



CITY OF SALISBURY

115 S. Division Street, Salisbury, MD 21801

WORK SESSION

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

Monday, September 22, 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

RESOLUTION

- Annexation Zoning for N. Schumaker Dr.
- Schumaker Landing Annexation

ORDINANCE

- Ordinance - Burton Street Closure
Ordinance for the abandonment of a portion of a road known as Burton Street located east of Delaware Avenue.
- Correction to Ordinance No. 2883 – Budget Amendment for Truitt Street Community Center Expansion
Ordinance to correct Ordinance No. 2883, approving a budget amendment to the city's general capital project fund to provide additional funds for the Truitt Street Community Center expansion.
- Ordinance - Burton Street Closure
Ordinance for the abandonment of a portion of a road known as Burton Street located east of Delaware Avenue.

COUNCIL DISCUSSION

- Council Representatives - Boards and Commissions
- Immigration and Nationality Act - 287g Program
- Lot 10 Subrecipient Agreement

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>



Memo

To: Tom Stevenson
From: Zachary White
Date: May 30, 2025
Subject: Annexation Zoning for N. Schumaker Dr.

Camden Development, LLC is requesting annexation of a 12.465-acre parcel on North Schumaker Drive (Tax Map 48, Parcel 417) into the City of Salisbury, along with an adjacent roadway and portion of waterway for a total of 12.870 acres. This annexation was previously introduced at a Council work session on June 16th, 2025.

The property is currently zoned R-20 Residential in Wicomico County. A conceptual site plan proposes 60 townhome units, with the petitioner requesting for the R8-A zoning classification. On August 21, 2025 the annexation was brought before the Salisbury-Wicomico Planning commission for a zoning recommendation. This process of receiving a zoning recommendation is not required by state law, however it is included in the City's annexation process.

During that meeting, DID staff presented that the applicant's proposed R8-A zoning would be inconsistent with the City's 2010 Comprehensive Plan due to the annexation area being within land designated for low-density development; low density development being defined in the plan as 4-5 units per acre. While the potential development as depicted of 60 townhomes would equate to 4.81 units per acre (within range), there is no guarantee that the final development will be consistent with the proposal. R8-A zoning would open the door for apartments to be developed, which are allowed at a density of 10 units per acre which would double the density designated in the City's adopted Comprehensive Plan. If R8-A zoning were approved by the Council there would be no way for City staff or the Planning Commission to prevent an apartment development at 10 units per acre from being built at the site.

Staff recommended R10-S zoning in its Planning Commission report in an effort to maintain the consistency with the plan and with the single-family development directly to the west, while also endeavoring to allow more housing to be built than R10 zoning would allow. R10-S prohibits townhome and apartment development; however, it does allow single family cluster development. Cluster development means that the single family homes allowed to be built on the land could be built on smaller lots than the zoning would typically allow, while dedicating the reduced parcel areas towards open space. In the case of this site, utilizing cluster development could allow the developer to build roughly 54 single family homes, only 10% less than the developer suggested it was seeking to build. It would also allow homes to be built in a way they kept them separate from a large utility easement for overhead power lines that runs through the site.

The Planning Commission ultimately recommended R10-A zoning, which slightly decreases the allowed density compared to R8-A, but still allows significantly denser development than the Comprehensive Plan calls for. The R10-A district allows for townhome development at 6 units per

acre (for a maximum total of approximately 74 units) and apartment development at 8 units per acre (for a maximum total of approximately 99 units).
Staff requests Council's recommendation of which zoning to assign to the parcel before staff moves forward with having an annexation resolution drafted.

