



## CITY OF SALISBURY

115 S. Division Street, Salisbury, MD 21801

### LEGISLATIVE SESSION

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

Monday, June 16, 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 - Rev. Dr. Vaughan Hayden - Trinity United Methodist Church

### PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

### CONSENT AGENDA

- Manufacturing Exemption - Pepsi Bottling Venture, LLC(2024)
- Manufacturing Exemption - Spartech, LLC(2024)

### PUBLIC HEARING

- Annexation Request - Pine Way - Pohanka Kia (a/k/a Pohanka 1) - 2nd Reading  
**Resolution No. 3382** - to annex certain land to be known as "Pine Way - Pohanka Kia Annexation", as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 2.954 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation

### RESOLUTIONS

- Sustainability Advisory Committee  
**Resolution No. 3406** - appointing Charly Sager for term ending June 2028
- Disability Advisory Committee  
**Resolution No. 3407** - re-appointing Ron Pagano for term ending June 2028
- Friends of Poplar Hill Board of Directors  
**Resolution No. 3408** - appointing Robert Graham-Miles for term ending June 2028
- Enterprise Zone Eligibility - 200 Cypress St  
**Resolution No. 3409** - declaring Opportunity Street LLC eligible to receive Enterprise Zone benefits for property located at 200 Cypress St, Salisbury, MD.
- Enterprise Zone Eligibility - Westwood Commerce LLC at 1610 Westwood  
**Resolution No. 3410** - declaring Westwood Commerce I LLC eligible to receive Enterprise Zone benefits for property located at 1610 Westwood Dr, Salisbury, MD.
- Enterprise Zone Eligibility - Westwood Commerce LLC at 1630 Westwood  
**Resolution No. 3411** - declaring Westwood Commerce I LLC eligible to receive Enterprise Zone benefits for property located at 1630 Westwood Dr, Salisbury, MD.

- Pohanka 2 Annexation (Chestnut Way) - 1st 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.
- Establishment of the City of Salisbury Adopt-A-Road Program  
**Resolution No. 3413** - to establish an Adopt-A-Road Program
- Union Negotiations Summary  
**Resolution No. 3414** - to confirm the City's authority to execute the "side letters" with all three collective bargaining units

## ORDINANCES

- Ordinance to Amend Title 5 of the Salisbury City Code (Chesapeake Franchise Agreement) - 2nd Reading  
**Ordinance No. 2943** - amending Title 5 of the Salisbury City Code, entitled "Business Licenses and Regulations," to add Chapter 5.23 to authorize and govern a gas franchise agreement
- Budget Amendment to increase funding for Attorney Fees for Special Counsel - 1st 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 - 1st 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

## PUBLIC COMMENT

## ADJOURNMENT/CONVENE INTO WORK SESSION

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.



# City of Salisbury

## Memo

To: Andy Kitzrow, City Administrator  
From: Phillip Menzel, Assistant Director of Finance  
Date: June 6, 2025  
Subject: Manufacturing Exemption - Pepsi Bottling Venture, LLC(2024)

I am recommending that Pepsi Bottling Ventures, 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 \$3,087 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):  
[Manufacturing Exemption - Pepsi 2024](#)



# City of Salisbury

To: Andy Kitzrow, City Administrator

From: Phillip Menzel, Assistant Director of Finance

Date: 5/21/2025

Re: Manufacturing Exemption for equipment purchased 2024 Pepsi Bottling Ventures, LLC

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I am recommending that Pepsi Bottling Ventures, 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 \$3,087 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  
Finance Department  
Exemption Recommendation to City Council

Company: Pepsi Bottling Ventures LLC  
Address: 330 Snow Hill Road  
Salisbury, MD 21804

Requested By: Brent Hutto  
Date of Request: 5/20/2025

Equipment Year 2024

New Equipment Amount per Tax Return \$ 36,753

Total

**\$ 36,753**

Exemption Value	City Property <u>Tax Year</u>	State <u>Return</u>	Year of <u>Exemption</u>	Deprec. <u>Value</u>	Am't of <u>Exemption</u>
	2026	2025	1	33,078	794
	2027	2026	2	29,402	706
	2028	2027	3	25,727	617
	2029	2028	4	22,052	529
	2030	2029	5	18,377	441
Total Value of Exemption:				<b>\$</b>	<b>3,087</b>

# City of Salisbury



**SANDRA GREEN**  
DIRECTOR OF FINANCE

**MARYLAND**

**FINANCE DEPARTMENT**

125 N. Division Street  
Salisbury, MD 21801-4940  
(410) 548-3110

**PHILLIP MENZEL**  
ASSISTANT DIRECTOR FINANCE - ACCOUNTING

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

Business Name: Pepsi Bottling Ventures, LLC MD Department ID#: 212285409

Mailing Address: 4141 Park Lake Ave Suite 600  
Raleigh, NC 27612

Contact Name: NBPA - Brent Hutto Phone No.: 815-319-2695

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. Return - 1-1-25
3. Address of Manufacturing / R & D operation. 326 Snow Hill Rd Salisbury, MD
4. Date Manufacturing / R & D operation began in Salisbury. 9-2004
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.

Preparer's Signature [Signature] Date 5-20-25

Email address bhutto@nationalbureau.com

Department ID# Z12285409

Maryland2, Salisbury

348 Snow Hill Road, Salisbury, MD

**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	36,753			2020	24,720		
2023	104,364			2019	61,559		
2022	146,894			2018	287,954		
2021	244,206			2017 & prior	6,457,830		

**Describe Property in C & D above:**

Category C is Vending Equipment - An excel list of addressed will be provided when the state processes D-Data Processing

Total Cost  
\$

7,364,280

**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  
\$

NONE

**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

Asset Description	State Class Description	Acq Date (R)	Cost (O)	Filing Account
Z10Y 010/000 ALUMINUM CO2 CYLINDERS (QTY 250)	Manufacturing M&E	1/27/2024	36,753.44	Z-12285409



# City of Salisbury

## Memo

To: Andy Kitzrow, City Administrator  
From: Phillip Menzel, Assistant Director of Finance  
Date: June 6, 2025  
Subject: Manufacturing Exemption - Spartech, LLC(2024)

I am recommending that Spartech, 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 \$98,069 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):  
[Manufacturing Exemption - Spartech 2024](#)



# City of Salisbury

To: Andy Kitzrow, City Administrator

From: Phillip Menzel, Assistant Director of Finance

Date: 6/4/2025

Re: Manufacturing Exemption for equipment purchased 2024 Spartech, LLC

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I am recommending that Spartech, 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 \$98,069 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: Spartech, LLC  
Address: 601 Marvel Road  
Salisbury, MD 21801

Requested By: Juli Donelson  
Date of Request: 6/4/2025

Equipment Year 2024

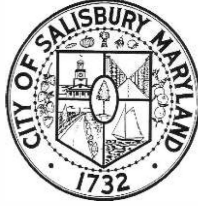
New Equipment Amount per Tax Return \$ 1,167,491

Total

**\$ 1,167,491**

Exemption Value	City Property <u>Tax Year</u>	State <u>Return</u>	Year of <u>Exemption</u>	Deprec. <u>Value</u>	Amount of <u>Exemption</u>
	2026	2025	1	1,050,742	25,218
	2027	2026	2	933,993	22,416
	2028	2027	3	817,244	19,614
	2029	2028	4	700,495	16,812
	2030	2029	5	583,746	14,010
Total Value of Exemption:					<b>\$ 98,069</b>

# City of Salisbury



**SANDRA GREEN**  
DIRECTOR OF FINANCE

**MARYLAND**

**FINANCE DEPARTMENT**

125 N. Division Street  
Salisbury, MD 21801-4940  
(410) 548-3110

**PHILLIP MENZEL**  
ASSISTANT DIRECTOR FINANCE - ACCOUNTING

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

Business Name: Spartech, LLC MD Department ID#: Z15461130

Mailing Address: C/O: Ryan, LLC, 600 Superior Ave E, Ste 1810, Cleveland, OH 44114

Contact Name: Juli Donelson Phone No.: 216.465.6810

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.  
59 Mfg/R&D Employees; 6 Admin Employees; See Attached Process/Activities Detail
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. 601 Marvel Road, Salisbury, MD 21801
4. Date Manufacturing / R & D operation began in Salisbury. 7/31/17
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 .

Preparer's Signature Juli Donelson Date 06/04/2025

Email address juli.donelson@ryan.com



Department ID# Z15461130**5. Tools, machinery, and/or equipment used or 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	1,167,491	0	0	2020	178,821	0	0
2023	734,852	0	0	2019	353,230	0	0
2022	968,762	0	0	2018	154,966	0	0
2021	293,549	0	0	2017 & prior	5,071,047	0	0

Describe Property in C &amp; D above : \_\_\_\_\_

Total Cost  
\$ 8,922,718

**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	0	2022	0
2023	0	2021 & prior	0

Total Cost  
\$ 0

**7. Non farming livestock :**

Book Value \$	0	Market Value \$	0
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**8. Other personal property :**

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

Total Cost  
\$ 0

**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  
\$ 0

**Spartech, LLC**  
**City of Salisbury, MD**  
**ID: Z15461130**  
**Fixed Asset Detail**

**December 31, 2024**

Asset #	State Class	Asset Description	Acq Date (O)	Cost (O)
1711039413-0	Mfg M&E	CIP EHS Steam Leak Repair	1/1/2024	15,800
1711039434-0	Mfg M&E	C1 emergency motor repair	1/4/2024	37,450
1711039392-0	Mfg M&E	C1 Calendar Roll Install	3/15/2024	208,420
1711039389-0	Mfg M&E	C1 trim system and strainer screw repl	3/15/2024	429,085
1711039391-0	Mfg M&E	C1 trim system install	3/15/2024	123,378
1711039601-0	Mfg M&E	C1 Vault AC Compressor	7/8/2024	10,894
1711039435-0	Mfg M&E	C2 Chiller Modulating Valve	7/15/2024	18,795
1711039456-0	Mfg M&E	MAINTENANCE SHUTDOWN REPAIRS	8/30/2024	68,806
1711039454-0	Mfg M&E	Non-Negotiable CNA Electrical Repairs	8/30/2024	52,499
1711039455-0	Mfg M&E	Non-Negotiable Electrical Vault AC	8/30/2024	48,441
1711039600-0	Mfg M&E	C1 Mill Rotary Union	10/15/2024	10,040
1711039599-0	Mfg M&E	C2 Winder Hoist	10/15/2024	3,875
1711039597-0	Mfg M&E	Trex Winder Chucks	10/21/2024	19,370
1711039598-0	Mfg M&E	Rebuild C1 Dust Collector	10/29/2024	112,437
1711039602-0	Mfg M&E	CIP Calender #1 Roll Motor	11/6/2024	8,200

**Total Mfg M&E 1,167,491**



## **Memo**

To: Andy Kitzrow, City Administrator  
From: Nicholas Voitiuc, Director  
Date: May 12, 2025  
Subject: Annexation Request - Pine Way - Pohanka Kia (a/k/a Pohanka 1) - 2nd Reading

The Department of Infrastructure & Development requests the above proposed Pohanka Kia Annexation (formerly known as Safford Kia) be placed on the City Council legislative agenda scheduled for 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 on the easterly side of U.S. Route 13 and northerly side of Pine Way, and totals 2.95 +/- 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 in December 2021.

