to any exemptions awarded.*

# City of Salisbury



MARYLAND

**KEITH CORDREY**  
DIRECTOR INTERNAL SERVICES

**FINANCE DEPARTMENT**  
125 N. Division Street  
Salisbury, MD 21801-4940  
410) 548-3110  
(410) 860-5154 (Fax)

## Exemption Application For Machinery and Equipment Used for Manufacturing/Research & Development

Business Name: DELMARVA PRINTING AND DESIGN, INC. MD Department ID#: D11695863

Mailing Address: 1957 NORTHWOOD DRIVE SALISBURY, MD 21801

Contact Name: DARRELL FEARIN Phone No.: 410-742-0923

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2015.
3. Address of Manufacturing / R & D operation. 1957 NORTHWOOD DRIVE SALISBURY, MD 21801
4. Date Manufacturing / R & D operation began in Salisbury. JANUARY 3, 2007
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

### Additional information and requirements

All exemptions require approval by the City of Salisbury Council and receipt of exemption from Wicomico County does not mean you will automatically be granted an exemption by the City of Salisbury. The exemption that is granted is for a specific year in which equipment was purchased and can be for a term up to a maximum of 5 years. Once an exemption has been granted, a copy of the personal property tax return must be sent in for each year of the exemption. To be eligible to receive the maximum exemption term of 5 years, the application must be received within two (2) years from December 31<sup>st</sup> of the calendar year in which the equipment was purchased. A separate request must be made for each year. The application can be mailed to Finance Department, 125 North Division St., Salisbury, MD 21801-4940 or faxed to (410) 860-5154.

Preparer's Signature *Darrell Fearin* Date 8-31-2016

Email address \_\_\_\_\_

## Delmarva Printing and Design, Inc. Production Process

Delmarva Printing and Design, Inc. is a full service commercial printer. This is to say we cannot be compared to a FedEx Office or a UPS Store. Unlike these operations we have skilled positions in graphic design, prepress, color press operators, as well as a bindery specialist. The products that we produce are not completed on a single piece of equipment but instead there is a production process.

The process begins when the customer sends in files or instructions to our graphic design team. The design team then creates a designed piece for the customer or uses existing artwork and processes (rips) the files into a format that our plate maker and digital press accept to create a proof.

Once the customer has signed off on the proof (post-rip) then the graphic design team operates as the prepress specialists. They decide on the method of printing process (offset or digital) to use. If it is digital, the files are sent directly to the digital press and the output is evaluated for quality. If the offset press process is used, the file is sent to a plate maker where a plate for each color is created.

Once the output from the chosen method is approved, the production of the finished product begins. If the project is slated for the digital press, the prepress specialist runs the digital press operation and checks for quality throughout the run. If the offset process is chosen, the plates are given to the press operator who then loads the press with plates and ink for production. Before either method starts, the paper must be cut to the specific run size.

Once the printing process is complete the bindery cuts the output to the finished product size. If the desired output is to be folded, then it is taken to a folder where it must be set up with specifications for the job. Samples are made for review before the process is completed.

Many of the products are made into booklets and several flat sheets are assembled together to create these products. This is done at our shop with a bookmaking machine. This machine must be set up and then the output is correctly ordered, stapled, folded, and a final trim is added on the booklets.

Finally the finished product is boxed and shipped to the customer. We ship products all over the U.S.A and also into Canada.

There are currently 2 full time employees and 3 part time employees in the manufacturing operation and 2 fulltime and 3 part time employees in administrative positions.

## Delmarva Printing and Design, Inc.

Equipment Pending Manufacturing Exemption Approval for the Year Ended December 31, 2105

<u>Purchases/Identifier</u>	<u>Date in Service</u>	<u>Purchase Price</u>
1. Mac Computer (MFG)	6/30/15	\$900.00
2. Mac Computer (MFG)	6/30/15	\$900.00
3. Konica Minolta Digital Press (MFG)	12/1/15	\$48,134.00
4. DPX Machine (MFG)	4/1/15	<u>\$5,000.00</u>
Total:		<u>\$54,934.00</u>

## Description of Use in Production

1. Mac Computer – used to create and send digital design specifications for the production process
2. Mac Computer – used to create and send digital design specifications for the production process
3. Konica Minolta Digital Press – used to print digital designs onto paper products
4. DPX Machine – used to print designs through the plate production method

**Tax Asset Detail 1/01/15 - 12/31/15**

FYE: 12/31/2015

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
<b>Group: Equipment</b>												
46		Mac Computer	6/30/15	900.00	900.00c	0.00	0.00	900.00	900.00	0.00	200DB	5.0
47		Mac Computer	6/30/15	900.00	900.00c	0.00	0.00	900.00	900.00	0.00	200DB	5.0
48		Konica Minolta Digital Press	12/01/15	48,134.00	48,134.00c	0.00	0.00	48,134.00	48,134.00	0.00	200DB	5.0
49		DPX Machine	4/01/15	5,000.00	5,000.00c	0.00	0.00	5,000.00	5,000.00	0.00	200DB	5.0
		<b>Equipment</b>		<u>54,934.00</u>	<u>54,934.00c</u>	<u>0.00</u>	<u>0.00</u>	<u>54,934.00</u>	<u>54,934.00</u>	<u>0.00</u>		
		<b>Grand Total</b>		<u>54,934.00</u>	<u>54,934.00c</u>	<u>0.00</u>	<u>0.00</u>	<u>54,934.00</u>	<u>54,934.00</u>	<u>0.00</u>		

# AMENDED

## Annual Report and Personal Property Return

STATE OF MARYLAND, DEPARTMENT OF ASSESSMENTS AND TAXATION, PERSONAL PROPERTY DIVISION

301 West Preston Street, Room 801, Baltimore, Maryland 21201-2395 • www.dat.maryland.gov • (410) 767-1170 • (888) 246-5941 within Maryland

2016

Form 1

Page 1 of 4

Date Received  
by Department

CHECK ONE

Type of Business	ID # Prefix	Filing Fee	Type of Business	ID # Prefix	Filing Fee
<input checked="" type="checkbox"/> Domestic Stock Corporation	(D)	\$300	<input type="checkbox"/> Domestic Limited Liability Company	(W)	\$300
<input type="checkbox"/> Foreign Stock Corporation	(F)	\$300	<input type="checkbox"/> Foreign Limited Liability Company	(Z)	\$300
<input type="checkbox"/> Domestic Non-Stock Corporation	(D)	- 0 -	<input type="checkbox"/> Domestic Limited Partnership	(M)	\$300
<input type="checkbox"/> Foreign Non-Stock Corporation	(F)	- 0 -	<input type="checkbox"/> Foreign Limited Partnership	(P)	\$300
<input type="checkbox"/> Foreign Insurance Corporation	(F)	\$300	<input type="checkbox"/> Domestic Limited Liability Partnership	(A)	\$300
<input type="checkbox"/> Foreign Interstate Corporation	(F)	- 0 -	<input type="checkbox"/> Foreign Limited Liability Partnership	(E)	\$300
<input type="checkbox"/> SDAT Certified Family Farm	(A,D,M,W)	\$100	<input type="checkbox"/> Domestic Statutory Trust	(B)	\$300
<input type="checkbox"/> Real Estate Investment Trust	(D)	\$300	<input type="checkbox"/> Foreign Statutory Trust	(S)	\$300

Name of Business DELMARVA PRINTING & DESIGN, INC.

Mailing Address 1957 NORTHWOOD DRIVE

SALISBURY, MD 21801

Email Address \_\_\_\_\_

Check here if this is a change of address

DEPARTMENT ID NUMBER				FEDERAL EMPLOYER IDENTIFICATION NUMBER														
ID# PREFIX	<u>D</u>	<u>1</u>	<u>1</u>	<u>6</u>	<u>9</u>	<u>5</u>	<u>8</u>	<u>6</u>	<u>3</u>	<u>5</u>	<u>1</u>	<u>0</u>	<u>6</u>	<u>1</u>	<u>5</u>	<u>3</u>	<u>4</u>	<u>7</u>
DATE OF INCORPORATION OR FORMATION				STATE OF INCORPORATION OR FORMATION				FEDERAL PRINCIPAL BUSINESS CODE										
<u>JANUARY 3, 2007</u>				<u>MARYLAND</u>				<u>3 2 3 1 0 0</u>										
TRADING AS NAME																		

ID # PREFIX  
D 1 1 6 9 5 8 6 3  
Type or Print Department ID Number Here

### SECTION I

- A. Is any business conducted in Maryland? Yes Date began: JANUARY 3, 2007  
(Yes or No)
- B. Nature of business conducted in Maryland: PRINTING & DESIGN
- C. Does the business own, lease or use personal property located in Maryland? Yes If No, skip SECTION II  
(Yes or No)

### ONLY CORPORATIONS COMPLETE ITEM D

D. Names and addresses of officers and names of directors (type or print):

	Names	OFFICERS	Addresses
President	<u>DARRELL FEARIN</u>		<u>SALISBURY, MARYLAND</u>
Vice-President	<u>ANDREA FEARIN</u>		<u>SALISBURY, MARYLAND</u>
Secretary	_____		_____
Treasurer	_____		_____

	Names	DIRECTORS	Names
	<u>DARRELL FEARIN</u>		_____
	<u>ANDREA FEARIN</u>		_____
	_____		_____
	_____		_____

NACTP # 1102

INCLUDE DEPARTMENT ID NUMBER ON CHECK PLEASE STAPLE CHECK HERE

5 Tools, machinery and equipment used for manufacturing or research and development: State the original cost of the property by year of acquisition. Include all fully depreciated property and property expensed under IRS rules. If this business is engaged in manufacturing / R&D, and is claiming such an exemption for the first time, a manufacturing / R&D exemption application must be submitted on or before September 1, before an exemption can be granted. See instruction 11 for exception. Contact the Department or visit www.dat.maryland.gov for an application.

2016 Form 1 continued Page 3 of 4

If the property is located in a taxable jurisdiction, a detailed schedule by depreciation category should be included to take advantage of higher depreciation allowances.

Table with 4 columns: Year Acquired / Original Cost, Year Acquired / Original Cost, Year Acquired / Original Cost, Year Acquired / Original Cost. Rows include years 2015, 2014, 2013, 2012 and categories like 2011, 2010, 2009, 2008 & prior.

TOTAL COST \$ 791,930

6 Vehicles with Interchangeable Registration (dealer, recycler, finance company, special mobile equipment, and transporter plates) and unregistered vehicles should be reported here. See specific instructions.

Table with 4 columns: Year Acquired / Original Cost, Year Acquired / Original Cost, Year Acquired / Original Cost, Year Acquired / Original Cost. Rows include years 2015, 2014 and categories like 2013, 2012 & prior.

TOTAL COST \$ NONE

7 Non-farming livestock \$ NONE (Book Value) \$ NONE (Market Value)

8 Other personal property Total Cost \$ NONE File separate schedule giving a description of property, original cost and the date of acquisition.

9 Property owned by others and used or held by the business as lessee or otherwise Total Cost \$ NONE File separate schedule showing names and addresses of owners, lease number, description of property, installation date and separate cost in each case.

10 Property owned by the business but used or held by others as lessee or otherwise Total Cost \$ NONE File separate schedule showing names and addresses of lessees, lease number, description of property, installation date and original cost by year of acquisition for each location. Schedule should group leases by county where the property is located. Manufacturer lessors should submit the retail selling price of the property, not the manufacturing cost.

SECTION III This Section must be completed.

A. Total Gross Sales, or amount of business transacted during prior year in Maryland: \$ 976,888 If the business has sales in Maryland and does not report any personal property, explain how the business is conducted without personal property. If the business is using the personal property of another business, provide the name and address of that business.

B. If the business operates on a fiscal year, state beginning and ending dates:

C. If this is the business' first Maryland personal property return, state whether or not it succeeds an established business and give name:

D. Does the business own any fully depreciated and/or expensed personal property located in Maryland? [X] yes [ ] no If yes, is that property reported on this return? [X] yes [ ] no

E. Does the submitted balance sheet or depreciation schedule reflect personal property located outside of Maryland? [ ] yes [X] no If yes, reconcile it with this return.

F. Has the business disposed of assets or transferred assets in or out of Maryland during the prior year? [ ] yes [X] no If yes, complete Form 4C (Disposal and Transfer Reconciliation).

PLEASE READ "IMPORTANT REMINDERS" ON PAGE 4 BEFORE SIGNING

I declare under the penalties of perjury, pursuant to Tax-Property Article 1-201 of the Annotated Code of Maryland, that this return, including any accompanying schedules and statements, has been examined by me and to the best of my knowledge and belief is a true, correct and complete return.

PKS & COMPANY, P.A. NAME OF FIRM, OTHER THAN TAXPAYER, PREPARING THIS RETURN X Signature of preparer DATE 8/31/16

DARRELL FEARIN PRESIDENT PRINT OR TYPE NAME OF CORPORATE OFFICER OR PRINCIPAL OF OTHER ENTITY TITLE X Signature of corporate officer or principal DATE 8-31-2016

PREPARER'S PHONE NUMBER E-MAIL ADDRESS

(410) 749-6700 BUSINESS PHONE NUMBER E-MAIL ADDRESS



**COUNCIL AGENDA – Award of Bids**

October 24, 2016

- |  |              |
|--|--------------|
| 1. Award of Bid – Public Works<br>Contract 109-17<br>HEIL Rear Loader                            | \$180,241.28 |
| 2. Award of Bid – Parking Division<br>Contract 108-16<br>Multi-space Pay-by-Plate Parking Meters | \$103,369.00 |
| 3. Declaration of Surplus – Salisbury Police Dept.<br>Duty Weapon                                | \$ 0.00      |
| 4. Declaration of Surplus – Salisbury Police Dept.<br>Bicycles                                   | \$ 0.00      |



City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Asst. Director of Internal Services – Procurement & Parking Division  
**Date:** October 24, 2016  
**Subject:** Award of Bid  
Contract 109-17 HEIL Rear Loader

The City of Salisbury Internal Services Department, Procurement Division, received a request from the Department of Public Works to purchase a HEIL Rear Loader through Mid-Atlantic Waste Systems utilizing a contract secured by the National Joint Powers Alliance (NJPA), #112014-THC.

Per Section SC 16-3 “General Policy of Competitive Bidding, Exceptions” of the City of Salisbury Charter, competitive bidding procedures performed by the City of Salisbury are not necessary or appropriate in the following circumstance:

“(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.”

This Charter designation, therefore, allows the City of Salisbury to participate in cooperative purchasing activities, such as NJPA. The National Joint Powers Alliance (NJPA) is a public agency serving as a municipal contracting agency for government and education agencies under the legislative authority established and granted by Minnesota Statute 123A.21. All NJPA contracts have been competitively solicited nationally, reviewed, evaluated by committee and recommended to the NJPA Board of Directors for award in accordance with Minnesota public purchasing and contracting rules, guidelines and regulations applicable to NJPA. Each solicitation is issued on behalf of NJPA and current NJPA members nationwide. The contracts awarded by the NJPA are then made available to local governments nationwide through the NJPA Cooperative Purchasing Program, of which the City of Salisbury is a long-standing member.

The Procurement Division has confirmed with NJPA the validity of the contract, including the terms, pricing and expiration date, and the prices quoted by Mid-Atlantic are in accordance with NJPA contract prices. Since HEIL does not sell direct, purchases are made through its dealer network such as Mid-Atlantic Waste Systems.

There are sufficient funds in account 32061-577025 (Waste Collection - Vehicles).

The Procurement Department requests Council’s approval to award Contract 109-17 to Mid-Atlantic Waste Systems, in the amount of \$180,241.28.

Thank you,

Jennifer Miller  
Assistant Director of Internal Services – Procurement and Parking



## MEMORANDUM

To: Jennifer Miller, Asst. Director of Internal Services  
From: Michael S. Moulds, P.E., Director of Public Works  
Date: October 6, 2016  
Re: Acquisition of Department of Public Works Vehicles

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The Salisbury Department of Public Works has funds allocated in the FY 2017 budget to purchase a replacement HEIL Rear Loader Peterbilt model 337 vehicle. The City has secured the funding in these amounts for the purchase and the Department is prepared to proceed with the acquisition of this vehicle.

In the Salisbury Charter, Article XVI, Purchase and Sales; City Property Inventory of the City Charter, Section 16-3 General Policy of competitive bidding; exceptions provides for exceptions to the City's competitive bidding processes. The City of Salisbury is currently piggy backing off of the NJPA cooperative bid contract #112014-THC

Normally, the competitive bidding process must be conducted for the purchase of such items. However, Section 16-3 of the City Charter provides for exceptions to this process including "(9) Contracts in which the City receives a contract price negotiated by the State, County or other government entity pursuant to a valid contract". This exception ensures efficiency and cost effectiveness for the City in that it saves valuable time in the acquisition process and also saves the City the normal costs associated with advertising and conducting a formal bid process.

Based on this information, we would like to request that a Purchase Transaction be initiated with Mid-Atlantic Waste Systems of Easton, MD, to complete the procurement of the Sanitation collection truck for \$180,241.28. Funding for the vehicle is available in the FY2017 budget account #32061-577025.

Should you have any questions or require additional information, please feel free to contact me immediately.

Michael S. Moulds, PE  
Director of Public Works

10/6/16  
Date



City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Asst. Director of Internal Services – Procurement & Parking Division  
**Date:** October 24, 2016  
**Subject:** Award of Bid  
Contract 108-17 Multi-Space Pay-by-Plate Parking Meters

The City of Salisbury Internal Services Department – Parking Division wishes to purchase 13 multi-space pay-by-plate parking meters (stations) for several locations within the Downtown Salisbury Area. These meters were demonstrated to the City Council, the Executive Office and the CCDC in April 2016, and it is proposed that these pay stations will be placed on East Main Street upon completion of the Main Street Masterplan, and at select other locations within the Downtown area. Pay-by-plate pay stations have many advantages over the current single-space meters:

- Acceptance of credit and debit cards
- LCD screens for City or business advertising
- Ability to accept business-sponsored validation codes
- Clean and unobstructed streetscapes
- Integration with a mobile parking app, allowing customers to pre-pay for parking and extend time at a meter (up to max. time allowable)
- Integration with mobile enforcement platforms
- No need to return to the vehicle to put a ticket on the dash
- Secure coin collection

It is proposed that the pay stations will be purchased from Parkeon Inc., by piggybacking on an agreement between the Miami Parking Authority and Parkeon, Inc. Parkeon is a leading vendor in the multi-space pay station category with 50% of the US market share and over 60% of the global market.

Per Section SC16-3 “General Policy of Competitive Bidding, Exceptions” of the City of Salisbury Charter, competitive bidding procedures performed by the City of Salisbury are not necessary or appropriate in the following circumstance:

“(9) Contracts in which the City received a contract price negotiated by the State, County or other governmental entity pursuant to a valid contract.”

