



## **CITY OF SALISBURY**

115 S. Division Street, Salisbury, MD 21801

### **LEGISLATIVE SESSION**

125 N. Division Street, Room 301, Salisbury, MD 21801

Monday, July 14, 2025 6:00 PM

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D'SHAWN M. DOUGHTY  
Council President

ANGELA M. BLAKE  
Council Vice President

APRIL R. JACKSON  
Councilwoman

MICHELE R. GREGORY  
Councilwoman

SHARON C. DASHIELL  
Councilwoman

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### **CALL TO ORDER**

### **WELCOME/ANNOUNCEMENTS/PLEDGE**

### **INVOCATION - Pastor Greg Morris - Parkway Church of God**

### **PROCLAMATION - Mayor Randy Taylor**

- Retirement of Master Police Officer Milton Rodriguez

### **PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA**

### **CONSENT AGENDA**

- Manufacturing Exemption - Perdue Foods, LLC(2024)

### **AWARD OF BIDS/DECLARATION OF SURPLUS**

- Award of Bids and Declaration of Surplus

### **RESOLUTIONS**

- Election Board  
**Resolution No. 3415** - appointing Stephan Feliciano term ending July 2031
- Friends of Poplar Hill Board of Directors  
**Resolution No. 3416** - re-appointing Jeanne Mears for term ending July 2028

### **PUBLIC HEARING**

- Pohanka 2 Annexation (Chestnut Way) - 2nd Reading  
**Resolution No. 3412** - to annex certain land to be known as "Chestnut Way – Pohanka Kia Annexation", as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 5.280 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation.

### **ORDINANCES**

- Budget Amendment to increase funding for Attorney Fees for Special Counsel - 2nd Reading  
**Ordinance No. 2944** - approving a budget amendment of the FY26 General Fund budget to appropriate additional funds required for legal services
- Budget Ordinance - Naylor Mill Water Main Extension - 2nd Reading  
**Ordinance No. 2945** - authorizing a budget amendment to appropriate funds for water main infrastructure needed to accommodate future growth in the area of Naylor Mill Road and Jersey



Road

- Acceptance of BJAG Grant Funding from GOCCP 1st Reading  
**Ordinance No. 2946** - to accept funds received from Governor's Office of Crime Prevention, Youth and Victim Services through the Byrne-Justice Assistance Program for the purchase and installation of camera and cellular gateway equipment.

## **PUBLIC COMMENT**

## **ADJOURNMENT/CONVENE INTO WORK SESSION**

<p>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 General Provisions Article § 3-305(b) by vote of the City Council.</p>
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# City of Salisbury

## **Memo**

To: Andy Kitzrow, City Administrator  
From: Phillip Menzel, Assistant Director of Finance  
Date: June 17, 2025  
Subject: Manufacturing Exemption - Perdue Foods, LLC(2024)

I am recommending that Perdue Foods, LLC. be granted exemptions from Personal Property Tax for their equipment purchased in 2024 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 for the 2024 purchases.

Over the next five years they will benefit from this exemption by a total savings of \$67,571 in personal property tax for 2024 equipment purchases. The exemptions will be applied to City Property Tax years 2026-2030 as shown in the schedule provided herein. Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.

Attachment(s):  
[Perdue 2024](#)





# City of Salisbury

To: Andy Kitzrow, City Administrator

From: Phillip Menzel, Assistant Director of Finance

Date: 6/16/2025

Re: Manufacturing Exemption for equipment purchased 2024 Perdue Foods, LLC

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I am recommending that Perdue Foods, LLC. be granted exemptions from Personal Property Tax for their equipment purchased in 2024 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 for the 2024 purchases.

Over the next five years they will benefit from this exemption by a total savings of \$67,571 in personal property tax for 2024 equipment purchases. The exemptions will be applied to City Property Tax years 2026-2030 as shown in the schedule provided herein. Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.



**City of Salisbury**  
**Internal Services -Finance Department**  
**Exemption Recommendation to City Council**

Company: Perdue Foods, LLC  
 Address: 521 Willow Street Salisbury, MD  
 2110m Industrial Parkway, Salisbury MD

Requested By: Angela Hastings  
 Date of Request: 6/6/2025

Description of Mfg.: Research and development for new ready to eat chicken and turkey products  
 Note State granted exemption

Equipment Year 2024

New Equipment Amount per Tax Return \$ 804,415

Total

**\$ 804,415**

<b>Exemption Value</b>	<b>City Property <u>Tax Year</u></b>	<b>State <u>Return</u></b>	<b>Year of <u>Exemption</u></b>	<b>Deprec. <u>Value</u></b>	<b>Amount of <u>Exemption</u></b>
	2026	2025	1	723,974	17,375
	2027	2026	2	643,532	15,445
	2028	2027	3	563,091	13,514
	2029	2028	4	482,649	11,584
	2030	2029	5	402,208	9,653
<b>Total Value of Exemption:</b>					<b>\$ 67,571</b>



# City of Salisbury



**KEITH CORDREY**  
DIRECTOR INTERNAL SERVICES

**SANDRA GREEN**  
ASSISTANT DIRECTOR INTERNAL SERVICES - ACCOUNTING

**MARYLAND**

**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: Perdue Foods, LLC MD Department ID#: W14880488

Mailing Address: Property Tax Department, P.O. Box 1537, Salisbury, MD 21802

Contact Name: Angela Hastings Phone No.: 410-543-3121

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 2024.
3. Address of Manufacturing / R & D operation. 521 Willow Street, Salisbury, MD 21801 - Manufacturing  
517 W. Main Street, Salisbury, MD 21802 - R&D
4. Date Manufacturing / R & D operation began in Salisbury. Manufacturing - 1962 / R&D - 2008
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 [Signature] Date 6/6/2025

Email address tbarron@barrontax.com



Department ID# W14880488

PF-MD-1020-SALISBURYLW, PF-MD-1020-SALISBURYLW

Lake &amp; Willow Streets, Salisbury, MD 21804

**5. Tools, machinery, and/or equipment used for manufacturing or research and development :**

State the original cost of the property by year of acquisition. Include all fully depreciated property expensed and such 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 by September 1, or within 6 months after the date of the first assessment notice for the taxable year that includes the manufacturing / R&D property. Visit the website : [dat.maryland.gov](http://dat.maryland.gov) for an application and additional information. 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.

Year Acquired	A	C	D	Year Acquired	A	C	D
2024	804,415			2020	1,998,127		44,462
2023	325,196		14,249	2019	659,624		187,619
2022	4,473,520			2018	267,578		
2021	1,882,534		24,865	2017 & prior	15,844,049		231,221

Describe Property in C &amp; D above:

D - Data Processing Equipment

Total Cost  
\$

26,757,459

**6. Vehicles with interchangeable Registration and/or Unregistered vehicles :** (dealer, recycler, finance company, special mobile equipment, and transporter plates) and unregistered vehicles should be reported here. See specific instructions.

Year Acquired	Original Cost	Year Acquired	Original Cost
2024		2022	
2023		2021 & prior	

Total Cost  
\$

NONE

**7. Non farming livestock :**

Book Value \$	None	Market Value \$
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**8. Other personal property :**

File separate schedule giving a description of property, original cost, and date of acquisition.

Total Cost  
\$

NONE

**9. Property owned by others and used or held by the business as lessee or otherwise.** File separate schedule showing names and addresses of owners, lease number, description of property installation date and separate cost in each case.

Total Cost  
\$

SEE ATTACHED

**10. Property owned by others as lessee or otherwise :**

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. See specific instructions.

Total Cost  
\$

NONE



**Perdue Foods LLC**  
 Department ID # W14880488  
 2025 Maryland Personal Property Return  
 Salisbury Manufacturing Assets Reported on Section VI, No. 5  
 Detailed Asset Listing

Street Address	County	Incorporated Town	Asset Number	Asset Description	Category as Filed	Application Year	Acquisition Date	Reported Cost
521 Willow Street	Wicomico	Salisbury	102041276680	Ammonia RECO Screw Compressor C-1; 200 SUD-MX-3.6;	Manufacturing (A)	2024	7/15/2024	28,294.00
521 Willow Street	Wicomico	Salisbury	102041276690	Ammonia RECO Screw Compressor C-2; 200 SUD-MX-3.6;	Manufacturing (A)	2024	7/15/2024	28,294.00
521 Willow Street	Wicomico	Salisbury	102041281890	300HP Boiler ; Front Inner Door;Mfg: Cleaver Brooks	Manufacturing (A)	2024	9/15/2024	39,309.50
521 Willow Street	Wicomico	Salisbury	102041285710	Screw Compressor ; C-4; Ammonia; Mfg:Frick	Manufacturing (A)	2024	11/15/2024	47,751.00
521 Willow Street	Wicomico	Salisbury	102041285720	Air Compressor; Mfg:Sullair; Model:LS19007, 250 HP	Manufacturing (A)	2024	10/15/2024	144,601.11
521 Willow Street	Wicomico	Salisbury	102041284650	Metur; Waste Water, Portable; Beltclip Transceiver	Manufacturing (A)	2024	9/15/2024	8,004.00
521 Willow Street	Wicomico	Salisbury	102041285280	Conveyor; Screw; Feather; Model:LG 304SS	Manufacturing (A)	2024	9/15/2024	145,255.73
521 Willow Street	Wicomico	Salisbury	102041268430	Tank; Diesel; Double wall; 5,000 gallon; GZ5354308	Manufacturing (A)	2024	2/15/2024	142,864.74
521 Willow Street	Wicomico	Salisbury	102041286540	Glycol Heat Exchanger;Water Shell & Tube Exchanger	Manufacturing (A)	2024	12/15/2024	90,505.00
521 Willow Street	Wicomico	Salisbury	102041300150	Wrapper; Pallet; Upstairs; Mfg:Lantech	Manufacturing (A)	2024	8/15/2024	34,300.00
521 Willow Street	Wicomico	Salisbury	102041300170	Wrapper; Pallet;Downstairs;Mfg:Lantech; Model.Q300	Manufacturing (A)	2024	8/15/2024	34,300.00
521 Willow Street	Wicomico	Salisbury	102041286590	Auger ; Feather ; 5 Drops and Gearbox	Manufacturing (A)	2024	12/15/2024	49,087.92
521 Willow Street	Wicomico	Salisbury	102041289300	Fan; Portable Fan; Year 2019; Mfg:John Deer	Manufacturing (A)	2024	7/15/2024	5,924.16
521 Willow Street	Wicomico	Salisbury	102041289310	Fan; Portable Fan; Year 2019; Mfg:John Deer	Manufacturing (A)	2024	7/15/2024	5,924.16
<b>Manufacturing Total</b>								<b>804,415.32</b>





City of  
Salisbury

## **Memo**

To: Andy Kitzrow, City Administrator  
From: Michael Lowe, Acting Director of Procurement  
Date: June 30, 2025  
Subject: Award of Bids and Declaration of Surplus

7.14.2025 Full Council Packet Final - Award of Bids and Declaration of Surplus

Attachment(s):

[7.14.2025 Full Council Packet Final \(1\).pdf](#)





## **COUNCIL AGENDA – Department of Procurement**

**July 14, 2025**

### **Award of Bid(s)**

- |                 |                                                 |                 |                |
|-----------------|-------------------------------------------------|-----------------|----------------|
| 1. ITB A-26-102 | Citywide Pavement Resurfacing                   | \$ 4,250,000.00 | 5 yr. estimate |
| 2. ITB A-26-101 | Citywide Concrete Repair and Placement          | \$ 375,000.00   | 5 yr. estimate |
| 5. ITB A-25-112 | On Call Sewer Line Cleaning and CCTV Inspection | \$ 250,000.00   | Revised est.   |
| 4. ITB 26-104   | Ambulances for Fire Department                  | \$ 2,105,980.00 |                |
| 5. ITB 26-103   | Sanitation Truck                                | \$ 281,000.00   |                |

### **Surplus**

1. 2 Service Weapons Salisbury Police Department





## MEMORANDUM

**TO:** Tom Stevenson  
**FROM:** Jennifer Miller, Director of Procurement  
**SUBJECT:** Award of Bid and/or Declaration of Surplus  
**DATE:** June 30, 2025

The Department of Procurement seeks Award of Bid approval from the Salisbury City Council for the solicitation(s) as defined herein. The City followed required bidding practices as defined by the Salisbury Charter and the Municipal Code of Ordinances, and publicly posted the solicitations for the City's competitively bid procurements on the City of Salisbury's Procurement Portal, PlanetBids, and the State of Maryland's website, eMaryland Marketplace Advantage.

### ITB A-26-102 Citywide Pavement Resurfacing

- Department: Field Operations
- Scope of Work: Full and partial depth pavement resurfacing, striping and patching.
- Bid date: 05/16/2025
- Bid opening: 06/18/25
- Total bids received: 6
  - HCE LLC \$ 1,612,349.50
  - Allan Myers MD, Inc. \$ 1,655,035.00
  - Asphalt Maintenance, LLC \$ 1,761,594.00
  - George & Lynch, Inc. \$ 1,794,953.00
  - Terra Firma of Delmarva, Inc. \$ 1,821,955.00
  - Mike Houck Construction, LLC \$ 2,042,750.00
- Lowest priced responsive and responsible vendor:
  - HCE, LLC. ( Frankford, DE)
- Total Base Bid: \$1,612,349.50
- GL Account: 31000-534318 Street Maintenance
- Notes:
  - The contract includes a renewal clause: "The City reserves the right to renew all or portions of this contract with the same prices, terms and conditions as the original contract for four (4) one-year terms, contingent upon mutual agreement between the City and the supplier."