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

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

Included in the attached file are the following:

1. Petition for Annexation;
2. Property Description;
3. Annexation Plat showing the area to be annexed;
4. 4-404 Certification;
5. Site Plan;
6. Annexation Agreement;
7. Annexation Plan;
8. Annexation Resolution No. 3382.

**\*\*The Public Notice will be included in the packet prior to the public hearing.**

Attachment(s):

[Pohanka 1 - Pine Way Attachments](#)

## EXHIBIT 1

### Petition for Annexation

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

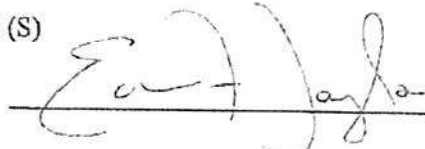
To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 17, BLOCK B, LOT 1 (LOTS 1-6)  
17, BLOCK B, LOT 7 (LOTS 7-12)

Map # 29

SIGNATURE (S)




11/1/2021

Printed

EDWARD F. TAYLOR

Date

Printed

  
Sandy Angello V.P.  
VICE PRESIDENT OF CFKia LLC  
AUTHORIZED AGENT, ZION ROND TWO, LLC

Date

Printed

Date

## EXHIBIT 2

### Property Description

## PINE WAY – POHANKA KIA

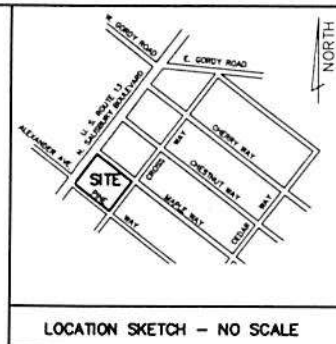
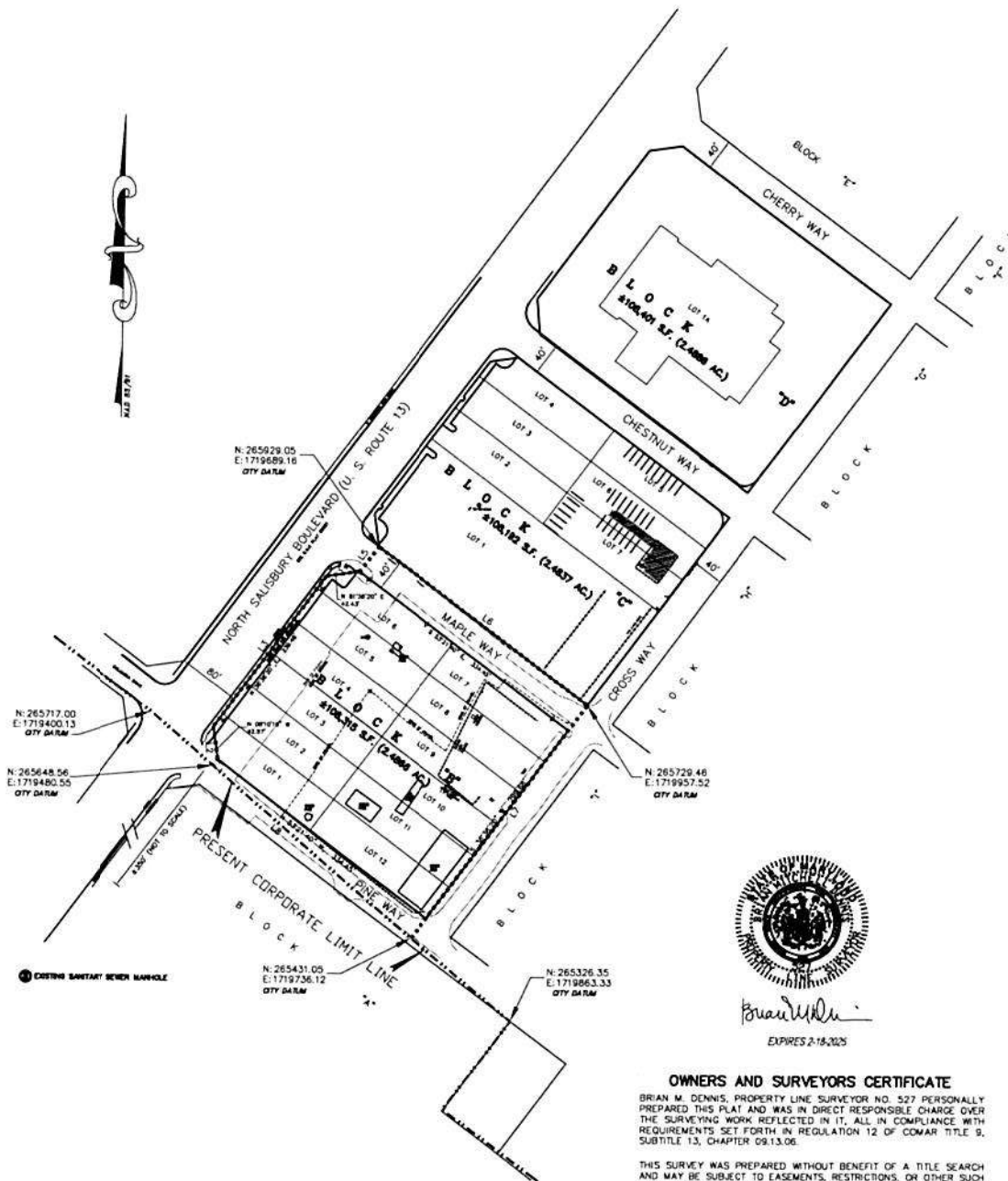
Beginning for the same at a point being North forty-nine degrees thirty-six minutes zero seconds West (N 49° 36' 00" W) a distance of zero decimal four, two (0.42) feet from a corner of the existing Corporate Limits Line of the City of Salisbury, MD (X 1,207,310.26 Y 204,683.73), being on the said Corporate Limits Line at its intersection with the northwesterly line of Cross Way. X 1,207,309.94 Y 204,684.01 (1) Thence by and with the said line of Cross Way, in part, North thirty-six degrees thirty-eight minutes twenty seconds East (N 36° 38' 20" E) three hundred seventy-one decimal five, five (371.55) feet to a point on the northeasterly line of Maple Way. X 1,207,531.66 Y 204,982.14 (2) Thence by and with the said line of Maple Way North fifty-three degrees twenty-one minutes forty seconds West (N 53° 21' 40" W) three hundred thirty-four decimal four, five (334.45) feet to a point of the southeasterly right of way line of North Salisbury Boulevard, U. S. Route 13. X 1,207,263.30 Y 205,181.73 (3) Thence by and with the said line of U. S. Route 13 the following four courses: (3a) 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. X 1,207,239.43 Y 205,149.63 (3b) 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 1,207,197.45 Y 205,143.46 (3c) South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) two hundred thirty-nine decimal four, eight (239.48) feet to a point. X 1,207,054.53 Y 204,951.30 (3d) South eight degrees ten minutes fifteen seconds East (S 8° 10' 15" E) forty-two decimal five, seven (42.57) feet to a point on the northeasterly line of Pine Way. X 1,207,060.58 Y 204,909.16 (4) Thence South thirty-six degrees thirty-eight minutes twenty seconds West (S 36° 38' 20" W) nine decimal eight, eight (9.88) feet to a point on the Corporate Limits Line of the City of Salisbury. X 1,207,054.69 Y 204,901.24 (5) Thence South forty-nine degrees thirty-six minutes zero seconds East (S 49° 36' 00" E) three hundred thirty-five decimal one, seven (335.17) feet to the point of beginning.

Annexation containing 2.954 acres, more or less.



## EXHIBIT 3

### Annexation Plat



### GENERAL NOTES

- HORIZONTAL DATUM/COORDINATES REFLECT 83/91 MD GRID
- IT IS THE OWNERS' INTENT TO ANNEX ALL OF LOTS "B" 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)

### REVISED

### ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89° 50' 20" E	42.57
L2	N 08° 10' 15" W	238.48
L3	N 81° 38' 20" E	42.57
L4	N 81° 38' 20" E	42.57
L5	N 34° 30' 20" E	334.45
L6	S 83° 21' 40" E	371.54
L7	S 34° 30' 20" W	335.17
L8	N 49° 30' 00" W	335.17

ANNEXATION AREA = 128,672.80 SQ. FT. (2.95 ACRES)

ANNEXATION PLAT OF BLOCK "B"  
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.



PROPOSED ANNEXATION				BRIAN M. DENNIS	
SCALE	1" = 100'	DATE	13 JUNE 2023	LAND SURVEYING & SITE PLANNING	
DEED REF.	5155/175 P. 9	SUBD.	MAPLE PLAINS	30319 Zion Road - Salisbury, MD 21804	
PLAT REF.	217/19	LOT	- BLOCK B	Telephone 443-783-4861	
COUNTY	WICOMICO	DISTRICT	PARSONS NO.5	E-mail: surveyor527@gmail.com	
TAX MAP	20 PARCEL 17	ZONING	SEE GENERAL NOTE 3		
F.I.R.M. MAP NO.	2404500114E	FLOOD HAZARD ZONE	X		
PROJ. NO.	10-033-20	SURV/DOR	BMD FB/pg 114/50		

## EXHIBIT 4

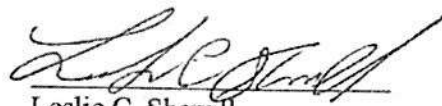
4-404 certification (25%)



CERTIFICATION

PINE WAY – POHANKA KIA 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: 3/17/2025

Pine Way – Pohanka Kia – Certification – 03-17-2025.doc

## EXHIBIT 5

### Site Plan

SALISBURY, MARYLAND 21801

## VICINITY MAP

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(a) 2011-2015, G-3  
(b) 2016-2018, G-3  
(c) 2019-2021, G-3  
(d) 2022-2024, G-3  
(e) 2025-2027, G-3  
(f) 2028-2030, G-3  
(g) 2031-2033, G-3  
(h) 2034-2036, G-3  
(i) 2037-2039, G-3  
(j) 2040-2042, G-3  
(k) 2043-2045, G-3  
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(q) 2061-2063, G-3  
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(t) 2070-2072, G-3  
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(w) 2079-2081, G-3  
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(hd) 2646-2648, G-3  
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(hf) 2652-2654, G-3  
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| <div data-bbox="305 1997 326 2001" data-label="Page-Footer">                 2023<br/>                 POHANKA KIA<br/>                 AUTOMOTIVE GROUP             </div> <div data-bbox="326 1997 553 2001" data-label="Page-Footer">                 SITE COVER SHEET<br/>                 2023 POHANKA KIA<br/>                 AUTOMOTIVE GROUP             </div> | <div data-bbox="553 1997 683 2001" data-label="Page-Footer">  </div> | <div data-bbox="683 1997 812 2001" data-label="Page-Footer">  </div> | <div data-bbox="812 1997 972 2001" data-label="Page-Footer">                 ENGINEERS/ARCHITECTS<br/>                 1000 WEST 10TH STREET, SUITE 100, MILWAUKEE, WISCONSIN 53233<br/>                 TEL: 414-224-7800 FAX: 414-224-7801             </div> |
|--|---|---|---|

**POHANKA**  
Automotive Group

  
**AWR ENGINEERS**

ENGINEERS/ARCHITECTS  
1212 MAP STREET SUITE 200A WILMINGTON, DELAWARE 19801  
PH. (302) 745-7000 FAX (302) 745-0572









# PHASING PLAN

SCALE: 1" = 50'