The Procurement Division has obtained a copy of the agreement between the Miami Parking Authority and Parkeon, Inc., which was executed in September 2014, and has confirmed the validity of the contract. The total cost for 13 pay stations, including the back office system, is \$103,369.00. There are sufficient funds in “31154-577020 Parking – Improvements” to make this purchase.

The Procurement Division requests Council’s approval to award Contract 108-16 to Parkeon, Inc., in the amount of \$103,369.00.

Thank you,

Jennifer Miller  
Assistant Director of Internal Services – Procurement and Parking



City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Asst. Director of Internal Services – Procurement & Parking Division  
**Date:** October 24, 2016  
**Subject:** Declaration of Surplus  
Salisbury Police Department – Duty Weapon

The City of Salisbury Internal Services Department – Procurement Division received a request from the Salisbury Police Department to declare the following handgun surplus:

- Glock .45 Caliber Handgun, Model 21 – Serial WG631

Upon declaration of surplus, and as approved by the Council, the aforementioned handgun will be given to retired police officer, Lieutenant Everett Howard, as a retirement gift.

Thank you,

Jennifer Miller

Assistant Director of Internal Services – Procurement and Parking



JACOB R. DAY  
MAYOR  
TOM STEVENSON  
CITY ADMINISTRATOR



**MARYLAND**  
699 W. SALISBURY PARKWAY  
SALISBURY, MD 21801  
TEL: 410-548-3165



BARBARA DUNCAN  
CHIEF OF POLICE

**DATE:** October 7, 2016

**TO:** Chief Barbara Duncan 1101  
Chief of Police

**FROM:** Sergeant Danny Parsons 0194  
Quartermaster

**SUBJECT:** SURPLUS WEAPON

The Salisbury Police Department has a history of giving retiring Police Officers their duty weapon as a retirement gift. Therefore, I request permission to send the appropriate paperwork to the Purchasing Agent to declare, as surplus, one weapon for Lieutenant Everett Howard, who retired from the Salisbury Police Department on October 5, 2016. The weapon is a Glock, Model 21, .45 cal. with a serial number of WG631.

Respectfully Submitted,

*Sgt D. Parsons 0194*  
Sergeant D. Parsons 0194  
Quartermaster

**Distribution:**  
Chief's Office

*Approved Chief Duncan 10/7/16*



City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Asst. Director of Internal Services – Procurement & Parking Division  
**Date:** October 24, 2016  
**Subject:** Declaration of Surplus  
Salisbury Police Department – Bicycles

The City of Salisbury Internal Services Department – Procurement Division received a request from the Salisbury Police Department to declare 14 bicycles surplus. All items were found, forfeited or unclaimed, and attempts to return items to known owners have been unsuccessful. It is the request of the Salisbury PD that items are either sold at auction or donated locally. A detailed list of the items is included.

The Procurement Division requests Council's approval to declare the noted items "surplus" and to allow the Salisbury PD to dispose of them as requested.

Thank you,

Jennifer Miller

Assistant Director of Internal Services – Procurement and Parking



JACOB R. DAY  
MAYOR  
TOM STEVENSON  
CITY ADMINISTRATOR



## MARYLAND

699 W. SALISBURY PARKWAY  
SALISBURY, MD 21801  
TEL: 410-548-3165



BARBARA DUNCAN  
CHIEF OF POLICE

September 21, 2016

To: Jennifer Miller  
From: Major Scott Kolb  
Subject: Recommendation for Surplus of Bicycles

I am requesting that the attached list of bicycles be deemed surplus.  
These items will be donated to a local organization.

Respectfully,

A handwritten signature in blue ink, appearing to read "S. Kolb".

Scott Kolb  
Administrative Commander

Police Department  
Salisbury, Maryland  
MEMORANDUM 99-16  
September 21, 2016

To: Major Kolb  
Sgt. Scott Elliott  
Purchasing Department

From: Teresa Tyndall  
Property Custodian

Subject: Donation of Unclaimed Property - Bicycles

Attached is a list of 14 bicycles, from the Salisbury Police Department's Property Vault which were found, forfeited or unclaimed. These items will be donated with your approval, at the Salisbury City Council. All known owners of this property have been contacted either by mail or by phone and have made no attempt to claim this property.

During preparation for preparing them for sale, we have sorted thru the bicycles and selected the bicycles and placed the bicycles on hold that are in good shape for donation. These bicycles will be donated to New Dimension's, per Chief Duncan.

Please review the list and advise if you have any questions.

Distribution

Chief of Police  
Administrative Commander  
Administrative Sergeant  
CALEA: 84.1.7



JACOB R. DAY  
MAYOR  
TOM STEVENSON  
CITY ADMINISTRATOR

**MARYLAND**

699 W. SALISBURY PARKWAY  
SALISBURY, MD 21801  
TEL: 410-548-3165

BARBARA DUNCAN  
CHIEF OF POLICE

**SURPLUS BICYCLES FOR DONATION**

Case #	Description	Serial #
2014-42890	Specialized, Yellow, Hot Rock, Men's 24"	P5CA44104
2015-10475	Huffy, White, Beach Cruiser	SNHTC12M45772
2015-24590	Bruiser, Beach Cruiser	TMS10C05070
2015-38655	Huffy Cranbrook, Black w/extra tire	SNHEJ05169694
2015-50385	Trek, 4500 Black, Gold	TB10415C69H1160
2016-6789	Giant, Mountain, Yellow/Gray	C2114669
2016-12087	Huffy, Beach Cruiser	56573P722714Y
2016-27719	Lotus, International, Blue	SC842778
2016-31753 1 of 2	Trek, MT220	WTU151
2016-31753 2 of 2	Gary Fisher, Mountain, Gray	WTU153C2967D
2016-35584	TrailRunner, Boys	1211439
2016-35638	Mongoose, BMX, Single Speed	JAR272310
2016-26871	Trek, Mountain SnapOn, Black, Red	
2016-27945	Hyper, SpinFit	DM1512006787

Released Date: \_\_\_\_\_

Organization: \_\_\_\_\_

Released by: \_\_\_\_\_

Released to: \_\_\_\_\_



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** Tom Stevenson, City Administrator  
**From:** Julia Glanz, Asst. City Administrator  
**Subject:** Green Street Housing PILOT  
**Date:** 10/19/16

---

Attached you will find a resolution for the City of Salisbury to provide a Payment in Lieu of Taxes (PILOT) to the development of Gatehouse Market and Lofts located at 401 W. Main Street. This development will have approximately 60 residential units, along with commercial space on the first floor. This PILOT provides for a reduction in real estate taxes in the amount of \$400 per unit per year if the project continues to provide affordable housing.

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



1813 Sweetbay Dr., #9  
Salisbury, MD 21804  
(p) 443.615.7121  
(f) 888.330.8115

September 26, 2016

The Honorable Jacob R. Day  
Mayor – City of Salisbury  
125 North Division St.  
Salisbury, MD 21801

RE: GateHouse Market and Lofts – Salisbury, MD

Dear Mayor Day,

Green Street Housing (GSH) was founded in 2008 on 25+ years of combined experience developing affordable housing by its principals, David Layfield and Thomas Ayd. GSH is interested in the proposed project, GateHouse Market and Lofts, because the site is located within the development footprint of the company and in the hometown of its principals. As local real estate developers, Tom and Dave have a desire to improve Downtown Salisbury, provide quality housing opportunities to the community, and help grow downtown businesses. GateHouse Market and Lofts located at 401 W. Main Street, or more commonly referred to as Lot #30, will accomplish these goals.

In October 2016, GSH will apply for Low Income Housing Tax Credits (LIHTC) to finance the construction of a mixed-use commercial building with 54 affordable apartments, 6 market rate apartments, 80 parking spaces, a year round, conditioned public market hall, restaurant space, and office/retail space. The development is particularly aligned with pages 39 and 41 of the Envision Salisbury Master Plan, which the City of Salisbury adopted in March 2016 as a guiding document for the Mayor, City Council, and developers of Salisbury.

The development of GateHouse Market and Lofts will be home to a year round, conditioned public market space, where entrepreneurs will offer bread, meat, fish, produce and housewares. The public market will open out onto the Riverwalk and Main Street of Downtown Salisbury. In 2010, Urban Salisbury commissioned a public market study where this particular site was noted the most feasible.

GateHouse Market and Lofts will connect the Old Town and Marina districts during events such as Third Friday, First Saturday, and New Year's Eve SBY. The conditioned public market hall, open courtyard, and Riverwalk terrace will be a place for the community to gather, year round.

Green Street Housing looks forward to working with the City, Mayor, and Council, and the community in developing the Downtown area.

Sincerely,

David Layfield  
Green Street Housing, Principal

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RESOLUTION NO. 2688

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND  
PROVIDING A PAYMENT IN LIEU OF TAXES (PILOT) TO THE  
DEVELOPMENT OF GATEHOUSE MARKET AND LOFTS LOCATED AT  
401 W. MAIN STREET.

WHEREAS, The City Council of the City of Salisbury, Maryland  
recognizes that there is a significant need for quality housing units in Salisbury  
for persons with low or to moderate incomes; and

WHEREAS, Green Street Housing, LLC or its assignee, a Maryland  
limited liability corporation, proposes to develop and operate a rental housing  
development comprised of approximately sixty (60) units, known as Gatehouse  
Market and Lofts, located at 401 W. Main Street in Salisbury, MD (the "Project"),  
all or a portion of which will assist persons of lower income as required by  
applicable law or regulations; and

WHEREAS, Green Street Housing LLC, has advised the City that  
financing from the Maryland Department of Housing and Community  
Development (the "Department") Low Income Housing Tax Credit (the  
"LIHTC") Program warrants a contribution to the project in the form of a  
payment in lieu of taxes (PILOT); and

WHEREAS, The City of Salisbury supports this project because it will  
address the need for quality, affordable housing for persons with lower incomes;  
and

WHEREAS, The City of Salisbury desires to provide for a Payment in  
Lieu of Taxes (the "PILOT").

BE IT HEREBY RESOLVED THAT the City of Salisbury approves a  
PILOT agreement between Green Street Housing LLC or its assignee and the City  
of Salisbury, attached hereto, provided Green Street Housing LLC constructs and  
operates a rental housing project on 401 W. Main Street for persons with low to  
moderate income in accordance with the guidelines of the Department and the  
LIHTC restrictive use covenants. The PILOT agreement provides for a reduction  
of the City of Salisbury real estate taxes in the amount of \$400 per unit per year if  
the project continues to provide affordable housing for persons of lower income  
for a period of forty (40) years from the date the building is granted a certificate  
of occupancy; and

BE IT FURTHER RESOLVED THAT, the Mayor be granted the  
authority to execute said Payment in Lieu of Taxes agreement, which is hereby  
attached to this resolution, on behalf of the City of Salisbury; and,

47            THIS RESOLUTION was introduced and duly passed at a meeting of the  
48 Council of the City of Salisbury, Maryland held on \_\_\_\_\_, 2016 and  
49 is to become effective upon adoption.

50

51

52    ATTEST

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56    \_\_\_\_\_  
57    Kimberly R. Nichols  
58    City Clerk

59    \_\_\_\_\_  
60    John R. Heath  
61    President, City Council

58

59

60    APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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64    \_\_\_\_\_  
65    Jacob R. Day  
66    MAYOR, City of Salisbury

1 **PAYMENT IN LIEU OF TAX AGREEMENT**

2 **THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **City of Salisbury, MD**,  
3 a body corporate and politic (hereinafter referred to as the “City”), and \_\_\_\_\_, a  
4 \_\_\_\_\_ formed in the State of \_\_\_\_\_ (hereinafter referred to as the “Owner”).

5 **WHEREAS**, the Owner proposes to develop the multifamily component of GateHouse Market and Lofts, a  
6 mixed use development consisting of a commercial building and rental apartments, located at 401 W. Main Street in  
7 Salisbury, Maryland for the purposes of providing rental housing for low to moderate income households (the  
8 “Project”); and

9 **WHEREAS**, Section 7-506.1 of the Tax Property Article of the Annotated Code of Maryland, as amended,  
10 provides, among other things, that real property in the City may be exempt from City property tax if:

11 (a) The real property is owned by a person engaged in constructing or operating housing structures or  
12 projects; and

13  
14 (b) The real property is used for a housing structure or project that is constructed or substantially  
15 rehabilitated under a federal, state or local government program that:

16  
17 (1) funds construction, or insures its financing in whole or in part, or

18  
19 (2) provides interest subsidy, rent subsidy or rent supplements; and

20  
21 (c) The Owner:

22  
23 (1) agrees to continue to maintain the real property as rental housing for lower income persons  
24 under the requirements of the government programs and to renew any annual contributions  
25 contract or other agreement for rental subsidy or supplement; or

26  
27 (2) enters into an agreement with the governing body of the City to allow the property or portion  
28 of the property which was maintained for lower income persons to remain as housing for  
29 lower income persons for a term of at least forty (40) years; and

30  
31 (d) The Owner enters into an agreement with the City for the payment of a negotiated sum in lieu of  
32 applicable City property taxes on the Property; and

33 **WHEREAS**, the Owner plans to operate the Project as rental housing for low to moderate income  
34 households and intends to comply with Section 7-506.1 of the Tax Property Article of the Annotated Code  
35 of Maryland; and

36 **WHEREAS**, the Owner has demonstrated to the City that an agreement for payments in lieu of  
37 taxes is necessary; and

38 **WHEREAS**, pursuant to City of Salisbury, MD Resolution No. \_\_\_\_ adopted, \_\_\_\_\_,  
39 2016, the City Council of Salisbury, Maryland, agreed to enter into an agreement for payments in lieu of  
40 taxes for the Project, and authorized the City Administrator to enter into this Agreement.

41 **NOW, THEREFORE, THIS AGREEMENT WITNESSETH:** In consideration of the mutual  
42 covenants, terms and agreements hereof and pursuant to the power and authority of Section 7-506.1 of the  
43 Tax Property Article of the Annotated Code of Maryland, it is agreed as follows:

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1. The Owner agrees: (1) that it will operate the Project as rental housing for low to moderate income households and will limit rents pursuant to the Extended Low Income Housing Covenant for Low Income Housing Tax Credits between the Owner and the Maryland Department of Housing and Community Development (herein the "Extended Use Covenant"); (2) it will make no less than 60 percent of the units available to households having incomes of no more than 60 percent of the area median income; and (3) that the Project qualifies and will continue to qualify in all respects under the provision of said Section 7-506.1 of the Tax Property Article of the Annotated Code of Maryland.

2. Beginning July 1, 2018, or the July 1 following the issuance of certificate of occupancy, whichever is later, the Property shall be exempt from ordinary City property taxes. The payments to be made hereunder by the Owner to the City with respect to the Project shall be in lieu of all ordinary City taxes on real property under the Tax Property Article of the Annotated Code of Maryland. The payments to be made hereunder by the Owner to the City shall be made by the Owner first and accepted by the City through the Fiscal Year 2058, or for forty years following the issuance of certificates of occupancy.

3. This Agreement shall be in effect for forty years, which is anticipated to be through **Fiscal Year 2058, ending June 2058**, and the portion of the property to be maintained for lower income persons shall remain as housing for lower income persons for a term of at least forty (40) years pursuant to Section 7-506.1(a)(2)(iv)2.

4. If at any time during the term of this Agreement, the City real property taxes are less than the Payment in Lieu of Taxes (the "PILOT"); the Owner shall pay the ordinary City real property taxes payable had the property not been tax exempt.

5. For the **Fiscal Years 2018 through 2058**, the Owner's annual payment in lieu of taxes shall be calculated as follows:

Owner shall make payment to the City in an amount equal to the fiscal year taxes, an amount of the assessed value of the property times the City tax rate minus (such subtracted amount calculated as follows:  $\$400 \times \text{___ units} = \$\text{_____}$ ).

6. By July 30<sup>th</sup> of each year, the City shall bill the Owner for the payment which is due by September 30<sup>th</sup> of that year, as set forth in this Agreement.

7. Payments due hereunder will be considered delinquent thirty (30) days after the due date of the bill sent to the Owner. Interest at the rate of one percent (1%) per month shall be charged and collected by the City on all amounts remaining unpaid thirty (30) days after the due date.

8. If the Owner is in default for one hundred eighty (180) days for any payment required under any of the provisions of this Agreement, the City may, at its option, declare a default by providing written notice of the default to the Owner and to the holders of all mortgages or deeds of trust. If within thirty (30) days of such notice, the payments have not been brought current, then the City may, at its option, declare all amounts due as follows: a sum equal to the total real property taxes which would have been due from the Owner in the absence of this Agreement, plus all interest, if any, less all amounts actually paid under this Agreement. To enforce its rights under this paragraph, the City may renegotiate this Agreement, foreclose, or seek any other remedy available at law or in equity. Notwithstanding anything to the contrary which is or might be contained in this agreement, payments due under this paragraph shall be considered a first lien against the Property and superior to any other liens placed upon the Property and may be collected in the same manner as City taxes.

9. This Agreement may be assigned to a holder of a mortgage or deed of trust in the event of a foreclosure or transfer under said mortgage or deed of trust, provided that the assignee shall be subject to the terms and conditions of this Agreement.

98 10. For the purposes of this Agreement, all notices shall be hand-delivered or mailed by first  
99 class mail or certified mail, return receipt requested or via overnight delivery service. Notices shall be  
100 given to the parties as follows:

101 TO CITY: Office of Finance/City of Salisbury  
102 Government Office Building  
103 125 N. Division Street  
104 Salisbury, MD 21801  
105

106 TO OWNER: \_\_\_\_\_  
107 c/o Green Street Housing, LLC  
108 1813 Sweetbay Dr., #9  
109 Salisbury, MD 21804  
110 Attn: David Layfield  
111 \_\_\_\_\_  
112 \_\_\_\_\_  
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123 Each notice that is sent by one party to the other party at the listed address shall be presumed to  
124 have been received three (3) days after the date of mailing; except when prior written notice is given by one  
125 party to the other that a party or an address has changed. Notwithstanding any provision to the contrary  
126 contained in this Agreement, any person or party not listed in this paragraph shall not be entitled to notice  
127 as may be required by this Agreement unless one party notifies the other party that additional notice shall  
128 also be sent to such person or party.  
129

130 11. This Agreement shall inure to the parties hereto and their respective successors,  
131 assigns, and/or legal representatives.  
132

133 12. It is understood and agreed by the execution of this Agreement that the City does not  
134 waive any rights of governmental immunity which it may have in any damage suits against it, and that the  
135 City reserves the right to plead governmental immunity in such suit in law or in equity or such pleading as  
136 is appropriate notwithstanding the execution of this Agreement.  
137

138 13. This Agreement shall be governed by the Maryland law and any actions between the  
139 parties hereto shall be brought in and vest jurisdiction and venue solely in the Circuit Court for Wicomico  
140 County.  
141

142 **IN WITNESS WHEREOF**, the City has caused this Agreement to be signed in its name by the City  
143 Council President, to be attested to by the City Clerk, and to have the City Seal affixed hereto; and the  
144 Owner has caused this Agreement to be signed in its name by its General Partner, duly attested.  
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150 ATTEST:  
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152 By: \_\_\_\_\_

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By: \_\_\_\_\_  
Its General Partner

By: Thomas J. Ayd, Jr.  
Authorized Person

ATTEST:

CITY OF SALSBURY, MARYLAND

\_\_\_\_\_

\_\_\_\_\_ (Seal)  
Jacob R. Day  
MAYOR, City of Salisbury



City of  
**Salisbury**  
Jacob R. Day, Mayor

## MEMORANDUM

**To:** Tom Stevenson, City Administrator  
**From:** Julia Glanz, Asst. City Administrator  
**Subject:** Conservation Easement  
**Date:** 10/19/16

---

Attached you will find an ordinance of the City of Salisbury granting a conservation easement to the Maryland Environmental Trust and Lower Shore Land Trust, Inc. across City owned property on Naylor Mill Rd and Jersey Rd, known as Naylor Mill Park. This land is a treasure the City must continue to protect and by implementing this easement we are guaranteeing this land will be around for generations to come. This easement will protect approximately 92 acres of forested land which is home to bike and running trails.