Attachment(s):

[N. Schumaker Dr. - Narrative.pdf](#)
[N. Schumaker Dr. - Concept Development Plan.pdf](#)
[N. Schumaker Dr. - Boundary Survey.pdf](#)
[N. Schumaker Dr. - Annexation Plat.pdf](#)
[N. Schumaker Dr. - Petition for Annexation.pdf](#)
[Attachment 4 - Aerial.jpg](#)
[Attachment 5 - Zoning.jpg](#)
[Attachment 6 - Growth Area.jpg](#)
[Attachment 8 - Letter Defending R8A Zoning.pdf](#)
[Attachment 9 - N. Schumaker Dr - Zoning Decision Letter.pdf](#)

■ ■ ■ ■

ARCHITECTS
ENGINEERS

206 WEST MAIN STREET
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PH: 800.789.4462
salisbury@gmbnet.com

SALISBURY
BALTIMORE
SEAFORD
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■ ■ ■ ■

JAMES H. WILLEY, JR., P.E.
CHARLES M. O'DONNELL, III, P.E.
A. REGGIE MARINER, JR., P.E.
JAMES C. HOAGESON, P.E.
STEPHEN L. MARSH, P.E.
DAVID A. VANDERBEEK, P.E.
ROLAND E. HOLLAND, P.E.
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VINCENT A. LUCIANI, P.E.
AUTUMN J. BURNS
CHRISTOPHER J. PFEIFER, P.E.
BENJAMIN K. HEARN, P.E.

May 16, 2025

Department of Infrastructure & Development
City of Salisbury
125 N. Division Street, Room 304
Salisbury, Maryland 21801

Attn: Mr. Zack White
Associate Planner I

Re: Petition for Annexation
North Schumaker Drive
Map: 0048, Grid: 006, Parcel: 0417

Dear Mr. White:

On behalf of the developer, Camden Development, LLC., we are seeking the annexation of a 12.465-acre parcel located on North Schumaker Drive into the limits of the City of Salisbury. The property is currently adjacent to the city limits of Salisbury located at Tax Map 48, Parcel 417. The total annexation area as shown on the attached annexation plat entitled "Lands of Nicholas Fenzel – Annexation Plat" is 12.771 Acres which includes the parcel and roadway.

The current zoning of the property in Wicomico County is R-20 Residential. We are requesting the parcel be annexed into the City of Salisbury and zoned R-8A Residential. There are multiple parcels currently zoned R-8A on North Schumaker Drive. Most notably the Stone Gate Community which is approximately 2,000 feet west of this property.