GRAPHIC SCALE: 1" = 50'

NORTH SALISBURY BLVD (U.S. ROUTE 13)

(SEE LOTS 14A & 14B)

CHERRY WAY

CHESTNUT WAY

CROSS WAY

PINE WAY

ONE STORY CONC. BLOCK BUILDING  
KITCHEN, BATH, BEDROOM  
ATTACH. GARAGE  
LOT 14A

PROPOSED GARAGE BUILDING  
10' x 20'

PHASE 1

PROPOSED BUILDING  
10' x 20'

PHASE 2

PROPOSED BUILDING  
10' x 20'

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10' x 20'

PHASE 126

PROPOSED BUILDING  
10' x 20'

## EXHIBIT 6

### Annexation Agreement

## PINE 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**, 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**, Petitioner is the fee simple owner of that certain real property consisting of approximately 52,815 square feet of land, more or less, having a premises address of 1911 N. Salisbury Boulevard, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-063205 (“**Lot 1**”), and that certain real property consisting of approximately 55,500 square feet of land, more or less, having a premises address of Cross Way, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-063213 (“**Lot 7**”), the said Lots 1 and 7 collectively being all that same real property identified as Map 0029, Grid 0023, 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 Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 175 (Lot 1 and Lot 7 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 108,315 +/- square feet of land as more particularly depicted on that certain plat entitled “Proposed Annexation” dated June 13, 2023 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 A*); 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 B* (the “**Pohanka Kia Property Description**”); and

**WHEREAS**, the Annexation Plat and Pohanka Kia Property Description further depicts all that certain portion of the public road right-of-way known as “Pine Way”, consisting of 6,980 +/- square feet of land more or less. (The aforesaid public road right-of-way is hereinafter referred to as the “**Pine Way ROW**”); and

**WHEREAS**, the Annexation Plat and Pohanka Kia Property Description further depicts all that certain portion of the public road right-of-way known as “Maple Way”, consisting of 13,378 +/- square feet of land of land more or less. (The aforesaid public road right-of-way is hereinafter referred to as the “**Maple Way ROW**”; the Pohanka Kia Property, the Pine Way ROW and the Maple Way ROW are hereinafter referred to collectively as the “**Property**”); 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 Existing Conditions Plan, Site Improvement Plan and Phasing Plan attached hereto and incorporated herein as *Exhibit C* (hereinafter collectively referred to as the "Site Plan"); and

**WHEREAS**, as set forth in the aforementioned Site Plan, Zionroadtwo intends to petition for annexation of the property immediately adjacent to the Property, which subsequent annexation will be treated entirely separate from that at issue herein; 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**, Crabfitzdealerships, LLC t/a Pohanka Kia of Salisbury, with the consent of and on behalf of Zionroadtwo, submitted a Petition for Annexation (the "**Petition**"), dated May 1, 2023, requesting the City annex the parcel of land which makes up the Property as contemplated herein; 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 A* and the Site Plan attached as *Exhibit C*. 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 Pine Way and Maple 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 Six Thousand Dollars (\$6,000.00) (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.

(c) **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 Rd.  
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

*[Signature]*

By: *[Signature]* (Seal)  
Authorized Representative

William Benjamin Kamm

ANGELIA N DONALDS  
NOTARY PUBLIC  
WICOMICO COUNTY  
MARYLAND  
MY COMMISSION EXPIRES 11/7/2027

THE "CITY":

CITY OF SALISBURY, MARYLAND

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

CONSENTED TO BY "MORTGAGEE":

TRUIST BANK

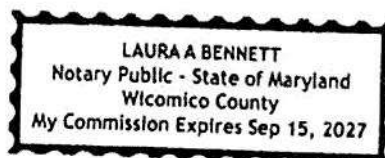
See notary block

By: *[Signature]* (Seal)  
Authorized Representative

STATE OF Maryland Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of May, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William Benjamin Kamm 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.



*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: 9/15/27

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

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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.

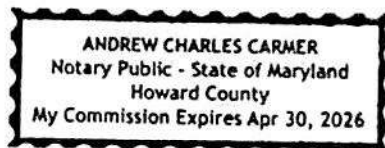
AS WITNESS my hand and Notarial Seal.

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

STATE OF MARYLAND . HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9<sup>TH</sup> day of MAY, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BRIAN FRANK, 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: 4/30/2026

**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**

## EXHIBIT 7

### Annexation Plan

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

April 16, 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**”) originally submitted by Safford Automotive Group on November 1, 2021 and later confirmed by a successor in interest, Crabfitzdealerships, LLC t/a Pohanka Kia of Salisbury, on behalf of and with the consent of Zioroadtwo LLC (“**Zionroadtwo**”)(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 2.954 acres, more or less, and further being:
  - All that certain real property consisting of approximately 52,815 square feet of land, more or less, having a premises address of 1911 N. Salisbury , Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-063205 (“**Lot 1**”), and that certain real property consisting of approximately 55,500 square feet of land, more or less, having a premises address of Cross Way, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-063213 (“**Lot 7**”), the said Lots 1 and 7 collectively being all that same real property identified as Map 0029, Grid 0023, 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 Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 175 (Lot 1 and Lot 7 are hereinafter referred collectively as the “**Pohanka Kia Property**”); the Pohanka Kia Property consists of 108,315 +/- square feet of land as more particularly depicted on that certain plat entitled “Proposed Annexation” dated June 13, 2023 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 “Pine Way”, consisting of 6,980+/- square feet 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 “**Pine Way ROW**”); and
  - All that certain portion of the public road right-of-way known as “Maple Way”, consisting of 13,378+/- square feet of land 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 “**Maple Way ROW**”; the



Pohanka Kia Property, the Pine Way ROW and the Maple Way ROW are hereinafter referred to collectively as the “**Property**”).

- At the December 16, 2021 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 Crabfitzdealerships, LLC t/a Pohanka Kia of Salisbury on behalf and with the consent of 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 as follows: (a) The Pohanka Kia Property is located on the easterly side of U.S. Route 13, the northerly side of Pine Way, the westerly side of Cross Way, and the southerly side of Maple Way; the Pohanka Kia Property is located at the western limits of Salisbury; and (b) The Pine Way ROW is located as on the westerly side of U.S. Route 13, as more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit 3*; and (c) The Maple Way ROW is also located as on the westerly side of U.S. Route 13, 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 2.95 +/- 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) Lot 1 of the Property is unimproved. Lot 7 is improved with a 3,600 square foot warehouse built in 1950. (See *Exhibit 3*.) The warehouse on the Property is served by a separate, independent sewage disposal system. As set forth below, the Annexation Petition submitted by Crabfitzdealerships, LLC t/a Pohanka Kia of Salisbury on behalf of Zionroadtwo arises exclusively from the proposed plan for development of the Property as shown on the Existing Conditions Plan, Site Improvement Plan, and Phasing Plan attached hereto and incorporated herein as *Exhibit 5* (the “**Site Plan**”).
- (d) The Pine Way ROW consists of 6,980+/- square feet of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the Pine Way ROW shall be

upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, curbs, gutters, ADA-accessible sidewalk(s), street lights, and on-street parking. All upgrades made to the Pine Way ROW, as aforesaid, shall be performed by the City at the sole cost and expense of Zionroadtwo as provided in the Annexation Agreement by and between the City and Zionroadtwo.

- (e) The Maple Way ROW consists of 13,378+/- square feet of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the Maple Way ROW shall be upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, curbs, gutters, ADA-accessible sidewalk(s), street lights, and on-street parking. All upgrades made to the Maple Way ROW, as aforesaid, shall be performed by the City at the sole cost and expense of Zionroadtwo as provided in the Annexation Agreement by and between the City and Zionroadtwo.

**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 0103, Grid 0018, Parcel 2363 (the “Carmax Property”). The Carmax Property is located within the municipal limits of the City and is 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 improved by a warehouse. Upon its annexation, the proposed Property redevelopment will consist of demolishing the warehouse and constructing 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, Pine Way, a County Road and Maple, a County Road. As provided in Section 1.3(c), all that certain area shown as the Pine Way ROW on the Annexation Plat (*see Exhibit 3*) shall be annexed by the City and, in accordance therewith, become a City Road. As further provided in Section 1.3(d), all that certain area shown as the Maple Way ROW on the Annexation Plat (*see Exhibit 3*) shall be annexed by the City and, in accordance therewith, become a City Road.

**3.2. Water and Wastewater Treatment.** In keeping with its redevelopment plan, Zionroadtwo's redevelopment of the Property will create a demand of about 4,250 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*.

## Public Notice

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

**Pine 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 “Pine Way – Pohanka Kia Annexation” containing two lots and portions of Pine Way and Maple Way, consisting of 2.954 acres, more or less, generally located east of northbound U.S. Route 13 between Pine Way and Maple Way.

NOTICE is hereby given by the Council of the City of Salisbury that, on May 12, 2025, Resolution No. 3382 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 “Pine 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, June 16, 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: May 20, 2025  
May 27, 2025

## Resolution

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**RESOLUTION NO. 3382**

**A RESOLUTION** to annex certain land to be known as “Pine Way – Pohanka Kia Annexation”, as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 2.954 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 November 1, 2021, 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 Pine Way and Maple Way and adjacent to the City of Salisbury’s existing municipal boundary, consisting of a total of 2.954 acres of land, more or less, being all that real property having a premises address of 1911 N. Salisbury Boulevard, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-063205 (“Lot 1”), and that certain real property consisting of approximately 55,500 square feet of land, more or less, having a premises address of Cross Way, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 05-063213 (“Lot 7”), the said Lots 1 and 7 collectively being all that same real property identified as Map 0029, Grid 0023, 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 Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 5155, Folio 175, and a portion of the public road right-of-way known as “Pine Way”, and a portion of the public road right-of-way known as “Maple Way”, containing 2.95 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 June 13, 2023 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 March 17, 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



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

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

42           **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this  
43 Resolution, providing for the Council of the City of Salisbury’s annexation of the Property and approval of  
44 the Annexation Plan (as defined hereinbelow), shall be and hereby is scheduled for Monday, June 16, 2025  
45 at 6:00 p.m.

46  
47           **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
48 **SALISBURY** as follows:

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

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

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

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

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

71           **Section 6.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury

shall hold a public hearing on this Resolution on Monday, June 16, 2025 at 6:00 p.m. in the Council Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as specified hereinabove.

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

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

**Section 8.** It is further the intention of the Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution 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 Resolution shall remain and shall be deemed valid and enforceable.

