



CITY OF SALISBURY

115 S. Division Street, Salisbury, MD 21801

WORK SESSION

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

Monday, July 14, 2025 7:00 PM

D'SHAWN M. DOUGHTY
Council President

ANGELA M. BLAKE
Council Vice President

APRIL R. JACKSON
Councilwoman

MICHELE R. GREGORY
Councilwoman

SHARON C. DASHIELL
Councilwoman

CALL TO ORDER

ORDINANCE

- Amending Chapter 8.11 "The Fire Prevention Code"
Ordinance amending chapter 8.11 of the Salisbury City Code, entitled "The Fire Prevention Code", to adopt a requirement for a permit from the City Fire Marshal for wholesale and retail sale of ground-based sparkling devices within the City of Salisbury.

- Community Needs Grant for Anne Street Village

Ordinance to accept a \$500 donation from the Community Foundation of the Eastern Shore to fund a garden planting at Anne Street Village

COUNCIL DISCUSSION

- Lot 10 Subrecipient Agreement Discussion
- Salisbury Planning Commission

PUBLIC COMMENT (Agenda Items Only)

ADMINISTRATION COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

<p>City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council's meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.</p>



City of Salisbury

Memo

To: Mayor's Office
From: Rob Frampton, Fire Chief
Date: June 10, 2025
Subject: Amending Chapter 8.11 "The Fire Prevention Code"

In an effort to clarify language in the City Code, as it related to the permitting of fireworks sales, the Salisbury Fire Department is requesting a language change in Code 8.11.020(6). The change is shown in the Ordinance request in bold letters and struck through script. This language will allow the Code to better reflect the language as stated in the NFPA Life Safety Code and will reduce the risk of someone legally challenging the need for a permit, as required under the Code

Attachment(s):
[8.11 AMENDMENT](#)

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WHEREAS, the ongoing application, administration and enforcement of the Salisbury City Code illustrates the need for periodic review, evaluation and amendment; and

WHEREAS, the City of Salisbury desires amend Chapter 8.11.020, which sets forth the amendments to the State Fire Prevention Code, to grant the authority to issue permits for the wholesale and retail sale of ground-based sparkling devices to the City Fire Marshal.

Section 1. Chapter 8.11.020(6) of the Salisbury City Code be and is hereby amended by repealing the crossed-out language and adding the bolded and underlined language as follows:

- # 3

42 D) Underground mains serving sprinkler systems designed and
43 installed in accordance with NFPA 13D.

44 ii. This permit does not include the connection from the street main to a point
45 in the public sidewalk area covered by Title 13, Chapter 13.08, § 13.08.050
46 of this Code.

47 l. Fireworks displays;

48 m. To store, transport on site, dispense, use, or handle hazardous materials;

49 n. To perform any fire hydrant or fire pump water flow test; and

50 o. ~~To sell~~ **Wholesale and retail sale of** consumer fireworks- **and ground-based**
51 **sparkling devices.**

52
53 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
54 **SALISBURY, MARYLAND,** as follows:

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

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

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

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

65
66 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held
67 on this ___ day of _____, 2025, and thereafter, a statement of the substance of the Ordinance having
68 been published as required by law, was finally passed by the Council on the _____ day____,2025.
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71 **ATTEST:**

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75 _____
76 Julie A. English, City Clerk

75 _____
76 D'Shawn M. Doughty, President
77 Salisbury City Council

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79 APPROVED BY ME THIS ___ day of _____, 2025.
80

81
82 _____
83 Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Tom Stevenson, Acting City Administrator
From: Christine Chestnutt, HCDD, Housing & Homelessness Manager
Date: June 25, 2025
Subject: Community Needs Grant for Anne Street Village

The Housing and Community Development Department has received grant funding of \$500.00, through the Community Needs Grant to partially fund 24 vegetable container gardens at Anne Street Village. By investing in this project, we can not only improve immediate food access but also equip residents with tools to maintain long-term food stability and independence. The Housing and Community Development Department is requesting the \$500 received from the Community Foundation of the Eastern Shore be allocated for the Anne Street Village Garden Project.

It is requested to Increase Contribution Revenue 10530-456423-xxxxx by \$500, and Increase Operating Expenses 10530-546006-xxxxx by \$500.

Attachment(s):
[ASV Garden ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT A \$500 DONATION FROM THE COMMUNITY FOUNDATION OF THE EASTERN SHORE TO FUND A GARDEN PLANTING AT ANNE STREET VILLAGE.

WHEREAS, the City of Salisbury's Housing and Community Development Department is holding an Anne Street Village garden planting; and

WHEREAS, the Community Foundation of the Eastern Shore wishes to provide grant funds to help this program; and

WHEREAS, the donation of funds will be used to purchase vegetable and herb plants, to be placed in the large container gardens at Anne Street Village; and

WHEREAS, the appropriations necessary to execute the purpose of the aforementioned donation 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. The City of Salisbury's Special Revenue Fund be and hereby is amended as follows:

- 1) Increase Contribution Revenue 10530-456423-xxxxx by \$500.
- 2) Increase Operating Expenses 10530-546006-xxxxx by \$500.

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.

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 Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 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.

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

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

ATTEST:

Julie English, City Clerk

D'Shawn Doughty, City Council President

Approved by me, this _____ day of _____, 2025.

Randolph J. Taylor, Mayor

SUBRECIPIENT AGREEMENT
Between the
CITY OF SALISBURY, MARYLAND
and
MENTIS LOT 10, LLC

INFRASTRUCTURE DESIGN AND IMPROVEMENTS
FOR THE REDEVELOPMENT OF LOT 10

THIS SUBRECIPIENT AGREEMENT (the “**Agreement**”) is made this day of , **2025** by and between **Mentis Lot 10 LLC**, a business entity organized under the laws of the State of Maryland, whose principal place of business is located 31400 Winterplace Pkwy, Ste 400, Salisbury, MD 21801, its successors and assigns (hereinafter sometimes referred to as the “**Subrecipient**”) and the **City of Salisbury**, a body politic and corporate of the State of Maryland (hereinafter sometimes referred to as the “**City**” or the “**Grantee**”)(the Subrecipient and Grantee are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, the City is a previous owner of the property known as 111 Poplar Hill Avenue, Salisbury, Maryland, commonly known as “Lot 10” (the “**Property**” or “Lot 10”)); and

WHEREAS, on or about November 14, 2016, the City declared Lot 10 surplus property; and

WHEREAS, on or about August 10, 2021, the City published notice of the intended sale of Lot 10 and sought proposals from qualified buyers to purchase the property; and

WHEREAS, the City received three (3) proposals, one of which was later withdrawn; and

WHEREAS, the City, through an evaluation process, determined that Mentis Capital Partners, LLC’s proposal offered the highest and best value to the City, as its plan of constructing a mixed use development onsite contributed to the revitalization efforts in the downtown area; and

WHEREAS, Mentis Lot 10, LLC was formed as the purchasing entity, and on or about February 6, 2023, via Resolution 3212, the City entered into a contract to sell Lot 10 to Mentis Lot 10, LLC, which went to settlement on or about March 28, 2023, as reflected in the Deed of the same date, filed in the Land Records for Wicomico County, Maryland at Liber 5234, Folio 176; and

WHEREAS, the Lot 10 project would require significant infrastructure improvements to accommodate the redevelopment plans; and

WHEREAS, on or about November 6, 2023, the City of Salisbury applied to the Maryland Department of General Services (“**DGS**”) for a combination of Maryland Consolidated Capital Bond Loan funds and PAYGO funding (available through House Bill 200) in the amount of \$3,000,000 to design and improve infrastructure for all phases of the redevelopment of the Property into a mixed use development, including a hotel and conference center and rooftop restaurant (Phase I) with subsequent phases to include additional housing units, ground level retail, office space and parking garage, as more fully described in the City’s Application to DGS and Mentis Lot 10, LLC’s Site Plan and Renderings collectively attached hereto as **Exhibit A** (the “**Lot 10 Project**”);

WHEREAS, on or about November 6, 2023, the City of Salisbury submitted a second application to DGS for Maryland Consolidated Capital Bond Loan funds and PAYGO funding (available through HOOH01.03 Miscellaneous Grants, Supplemental Budget) in the amount of \$1,000,000 for the same purpose of designing and improving infrastructure for all phases of the Lot 10 Project; and

WHEREAS, in response to the City's requests for funding to design and improve infrastructure for all phases of the Lot 10 Project, on or about December 11, 2023, DGS issued PAYGO Funding Award letters awarding \$3,000,000 to the City from Acct. H0103/HB200/HB181 – 6/30/2024 and further awarding \$1,000,000 to the City from Acct. H0103/HB200/SB181 for the requested design and infrastructure improvements for the Lot 10 Project, expressly specifying that the grants were allocated to the City “for infrastructure improvements in the City of Salisbury in Wicomico County” (the “**PAYGO Grant Funds**”); and