**ITB A-26-101 Citywide Concrete Repair and Placement**

- Department: Field Operations
- Original Scope of Work: Concrete curb, gutter and sidewalk construction and repair.
- Bid date: 05/15/2025
- Bid opening date: 06/17/25
- Total bids received: 6
  - Malone and Phillips, Inc. \$ 304,795.00
  - Stratefied, Inc. \$ 319,300.00
  - Reliable Concrete Services \$ 334,087.50
  - Premier Service Group \$ 356,547.20
  - STS Concrete and Hauling LLC \$ 378,319.61
  - Unicom Construction & Engineering \$ 1,107,511.35
- Lowest priced responsive and responsible vendor:
  - Malone and Phillips, Inc.
- Total Base Bid: \$ 304,795.00
- GL Account: 31000-534307 Curb/Gutter
- Notes: The contract includes a renewal clause: "The City reserves the right to renew all or portions of this contract with the same prices, terms and conditions as the original contract for four (4) one-year terms, contingent upon mutual agreement between the City and the supplier."

**ITB A-25-112 On Call Sewer Line Cleaning and CCTV Inspections (Previously awarded internally)**

- Department: Infrastructure and Development
- Original Scope of Work: Master price agreement for on call cleaning and inspection of stormwater and sewer pipes
- Bid date: 02/28/2025
- Bid opening date: 04/02/25
- Total bids received: 3
  - Premier Service Group- \$ 28,364.75
  - Mobile Dredging & Video Pipe Inc. \$ 29,693.00
  - Tri State Utilities, LLC \$ 49,539.00
- Lowest priced responsive and responsible vendor:
  - Premier Service Group (Easton, MD)
- GL Account: 96113-513026-55019 (Sewer Infiltration / Inflow)
- Notes:
  - The contract includes a renewal clause: "The City reserves the right to renew all or portions of this contract with the same prices, terms and conditions as the original contract for two (2) one-year terms, contingent upon mutual agreement between the City and the supplier."



**ITB 26-104 Ambulances for SFD**

- Department: Fire Department
- Commodity Description: 2027 Ford F-550 4x4 Road Rescue Ultramedic Ambulances
- Cooperative contract & vendor information:
  - Contract 122123-RVG Sourcewell
    - Vendor: Atlantic Emergency Solutions (Salisbury, MD)
    - Contract Date: March 3, 2024
    - Contract Term: Effective through February 28, 2028.
- Cost: \$2,105,980.00
- GL Account(s): 32061-577025 Waste Collection (Capital Lease)
- Notes:
  - Purchasing authority per City of Salisbury Charter § SC 16-3 General Policy of Competitive Bidding, Exceptions, which states that competitive bidding is not necessary or appropriate in the following circumstances:
    - A.(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.

“Cooperative Purchases” are permitted in under Sourcewell by the City of Salisbury.

**ITB 26-103 Sanitation Truck**

- Department: Field Operations
- Commodity Description: Kenworth T880 Sanitation Truck
- Cooperative contract & vendor information:
  - Contract 032824-KTC Sourcewell
    - Vendor: All Roads Truck (Mardela Springs, MD)
    - Contract Date: July 5, 2024
    - Contract Term: Effective through July 9, 2028.
- Cost: \$281,000.00 Truck is on site ready for delivery
- GL Account(s): 27090-577025 EMS Service Vehicles
- Notes:
  - Purchasing authority per City of Salisbury Charter § SC 16-3 General Policy of Competitive Bidding, Exceptions, which states that competitive bidding is not necessary or appropriate in the following circumstances:
    - A.(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.





# City of Salisbury

## **Surplus Declaration**

**Pursuant to § SC16-8 Sale or Other Disposition of Surplus, Obsolete or Unused Property of the Salisbury Charter, I am requesting approval of the City Council to declare the following items as surplus:**

### **Salisbury Police Department**

Item(s): 2 Service Weapons

Method of Disposal:

- Service Weapons: Officer retirement Jason Yankalunas and Milton Rodriguez





# City of Salisbury

## **Memorandum**

**To:** Mike Lowe, Director of Procurement

**From:** Mike Dryden, Director of Field Operations

**Subject:** Award of Bid: ITB A-26-102 Citywide Pavement Resurfacing

**Date:** 6/26/25

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Field Operations is requesting approval to accept the bid for pavement resurfacing as part of the department's ongoing efforts to maintain and improve roadway conditions. After reviewing the submitted proposals, the selected bid was determined to be the most responsive and cost-effective option that meets the required specifications and timelines. Accepting this bid will allow Field Operations to proceed with scheduled resurfacing work, ensuring safer and more durable road surfaces for the community.

Pursuant to a thorough review pricing verification from the City Department of Procurement and the Department of Field Operations, please allow this memorandum to serve as the formal Department recommendation to award a contract to HCE, LLC. For a 5 year contract in the amount of \$4,250,000.00 to implement pavement resurfacing projects throughout the city.

Funding is available in General Ledger account number 31000-534318





# City of Salisbury

## **Memorandum**

**To:** Mike Lowe, Director of Procurement

**From:** Mike Dryden, Director of Field Operations

**Subject:** Award of Bid: ITB A-26-101 Citywide Concrete Repair and Replacement

**Date:** 6/26/25

---

Field Operations is requesting approval to accept the contract for concrete repair and replacement in order to address deteriorating infrastructure and maintain safe, accessible public spaces. After evaluating all submitted proposals, the selected contractor demonstrated the qualifications, experience, and competitive pricing necessary to meet the City's standards and project requirements. Approval of this contract will allow Field Operations to move forward with essential repairs, including sidewalks, curbs, and other concrete surfaces, ensuring long-term durability and improved safety for residents and visitors.

Pursuant to a thorough review pricing verification from the City Department of Procurement and the Department of Field Operations, please allow this memorandum to serve as the formal Department recommendation to award a contract to Malone and Phillips for a 5 year contract in the amount of \$375,000.00 to implement concrete repair and replacement projects throughout the city.

Funding is available in General Ledger account number 31000-534307





To: Jennifer Miller, Director of Procurement  
From: Nick Voitiuc, Director of Infrastructure and Development  
Date: April 14, 2025  
Re: ITB A-25-112 Sewer Line Cleaning and Inspections

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Salisbury Department of Infrastructure and Development recently advertised ITB A-25-112 Sewer Line Cleaning and Inspections. The scope of which will include light and heavy pipe cleaning, root removal work, CCTV inspection of pipes, sewage bypass pumping, smoke testing, dye testing, and traffic control operations.

Bids were opened on Wednesday, April 2<sup>nd</sup>, 2025 at 2:31 p.m. for ITB A-25-112 Sewer Line Cleaning and Inspections. Three (3) responses to this contract were received, as summarized below:

Company
Premier Reline LLC
Mobile Dredging & Video Pipe INC
Tri-State Utilities, LLC

Salisbury Department of Infrastructure and Development reviewed the bids in accordance with the contract documents. Premier Reline LLC is the lowest responsive and responsible bidder. Salisbury Department of Infrastructure and Development recommends awarding the scope of work specified in ITB A-25-112 to Premier Reline LLC.

Funding is available for the Sewer Line Cleaning and Inspections in account(s) 96122-513026-55019.



**From:** [Michael Lowe](#)  
**To:** [Michael Lowe](#)  
**Subject:** FW: Award of Bid Memo – ITB A-25-112 Sewer Line Cleaning and Inspections  
**Date:** Wednesday, June 18, 2025 9:57:31 AM  
**Attachments:** [image002.png](#)

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**From:** Jennifer Miller <jennifermiller@salisbury.md>  
**Sent:** Thursday, April 17, 2025 2:57 PM  
**To:** Michael Lowe <mlowe@salisbury.md>  
**Cc:** Nicholas Voitiuc <nvoitiuc@salisbury.md>; Michael Zimmerman <mzimmerman@salisbury.md>; Saujanya Guragain <sguragain@salisbury.md>  
**Subject:** RE: Award of Bid Memo – ITB A-25-112 Sewer Line Cleaning and Inspections

Michael L. –

Assuming the estimated yearly expenditure is \$28,364.75, and a full contract term of 3 years would be less than the Council approval threshold of \$100,000, would you please process the contract documents for bid award to Premier Reline, LLC?

City of Salisbury			
Bid Results for Project Sewer Line Cleaning and Inspections (ITB A-25-112)			
Issued on 02/28/2025			
Bid Due on April 02, 2025 2:30 PM (EDT)			
Exported on 04/02/2025			
<b>Section/Bidder</b>	<b>Bid Amount</b>	<b>Responsive</b>	
Section 1			
Premier Reline LLC	\$28,364.75		
Mobile Dredging & Video Pipe INC	\$29,693.00		
Tri-State Utilities, LLC	\$49,539.50		

Thank you,

Jennifer Miller, NIGP-CPP, CPPO, CPPB  
Director  
Department of Procurement  
City of Salisbury  
125 N. Division Street, Room 200  
Salisbury, MD 21801  
(410) 548-3190






# City of Salisbury

## Fire Department

### Memo

To: Michael Lowe, Acting Director of Procurement  
From: Rob Frampton, Fire Chief   
Date: 6/12/2025  
Subject: Purchase of Ambulances (4)

The Fire Department was approved in the FY26 budget for the purchase of four (4) ambulances. The fire department has worked with a vendor and secured a cooperative purchasing program price through Sourcewell for \$2,105,980.00. I am recommending that the vendor be awarded the bid for our purchase four (4) 2027 Ford F-550 4x4 Road Rescue (Diesel) Ultramedic Ambulances. Attached is the letter from the vendor with the Sourcewell contract prices. An account number will be generated by Finance when the budget goes into effect. If you need additional information, please do not hesitate to reach out to me.



## Proposal for Furnishing Ambulance

Department:

Attn:

Upon an order being placed by you, and final acceptance by \_\_\_\_\_ the ambulance and equipment herein named will be manufactured for the following prices:

Price

Total:

Said ambulance and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about \_\_\_\_\_ months from date of order and the acceptance thereof by \_\_\_\_\_.

**Taxes:** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed ambulance does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

**Cancellation:** In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Atlantic Emergency Solutions may charge a cancellation fee of 30% of the purchase price.

**Terms:** The terms of this proposal will be governed by the laws of the state of Virginia. No additional terms or conditions will be binding upon Atlantic Emergency Solutions unless agreed to in writing and signed by a duly authorized officer of Atlantic Emergency Solutions.

This proposal is valid

Sincerely,





# City of Salisbury

## **Memorandum**

**To:** Mike Lowe, Acting Director of Procurement

**From:** Mike Dryden, Director of Field Operations

**Subject:** ITB A-26-103 Rear Loading Sanitation Truck

**Date:** 6/26/25

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Field Operations has located a rear-loading sanitation truck that is essential for improving the city's trash collection services. Adding this vehicle to the fleet is a critical step toward meeting the growing demands of residential and commercial waste pickup. Rear-loading trucks are known for their efficiency, ease of operation in tight urban spaces, and ability to handle large volumes of waste. By securing this truck, Field Operations can enhance route coverage, reduce collection times, and ensure cleaner neighborhoods. This addition supports the city's ongoing commitment to maintaining a high standard of public sanitation and environmental responsibility.

Pursuant to a thorough review pricing verification from the City Department of Procurement and the Department of Field Operations, please allow this memorandum to serve as the formal Department recommendation to purchase a 2025 Kenworth T880 Rear Loading Sanitation Truck in the amount of \$281,000 from All Road Trucks

Funding is available in General Ledger account number xxxxx-xxxxxx



Enter data in Green cells using tabs at bottom to lookup contract price factor by model and program CAR %.  
The contract price factor page can be printed and given to the customer if needed.

Kenworth Model:

Price Pages (active contract price pgs):

Total Chassis List Price

Sourcwell Price Factor for model:

Cust. Min List Upcharge if applies (ie= +\$1,000):

Materials Surcharge is no longer applied to customer calculation

Upfit Body, Services, etc. Mark Up % (max 5%)

T880

\$285,861.00

0.655

5.00%

Cab & Chassis Cost from Factory		
Truck List Price (contract price pages)		\$285,861.00
If stock unit, actual list if on different price pages		
List price credits		\$ -
Adjusted List Price		\$ 285,861.00
Net Disc. (HD=27% NMD=20%)	20%	\$ 228,689.00
If stock unit, any price protection adj:		
<b>Dealer Net Price</b>		\$ 228,689.00
Sales Allowance %	8.70%	-\$19,896.00
Product Conv Adj:		
Other invoice Charges or Credits		
Other invoice Charges or Credits		\$ -
<b>Adjusted Net:</b>		\$ 208,793.00
Factory Marketing Fee		\$ 1,395.00
Factory Freight Amount:		\$ 3,625.00
Sourcwell Prog Fee (NPO 9210159 or CDMA for stock)		\$ 750.00
<b>Factory ordered Extended Warranty &amp; TT+ *</b>		
Factory Invoice Amount		
Dealer PAC amount		\$ 3,000.00
Dealer Fee (if required)		\$ 599.00
Dealer Margin Including Body/Equip Markup		

Upfit Equipment / Body / Services, etc	
Body	\$ 116,902.00
transport from body co to dealership	
inspection, fuel, local del. (RO from Serv.dept)	\$ 1,500.00
Storage / Flooring & Insurance during body install	\$ -
Other Costs	\$ -
Other Costs	\$ -
Other costs	\$ -
Other costs	\$ -
Extended Transmission Warranty	\$ -
Other Warranty - CARB	\$ -
Other extended warranty purchased	\$ -
<b>Total body/equipment/services/etc:</b>	<b>\$ 118,402.00</b>

<b>Total Cost Chassis, Body, etc.</b>	<b>\$ 122,001.00</b>
---------------------------------------	----------------------

<b>Total Sales Price w/o FET &amp; Taxes</b>	<b>\$ 280,992.00</b>
----------------------------------------------	----------------------

FET Amount (if required):	\$ -
Registration Fees	\$ -
State Sales Tax	\$ -
County / Business Tax	\$ -
Other Tax	\$ 8.00
Other Tax	\$ -
Other Tax	\$ -
<b>Total FET, Tax and state fees:</b>	<b>\$ 8.00</b>

<b>Total Sales Price</b>	<b>\$ 281,000.00</b>
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\* = Factory ordered extended warranty will be added to customer offer price with % upfit markup automatically

Price calculation below can be provided to the customer. The calculations above are for your internal purpose only.