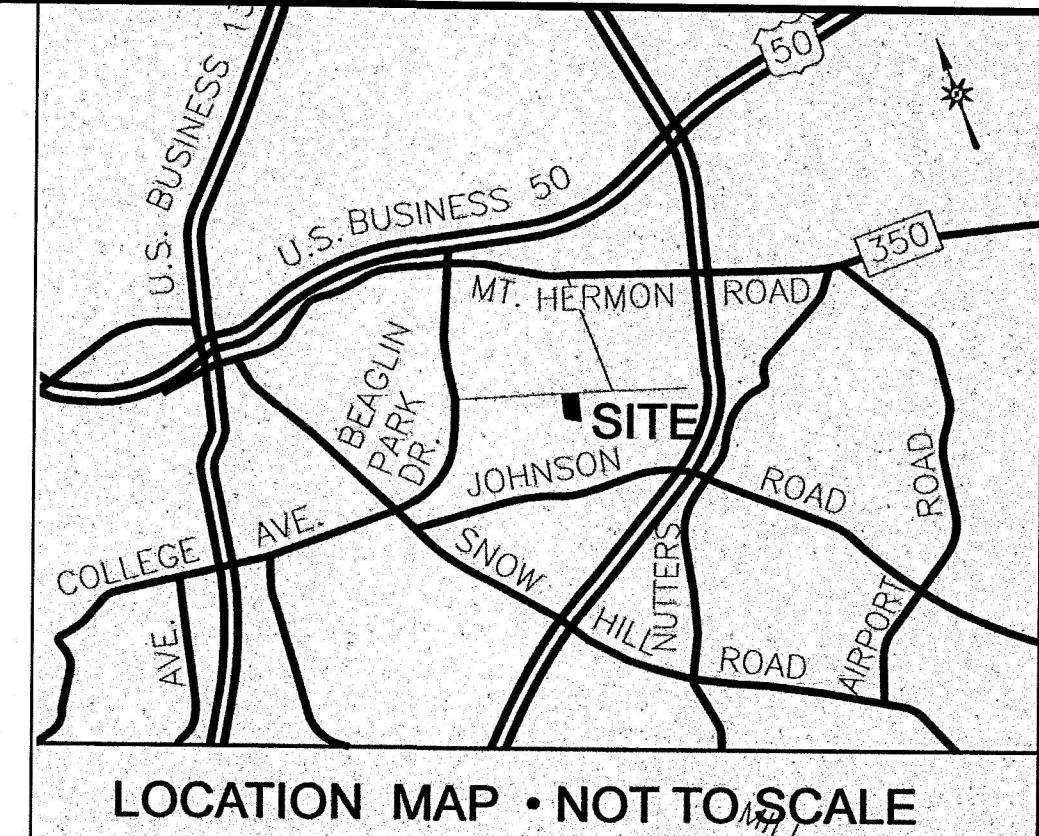
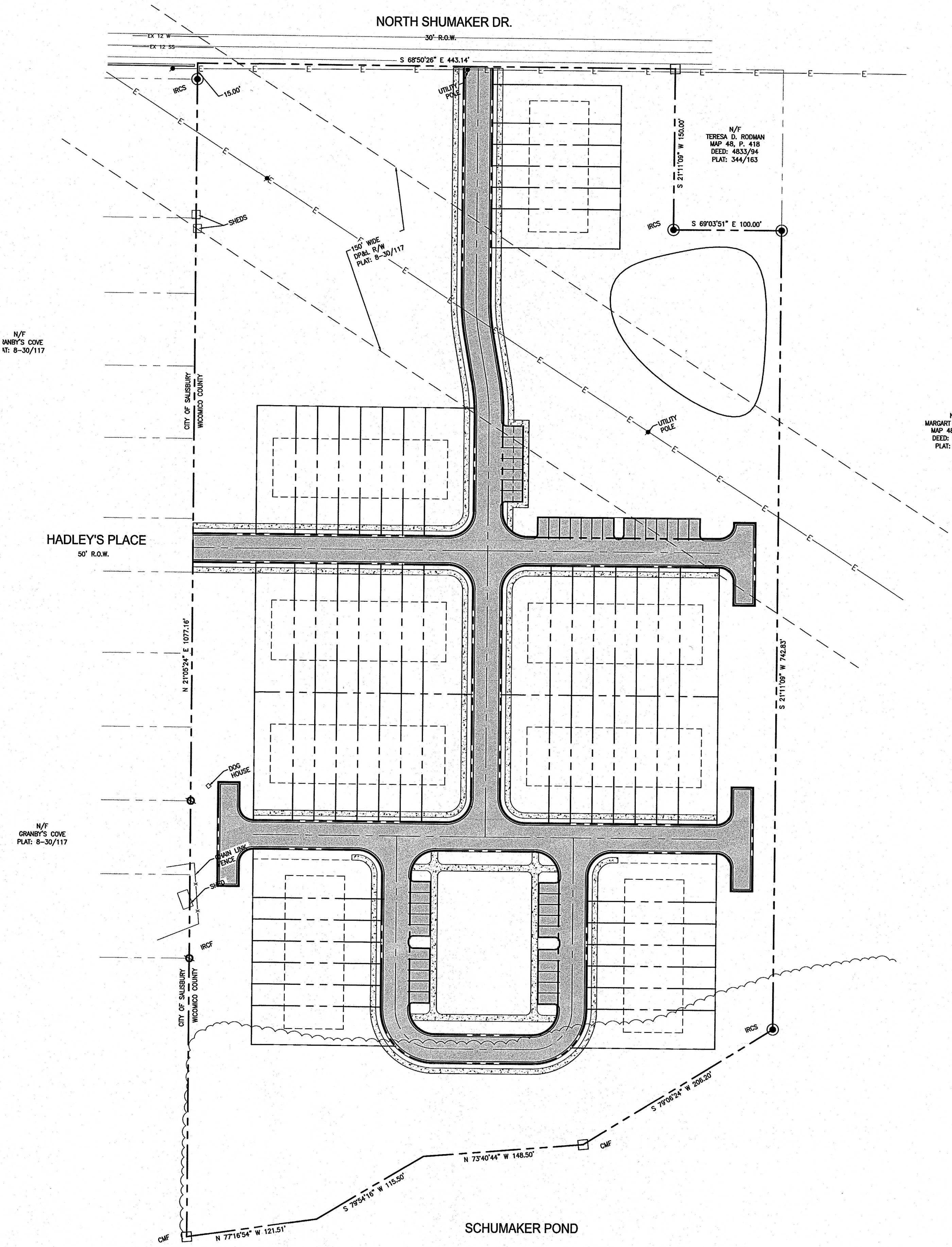
A conceptual site plan has been developed and is attached to this submittal showing 60 townhome units which would be permitted by a zoning of R-8A. Annexation of this property would allow for access to city water and sewer, supporting the development of this property for new housing with the City of Salisbury limits.