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

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

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

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

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

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

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



# City of Salisbury

## Memo

To: Mayor Randy Taylor  
From: Jessie Turner  
Date: June 4, 2025  
Subject: Sustainability Advisory Committee

The following person has applied for appointment to the Sustainability Advisory Committee (Green Team) for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Charly Sager	June 2028

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

Attachment(s):  
[Res3406.doc](#)

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<u>Name</u>	<u>Term Ending</u>
Charly Sager	June 2028

ATTEST:

D'Shawn M. Doughty  
PRESIDENT, City Council

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

Randolph J. Taylor, Mayor



# City of Salisbury

## Memo

To: Randy Taylor, Mayor  
From: Jessie Turner  
Date: June 2, 2025  
Subject: Disability Advisory Committee

The following person has applied for re-appointment to the Disability Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Ron Pagano	June 2028

Attachment(s):  
[Res3407.doc](#)

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<u>Name</u>	<u>Term Ending</u>
Ron Pagano	June 2028

ATTEST:

D'Shawn M. Doughty  
PRESIDENT, City Council

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

57



# City of Salisbury

## Memo

To: Mayor Randy Taylor  
From: Jessie Turner  
Date: June 4, 2025  
Subject: Friends of Poplar Hill Board of Directors

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

<u>Name</u>	<u>Term Ending</u>
Robert Graham-Miles	June 2028

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

Attachment(s):  
[Res3408.doc](#)



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<u>Name</u>	<u>Term Ending</u>
Robert Graham-Miles	June 2028

ATTEST:

D'Shawn M. Doughty  
PRESIDENT, City Council

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

59



# City of Salisbury

## Memo

To: Andy Kitzrow, City Administrator  
From: Derek Jarmon, Economic Development Manager  
Date: April 17, 2025  
Subject: Enterprise Zone Eligibility - 200 Cypress St

Attached is a resolution designating Westwood Commerce, LLC located at 200 Cypress St., eligible to receive the benefits of the Enterprise Zone.

This property is located within the boundaries of the City's Enterprise Zone, and this company has invested more than \$50,000 in the property.

As a reminder, companies that are declared eligible for enterprise zone benefits are able to receive a 10-year Property Tax Credit. The purpose of this program is to encourage industries to locate in areas identified as enterprise zones and to reinvest in such properties.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

Attachment(s):

[Res3409.docx](#)

[200 Cypress Street Enterprise Zone Memo from DID.pdf](#)

[Finance Enterprise Zone Support.pdf](#)

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**RESOLUTION NO. 3409**

**A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING  
OPPORTUNITY STREET LLC ELIGIBLE TO RECEIVE ENTERPRISE ZONE  
BENEFITS FOR PROPERTY LOCATED AT 200 CYPRESS STREET,  
SALISBURY, MD.**

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

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

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

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

**WHEREAS**, Opportunity Street LLC meets the standards set forth in the Maryland Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

**WHEREAS**, Opportunity Street LLC has requested that the company be designated as eligible for Enterprise Zone benefits because of its investment of more than \$50,000 in the property located in the Enterprise Zone at 200 Cypress Street Salisbury, MD.

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

**Section 1.** Opportunity Street LLC shall be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this Resolution.

**Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Resolution shall be deemed independent of all other provisions herein.

**Section 3.** 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 Resolution 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 Resolution shall remain and shall be deemed valid and enforceable.

**Section 4.** 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 4.

**THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 16 day of June, 2025 and is to become effective immediately upon adoption.

**ATTEST:**

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

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

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

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7 **Randolph J. Taylor, Mayor**



# City of Salisbury

## Memorandum

**To:** Derek Von Jarmon, Economic Development Director, ABCD  
**Cc:** Nick Voitiuc, Director, DID & Sandra Green, Director, Finance  
**From:** Amanda Rodriguez, City Planner *AR*  
**Date:** March 25, 2025  
**Subject:** Enterprise Zone Qualifications – 200 Cypress Street

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On March 25, 2025, the Department of Infrastructure and Development reviewed 200 Cypress Street, Salisbury, MD for Enterprise Zone designation at the request of Opportunity Street LLC. The Department of Infrastructure & Development finds the following to be true at the time of this review:

- Opportunity Street LLC, located at 200 Cypress Street, is compliant with the City's water and sewer use requirements specifically Chapter 13.12 of the City of Salisbury Code of Ordinances.
- Opportunity Street LLC, located at 200 Cypress Street, is compliant with State and local storm water management codes and regulations for the date built.
- Opportunity Street LLC, located at 200 Cypress Street, is compliant with State of Maryland Chesapeake Bay Critical Area codes and regulations for the date built.
- Opportunity Street LLC, located at 200 Cypress Street, is compliant with the City's zoning code specifically Chapter 17.36 of the City of Salisbury Code of Ordinances for the date built.
- Opportunity Street LLC, located at 200 Cypress Street, is compliant with the City's subdivision code for the date built.
- Opportunity Street LLC, located at 200 Cypress Street, is compliant with the City's building code for the date built and will comply with current code when renovation is completed.

Derek,

See Kay's comments.

Sandy,

We usually check to see if the taxes & corporate taxes are paid and in good standing.

The taxes are paid on the parcels that they listed and the corporations are in good standing & the taxes paid.

Thanks,

K

**Sandy Green**

Director of Finance  
City of Salisbury  
125 N. Division Street, Rm 103  
Salisbury, MD 21801  
410-548-3110 Phone



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

**From:** Derek Von Jarmon <djarmon@salisbury.md>  
**Sent:** Monday, April 14, 2025 2:27 PM  
**To:** Sandra Green <sagreen@salisbury.md>  
**Cc:** Shawanda Garrison <sgarrison@salisbury.md>  
**Subject:** Fw: Enterprise Zone Application(s)

Good afternoon,

I wanted to make sure these did in fact did make their way over to you both. During the process, we had some back and forth and I honestly never circled back to ensure all three reached your desk. Please let me know if you have any questions/comments.

Derek V. Jarmon Jr.  
Economic Development Manager  
Department of Arts, Business & Culture  
City of Salisbury



# City of Salisbury

## Memo

To: Andy Kitzrow, City Administrator  
From: Derek Jarmon, Economic Development Manager  
Date: April 17, 2025  
Subject: Enterprise Zone Eligibility - Westwood Commerce LLC at 1610 Westwood

Attached is a resolution designating Westwood Commerce, LLC located at 1610 Westwood Dr., eligible to receive the benefits of the Enterprise Zone.

This property is located within the boundaries of the City's Enterprise Zone, and this company has invested more than \$50,000 in the property.

As a reminder, companies that are declared eligible for enterprise zone benefits are able to receive a 10-year Property Tax Credit. The purpose of this program is to encourage industries to locate in areas identified as enterprise zones and to reinvest in such properties.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

Attachment(s):

[Res3410.pdf](#)

[1610 Westwood Enterprise Zone Memo from DID.pdf](#)

[Finance Enterprise Zone Support.pdf](#)



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**RESOLUTION NO. 3410**

**A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING  
WESTWOOD COMMERCE I LLC ELIGIBLE TO RECEIVE ENTERPRISE  
ZONE BENEFITS FOR PROPERTY LOCATED AT 1610 WESTWOOD DRIVE,  
SALISBURY, MD.**

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

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

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

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

**WHEREAS**, Westwood Commerce I LLC meets the standards set forth in the Maryland Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

**WHEREAS**, Westwood Commerce I LLC has requested that the company be designated as eligible for Enterprise Zone benefits because of its investment of more than \$50,000 in the property located in the Enterprise Zone at 1610 Westwood Drive Salisbury, Maryland.

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

**Section 1.** Westwood Commerce I LLC shall be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this Resolution.

**Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Resolution shall be deemed independent of all other provisions herein.

**Section 3.** 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 Resolution 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 Resolution shall remain and shall be deemed valid and enforceable.

**Section 4.** 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 4.

**THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 16 day of June, 2025 and is to become effective immediately upon adoption.

**ATTEST:**

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

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

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

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7 **Randolph J. Taylor, Mayor**



# City of Salisbury

## Memorandum

**To:** Derek Von Jarmon, Economic Development Director, ABCD  
**Cc:** Nick Voitiuc, Director, DID & Sandra Green, Director, Finance  
**From:** Amanda Rodriguez, City Planner *AR*  
**Date:** March 25, 2025  
**Subject:** Enterprise Zone Qualifications – 1610 Westwood Drive

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On March 25, 2025, the Department of Infrastructure and Development reviewed 1610 Westwood Drive, Salisbury, MD for Enterprise Zone designation at the request of St. John Properties/Westwood Commerce I LLC. The Department of Infrastructure & Development finds the following to be true at the time of this review:

- St. John Properties/Westwood Commerce I LLC., located at 1610 Westwood Drive, shall be compliant upon the completion of construction with the City's water and sewer use requirements, specifically Chapters 13.08 & 13.12 of the City of Salisbury Code of Ordinances.
- St. John Properties/Westwood Commerce I LLC., located at 1610 Westwood Drive, shall be compliant with State and local storm water management codes and regulations upon the completion of construction.
- St. John Properties/Westwood Commerce I LLC., located at 1610 Westwood Drive, shall be compliant with the City's zoning code, specifically Chapter 17.122 of the City of Salisbury Code of Ordinances upon the completion of construction.
- St. John Properties/Westwood Commerce I LLC., located at 1610 Westwood Drive, shall be compliant with the City's subdivision code upon the completion of construction.
- St. John Properties/Westwood Commerce I LLC., located at 1610 Westwood Drive, shall be compliant with current building, electrical, plumbing, and mechanical codes upon the completion of construction.

Derek,

See Kay's comments.

Sandy,

We usually check to see if the taxes & corporate taxes are paid and in good standing.

The taxes are paid on the parcels that they listed and the corporations are in good standing & the taxes paid.

Thanks,

K

**Sandy Green**

Director of Finance

City of Salisbury

125 N. Division Street, Rm 103

Salisbury, MD 21801

410-548-3110 Phone



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

**From:** Derek Von Jarmon <djarmon@salisbury.md>

**Sent:** Monday, April 14, 2025 2:27 PM

**To:** Sandra Green <sagreen@salisbury.md>

**Cc:** Shawanda Garrison <sgarrison@salisbury.md>

**Subject:** Fw: Enterprise Zone Application(s)

Good afternoon,

I wanted to make sure these did in fact did make their way over to you both. During the process, we had some back and forth and I honestly never circled back to ensure all three reached your desk. Please let me know if you have any questions/comments.

Derek V. Jarmon Jr.

Economic Development Manager

Department of Arts, Business & Culture

City of Salisbury



# City of Salisbury

## Memo

To: Andy Kitzrow, City Administrator  
From: Derek Jarmon, Economic Development Manager  
Date: April 17, 2025  
Subject: Enterprise Zone Eligibility - Westwood Commerce LLC at 1630 Westwood

Attached is a resolution designating Westwood Commerce, LLC located at 1630 Westwood Dr., eligible to receive the benefits of the Enterprise Zone.

This property is located within the boundaries of the City's Enterprise Zone, and this company has invested more than \$50,000 in the property.

As a reminder, companies that are declared eligible for enterprise zone benefits are able to receive a 10-year Property Tax Credit. The purpose of this program is to encourage industries to locate in areas identified as enterprise zones and to reinvest in such properties.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

Attachment(s):

[Res3411.docx](#)

[1630 Westwood Drive Enterprise Zone Memo from DID.pdf](#)

[Finance Enterprise Zone Support.pdf](#)

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**RESOLUTION NO. 3411**

**A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING  
WESTWOOD COMMERCE I LLC ELIGIBLE TO RECEIVE ENTERPRISE  
ZONE BENEFITS FOR PROPERTY LOCATED AT 1630 WESTWOOD DRIVE,  
SALISBURY, MD.**

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

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

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

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

**WHEREAS**, Westwood Commerce I LLC meets the standards set forth in the Maryland Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

**WHEREAS**, Westwood Commerce I LLC has requested that the company be designated as eligible for Enterprise Zone benefits because of its investment of more than \$50,000 in the property located in the Enterprise Zone at 1630 Westwood Drive Salisbury, MD.