Customer / Agency Pricing	Customer / Agency Pricing	Customer / Agency Pricing	Customer / Agency Pricing
<b>Sourcwell contract - Cab &amp; Chassis Price</b>		<b>Upfit Equipment / Body / Services, etc</b>	
Truck List Price (contract price pages)	\$285,861.00	Total Body/ext.warranty/equipment, etc.	\$ 118,402.00
Sourcwell Price Factor for model:	0.655	Upfit Body, Services, etc. Mark Up % (max 5%)	5.00%
Cust. Min List Upcharge if applies (ie= +\$1,000):	\$0.00		
Materials Surcharge is no longer applied to customer calculation	\$0.00		
Local Discount (Dealer discretion)	(\$30,569.06)		
<b>Member Chassis Price</b>	<b>\$ 156,669.90</b>	<b>Member price body, warranty, and other goods</b>	<b>\$ 124,322.10</b>
		<b>Total FET, Tax and state fees:</b>	<b>\$ 8.00</b>
		<b>Total Member Price (Chassis + body/other + tax)</b>	<b>\$ 281,000.00</b>





DATE: May 29, 2025

Purchaser: City of Salisbury

Contact or Co-Purchaser:

Address: 132 N Main St

24360 Ocean Gateway, Mardela Springs, MD 21837

Salisbury

NC

28144-4336

City

State

Zip

Joe Pieroschek

Phone Number:

Sales Rep

EMAIL:

PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE(S)

☒ NEW

THIS ORDER IS NON-CANCELLABLE. REFER TO

☐ USED

PARAGRAPH HEADED NON-CANCELLABLE.

☐ SPECIAL ORDER

YEAR

2025

MAKE

Kenworth

MODEL/SERIES

T880

BODY TYPE

SERIAL NO.

1NKZL40X0SJ144565

APPROXIMATE

7/1/2025

ODOMETER

420

GVWR

RATING

Stock No.

KN144565

BASE PRICE OF VEHICLE:

\$279,643.00

TRADE-IN AND/OR OTHER CREDITS

Kenworth - T880 Other

STOCK NUMBER: KN144565

SN: 1NKZL40X0SJ144565

MAKE:

YEAR:

MODEL:

BODY:

SERIAL NO:

LEIN HOLDER:

ADDRESS

USED TRADE-IN(S) ALLOWANCE

\$

VALUE OF TRADE(S) NOT SUBJECT TO STATE TAX

\$

BALANCE OWED ON TRADE-IN

\$

NET ALLOWANCE ON USED TRADE-IN

\$

REBATE

\$

DEPOSIT OR CREDIT BALANCE

\$

ADDITIONAL DOWN PAYMENT

\$

DEALER PROCESSING FEE

\$599.00

ADDITIONAL SPECS./MISC. INFORMATION

CASH SALES PRICE

\$280,242.00

DISCRETIONARY TAX

\$

SALES TAX

%

\$0.00

AMOUNT EXEMPT FROM FET

\$

FET TAXABLE AMOUNT

\$280,242.00

FET (12%)

No

Tire Credit

\$

\$0.00

EXT WARRANTY

No

TITLING AND REGISTRATION:

BEACON / TITLE SVC FEE

\$750.00

TITLE FEES

\$

LIEN FILING FEES

\$

TIRE TAX

10

\$8.00

BATTERY TAX

\$0.00

TAG/REGISTRATION FEES

\$

TEMPORARY TAG FEES

\$

TOTAL TITLING AND REGISTRATION CHARGES:

\$758.00

TOTAL CASH DELIVERED PRICE

\$281,000.00

NO LIABILITY INSURANCE INCLUDED

DOWN PAYMENT:

MONEY DOWN

\$0.00

NET TRADE VALUE

\$

TOTAL:

\$0.00

TOTAL BALANCE DUE ON DELIVERY

\$281,000.00

THERE IS NO AGREEMENT, GUARANTEE, OR WARRANTY OF

MERCHANTABILITY OR OTHERWISE, VERBAL OR WRITTEN,

EXPRESSED OR IMPLIED, EXTENDING BEYOND THE DESCRIPTION

OF THE GOODS ON THE FACE OF THIS AGREEMENT

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. PURCHASE BY THIS EXECUTION OF THIS ORDER ACKNOWLEDGES THAT HE HAS READ ITS TERMS AND CONDITIONS AND AGREES TO SAME AND HAS RECEIVED A TRUE COPY OF THIS ORDER

X

ACCEPTED BY:

X

PURCHASER'S SIGNATURE

DEALER OR HIS AUTHORIZED REPRESENTATIVE





# City of Salisbury

Salisbury Police Department

DATE: June 17, 2025

TO: Michael Lowe  
Acting Director of Procurement

FROM: B. Tucker #1790

SUBJECT: Surplus Weapon – Captain Jason Yankalunas

The Salisbury Police Department has a history of gifting retiring Police Officers their duty weapon as a retirement gift. In accordance with 2.32.08 of the Salisbury City Code, and with the approval of The Chief of Police we are declaring one Glock, model 45MOS, 9mm semi-automatic handgun bearing serial number CBSH578, with attached Holosun optical sighting device, serial number MS071705, and attached Streamlight handgun light, serial number 594007 as surplus. The handgun and attached accessories have a total value of \$1,030.00. Post surplus, and with the approval of the department of procurement the firearm and accessories shall be transferred to Captain Jason Yankalunas, who retired in good standing from the Salisbury Police Department on June 27<sup>th</sup> 2025, for a fee of \$1.00 per standard procedure.

Respectfully Submitted,

 (TUCKER) 1790

B. Tucker #1790  
Quartermaster

Approved:



D. Meienschein  
Chief of Police

3774  
6-17-25



699 W. Salisbury Parkway  
Salisbury, MD 21801  
410-548-3165  
www.salisburypd.com







# City of Salisbury

Salisbury Police Department

DATE: June 10, 2025

TO: Michael Lowe  
Acting Director of Procurement

FROM: B. Tucker #1790

SUBJECT: Surplus Weapon – MPO Milton Rodriguez

The Salisbury Police Department has a history of gifting retiring Police Officers their duty weapon as a retirement gift. In accordance with 2.32.08 of the Salisbury City Code, and with the approval of The Chief of Police we are declaring one Glock, model 45MOS, 9mm semi-automatic handgun bearing serial number CBSH618, with attached Holosun optical sighting device, serial number MS031753, and attached Streamlight handgun light, serial number 593948 as surplus. The handgun and attached accessories have a total value of \$1,030.00. Post surplus, and with the approval of the department of procurement the firearm and accessories shall be transferred to MPO Milton Rodriguez, who retired in good standing from the Salisbury Police Department on May 30<sup>th</sup> 2025, for a fee of \$1.00 per standard procedure.

Respectfully Submitted,

*B. Tucker #1790*

B. Tucker #1790  
Quartermaster

Approved:

D. Meienschein  
Chief of Police



699 W. Salisbury Parkway  
Salisbury, MD 21801  
410-548-3165  
www.salisburypd.com



*copy 3774  
6-10-25  
cc: 11/17/25  
6-16-25*





# City of Salisbury

## **Memo**

To: Randy Taylor  
From: Jessie Turner  
Date: June 30, 2025  
Subject: Election Board

The following person has applied for appointment to the Election Board for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Stephan Feliciano	July 2031

Attached is the applicant's information and the resolution necessary for this appointment.

Attachment(s):  
[Res3415.pdf](#)



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**RESOLUTION NO. 3415**

BE IT RESOLVED, by the City of Salisbury, Maryland that the following individual is appointed to the Election Board for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Stephan Feliciano	July 2031

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on July 14, 2025.

ATTEST:

_____ Julie A. English CITY CLERK	_____ D'Shawn M. Doughty PRESIDENT, City Council
-----------------------------------------	--------------------------------------------------------

APPROVED BY ME THIS  
\_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Randolph J. Taylor, Mayor





# City of Salisbury

## **Memo**

To: Randy Taylor  
From: Jessie Turner  
Date: June 30, 2025  
Subject: Friends of Poplar Hill Board of Directors

The following person has applied for re-appointment to the Friends of Poplar Hill Board of Directors for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Jeanne Mears	July 2028

Attached is the applicant's information and the resolution necessary for this re-appointment.

Attachment(s):  
[Res3416.pdf](#)



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<u>Name</u>	<u>Term Ending</u>
Jeanne Mears	July 2028

ATTEST:

D'Shawn M. Doughty  
PRESIDENT, City Council

\_\_\_\_\_ day of \_\_\_\_\_, 2025

29





# City of Salisbury

## Memo

To: Mayor's Office  
From: Zachary White, Associate Planner  
Date: May 9, 2025  
Subject: Pohanka 2 Annexation (Chestnut Way) - 2nd Reading

The Department of Infrastructure & Development requests the above proposed Pohanka Kia Annexation be placed on the City Council legislative agenda schedule for the first reading, public hearing and second reading.

Consistent with the City's Annexation Policies and Procedures, the applicant has signed the annexation petition and has supplied additional information for your review in considering the request.

The site is comprised of two parcels, located east of northbound U.S. Route 13 between Maple Way and Cherry Way, and totals 5.28+/- acres in area. The site is located within the C-2 General Commercial Zoning District of Wicomico County, and the applicant has requested that the parcels be designated as General Commercial upon annexation. Planning Commission forwarded a favorable recommendation to have the property zoned General Commercial on September 20, 2024.

Attached, please find the proposed Annexation Resolution, as well as supplemental documents.

Unless you or the Mayor has any further questions, please forward a copy of this memo and the attachments to Council for their review.

Attachment(s):

[Res3412](#)

[Ex. 1 Petition for Annexation.pdf](#)

[Ex. 2 Property Description.pdf](#)

[Ex. 3 Annexation Plat.pdf](#)

[Ex. 4 4-404 Certification \(25%\).pdf](#)

[Ex. 5 Site Plan.pdf](#)

[Ex. 6 Annexation Agreement.pdf](#)

[Ex. 7 Annexation Plan.pdf](#)

[Public Notice.pdf](#)



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**RESOLUTION NO. 3412**

**A RESOLUTION** to annex certain land to be known as “Chestnut Way – Pohanka Kia Annexation”, as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 5.280 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation.

**WHEREAS**, the City of Salisbury is authorized by the provisions of §4-401 *et seq.* of the Local Government Article of the Maryland Annotated Code to expand its municipal boundaries by annexing lands adjacent to it; and

**WHEREAS**, the City of Salisbury has received a Petition for Annexation dated March 19, 2025, attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, requesting that the City of Salisbury annex that certain area of land generally located east of northbound U.S. Route 13 between Maple Way and Cherry Way and adjacent to the City of Salisbury’s existing municipal boundary, consisting of a total of 5.280 acres of land, more or less, being all that real property identified as Map 0029, Grid 0023, Parcel 0017 and Map 0029, Grid 0022, Parcel 0017 and a portion of the public road right-of-way known as “Chestnut Way”, containing 5.280 acres more or less, and further being the same real property more particularly described in the Property Description attached hereto as **Exhibit 2**, and more particularly depicted on that certain plat entitled “Proposed Annexation” dated March 13, 2024 and prepared by Brian M. Dennis, attached hereto as **Exhibit 3** (the aforesaid real property is hereinafter referred to as the “**Property**”); and

**WHEREAS**, the City of Salisbury has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of April, 29, 2025, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit 4**; and

**WHEREAS**, the Property is adjacent to existing City of Salisbury boundaries, and if the Property is incorporated into the City of Salisbury boundaries, no enclaves of non-City of Salisbury land will be created; and

**WHEREAS**, it appears that the aforesaid Petition for Annexation meets all the requirements of applicable state and local law; and

**WHEREAS**, pursuant to MD Code, Local Government, § 4-415, the City of Salisbury is required to adopt an Annexation Plan for the proposed annexation of the Property; and,

**WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this Resolution, providing for the Council of the City of Salisbury’s annexation of the Property and approval of the Annexation Plan (as defined hereinbelow), shall be and hereby is scheduled for July 14, 2025 at 6:00



38 p.m.

39  
40 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
41 **SALISBURY** as follows:

42 **Section 1.** It is proposed and recommended that that the municipal boundaries of the City of  
43 Salisbury be changed so as to annex to and include within the said municipal boundaries of the City of  
44 Salisbury all that certain real property more particularly described in **Exhibits 2, 3, 4 and 5** attached hereto  
45 and incorporated by reference as if fully set forth herein (the real property to be annexed by the City of  
46 Salisbury as contemplated by this Resolution is hereinafter referred to as the “**Property**”).