Thank you for your time and attention to this matter. Please feel free to contact me with any questions or comments.

Sincerely,



Christopher J. Pfeifer, P.E.
Vice President/Site Sustainable Group Leader



LEGEND

PROPERTY LINE	---
EASEMENT LINE	- - -
SETBACK LINE	---
R.O.W. LINE	---
SIDEWALK HATCH	

SITE DATA

TAX MAP:	48
PARCEL:	417
DEED REFERENCE:	5048/216
TOTAL SITE AREA:	±12.465 ACRES
OPEN SPACE PROVIDED:	±5.91 ACRES (49%)
EXISTING IMPERVIOUS:	±0 ACRES
PROPOSED IMPERVIOUS:	±3.66 ACRES
LOTS EXISTING:	1
LOTS ALLOWED:	99 (8 UNITS/ACRE)
LOTS PROPOSED:	60
PROPOSED DENSITY:	4.96/ACRE
PARKING REQUIRED:	120
PARKING PROVIDED:	161
SEWER/WATER USAGE:	60 EDUs @ 250 GPD/EDU = 15,000 GPD
EXISTING ZONING:	R-20 (WICOMICO COUNTY)
EXISTING USE:	AGRICULTURAL
PROPOSED ZONING:	GENERAL RESIDENTIAL R-8A (CITY OF SALISBURY)
PROPOSED USE:	RESIDENTIAL DEVELOPMENT
BUILDING SETBACKS:	
FRONT:	35'
SIDE:	15'
REAR:	30'
FLOOD ZONE:	SPECIAL FLOOD HAZARD ZONE AE (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). AND A PER FIRM MAP 24045C0256E, DATED AUGUST 17, 2015.

CONTACTS

OWNER/DEVELOPER:	CAMDEN DEVELOPMENT, LLC 1323 MT. HERMON ROAD SALISBURY, MD 21804 CONTACT: BRYAN LLOYD
CIVIL:	GEORGE, MILES & BUHR, LLC 206 WEST MAIN STREET SALISBURY, MARYLAND 21801 CONTACT: CHRISTOPHER J. PFEIFER, P.E. PHONE 410-742-3115

ENGINEER'S CERTIFICATION:

SIGNED & SEALED BY A REGISTERED PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT OR LAND SURVEYOR REGISTERED IN MARYLAND. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 56492, EXPIRATION DATE: 9/29/2026.

GEORGE, MILES & BUHR, LLC. _____ DATE _____
CHRISTOPHER J. PFEIFER P.E.

OWNERS CERTIFICATION:

I CERTIFY THAT THIS IMPROVEMENTS CONSTRUCTION PLAN IS SUBMITTED WITH MY FULL KNOWLEDGE AND CONSENT AND IS IN ACCORDANCE WITH MY DESIRES AS OWNER.

BRYAN LLOYD _____ DATE _____

PRINTS ISSUED FOR:
DRAWINGS STAGE

DATE	
REVISIONS	
NO.	