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

**Section 1.** Westwood Commerce I LLC shall be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this Resolution.

**Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Resolution shall be deemed independent of all other provisions herein.

**Section 3.** 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 Resolution 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 Resolution shall remain and shall be deemed valid and enforceable.

**Section 4.** 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 4.

**THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 16 day of June, 2025 and is to become effective immediately upon adoption.

**ATTEST:**

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

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

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

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7 **Randolph J. Taylor, Mayor**



# City of Salisbury

## Memorandum

**To:** Derek Von Jarmon, Economic Development Director, ABCD  
**Cc:** Nick Voitiuc, Director, DID & Sandra Green, Director, Finance  
**From:** Amanda Rodriguez, City Planner *AR*  
**Date:** March 25, 2025  
**Subject:** Enterprise Zone Qualifications – 1630 Westwood Drive

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- St. John Properties/Westwood Commerce I LLC., located at 1630 Westwood Drive, shall be compliant with current building, electrical, plumbing, and mechanical codes upon the completion of construction.



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See Kay's comments.

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**Sandy Green**

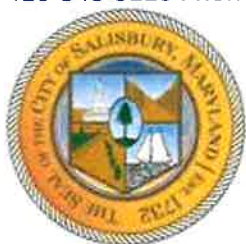
Director of Finance

City of Salisbury

125 N. Division Street, Rm 103

Salisbury, MD 21801

410-548-3110 Phone



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

**From:** Derek Von Jarmon <djarmon@salisbury.md>

**Sent:** Monday, April 14, 2025 2:27 PM

**To:** Sandra Green <sagreen@salisbury.md>

**Cc:** Shawanda Garrison <sgarrison@salisbury.md>

**Subject:** Fw: Enterprise Zone Application(s)

Good afternoon,

I wanted to make sure these did in fact did make their way over to you both. During the process, we had some back and forth and I honestly never circled back to ensure all three reached your desk. Please let me know if you have any questions/comments.

Derek V. Jarmon Jr.

Economic Development Manager

Department of Arts, Business & Culture

City of Salisbury



# City of Salisbury

## Memo

To: Andy Kitzrow, City Administrator  
From: Zachary White, Associate Planner  
Date: May 9, 2025  
Subject: Pohanka 2 Annexation (Chestnut Way) - 1st 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

\_\_\_\_\_, 2025 at 6:00 p.m.

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

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

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

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

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

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

**Section 6.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury shall hold a public hearing on this Resolution on \_\_\_\_\_ 2025 at 6:00 p.m. in the Council Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as 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 \_\_\_\_\_, 2025 at 6:00 p.m., and was finally passed by the  
89 Council at its regular meeting held on \_\_\_\_\_, 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

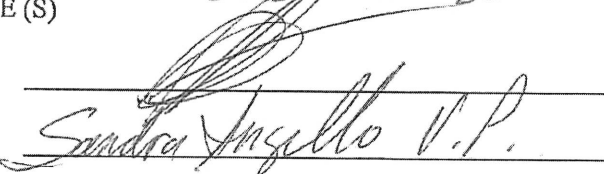
0029 - 0023 - 0017 - BLOCK 'C' - LOT 5

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

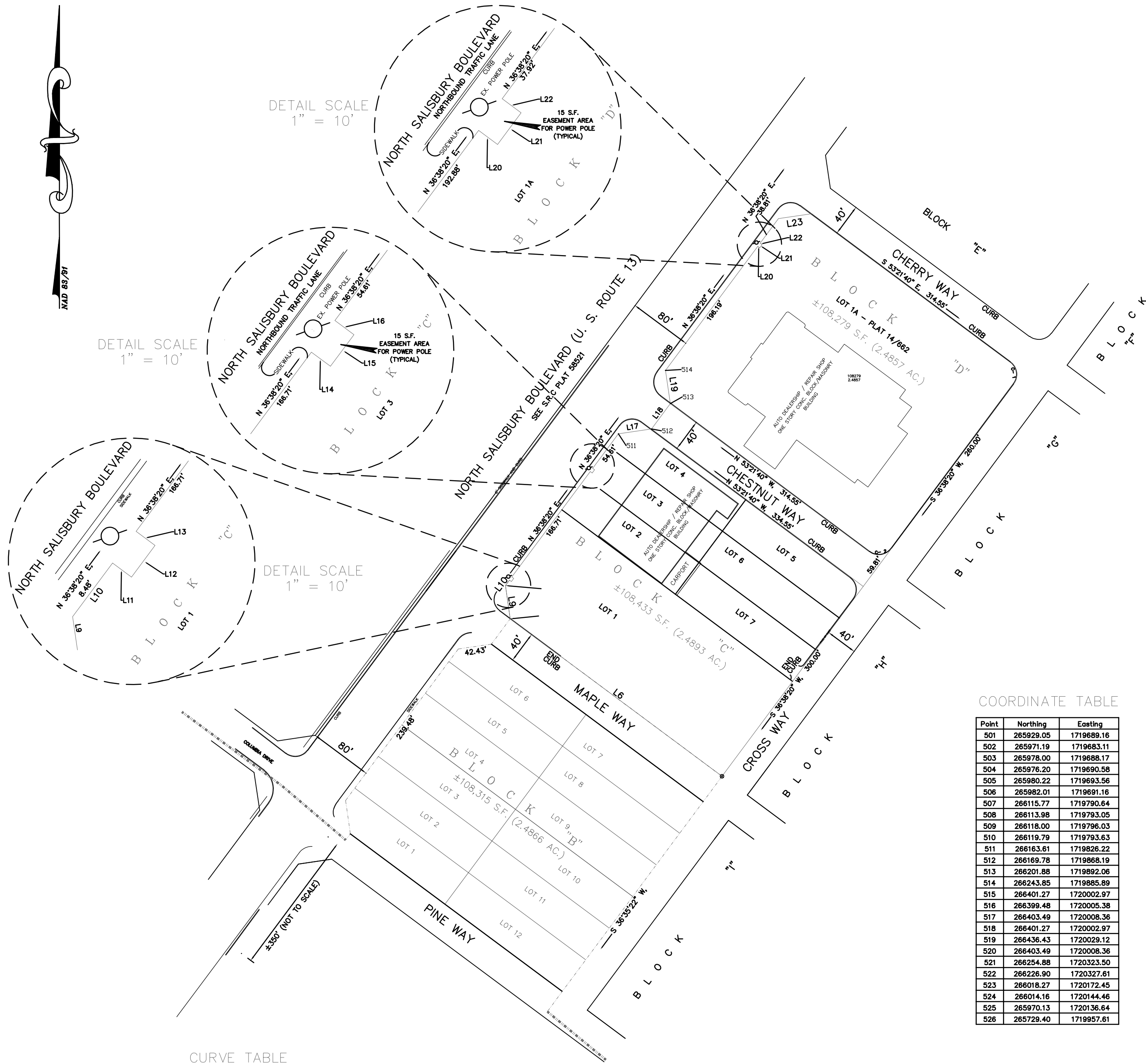
## CHESTNUT WAY – POHANKA KIA

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

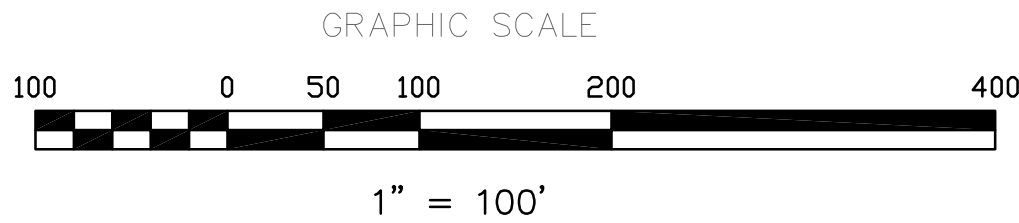
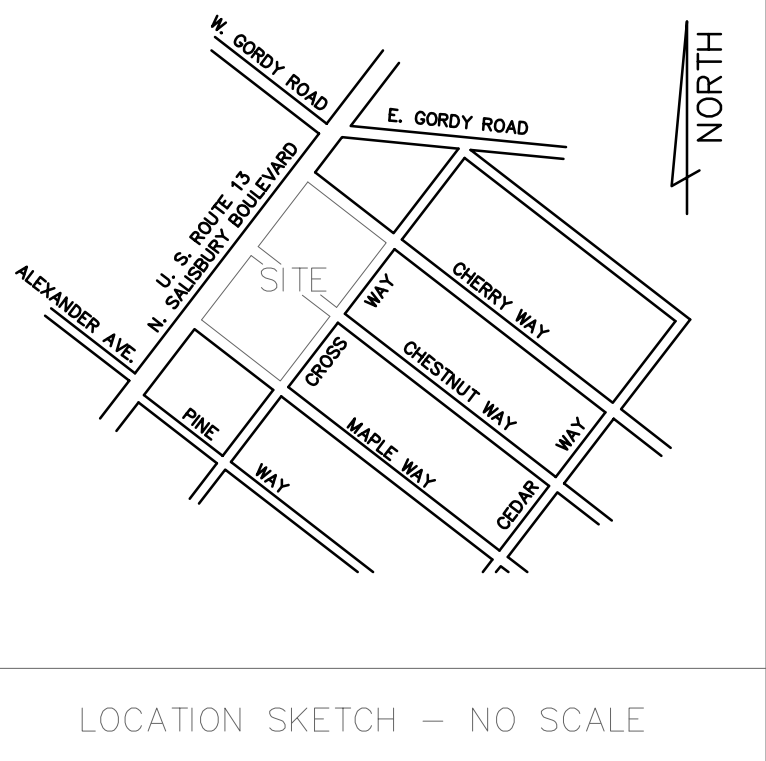
(54.61) feet to a point. X 1,207,367.76 Y 205,372.46 (8c) South fifty-three degrees twenty-one minutes forty seconds East ( $S 53^{\circ} 21' 40'' E$ ) three decimal zero, zero (3.00) feet to a point. X 1,207,370.17 Y 205,370.67 (8d) South thirty-six degrees thirty-eight minutes twenty seconds West ( $S 36^{\circ} 38' 20'' W$ ) 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 ( $N 53^{\circ} 21' 40'' W$ ) 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 ( $S 36^{\circ} 38' 20'' W$ ) 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 ( $S 53^{\circ} 21' 40'' E$ ) 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 ( $S 36^{\circ} 38' 20'' W$ ) 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 ( $N 53^{\circ} 21' 40'' W$ ) 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 ( $S 36^{\circ} 38' 20'' W$ ) 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 ( $S 08^{\circ} 10' 15'' E$ ) 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 ( $S 53^{\circ} 21' 40'' E$ ) 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