47 **Section 2.** The annexation of the Property be and hereby is approved by the Council of the City of  
48 Salisbury subject to all terms, conditions and agreements contained in the proposed Annexation Agreement  
49 and the Annexation Plan, attached as **Exhibits 6 and 7, respectively**, each of which is attached hereto and  
50 incorporated herein as if all such terms, conditions and agreements contained in such Exhibits were  
51 specifically set forth at length in this Resolution. Upon the effective date of this Resolution, the provisions  
52 of the Charter and Code of the City of Salisbury, and any local public laws enacted or so enacted affecting  
53 the City of Salisbury, shall be effective within the Property except to the extent that this Resolution or the  
54 Annexation Agreement provide otherwise.

55 **Section 3.** The Mayor of the City of Salisbury be and hereby is authorized to execute on behalf of  
56 the City of Salisbury the Annexation Agreement attached hereto as **Exhibit 6**.

57 **Section 4.** The Annexation Plan attached hereto as **Exhibit 7** be and hereby is adopted for the City  
58 of Salisbury’s annexation of the Property as contemplated by this Resolution.

59 **Section 5.** The Zoning Map of the City of Salisbury shall be amended to include the Property  
60 within that certain Zoning District of the City of Salisbury identified as “**General Commercial**”, which  
61 said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by this  
62 Resolution, is presently zoned “**C-2 General Commercial**” in accordance with the existing zoning laws of  
63 Wicomico County, Maryland.

64 **Section 6.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury  
65 shall hold a public hearing on this Resolution on July 14, 2025 at 6:00 p.m. in the Council Chambers at the  
66 City-County Office Building, and the City Administrator shall cause a public notice of time and place of  
67 the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in at  
68 least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall specify  
69 a time and place at which the Council of the City of Salisbury will the hold the aforesaid public hearing,  
70 the date of which shall be no sooner than fifteen (15) days after the final required date of publication as  
71 specified hereinabove.



72           **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY**  
73 **AS FOLLOWS:**

74           **Section 7.** It is the intention of the Council of the City of Salisbury that each provision of this  
75 Resolution shall be deemed independent of all other provisions herein.

76           **Section 8.** It is further the intention of the Council of the City of Salisbury that if any section,  
77 paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or  
78 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to  
79 the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this  
80 Resolution shall remain and shall be deemed valid and enforceable.

81           **Section 9.** The Recitals set forth hereinabove are incorporated into this section of this Resolution  
82 as if such recitals were specifically set forth at length in this Section 9.

83           **Section 10.** This Resolution and the annexation of the Property as contemplated herein, shall take  
84 effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right  
85 of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-401, et seq.

86           **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the  
87 City of Salisbury held on June 16, 2025, having been duly published as required by law in the meantime,  
88 and a public hearing was held on July 14, 2025 at 6:00 p.m., and was finally passed by the Council at its  
89 regular meeting held on July 14, 2025.

91 \_\_\_\_\_  
92 Julie A. English,  
93 City Clerk

\_\_\_\_\_

D'Shawn M. Doughty,  
Council President

94  
95 APPROVED BY ME this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

96  
97  
98 \_\_\_\_\_  
99 Randolph J. Taylor,  
100 Mayor



# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

I/We request annexation of my/our land to the City of Salisbury. 6 LOTS

Parcel(s) # 0029 - 0023 - 0017 - BLOCK 'D' - LOT 1A

0029 - 0023 - 0017 - BLOCK 'C' - LOT 1

0029 - 0022 - 0017 - BLOCK 'C' - LOT 2

Map # 0029 - 0023 - 0017 - BLOCK 'C' - LOT 3

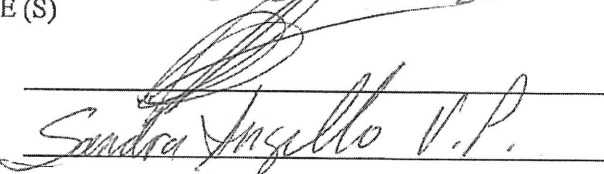
0029 - 0023 - 0017 - BLOCK 'C' - LOT 5

0029 - 0022 - 0017 - BLOCK 'C' - LOT 7

SIGNATURE (S)

Signature

Printed

  
Sandra Angello V.P.

Date

3/19/25

VICE PRESIDENT OF CFKia LLC

AUTHORIZE AGENT, ZION ROAD TWO, LLC

Signature

Printed

Date

Signature

Printed

Date



## CHESTNUT WAY – POHANKA KIA

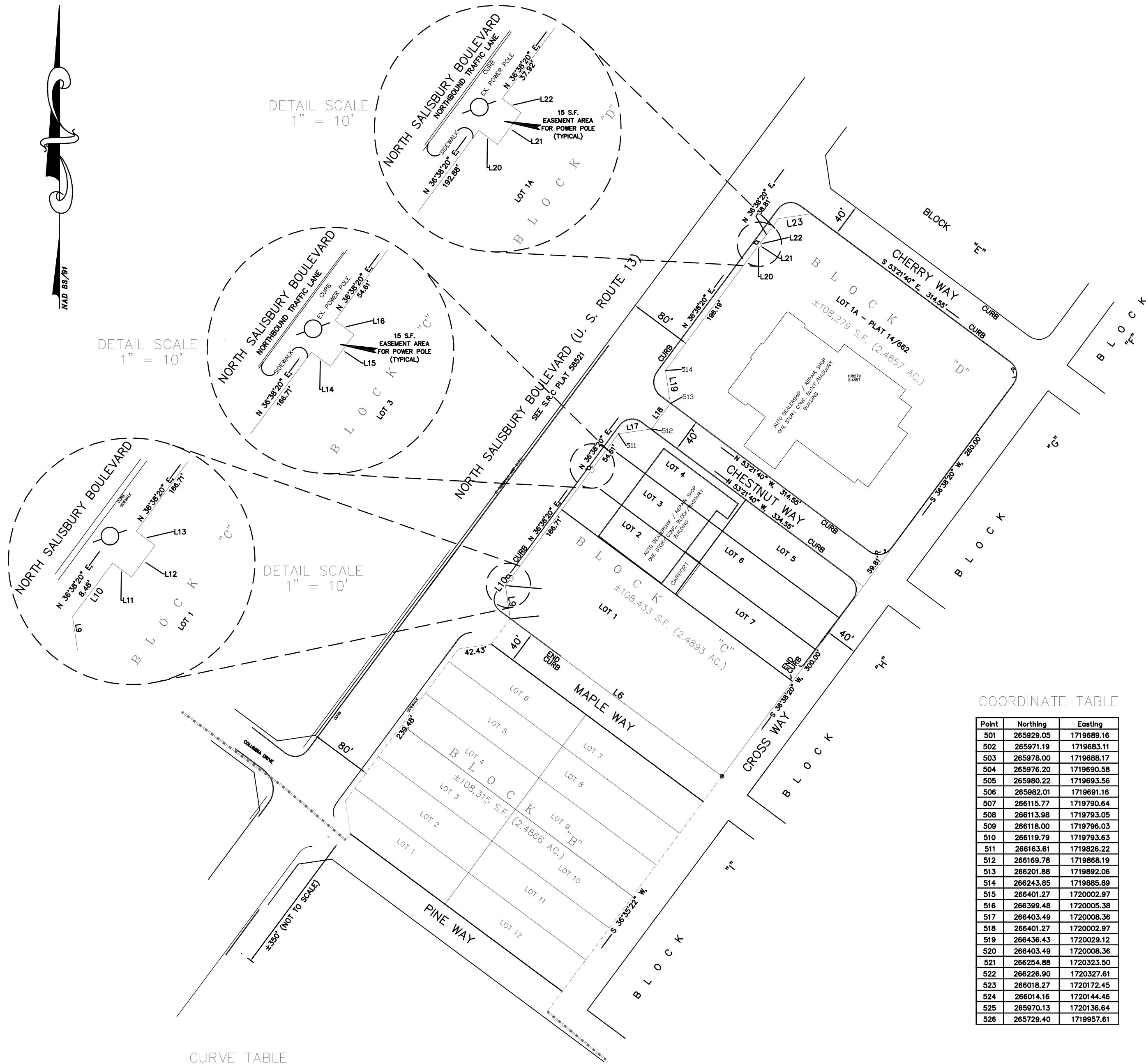
Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, located at the intersection of the northerly right of way line of Maple Way and the westerly right of way line of Cross Way. X 1,207,531.66 Y 204,982.14 (1) Thence by and with the said line of Cross Way North thirty-six degrees thirty-eight minutes twenty seconds East (N 36° 38' 20" E) three hundred decimal zero, zero (300.00) feet to a point intersecting the southerly right of way line of Chestnut Way. X 1,207,710.78 Y 205,222.80 (2) Thence continuing with the said line of Cross Way North thirty-six degrees thirty-eight minutes twenty seconds East (N 36° 38' 20" E) fifty-nine decimal eight, one (59.81) feet to a point at the end of a curve on the northerly right of way line of Chestnut Way. X 1,207,746.58 Y 205,270.95 (3) Thence continuing with the said line of Cross Way North thirty-six degrees thirty-eight minutes twenty seconds East (N 36° 38' 20" E) two hundred sixty decimal zero, zero (260.00) feet to a point at the beginning of a curve on the southerly right of way line of Cherry Way. X 1,207,901.74 Y 205,497.57 (4) Thence by and with said curve, to the left, having a radius of 20.00 feet and a length of 31.42 feet, a chord bearing of North eight degrees twenty-one minutes forty seconds West (N 08° 21' 40" W) a chord distance of twenty-eight decimal two, eight (28.28) feet to a point. X 1,207,897.63 Y 205,507.56 (5) Thence by and with the said line of Cherry Way North fifty-three degrees twenty-one minutes forty seconds West (N 53° 21' 40" W) three hundred fourteen decimal five, five (314.55) feet to a point on the easterly right of way line of North Salisbury Boulevard. X 1,207,645.23 Y 205,695.27 (6) Thence by and with the said line of North Salisbury Boulevard the following seven courses: (6a) South eighty-one degrees thirty-eight minutes twenty seconds West (S 81° 38' 20" W) forty-two decimal four, three (42.43) feet to a point. X 1,207,603.26 Y 205,689.10 (6b) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) thirty-eight decimal eight, one (38.81) feet to a point. X 1,207,580.09 Y 205,657.96 (6c) South fifty-three degrees twenty-one minutes forty seconds East (S 53° 21' 40" E) three decimal zero, zero (3.00) feet to a point. X 1,207,582.50 Y 205,656.17 (6d) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) five decimal zero, zero (5.00) feet to a point. X 1,207,579.52 Y 205,652.16 (6e) North fifty-three degrees twenty-one minutes forty seconds West (N 53° 21' 40" W) three decimal zero, zero (3.00) feet to a point. X 1,207,577.11 Y 205,653.95 (6f) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) one hundred ninety-six decimal one, nine (196.19) feet to a point. X 1,207,460.03 Y 205,496.52 (6g) South eight degrees twenty-one minutes forty seconds East (S 08° 21' 40" E) forty-two decimal four, three (42.43) feet to a point on the northerly right of way line of the aforementioned Chestnut Way. X 1,207,466.20 Y 205,454.55 (7) Thence crossing the said Chestnut Way South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) forty decimal zero, zero (40.00) feet to a point on the aforesaid line of North Salisbury Boulevard. X 1,207,442.33 Y 205,422.45 (8) Thence by and with the said line of North Salisbury Boulevard the following eleven courses: (8a) South eighty-one degrees thirty-eight minutes twenty seconds West (N 81° 38' 20" W) forty-two decimal four, three (42.43) feet to a point. X 1,207,400.35 Y 205,416.28 (8b) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) fifty-four decimal six, one