WHEREAS, on or about December 5, 2023, the Mayor and Council affirmed that DGS allocated the PAYGO Grant Funds specifically to the Lot 10 Project, and via Ordinance 2839, accepted the PAYGO Grant Funds from DGS, subject to a subrecipient agreement with Mentis Lot 10, LLC as the subrecipient of the funding and the owner of Lot 10; and

WHEREAS, the Subrecipient has prepared an itemized list of design and infrastructure costs arising from the Lot 10 Project, as set forth on the attached **Exhibit B**, which the DGS Capital Grants & Loan office has confirmed are eligible design and infrastructure costs under DGS rules and guidelines; and

WHEREAS, the City has agreed to allocate the PAYGO Grant Funds to the aforementioned eligible costs of the Lot 10 Project pursuant to a disbursement schedule spread out over the length of the Lot 10 Project, which schedule is also set forth on **Exhibit B**; and

WHEREAS, the Parties hereto desire to set forth herein the express terms and conditions of the Subrecipient's use and application of the PAYGO Grant Funds.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. **Term.** This Agreement shall commence on the date herein above set forth and terminates July 1, 2026, or at such time as Subrecipient has completed the Project, whichever occurs first. This Agreement may be extended in writing by the parties upon such terms as may be mutually agreed.
2. **Scope of Work.** Grantee agrees to reimburse Subrecipient in an amount not to exceed Four Million Dollars (\$4,000,000) to implement the eligible activities at the Lot 10 Project, as pursuant to the disbursement schedule set forth on **Exhibit B**, attached hereto and incorporated as if fully set forth herein.
3. **Permits.** Subrecipient shall be responsible for obtaining all necessary permits that may be required for the Lot 10 Project, and shall pay all permit fees which are imposed on or with respect to the Lot 10 Project.
4. **Inspections.** Grantee and/or DGS, and their agents and employees, shall be allowed to inspect the Lot 10 Project at any time during the pendency of the Lot 10 Project and upon completion of the Lot 10 Project. Subrecipient to adhere to guidance from the State Construction Compliance Officer.
5. **Expenditure of Grant Funds.**

- a. All Grant Funds shall be expended, and reimbursement requests for those expenditures submitted, on or before **July 1, 2025**.
 - b. Subrecipient shall expend at least fifty percent (50%) of the Grant Funds for the Lot 10 Project by **December 31, 2024**.
 - c. Subrecipient must be in receipt of an Authorization to Proceed letter from the Grants Manager – City Finance Department **prior to submitting any request for reimbursement of Lot 10 Project costs**. The Authorization to Proceed shall be provided upon receipt of the required insurance endorsements and evidence of flood plain compliance as outlined in Paragraph 17 below.
6. **Reimbursement.** Grantee shall reimburse Subrecipient in an amount equal to the actual expenses incurred pursuant to the disbursement schedule set forth in **Exhibit B**, as certified to Grantee by Subrecipient using the FY25 PAYGO – Fund Request Form attached to this Agreement as **Exhibit C**. Subrecipient shall obtain sign off from the project inspector prior to submitting a reimbursement form to the grant administrator. Requests for reimbursement shall include (at a minimum) a copy of all the original invoices that have been paid, and a copy of the cancelled check or bank payment record for those payments. Additional documentation may be required by Grantee for clarification of Lot 10 Project expenditures.
7. **Procedure.** Grantee shall review the documentation of expenditures submitted by Subrecipient, and if deemed to be complete, the City shall release a payment of grant funds to Subrecipient.
8. **Records.** Subrecipient shall maintain accurate records and shall retain the originals of all invoices associated with the Lot 10 Project for review by the City of Salisbury and/or the State Department of General Services, as may be requested. Subrecipient shall maintain all records pertaining to the Lot 10 Project until **June 30, 2028**. Subrecipient shall permit Grantee and/or the State Department of General Services to perform program monitoring, evaluation, and audit activities as determined to be necessary, at the discretion of the Grantee and/or the State Department of General Services.
9. **Reporting.** Subrecipient shall provide information necessary for programmatic or financial reporting as requested by the State granting agency.
10. **Modifications to the Project.** Proposed modifications to the scope and/or activities to which the DSG Grant Funds will be applied shall be submitted to the City before implementing scope changes. Any modifications mutually agreed upon by Grantee and Subrecipient shall be incorporated into this Agreement by a written amendment, signed by both parties.
11. **Prohibited Activities.** Subrecipient agrees the Lot 10 Project shall not include or support the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors, or liquor stores.
12. **Safety Compliance.** Subrecipient shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances, and other applicable regulations. If required, a building permit must be obtained from the City of Salisbury – Department of Infrastructure & Development (at Subrecipient's expense).

13. **Environmental Certification and Indemnification: Lead Paint.** In connection with the ownership, lease, rehabilitation, construction, operation or demolition of real property or improvements thereon that are or may become part of the Lot 10 Project (collectively and individually, “**Property**”):
- a. Subrecipient represents, warrants, and covenants that, other than as disclosed to the Grantee in writing prior to the date hereof, there are no known hazardous materials located on the Property, that it will not cause or all any hazardous materials to be placed on the Property, that it will carry out the Lot 10 Project in compliance with all requirements imposed by any governmental authority with respect to hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable Federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.
 - b. Subrecipient shall indemnify and hold Grantee, its employees and agents harmless from all loss, liability, damage, costs and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys’ fees, for failure of the Property to comply in all respects with all environmental requirements. Subrecipient’s obligation to indemnify Grantee shall survive the term of this Agreement.
14. **Licensing.** Following the completion of the Lot 10 Project, Subrecipient shall ensure that all necessary approvals for the commencement of the activities that will take place in the Property have been obtained, including all applicable permits and licenses.
15. **Compliance with Local, State and Federal Laws and Regulations.** Subrecipient shall comply with all applicable federal, state, and local laws, rules and regulations. By way of example and not limitation, Subrecipient shall comply, at its expense, with all statutes and ordinances related to necessary permits, public assembly facilities, public events, and performances, including but not limited to those imposing taxes and license fees. Subrecipient warrants that it has secured all necessary intellectual property rights and/or licenses and agrees to indemnify and hold the City harmless from any and all claims, losses or expenses incurred with regard thereto.
16. **Nondiscrimination; Fair Practices Certification; Drug and Alcohol Free Workplace.**
- a. Subrecipient may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental disability, sexual orientation, or age in any aspect of its projects, programs or activities.
 - b. Subrecipient shall comply with applicable Federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, credit practices, and drug and alcohol free workplaces, including:
 - i. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - ii. Title VIII of the Civil Rights Act of 1968, as amended;
 - iii. State Government Article, Title 20, Annotated Code of Maryland, as amended;
 - iv. DHCD’s Minority Business Enterprise Program, as amended;

- v. The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;
- vi. The Fair Housing Amendments Act of 1988, as amended;
- vii. The Americans with Disabilities Act of 1990, as amended.

17. **Insurance.**

- a. Subrecipient shall determine whether the Lot 10 Project is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Lot 10 Project is located in a 100-year flood plain, Subrecipient shall maintain or cause to be maintained flood insurance coverage both during and after construction or rehabilitation, and if necessary, Subrecipient shall pay the expense of such insurance.
 - b. Subrecipient shall be responsible for hiring and executing an agreement with a general contractor who is licensed to operate in the State of Maryland. Subrecipient shall require the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to Grantee.
 - c. Insurance coverages shall be provided by a company that is registered with a Maryland Insurance Agency and authorized to transact business in the State. Subrecipient shall at its expense maintain insurance covering all of Subrecipient's actions, on a primary and non-contributory basis, subject to policy terms, conditions and exclusions, as follows: (a) Commercial General Liability Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$3,000,000.00 in the aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$3,000,000.00 in the aggregate; (c) Umbrella or Excess Liability coverage with a limit of no less than \$5,000,000.00 each occurrence/in the aggregate; and (d) where Subrecipient employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement. Prior to the beginning of the term, Subrecipient shall deliver to the City the original insurance policies required to be carried under this agreement bearing a notation by the insurer or its agent that the premium has been paid: at least thirty (30) days prior to the expiration of any policy term, Subrecipient shall deliver to the City renewal certificates of each policy bearing a notation that the renewal premium has been paid. AT LEAST SEVEN (7) DAYS PRIOR TO THE COMMENCEMENT OF THE PROJECT, SUBRECIPIENT SHALL FURNISH THE CITY WITH A CERTIFICATE OF INSURANCE EVIDENCING THE COVERAGE SET FORTH HEREIN, AND EXPRESSLY NAMING THE CITY AS AN ADDITIONAL INSURED THEREON. Failure to provide and continue in force such insurance as required above will be deemed a material breach of the agreement, will cause the SUBRECIPIENT to be in DEFAULT, and will operate as an immediate termination thereof.
18. **Waiver of Subrogation.** Subrecipient hereby releases Grantee, and its agents and employees, with respect to any claim, including but not limited to a claim for negligence, for damage or loss covered by Subrecipient's Commercial General Liability insurance, Automobile Liability insurance, Umbrella or Excess Liability Coverage and/or Workers Compensation Liability insurance, subject to the respective policy terms, conditions and exclusions.
19. **Default.** If the Subrecipient does not meet all terms and conditions, promises or covenants contained in this Agreement, then the Subrecipient shall be considered in default of this Agreement. The

Subrecipient agrees to cure said default within thirty (30) days after receipt of written notice of said default by Grantee, or said default will result in the termination of this Agreement.