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

1 RESOLUTION NO. 2689

2  
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND GRANTING A CONSERVATION  
4 EASEMENT TO THE MARYLAND ENVIRONMENTAL TRUST AND LOWER SHORE LAND  
5 TRUST, INC. ACROSS CITY OWNED PROPERTY ON NAYLOR MILL ROAD AND JERSEY  
6 ROAD IN SALISBURY, MARYLAND.

7  
8 WHEREAS, the City of Salisbury owns land on Naylor Mill Road and Jersey Road; and

9  
10 WHEREAS, this land is currently used as a passive recreational facility for the public; and

11  
12 WHEREAS, the Paleochannel runs under this land and is the source of drinking water in the City; and

13  
14 WHEREAS, the City of Salisbury and the State of Maryland wish to restrict and limit the use of this land,  
15 to preserve the natural attributes of the land and to preserve the Paleochannel, as provided for in the  
16 attached Deed of Conservation Easement.

17  
18 NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY,  
19 MARYLAND, that the City of Salisbury grants unto the Maryland Environmental Trust (“MET”) and the  
20 Lower Shore Land Trust, Inc. (“LSLT”), a perpetual deed of conservation easement (the “Conservation  
21 Easement”) encumbering the said property which is described as follows:

22  
23 Tax Map 0029, Parcel 398 (33.05 acres, more or less)

24  
25 Beginning for the same at a point on the northerly right of way line of Naylor Mill Road near the  
26 easterly side of the bridge crossing the Little Burnt Branch. Said point of beginning being labeled  
27 as “P.O.B.” on a plat entitled “Exhibit A, Conservation Easement Survey, Naylor Mill Road &  
28 Jersey Road”, prepared by the City of Salisbury and dated September 2016.

- 29 1) Thence by and with the northerly line of the said Naylor Mill Road North 83 degrees 27 minutes  
30 36 seconds West a distance of 286.44 feet to a point at the southeasterly corner of lands of  
31 Sadhak G. Hernandez, et.al. (map 29, parcel 353).  
32 2) Thence by and with the easterly line of the said Hernandez land North 07 degrees 23 minutes 24  
33 seconds East a distance of 291.03 feet to a point.  
34 3) Thence continuing with northerly line of the said Hernandez land North 82 degrees 48 minutes 41  
35 seconds West a distance of 150.00 feet to a point.  
36 4) Thence continuing with westerly line of the said Hernandez land South 07 degrees 11 minutes 23  
37 seconds West a distance of 286.76 feet to a point on the said northerly line of Naylor Mill Road.  
38 5) Thence by and with the said line of Naylor Mill Road North 79 degrees 37 minutes 58 seconds  
39 West a distance of 107.75 feet to a point.  
40 6) Thence continuing with the said line of Naylor Mill Road North 78 degrees 58 minutes 38  
41 seconds West a distance of 1346.55 feet to a point at the southeasterly corner of lands of Anne L  
42 Rucker-Carter (map 29, parcel 395).  
43 7) Thence by and with the easterly line of the said Rucker-Carter land North 11 degrees 01 minutes  
44 28 seconds East a distance of 204.99 feet to a point.  
45 8) Thence continuing with the northerly line of the said Rucker-Carter land North 78 degrees 58  
46 minutes 16 seconds West a distance of 54.00 feet to a point at the southeasterly corner of the  
47 lands of the Charity Methodist Church land.  
48 9) Thence by and with the easterly line of the said Church land North 12 degrees 14 minutes 34  
49 seconds East a distance of 74.93 feet to a point.

- 50 10) Thence continuing with the said Church land North 42 degrees 11 minutes 04 seconds East a  
51 distance of 196.21 feet to a point.
- 52 11) Thence continuing with the northerly line of the said Church land North 74 degrees 42 minutes  
53 22 seconds West a distance of 230.77 feet to a point on the easterly line of Jersey Road.
- 54 12) Thence by and with the said line of Jersey Road North 10 degrees 15 minutes 02 seconds East a  
55 distance of 200.78 feet to a point at the southwesterly corner of lands of Thomas A. Bailey, et.al.
- 56 13) Thence by and with the southerly line of the said Bailey land South 80 degrees 15 minutes 22  
57 seconds East a distance of 190.61 feet to a point.
- 58 14) Thence continuing with the easterly line of the said Bailey land North 09 degrees 44 minutes 33  
59 seconds East a distance of 98.87 feet to a point.
- 60 15) Thence continuing with the northerly line of the said Bailey land North 80 degrees 15 minutes 12  
61 seconds West a distance of 195.69 feet to a point on the easterly line of the said Jersey Road.
- 62 16) Thence by and with the said line of Jersey Road North 06 degrees 26 minutes 53 seconds East a  
63 distance of 79.78 feet to a point.
- 64 17) Thence continuing with the said line of Jersey Road North 11 degrees 32 minutes 51 seconds East  
65 a distance of 263.91 feet to a point.
- 66 18) Thence continuing with the said line of Jersey Road North 16 degrees 39 minutes 29 seconds East  
67 a distance of 106.47 feet to a point at the centerline of the aforementioned Little Burnt Branch.
- 68 19) Thence by and with the centerline of the said Little Burnt Branch to the easterly high water mark  
69 of Leonard Mill Run. Said centerline of Little Burnt Branch defined by the following ten lines of  
70 traverse:
- 71 a. South 50 degrees 35 minutes 16 seconds East a distance of 147.57 feet to a point.
- 72 b. South 31 degrees 19 minutes 39 seconds East a distance of 112.36 feet to a point.
- 73 c. South 01 degrees 53 minutes 51 seconds West a distance of 363.61 feet to a point.
- 74 d. South 58 degrees 19 minutes 43 seconds East a distance of 375.55 feet to a point.
- 75 e. North 58 degrees 25 minutes 48 seconds East a distance of 352.37 feet to a point.
- 76 f. South 72 degrees 59 minutes 32 seconds East a distance of 255.96 feet to a point.
- 77 g. South 44 degrees 14 minutes 29 seconds East a distance of 128.20 feet to a point.
- 78 h. South 85 degrees 09 minutes 24 seconds East a distance of 402.93 feet to a point.
- 79 i. South 59 degrees 20 minutes 38 seconds East a distance of 237.64 feet to a point.
- 80 j. South 43 degrees 23 minutes 01 seconds East a distance of 116.11 feet to a point at the  
81 intersection of the easterly high water mark of Leonard Mill Run and Little Burnt Branch.
- 82 20) Thence by and with the said line of Little Burnt Branch to the point of beginning. Said line of  
83 Little Burnt Branch defined by the following two traverse lines:
- 84 a. South 23 degrees 01 minutes 03 seconds East a distance of 504.87 feet to a point.
- 85 b. South 57 degrees 04 minutes 28 seconds West a distance of 225.14 feet to the point of  
86 beginning.
- 87 Containing 33.05 acres, more or less.

88  
89 And

90 Tax Map 0100, a portion of Parcel 2 (59.24 acres, more or less)

91  
92 Beginning for the same at a point on the northerly right of way line of Naylor Mill Road near the  
93 easterly side of the bridge crossing the Little Burnt Branch. Said point of beginning being labeled  
94 as "P.O.B." on a plat entitled "Exhibit A, Conservation Easement Survey, Naylor Mill Road &  
95 Jersey Road", prepared by the City of Salisbury and dated September 2016.

- 96 1) Thence by and with the easterly high water mark of Little Burnt Branch and Leonard Mill  
97 Run to the northernmost corner of the herein described parcel. Said line of Little Burnt  
98 Branch and Leonard Mill Run defined by the following seven traverse lines:

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- a. By and with the said easterly line of Little Burnt Branch North 57 degrees 04 minutes 28 seconds East a distance of 225.14 feet to a point.
  - b. North 23 degrees 01 minutes 03 seconds West a distance of 504.87 feet to a point at the said easterly line of Leonard Mill Run.
  - c. Continuing with the said line of Leonard Mill Run North 21 degrees 01 minutes 05 seconds East a distance of 707.27 feet to a point.
  - d. North 41 degrees 10 minutes 21 seconds East a distance of 825.88 feet to a point.
  - e. North 53 degrees 51 minutes 30 seconds East a distance of 1117.61 feet to a point.
  - f. North 68 degrees 53 minutes 17 seconds East a distance of 531.67 feet to a point.
  - g. North 55 degrees 57 minutes 06 seconds East a distance of 269.68 feet to a point on the westerly line of the unimproved portion of Paleo Lane.
- 2) Thence by and with the said line of Paleo Lane South 09 degrees 21 minutes 23 seconds West a distance of 702.71 feet to a point at the northeasterly corner of lands to be transferred to Wicomico County by the City of Salisbury at a future date.
  - 3) Thence by and with said future Wicomico County lands the following five courses:
    - a. South 77 degrees 13 minutes 47 seconds West a distance of 215.57 feet to a point.
    - b. South 62 degrees 19 minutes 05 seconds West a distance of 232.13 feet to a point.
    - c. North 76 degrees 47 minutes 37 seconds West a distance of 120.56 feet to a point.
    - d. South 18 degrees 16 minutes 17 seconds West a distance of 271.37 feet to a point.
    - e. South 11 degrees 08 minutes 39 seconds West a distance of 136.04 feet to a point on the current northerly line of the lands of Wicomico County (map 100, p/o parcel 2, "Parcel A").
  - 4) Thence by and with the said line of Wicomico County North 76 degrees 47 minutes 37 seconds West a distance of 399.90 feet to a point at the northeasterly corner of lands of Wicomico County for the purpose of a private road known as Scenic Drive (map 100, p/o parcel 2, "Parcel B").
  - 5) Thence by and with the said line of Wicomico County, Scenic Drive, South 13 degrees 12 minutes 23 seconds West a distance of 1935.60 feet to a point.
  - 6) Thence continuing with the said line of Wicomico County South 58 degrees 12 minutes 23 seconds West a distance of 28.28 feet to a point being 10.00 feet from the northerly line of Naylor Mill Road.
  - 7) Thence South 13 degrees 12 minutes 23 seconds West a distance of 10.00 feet to a point on the said line of Naylor Mill Road.
  - 8) Thence by and with the said line of Naylor Mill Road North 76 degrees 47 minute 36 seconds West a distance of 474.02 feet to a point of curvature of Naylor Mill Road.
  - 9) The by and with said curve, to the left, having a radius of 1930.08 feet and a length of 224.56 feet, a chord bearing of North 80 degrees 07 minutes 35 seconds West a chord distance of 224.43 feet to a point.
  - 10) Thence continuing with the said line of Naylor Mill Road North 83 degrees 27 minutes 36 seconds West a distance of 112.41 feet to the point of beginning.
- Containing 59.24 acres, more or less.

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Excepting from the herein described lands those areas designated as "Excluded Area #1", "Excluded Area #2" and "Excluded Area #3 on the aforementioned plat from the Conservation Easement. Containing the following acreages:

- Excluded Area #1 – 2.51 acres, more or less
- Excluded Area #2 – 0.44 acres, more or less
- Excluded Area #3 – 7.61 acres, more or less

149 BE IT FURTHER ENACTED AND RESOLVED that the Mayor is hereby authorized negotiate, execute  
150 and deliver all documents on behalf of the City of Salisbury in connection with the grant of the Deed of  
151 Conservation Easement to MET and LSLT and to take any action which is necessary to consummate the  
152 transactions described herein.

153  
154 BE IT FURTHER ENACTED AND RESOLVED that the City of Salisbury has taken all requisite action  
155 according to the City of Salisbury Code and other governing documents to approve the conveyance of the  
156 Deed of Conservation Easement.

157  
158 AND BE IT FURTHER ENACTED AND RESOLVED that this resolved shall take effect from the date  
159 of its final passage.

160  
161 THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of the Council of  
162 the City of Salisbury held on this \_\_\_ day of \_\_\_\_\_, 2016, and is to become effective immediately  
163 upon adoption.

164  
165  
166 ATTEST

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168 \_\_\_\_\_  
169 Kimberly R. Nichols, City Clerk

167 \_\_\_\_\_  
168 John R. Heath, President  
169 Salisbury City Council

170  
171  
172 Approved by me this \_\_\_ day of \_\_\_\_\_, 2016

173  
174 \_\_\_\_\_  
175 Jacob R. Day, Mayor

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178  
179 I hereby certify that the City of Salisbury has taken all requisite action to approve this resolution in  
180 accordance with its code and other governing documents; that the person authorized by resolution above  
181 to sign the Deed of Conservation Easement may do so in accordance with the City of Salisbury's Code  
182 and other governing documents; and that Maryland Environmental Trust and Lower Shore Land Trust,  
183 Inc. may rely on the authority herein granted.

184  
185 Approved as to legal form and sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

186  
187 \_\_\_\_\_  
188 S. Mark Tilghman  
189 Counsel to City of Salisbury

1 This document is not subject to recordation tax pursuant to Md. Ann. Code Tax-Property 12-108(a).  
2 **NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT**  
3 **INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES**  
4 **SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR**  
5 **OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS**  
6 **CONVEYED.**

7  
8 **DEED OF CONSERVATION EASEMENT**  
9

10 THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this  
11 \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF SALISBURY, a body  
12 politic of the State of Maryland, having an address at 125 North Division Street, Salisbury,  
13 Maryland 21801-5030 (collectively, "Grantors") and the MARYLAND ENVIRONMENTAL  
14 TRUST, having an address at 100 Community Place, Crownsville, Maryland 21032 ("MET")  
15 and LOWER SHORE LAND TRUST, INC., a Maryland nonprofit corporation, having an  
16 address at 100 River Street, Snow Hill, Maryland 21863 ("LSLT") (collectively, "Grantees").  
17

18 This Conservation Easement is based upon a form that assumes there are multiple  
19 Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation  
20 Easement, then, as appropriate, any Provision assuming multiple Grantors or Grantees shall be  
21 interpreted to mean only one Grantor or Grantee, as the case may be. In addition, Art. VI. D  
22 shall be disregarded when there is only one Grantee.  
23

24 Maryland Environmental Trust, created pursuant to Subtitle 2 of Title 3 of the Natural  
25 Resources Article, Annotated Code of Maryland, is charitable in nature. It was established to  
26 conserve, improve, stimulate, and perpetuate the aesthetic, natural, health and welfare, scenic and  
27 cultural qualities of the environment, including, but not limited to, land, water, air, wildlife,  
28 scenic qualities, open spaces, buildings or any interest therein, and other appurtenances  
29 pertaining in any way to the State. MET is a "qualified organization" within the meaning of  
30 Section 170(h)(3) of the United States Internal Revenue Code ("IRC").  
31

32 Lower Shore Land Trust, Inc. is a nonprofit tax exempt organization within the meaning  
33 of Section 501(c)(3) of the IRC, established to promote the preservation and protection of natural  
34 resources of Maryland's Somerset, Wicomico and Worcester Counties, and is a "qualified  
35 organization" within the meaning of Section 170(h)(3) of the IRC.  
36

37 Grantors own in fee simple 81.73 acres, more or less, of certain real property in the City  
38 of Salisbury, Maryland, and more particularly described in Exhibit A attached hereto (the  
39 "Property"), which is a portion of the real property conveyed to the Grantors as follows:

40 (a) from Charles E. Hearne, Jr., Stanley G. Robins and Raymond S. Smethurst, Jr.,  
41 Trustees of the Estate of John William Brittingham by Deed dated July 9, 1969 and recorded  
42 among the Land Records of Wicomico County, Maryland in Liber 697 folio 108; and

43 (b) from Deer's Head Realty Corporation and Samuel J.E. Todd by Deed dated May 4,  
44 1966 and recorded among the Land Records of Wicomico County, Maryland in Liber 629 folio  
45 379, and from Lyman Boone and Christine Boone by Deed dated October 23, 1967 and recorded  
46 among the Land Records of Wicomico County, Maryland in Liber 657, folio 234. Being more  
47 particularly shown on a plat entitled "Exhibit A, Conservation Easement Survey, Naylor Mill

48 Road & Jersey Road”, prepared by the City of Salisbury and dated September 2016, said plat to  
49 be recorded in the Land Records of Wicomico County simultaneously with this Deed.  
50

51 The address of the Property is Naylor Mill Road, Salisbury, Maryland 21801. The  
52 Property is identified on (a) tax map 100, a portion of parcel 2 and (b) tax map 29, a portion of  
53 parcel 398.  
54

55 The Property consists of 81.73 acres of woodlands, a portion of Leonard Pond Run, Little  
56 Burnt Branch and the North Prong of the Wicomico River; relatively natural habitat for forest  
57 interior dwelling bird species; and has scenic value of significant public benefit along Naylor  
58 Mill Road. The Property also consists of coarse sandy soils that permit percolation to a  
59 subsurface source of the City of Salisbury’s drinking water. The bed of an ancient river 100 to  
60 200 feet below the surface of the Property is known as the Paleochannel and is the source of the  
61 City of Salisbury’s drinking water. The Property is open to the public for Passive Recreation  
62 (defined below).  
63

64 In recognition of the Conservation Attributes defined below, Grantors intend hereby to  
65 grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the  
66 use of the Property as provided in this Conservation Easement for the purposes set forth below.  
67 Grantors thus intend to make a charitable gift of a qualified conservation contribution in the form  
68 of this Conservation Easement with respect to the Property to further the preservation and  
69 conservation of the Property and the goals of Grantees.  
70

71 Grantees intend hereby to accept this Conservation Easement and to hold such  
72 Conservation Easement exclusively for conservation purposes, as defined, in Section 2-118 of  
73 Real Property Article, Ann. Code of Maryland. Grantees are able to monitor and enforce such  
74 Conservation Easement.  
75