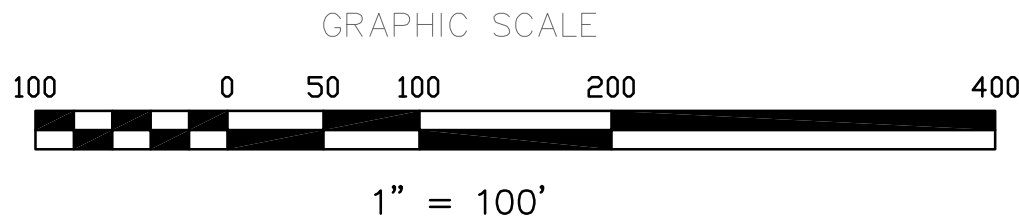
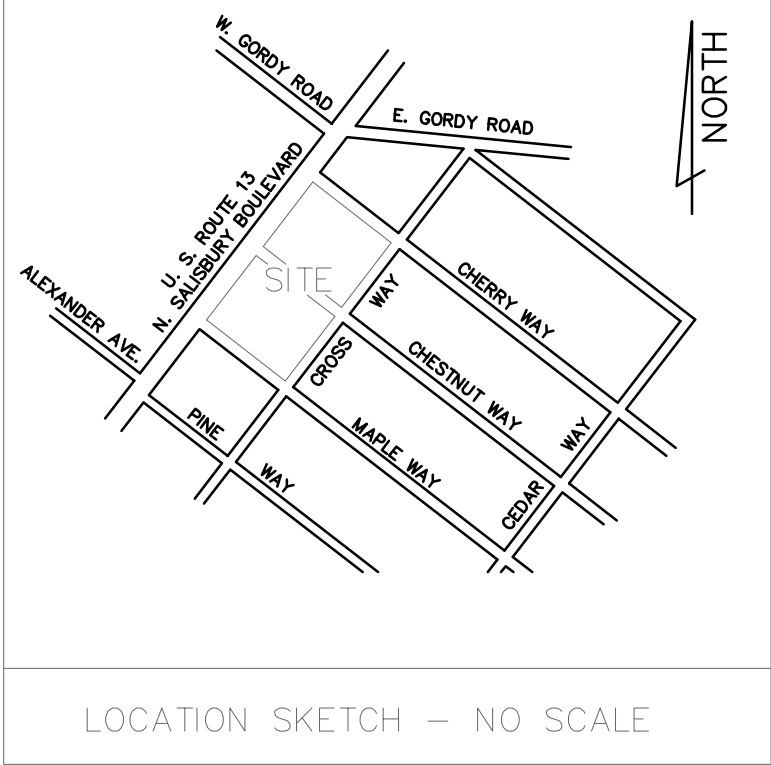
(54.61) feet to a point. X 1,207,367.76 Y 205,372.46 (8c) South fifty-three degrees twenty-one minutes forty seconds East (S 53° 21' 40" E) three decimal zero, zero (3.00) feet to a point. X 1,207,370.17 Y 205,370.67 (8d) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) five decimal zero, zero (5.00) feet to a point. X 1,207,367.18 Y 205,366.66 (8e) North fifty-three degrees twenty-one minutes forty seconds West (N 53° 21' 40" W) three decimal zero, zero (3.00) feet to a point. X 1,207,364.78 Y 205,368.45 (8f) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) one hundred sixty-six decimal seven, one (166.71) feet to a point. X 1,207,265.29 Y 205,234.68 (8g) South fifty-three degrees twenty-one minutes forty seconds East (S 53° 21' 40" E) three decimal zero, zero (3.00) feet to a point. X 1,207,267.70 Y 205,232.89 (8h) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) five decimal zero, zero (5.00) feet to a point. X 1,207,264.72 Y 205,228.88 (8i) North fifty-three degrees twenty-one minutes forty seconds West (N 53° 21' 40" W) three decimal zero, zero (3.00) feet to a point. X 1,207,262.31 Y 205,230.67 (8j) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) eight decimal four, eight (8.48) feet to a point. X 1,207,257.25 Y 205,223.86 (8k) South eight degrees ten minutes fifteen seconds East (S 08° 10' 15" E) forty-two decimal five, seven (42.57) feet to a point on the northerly right of way line of the aforementioned Maple Way at a corner of the existing Corporate Limits Line. X 1,207,263.30 Y 205,181.73 (9) Thence by and with the said Corporate Limits line and said right of way line of Maple Way South fifty-three degrees twenty-one minutes forty seconds East (S 53° 21' 40" E) three hundred thirty-four decimal five, five (334.55) feet to the point of beginning.

Annexation containing 5.280 acres, more or less.





LINE	BEARING	DISTANCE
L6	N 53°21'40" W	334.55'
L9	N 08°10'15" W	42.57'
L10	N 36°38'20" E	8.48'
L11	S 53°21'40" E	3.00'
L12	N 36°38'20" E	5.00'
L13	N 53°21'40" W	3.00'
L14	S 53°21'40" E	3.00'
L15	N 36°38'20" E	5.00'
L16	N 53°21'40" W	3.00'
L17	N 81°38'20" E	42.43'
L18	N 36°38'20" E	40.00'
L19	N 08°21'40" W	42.43'
L20	S 53°21'40" E	3.00'
L21	N 36°38'20" E	5.00'
L22	N 53°21'40" W	3.00'
L23	N 81°38'20" E	42.43'



GENERAL NOTES

- COORDINATES REFLECT CITY OF SALISBURY HORIZONTAL DATUM
- IT IS THE OWNERS' INTENT TO ANNEX ALL OF LOTS "C" AND "D" OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REF. 217/19) LESS ANY AND ALL LANDS CONVEYED TO THE MD STATE HIGHWAY ADMINISTRATION AND THE STATE ROADS COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SALISBURY BOULEVARD).
- ZONING  
EXISTING WICOMICO COUNTY C-2 (GENERAL COMMERCIAL DISTRICT)  
PROPOSED CITY OF SALISBURY GC (GENERAL COMMERCIAL DISTRICT)

PROPOSED ANNEXATION AREA BREAKDOWN

BLOCK "C"	±2.4893 AC.
BLOCK "D"	±2.4857 AC.
CHESTNUT WAY	±0.3092 AC.
TOTAL AREA	±5.2796 AC.

LEGEND

PRESENT CORPORATE LIMIT  
PROPOSED CORPORATE LIMIT

ANNEXATION PLAT OF BLOCK "C" AND "D"  
MAPLE PLAINS  
N. SALISBURY BOULEVARD - SALISBURY MARYLAND

FOR

ZIONROADTWO LLC

OWNERS AND SURVEYORS CERTIFICATE

BRIAN M. DENNIS, PROPERTY LINE SURVEYOR NO. 527 PERSONALLY PREPARED THIS PLAT AND WAS IN DIRECT RESPONSIBLE CHARGE OVER THE SURVEYING WORK REFLECTED IN IT, ALL IN COMPLIANCE WITH REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09.13.06.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER SUCH CONDITIONS NOT FOUND IN CURRENT DEEDS OF RECORD.

REVISED 13 MARCH 2024 PER CITY COMMENTS

PROPOSED ANNEXATION

SCALE	1" = 100'	DATE	13 March 2024
DEED REF.	5155/175 (P. 7 & 8)	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	- BLOCK C & D
COUNTY	WICOMICO	DISTRICT	PARSONS NO.5
TAX MAP	29 PARCEL 17	ZONING	SEE GENERAL NOTE 3
F.I.R.M. MAP NO.	24045C0114E	FLOOD HAZARD ZONE	X
PROJ. NO.	10-033-20	SURV/DR	BMD FB/pg 114/50

BRIAN M. DENNIS

LAND SURVEYING & SITE PLANNING

30319 Zion Road - Salisbury, MD 21804  
Telephone 443-783-4861

E-mail: surveyor527@gmail.com





CERTIFICATION

CHESTNUT WAY – POHANKA ANNEXATION

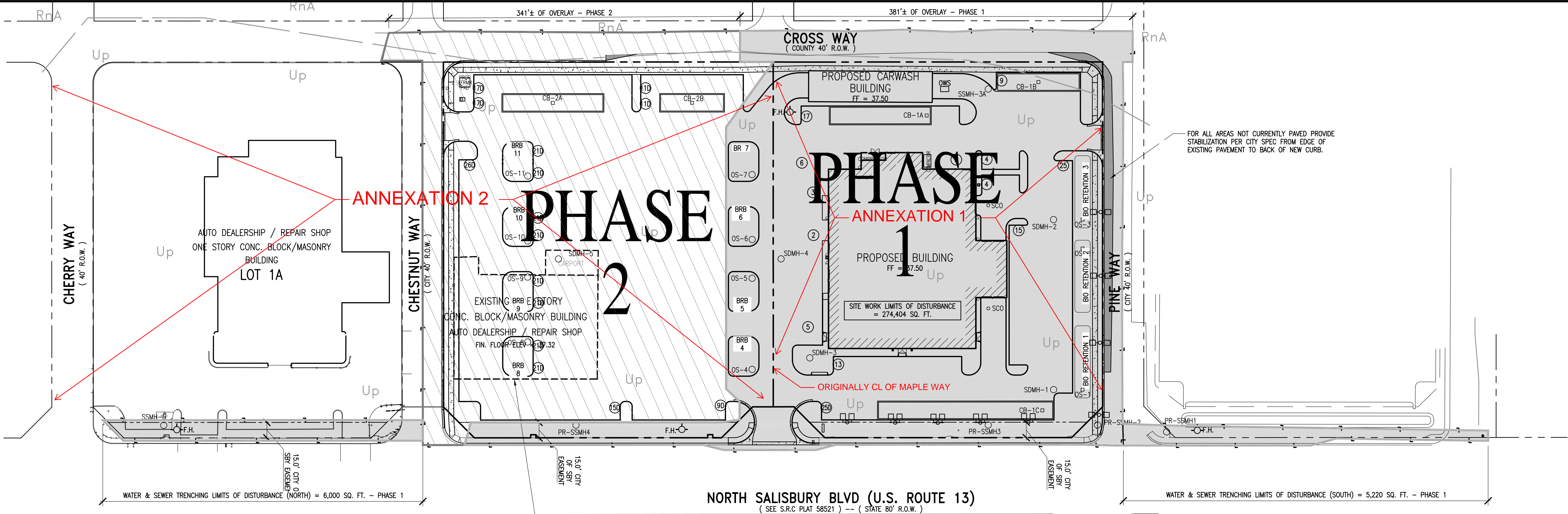
This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real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

Leslie C. Sherrill  
Surveyor

Date: 4/29/2025

Chestnut Way – Pohanka – Certification – 04-29-2025.doc

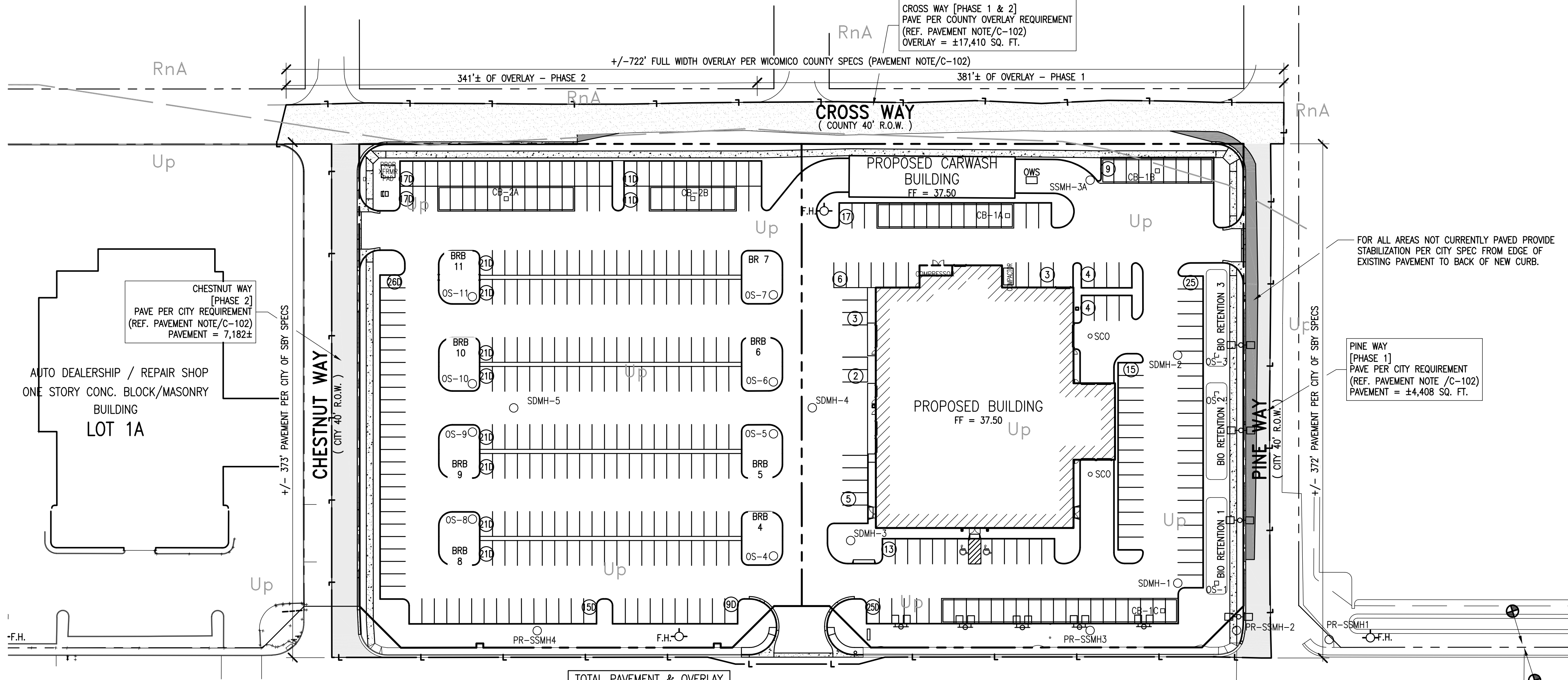
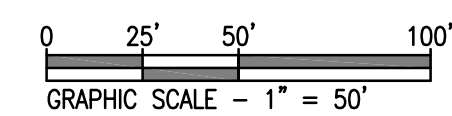




NORTH SALISBURY BLVD (U.S. ROUTE 13)  
(SEE S.R.C. PLAT 58521) -- (STATE 80' R.O.W.)

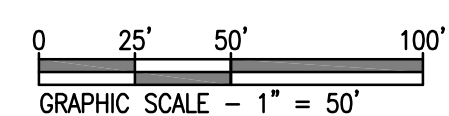
EXISTING BUILDING TO REMAIN UNTIL PHASE 1 COMPLETION THEN REMOVAL OF EXISTING BUILDING AT THE START OF PHASE 2.

PHASING PLAN  
SCALE: 1" = 50'



NORTH SALISBURY BLVD (U.S. ROUTE 13)  
(SEE S.R.C. PLAT 58521) -- (STATE 80' R.O.W.)