20. **Remedies Upon Default.**

- (a) Upon the occurrence of any default, the City, in its sole discretion may determine to do one or more of the following:
 - (i) Require Subrecipient to repay the PAYGO Grant Funds, in whole or in part.
 - (ii) Withhold further payments under this Agreement.
 - (iii) Terminate this Agreement.
- (b) In addition to the rights and remedies contained in this Agreement, the City may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.

21. **Rights and Remedies, Generally.** Mention in this Agreement of any specific right or remedy shall not preclude Grantee from exercising any other right or remedy available at law or in equity; and the failure of Grantee to insist in any one or more instances upon a strict or prompt performance of any obligation of Subrecipient under this Agreement or to exercise any option, right or remedy herein contained or available at law or equity shall not be construed as a waiver or relinquishment thereof, unless expressly waived in writing by Grantee. If Grantee obtains a judgment against Subrecipient arising out of any default by Subrecipient under this Agreement, then Subrecipient shall pay Grantee all reasonable attorney's fees incurred by Grantee with respect to such default. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

22. **Notices.** All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Email is an acceptable form of written communication, except any request or notice of conduct deviating from the express terms of the within agreement must be provided by written notice provided by regular U.S. mail. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

SUBRECIPIENT:

Nick Simpson
MENTIS LOT 10 LLC
31400 Winterplace Pkwy, Ste 400 Salisbury, MD 21801

GRANTEE:

City Administrator
City of Salisbury
115 S Division Street
Salisbury, Maryland 21801

23. **Indemnification.** To the fullest extent permitted by law, Subrecipient shall indemnify and hold the City, its elected and appointed officials, employees, agents, volunteers and others working on behalf of the City, harmless from and against any and all loss, damage, liability, claims, suits, actions, taxes, interest, fines, penalties, costs and expenses (including attorney's and experts' fees and court costs), of every kind (including but not limited to injury to the property of others and injury or death of persons) and nature arising out of, resulting from, or in connection with:
- i. Subrecipient's activities pursuant to this Agreement, including, without limitation, any act or omission by Subrecipient's employees, agents, guests, and invitees;
 - ii. Any misrepresentation or breach by the Subrecipient of any representation or warranty contained in this agreement;
 - iii. Any non-performance, failure to comply or breach by Subrecipient of any covenant, promise or agreement contained in this agreement; and/or
 - iv. Any non-performance, failure to comply or breach by Subrecipient that causes the City and/or Subrecipient to not meet DGS eligibility requirements.

Subrecipient shall, at its own cost and expense, defend any such claims and any suits, actions, or proceedings which may be commenced as set forth in the foregoing paragraph, and Subrecipient shall pay any and all judgments which may be recovered in any suit, action or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred thereby.

24. **Risk of Loss.** Except as addressed elsewhere in this agreement, Subrecipient shall be responsible for its own acts and the results thereof. Subrecipient therefore assumes all risk and liability to itself, its agents, volunteers and employees, for the injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents, volunteers and employees under this Agreement, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts or acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own volunteers or employees, while operating pursuant to this Agreement.
25. **Governing State Law.** The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Maryland. Further, the laws of the State of Maryland shall govern all rights, obligations, remedies and liabilities arising pursuant to this Agreement. No claim or dispute from or relating to this Agreement shall be required to be submitted to or settled by any type of arbitration process. Any legal proceedings involving any such claim or dispute shall be brought in the appropriate court in the State of Maryland. Neither this Agreement, nor any portion of it, shall be construed against either Party because that Party or that Party's agent or attorney drafted it.
26. **Captions and Headings.** All captions and headings used herein are for the sake of convenience and shall not be used in any way to interpret or otherwise construe this Agreement.
27. **Binding Effect.** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

28. **Amendment.** This Agreement constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superseded by this Agreement. No amendment to this Agreement shall be binding unless in writing and signed by the parties.
29. **Severability.** The invalidity or unenforceability of any provision of this Assignment shall not affect or limit the validity and enforceability of the other provisions hereof. 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.
30. **Survival.** All covenants, agreements, representations and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the PAYGO Grant and shall continue in full force and effect until the Subrecipient has complied with all terms and conditions of any close-out or termination reports required by DGS.
31. **Recitals.** The Recitals, as set forth hereinabove, are incorporated by reference as if fully set forth herein.
32. **Assignment.** This Agreement may not be assigned without the prior written approval of the Grantee. Any assignment authorized by the City shall be subject to the terms of this Agreement.
33. **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 Subrecipient. 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, approved successors and/or approved assigns.
34. **Disposition of Property.** During the term of this Agreement, Subrecipient may not sell, lease, exchange, give away or otherwise transfer or dispose of any interest in real or personal property acquired or improved with DGS Grant Funds ("Grant-Funded Property") unless the City gives prior written consent. This includes transfer or disposition to an unapproved successor or the merger, dissolution, or other termination of the existence of Subrecipient. Subrecipient shall give the City written notice at least sixty (60) days before any proposed transfer or disposition. The City shall not unreasonably withhold consent to a transfer or disposition; however, the City may in its sole discretion require the Subrecipient to repay a percentage of the proceeds that are allocable to the DGS Grant Funds.
35. **Further Assurances and Corrective Instruments.** Subrecipient agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Grantee to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
36. **Delay Does Not Constitute Waiver.** No failure or delay of the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Grantee from exercising any right, power or remedy at any later time or times.

37. **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.
38. **Authority.** Any person or entity executing this Agreement on behalf of Subrecipient expressly warrants that such person or entity is duly authorized to execute this Agreement on behalf of Subrecipient for the purposes and on the terms set forth herein.
39. **Execution.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Agreement and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

WITNESS the hands and seals of the parties hereto, with the specific intention of creating a document under seal.

WITNESS:

MENTIS LOT 10, LLC
(Subrecipient)

By: _____ (SEAL)
Nick Simpson – Authorized Agent

ATTEST:

CITY OF SALISBURY, MARYLAND
(Grantee)

Julie English
City Clerk

By: _____ (SEAL)

Randolph J. Taylor, Mayor

_____ (SEAL)

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

DRAFT

EXHIBIT A

Capital Project PAYGO Funding General Information Form

(Submit a separate form for each award)



Name of Project

Lot 10 Redevelopment (House Bill 200)

Legislative District

37B

County

Wicomico

Year Authorized

2023

DGS Item # (For DGS use only)

PAYGO Amount (Show this amount only in State Funding Column on Page 2)

\$ 3,000,000

Legal Name of Recipient Organization

City of Salisbury, Maryland

Address of Recipient Organization

115 S. Division St. Salisbury, MD 21804

Project Title

Lot 10 Redevelopment

Estimated Project Schedule

Design Start 6/1/23

Design End 5/1/24

Construction Start 6/1/24

Construction End 3/1/26

Detailed Project Description and Scope (Include purpose and constructions details)

Design and improve infrastructure for all phases of the redevelopment plans at 111 Poplar Hill Ave. Phase 1 of the development will include a 110 room Hotel & Conference Center and a rooftop restaurant. Subsequent phases of the development will include additional housing units, ground level retail, and office space.

Have you created cash flow projections for this project?

If yes, please attach a copy of it in your email response. Yes ☐ No ☐

Recipient Interest in Real Property to be Improved with PAYGO Funding:

☐ Recipient organization is the sole owner.

☐ Recipient organization is a co-owner.

Co-owner name: _____

☐ Recipient does not own the property, but has a long-term lease.

Indicate term: years and provide a copy of lease: _____

☒ Recipient does not own or lease the project property.

Property owner name: Mentis Capital Partners LLC

	Total Estimated Project Budget		
	This	Other	Total
	State Funding	Funds	Cost
A. Construction Cost (Including Fixed Equipment)	1,357,419	29,656,900	30,014,319
B. Equipment & Furnishings Not Fixed (Attach a copy of the listing in your email response. It should include the cost of each item)	0	0	0
C. Architect/Engineer Fees	1,567,581	0	1,567,581
D. Land	75,000	0	75,000
E. Total	3,000,000	29,656,900	32,656,900

You are encouraged (but not required) to solicit minority, small and veteran-owned business participation. For further information on Maryland's socio-economic programs, please visit:

[Minority Business Enterprise Program](#)

[Small Business Reserve Program](#)

[Veteran-Owned Small Business Enterprise Program](#)

Will this project utilize these business(es) to provide construction, goods and/or services? Yes ☐ No ☐

Contact Person's Name

Nick Simpson

Email

nick@mentiscp.com

Phone (Office)

Phone (Cell)

410-627-4592

Name of Recipient Organization

City of Salisbury

Date

11/6/23



Authorized Representative (Sign)

Andy Kitzrow, City Administrator

Authorized Representative (Print Name & Title)

Capital Project PAYGO Funding General Information Form

(Submit a separate form for each award)



Name of Project

Lot 10 Redevelopment (HOOH01.03 Miscellaneous Grants, Supplemental Budget)

Legislative District

37B

County

Wicomico

Year Authorized

2023

DGS Item # (For DGS use only)

PAYGO Amount (Show this amount only in State Funding Column on Page 2)

\$ 1,000,000

Legal Name of Recipient Organization

City of Salisbury, Maryland

Address of Recipient Organization

115 S. Division St. Salisbury, MD 21804

Project Title

Lot 10 Redevelopment

Estimated Project Schedule

Design Start 6/1/23

Design End 5/1/24

Construction Start 6/1/24

Construction End 3/1/26

Detailed Project Description and Scope (Include purpose and constructions details)

Design and improve infrastructure for all phases of the redevelopment plans at 111 Poplar Hill Ave. Phase 1 of the development will include a 110 room Hotel & Conference Center and a rooftop restaurant. Subsequent phases of the development will include additional housing units, ground level retail, and office space.