76  
77 ARTICLE I. GRANT AND DURATION OF EASEMENT  
78

79 The above paragraphs are incorporated as if more fully set forth herein. As an absolute  
80 gift for no monetary consideration (\$0.00) but in consideration of the facts stated in the above  
81 paragraphs and the covenants, terms, conditions and restrictions in this Conservation Easement  
82 (the “Provisions”), except as set forth herein, Grantors unconditionally and irrevocably hereby  
83 voluntarily grant and convey in trust unto Grantees, their successors and assigns, forever and in  
84 perpetuity, this Conservation Easement of the nature and character and to the extent set forth  
85 below, with respect to the Property. By execution hereof, Grantors intend to create a charitable  
86 trust to benefit the citizens of the State of Maryland.  
87

88 This Conservation Easement shall be perpetual. It is an easement in gross and as such it  
89 is inheritable and assignable in accordance with Article XI, runs with the land as an incorporeal  
90 interest in the Property, and is enforceable with respect to the Property by Grantees against  
91 Grantors and their personal representatives, heirs, successors and assigns.  
92  
93

94 ARTICLE II. CONSERVATION PURPOSE  
95

96 The conservation of the Property will protect the following conservation attributes, as  
97 further set forth in Exhibit B: (1) the preservation of land areas for outdoor recreation by or the  
98 education of the general public; (2) the protection of relatively natural habitat of fish, wildlife or  
99 plants, or similar ecosystems; (3) the preservation of open space for the scenic enjoyment of the  
100 general public and which yields a significant public benefit, or pursuant to a clearly delineated  
101 Federal, State, or local governmental conservation policy and which yields a significant public  
102 benefit; including but not limited to the protection of the relatively natural area and soils that  
103 allow for natural filtration of surface water through percolation to the subsurface Paleochannel  
104 that supplies potable water to the City of Salisbury thereby protecting the water quality of the  
105 Paleochannel (“Conservation Attributes”).  
106

107 The purpose of this Conservation Easement is to preserve and protect in perpetuity the  
108 Conservation Attributes of the Property identified above and further described in Exhibit B, and  
109 to prevent the use or further development of the Property in any manner that would conflict with  
110 these Conservation Attributes (“Conservation Purpose”). The Conservation Attributes are not  
111 likely to be adversely affected to any substantial extent by the continued use of the Property as  
112 authorized herein or by the use, maintenance or construction of those Structures (as defined  
113 below) that exist on the Property or are permitted herein.  
114  
115

116 ARTICLE III. LAND USE AND STRUCTURES  
117

118 A. General. This Article sets forth certain specific restrictions, prohibitions, and  
119 permitted activities, uses, and Structures under this Conservation Easement. Other than the  
120 specifically enumerated Provisions described below, any activity on or use of the Property that is  
121 otherwise consistent with the Conservation Purpose of this Conservation Easement is permitted.  
122 All manner of industrial activities and uses is prohibited. If Grantors believe or reasonably  
123 should believe that an activity not expressly prohibited by this Conservation Easement may have  
124 a significant adverse effect on the Conservation Purpose of this Conservation Easement,  
125 Grantors shall notify Grantees in writing before undertaking such activity.  
126

127 B. Agricultural Uses and Activities. “Agriculture,” or “Agricultural” as the context  
128 requires, means production and/or management of products such as livestock, poultry, crops,  
129 trees, shrubs, plants and other vegetation, and aquaculture, but not surface, sub-surface, or spring  
130 water. This includes, by way of example and not limitation, the related activities of tillage,  
131 fertilization, application of pesticides, herbicides and other chemicals, harvesting and mowing,  
132 and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such  
133 as horses, ponies, cattle, sheep, goats, hogs, and poultry.  
134

135 Agricultural uses and activities are prohibited on the Property. Commercial (as defined  
136 below) small animal kennel operations are prohibited.  
137

138 C. Commercial Uses and Activities. “Commercial” means any use or activity conducted  
139 by Grantors or a third party for the purpose of realizing a profit or other benefit to Grantors, their

140 designees, or such third party from the exchange of goods or services by sale, barter, or trade. In  
141 instances in which the Grantors or their designees are a governmental body or nonprofit  
142 corporation, Grantors may conduct only those Commercial uses or activities that are directly  
143 related to Grantors' or designees' legislatively and authorized powers or mission, respectively.  
144 Commercial activities and uses that are permitted shall be limited in scale to those appropriate to  
145 the size and location of the Property and shall not harm the Conservation Attributes. The  
146 following Commercial activities and uses are permitted:

147  
148 (1) Commercial Passive Recreational (as defined below) uses operated by the  
149 Grantors or their designees. Structures associated with these uses must be permitted according to  
150 Article III.E (3) below. Any Commercial Passive Recreational uses not prohibited by Articles  
151 III.C and III.D shall be limited to a de minimis amount; and

152  
153 (2) Commercial Ecosystems Services Marketing (as defined below) and  
154 Commercial Mitigation and Conservation Banking (as defined below), with approval of Grantees  
155 as per Article III.Q and Article V, and Commercial compensation from the implementation of  
156 appropriate conservation practices; provided, however, that Grantors may not earn Commercial  
157 compensation if the activities generating such compensation are required as a result of Grantors'  
158 violation of this Conservation Easement. Grantees shall not be entitled to any such  
159 compensation.

160  
161 D. Passive Recreational Uses and Activities. "Passive Recreation," or "Passive  
162 Recreational" as the context may require, means low-impact activities conducted outdoors,  
163 including, by way of example and not by way of limitation, nature study, walking, bicycling,  
164 running, bird watching, orienteering, hunting, fishing, hiking, kayaking, canoeing, and cross  
165 country skiing.

166  
167 Passive Recreational uses are permitted on the Property but shall be limited in scale to  
168 those appropriate to the size and location of the Property. Athletic fields and golf courses are  
169 prohibited on the Property.

170  
171 E. Structures, Buildings, Dwelling Units, and Means of Access. "Structure" means  
172 anything constructed or erected with a fixed location on the ground or attached to something  
173 having a fixed location on the ground. "Building" means any Structure which is designed, built,  
174 or occupied as a shelter for persons, animals, or personal property. "Dwelling Unit" means one  
175 or more rooms in a Building arranged for independent housekeeping purposes with: (i)  
176 furnishing for eating, living, and sleeping; (ii) the provisions for cooking; and (iii) the provisions  
177 for sanitation. "Means of Access" means gravel or paved driveways, lanes, farm roads, and  
178 parking areas meant to carry vehicular traffic to permitted uses and Structures.

179  
180 Dwelling Units are prohibited on the Property. The total number of all Dwelling Units on the  
181 Property shall never exceed zero (0).

182  
183 Structures, Buildings, and Means of Access are prohibited on the Property, except the  
184 following, which include those listed in Exhibit C:

186 (1) Non-residential Structures designed, constructed and utilized in connection with the  
187 Passive Recreational uses of the Property (for example: pedestrian and or bicycle bridge, bench,  
188 information and trail map kiosk);  
189

190 (2) Reasonable Means of Access serving the Structures set forth above in III.E and other  
191 permitted uses Grantors shall have all access reasonably necessary for the repair, construction,  
192 maintenance and operation of all Structures and Utilities needed for monitoring of and extracting  
193 water from the Paleochannel as deemed necessary by the Grantors ;  
194

195 (3) Fencing, fences, and gates, which may be constructed, maintained, improved,  
196 removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out  
197 activities permitted by this Conservation Easement, and in accordance with Article III.N below;  
198

199 (4) Structures permitted pursuant to Article III(Q); and  
200

201 (5) Well heads and other Structures designed, constructed and utilized in connection with  
202 water quality and quantity monitoring and extraction from the Paleochannel by Grantors.  
203

204 F. Utilities. Grantor may repair and replace existing Utilities (as defined below) and may  
205 install new Utilities as set forth herein. Utilities must be sized and designed to serve the Property  
206 and, except as pertains to Utilities related to and utilized in connection with water quality and  
207 quantity monitoring and extraction from the Paleochannel by Grantors shall not be installed for  
208 the purpose of facilitating development, use, or activities on an adjacent or other property or to  
209 serve an adjacent or other property. "Utilities" includes, but is not limited to, satellite dishes,  
210 electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells,  
211 water storage and delivery systems, telephone and communication systems and renewable energy  
212 systems (including but not limited to solar energy devices on a Building or, with approval of  
213 Grantees pursuant to Article V, on a Structure that is not a Building; geothermal heating and  
214 cooling systems, also known as ground source heat pump; wind energy devices; systems based  
215 on the use of waste products from the Property to the extent not prohibited by governmental  
216 regulations; and other renewable energy systems that are not prohibited by governmental  
217 regulations). Cellular communication Structures and systems are prohibited except when used  
218 for communication with wells. To the extent allowed by law, any net excess generation produced  
219 by such renewable energy installation(s) may be credited to the Grantors' utility bill or sold to  
220 the utility and shall not constitute Commercial activity.  
221

222 G. Access Across the Property. With the exception of access to Grantor's water supply  
223 facilities and supporting Utilities for which no prior written approval is required, no right-of-way  
224 for utilities or roadways shall be granted across the Property in conjunction with any industrial,  
225 commercial, or residential use or development of an adjacent or other property not protected by  
226 this Conservation Easement without the prior written approval of both Grantees, as per Article  
227 V.B.(ii). Notwithstanding the previous sentence, the Grantor may grant rights-of-way across the  
228 Property in connection with water quality and quantity monitoring and extraction from the  
229 Paleochannel by Grantor.  
230

231 H. Common Ownership; Subdivision. The two (2) separate parcels that constitute the

232 Property (tax map 100, a portion of parcel 2 and tax map 29, a portion of parcel 398) shall  
233 remain in common ownership as if the Property were only one (1) parcel. The division,  
234 partition, subdivision, or boundary line adjustment of the Property, including the lease of any  
235 portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20)  
236 years (“Subdivision,” or “Subdivided” as the case may be), is prohibited. Grantees, however,  
237 may approve the Subdivision of the Property for reasons which Grantees determine, in their sole  
238 discretion, are sufficiently extraordinary to justify an exception to the prohibition, in accordance  
239 with the provisions of Article V below.

240  
241 I. Buffer Requirements. A one-hundred (100) foot forested buffer strip along each side  
242 of the Leonard Pond Run and the North Prong of the Wicomico River is required on the  
243 Property. Grantors shall maintain such buffer strip if it currently exists, or allow it to naturally  
244 revegetate or plant such buffer strip with native species. Once established, Grantors shall not  
245 disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive  
246 Recreational uses which require water access and associated Structures, subject to Grantees’  
247 approval, per Article V; (3) control of non-native and invasive species or removal of dead,  
248 diseased, or infested trees as provided for in Article III.K below; (4) unpaved Trails (defined  
249 below) and access to portions of the Property which are accessible only by crossing said water  
250 body; (5) enhancement of Wetlands (as defined below), wildlife habitat or water quality; (6)  
251 existing well heads and other Structures designed, constructed and utilized in connection with  
252 water quality and quantity monitoring and extraction from the Paleochannel Grantor; and (7)  
253 Means of Access related to water supply Utilities. Grantors shall not store manure or compost  
254 nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or  
255 planting of native species, or control of invasive or diseased species) within the buffer strip.

256  
257 J. Wetlands. “Wetlands” means portions of the Property defined by Maryland state law  
258 or federal law as wetlands at the time of the proposed activity. The diking, draining, filling,  
259 dredging or removal of Wetlands is prohibited; provided, however, that (1) the creation,  
260 restoration and maintenance of Wetlands and man-made ponds is permitted with all necessary  
261 and appropriate permits.

262  
263 K. Forest Management. Commercial timber harvest on the Property is prohibited.

264  
265 Any burning, mowing, cutting, plowing, or other means of destruction or removal  
266 (collectively, “Removal” or “Remove” as the context requires) of trees, shrubs, grasses or other  
267 vegetation (collectively, “Vegetation”) is only permitted for the following purposes:

268  
269 (1) To Remove Vegetation which is non-native and invasive, or, based on a  
270 written report of a qualified forester, determined to be infested and/or diseased;

271  
272 (2) To Remove Vegetation necessary for the construction and maintenance of  
273 permitted Trails (as defined below), Means of Access and water supply and the Utilities  
274 necessary to maintain and extract water as deemed necessary by the Grantor;

275  
276 (3) To Remove Vegetation pursuant to forest management activities that may be  
277 required from time to time pursuant to and in compliance with the Forest Plan (defined below) as

278 long as said Plan abides by all terms of Article III.K and Removal is in compliance with the *Soil*  
279 *Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*  
280 (“Guidelines”), prepared by the Maryland Department of Environment, as they may be amended  
281 from time to time, or comparable provisions of any guidelines, regulations or other requirements  
282 which may replace the Guidelines in the future;

283

284 (4) To take action to combat a public safety hazard threatening the Property,  
285 adjacent and or surrounding lands, such as an active fire.

286

287 Within one year of the execution of this Conservation Easement, Grantors shall be and shall  
288 remain in compliance with a Forest Stewardship Plan (the “Forest Plan”) that pertains to the  
289 Property. The Forest Plan shall be prepared by a Maryland Department of Natural Resources  
290 ecologist, the Maryland Department of Natural Resources Forest Service, or by a forester  
291 licensed and registered in Maryland, and be reviewed and approved by Grantees. A copy of the  
292 Forest Plan shall be provided to Grantees no later than thirty (30) days after its completion. The  
293 primary objective of the Forest Plan shall be natural heritage protection, meaning the  
294 preservation and enhancement of native species diversity, habitat and surface water and  
295 groundwater quality and the secondary objective shall be soil conservation. At a minimum, the  
296 Forest Plan shall include:

297

298 1) an inventory of any physical and natural features of the Property (including wetlands,  
299 streams, water bodies, roads, Trails (as defined below), public use areas, special plant  
300 and wildlife habitats, rare or unique species and communities, and other  
301 environmentally sensitive features) including any features identified in this  
302 Conservation Easement;

303 2) a vegetation map and possibly a soils map and topographic map;

304 3) management strategies for sensitive habitats such as riparian areas (including the need  
305 to leave cover over water bodies and plans for the control or Removal of invasive and  
306 exotic species), rare, endangered or threatened species habitat, steep slopes, and the  
307 features identified in the inventory described in (1) above;

308 4) provisions in conformity with this Conservation Easement.

309

310 L. Dumping. Dumping or placing of soil or other substance or material as landfill, or  
311 dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery,  
312 hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and  
313 other materials on the Property is prohibited, whether by Grantors or third parties. Soil, rock,  
314 other earth materials, vegetative matter, or compost may not be placed except when reasonably  
315 required for: (1) permitted uses on the Property; or (2) the construction and/or maintenance of  
316 Structures, Buildings, and Means of Access permitted under this Conservation Easement; or (3)  
317 erosion control. This Conservation Easement does not permit or require Grantees to become an  
318 operator or to control any use of the Property that may result in the treatment, storage, disposal,  
319 or release of hazardous materials within the meaning of the Comprehensive Environmental  
320 Response, Compensation, and Liability Act of 1980, as amended.

321

322 M. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal  
323 of loam, peat, gravel, soil, rock, sand, or other material substance in a manner as to affect the

324 surface or otherwise alter the topography of the Property is prohibited, whether by Grantors or  
325 third parties, except for: (1) the purpose of combating erosion or flooding, (2) permitted uses on  
326 the Property, (3) Wetlands or stream bank restoration, or (4) the construction and/or maintenance  
327 of permitted Structures and associated Utilities, Means of Access, man-made ponds and wildlife  
328 habitat. Grantors shall not sell, transfer, lease, or otherwise separate any mineral rights, currently  
329 owned or later acquired, from the surface of the Property. All manner of surface mining is  
330 prohibited. Sub-surface mining or drilling is permitted for public water only.

331

332 N. Visual Screening. In order to maintain the scenic view of the Property from Naylor  
333 Mill Road set forth as a Conservation Attribute in Exhibit B, Grantors shall not erect, construct,  
334 assemble, or plant visual screening, including but not limited to stockade fences, tall berms, and  
335 dense hedges, that would, in Grantees' sole discretion, substantially block views of the Property  
336 from such public roadway.

337

338 O. Signage. Display of billboards, signs or advertisements is prohibited on or over the  
339 Property, except to: (1) state solely the name and/or address of the Property and/or the owners;  
340 (2) advertise the sale or lease of the Property; (3) advertise the Passive Recreational uses of the  
341 Property; (4) advertise the goods or services sold or produced in accordance with permitted  
342 Commercial uses of the Property; (5) commemorate the history of the Property, its recognition  
343 under local, state or federal historical registers, or its protection under this Conservation  
344 Easement or federal, state or local environmental or game laws; (6) provide directions to  
345 permitted uses and Structures on the Property; and/or (7) address hunting, fishing, or trespassing  
346 (including signs or blazes on trees, the latter of which may be unlimited in number, for the  
347 purpose of delineating Property boundaries, which Grantees encourage in order to prevent  
348 encroachments). No billboard, sign, or advertisement on or over the Property shall exceed  
349 sixteen (16) square feet. Multiple signs shall be limited to a reasonable number, shall be placed  
350 at least five hundred (500) feet apart, and shall be placed in accordance with applicable local  
351 regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of  
352 one hundred (100) feet apart or the distance required by law.

353

354 P. Reserved Rights Exercised to Minimize Damage. All rights reserved by Grantors or  
355 activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to  
356 minimize damage to the Conservation Attributes identified above and water quality, air quality,  
357 land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural  
358 topographic and open space character of the Property.

359

360 Q. Ecosystems Services, Ecosystems Services Marketing, and Mitigation and  
361 Conservation Banking. "Ecosystems Services" means the conditions and processes through  
362 which natural ecosystems (such as forests, wetlands, grasslands, and endangered species habitat  
363 and the species that inhabit them) provide services (such as air and water purification, flood  
364 control, carbon and nutrient scrubbing, soil formation, decomposition and filtration of waste,  
365 pollination of crops, provision of habitat) that sustain and fulfill healthy human and natural  
366 systems. "Ecosystems Services Marketing" means sale, trade, exchange or payment to conserve,  
367 establish or enhance a particular natural function or Ecosystems Service. "Mitigation and  
368 Conservation Banking" means current or future programs with state or federal agencies or  
369 private entities intended to provide incentive or compensation for the conservation of rare,

370 threatened or endangered species or communities by protecting or enhancing their habitats, or for  
371 other environmental preservation or enhancement efforts (such as Wetland mitigation, carbon  
372 credit, and similar programs).