STREET PAVEMENT PLAN  
SCALE: 1" = 50'



**LEGEND**

---	PROPERTY LINE
---	LIMITS OF DISTURBANCE
---	20' B.S.L.
---	EXISTING CONTOURS
⑥	PROPOSED PARKING SPACES
②⑥	PROPOSED DISPLAY PARKING SPACES
□ □ □	PROPOSED LIGHT POLE
---	PROPOSED CONCRETE (REF. SPECIFICATIONS/C-001)
---	PROPOSED OVERLAY PER WICOMICO COUNTY (REF. PAVEMENT NOTE 1 THIS SHEET)
---	PROPOSED PAVEMENT & MILLING PER CITY (REF. PAVEMENT NOTE 2 THIS SHEET)
---	PROPOSED HEAVY ASPHALT PAVEMENT (REF. SPECIFICATIONS/C-001)
MH ○	PROPOSED MANHOLE
OS2 □	PROPOSED OUTLET STRUCTURE

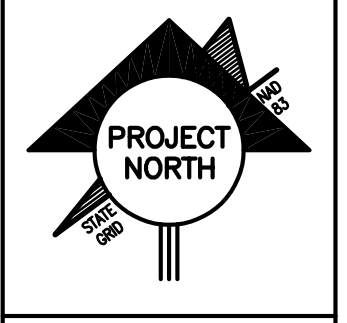
**NOTE FOR EXISTING UNPAVED AREAS:**  
FOR ALL AREAS NOT CURRENTLY PAVED PROVIDE STABILIZATION PER CITY SPEC FROM EDGE OF EXISTING PAVEMENT TO BACK OF NEW CURB.

- PAVEMENT NOTE**
- REFERENCE WICOMICO COUNTY OVERLAY REQUIREMENT
  - REFERENCE CITY OF SALISBURY MILLING & PAVEMENT REQUIREMENT PER "ROAD CONSTRUCTION MATERIALS (LATEST REVISION 01-02-18) AND PAVING POLICY APPROVED ON JULY 8, 2013 THROUGH RESOLUTION 2298.

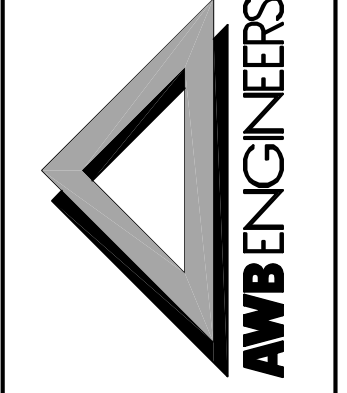
APPROVED: CITY OF SALISBURY DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT  
RICHARD BALDWIN, P.E. DIRECTOR  
CITY PROJECT #  
DATE

COPYRIGHT © 2023, ANDREW W. BOOTH & ASSOCIATES, INC.

REV	DESCRIPTION	BY	DATE
1	CITY OF SALISBURY CONCEPT REVIEW	EFT	22 DEC 23
2	PRELIMINARY REVIEW	EFT	04 OCT 24



ENGINEERS/ARCHITECTS  
1942 NORTHWOOD DRIVE SALISBURY, MARYLAND 21801-7824  
PH. (410) 742-1298 FAX. (410) 742-0273



PHASING & STREET PAVEMENT PLAN  
2023 POHANKA KIA DEALERSHIP  
SALISBURY, MARYLAND  
SCALE 1"=50'  
DRAWN EFT  
PROJ.MGR. EFT  
JOB 220902.004  
SHEET C-102



# CHESTNUT WAY – POHANKA KIA ANNEXATION

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “**City**”), and *Zionroadtwo, LLC*, a Maryland limited liability company (“**Zionroadtwo**”) (the City and Zionroadtwo are hereinafter referred to collectively as the “**Parties**”).

### RECITALS

**WHEREAS**, Zionroadtwo has submitted a Petition for Annexation dated March 19, 2025 for the property described below and further delineated in the exhibits attached hereto, containing 5.280 acres, more or less (the Petition for Annexation and Property Description are incorporated herein and attached hereto as *Exhibits 1 and 2*, respectively); and

**WHEREAS**, for purposes of this Agreement, the term “Zionroadtwo” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of Zionroadtwo, as the case may be, such that this Agreement, and all of the terms and conditions set forth herein, shall apply to, be binding in all respects upon and inure to the benefit of each and every successor-in-interest and/or assign of Zionroadtwo, as the case may be; and

**WHEREAS**, Zionroadtwo is the fee simple owner of that certain real property having a premises address of N. Salisbury Boulevard, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-034736 (“Block C, Lot 1”), 1911 N. Salisbury Boulevard, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034744 (“Block C, Lot 2”), 1911 N. Salisbury Boulevard, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034752 (“Block C, Lots 3,4”), Cross Street, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034760 (“Block C, Lots 5, 6 & Part 7”), Cross Way, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034779 (“Block C, Lot Part 7”), said Block C collectively consisting of approximately 2.4893 acres of land, more or less, and that certain real property having a premises address of 1915 N. Salisbury Boulevard, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-079128 (“Block D, Lot 1A”), said Block D consisting of approximately 2.4857 acres of land, more or less, the said Blocks C and D collectively being all that same real property identified as Map 0029, Grid 0023, Parcel 0017 and Map 0029, Grid 0022, Parcel 0017 on the Tax Records of the State of Maryland, and further being, in all respects, a portion of that real property described in a Deed, dated August 1, 2022, from Gramm Salisbury Properties, LLC to Zionroadtwo, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 175 (Blocks C and D are hereinafter referred collectively as the “**Pohanka Kia Property**”); and

**WHEREAS**, the Pohanka Kia Property is subject to a Purchase Money Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing (Maryland – Wicomico County) held by Truist Bank, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 186 (hereinafter referred to as “**Mortgagee**”);

**WHEREAS**, the Pohanka Kia Property consists of 4.975 +/- acres of land as more particularly depicted on that certain plat entitled “Proposed Annexation” dated March 13, 2024 and prepared by Brian M. Dennis, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit 3*); and

**WHEREAS**, the Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit 2* (the “**Chestnut Way-Pohanka Kia Property Description**”); and



**WHEREAS**, the Annexation Plat and Chestnut Way - Pohanka Kia Property Description further depicts all that certain portion of the public road right-of-way known as “Chestnut Way”, consisting of .3092+/- acre of land more or less. (The aforesaid public road right-of-way is hereinafter referred to as the “**Chestnut Way ROW**”; the Pohanka Kia Property and the Chestnut Way ROW are hereinafter referred to collectively as the “**Property**”); and

**WHEREAS**, the City has caused to be made a certification of the signatures on the Petition for Annexation at issue herein and the City has verified that the persons signing the Petition for Annexation represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of May, 22, 2024 (the Certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, is incorporated herein and attached hereto as **Exhibit 4**); and

**WHEREAS**, Zionroadtwo intends to construct upon the Property certain commercial buildings and associated site improvements consistent with the use of property located in the City’s General Commercial zoning district, and as more fully set forth in the proposed plan for development of the Pohanka Kia Property as shown on the Phasing and Street Pavement Plan attached hereto and incorporated herein as **Exhibit 5** (hereinafter collectively referred to as the “**Site Plan**”); and

**WHEREAS**, all of the land which makes up the Property is located within Wicomico County, Maryland and outside the municipal boundaries of the City, and, therefore, the Property is ineligible to receive City services, including municipal water and sanitary sewer utility service, which Zionroadtwo desires to obtain for its development of the Property as aforesaid; and

**WHEREAS**, the City is willing to annex the Property, provided Zionroadtwo agrees to adhere to all laws, ordinances and regulations of the City, and the provisions of this Agreement, regarding Zionroadtwo’s use and development of the Property; and

**WHEREAS**, appropriate and required public hearings on the proposed annexation of the Property have been held pursuant to all applicable state and local laws; and

**WHEREAS**, pursuant to the authority contained in MD Code, Local Government, § 4-101, et seq., the City and Zionroadtwo enter into this Agreement to set forth the terms and conditions of the proposed annexation of the Property and all annexation proceedings relating thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

**1. Effective Date.**

The effective date of this Agreement shall be the date upon which the Resolution approving the City’s annexation of the Property becomes effective (said Resolution is hereinafter referred to as the “**Annexation Resolution**”). The annexation of the Property shall not become effective unless and until all applicable appeal and referendum periods have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City’s annexation of the Property.

**2. Warranties & Representations of the City.**

(a) The City, the Salisbury-Wicomico County Planning Commission, and associated staff shall be guided by this Agreement, throughout the review of any and all development plans submitted for or relating to the Property or any portion thereof to ensure the provisions of this Agreement are specifically implemented. Any approval granted to or for a development plan for the Property or any portion thereof by any commission, board, body or agent of the City shall be in substantial compliance with all of the terms and conditions of this Agreement.



(b) The Parties expressly acknowledge and agree the City's support for the annexation of the Property, as provided herein, is not intended, nor shall it be construed, to prohibit the City from enacting such future ordinances, charter provisions, engineering standards or any amendments thereto deemed necessary or appropriate to protect the public, health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property or any portion thereof, provided any such application does not operate to divest prior approvals, nor interfere with Zionroadtwo's vested rights in and to the Property, or any portion thereof, to any extent greater than the impact of such ordinances and charter resolutions have upon other similarly-situated properties located within the municipal boundaries of the City.

### **3. Warranties & Representations of Zionroadtwo.**

(a) This Agreement shall constitute the written consent of Zionroadtwo to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). Zionroadtwo requests the annexation in accordance with the Annexation Plat attached as ***Exhibit 3*** and the Site Plan attached as ***Exhibit 5***. Zionroadtwo represents and warrants to the City that it has the full power and authority to sign this Agreement. Zionroadtwo further represents and warrants to the City that there is no action pending against, or otherwise involving, Zionroadtwo that would affect, in any way, the right and authority of Zionroadtwo to execute this Agreement.

(b) Zionroadtwo expressly acknowledges and agrees that it will receive a benefit from and upon the City's annexation of the Property; accordingly, by Zionroadtwo's execution of this Agreement, Zionroadtwo agrees, as a bargained-for condition for the City's annexation of the Property, to waive and relinquish any and all right it has or may have to withdraw its consent to the City's annexation of the Property or any portion thereof. Zionroadtwo shall not petition the Annexation Resolution to referendum and, in the event the Annexation Resolution is petitioned to referendum and Zionroadtwo is permitted to vote in such referendum, Zionroadtwo shall vote in favor of the Annexation Resolution.

### **4. Application of City Code and Charter; City Taxes.**

From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter (the "**Charter**") and the Salisbury Municipal Code (the "**City Code**") shall have full force and effect within the Property, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Property, the Property shall be subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

### **5. Municipal Zoning.**

Upon the effective date of the Annexation Resolution, the Property shall be zoned General Commercial, as set forth in Chapter 17.36 of the City Code.

### **6. Municipal Services.**

(a) Subject to the obligations of Zionroadtwo set forth in Section 9(f)(i)-(ii) hereof, the City agrees to provide all necessary municipal services required for Zionroadtwo's development of the Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services as generally available to City residents.

(b) With regard to public water and sewer allocation for the Property or any portion thereof, any allocation of public water or wastewater capacity and/or services shall be made by the City according to adopted allocation plans in effect at the time Zionroadtwo makes a request for such capacity and/or services.



**7. Standards & Criteria.**

Should any environmental, engineering, or other similar standard or criteria expressly provided in this Agreement be exceeded by any local, state or federal law, regulation, rule, standard or authorized criteria, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria, law or regulation shall apply.

**8. City Boundary Markers.**

(a) Zionroadtwo, at its sole cost and expense, shall install Boundary Markers at the boundary lines representing the enlarged City boundaries resulting from the City's annexation of the Property. Zionroadtwo shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the boundary lines, as aforesaid, within ninety (90) days of the expiration of the forty-five (45) day referendum period applicable to the Annexation Resolution.

(b) In the event Zionroadtwo fails to comply with its obligations under Section 8(a) hereof, then, upon the expiration of the ninety (90) day period set forth in Section 8(a), Zionroadtwo shall make payment to the City in the amount of either Ten Thousand Dollars and 00/100 (\$10,000.00) or the amount of the costs incurred by the City to perform the obligations of Zionroadtwo under Section 8(a), whichever is greater.

**9. Development Considerations.**

(a) **Fees & Costs.** Zionroadtwo expressly acknowledges and agrees that it shall make payment to the City for any and all fees, costs and/or expenses, including, but not limited to, legal fees, planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement, the preparation of the Annexation Resolution, the preparation of any other document(s) pertaining to the annexation of the Property, the publication of public notice(s) for the annexation of the Property, and any other matter relating to or arising from the annexation of the Property, as determined by the City in its sole discretion. The City shall invoice Zionroadtwo for all costs to be paid by Zionroadtwo under this Section 9(a) and Zionroadtwo shall make payment to the City for all such amounts within fifteen (15) days of Zionroadtwo's receipt of any such invoice from the City.

(b) **Development of Property.** Zionroadtwo shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City's General Commercial zoning district.

(c) **Contribution to Area Improvement.** Zionroadtwo agrees to install ADA-accessible sidewalks, curbs, gutters and City standard street lights along the full public road frontage of the Property, including but not limited to the portions of the Property fronting on Cherry Way, and to install pedestrian walkways within the Property in such manner and to such extent as determined necessary and appropriate by the City's Department of Infrastructure and Development.

(d) **Contribution to the Re-Investment in Existing Neighborhoods.**

(i) Zionroadtwo shall pay to the City a non-refundable development assessment in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (the "**Development Assessment**"). Zionroadtwo expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement. **The City hereby acknowledges its receipt of said Development Assessment.**



- (ii) In the event Zionroadtwo fails to pay the Development Assessment to the City in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, Zionroadtwo shall make payment of the Development Assessment, including all late charges incurred thereon, if any, to the City, prior to the City's issuance of any permit for or relating to any development of the Property.
- (iii) The Parties expressly acknowledge and agree the Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against Zionroadtwo or the Property in accordance with the terms and conditions of this Agreement and/or pursuant to any law or regulation applicable to the Property and/or the development thereof.

(e) **Community & Environmental Design.** Zionroadtwo expressly acknowledges and agrees that any development plan for the Property shall: feature strong pedestrian, functional and visual relationships from the street and sidewalk to the front entrance of each structure constructed at or upon the Property; include enhanced site landscaping which recognizes and otherwise displays the "gateway" character of the Property; and, provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Property and the residentially zoned properties adjoining portions of the Property.