Have you created cash flow projections for this project?

If yes, please attach a copy of it in your email response. Yes ☐ No ☐

Recipient Interest in Real Property to be Improved with PAYGO Funding:

☐ Recipient organization is the sole owner.

☐ Recipient organization is a co-owner.

Co-owner name: _____

☐ Recipient does not own the property, but has a long-term lease.

Indicate term: years and provide a copy of lease: _____

☒ Recipient does not own or lease the project property.

Property owner name: Mentis Capital Partners LLC

	Total Estimated Project Budget		
	This	Other	Total
	State Funding	Funds	Cost
A. Construction Cost (Including Fixed Equipment)	0	0	0
B. Equipment & Furnishings Not Fixed (Attach a copy of the listing in your email response. It should include the cost of each item)	0	0	0
C. Architect/Engineer Fees	1,000,000	0	1,000,000
D. Land	0	0	0
E. Total	1,000,000	0	1,000,000

You are encouraged (but not required) to solicit minority, small and veteran-owned business participation. For further information on Maryland's socio-economic programs, please visit:

[Minority Business Enterprise Program](#)

[Small Business Reserve Program](#)

[Veteran-Owned Small Business Enterprise Program](#)

Will this project utilize these business(es) to provide construction, goods and/or services? Yes ☐ No ☐

Contact Person's Name

Nick Simpson

Email

nick@mentiscp.com

Phone (Office)

Phone (Cell)

410-627-4592

Name of Recipient Organization

City of Salisbury

Date

11/6/23



Authorized Representative (Sign)

Andy Kitzrow, City Administrator

Authorized Representative (Print Name & Title)



MULTI USE DEVELOPMENT
SALISBURY, MD 21801

COVER
A-01
DESIGN
10/6/2023 3:41:34 PM

MULTI USE DEVELOPMENT

SALISBURY, MD 21801

LEVEL +8 SCALE: 1" = 50'-0"

25' 50' 100'

SCALE: 1" = 50'-0"

A-03

10/6/2023 3:57:52 PM
dcs
DESIGN

PLAZA LEVEL@ +8



MULTI USE DEVELOPMENT

SALISBURY, MD 21801

25' 50' 100'

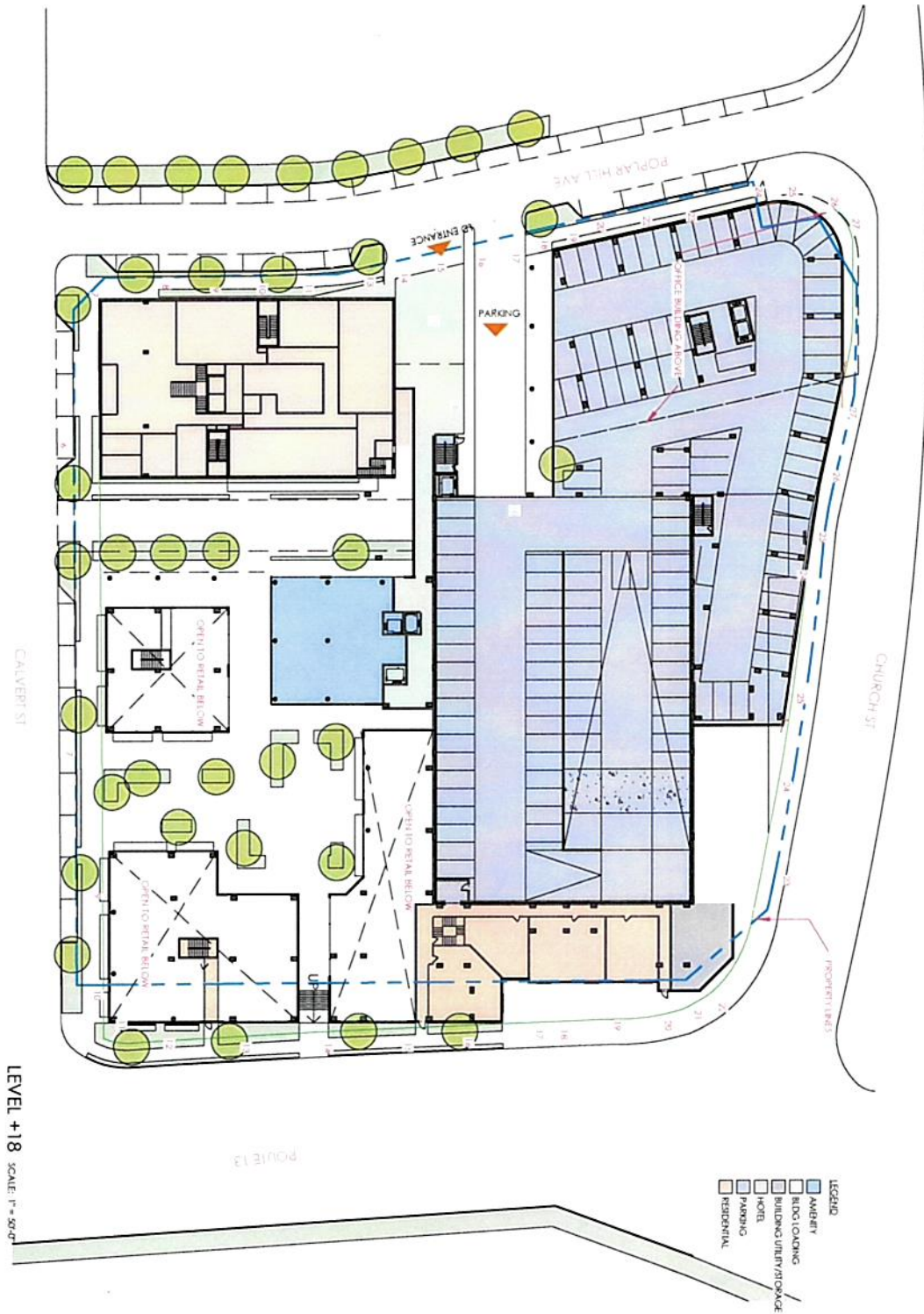
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A-04

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LEVEL +18

dcs
DESIGN



MULTI USE DEVELOPMENT

SALISBURY, MD 21801



SCALE: 1" = 50'-0"

A-05

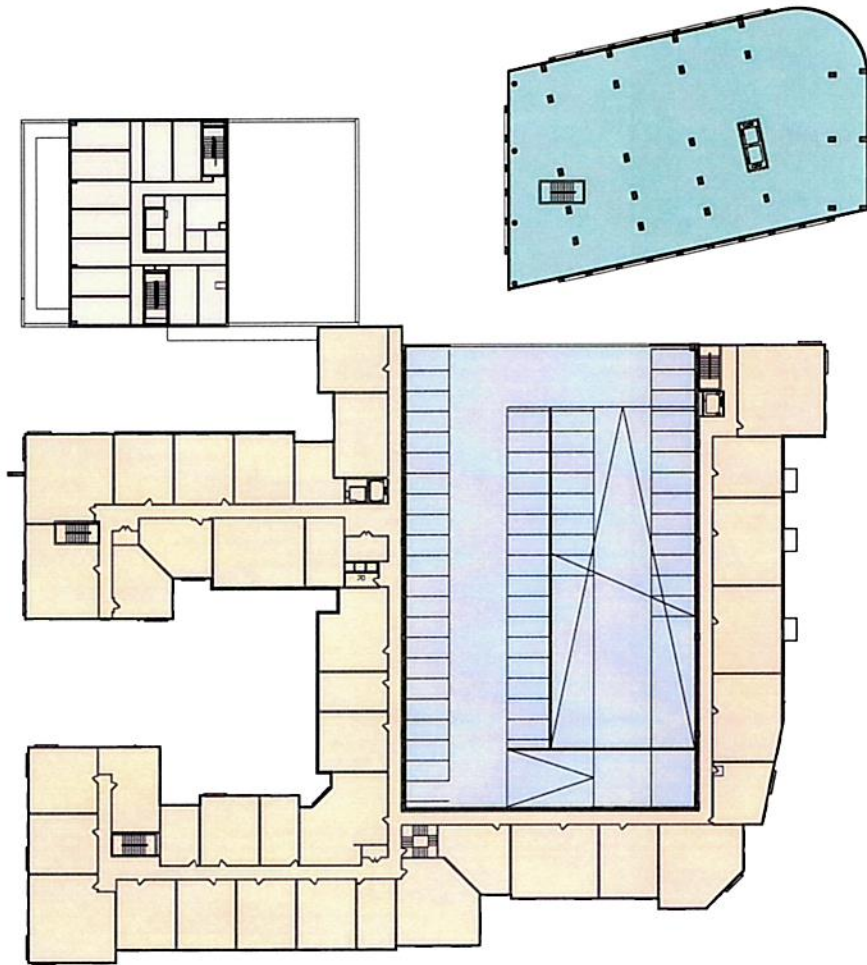
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DESIGN