373  
374 If Grantors wish to develop or enhance existing Ecosystems Services on the Property,  
375 Grantors may do so by installing vegetative treatments and by excavating, filling and grading for  
376 forest establishment, erosion control measures, streambed or stream bank restoration, habitat  
377 restoration or wetland creation or restoration; provided, however, that such actions must be  
378 consistent with the Conservation Attributes of the Property as they are identified in this  
379 Conservation Easement. If Grantor wishes to create wetlands in an historically upland area,  
380 Grantor may do so only if such area has either historical or current evidence of two or more of  
381 the following: (a) hydric soils; (b) hydrophytic vegetation; (c) wetland hydrology. In connection  
382 with such activities, Grantors may construct new Structures (including but not limited to dams,  
383 weirs, water flow control gates) but not new Buildings. Grantors reserve the right to enter into  
384 agreements whereby Grantors agree to manage or permit a third party to manage the natural  
385 resources associated with the Property in a specific manner consistent with this Conservation  
386 Easement. Grantors may also enter into overlay conservation easements; provided, however,  
387 that Grantees must approve any request to subordinate this Conservation Easement to an overlay  
388 conservation easement.

389  
390 With approval of Grantees as further set forth in Article V below, Grantors may engage  
391 in Ecosystems Services Marketing and/or Mitigation and Conservation Banking on the Property  
392 on a Commercial basis.

393  
394 R. Trails. Grantor may construct, relocate, maintain and use paved or unpaved foot and  
395 bicycle trails for Passive Recreational uses and activities (“Trails”) provided that such Trails are  
396 in compliance with the Trails Plan (defined herein). Paved Trails shall be no more than five (5)  
397 feet wide and shall be limited in scale to those appropriate to the size and location of the Property  
398 to ensure protection of the Conservation Attributes. Unpaved Trails shall be no more than six (6)  
399 feet wide. The use of motorized vehicles on Trails is prohibited except in the case of emergency  
400 or in connection with the construction, maintenance, or patrol of the Trails or for use by persons  
401 who need to use wheelchairs or power-driven mobility devices.

402  
403 Within one year of the execution of this Conservation Easement, Grantors shall be and shall  
404 remain in compliance with a Trail Management Plan (the “Trails Plan”) that pertains to the  
405 Property. The Trails Plan must be at all times reasonably current, but in no event more than five  
406 (5) years old. The Trails Plan shall be prepared by the Grantor and shall be reviewed and  
407 approved by Grantees as further set forth in Article V below. A copy of the Trails Plan shall be  
408 provided to Grantees no later than thirty (30) days after its completion. At a minimum the Trails  
409 Plans shall include:

- 410  
411 1) map(s) of all existing and planned Trails including topography, water bodies and  
412 Structures;  
413 2) erosion control and Paleochannel protection measures;  
414 3) plans for routine maintenance and upkeep of Trails; and  
415 4) plans including disturbance areas for the construction or relocation of Trails.

416 Trails shall be constructed, relocated, maintained and used in a manner that does not harm the  
417 Conservation Attributes.  
418  
419

420  
421 ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS  
422

423 Grantors retain the right to sell, devise, transfer, lease, mortgage or otherwise encumber  
424 the Property subject to the provisions of this Conservation Easement. Grantors hereby reserve the  
425 power and authority to exclusively manage and develop the water resources of the Property in  
426 the best interest of Grantor. Grantors hereby grant to Grantees all rights (except as specifically  
427 reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the  
428 Property, and the parties agree that such rights are terminated and extinguished and may not be  
429 used or transferred to any other property adjacent or otherwise, and may not be used for the  
430 purpose of calculating permissible lot yield of the Property or any other property. Grantors  
431 further agree that the Property shall not be used to provide required open space for the  
432 development or subdivision of another property, nor shall it be used in determining any other  
433 permissible residential, commercial or agricultural uses of another property.  
434

435  
436 ARTICLE V. GRANTEE APPROVAL PROCESS  
437

438 A. This Conservation Easement provides that, in specified circumstances, before  
439 Grantors can take certain actions Grantees must first give their permission, consent or approval.  
440 These specified circumstances include, but are not limited to:  
441

- 442 • location of a solar panel on a Structure that is not a Building, as per Article III.F  
443 or approval of a Structure the sole purpose of which is to hold a solar panel;
- 444 • access across the Property for utilities or roadways serving another property, as  
445 per Article III.G;
- 446 • Subdivision of the Property, as per Article III.H;
- 447 • Structures associated with Passive Recreational water uses, located within the  
448 100-foot buffer strip, as per Article III.I (2);
- 449 • the Forest Plan, as per Article III.K;
- 450 • use of the Property for Commercial Ecosystems Services Marketing or  
451 Mitigation and Conservation Banking, as per Article III.Q; and
- 452 • the Trails Plan, as per Article III.R.

453  
454 B. Whenever the Provisions of this Conservation Easement require the permission,  
455 consent or approval of Grantees, Grantors shall submit to Grantees a written and visual  
456 description of the request for which approval is sought, accompanied by such plats, maps,  
457 Subdivision plans, drawings, photographs, written specifications, or other materials as Grantees  
458 may need to consider the request. Said materials shall be submitted prior to any start of  
459 construction and in advance of, or concurrent with, application for permits from federal, state, or  
460 local governments. Grantees shall evaluate the submission for completion and may require that  
461 Grantors submit additional information necessary for a complete submission. When Grantees

462 deem the submission complete (“Request”), Grantees shall act on the Request within the  
463 timeframe provided for in Article V.C below.

464

465 (i) In evaluating the Request, each Grantee shall consider the specific Provision of  
466 this Conservation Easement requiring the approval, and said approval shall be granted or denied  
467 based on such Grantee’s sole discretion as to whether the Request conforms to the Conservation  
468 Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation  
469 Purpose of this Conservation Easement. Approval is required by both Grantees.

470

471 (ii) If Grantors, with the support of a state or local government, are seeking  
472 approval of access across the Property for utilities or roadways as referenced in Article III.G,  
473 Grantees shall consider, in addition to the Conservation Attributes listed in Article II and Exhibit  
474 B of this Conservation Easement and the Conservation Purpose of this Conservation Easement,  
475 the following:

476

- 477 1. Does the project serve a valid public purpose, promote the public interest,  
478 or provide a public benefit;
- 479 2. Can the project be located in an alternative site without significant  
480 expense to a public agency;
- 481 3. Has the project received the written support of a state or local government;
- 482 4. Does the project maximize the use of concealment methods, if applicable;
- 483 5. Is the location of the project acceptable to Grantees;
- 484 6. Will the project provide a private benefit to Grantors;
- 485 7. Will the party making the Request compensate Grantees for Grantees’  
486 actual administrative costs and/or attorneys’ fees (including but not  
487 limited to outside counsel fees) related to its review of the Request  
488 (whether or not such Request is approved), and, if approved, inspection of  
489 installation of the project, monitoring for violations and enforcement  
490 related to the project;
- 491 8. Has the party making the Request proffered acceptable mitigation, on or  
492 off the Property, to address the adverse impacts of the project and provide  
493 a net gain in Conservation Attributes, if feasible (for example, additional  
494 plantings, the grant of additional land, or a monetary payment).

495

496

497 C. Grantees shall each provide to Grantors a written decision regarding the Request  
498 within ninety (90) days after receipt of the Request, unless the time for consideration is extended  
499 by mutual agreement of the parties. Failure of either Grantee to act within the time provided  
500 shall be deemed an approval by such Grantee.

501

502 D. If an expert within the Maryland Department of Natural Resources advises Grantees  
503 of an occurrence of a rare, threatened, or endangered species that was not previously recognized  
504 on the Property, and that the habitat, survivability, or fitness for such species could be enhanced  
505 by a practice or activity which would otherwise result in a violation of a Provision of this  
506 Conservation Easement, Grantees, in their sole discretion, may approve of such a practice or  
507 activity.

508  
509 ARTICLE VI. ENFORCEMENT AND REMEDIES  
510

511 A. Grantees and their employees and agents shall have the right to enter the Property at  
512 reasonable times for the purpose of inspecting and surveying the Property to determine whether  
513 Grantors are complying with the Provisions of this Conservation Easement. Grantees shall  
514 provide prior notice to Grantors at their last known address, unless Grantees determine that  
515 immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of  
516 this Conservation Easement which poses a serious or potentially permanent threat to Conservation  
517 Attributes, in which latter case prior reasonable notice is not required.  
518

519 In the course of such inspection, Grantees may inspect the interior of Buildings and  
520 Structures permitted by Article III.E (1), III.E (4) and III.E (5) for the purpose of determining  
521 compliance with this Conservation Easement. In the event that a dispute arises between Grantees  
522 and Grantors as to whether a Building or Structure is a Dwelling Unit which would not otherwise  
523 be permitted by this Conservation Easement, such Building or Structure shall be deemed to  
524 contain a Dwelling Unit unless proven otherwise by the Grantors.  
525

526 B. Upon any breach of a Provision of this Conservation Easement by Grantors, Grantees  
527 may institute suit to enjoin any such breach or enforce any Provision by temporary, *ex parte*  
528 and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining  
529 order, whether by *in rem*, *quasi in rem* or *in personam* jurisdiction; and require that the Property  
530 be restored promptly to the condition required by this Conservation Easement at the expense of  
531 Grantors. Before instituting such suit, Grantees shall give notice to Grantors and provide a  
532 reasonable time for cure; provided, however, that Grantees need not provide such notice and cure  
533 period if Grantees determine that immediate action is required to prevent, terminate or mitigate a  
534 suspected or actual breach of this Conservation Easement.  
535

536 Grantees' remedies shall be cumulative and shall be in addition to all appropriate legal  
537 proceedings and any other rights and remedies available to Grantees at law or equity. If Grantors  
538 are found to have breached any of Grantors' obligations under this Conservation Easement,  
539 Grantors shall reimburse Grantees for any costs or expenses incurred by Grantees, including court  
540 costs and reasonable attorneys' fees except in the case of a legitimate dispute relating to Grantors'  
541 rights regarding the use of the Paleochannel.  
542

543 C. No failure or delay on the part of Grantees to enforce any Provision of this  
544 Conservation Easement shall discharge or invalidate such Provision or any other Provision or  
545 affect the right of Grantees to enforce the same in the event of a subsequent breach or default.  
546

547 D. Each Grantee has independent authority to enforce the Provisions of this  
548 Conservation Easement. In the event that the Grantees do not agree as to whether the Grantors  
549 are complying with the Provisions, each Grantee may proceed with enforcement actions without  
550 the consent of the other Grantee.  
551

552 Notwithstanding the above, Grantees have agreed that LSLT shall have the primary duty  
553 to monitor the Property and to take initial steps toward enforcement of the Provisions of this  
554 Conservation Easement.  
555

556  
557 ARTICLE VII. PUBLIC ACCESS  
558

559 Grantors shall provide the public with substantial and regular access to the Property for  
560 Passive Recreational uses and activities. Consistent with the above, Grantors shall have the right  
561 to make guidelines, rules and regulations for different types of such Passive Recreational uses  
562 and activities and to control or limit any such public access, by posting or other means, to assure  
563 compliance with the Conservation Purpose of this Conservation Easement and in order to  
564 prevent unreasonable interference with Grantor’s reserved rights hereunder and other lawful uses  
565 of the Property. Grantees claim all of the rights and immunities against liability for injury to the  
566 public to the fullest extent of the law under the Md. Ann. Code, Natural Resources, Section 5-  
567 1101, et seq.  
568

569  
570 ARTICLE VIII. BASELINE DOCUMENTATION  
571

572 The parties acknowledge that Exhibits A – F (collectively, the “Baseline  
573 Documentation”) reflect the legal description of the Property, existing uses, location,  
574 Conservation Attributes and Structures, Buildings, and Dwelling Units on the Property as of the  
575 date of this Conservation Easement. Grantors hereby certify that the attached Exhibits are  
576 sufficient to establish the condition of the Property at the time of the granting of this  
577 Conservation Easement. All Exhibits are hereby made a part of this Conservation Easement:  
578

579 A. Exhibit A: Boundary Description and Property Reference is attached hereto and  
580 made a part hereof. Exhibit A consists of four (4) pages.  
581

582 B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit  
583 B consists of six (6) pages.  
584

585 C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof.  
586 Exhibit C consists of one (1) page.  
587

588 D. Exhibit D: Color Digital Images of the Property are not recorded herewith but are  
589 kept on file at the principal office of the Maryland Environmental Trust and are fully and  
590 completely incorporated into this Conservation Easement as though attached hereto and  
591 made a part hereof. A list of the image numbers, vantage points, and image descriptions  
592 is recorded herewith. Exhibit D consists of a photo point map, twenty-nine (29) color  
593 digital images and two (2) pages.  
594

595 E. Exhibit E: Aerial Photograph of the Property is not recorded herewith but kept on file  
596 at the principal office of the Maryland Environmental Trust and is fully and completely  
597 incorporated into this Conservation Easement as though attached hereto and made a part

598 hereof. Exhibit E consists of one (1) page.  
599

600 F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto.  
601 This is to be used only by Grantees as an aid for locating the Property. It is not a plat or  
602 legal description of the Property. Exhibit F consists of one (1) page.  
603  
604

605 ARTICLE IX. DUTIES AND WARRANTIES OF GRANTORS  
606

607 A. Change of Ownership. In order to provide Grantees with notice of a change in  
608 ownership or other transfer of an interest in the Property, Grantors agree to notify Grantees in  
609 writing of the names and addresses of any party to whom the Property, or any part thereof, is  
610 transferred in accordance with Section 10-705 of Real Property Article, Ann. Code of Maryland,  
611 or such other comparable provision as it may be amended from time to time. Grantors, their  
612 personal representatives, heirs, successors and assigns further agree to make specific reference to  
613 this Conservation Easement in a separate paragraph of any subsequent deed or other legal  
614 instrument by which any interest in the Property is conveyed.  
615

616 B. Subordination. Grantors certify that all mortgages, deeds of trust, or other liens  
617 (collectively "Liens"), if any, affecting the Property are subordinate to, or shall at time of  
618 recordation become subordinate to, the rights of Grantees under this Conservation Easement.  
619 Grantors have provided, or shall provide, a copy of this Conservation Easement to all mortgagees  
620 of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders")  
621 already affecting the Property or which will affect the Property prior to the recording of this  
622 Conservation Easement, and shall also provide notice to Grantees of all such Liens. Each of the  
623 Lienholders has subordinated, or shall subordinate prior to recordation of this Conservation  
624 Easement, its Lien to this Conservation Easement either by signing a subordination instrument  
625 contained at the end of this Conservation Easement which shall become a part of this  
626 Conservation Easement and recorded with it, or by recording a separate subordination agreement  
627 pertaining to any such Lien.  
628

629 C. Real Property Taxes. Except to the extent provided for by State or local law, nothing  
630 in this Conservation Easement shall relieve Grantors of the obligation to pay taxes in connection  
631 with the ownership or transfer of the Property.  
632

633 D. Warranties. The grantors who signed this Conservation Easement on the date set  
634 forth above ("Original Grantors") are the sole owner(s) of the Property in fee simple and have  
635 the right and ability to convey this Conservation Easement to Grantees. The Original Grantors  
636 warrant that the Property is free and clear of all rights, restrictions, and encumbrances other than  
637 those subordinated to this Conservation Easement or otherwise specifically agreed to in writing  
638 by the Grantees. The Original Grantors warrant that they have no actual knowledge of any use  
639 or release of hazardous waste or toxic substances on the Property that is in violation of a federal,  
640 state, or local environmental law and will defend, indemnify, and hold Grantees harmless against  
641 any claims of contamination from such substances. The Original Grantors warrant that Exhibit C  
642 is an exhaustive list of all Dwelling Units on the Property.  
643

644 E. Continuing Duties of Grantors. For purposes of this Conservation Easement,  
645 “Grantors” shall mean only, at any given time, the then current fee simple owner(s) of the  
646 Property and shall not include the Original Grantors or other successor owners preceding the  
647 current fee simple owner(s) of the Property, except that if any such preceding owners have  
648 violated any term of this Conservation Easement, they shall continue to be liable therefor.  
649

650  
651 ARTICLE X. TERMINATION  
652

653 As set forth in Article I above, this Conservation Easement is granted in perpetuity.  
654 Grantees have determined that the Conservation Attributes set forth in Exhibit B constitute a  
655 valued public purpose worthy of permanent protection. Notwithstanding the preceding two  
656 sentences, this Conservation Easement may be terminated only due to extraordinary  
657 circumstances and only by way of Article X. A or B below.  
658

659 A. Judicial Extinguishment. This Conservation Easement may be extinguished, other  
660 than as set forth in Art. X.B below, only if a court with jurisdiction, at the joint request of  
661 Grantors and Grantees, determines that conditions on or surrounding the Property have changed  
662 such that it has become impossible or impractical to fulfill the Conservation Purpose.  
663

664 B. Condemnation. This Conservation Easement may be terminated through  
665 condemnation proceedings if condemnation of a part or all of the Property by a public authority  
666 renders it impossible or impractical to fulfill the Conservation Purpose. Grantees may, at their  
667 option, join in the negotiations or proceedings at any time to object to the taking and to recover  
668 the full value of the interests in the property subject to the taking and all incidental or direct  
669 damages resulting from the taking. All expenses reasonably incurred by the parties to this  
670 Conservation Easement in connection with such taking shall be paid out of the recovered  
671 proceeds. No compensation shall, however, be due to LSLT if the condemnation proceeding is  
672 brought by Grantors to maintain, protect, develop or expand water production in the  
673 Paleochannel for the benefit of the City of Salisbury.  
674

675 C. Proceeds. The granting of this Conservation Easement gives rise to a property right,  
676 immediately vested in Grantees, with a fair market value at least equal to the ratio of the value of  
677 this Conservation Easement on the effective date of this grant to the value of the Property  
678 without deduction for the value of the Conservation Easement on the effective date of this grant.  
679

680 If this Conservation Easement is terminated in whole or in part, whether by judicial  
681 extinguishment or condemnation, Grantees shall be entitled to a percentage of the gross sale  
682 proceeds or condemnation award equal to the greater of: (i) the proportion that the value of this  
683 Conservation Easement at the time of the conveyance bears to the then value of the Property as a  
684 whole; or (ii) the proportion that the value of this Conservation Easement at the time of  
685 extinguishment or condemnation bears to the then value of the Property as a whole. Such  
686 proceeds received by Grantees shall be used by Grantees in a manner consistent with the  
687 Conservation Purpose of the original contribution. This paragraph is subject to any applicable  
688 Maryland or Federal statutes, including but not limited to Section 12-104(g) of Real Property  
689 Article, Ann. Code of Maryland.

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ARTICLE XI. MISCELLANEOUS

A. Assignment. Each Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. If any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the assigning Grantee. If said Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, then Grantors shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC. No assignment may be made by any Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

B. Amendment. Grantors and Grantees recognize that circumstances could arise that justify an amendment of certain of the Provisions contained in this Conservation Easement. To this end, Grantors and Grantees have the right to agree to amendments to this Conservation Easement; provided, however, that:

(1) No amendment shall be allowed if it would adversely affect the qualification of this Conservation Easement or the status of Grantees under any applicable state or federal law, including Section 170(h) of the Internal Revenue Code;

(2) No amendment shall be allowed if it would create private inurement or private benefit;

(3) Proposed amendments will not be approved unless, in the opinion of each Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the original Grantors and the fiduciary obligation of the Grantees to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantee's amendment policy at the time that the amendment is requested;

(4) The amendment must be in conformity with all of each Grantee's policies in effect at the time of the amendment;

(5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and

(6) The amendment must be recorded among the Land Records in the county or counties

736 where this Conservation Easement is recorded.