(f) **Public Utility Improvements & Extensions.**

- (i) The Parties expressly acknowledge and agree that extensions of public water and sanitary sewer utilities will be necessary to meet the utility service requirements for and within the Property. Accordingly, the Parties expressly acknowledge and agree that Zionroadtwo shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, such public water and sanitary sewer utility extension(s), including water and sewer main(s), trunk line(s), fire hydrant(s) and appurtenant facilities, required or imposed to serve the development or redevelopment of, or any other site improvements to or for, the Property or any portion thereof, in accordance with the City's standards and specifications. **Owner shall extend water and sewer from existing infrastructure through the far boundary of the Property, the location of which is to be determined at the time of the Salisbury-Wicomico County Planning Commission development plan review and approval. The extension of water and sewer shall be an express condition of approval of any development plan submitted to the Planning Commission subsequent to the date of this Agreement.**
- (ii) In addition to the provisions set forth in Section 9(f)(i), Zionroadtwo's design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the Property shall be governed by the terms and conditions of a Public Works Agreement, by and between Zionroadtwo and the City (the "PWA"), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective, with the express agreement that execution of the PWA by the Parties will not be unreasonably conditioned,



withheld or delayed; provided, however, no permit may be issued to Zionroadtwo, or any party acting on its behalf, for any work associated with Zionroadtwo's development of the Property, or any portion thereof, until the PWA has been executed by the Parties.

**10. Record Plat.**

Zionroadtwo shall provide the City with a copy of the final record plat for any development of, on or within the Property.

**11. Notices.**

All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof: (1) when delivered in person on a business day at the address set forth below; (2) on the third (3<sup>rd</sup>) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (3) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

All notices and other communications to Zionroadtwo shall be addressed to, and delivered at, the following addresses:

Zionroadtwo, LLC  
c/o Jimmy Robinson, CFO  
25260 Pleasant Valley Road  
Chantilly, VA 20152

All notices and other communications to the City shall be addressed to, and delivered at, the following addresses:

City of Salisbury  
c/o Director  
Department of Infrastructure and Development  
125 N. Division Street, Room 202  
Salisbury, Maryland 21801

*With a copy to:*  
Heather R. Konyar, Esquire  
Cockey, Brennan & Maloney, P.C.  
313 Lemmon Hill Lane  
Salisbury, Maryland 21801

**12. Future Uses of Annexation Property.**

Zionroadtwo expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development of the Property must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City, and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's General Commercial zoning district. Development of the Property shall be subject to, and must comply with, any and all applicable capacity fees and/or impact fees established by the City and/or Wicomico County existing as of the effective date of the Annexation Resolution, subject to any amendments thereto as approved by the City and/or Wicomico County from time to time. The Parties expressly acknowledge and agree that this Agreement, or any of the terms set forth herein, shall not, in any way, constitute, or otherwise be construed as, an approval for any specific development on or within the Property or any portion thereof; nor shall this Agreement or any of



its terms constitute or otherwise be construed as a waiver by the City of any fee(s) or charge(s) associated with or arising from Zionroadtwo's development and/or use of the Property or any portion thereof.

### **13. Miscellaneous Provisions.**

(a) **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The Parties, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of the Maryland courts and to venue in Wicomico County, Maryland with respect to any matter arising from or in connection with this Agreement.

(b) **Scope of Agreement.** This Agreement is not intended to limit the exercise of any police power(s) of the City, to limit the operation of the City government or to guarantee the outcome of any administrative process. Unless otherwise expressly set forth in this Agreement or in any other subsequent agreement entered into by the Parties, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: (i) enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; (ii) enacted or adopted by the City as a result of a state or federal mandate; or, (iii) applicable to the Property and to similarly situated property located outside of the City in Wicomico County.

(c) **Entire Agreement.** This Agreement and all exhibits and/or addenda attached hereto constitutes the entire agreement and understanding of the Parties with respect to the transactions contemplated herein, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

(d) **Waiver.** None of the terms or conditions of this Agreement may be waived, except if set forth in a writing signed by the party entitled to the benefit of the term(s) or condition(s) so waived; and, such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

(e) **Project as a Private Undertaking.** The Parties expressly acknowledge and agree: (i) that the development or redevelopment of the Property, or any portion thereof, is a private undertaking; (ii) that neither the City nor Zionroadtwo is acting as the agent of the other party in any respect hereunder; and, (iii) that each of the City and Zionroadtwo is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

(f) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Parties.

(g) **Binding Effect.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, any successor municipal authority of the City and/or any successor owner(s) of record of the Property or any portion thereof.

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by Zionroadtwo, without the consent of the City or any of its elected officials, employees or agents, to any purchaser of the Property or any portion thereof; provided, however, any transfer of all or a portion of the Property shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Zionroadtwo shall not transfer, or pledge as security for any debt or obligation, any of its interest in or to all or any portion of the Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions set forth herein, as if such transferee or pledgee was a party to this Agreement. Zionroadtwo shall provide the City with a copy of all documents, including all exhibits attached thereto (if any),



evidencing any transfer or assignment by Zionroadtwo of any of its interests in and to the Property or any portion thereof.

(i) **Express Condition.** The obligations of Zionroadtwo under this Agreement shall be contingent upon the annexation of the Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of Zionroadtwo independent of its ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, the obligations of Zionroadtwo under Section 9(a) hereof shall not be contingent or otherwise conditioned upon annexation of the Property and shall be binding upon and enforceable against Zionroadtwo, its successors, representatives and assigns, to the fullest extent permitted by Maryland law.

(j) **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits, schedules and/or addenda attached hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County, the costs of which shall be paid by Zionroadtwo. This Agreement, and all of the terms contained herein, shall run with the Property and be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and/or assigns.

(l) **No Reliance.** Each party to this Agreement, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation(s) or statement(s), whether express or implied, made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

(m) **Further Assurances.** The Parties covenant and agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to give full effect to this Agreement.

(n) **Severability.** The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

(o) **Waiver of Jury Trial.** **The Parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counter-claim brought by any party against any other party on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties to one another, and/or any claim, injury or damage arising from or consequent upon this Agreement.**

(p) **Remedies.** In addition to each and every remedy now or hereafter existing at law or in equity, the Parties expressly agree that, provided the Annexation Resolution becomes effective, the Parties shall have the right to enforce this Agreement by an action for specific performance.

(q) **Survival.** The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the City's annexation of the Property or any portion thereof.

(r) **Construction.** This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Section headings are for convenience of



reference only and shall not limit or otherwise affect any of the provisions of this Agreement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

(s) **Time.** Time is of the essence with respect to this Agreement and each and every provision hereof.

(t) **Cooperation.** The Parties hereto agree that each will cooperate with the other to the extent necessary to facilitate the issuance of any and all required permits from any non-party government agency for Zionroadtwo's development of the Property.

(u) **Recitals.** The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Agreement.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***



**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals and acknowledged this Agreement as of the day and year first above written.

**ATTEST/WITNESS:**

**“ZIONROADTWO”:**

**ZIONROADTWO, LLC**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
\_\_\_\_\_, Authorized Representative

**THE “CITY”:**

**CITY OF SALISBURY, MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Randolph J. Taylor, Mayor

**CONSENTED TO BY “MORTGAGEE”:**

**TRUIST BANK**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
\_\_\_\_\_, Authorized Representative

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be an Authorized Representative of Zionroadtwo, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of Zionroadtwo, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

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



STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RANDOLPH J. TAYLOR, who acknowledged himself to be the MAYOR of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be an Authorized Representative of Truist Bank, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of Truist Bank for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



**CERTIFICATION BY ATTORNEY**

I hereby certify that I am an attorney admitted to practice before the Maryland Supreme Court, and that the foregoing instrument was prepared under my supervision.

---

**HEATHER R. KONYAR, ESQUIRE**



**ANNEXATION PLAN  
FOR THE  
CHESTNUT WAY – POHANKA KIA ANNEXATION  
TO THE CITY OF SALISBURY**

May 19, 2025

This Annexation Plan is consistent with the Municipal Growth Element of the 2010 Comprehensive Plan adopted by the City of Salisbury. The following are milestones in the public review and consideration of the proposed Annexation which is the subject of this Annexation Plan:

At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on \_\_\_\_\_, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by Zioroadtwo LLC (“**Zionroadtwo**”) on March 19, 2025. (See Annexation Petition attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein), which Annexation Petition requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of lands:

- The real property more particularly described in the property description attached hereto as **Exhibit 2** and incorporated as if fully set forth herein, containing 5.280 acres, more or less, and further being:
  - Zionroadtwo is the fee simple owner of that certain real property having a premises address of N. Salisbury Boulevard, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-034736 (“Block C, Lot 1”), 1911 N. Salisbury Boulevard, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034744 (“Block C, Lot 2”), 1911 N. Salisbury Boulevard, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034752 (“Block C, Lots 3,4”), Cross Street, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034760 (“Block C, Lots 5, 6 & Part 7”), Cross Way, Salisbury, Maryland and a State of Maryland Tax Identification Number of 05-034779 (“Block C, Lot Part 7”), said Block C collectively consisting of approximately 2.4893 acres of land, more or less, and that certain real property having a premises address of 1915 N. Salisbury Boulevard, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-079128 (“Block D, Lot 1A”), said Block D consisting of approximately 2.4857 acres of land, more or less, the said Blocks C and D collectively being all that same real property identified as Map 0029, Grid 0023, Parcel 0017 and Map 0029, Grid 0022, Parcel 0017 on the Tax Records of the State of Maryland, and further being, in all respects, a portion of that real property described in a Deed, dated August 1, 2022, from Gramm Salisbury Properties, LLC to Zionroadtwo, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 175 (Blocks C and D are hereinafter referred collectively as the “**Pohanka Kia Property**”); the Pohanka Kia Property consists of 4.975 +/- acres of land as more particularly depicted on that certain plat entitled “Proposed Annexation” dated March 13, 2024 and prepared by Brian M. Dennis, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”)(The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as **Exhibit 3**); and
  - All that certain portion of the public road right-of-way known as “Chestnut Way”, consisting of .3092+/- acre of land more or less and being that same public right-of-way more particularly depicted on the attached **Exhibit 3**. (The aforesaid public road right-



of-way is hereinafter referred to as the “**Chestnut Way ROW**”(the Pohanka Kia Property and the Chestnut Way ROW are hereinafter referred to collectively as the “**Property**”).

- At the September 19, 2024 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Property (as submitted by a predecessor-in-interest to Petitioner) and approved a favorable recommendation to the City for the proposed zoning of the Property.
- On \_\_\_\_\_, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City’s annexation of the Property, as requested by the Annexation Petition submitted by Zionroadtwo. Furthermore, at the \_\_\_\_\_ Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

## **1.0. GENERAL INFORMATION AND DESCRIPTION OF PROPERTY.**

**1.1. Petitioner for Annexation of the Property.** Zionroadtwo is the Petitioner for annexation of the Property. Zionroadtwo, or its fully authorized agent, will perform all functions, including but not limited to appearing before all state and municipal bodies, in order to effectuate the annexation.

**1.2. Location.** The Property is located east of northbound U.S. Route 13 between Maple Way and Cherry Way, as more particularly shown on the Annexation Plat attached hereto and incorporated herein as ***Exhibit 3***.

### **1.3. Property Description; Reason for the Annexation Petition.**

- (a) The Property consists of 5.28 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as ***Exhibit 2***.
- (b) The persons signing the Annexation Petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as ***Exhibit 4*** and incorporated by reference as if fully set forth herein.
- (c) The Property is currently improved with two buildings, on site vehicle storage, asphalt parking lots, landscaping, and concrete sidewalk serving building frontage. Prior use of the Property included automobile sales, parts sales, and repair and service, which use is intended to be continued, with improvements to include the construction of a new building and the remodeling of an existing building. (See ***Exhibit 3***.) As set forth below, the Annexation Petition submitted by Zionroadtwo arises exclusively from the proposed plan for development of the Property as shown on the Phasing and Street Pavement Plan attached hereto and incorporated herein as ***Exhibit 5*** (the “**Site Plan**”).
- (d) The Chestnut Way ROW consists of .3092+/- acre of land more or less as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, it is anticipated that the Chestnut Way ROW shall be closed and become part of the on site parking lot.



**1.4. Existing Zoning.** All of the Property is currently zoned C-2 General Commercial under the Wicomico County Code. The property adjacent to the Property at issue herein is identified as: Map 0029, Grid 0023, Parcel (the “Pine Way Pohanka Kia/Pohanka 1 Property”). The Pine Way Pohanka Kia/Pohanka 1 Property is pending annexation, at the conclusion of which it will be located within the municipal limits of the City and zoned “General Commercial” under the City of Salisbury City Code (the “City Code”).

## **2.0. LAND USE PATTERN PROPOSED FOR THE PROPERTY.**

### **2.1. Comprehensive Plan.**

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the “**Comprehensive Plan**”). The Comprehensive Plan sets forth the land use policies for all lands located within the City’s municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan. The Property is located within the City’s designated Municipal Growth Area.
- (b) With respect to the City’s annexation of property, the goal of the City’s Comprehensive Plan is: “to encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

**2.2. Proposed Zoning for Property.** Upon its annexation, the Property is proposed to be zoned as “General Commercial”. Per Section 17.36 of the City Code, the purpose of the “General Commercial” zoning district is: “to provide a wide range of functional and attractive regional retail, office, service, wholesale, storage, distributing and light manufacturing activities. To alleviate problems with traffic congestion and unnecessary turning movements, unified access and consolidation of businesses are encouraged. Because of the potential impact of these types of activities, special landscaping and screening requirements are established for certain use.”