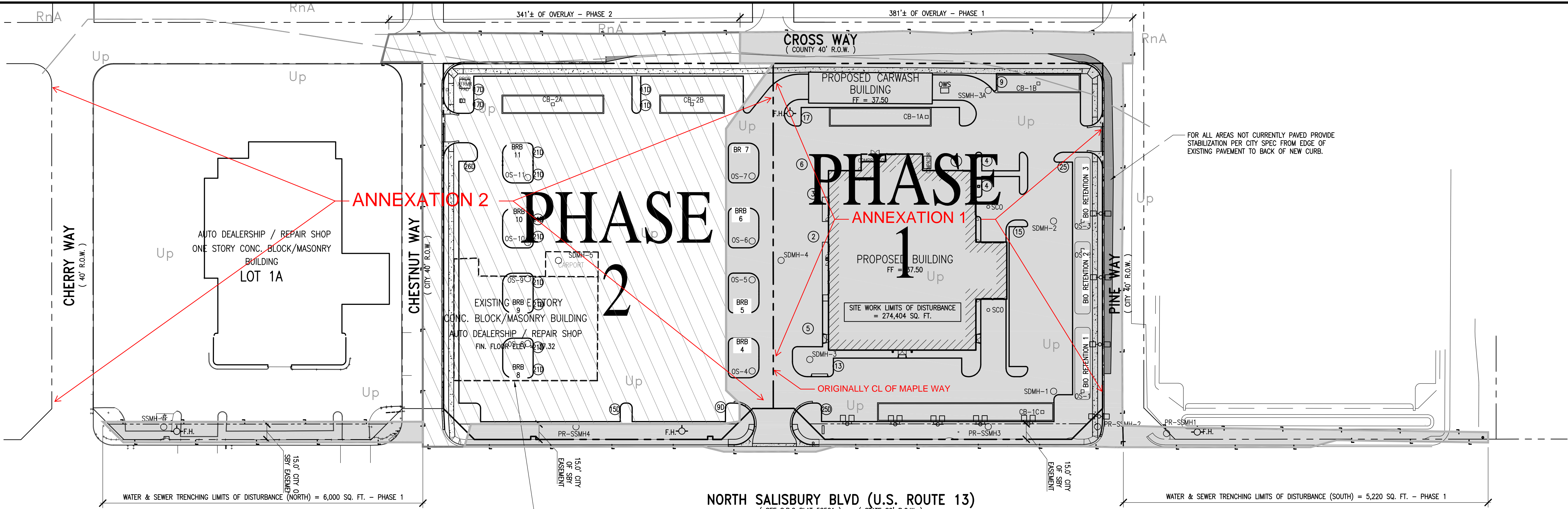
This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real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

Leslie C. Sherrill  
Surveyor

Date: 4/29/2025

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



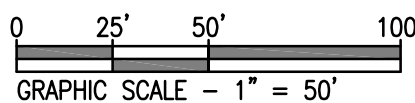


NORTH SALISBURY BLVD (U.S. ROUTE 13)  
(SEE S.R.C. PLAT 58521) -- (STATE 80' R.O.W.)

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

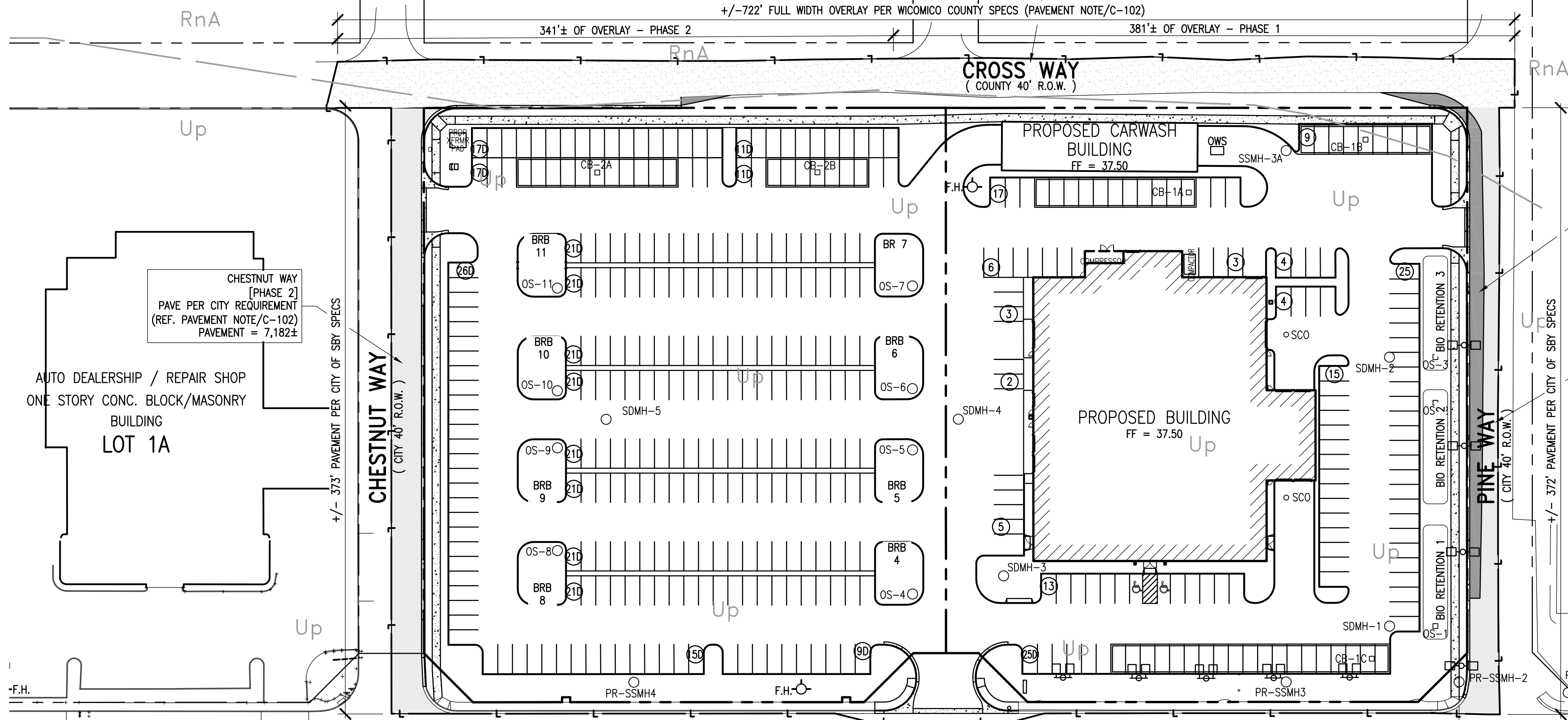
PHASING PLAN

SCALE: 1" = 50'



CROSS WAY [PHASE 1 & 2]  
PAVE PER COUNTY OVERLAY REQUIREMENT  
(REF. PAVEMENT NOTE/C-102)  
OVERLAY = ±17,410 SQ. FT.

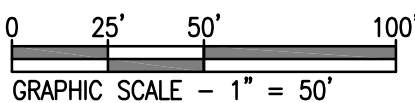
+/-722' FULL WIDTH OVERLAY PER WICOMICO COUNTY SPECS (PAVEMENT NOTE/C-102)



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
	EXISTING CONTOURS
	PROPOSED PARKING SPACES
	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)
	PROPOSED MANHOLE
	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

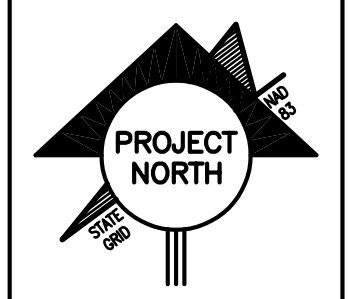
CITY PROJECT #

RICHARD BALDWIN, P.E.  
DIRECTOR

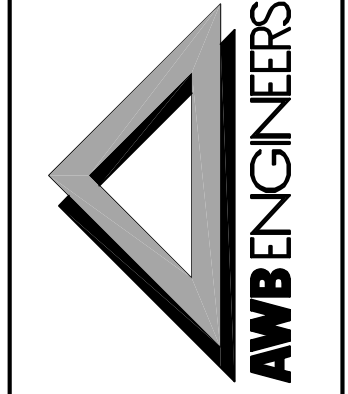
DATE

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



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 “**Mortgage**”);

**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: Andy Kitzrow, City Administrator  
From: City Council  
Date: June 12, 2025  
Subject: Establishment of the City of Salisbury Adopt-A-Road Program

This resolution outlines the City's intent to formally create a volunteer-based Adopt-A-Road Program, encouraging civic engagement and environmental stewardship from local individuals, businesses, and organizations. The initiative is designed to support the maintenance and beautification of city roadways through community-led litter removal efforts, with the City providing guidance, safety protocols, and public recognition for participants.

Importantly, members of the Sustainability Advisory Committee, the Department of Infrastructure and Development staff, along with their Director, Nick Voitiuc, have all reviewed and endorsed this proposed program. Their support reflects a shared commitment across departments to enhance the city's environmental health and public spaces.

Please let me know if additional information is needed.

Attachment(s):  
[Res3413.docx](#)

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**RESOLUTION NO. 3413**

**A RESOLUTION OF THE CITY OF SALISBURY TO  
ESTABLISH AN ADOPT-A-ROAD PROGRAM.**

**WHEREAS**, roads, sidewalks, and all other traffic ways facilitate the transportation of people, goods, services, and ultimately the economy of Salisbury, and

**WHEREAS**, the quality and cleanliness of roads directly impact the health, safety, and overall experience of the communities that live, drive, and walk along them, and

**WHEREAS**, roads and highways are essential infrastructure that ensure safe and efficient transportation within our city, and

**WHEREAS**, litter and debris along roadways degrade the visual appeal of public spaces, harm the environment, and create safety hazards for drivers, cyclists, and pedestrians, and

**WHEREAS**, municipal resources alone are not sufficient to address the growing need for litter removal and beautification efforts on all city-maintained roadways, and

**WHEREAS**, the residents, businesses, and organizations of Salisbury have demonstrated a strong commitment to civic responsibility and environmental stewardship, and

**WHEREAS**, the Wicomico Presbyterian Church, through its members, have approached the City about the City establishing an Adopt-A-Road Program, which would create a partnership between the City and its citizens to promote civic pride and preserve our clean environment by eliminating roadside litter in the City, and

**WHEREAS**, the City's Sustainability Advisory Committee supports and recommends the City implement an Adopt-A-Road Program, and

**WHEREAS**, on the advice and recommendation of the City's Sustainability Advisory Committee, the City of Salisbury desires to implement an Adopt-A-Road Program to provide a way for community groups to show their City pride and help keep City roads litter free, and

**WHEREAS**, the City's Adopt-A-Road Program will allow a formal mechanism for community members to actively participate in the upkeep and beautification of public roadways through scheduled cleanup and maintenance, and

**WHEREAS**, participating individuals and groups shall receive public recognition by means of a certificate to honor their contribution to the community, and

**WHEREAS**, Adopt-A-Road programs established in municipalities across Maryland have resulted in visibly cleaner roadways, reduced maintenance costs, and stronger relationships between local governments and the communities they serve.

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

**Section 1.** The City of Salisbury, by adoption of this Resolution, shall hereby establish an Adopt-A-Road Program to allow individuals, businesses, and organizations to volunteer for the removal of litter and debris along designated roadways within municipal limits.

**Section 2.** The City Salisbury shall implement and administer the Adopt-A-Road Program, which shall include, but is not limited to, designating eligible roadways, adopting and enforcing safety guidelines, establishing requirements for participating in the program, and creating the manner and method of recognition of those adopting a road.

**Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Resolution 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 Resolution 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 Resolution shall remain and shall be deemed valid and enforceable.

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

**THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 16 day of June, 2025 and is to become effective immediately upon adoption.