MULTI USE DEVELOPMENT SALISBURY, MD 21801

TYPICAL LEVEL SCALE: 1" = 50'-0"



LEGEND
HOTEL
OFFICE
PARKING
RESIDENTIAL

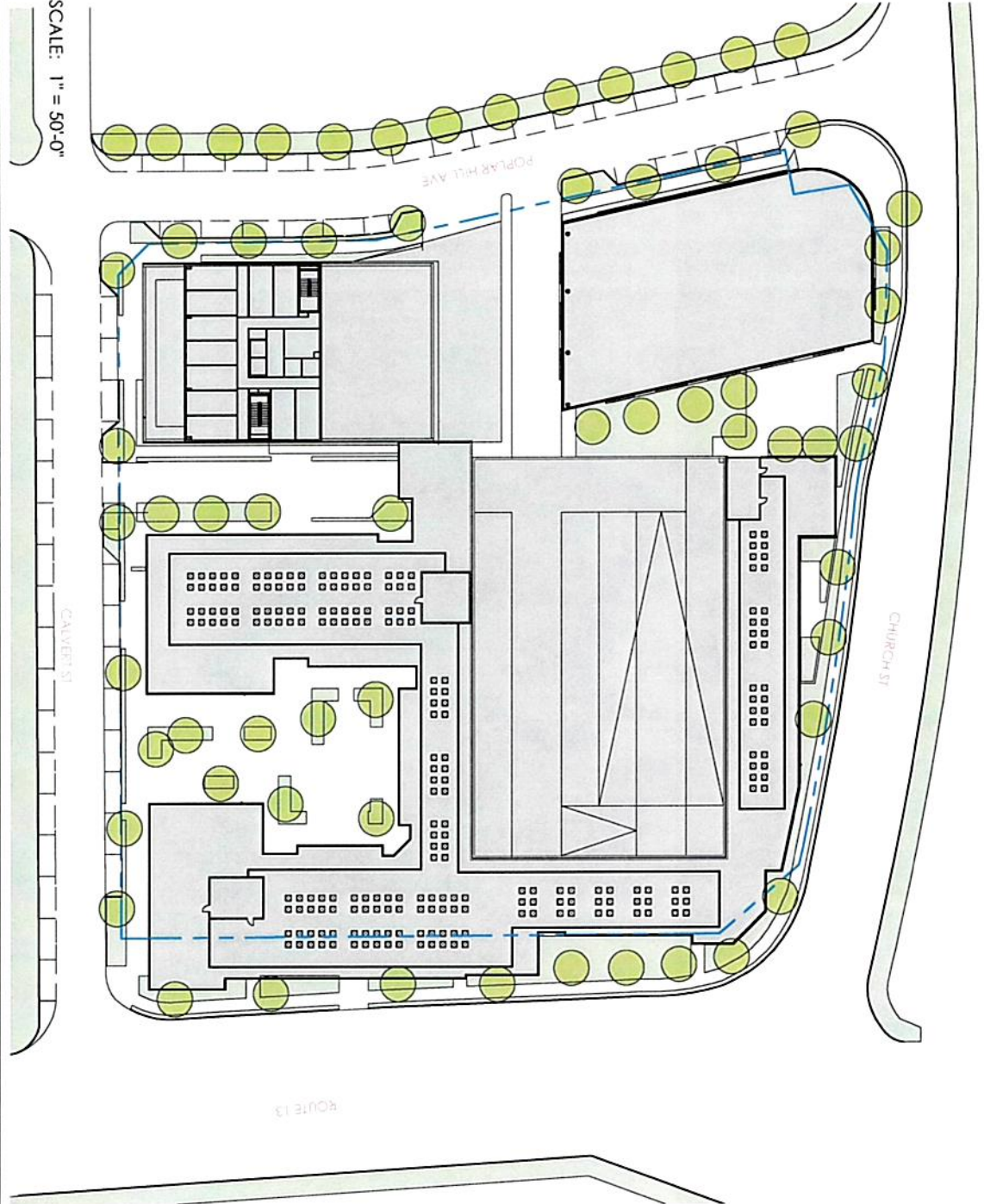


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MULTI USE DEVELOPMENT SAUSBURY, MD 21801

ROOF PLAN SCALE: 1" = 50'-0"



25' 50' 100' SCALE: 1" = 50'-0" A-07
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ROOF PLAN
dcs
DESIGN

MULTI USE DEVELOPMENT

SALISBURY, MD 21801

ELEVATIONS

SCALE: 1" = 50'-0"

A-11

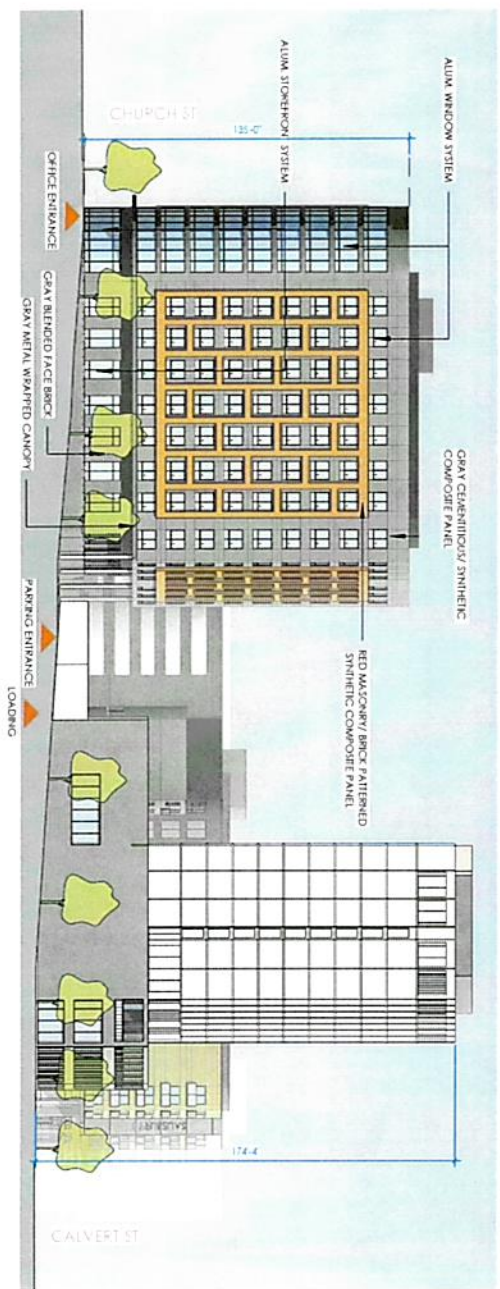
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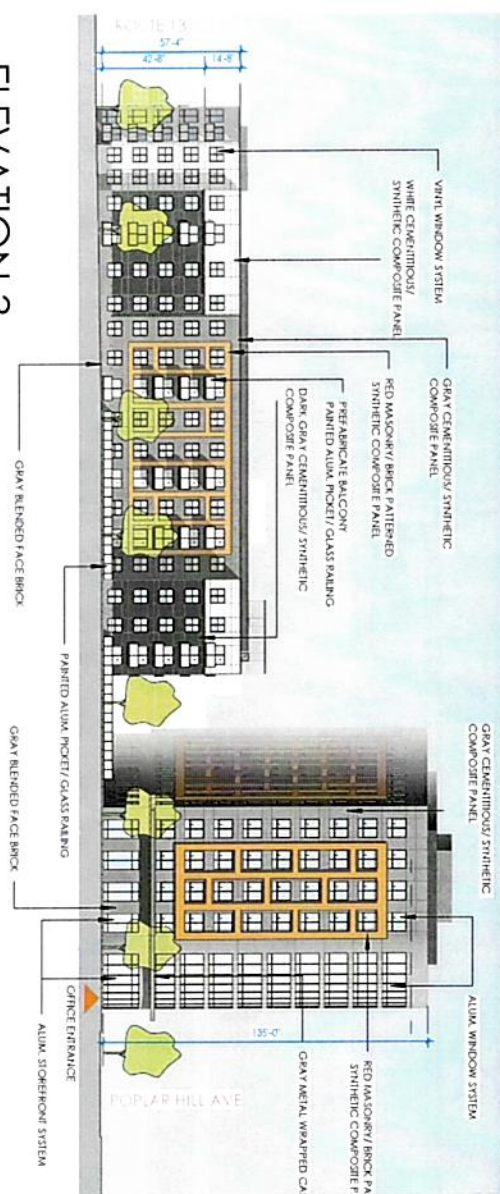
DESIGN