**2.3. Proposed Land Use for Property.** The Property will be redeveloped with an automotive retail and service use. As set forth in Section 1.3(b) of this Annexation Plan, the Property is currently improved with two buildings, on site vehicle storage, asphalt parking lots, landscaping, and concrete sidewalk serving building frontage. Prior use of the Property included automobile sales, parts sales, and repair and service, which use is intended to be continued. Upon its annexation, the proposed Property redevelopment will consist of the construction of a new building and the remodeling of an existing building for use as an automobile sales and service facility.

## **3.0. THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE PROPERTY.**

**3.1. Roads.** Currently, and following its annexation by the City, the Property can be accessed by U.S. Route 13, a state highway, Cherry Way, a County Road and Maple Way, a City Road (pending its annexation).

**3.2. Water and Wastewater Treatment.** In keeping with its redevelopment plan, Zionroadtwo’s redevelopment of the Property will create a demand of about 1,550 gallons per day. Zionroadtwo, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Property.

**3.3. Schools.** The Property is and will be subject to automotive retail and service use only and will not generate any pupil enrollment, and therefore will have no impact on school capacity.



**3.4. Parks and Recreation.** The City’s annexation of the Property will have no impact on park and recreational facilities, nor will it generate a demand for park and recreational facilities.

**3.5. Fire, E.M., and Rescue Services.** The City of Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services (collectively “**fire and emergency services**”) to residents of the Salisbury Fire District. The Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the Property after its annexation into the City.

**3.6. Police.** The City of Salisbury Police Department will provide police services to the Property.

**3.7. Stormwater Management.** Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

**3.8. Waste Collection.** Commercial development in the City of Salisbury is served by independent waste haulers.

**4.0. HOW DEVELOPMENT OF THE PROPERTY WILL RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.**

The City’s annexation of the Property is consistent with applicable Maryland and local law. The Property is located along and is immediately adjacent to U.S. Route 13 on the western side of the City of Salisbury. Zionroadtwo’s proposed commercial use (automotive retail and service) at the Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Property is located within the City of Salisbury’s Municipal Growth Area and is eligible for annexation. In this matter, the Annexation Petition submitted by Zionroadtwo requesting the City annex the Property arises exclusively from the need to serve the Property with public water and sewer utilities for and in connection with Zionroadtwo’s proposed development of the Property, as shown on the Site Plan attached hereto and incorporated herein as ***Exhibit 5***.



**NOTICE OF ANNEXATION  
TO THE CITY OF SALISBURY**

**Chestnut Way – Pohanka Kia Annexation**

A certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury, to be known as the “Chestnut Way – Pohanka Kia Annexation ” containing six lots and a portions of Chestnut Way, consisting of 5.28 acres, more or less, generally located east of northbound U.S. Route 13 between Maple Way and Cherry Way.

NOTICE is hereby given by the Council of the City of Salisbury that, on \_\_\_\_\_, 2025, Resolution No. \_\_\_\_\_ was introduced at a regular meeting of the Council of the City of Salisbury proposing that the boundaries of the City of Salisbury be changed to annex that area identified as the “Chestnut Way – Pohanka Kia Annexation”, and which property shall be subject to the Charter, Ordinances, Resolutions, Rules, Regulations, Annexation Plan, and Annexation Agreement of the City of Salisbury.

NOTICE is further given that the Council will hold a public hearing on said Resolution for the proposed annexation on Monday, \_\_\_\_\_, 2025, at 6:00 p.m. in the Council Chambers, City-County Office Building, 125 N. Division St., Salisbury, Maryland, and all interested persons are invited to attend such public hearing and present their views.

The proposed conditions of annexation are as follows:

- A. Subject to connection to City water and sewer systems pursuant to City Policy;
- B. Zoning will be General Commercial;
- C. Subject to the provisions of the Annexation Agreement and all provisions of the above referenced Resolution.
- D. The lots shall be consolidated into one lot.
- E. A Comprehensive Development Plan shall be approved by the Salisbury Planning Commission prior to site improvements.

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

A copy of the Resolution is available on the City of Salisbury website at <https://salisbury.md>.

(FOR FURTHER INFORMATION CALL 410-548-3140)

D'Shawn M. Doughty, Council President

Publication Dates: \_\_\_\_\_, 2025  
\_\_\_\_\_, 2025





# City of Salisbury

## **Memo**

To: City Council Members  
From: Andy Kitzrow  
Date: June 2, 2025  
Subject: Budget Amendment to increase funding for Attorney Fees for Special Counsel - 2nd Reading

The City is requesting additional funds that are required to cover the costs of UNION negotiations for FY26 wages and other unanticipated legal fees.

Attachment(s):  
[Ord2944.pdf](#)



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**ORDINANCE NO. 2944**

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A  
BUDGET AMENDMENT OF THE FY2025 GENERAL FUND BUDGET TO  
APPROPRIATE ADDITIONAL FUNDS REQUIRED FOR LEGAL  
SERVICES.**

**WHEREAS**, the City of Salisbury is requiring services of a special counsel for labor training and negotiations, and

**WHEREAS**, the City of Salisbury has determined an additional \$60,000 will be required for these services, and

**WHEREAS**, the appropriations necessary to execute the appropriation of \$60,000 as provided hereinabove, must be made upon the recommendation of the Mayor and approval of four-fifths of the Council of the City of Salisbury.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 1.** Mayor Randolph J. Taylor is hereby authorized to appropriate funds for special counsel services in the amount of \$60,000.

**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 2.** The City of Salisbury's FY25 General Fund Budget be and hereby is amended as follows:

Increase (decrease)	Account Type	Account Description	Account	Amount
Increase	Revenue	Current Year Surplus	01000-469810	\$60,000
Increase	Expense	City Attorney	17000-513301	\$40,000
Increase	Expense	Other Attorney	17000-513302	\$20,000

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**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

**Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.



44        **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as  
45 if such recitals were specifically set forth at length in this Section 5.

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47        **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
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50        **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
51 Salisbury held on the 16 day of June, 2025 and thereafter, a statement of the substance of the Ordinance  
52 having been published as required by law, in the meantime, was finally passed by the Council of the City  
53 of Salisbury on the 14 day of July, 2025.  
54

55 **ATTEST:**  
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59 \_\_\_\_\_  
60 **Julie A. English, City Clerk**

\_\_\_\_\_ **D'Shawn M. Doughty, City Council President**

61  
62 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
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64  
65 \_\_\_\_\_  
66 **Randolph J. Taylor, Mayor**





# City of Salisbury

## Memo

To: Andy Kitzrow, City Administrator  
From: Cori Cameron, Director of Water Works  
Date: May 20, 2025  
Subject: Budget Ordinance - Naylor Mill Water Main Extension - 2nd Reading

The Department of Water Works is requesting consideration for a budget ordinance to move funds from FY25 Water Treatment Chemical operating account 82075-546004m in the amount of \$60,000, into the Naylor Mill Water Main Extension Project account 97060-513026-50050. The funds will allow Water Works to install a 16 inch gate valve, two tees and valve boxes at the intersection of Naylor Mill Road and Jersey Road. The valves are not part of the original project funded by Maryland Department of the Environment (MDE). The City would like to install these valves in anticipation of future growth in the area. MDE has agreed to installation of the valves during the construction of this project if the city agrees to pay for the valves, tees and valve boxes. The Water Treatment Plant has identified a surplus of funds in the FY 25 chemical operating budget to cover the costs of the new valves. These funds will help to complete the task and save the city money for future development.

Attachment(s):  
[Ord2945.pdf](#)



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**ORDINANCE NO. 2945**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING A  
BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR WATER MAIN  
INFRASTRUCTURE NEEDED TO ACCOMMODATE FUTURE GROWTH  
IN THE AREA OF NAYLOR MILL ROAD AND JERSEY ROAD.**

**WHEREAS**, the City of Salisbury has determined an additional \$60,000 is needed to add a gate valve, two tees, and valve boxes to the intersection of Naylor Mill Road and Jersey Road as part of the Naylor Mill Road Water Main Extension Project; and

**WHEREAS**, the valve, two tees, and valve boxes are not covered by the Federal Grant funding in the Naylor Mill Water Main Extension Project, but are nevertheless needed to accommodate future development at the aforementioned intersection; and

**WHEREAS**, the City of Salisbury has \$60,000.00 in Account 82075-546004 that is available to transfer to the Water Sewer Capital Project funds for the Naylor Mill Water Main Extension Project; and

**WHEREAS**, the appropriations necessary to execute this budget amendment as provided hereinabove must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 1.** Mayor Randolph J. Taylor is hereby authorized to appropriate additional funds for the Naylor Mill Water Main Extension in the amount of \$60,000.00.

**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 2.** The City of Salisbury's Water Sewer Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account	Account Description	Amount
Decrease	Expense		82075-546004	Water Plant Chemicals	60,000
Increase	Expense		91002-599108	Transfer – Water Sewer Capital Projects	60,000

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**Section 3.** The City of Salisbury's Water Sewer Capital Project Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	Naylor Mill Water Main Extension	Transfer Water Sewer	97060-469161-50050	60,000
Increase	Expense	Naylor Mill Water Main Extension	Construction	97060-513026-50050	60,000



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41 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
42 **SALISBURY, MARYLAND,** as follows:  
43

44 **Section 4.** It is the intention of the Mayor and Council of the City of Salisbury that each provision  
45 of this Ordinance shall be deemed independent of all other provisions herein.  
46

47 **Section 5.** It is further the intention of the Mayor and Council of the City of Salisbury that if any  
48 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,  
49 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication  
50 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other  
51 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.  
52

53 **Section 6.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as  
54 if such recitals were specifically set forth at length in this Section 6.  
55

56 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
57

58 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
59 Salisbury held on the 16 day of June, 2025 and thereafter, a statement of the substance of the Ordinance  
60 having been published as required by law, in the meantime, was finally passed by the Council of the City  
61 of Salisbury on the 14 day of July, 2025.  
62

63 **ATTEST:**  
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67 \_\_\_\_\_  
68 **Julie A. English, City Clerk**

\_\_\_\_\_ **D'Shawn M. Doughty, City Council President**

69 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
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71 \_\_\_\_\_  
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73 **Randolph J. Taylor, Mayor**  
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# City of Salisbury

## Memo

To: Mayor and Council  
From: Captain John Felts  
Date: May 27, 2025  
Subject: Acceptance of BJAG Grant Funding from GOCCP 1st Reading

The Salisbury Police Department is requesting approval to accept \$20,000 in grant funding awarded by the Governor's Office of Crime Prevention, Youth and Victim Services through the Byrne Justice Assistance Grant (BJAG) Program. The funding will be used to purchase and install one high-resolution surveillance camera and one cellular gateway device, which enables secure wireless transmission of video data and can support the integration of additional cameras in the future, both of which will enhance public safety and integrate directly into the City's existing surveillance infrastructure.

Criminal activity continues to impact areas within the City. The Police Department remains committed to using surveillance cameras as a proactive strategy to improve visibility and response. This grant will support those efforts by expanding real-time monitoring capabilities. The new equipment will enhance the department's ability to monitor and respond to incidents in real time and will also serve as a valuable investigative tool in cases of criminal activity.

This project reflects the Police Department's ongoing efforts to identify and secure external funding to strengthen existing infrastructure without affecting current budgeting levels. The purchase and installation of the equipment will be fully funded by the grant, with no local match required. We respectfully request that the Mayor and City Council approve acceptance of the grant and adoption of the accompanying ordinance authorizing the necessary budget amendment.

Attachment(s):  
[Ord2946.pdf](#)



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**AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT \$20,000 IN GRANT FUNDS FROM THE GOVERNOR'S OFFICE OF CRIME PREVENTION, YOUTH AND VICTIM SERVICES THROUGH THE BYRNE-JUSTICE ASSISTANCE PROGRAM FOR THE POLICE OFFICE'S PURCHASE AND INSTALLATION OF CAMERA AND CELLULAR GATEWAY EQUIPMENT.**

**WHEREAS**, grant funds have been awarded to the City of Salisbury by the Governor's Office of Crime Prevention, Youth and Victim Services through the Byrne-Justice Assistance Program in the amount of \$20,000.00; and

**WHEREAS**, these grant funds must be used by the Salisbury Police Department for the purchase and installation of a camera and cellular gateway equipment.

**WHEREAS;** the camera and gateway equipment shall integrate with the City of Salisbury’s existing camera infrastructure to further enhance public safety.

**WHEREAS,** § 7-29 of the Salisbury City Charter prohibits the City from entering into an agreement that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

**WHEREAS**, appropriations necessary to execute the purpose of this grant funding must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:**

**Section 1.** Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the Governor's Office of Crime Prevention, Youth and Victim Services on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$20,000.00, so that those funds may be utilized by the Salisbury Police Department to fund a camera and cellular gateway equipment purchase and installation project.

**Section 2.** The City of Salisbury's Grant Fund Budget be and is hereby amended as follows:

(a) Increase Byrne Memorial JAG Grant Revenue Account No. 10500-423101-XXXXXX, by \$20,000.00; and

(b) Increase Equipment Expense, Acct. No. 10500-577030-XXXXX by \$20,000.00.

**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:**

**Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

**Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.



**Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

**Section 6.** 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 Mayor and Council of the City of Salisbury held on the 14 day of July, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
**Julie A. English, City Clerk**

\_\_\_\_\_  
**D'Shawn M. Doughty, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Randolph J. Taylor, Mayor**