737

738 Grantors and Grantees may agree to an amendment in lieu of engaging in full  
739 condemnation proceedings; provided that Grantees determine that the exercise of condemnation  
740 would be lawful, the best interest of all parties would be better served by negotiating a settlement  
741 with the condemning authority, and the Grantees receive and use compensation as set forth in  
742 Art. X.C above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and  
743 (6).

744

745 Proposed amendments that exceed the discretion granted to the Grantors and Grantees  
746 pursuant to this Provision are permitted only if they are authorized by a Maryland court having  
747 jurisdiction, and in evaluating any such proposed amendment, the court shall apply the law of  
748 charitable trusts as then in effect in the State of Maryland. Nothing in this Article XI.B shall  
749 require Grantors or Grantees to (i) agree to any amendment; or (ii) consult or negotiate regarding  
750 any amendment.

751

752 C. Compliance with Other Laws. The Provisions of this Conservation Easement do not  
753 replace, abrogate or otherwise set aside any local, state or federal laws, requirements or  
754 restrictions imposing limitations on the use of the Property.

755

756 In the event that any applicable state or federal law imposes affirmative obligations on  
757 owners of land which if complied with by Grantors would be a violation of a Provision of this  
758 Conservation Easement, Grantors shall: (i) if said law requires a specific act without any  
759 discretion on the part of Grantor, comply with said law and give Grantees written notice of  
760 Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days  
761 from the time Grantors begins to comply; or (ii) if said law leaves to Grantors' discretion how to  
762 comply with said law, use the method most protective of the Conservation Attributes of the  
763 Property listed herein and in Exhibit B and give Grantees written notice of Grantors' compliance  
764 as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors  
765 begin to comply.

766

767 D. Construction. This Conservation Easement shall be construed to promote the  
768 purposes of the statutes creating and governing the Maryland Environmental Trust, the purposes  
769 of Section 2-118 of Real Property Article, Ann. Code of Maryland, and the Conservation  
770 Purpose. This Conservation Easement shall be interpreted under the laws of the State of  
771 Maryland, resolving any ambiguities and questions of the validity of specific provisions in a  
772 manner consistent with the Conservation Purpose.

773

774 E. Entire Agreement and Severability. This instrument sets forth the entire agreement of  
775 the parties with respect to the Conservation Easement and supersedes all prior discussions,  
776 negotiations, understandings or agreements relating to this Conservation Easement. If any  
777 Provision is found to be invalid, the remainder of the Provisions of this Conservation Easement,  
778 and the application of such Provision to persons or circumstances other than those as to which it  
779 is found to be invalid, shall not be affected thereby.

780

781 F. Joint and Several. If Grantors at any time own the Property in joint tenancy, tenancy

782 by the entireties or tenancy in common, all such tenants shall be jointly and severally liable for  
783 all obligations set forth in this Conservation Easement.  
784

785 G. Recordation. Grantees shall record this instrument in a timely fashion among the  
786 Land Records of Wicomico County, Maryland, and may re-record it at any time as may be  
787 required to preserve their rights under this Conservation Easement.  
788

789 H. Notice to Grantees. Any notices by Grantors to Grantees pursuant to any Provision  
790 hereof shall be sent by registered or certified mail, return receipt requested, addressed to:

791 Maryland Environmental Trust  
792 100 Community Place, Third Floor  
793 Crownsville, Maryland 21032  
794

795  
796 and to

797 Lower Shore Land Trust, Inc.  
798 100 River Street  
799 Snow Hill, Maryland 21863  
800

801  
802 or to such other addresses as Grantees may establish in writing on notification to Grantors, or to  
803 such other address as Grantors know to be the actual location(s) of Grantees.  
804

805 I. Counterpart Signatures. The parties may execute this Conservation Easement in two  
806 or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart  
807 shall be deemed an original instrument as against any party who has signed it. In the event of  
808 any disparity between the counterparts produced, the recorded counterpart shall be controlling.  
809

810 J. Captions. The captions in this Conservation Easement have been inserted solely for  
811 convenience of reference and are not a part of this instrument. Accordingly, the captions shall  
812 have no effect upon the construction or interpretation of the Provisions of this Conservation  
813 Easement.  
814

815 TO HAVE AND TO HOLD unto the Maryland Environmental Trust and the Lower  
816 Shore Land Trust, Inc., their successors and assigns, forever. The covenants agreed to and the  
817 terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantors, their  
818 survivors, agents, personal representatives, heirs, assigns and all other successors to them in  
819 interest, and shall continue as a servitude running in perpetuity with the Property.  
820

821 AND Grantors covenant that they have not done or suffered to be done any act, matter or  
822 thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will  
823 warrant specially the Property granted and that they will execute such further assurances of the  
824 same as may be requisite.  
825  
826  
827

828 IN WITNESS WHEREOF, Grantors and Grantees have hereunto set their hands and  
829 seals the day and year above written.

830  
831 GRANTOR:

832 THE CITY OF SALISBURY, a body politic of the State of  
833 Maryland  
834

835  
836  
837 By: \_\_\_\_\_ (SEAL)  
838 Jacob R. Day, Mayor  
839

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841  
842 By: \_\_\_\_\_ (SEAL)  
843 John R. Heath, President, City Council  
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846  
847 By: \_\_\_\_\_ (SEAL)  
848 Laura Mitchell, Vice President, City Council  
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852 By: \_\_\_\_\_ (SEAL)  
853 April Jackson, City Councilwoman  
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857 By: \_\_\_\_\_ (SEAL)  
858 Muir Boda, City Councilman  
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862 By: \_\_\_\_\_ (SEAL)  
863 James Ireton, Jr., City Councilman  
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867 STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:  
868

869 I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the  
870 subscriber, a Notary Public of the State aforesaid, personally appeared Jacob R. Day, known to  
871 me (or satisfactorily proven) to be a Mayor of the City of Salisbury, Grantor of the foregoing  
872 Deed of Conservation Easement and acknowledged that he executed the same for the purposes  
873 therein contained and in my presence signed and sealed the same.

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WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the subscriber, a Notary Public of the State aforesaid, personally appeared John R. Heath, known to me (or satisfactorily proven) to be President, City Council of the City of Salisbury, Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Laura Mitchell, known to me (or satisfactorily proven) to be Vice President, City Council of the City of Salisbury, Grantor of the foregoing Deed of Conservation Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the

920 subscriber, a Notary Public of the State aforesaid, personally appeared April Jackson, known to  
921 me (or satisfactorily proven) to be City Councilwoman of the City of Salisbury, Grantor of the  
922 foregoing Deed of Conservation Easement and acknowledged that she executed the same for the  
923 purposes therein contained and in my presence signed and sealed the same.

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925

926 WITNESS my hand and Notarial Seal.

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928

929 \_\_\_\_\_  
Notary Public  
930 My Commission Expires: \_\_\_\_\_

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935 STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

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938 I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the  
939 subscriber, a Notary Public of the State aforesaid, personally appeared Muir Boda, known to me  
940 (or satisfactorily proven) to be City Councilman of the City of Salisbury, Grantor of the  
941 foregoing Deed of Conservation Easement and acknowledged that he executed the same for the  
942 purposes therein contained and in my presence signed and sealed the same.

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945 WITNESS my hand and Notarial Seal.

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948 \_\_\_\_\_  
Notary Public  
949 My Commission Expires: \_\_\_\_\_

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953 STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

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956 I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the  
957 subscriber, a Notary Public of the State aforesaid, personally appeared James Ireton, Jr., known  
958 to me (or satisfactorily proven) to be City Councilman of the City of Salisbury, Grantor of the  
959 foregoing Deed of Conservation Easement and acknowledged that he executed the same for the  
960 purposes therein contained and in my presence signed and sealed the same.

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963 WITNESS my hand and Notarial Seal.

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\_\_\_\_\_  
Notary Public

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My Commission Expires: \_\_\_\_\_

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ACCEPTED BY GRANTEES:

MARYLAND ENVIRONMENTAL TRUST

BY: \_\_\_\_\_ (SEAL)      DATE: \_\_\_\_\_  
          William H. Leahy II  
          Director

LOWER SHORE LAND TRUST, INC.,  
a Maryland nonprofit corporation

BY: \_\_\_\_\_ (SEAL)      DATE: \_\_\_\_\_  
          Hugh Cropper IV  
          Chair

I hereby certify this deed was prepared by or under the supervision of  
\_\_\_\_\_, an attorney admitted to practice by the Court of Appeals of  
Maryland.

\_\_\_\_\_

Approved as to legal form and sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
“Approved” means the document meets the legal requirements for a deed of conservation  
easement; it does not mean approval or disapproval of the transaction.

\_\_\_\_\_  
Assistant Attorney General

1005 Deed of Conservation Easement  
1006 THE CITY OF SALISBURY, Grantors  
1007 Maryland Environmental Trust and Lower Shore Land Trust, Inc., Grantees  
1008

1009 **BASELINE DOCUMENTATION REPORT**  
1010 **September 28, 2016**

- 1011
- |      |           |  |
|------|-----------|--|
| 1012 | EXHIBIT A | Boundary Description and Property Reference      |
| 1013 | EXHIBIT B | Conservation Attributes                          |
| 1014 | EXHIBIT C | Inventory of Existing Structures                 |
| 1015 | EXHIBIT D | Color Digital Images of the Property             |
| 1016 |           |  |
| 1017 | EXHIBIT E | Aerial Photograph of the Property                |
| 1018 | EXHIBIT F | Tax Map Showing Approximate Location of Property |

1019 This Baseline Documentation Report was prepared by Ann Gutierrez Carlson, a conservation  
1020 easement planner at the Maryland Environmental Trust (“Preparer”). The Preparer has been  
1021 employed at the Maryland Environmental Trust for eight years and has been trained to document  
1022 property specific information necessary to develop this Baseline Documentation Report. The  
1023 Preparer has considerable field experience and attends regular trainings, conferences, and  
1024 professional development seminars to expand and enhance her skill set. In addition, the Preparer  
1025 has college and/or graduate level course work in forestry, ecological restoration, population  
1026 ecology, biology, wetland ecology, insect ecology, natural resource management, herbaceous  
1027 and woody plant identification, water resources, land use planning, conservation planning and  
1028 Geographic Information Systems.

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\_\_\_\_\_  
Signature of Preparer

\_\_\_\_\_  
Date

Deed of Conservation Easement  
THE CITY OF SALISBURY  
Boundary Description and Property Reference  
Exhibit A  
Page One of Four

**Tax Map 29, Parcel 398**

Beginning for the same at a point on the northerly right of way line of Naylor Mill Road near the easterly side of the bridge crossing the Little Burnt Branch. Said point of beginning being labeled as "P.O.B." on a plat entitled "Exhibit A, Conservation Easement Survey, Naylor Mill Road & Jersey Road", prepared by the City of Salisbury and dated September 2016.

- 1) Thence by and with the northerly line of the said Naylor Mill Road North 83 degrees 27 minutes 36 seconds West a distance of 286.44 feet to a point at the southeasterly corner of lands of Sadhak G. Hernandez, et.al. (map 29, parcel 353).
- 2) Thence by and with the easterly line of the said Hernandez land North 07 degrees 23 minutes 24 seconds East a distance of 291.03 feet to a point.
- 3) Thence continuing with northerly line of the said Hernandez land North 82 degrees 48 minutes 41 seconds West a distance of 150.00 feet to a point.
- 4) Thence continuing with westerly line of the said Hernandez land South 07 degrees 11 minutes 23 seconds West a distance of 286.76 feet to a point on the said northerly line of Naylor Mill Road.
- 5) Thence by and with the said line of Naylor Mill Road North 79 degrees 37 minutes 58 seconds West a distance of 107.75 feet to a point.
- 6) Thence continuing with the said line of Naylor Mill Road North 78 degrees 58 minutes 38 seconds West a distance of 1346.55 feet to a point at the southeasterly corner of lands of Anne L Rucker-Carter (map 29, parcel 395).
- 7) Thence by and with the easterly line of the said Rucker-Carter land North 11 degrees 01 minutes 28 seconds East a distance of 204.99 feet to a point.
- 8) Thence continuing with the northerly line of the said Rucker-Carter land North 78 degrees 58 minutes 16 seconds West a distance of 54.00 feet to a point at the southeasterly corner of the lands of the Charity Methodist Church land.
- 9) Thence by and with the easterly line of the said Church land North 12 degrees 14 minutes 34 seconds East a distance of 74.93 feet to a point.
- 10) Thence continuing with the said Church land North 42 degrees 11 minutes 04 seconds East a distance of 196.21 feet to a point.
- 11) Thence continuing with the northerly line of the said Church land North 74 degrees 42 minutes 22 seconds West a distance of 230.77 feet to a point on the easterly line of Jersey Road.
- 12) Thence by and with the said line of Jersey Road North 10 degrees 15 minutes 02 seconds East a distance of 200.78 feet to a point at the southwesterly corner of lands of Thomas A. Bailey, et.al.
- 13) Thence by and with the southerly line of the said Bailey land South 80 degrees 15 minutes 22 seconds East a distance of 190.61 feet to a point.
- 14) Thence continuing with the easterly line of the said Bailey land North 09 degrees 44 minutes 33 seconds East a distance of 98.87 feet to a point.
- 15) Thence continuing with the northerly line of the said Bailey land North 80 degrees 15 minutes 12 seconds West a distance of 195.69 feet to a point on the easterly line of the said Jersey Road.
- 16) Thence by and with the said line of Jersey Road North 06 degrees 26 minutes 53 seconds East a distance of 79.78 feet to a point.

1079 Deed of Conservation Easement  
1080 THE CITY OF SALISBURY  
1081 Boundary Description and Property Reference  
1082 Exhibit A  
1083 Page Two of Four  
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- 1085 17) Thence continuing with the said line of Jersey Road North 11 degrees 32 minutes 51 seconds  
1086 East a distance of 263.91 feet to a point.
- 1087 18) Thence continuing with the said line of Jersey Road North 16 degrees 39 minutes 29 seconds  
1088 East a distance of 106.47 feet to a point at the centerline of the aforementioned Little Burnt  
1089 Branch.
- 1090 19) Thence by and with the centerline of the said Little Burnt Branch to the easterly high water mark  
1091 of Leonard Mill Run. Said centerline of Little Burnt Branch defined by the following ten lines of  
1092 traverse:
- 1093 a. South 50 degrees 35 minutes 16 seconds East a distance of 147.57 feet to a point.
  - 1094 b. South 31 degrees 19 minutes 39 seconds East a distance of 112.36 feet to a point.
  - 1095 c. South 01 degrees 53 minutes 51 seconds West a distance of 363.61 feet to a point.
  - 1096 d. South 58 degrees 19 minutes 43 seconds East a distance of 375.55 feet to a point.
  - 1097 e. North 58 degrees 25 minutes 48 seconds East a distance of 352.37 feet to a point.
  - 1098 f. South 72 degrees 59 minutes 32 seconds East a distance of 255.96 feet to a point.
  - 1099 g. South 44 degrees 14 minutes 29 seconds East a distance of 128.20 feet to a point.
  - 1100 h. South 85 degrees 09 minutes 24 seconds East a distance of 402.93 feet to a point.
  - 1101 i. South 59 degrees 20 minutes 38 seconds East a distance of 237.64 feet to a point.
  - 1102 j. South 43 degrees 23 minutes 01 seconds East a distance of 116.11 feet to a point at the  
1103 intersection of the easterly high water mark of Leonard Mill Run and Little Burnt Branch.
- 1104 20) Thence by and with the said line of Little Burnt Branch to the point of beginning. Said line of  
1105 Little Burnt Branch defined by the following two traverse lines:
- 1106 a. South 23 degrees 01 minutes 03 seconds East a distance of 504.87 feet to a point.
  - 1107 b. South 57 degrees 04 minutes 28 seconds West a distance of 225.14 feet to the point of  
1108 beginning.
- 1109 Containing 33.05 acres, more or less.  
1110

1111 **Tax Map 100, P/O Parcel 2**

1112 Beginning for the same at a point on the northerly right of way line of Naylor Mill Road near the  
1113 easterly side of the bridge crossing the Little Burnt Branch. Said point of beginning being labeled as  
1114 "P.O.B." on a plat entitled "Exhibit A, Conservation Easement Survey, Naylor Mill Road & Jersey Road",  
1115 prepared by the City of Salisbury and dated September 2016.

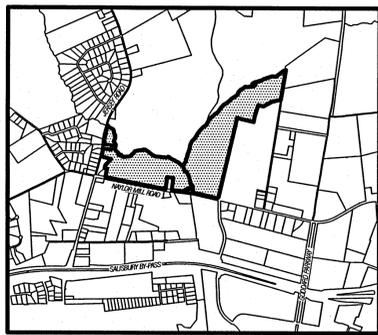
- 1116 1) Thence by and with the easterly high water mark of Little Burnt Branch and Leonard Mill  
1117 Run to the northernmost corner of the herein described parcel. Said line of Little Burnt  
1118 Branch and Leonard Mill Run defined by the following seven traverse lines:
- 1119 a. By and with the said easterly line of Little Burnt Branch North 57 degrees 04 minutes  
1120 28 seconds East a distance of 225.14 feet to a point.
  - 1121 b. North 23 degrees 01 minutes 03 seconds West a distance of 504.87 feet to a point  
1122 at the said easterly line of Leonard Mill Run.
  - 1123 c. Continuing with the said line of Leonard Mill Run North 21 degrees 01 minutes 05  
1124 seconds East a distance of 707.27 feet to a point.
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Boundary Description and Property Reference  
Exhibit A  
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- d. North 41 degrees 10 minutes 21 seconds East a distance of 825.88 feet to a point.
  - e. North 53 degrees 51 minutes 30 seconds East a distance of 1117.61 feet to a point.
  - f. North 68 degrees 53 minutes 17 seconds East a distance of 531.67 feet to a point.
  - g. North 55 degrees 57 minutes 06 seconds East a distance of 269.68 feet to a point on the westerly line of the unimproved portion of Paleo Lane.
- 2) Thence by and with the said line of Paleo Lane South 09 degrees 21 minutes 23 seconds West a distance of 702.71 feet to a point at the northeasterly corner of lands to be transferred to Wicomico County by the City of Salisbury at a future date.
- 3) Thence by and with said future Wicomico County lands the following five courses:
- a. South 77 degrees 13 minutes 47 seconds West a distance of 215.57 feet to a point.
  - b. South 62 degrees 19 minutes 05 seconds West a distance of 232.13 feet to a point.
  - c. North 76 degrees 47 minutes 37 seconds West a distance of 120.56 feet to a point.
  - d. South 18 degrees 16 minutes 17 seconds West a distance of 271.37 feet to a point.
  - e. South 11 degrees 08 minutes 39 seconds West a distance of 136.04 feet to a point on the current northerly line of the lands of Wicomico County (map 100, p/o parcel 2, "Parcel A").
- 4) Thence by and with the said line of Wicomico County North 76 degrees 47 minutes 37 seconds West a distance of 399.90 feet to a point at the northeasterly corner of lands of Wicomico County for the purpose of a private road known as Scenic Drive (map 100, p/o parcel 2, "Parcel B").
- 5) Thence by and with the said line of Wicomico County, Scenic Drive, South 13 degrees 12 minutes 23 seconds West a distance of 1935.60 feet to a point.
- 6) Thence continuing with the said line of Wicomico County South 58 degrees 12 minutes 23 seconds West a distance of 28.28 feet to a point being 10.00 feet from the northerly line of Naylor Mill Road.
- 7) Thence South 13 degrees 12 minutes 23 seconds West a distance of 10.00 feet to a point on the said line of Naylor Mill Road.
- 8) Thence by and with the said line of Naylor Mill Road North 76 degrees 47 minute 36 seconds West a distance of 474.02 feet to a point of curvature of Naylor Mill Road.
- 9) Thence by and with said curve, to the left, having a radius of 1930.08 feet and a length of 224.56 feet, a chord bearing of North 80 degrees 07 minutes 35 seconds West a chord distance of 224.43 feet to a point.
- 10) Thence continuing with the said line of Naylor Mill Road North 83 degrees 27 minutes 36 seconds West a distance of 112.41 feet to the point of beginning.  
Containing 59.24 acres, more or less.