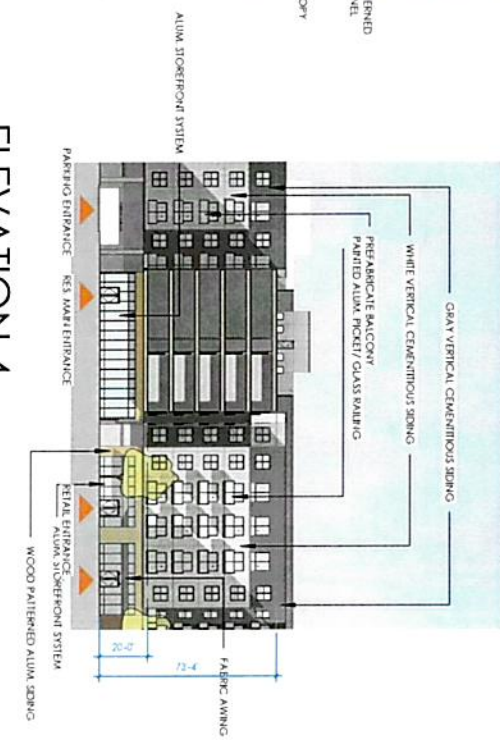
ELEVATION 5 SCALE: 1" = 50'-0"



ELEVATION 3 SCALE: 1" = 50'-0"



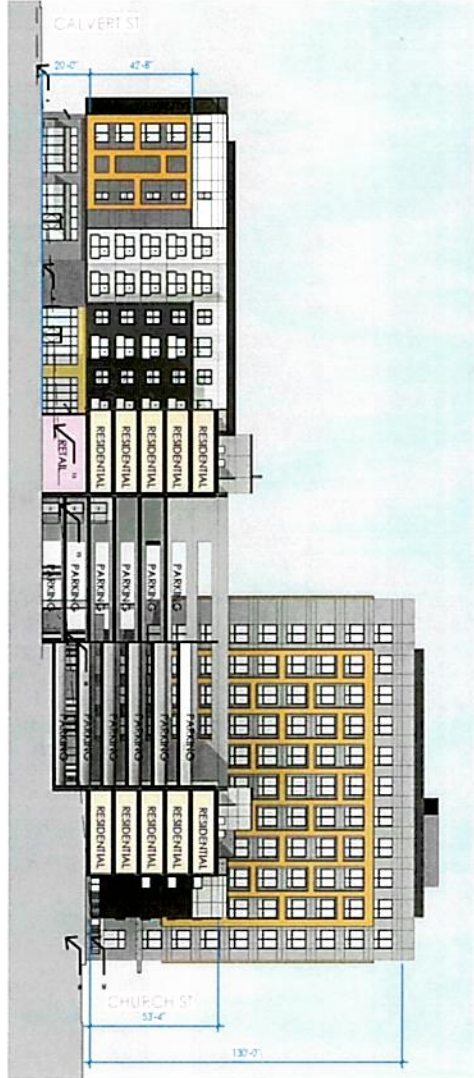
ELEVATION 4 SCALE: 1" = 50'-0"





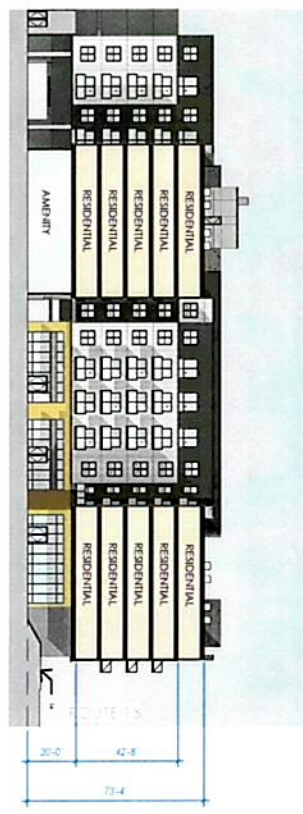
KEY PLAN

SECTION 1. SCALE: 1" = 50'-0"



25

SECTION 1 SCALE: 1" = 50'-0"



MULTI USE DEVELOPMENT
 SALISBURY, MD 21801

SCALE: 1" = 50'-0"
 25' 50' 100'

SECTIONS
 A-12





MULTI USE DEVELOPMENT
SALISBURY, MD 21801

FOR ILLUSTRATIVE PURPOSES ONLY



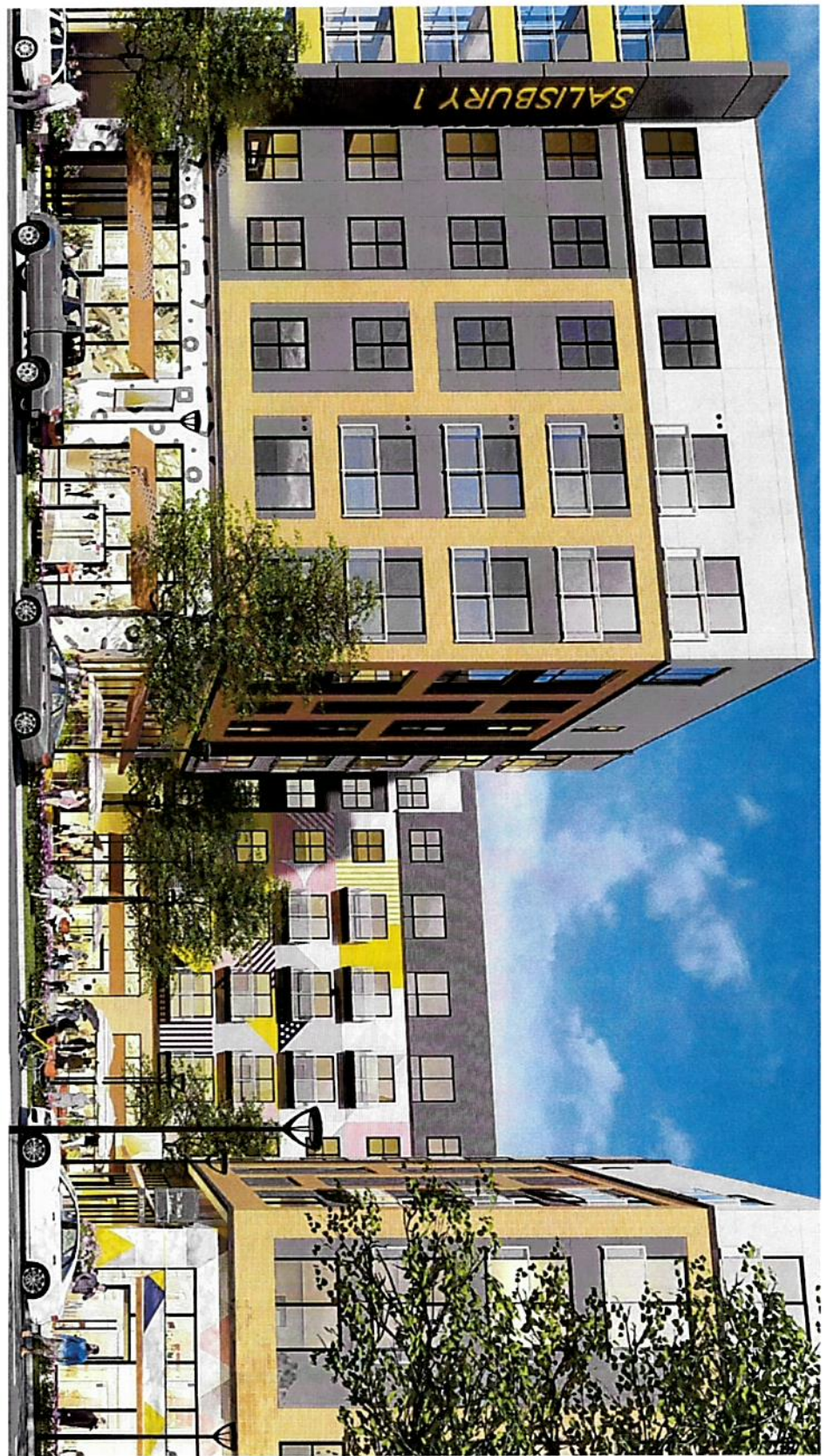
PERSPECTIVES



MULTI USE DEVELOPMENT
SALISBURY, MD 21801

FOR ILLUSTRATIVE PURPOSES ONLY

PERSPECTIVES
A-22
dcgs
DESIGN
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Disbursement Schedule

Draw Period 1 – Land Acquisition. After the conclusion of land acquisition, Developer can be reimbursed up to \$75,000 upon presentation of proof of payment.