**ATTEST:**

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

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

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

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



## **Memo**

To: Salisbury City Council  
From: Andy Kitzrow, City Administrator  
Date: June 3, 2025  
Subject: Union Negotiations Summary

The City's Management Negotiation Team (MNT) has successfully concluded negotiations with all three unions, effectively avoiding arbitration. The finalized side letters, which outline the agreed-upon terms, are enclosed for your review

### **Recap of FY26 Negotiations**

At the time the Mayor's budget was submitted, negotiations with all three unions were still ongoing. The proposed budget included a one-step increase in July and an additional one-step increase in January—equating to a 3% salary increase for general government and sworn Fire employees, and a 3.375% increase for sworn Police employees.

This proposal was rejected by all three unions, and IAFF initiated the process toward arbitration. Following further discussions, FOP and the AFSCME also indicated they were prepared to pursue arbitration if agreements were not reached with the City.

To avoid arbitration, labor negotiations were discussed during the Closed Session held on May 12, 2025. As a result of that session, the Management Negotiations Team (MNT) was able to resume good-faith negotiations with all three unions and successfully reach mutually agreeable terms, thereby avoiding arbitration with all bargaining units.

### **Budget Implication**

As a result of these negotiations, there are unallocated salary expenditures. Administration will submit a separate budget amendment—independent of the FY26 Budget Ordinance—to allocate funding for the salary increases



Note, the City received \$1,500,000 in FY25 from Wicomico County for fire services rendered in calendar year 2024. This was unanticipated revenue adding to the City's fund balance. These funds more than cover the added costs associated with the final round of salary negotiations with the unions for FY26.

Attachment(s):

[Res3414.docx](#)

[Exhibit 1 - AFSCME Side Letter Agreement.pdf](#)

[Exhibit 2 - FOP Salary Side Letter Agreement.pdf](#)

[Exhibit 3 - Appendix A-1.pdf](#)

[Exhibit 3 - IAFF Side Letter Agreement.pdf](#)

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO  
CONFIRM THE CITY'S AUHTORITY TO EXECUTE THE "SIDE  
LETTERS" WITH ALL THREE COLLECTIVE BARGAINING UNITS.**

**WHEREAS**, via Resolution 3353, the Council ratified the Collective Bargaining Agreement effective July 1, 2024 through June 30, 2026 between the City and the Fraternal Order of Police (“FOP Lodge 111”); and

**WHEREAS**, all three Collective Bargaining Agreements required the parties to reopen the agreements for the sole purpose of negotiating over wages for Fiscal Year 2026; and

**WHEREAS**, the Side Letter or Side Agreement summarizing the terms reached as a result of the wage reopener negotiations between the City and AFSCME is attached as **Exhibit 1**; and

**WHEREAS**, the Side Letter or Side Agreement summarizing the terms reached as a result of the wage reopener negotiations between the City and IAFF Local 4246 is attached as **Exhibit 3**; and

3. **Section 1.** Council confirms it agrees with the terms and conditions set forth in Exhibits 1, 2, and

**Section 3.** It is further the intention of the Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution 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 Resolution shall remain and shall be deemed valid and enforceable.

**THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 16 day of June, 2025 and is to become effective immediately upon adoption with or without the approval of the Mayor.

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**Julie A. English, City Clerk**

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

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

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

May 23, 2025

Jack Hughes  
Field Representative  
American Federation of State,  
County and Municipal Employees, Council 3

Dear Mr. Hughes,

This letter will confirm the agreement reached between the City of Salisbury and American Federation of State, County and Municipal Employees (AFSCME), Council 3, as the exclusive representative of the General Government bargaining unit, as a result of wage reopener negotiations conducted pursuant to Articles 22.3 and 32.2 of the FY 25-26 Collective Bargaining Agreement (CBA) between the parties.

The parties have agreed as follows:

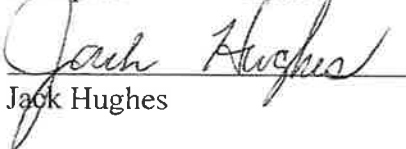
- (a) For FY 2026, the parties agree to modify the FY 2025 Salary Scale with a 2% cost of living adjustment. Effective the first full pay period following July 1, 2025, all employees shall be placed at the same grade and step of the new Salary Scale they had been on as of June 30, 2025.
- (b) Effective the first full pay period following July 1, 2025, following the initial placement provided in Section (a) above, all full-time employees shall advance one (1) step on the Salary Scale.
- (c) Effective the first full pay period following January 1, 2026, all full-time employees shall advance one (1) step on the Salary Scale.
- (d) Effective the first full pay period following July 1, 2025, all part-time employees shall receive a 4% increase to their hourly rate of pay.
- (e) Effective the first full pay period following January 1, 2026, all part-time employees shall receive a 2% increase to their hourly rate of pay.
- (f) This letter shall be deemed incorporated into the FY 25-26 CBA.

Sincerely,



Andy Kitzrow  
City Administrator

Accepted for AFSCME Council 3:

  
Jack Hughes

[date]

Nicholas Amendolagine  
Bargaining Unit Chair  
Fraternal Order of Police, Lodge #111, Inc.  
Salisbury City Police Unit

Dear Sgt. Amendolagine,

This letter will confirm the agreement reached between the City of Salisbury and Fraternal Order of Police, Lodge #111, Inc., as a result of wage reopener negotiations conducted pursuant to Articles V(c) and XVI(b) of the FY 25-26 Collective Bargaining Agreement (CBA) between the parties.

The parties have agreed as follows:

- (a) For FY 26, all steps in all grades on the FY 25 pay scale will be increased by a two-and-a-quarter percent (2.25%) cost of living adjustment, as shown in Appendix A-1 attached hereto.
- (b) Effective the first full pay period following July 1, 2025, all full-time employees shall be placed at the same grade and step of the FY 26 pay scale in Appendix A as they had been on as of June 30, 2025.
- (c) Also effective the first full pay period following July 1, 2025, following the initial placement provided in Section (b) above, all full-time employees shall advance one (1) step on the FY 26 pay scale.
- (d) Effective the first full pay period following January 1, 2026, all full-time employees shall advance one (1) step on the FY 26 pay scale.
- (e) This letter including Appendix A-1 shall be deemed incorporated into the FY 25-26 CBA.

Sincerely,

Andy Kitzrow  
City Administrator

Accepted for the FOP:

  
Nicholas Amendolagine

FY25	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Probationary FF/EMT	1	41,402.82	42,230.88	43,075.49	43,937.00	44,815.74	45,712.06	46,626.30	47,558.83	48,510.00																					
Probationary FF/PM	1P	47,364.72	48,312.01	49,278.25	50,263.82	51,269.10	52,294.48	53,340.37	54,407.18	55,495.32																					
FF/EMT 1	2	43,472.96	44,342.42	45,229.27	46,133.85	47,056.53	47,997.66	48,957.61	49,936.77	50,935.50	51,954.21	52,993.30	54,053.16	55,134.23	56,236.91	57,361.65	58,508.88	59,679.06	60,872.64	62,090.09	63,331.90	64,598.53	65,890.50	67,208.31	68,552.48	69,923.53	71,322.00	72,748.44	74,203.41	75,687.48	77,201.23
FF/PM 1	2P	49,732.96	50,727.62	51,742.17	52,777.01	53,832.55	54,909.20	56,007.39	57,127.53	58,270.08	59,435.49	60,624.20	61,836.68	63,073.41	64,334.88	65,621.58	66,934.01	68,272.69	69,638.14	71,030.91	72,451.53	73,900.56	75,378.57	76,886.14	78,423.86	79,992.34	81,592.19	83,224.03	84,888.51	86,586.28	88,318.01
Driver/EMT	3	44,777.15	45,672.69	46,586.15	47,517.87	48,468.23	49,437.59	50,426.34	51,434.87	52,463.57	53,512.84	54,583.10	55,674.76	56,788.25	57,924.02	59,082.50	60,264.15	61,469.43	62,698.82	63,952.80	65,231.85	66,536.49	67,867.22	69,224.56	70,609.05	72,021.24	73,461.66	74,930.89	76,429.51	77,958.10	79,517.26
Driver/PM	3P	51,224.94	52,249.44	53,294.43	54,360.32	55,447.53	56,556.48	57,687.61	58,841.36	60,018.19	61,218.55	62,442.92	63,691.78	64,965.62	66,264.93	67,590.23	68,942.03	70,320.87	71,727.29	73,161.84	74,625.07	76,117.57	77,639.92	79,192.72	80,776.58	82,392.11	84,039.95	85,720.75	87,435.17	89,183.87	90,967.55
Sergeant	4	47,016.01	47,956.33	48,915.45	49,893.76	50,891.64	51,909.47	52,947.66	54,006.61	55,086.75	56,188.48	57,312.25	58,458.50	59,627.67	60,820.22	62,036.62	63,277.36	64,542.90	65,833.76	67,150.44	68,493.44	69,863.31	71,260.58	72,685.79	74,139.51	75,622.30	77,134.74	78,677.44	80,250.99	81,856.01	83,493.13
Sergeant	4P	53,786.19	54,861.92	55,959.15	57,078.34	58,219.90	59,384.30	60,571.99	61,783.43	63,019.10	64,279.48	65,565.07	66,876.37	68,213.90	69,578.17	70,969.74	72,389.13	73,836.92	75,313.65	76,819.93	78,356.33	79,923.45	81,521.92	83,152.36	84,815.41	86,511.71	88,241.95	90,006.79	91,806.92	93,643.06	95,515.92
Lieutenant/ Deputy Fire Marshall	5	57,013.36	58,153.63	59,316.70	60,503.04	61,713.10	62,947.36	64,206.31	65,490.43	66,800.24	68,136.25	69,498.97	70,888.95	72,306.73	73,752.86	75,227.92	76,732.48	78,267.13	79,832.47	81,429.12	83,057.70	84,718.86	86,413.24	88,141.50	89,904.33	91,702.42	93,536.47	95,407.20	97,315.34	99,261.65	101,246.88
Captain	6	60,548.19	61,759.16	62,994.34	64,254.23	65,539.31	66,850.10	68,187.10	69,550.84	70,941.86	72,360.69	73,807.91	75,284.07	76,789.75	78,325.54	79,892.05	81,489.89	83,119.69	84,782.09	86,477.73	88,207.28	89,971.43	91,770.86	93,606.27	95,478.40	97,387.97	99,335.73	101,322.44	103,348.89	105,415.87	107,524.19