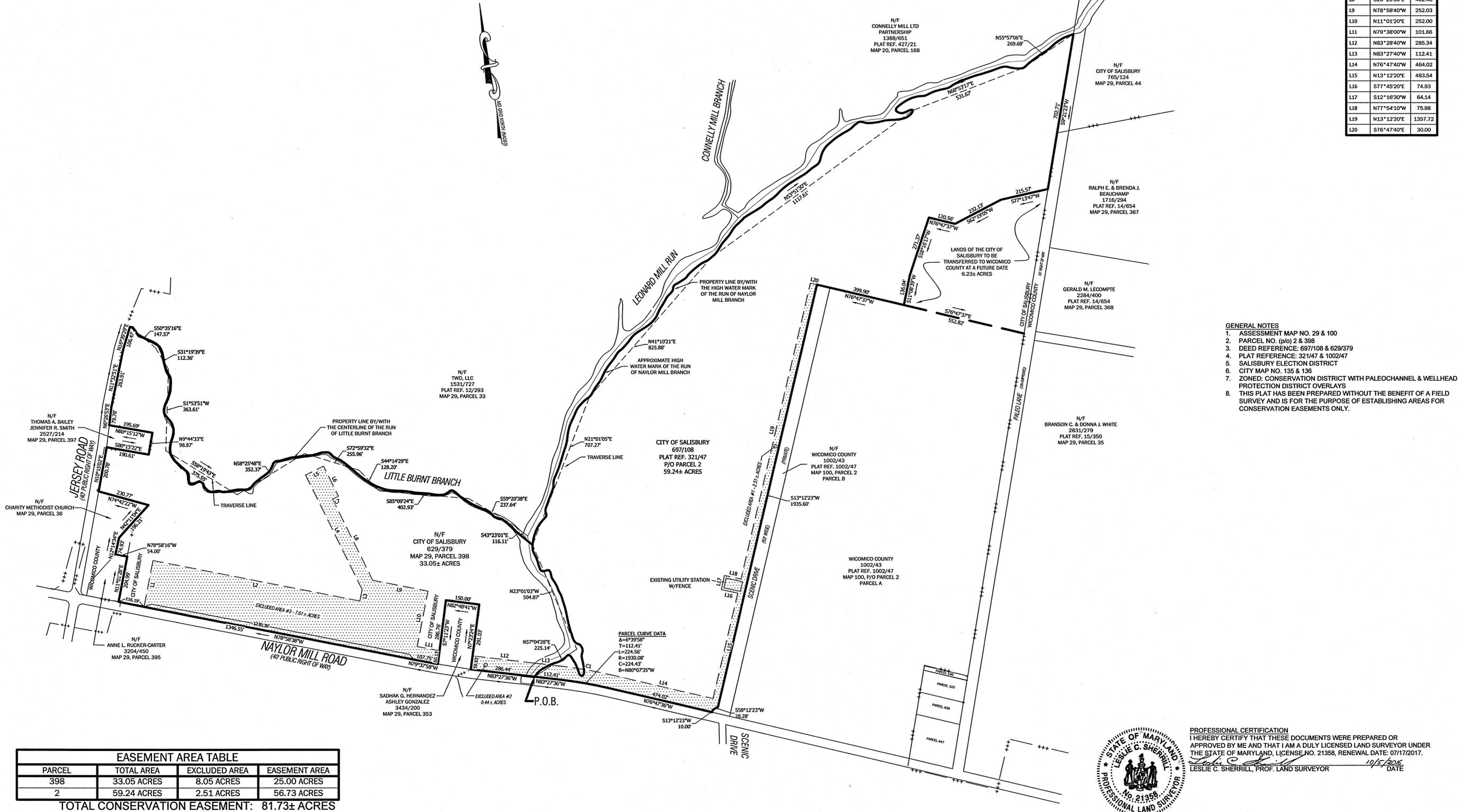
Excepting from the herein described lands those areas designated as "Excluded Area #1", "Excluded Area #2" and "Excluded Area #3 on the aforementioned plat from the Conservation Easement.  
Containing the following acreages:  
Excluded Area #1 – 2.51 acres, more or less  
Excluded Area #2 – 0.44 acres, more or less  
Excluded Area #3 – 7.61 acres, more or less  
Plat follows on next page.



VICINITY MAP 1" = 2,000'±

Curve Table						
CURVE	LENGTH	RADIUS	CHORD	TANGENT	DELTA	CHD.BRG.
CL	231.54	1990.08	231.41	115.90	6°40'00"	N80°07'35"W

Line Table		
Line #	Direction	Length
L1	S11°01'30"W	210.05
L2	N78°58'40"W	942.02
L3	S11°01'20"W	52.43
L4	S26°23'50"E	568.50
L5	S63°36'10"W	90.00
L6	S26°23'50"E	150.00
L7	S63°36'10"W	29.41
L8	S26°23'50"E	402.48
L9	N78°58'40"W	252.03
L10	N11°01'20"E	252.00
L11	N79°38'00"W	101.68
L12	N83°28'40"W	285.34
L13	N83°27'40"W	112.41
L14	N76°47'40"W	484.02
L15	N13°12'20"E	483.54
L16	S77°45'20"E	74.93
L17	S12°16'30"W	64.14
L18	N77°54'10"W	75.98
L19	N13°12'20"E	1357.72
L20	S76°47'40"E	30.00



- GENERAL NOTES
- ASSESSMENT MAP NO. 29 & 100
  - PARCEL NO. (p/o) 2 & 398
  - DEED REFERENCE: 697/108 & 629/379
  - PLAT REFERENCE: 321/47 & 1002/47
  - SALISBURY ELECTION DISTRICT
  - CITY MAP NO. 135 & 136
  - ZONED: CONSERVATION DISTRICT WITH PALEOCHANNEL & WELLHEAD PROTECTION DISTRICT OVERLAYS
  - THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A FIELD SURVEY AND IS FOR THE PURPOSE OF ESTABLISHING AREAS FOR CONSERVATION EASEMENTS ONLY.

EASEMENT AREA TABLE			
PARCEL	TOTAL AREA	EXCLUDED AREA	EASEMENT AREA
398	33.05 ACRES	8.05 ACRES	25.00 ACRES
2	59.24 ACRES	2.51 ACRES	56.73 ACRES
TOTAL CONSERVATION EASEMENT: 81.73± ACRES			



PROFESSIONAL CERTIFICATION  
 I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE STATE OF MARYLAND, LICENSE NO. 21358, RENEWAL DATE: 07/17/2017.  
 LESLIE C. SHERRILL, PROF. LAND SURVEYOR  
 DATE: 10/5/2016

SALISBURY DEPARTMENT OF PUBLIC WORKS  
 125 NORTH DIVISION STREET  
 SALISBURY, MARYLAND 21801  
 PHONE: 410-548-3170 FAX: 410-548-3107

**EXHIBIT A**  
**CONSERVATION EASEMENT SURVEY**  
 NAYLOR MILL ROAD & JERSEY ROAD  
 SALISBURY, MARYLAND

REVISIONS:	
DATE:	SEPT. 2016
SCALE:	1" = 200'
DWN BY:	L.C.S.
PROJ NO.:	XX-XXX
DWG NO.:	

Deed of Conservation Easement  
THE CITY OF SALISBURY  
Conservation Attributes  
Exhibit B  
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General Physical Description of the Property

The Property consists of 81.73 acres of woodlands, a portion of Leonard Pond Run, Little Burnt Branch and the North Prong of the Wicomico River; relatively natural habitat for forest interior bird species; and scenic value of significant public benefit along Naylor Mill Road. The Property also consists of coarse sandy soils that permit percolation to the subsurface source of the City of Salisbury’s drinking water. The bed of an ancient river 100 to 200 feet below the surface of the Property is known as the Paleochannel and is the source of the City of Salisbury’s drinking water. The Paleochannel is also referred to as the Salisbury Aquifer.

The Property consists of natural surface trails used by hikers and bikers. The Property provides Passive Recreational opportunities to the general public.

Conservation Attributes

1. Preservation of Land Areas for Outdoor Recreation by, or education of, the general public

The public has substantial and regular access to the Property by way of this Conservation Easement for Passive Recreational uses and activities. The public will have access to the Property year round. Visitors to the Property will have the opportunity to enjoy outdoor activities such as hiking, biking, nature and wildlife appreciation and study.

2. Preservation of Open Space

- a. Scenic Enjoyment of the General Public and Will Yield a Significant Public Benefit

- i. From public roadway

The Property contains approximately 1,060 feet of scenic road frontage on Naylor Mill Road. The Property provides view of the forest for those traveling on Naylor Mill Road. The Conservation Easement will provide the permanent protection of the scenic view along the aforementioned road for the benefit of those traveling said public road. (Source: MET Staff Site Visit January 21, 2016 and June 30, 2016).

- ii. From a Publicly-Accessible County Park

The Property is adjacent to the Wicomico County owned and maintained Henry S. Parker Athletic Complex. This is a large active recreational area with several ball fields and parking area. The forest of the Property is visible from the Athletic Complex. (Source: MET Staff Site Visit January 21, 2016 and June 30, 2016).

Deed of Conservation Easement  
THE CITY OF SALISBURY  
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Exhibit B  
Page Two of Six

b. Pursuant to a Clearly Delineated Federal, State, or Local Government  
Conservation Policy and Will Yield a Significant Public Benefit

i. Consistent with MET Policy

The scenic and government policy related conservation values of the Property described above are in furtherance of *The Conservation Easement Policies of the Maryland Environmental Trust* as adopted by MET on June 2, 1991 and most recently updated on March 4, 2013. MET exists pursuant to Subtitle 2 of the Natural Resources Article, to conserve natural and scenic qualities of Maryland’s environment.

ii. Water Quality Protection

The Property is above the Paleochannel, an aquifer 100 to 200 feet below the surface that supplies the area with potable water. The Property contains approximately 4,200 linear feet of stream channels, which are protected by a 100-foot buffer strip. The existing forested buffers maintain water quality along Leonard Pond Run, Little Burnt Branch and North Prong of the Wicomico River. Buffer strip standards are consistent with the current guidelines recommended by the Forest Service of the Maryland Department of Natural Resources for contributing to the protection of surface water quality. This Conservation Easement prohibits uses that could adversely impact the percolation and quality of water into the Paleochannel, but reserves unto the Grantors the power and authority to exclusively manage and develop the water resources of the Property in the best interest of the City of Salisbury.

iii. Furthers the policies of Natural Resources Article § 5-602

The Conservation Easement requires that the Property be managed pursuant to a Forest Stewardship Plan (the “Forest Plan”). The Forest Plan primary objective is natural heritage protection, meaning the preservation and enhancement of native species diversity, habitat and water quality and the secondary objective is soil conservation and water protection. Natural Resources Article § 5-602 states:

“Forests, timberlands, woodlands, and soil resources of the State are basic assets, and the proper use, development, and *preservation of these resources are necessary to protect and promote the health, safety, and general welfare of the people of the State.* It is the policy of the State to encourage economic management and scientific development of its forests and woodlands to maintain, conserve, and improve the soil resources of the State so that an adequate source of forest products is preserved for the people.

Deed of Conservation Easement  
THE CITY OF SALISBURY  
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Page Three of Six

Floods and soil erosion must be prevented and the natural beauty of the State preserved. Wildlife must be protected, while the development of recreational interest is encouraged and the fertility and productivity of the soil is maintained. The impairment of reservoirs and dams must be prevented, the tax rate preserved, and the welfare of the people of the State sustained and promoted.” (emphasis added (Md. Annotated Code Natural Resources Article § 5-602).

iv. Protects Forest Priority Area

The Property falls within the “Lower Shore Development Risk Forestry Priority Area”, the “Lower Shore Enhance Public Benefits Forestry Priority Area”, and the “Urban Forestry Priority Area” as identified by the Maryland Department of Natural Resources (DNR) Forest Service in the *Maryland Forest Assessment 2010*. The *Maryland Forest Assessment 2010* identified forest priority areas to “determine where strategies to maintain, and even increase, forest cover, would be most effective.” To identify the Development and Parcelization Core Forestry Priority Area, the *Maryland Forest Assessment 2010* determined where forest fragmentation and parcelization is occurring in the state and which forested areas are most at risk to development. The priority areas are large forest blocks with few owners (low fragmentation and parcelization) in areas that are most at risk to development by 2030.

v. Consistent with the *Maryland Forest Resource Strategy 2010-2015*

The Conservation Easement is in accordance with policies detailed in *Maryland Forest Resource Strategy 2010-2015*. Goal I.A. of the *Maryland Forest Resource Strategy 2010-2015* is “Keep Forests as Forests-Prevent the loss of private forest land and forested landscapes through technical assistance, tax guidance, incentives, and mechanisms such as land acquisition and conservation easements.” Strategy I.A.5. listed to achieve said goal is to “Pursue no-net-loss of forests” with tactics such as the “Use [of] conservation easements, purchase of development rights, Forest Conservation Management Agreements, and other land preservation techniques to protect priority forest lands.” The *Maryland Forest Assessment 2010* identified forest priority lands.

The *Maryland Forest Resource Strategy 2010-2015* was prepared using the information from the *Maryland Forest Assessment 2010* by the DNR

Deed of Conservation Easement  
THE CITY OF SALISBURY  
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Forest Service to lay out a five-year plan based on a long-term approach to desired conditions for Maryland’s future forests.

- vi. Consistent with County Comprehensive Plan  
The Water Resources element of the City of Salisbury Comprehensive plan states, “Protection of this surficial aquifer is a primary concern to the City, as it is the major water source for the region. In doing so, the City has implemented, through the Zoning Code, protection efforts of the Paleochannel including the creation of the two Resource Protection Zoning Districts: Paleochannel and Wellhead Protection overlay zones. The City of Salisbury has adopted both the Paleochannel and Wellhead Protection Overlay Districts in an effort to protect this buried riverbed from overuse and contamination. These overlay districts largely follow the underlying zoning assigned to a property; however both resource protection districts have additional use restrictions and development standards in comparison to the underlying zoning. These measures protect the water supply from surficial contamination as a result of impaired water discharge/recharge.”

This Conservation Easement further protects this resource.

- vii. Consistent with Local Zoning, specific law or ordinance  
The Property is in the Paleochannel overlay district. The purpose of this districts is to “The Paleochannel is a buried riverbed estimated to store approximately seven billion gallons of water. The known portion of the channel extends into the northerly and central sections of Wicomico County. This resource currently provides potable water for the City of Salisbury and is an important future water supply for the City of Salisbury and Wicomico County. Because of its vast potential as a source of potable water, protective measures, in the form of use limitations, performance standards and detailed review procedures, are necessary to ensure that the channel is protected from contamination resulting from environmentally incompatible land uses.”  
The zoning district was “developed in order to conserve and protect this vital natural resource.” (Section 225-45 City of Salisbury Zoning Ordinance)  
This Conservation Easement is consistent with this zoning district.

Deed of Conservation Easement  
THE CITY OF SALISBURY  
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3. Protection of a Relatively Natural Habitat of Fish, Wildlife, Plants, or similar Ecosystems

a. FIDS Habitat Protection

The forested area on the Property contains Forest Interior Dwelling Bird Species (FIDS) habitat. Populations of many FIDS are declining in Maryland and throughout the eastern United States. The conservation of FIDS habitat is strongly encouraged by the Department of Natural Resources.

b. Protection of Forest with a Forest Plan

This Conservation Easement requires that the Property be managed pursuant to the Forest Plan. The Forest Plan primary objective is natural heritage protection, meaning the preservation and enhancement of native species diversity, habitat and water quality and the secondary objective is soil conservation and water protection. The Conservation Easement is in accordance with policies detailed in *Maryland's Strategic Forest Resource Plan 2006*, the goals of which include "... bolster[ing] conservation easement acquisition programs that are paramount in curbing the current decline of our forest land base," minimizing forest fragmentation and parcelization.

c. Protection of Targeted Ecological Areas

A portion of the Property falls within a Targeted Ecological Area, which has been identified as a conservation priority by the Maryland Department of Natural Resources (DNR) as part of the *GreenPrint* program. Protection of the Property furthers Maryland's *GreenPrint* initiative by protecting identified conservation priorities. DNR created *GreenPrint*, an interactive map, to strategically target and protect the most ecologically valuable areas in Maryland. DNR used a variety of scientific and peer reviewed methods to map these high priority lands. Targeted Ecological Areas include large blocks of forests and wetlands, rare species habitats, aquatic biodiversity hotspots and areas important for protecting water quality. Maryland's *BayStat* program, created by executive order in February 2007, led to the creation of *GreenPrint*. *BayStat* is a statewide strategy designed to assess, coordinate and target Maryland's Chesapeake Bay restoration programs, and to inform citizens of progress. *GreenPrint* is used by DNR, the Maryland Department of Agriculture, local governments and conservation organizations to guide the conservation of high priority lands. (Source: *GreenPrint*, 2011, Maryland Department of Natural Resources).