Draw Period 2 – Site Pre-Development: Arch/Eng/Design. During this draw period, Developer can be reimbursed up to \$2,875,277 upon presentation of proof of payment, to be submitted on a quarterly basis.

Draw Period 3 – Construction. After the issuance of a Certificate of Occupancy for the Hotel and Conference Center, Developer can be reimbursed up to \$1,049,723 upon presentation of proof of payment.

Commented [HK1]: Or do we want to push it to a later phase, i.e., the additional housing units?

Lot 10 – Grant Funding Milestones

Department of General Services - Lot 10 Hotel and Conference Center Grant			
Use of Funds By Activity	Capital Amount \$4M Grant	Applicant's Contribution	Totals By Activity
Land Acquisition	\$75,000	\$5,072	\$80,072
Site Pre-Dev: Arch/Eng/Design	\$2,875,277	\$204,215	\$3,079,492
Construction Items	\$1,049,723	\$28,064,566	\$29,114,289
Furniture Fixtures & Equipment	\$0	\$990,000	\$990,000
Operations: Project Admin/ Soft Costs/ Permits/ Fees/ Interest Reserves/ Closing	\$0	\$1,343,508	\$1,343,508
Totals	\$4,000,000	\$30,607,361	\$34,607,361

Department of General Services - Lot 10 Hotel and Conference Center Grant			
Eligible and Non - Eligible Project Expenditures Cost Breakdown			
Project Expenditures	Eligible Project Expenditures	Non - Eligible Project Expenditures	Totals By Activity
Site Pre-Dev: Acquisition			
Land Purchase	\$75,000	\$5,072	\$80,072
Architectural/ Engineering Services			
Boundary & Topographic Survey	\$24,000		\$24,000
Geotechnical Survey	\$18,475		\$18,475
Traffic & Engineering Study / Consultation	\$29,250		\$29,250
Architectural/ Engineering/ Design Services	\$2,803,552		\$2,803,552
Lighting, Pool, Spa, Visualization, Food Service, Acoustics, Security		\$204,215	\$204,215
Construction Items			
Sitework, Grading, and Excavation	\$1,493,151		\$1,493,151
Electric vehicle charging stations (hotel requirement), termite protections, ground level signage, irrigation		\$384,780	\$384,780
Electrical service upgrade and transformers	\$87,500		\$87,500
Heating, Ventilating, and Airconditioning	\$857,555		\$857,555
Elevators	\$1,088,671		\$1,088,671
Fire and Life Safety - Sprinklers, Fire Pump, and Fire Alarm	\$280,000		\$280,000
Erecting, Installing, or Assembling a New Structure, & Rood System	\$6,774,500		\$6,774,500
New Construction - Drywall, Insulation, Painting, Caulking, Doors, Windows, Interior Signage, Trash Chute, Compactors, Plumbing, Electric,		\$18,148,132	\$18,148,132
Furniture Fixtures & Equipment		\$990,000	\$990,000
Operations: Project Admin/ Soft Costs/ Permits/ Fees/ Interest Reserves/ Closing Costs, Hotel Franchise Fees, Attorney Fees		\$1,343,508	\$1,343,508
Totals	\$13,531,654	\$21,075,707	\$34,607,361

EXHIBIT C

Exhibit C
FY24 PAYGO – FUNDING REQUEST FORM

Date: _____

To: (Insert Administrator Name)

FROM: Nick Simpson

Mentis Lot 10 LLC

31400 Winterplace Pkwy, Ste 400

Salisbury, MD 21801

Project Name: _____ **Reimbursement Request #** _____

In accordance with the Subrecipient Agreement made between Mentis Lot 10, LLC and the City of Salisbury, Maryland, for work to be completed at 111 Poplar Hill Avenue, Salisbury, MD, I hereby request reimbursement in the amount of \$ _____ from the total award amount of \$4,000,000.

I have attached copies of the documentation that support this reimbursement request as described in Paragraph 6 of the Subrecipient Agreement. I understand that Mentis Lot 10, LLC must retain the original supporting documentation in our files for monitoring by the City of Salisbury and Department of General Services, and for the annual financial audit.

If you have any questions concerning this reimbursement request please contact me at

_____.

Nick Simpson

The work associated with this payment request has been completed and meets all code requirements.

DID Project Manager

Date

SALISBURY PLANNING COMMISSION
RULES OF PROCEDURE

ARTICLE I
Name of Commission

The name of this organization shall be the Salisbury Planning Commission (“the Commission”).

ARTICLE II
Authorization

The authorization for the establishment of the Commission is set forth in the Land Use Article of the Annotated Code of Maryland.

ARTICLE III
Membership

Section 1. The Commission shall consist of seven (7) members. At least four members shall reside in the municipal boundaries of the City of Salisbury. The remaining members shall reside in the greater Salisbury area, which shall be defined as the municipal boundaries of the City of Salisbury and all designated growth areas included in the City of Salisbury Comprehensive Plan. Any member sitting on the Salisbury-Wicomico County Planning and Zoning Commission at the time of its dissolution shall be eligible for membership on the Commission.

Section 2. The term of each member shall be five (5) years, or until his or her successor takes office. All members shall be eligible for reappointment. The terms of the members of the Commission shall be staggered. If a vacancy occurs during the term of an appointed member, the vacancy shall be filled for the unexpired term.

Section 3. After providing a written statement of charges stating the grounds for removal and an opportunity for a public hearing to contest the charges, the Salisbury City Council may remove a member for:

- (i) incompetence;
- (ii) misconduct; or
- (iii) in the same manner as for a member of a State board or commission:
 1. Failure to attend meetings under § 8-501 of the State Government Article; or
 2. Conviction of a crime in accordance with § 8-502 of the State Government Article.

Section 4. The absence of any member from 3 consecutive meetings or his or her absence for more than 4 meetings within one calendar year shall constitute a resignation from the Commission. Any member who has resigned from the

Commission is eligible for reappointment, so long as all other eligibility requirements are satisfied.

Section 5. Each member of the Commission shall be entitled to one (1) vote.

Section 6. All members shall serve with such compensation as the local legislative body deems appropriate, if any.

ARTICLE IV Officers

Section 1. The Commission shall elect a chair and a vice-chair from the appointed members of the Commission and may create and fill such other offices as it deems appropriate.

Section 2. The term of the chair shall be for one (1) year. A chair or a vice-chair may be reelected.

Section 3. The chair shall preside at all meetings and hearings of the Commission, and the vice-chair shall act for the chair in his or her absence.

ARTICLE V Election of Officers

Section 1. At the regular meeting in September of each year, the Commission shall elect from its membership a chair and a vice-chair, and these elected persons shall take office at the regular meeting in September.

Section 2. A candidate receiving a majority vote of the entire membership of the Commission shall be declared elected and shall serve for one (1) year, or until his successor shall take office.

Section 3. Vacancies in office shall be filled by the adopted election procedure at the first regular meeting of the Commission following notification of the vacancy.

ARTICLE VI Standards of conduct

Section 1. No Commission member shall allow bias or prejudice to affect the ability to exercise fairness and reason in any proceeding before the Commission.

Section 2. No Commission member shall represent an applicant, appellant or

member of the general public before the Commission.

Section 3. A Commission member shall note on the record, before any proceeding before the Commission commences, or as soon as realized after a proceeding has commenced, that there is a conflict of interest or the appearance of a conflict of interest. If the Commission member believes, as a result, that they cannot make any decision related to the proceeding in a fair and impartial manner, they shall recuse themselves from participating in the proceeding.

ARTICLE VII

Meetings

Section 1. Regular meetings shall be held on the first _____ of each month at _____ p.m. or at such other time as deemed appropriate by the Commission.

Section 2. A quorum shall consist of four (4) members of the Commission. A motion on any matter before the Commission shall require affirmative votes of a majority of those present and voting. A tie vote by the Commission shall be interpreted as a defeat of the motion upon which the vote was taken.

Section 3. Special meetings may be called by the chair with concurrence of the majority of the Commission. It shall be the duty of the chair to call a special meeting when requested to do so by a majority of the Commission. The chair shall notify all members of the Commission three (3) days in advance of such special meeting. Special meetings shall be held at such times and places as determined by a majority of the members.

Section 4. All meetings of the Commission shall be open to the public, except that the Commission may hold closed sessions in accordance with the Maryland Open Meetings Act.

Section 5. The Commission shall record and keep minutes of its proceedings, which show the vote of each member upon each question, or, if a member is absent or fails to vote, the minutes shall indicate such fact. The Commission shall keep recordings of all proceedings, records of its examinations and other official actions, all of which shall be filed immediately in the office of the Commission and shall be a public record open to inspection during the hours of normal operation of the office. Copies of the minutes shall be made available to interested parties. A party who requests a copy of the recording or its transcript shall pay the cost of the recording or transcript.

ARTICLE VIII

Hearings

Section 1. In addition to those required by law, the Commission may hold public hearings when it finds that they will be in the public interest.

Section 2. Notice of the time and place of such hearings on matters of general public interest shall be published in accordance with applicable law.