FY26	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Probationary FF/EMT	1	43,265.95	44,239.43	45,234.82	46,252.60	47,293.28	48,357.38	49,445.42	50,557.95	51,695.50																					
Probationary FF/PM	1P	49,496.13	50,609.80	51,748.52	52,912.86	54,103.40	55,320.72	56,565.44	57,838.16	59,139.52																					
FF/EMT 1	2	45,429.24	46,451.40	47,496.56	48,565.23	49,657.95	50,775.25	51,917.70	53,085.84	54,280.28	55,501.58	56,750.37	58,027.25	59,332.86	60,667.85	62,032.88	63,428.62	64,855.76	66,315.02	67,807.11	69,332.77	70,892.75	72,487.84	74,118.82	75,786.49	77,491.69	79,235.25	81,018.04	82,840.95	84,704.87	86,610.73
FF/PM 1	2P	51,970.94	53,140.29	54,335.94	55,558.50	56,808.57	58,086.76	59,393.71	60,730.07	62,096.50	63,493.67	64,922.28	66,383.03	67,876.64	69,403.87	70,965.46	72,562.18	74,194.83	75,864.21	77,571.16	79,316.51	81,101.13	82,925.90	84,791.74	86,699.55	88,650.29	90,644.92	92,684.43	94,769.83	96,902.15	99,082.45
Driver/EMT	3	46,792.12	47,844.94	48,921.46	50,022.19	51,147.69	52,298.51	53,475.23	54,678.42	55,908.68	57,166.63	58,452.88	59,768.07	61,112.85	62,487.89	63,893.87	65,331.48	66,801.44	68,304.47	69,841.32	71,412.75	73,019.54	74,662.48	76,342.38	78,060.09	79,816.44	81,612.31	83,448.58	85,326.18	87,246.02	89,209.05
Driver/PM	3P	53,530.07	54,734.49	55,966.02	57,225.26	58,512.82	59,829.36	61,175.52	62,551.97	63,959.39	65,398.48	66,869.94	68,374.52	69,912.94	71,485.98	73,094.42	74,739.04	76,420.67	78,140.14	79,898.29	81,696.00	83,534.16	85,413.68	87,335.49	89,300.54	91,309.80	93,364.27	95,464.97	97,612.93	99,809.22	102,054.93
Sergeant	4	49,131.73	50,237.19	51,367.53	52,523.30	53,705.07	54,913.44	56,148.99	57,412.34	58,704.12	60,024.96	61,375.52	62,756.47	64,168.49	65,612.28	67,088.56	68,598.05	70,141.51	71,719.69	73,333.39	74,983.39	76,670.51	78,395.60	80,159.50	81,963.09	83,807.26	85,692.92	87,621.01	89,592.49	91,608.32	93,669.50
Sergeant	4P	56,206.57	57,471.22	58,764.32	60,086.52	61,438.46	62,820.83	64,234.30	65,679.57	67,157.36	68,668.40	70,213.44	71,793.24	73,408.59	75,060.28	76,749.14	78,476.00	80,241.71	82,047.14	83,893.21	85,780.80	87,710.87	89,684.37	91,702.26	93,765.56	95,875.29	98,032.48	100,238.21	102,493.57	104,799.68	107,157.67
Lieutenant/ Deputy Fire Marshall	5	59,578.96	60,919.49	62,290.18	63,691.71	65,124.77	66,590.08	68,088.36	69,620.34	71,186.80	72,788.51	74,426.25	76,100.84	77,813.11	79,563.90	81,354.09	83,184.56	85,056.21	86,969.97	88,926.80	90,927.65	92,973.52	95,065.43	97,204.40	99,391.50	101,627.81	103,914.43	106,252.51	108,643.19	111,087.66	113,587.13
Captain	6	63,272.86	64,696.50	66,152.17	67,640.60	69,162.51	70,718.66	72,309.83	73,936.81	75,600.38	77,301.39	79,040.67	80,819.09	82,637.52	84,496.86	86,398.04	88,342.00	90,329.69	92,362.11	94,440.26	96,565.16	98,737.88	100,959.48	103,231.07	105,553.77	107,928.73	110,357.13	112,840.16	115,379.07	117,975.10	120,629.53

May 28, 2025

Brandon Records

President

International Association of Firefighters, Local 4246, AFL-CIO

Dear Mr. Records,

This letter will confirm the agreement reached between the City of Salisbury and International Association of Firefighters, Local 4246, AFL-CIO, as the exclusive representative of the Firefighters bargaining unit, as a result of wage reopener negotiations conducted pursuant to Articles 21.A.4 and 27.B of the FY 25-26 Collective Bargaining Agreement (CBA) between the parties.

The parties have agreed as follows:

- (a) For FY 2026, the parties agree to modify the FY 2025 pay scale by increasing the differential between steps to two-and-a-quarter percent (2.25%) and applying a four-and-a-half percent (4.5%) cost of living adjustment, as set forth in Appendix A-1 attached hereto. Effective the first full pay period following July 1, 2025, all employees shall be placed at the same grade and step of the pay scale in Appendix A-1 they had been on as of June 30, 2025.
- (b) Effective the first full pay period following January 1, 2026, all employees shall advance one (1) step on the pay scale.
- (c) This letter shall be deemed incorporated into the FY 25-26 CBA.

Sincerely,

Andy Kitzrow  
City Administrator

Accepted for IAFF Local 4246:

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Brandon Records  
President



# City of Salisbury

## Memo

To: City Council  
From: Randy Taylor, Mayor  
Date: May 5, 2025  
Subject: Ordinance to Amend Title 5 of the Salisbury City Code (Chesapeake Franchise Agreement) - 2nd Reading

The proposed ordinance amends Title 5 of the Salisbury City Code by adding Chapter 5.23, entitled Natural Gas Franchise, to authorize the City to enter into a franchise agreement with Chesapeake Utilities Corporation (“Franchisee”) for the installation and operation of natural gas infrastructure within City rights-of-way.

Please contact the Mayor’s Office if you have any questions about the attached Ordinance.

Attachment(s):  
[Ord2943.docx](#)



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**ORDINANCE NO. 2943**

**AN ORDINANCE OF THE CITY OF SALISBURY AMENDING TITLE 5 OF THE SALISBURY CITY CODE, ENTITLED "BUSINESS LICENSES AND REGULATIONS," TO ADD CHAPTER 5.23 TO AUTHORIZE AND GOVERN A GAS FRANCHISE AGREEMENT.**

**WHEREAS**, the ongoing application, administration, and enforcement of the City of Salisbury Municipal Code (the "**Salisbury City Code**") demonstrates a need for its periodic review, evaluation, and amendment to comply with present community standards and values and promote public safety, health, and welfare of the citizens of the City of Salisbury (the "**City**");

**WHEREAS**, the Mayor and Council of the City of Salisbury (the "**Mayor and Council**") are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort, and convenience of the citizens of the City;

**WHEREAS**, the Mayor and Council may amend Title 5 (Business Licenses and Regulations) of the Salisbury City Code pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter;

**WHEREAS**, the City is empowered by the Annotated Code of Maryland, Local Government, § 5-204 to adopt ordinances granting franchises within the City's municipal boundaries;

**WHEREAS**, Chesapeake Utilities Corporation ("Franchisee") has requested the City grant a franchise to enable Franchisee to install facilities in, through, along or under City rights-of-way and other real property in order to provide natural gas services to residents and business owners throughout the City's municipal boundaries;

**WHEREAS**, the Mayor and Council find that the health, safety, and general welfare of the citizens of the City will be furthered by entering into a Franchise Agreement with Franchisee or its successor and amending Title 5 of the Salisbury City Code to add Chapter 5.23 to enable the City and Franchisee to enter into a Franchise Agreement; and

**WHEREAS**, the Mayor and Council have determined that the amendments to Title 5 of the Salisbury City Code shall be adopted as set forth herein.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, that Title 5 of the Salisbury City Code is hereby amended by the addition of a new chapter numbered 5.23 and entitled Natural Gas Franchise as follows:

**Section 1.** Title 5 of the Salisbury City Code, entitled "Business Licenses and Regulations" is amended by adding the bolded and underlined language as follows:

**Chapter 5.23 Natural Gas Franchise.**

**5.23.010 Franchise granted.**

**A. The City hereby grants unto Chesapeake Utilities Corporation and its successors and assigns hereinafter referred to as the ("Corporation"), the authority to acquire, lay, install, operate, and maintain lines, pipes or conduits, and accessory equipment for the transmission,**

distribution, and sale of natural gas, and, in connection therewith, to make the necessary cuts and excavations in the sidewalks, streets, alleys, roads, lanes, highways, squares, paved or unpaved, and other public places within the present or future limits of the City, subject to the following terms and conditions:

1. Before the Corporation shall begin any such underground construction, it shall make an application for and obtain from the proper regulatory authorities having jurisdiction a permit for such construction under such terms and conditions as such authority may designate. The Corporation shall be responsible for returning the area under construction to either its original state and/or a superior state than the area under construction was in prior to the initiation of construction.

2. All work under this permit shall be done in such a manner as to avoid damage to other underground installations or any construction performed by the City of Salisbury, the Maryland State Highway Administration, or any other governmental agency.

B. The authority granted to the Corporation by this section is subject to all terms and conditions as set forth in this chapter and the Franchise Agreement to be entered into between the City and Corporation, which shall set forth the franchise fee, term of the franchise agreement, including any renewals thereof, the Corporation's duties and responsibilities, regulation by the City, compliance and monitoring, insurance and indemnification, and all other legal matters.

C. By granting this franchise to Corporation, the City of Salisbury makes no representation or warranty that the City's interest in or right to control any public right-of-way is sufficient to permit the Corporation's use, and the Corporation shall gain only those rights to use the public rights-of-way that are within the City's power to grant.

#### 5.23.020 Noninterference with public travel.

This franchise granted to Corporation shall be exercised in such a manner so that, at no time, shall public travel on any of the sidewalks, streets, alleys, roads, lanes, highways, squares, or other public places be unnecessarily affected or impeded by the laying, maintenance, or repair of said gas pipes, lines, conduits, or accessory equipment.

#### 5.23.030 Violations of franchise.

If the Corporation violates any provision of this franchise or fails to comply with the applicable regulations, rules and orders of the Public Service Commission of the State of Maryland, or other duly legally authorized regulatory body of the State of Maryland or of the City, and such violation continues for ten (10) days after notice of the violation is given in writing to the Corporation, the Corporation shall be guilty of a municipal infraction and shall be subject to a fine not to exceed five hundred dollars (\$500.00) per violation.

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

**Section 2.** 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.

94        **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any  
95 section, paragraph, subsection, clause, or provision of this Ordinance shall be adjudged invalid,  
96 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication  
97 shall apply only to the section, paragraph, subsection, clause, or provision so adjudged and all other  
98 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

99        **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as  
100 if such recitals were specifically set forth at length in this Section 4.

101        **Section 5.** This Ordinance shall take effect from and after the date of its final passage.

102        **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City  
103 of Salisbury held on the 9 day of June, 2025 and thereafter, a statement of the substance of the Ordinance  
104 having been published as required by law, in the meantime, was finally passed by the Council of the City  
105 of Salisbury on the 16 day of June, 2025.

106  
107 ATTEST:

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110 Julie A. English, City Clerk

\_\_\_\_\_

D'Shawn M. Doughty, City Council President

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

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115 \_\_\_\_\_  
116 Randolph J. Taylor, Mayor  
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# 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 - 1st 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.docx](#)

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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 \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
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55 **ATTEST:**  
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59 **Julie A. English, City Clerk**

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

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62 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
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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 - 1st 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.docx](#)

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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:

<b>Increase Decrease</b>	<b>Account Type</b>	<b>Project Description</b>	<b>Account</b>	<b>Account Description</b>	<b>Amount</b>
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:

<b>Increase Decrease</b>	<b>Account Type</b>	<b>Project Description</b>	<b>Account Description</b>	<b>Account</b>	<b>Amount</b>
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:  
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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.  
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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.  
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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.  
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56 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
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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 \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
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63 **ATTEST:**  
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66 \_\_\_\_\_  
67 **Julie A. English, City Clerk**  
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\_\_\_\_\_ **D'Shawn M. Doughty, City Council President**

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