Deed of Conservation Easement  
THE CITY OF SALISBURY  
Conservation Attributes  
Exhibit B  
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- d. “Good” Green Infrastructure Rating from DNR  
The Property received a score of 20 and rating of “Good” in the Green Infrastructure Evaluation Report. The Property contains 62 acres of total green infrastructure. Maryland's green infrastructure provides the bulk of the state's natural support system. Ecosystem services, such as cleaning the air, filtering and cooling water, storing and cycling nutrients, conserving and generating soils, pollinating crops and other plants, regulating climate, sequestering carbon, protecting areas against storm and flood damage, and maintaining aquifers and streams, are all provided by green infrastructure. Approximately 81% of the Property lies within the Naylor Mill Swamp Ecologically Significant Area. (Source: Green Infrastructure Evaluation Report, Maryland Department of Natural Resources, December 1, 2015).

- 4. Adjacent to Local Park Land  
The Property is adjacent to Wicomico County owned and maintained Henry S. Parker Athletic Complex. This is a large active publicly-accessible recreational area with several ball fields and parking area.

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Deed of Conservation Easement  
THE CITY OF SALISBURY  
Inventory of Existing Structures  
Exhibit C  
Page One of One

- |                                 |                               |
|---------------------------------|-------------------------------|
| 1. Well heads and supply piping | Permitted by Article III.E(5) |
| 2. Bicycle jumps                | Permitted by Article III.E(1) |

Deed of Conservation Easement  
THE CITY OF SALISBURY  
Color Digital Images of the Property  
Exhibit D  
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<b>Image File Name: WICO-CitySalisbury-BL20160630-(Image #).jpg</b>		
<b>Image #</b>	<b>View Toward</b>	<b>Image Description</b>
1	Looking N	Showing the Property boundary which is the treelines; Property is the left side of image (forest)
2	Looking ENE	Showing the Property boundary which is the treelines; Property is the left side of image (forest)
3	Looking W	Showing woodchip pile
4	Looking WSW	Showing the Property boundary which is the treeline in right of image; Property is the right side of image (forest); the trees in the center and left side of image are not on the Property.
5	Looking N	Showing the Property boundary which is the treeline; all of the forested area in the image is the Property
6	Looking WSW	Showing the Property boundary which is the treeline; all of the forested area in the image is the Property
7	Looking N	Showing a trail entrance to the Property
8	Looking NE	Showing a trail and a pile of small logs that may be used as a bicycle obstacle
9	Looking N	Showing a marker delineating the Property's eastern boundary; Property is to the left of the marker in the image
10	Looking E	Along a trail showing the forest and trails
11	Looking WSW	Along a trail showing the forest and trails; note the light colored sandy soil of the trail which is typical of the Paeleochannel
12	Looking S	Along a trail showing the forest and trails; note the light colored sandy soil of the trail which is typical of the Paeleochannel
13	Looking SW	Showing the forest and trail
14	Looking N	Showing Leonard Pond Run
15	Looking S	Showing a bicycle jump on a trail
16	Looking SW	Showing a bicycle jump on a trail
17	Looking SW	Showing a bicycle jump on a trail
18	Looking SW	Showing a bicycle jump on a trail

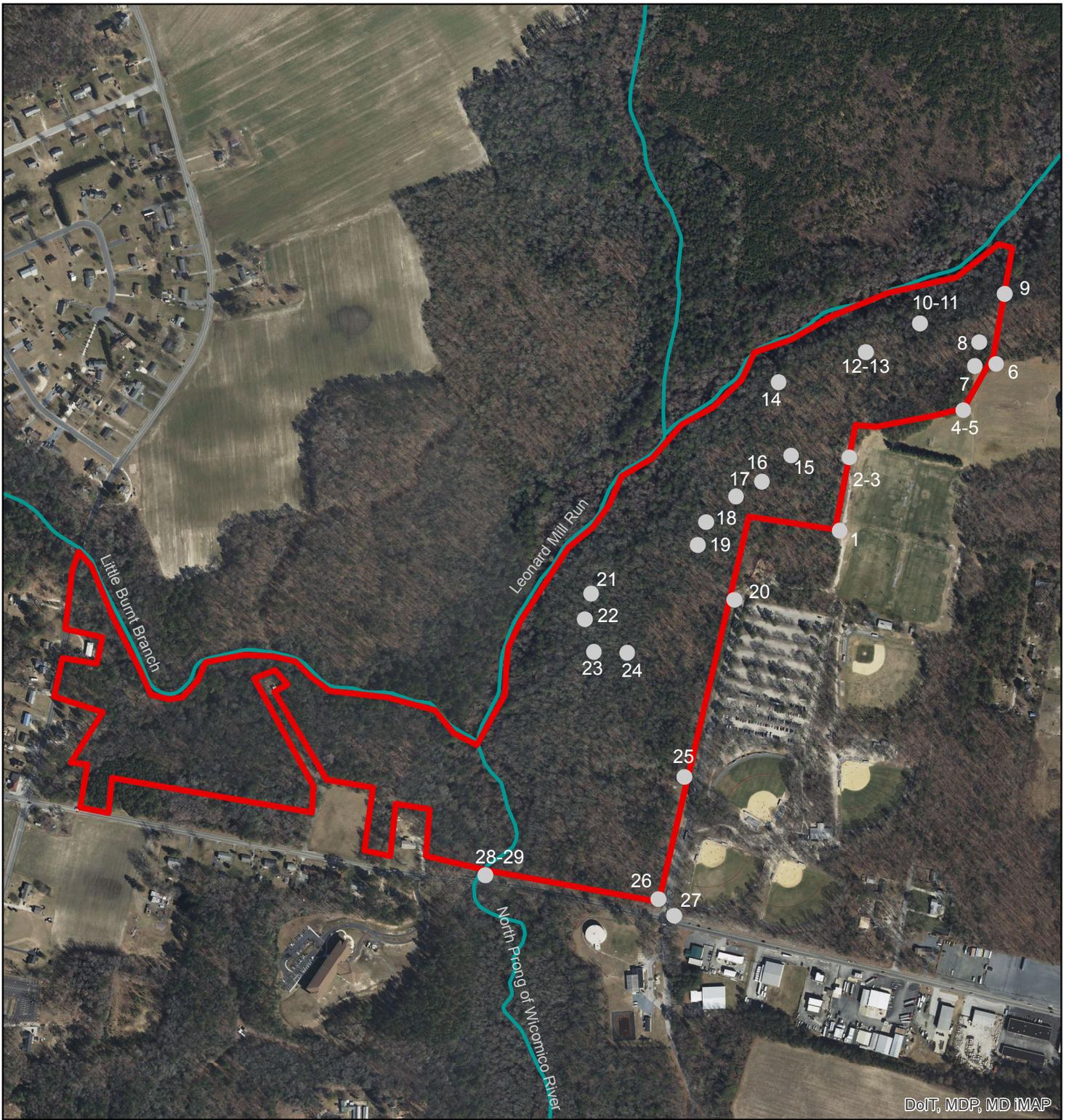
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Deed of Conservation Easement  
THE CITY OF SALISBURY  
Color Digital Images of the Property  
Exhibit D  
Page Two of Two

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<b>Image #</b>	<b>View Toward</b>	<b>Image Description</b>
19	Looking S	Showing a bicycle jump on a trail
20	Looking S	Showing the Property boundary; Property is the forest in the right side of image (right of the road); the gate in the image is not on the Property
21	Looking E	Showing flood plain of Leonard Pond Run; the Run braids through the flood plain
22	Looking E	Showing the flood plain of Leonard Pond Run; the Run braids through the flood plain
23	Looking S	Showing a boardwalk over a wet part of a trail
24	Looking NE	Showing a bicycle jump on a trail
25	Looking SW	Showing the well head area and fencing around the well head
26	Looking N	Showing the Property boundary; Property is the forest in the left side of image (left of the road)
27	Looking W	Showing the Property frontage on Naylor Mill Road which is the southern boundary of the Property (right side of the road in image). The Henry S Parker Athletic Complex sign is not on the Property; the Property is on the other side of the lane behind the sign
28	Looking E	Showing the Property frontage on Naylor Mill Road which is the southern boundary of the Property (left side of the road in image)
29	Looking NNE	Showing the North Prong of the Wicomico River which forms the western Property boundary at this point

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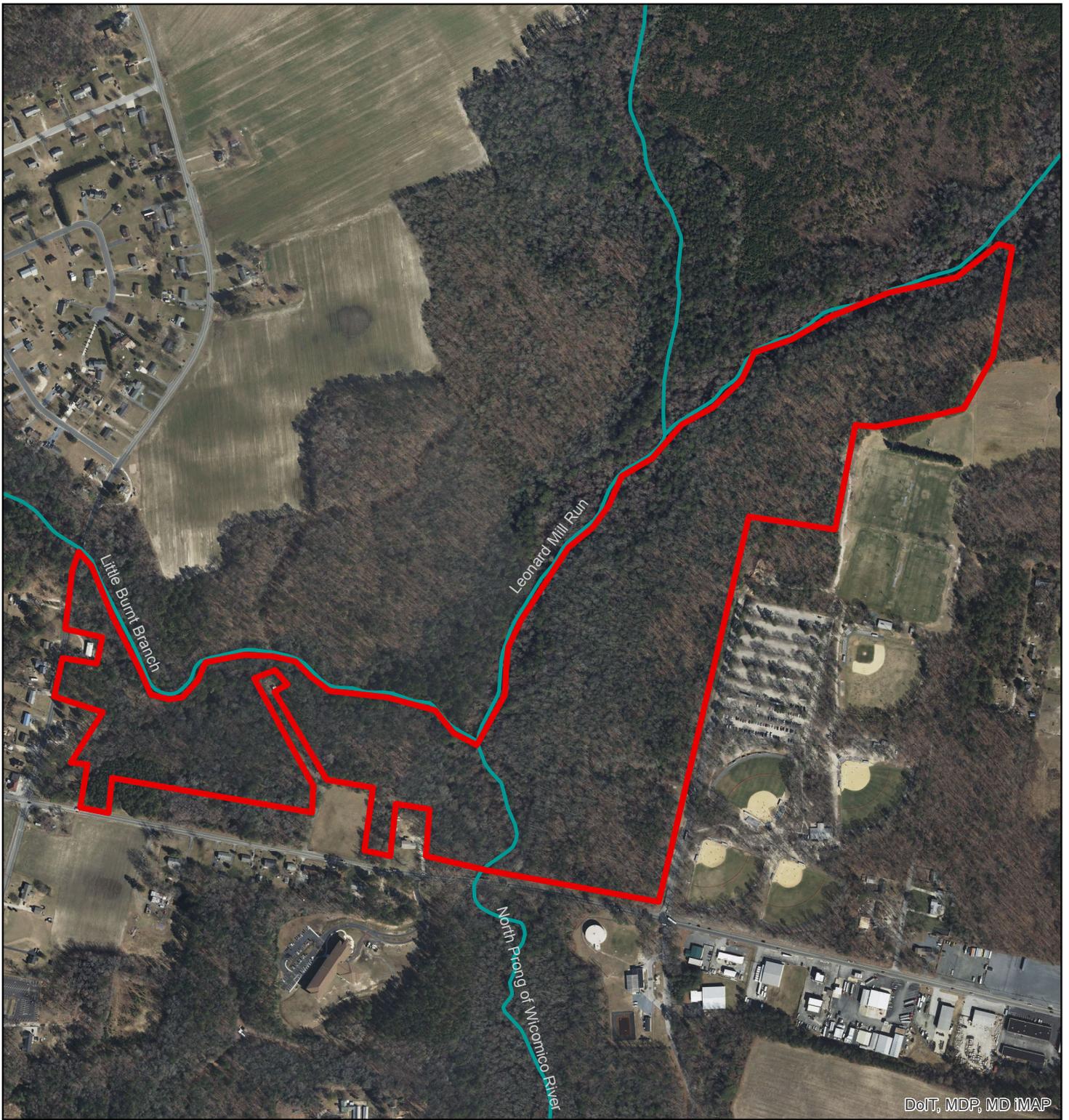
## Deed of Conservation Easement City of Salisbury



### Exhibit D Photo Points Map Page One of One



This map is not a survey and must not be construed as one. The information imparted with this map is only to be used by Grantees to clearly depict property boundaries and as an aid for locating the Property. It is not a plat or legal description of the Property. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps, metes and bounds descriptions, and field mapping using G.P.S. and/or orthophotos.



D&T, MDP, MD IMAP

## Deed of Conservation Easement City of Salisbury

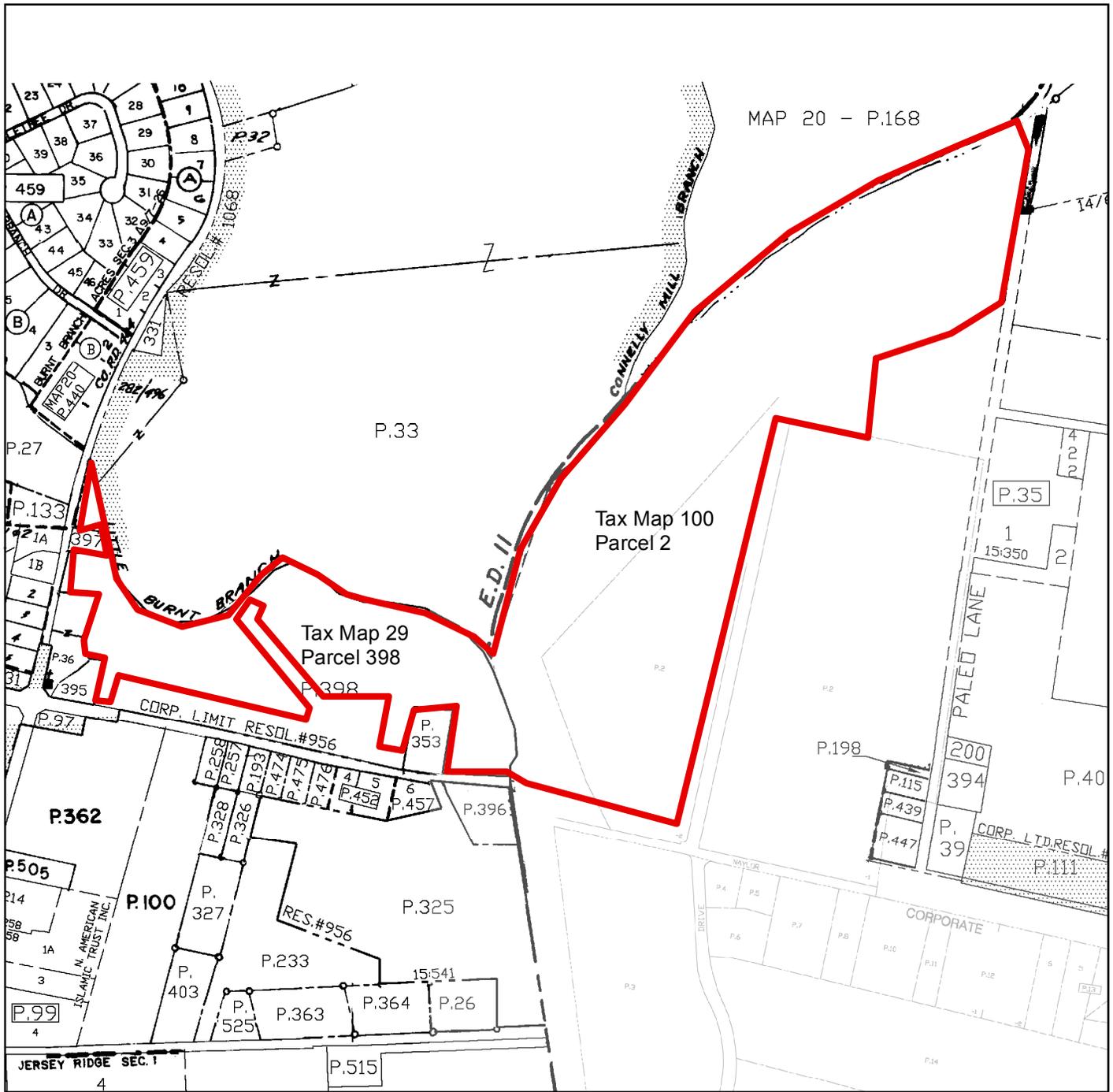


Date Printed: September 15, 2016  
Date of Aerial Image: Spring (leaf off) 2013

### Exhibit E Aerial Photograph of the Property Page One of One



This map is not a survey and must not be construed as one. The information imparted with this map is only to be used by Grantees to clearly depict property boundaries and as an aid for locating the Property. It is not a plat or legal description of the Property. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps, metes and bounds descriptions, and field mapping using G.P.S. and/or orthophotos.



**Deed of Conservation Easement  
City of Salisbury**



**Exhibit F  
Tax Map Showing Approximate  
Location of the Property  
Page One of One**



Date printed: September 28, 2016



This map is not a survey and must not be construed as one. The information imparted with this map is only to be used by Grantees to clearly depict property boundaries and as an aid for locating the Property. It is not a plat or legal description of the Property. Property boundaries, while approximate, were established using the best available information which may include: surveys, tax maps, metes and bounds descriptions, and field mapping using G.P.S. and/or orthophotos.



City of  
**Salisbury**  
Jacob R. Day, Mayor

To: Thomas Stevenson, City Administrator  
From: Michael S. Moulds, P.E., Director of Public Works *MSM*  
Date: October 10, 2016  
Re: Budget Amendment – Sidewalk on Power Street

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Salisbury Public Works requests a budget amendment to move funds to an operating account from miscellaneous revenue. The City's Contractor from the Citywide Concrete Contract installed sidewalk on the north side of Power Street at the request of Salisbury University. The Contractor was performing work for the City in the area and Salisbury University requested that our Contractor install sidewalk on the University property so that the University could utilize the unit prices in the contract. The work is complete and the City has paid the Contractor for the work. Salisbury University has reimbursed the City for actual expenses in the amount of \$21,752.75. Public Works requests that the reimbursement be transferred to the Engineering Division account for Street Maintenance.

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

ORDINANCE NO. 2402

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE FY17 BUDGET TO APPROPRIATE FUNDS FOR STREET MAINTENANCE.

WHEREAS, the City of Salisbury contracted work at the request of Salisbury University to install sidewalk along the north side of Power Street; and

WHEREAS, the City of Salisbury Engineering Division of the Public Works Department utilized the Citywide Concrete Contract to perform the sidewalk work; and

WHEREAS, Salisbury University reimbursed the City for actual expenses to install the sidewalk; and

WHEREAS, the Engineering Division budget should be increased to accommodate these efforts.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City’s Fiscal Year 2017 budget and Engineering Division Street Maintenance budget be and are hereby amended as follows:

- 1. Increase the Miscellaneous Revenue (01000-456911) account by \$21,752.75
- 2. Increase the Street Maintenance (31000-534318) budget by \$21,752.75

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the \_\_\_ day of \_\_\_\_\_, 2016, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the \_\_\_ day of \_\_\_\_\_, 2016.

ATTEST

\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jacob R. Day, Mayor