Section 3. The matter before the Commission shall be presented in summary by a member of the staff, and parties of interest shall have the right to be heard. Any member of the public who speaks shall provide their name and address, state their interest in the application and identify any person or entity they represent and the basis of their representation and limit their comments to factors relevant to the specific application. The chair may limit the time allotment for public comment.

ARTICLE IX

Order of Business

Section 1. An agenda shall be prepared and shall be approved by the chair for all regular meetings. The agenda along with any supporting documents shall be sent to all Commission members by no later than the Friday preceding the regular _____ monthly meeting. Agendas for special meetings shall be prepared as deemed necessary by the Commission.

Section 2. The order of business, set forth on the agenda, shall be:

- a. Call to order
- b. Roll call
- c. Approval of the minutes of the previous meetings
- d. New business
- e. Other business
- f. Adjournment

ARTICLE X

Employees

The Commission may appoint the employees necessary for the performance of its functions. The Commission may also contract with planners, engineers, architects, and other consultants for services that the Commission requires.

ARTICLE XI
Amendments

These Rules of Procedure, and any part thereof, may be amended by the Commission.

ARTICLE XII
Appeals

Any applicant, appellant or interested person aggrieved by a decision of the Commission shall have the right to appeal that decision to the Circuit Court for Wicomico County. Any appeal shall be noted in the Circuit Court within 30 days of the Commission's decision.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING THE SALISBURY CITY CODE TO CREATE A NEW SALISBURY PLANNING COMMISSION, INDEPENDENT FROM THAT OF WICOMICO COUNTY.

WHEREAS, the ongoing application, administration and enforcement of the City Code of the City of Salisbury (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to keep the provisions of the code current, comply with present community standards and values, and promote the 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, pursuant to Resolution No. 162 (adopted on October 24, 1972), the City’s planning commission functions have been performed by the Salisbury-Wicomico County Planning and Zoning Commission, which is composed of members appointed by the City and other members appointed by Wicomico County and handles matters involving property and land use matters in the City and elsewhere in the County;

WHEREAS, after review and discussion the Mayor and City Council have concluded, based upon the substantial size and urban nature of the City, that to more efficiently serve the public interest the City should have a separate planning commission that is not part of the Salisbury-Wicomico County Planning and Zoning Commission;

WHEREAS, the Mayor and Council further find that the health, safety and general welfare of the citizens of the City will be furthered by amending the Salisbury City Code to create a Salisbury Planning Commission, which will allow the City to operate its own planning commission, apart from that of Wicomico County;

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

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that the Salisbury City Code is hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows:

Section 1. By amending the Salisbury City Code as follows:

Chapter 2.28 PLANNING AND ZONING COMMISSION

2.28.010 Commission created.

Effective September 1, 2025, a A municipal planning ~~and zoning~~ commission is created pursuant to the provisions of **the Land Use Article of the Annotated Code of Maryland Article 66B of the Annotated Code of Maryland** and all amendments thereto, ~~said Article~~ entitled “**Planning Commission Zoning and Planning**,” and said commission to hereafter be known as the “Salisbury Planning ~~and Zoning~~ Commission.”

2.28.020 Membership—~~Term.~~

A. The Salisbury planning ~~and zoning~~ commission shall consist of seven members, who shall be appointed by the mayor and confirmed by **a majority of** the council. All members shall

serve terms of five years or until a successor is appointed, and all members shall be eligible for reappointment. At least four members of the planning commission shall reside in the municipal boundaries of the City of Salisbury. The remaining members of the planning commission shall reside in the greater Salisbury area, which shall be defined as the municipal boundaries of the City of Salisbury and all designated growth areas included in the City of Salisbury Comprehensive Plan. Any member sitting on the Salisbury-Wicomico County Planning and Zoning Commission at the time of its dissolution shall be eligible for membership on the Salisbury planning commission.

- B. The Salisbury City Council may remove a member of the Salisbury planning commission in accordance with Md. Code Ann., Land Use § 2-102.**

2.28.030 Powers and duties.

The Salisbury planning ~~and zoning~~ commission shall have all the powers and duties to conduct planning, zoning and other activities as authorized and delegated by the provisions of the Land Use Article ~~66B~~ of the Annotated Code of Maryland as amended. The Planning Commission shall adopt rules to assist the Commission in carrying out its duties under this Code.

~~2.28.040 Participation in countywide planning program.~~

~~The Salisbury planning and zoning commission is authorized, after agreement between the mayor and city council and the Wicomico County Council, to participate in a countywide planning program under the applicable provisions of Article 66B of the Annotated Code of Maryland.~~

~~2.28.050 Continuation of powers.~~

~~The newly established Salisbury planning and zoning commission created by this chapter shall have all the powers granted heretofore to any former planning and zoning commission of the city.~~

2.28.060 Transfer of ~~powers and records.~~

From and after the creation of the Salisbury planning ~~and zoning~~ commission described in this chapter, all ~~powers and records of~~ any the former planning and zoning commission, where applicable, shall be transferred to and become a part of the official files of the newly established Salisbury planning ~~and zoning~~ commission.

~~2.28.070 Provisions of former commission to apply.~~

~~All provisions relating in any way to the former Salisbury planning and zoning commission contained in any code or ordinance of the city of Salisbury, Maryland, not inconsistent Article 66B of the Annotated Code of Maryland, shall apply to the newly established Salisbury planning and zoning commission.~~

16.08.010 General.

- A. The following words and phrases shall have, for the purpose of these regulations, the meanings as stated.

- B. For the purpose of these regulations, words and terms used herein shall be interpreted as follows:

1. Words used in the present tense shall include the future tense;
2. The singular includes the plural;
3. The word "person" includes a corporation, institution, partnership and association as well as the individual;
4. The word "lot" includes the word "plot" or "parcel";

- 87 5. The word "commission" and the words "planning ~~and zoning~~ commission" always
88 means the Salisbury planning ~~and zoning~~ commission;
- 89 6. The words "planning director" always mean the City Planner in the Department of
90 Infrastructure and Development or a duly designated representative;
- 91 7. The word "city" always means the city of Salisbury, Maryland.
- 92 8. The word "city engineer" means the director of infrastructure and development or
93 his duly designated representative.
- 94 C. Any word or term not defined herein shall be used with a meaning of standard usage as
95 found in Title 17, Zoning, of this code or Webster's Collegiate Dictionary.

96 **16.08.030 Subdivision control.**

97 It shall be unlawful for the owner of any land within the corporate limits of Salisbury, or any other
98 person, firm or corporation, to subdivide any lot, tract or parcel of land, or layout, construct, open
99 or dedicate for public use or travel, any street, road, sanitary sewer, storm sewer, drainage facilities,
100 or other facilities in connection therewith, or for the common use of occupants of buildings within
101 the subdivision, unless and until:

- 102 A. A plat of such subdivision is caused to be made in accordance with the regulations set forth
103 herein;
- 104 B. Approval is secured thereof from the city planning ~~and zoning~~ commission or director of
105 infrastructure and development as provided herein; and
- 106 C. The commission or director has caused copies of the plat to be recorded in the land records
107 of Wicomico County.

108 **16.08.040 Plat approval required.**

109 No plat of any major subdivision shall be recorded until it has been submitted to and approved by
110 the planning ~~and zoning~~ commission or director of infrastructure and development as provided
111 herein. The commission shall not approve the plat unless it is satisfied that the requirements of
112 these regulations have been complied with.

113 **16.36.010 Time limits for preliminary plats and final plats.**

- 114 A. The approval of the preliminary plat shall become null and void after one year from the
115 date of such approval by the commission unless a final plat based thereon is submitted
116 within that time or an extension of time is applied for by the subdivider and granted by the
117 planning commission.
- 118 B. If a final plat is submitted for only a portion of the area approved on the preliminary plat,
119 the subdivider shall have five years from the date of preliminary plat approval by the
120 commission within which to present a final plat or plats including the entire area as shown
121 on the preliminary plat. All such plats shall be in substantial conformance with the
122 approved preliminary plat, covering that area or areas on the preliminary plat not already
123 recorded.
- 124 C. All final subdivision plats approved by the Salisbury planning ~~and zoning~~ commission as
125 hereinbefore provided must be recorded within three years of the planning ~~and zoning~~
126 commission's final approval. If the subdivision plat is not recorded within three years from
127 the date of its final approval by the planning commission, it shall become null and void and
128 it must be resubmitted for reconsideration as a preliminary plat.

D. Extension Requests. All requests for an extension of time for a preliminary plat or final plat shall be made to the planning commission in writing, prior to the expiration of the period prescribed. An extension of time may be granted by the commission, but not exceeding a total of two years unless approval has been delayed by governmental approval.

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.

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 Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 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.

Section 5. This Ordinance shall take effect on September 1, 2025.

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

ATTEST:

Julie A. English, City Clerk

**D'Shawn M. Doughty, President
Salisbury City Council**

APPROVED BY ME THIS _____ DAY OF _____, 2025:

Randolph J. Taylor, Mayor