GNB

GEORGE, MILES & BUHR, LLC
ARCHITECTS & ENGINEERS
SALISBURY, BALTIMORE • SEAFORD
206 WEST MAIN STREET
SALISBURY, MARYLAND 21801
410-742-3115
www.gmbnet.com

SCHUMAKER COMMONS
WICOMICO COUNTY, MARYLAND

CONCEPT
DEVELOPMENT
PLAN

SCALE : 1" = 60'	SHEET NO.
DESIGN BY : KK	CP
DRAWN BY : DJW	
CHECKED BY : CJP	
GMB FILE :	
DATE : 5/7/25	

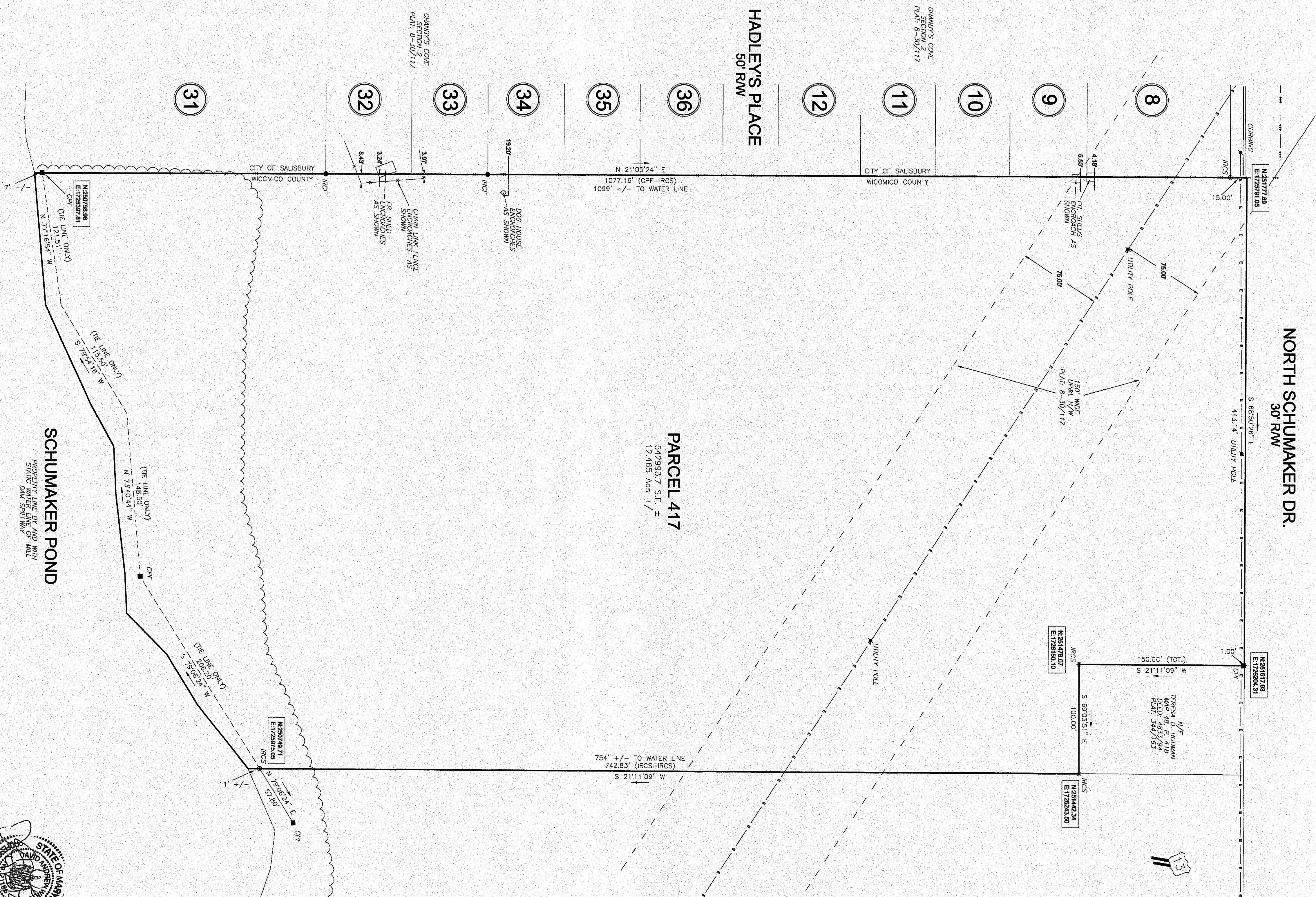
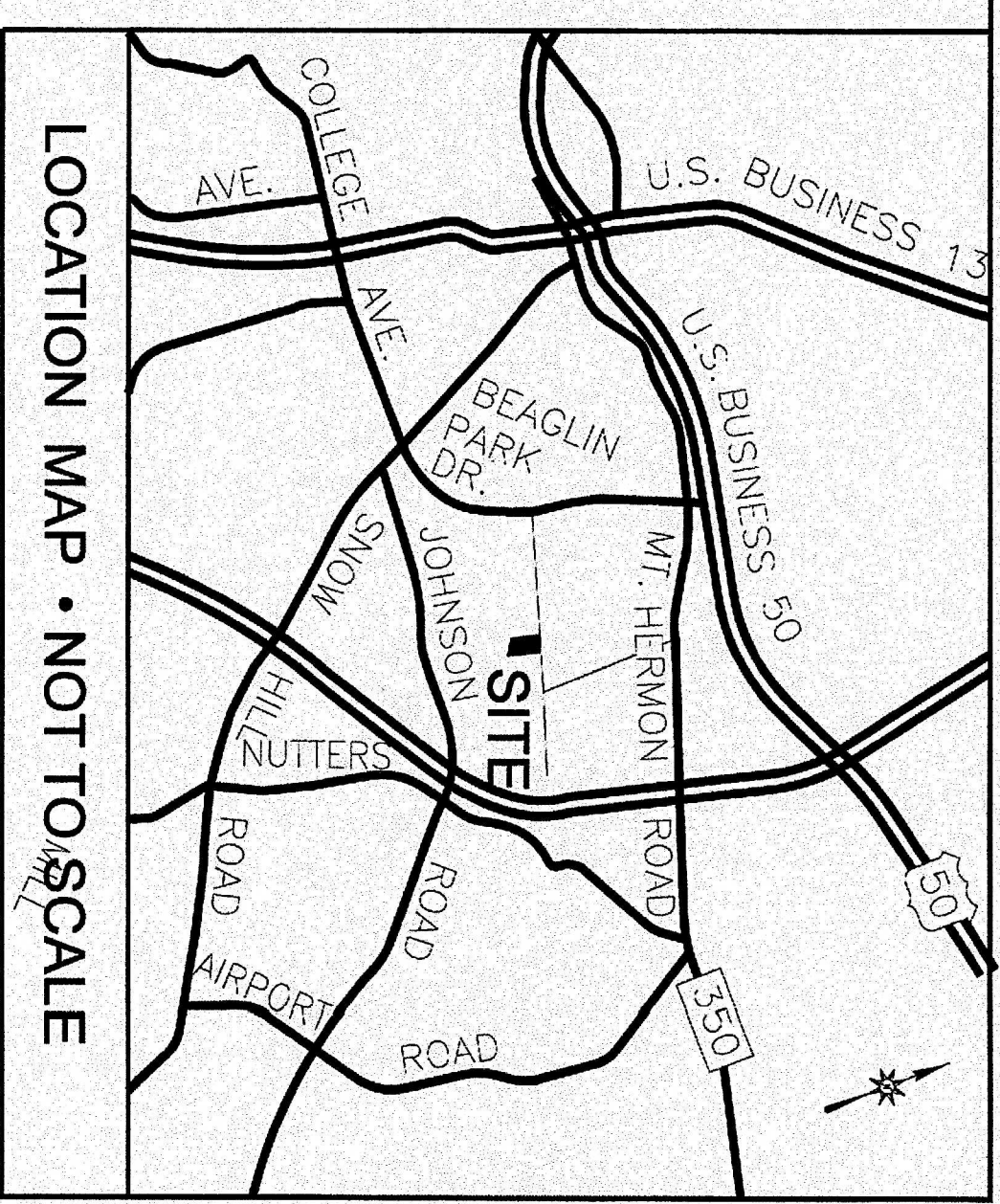
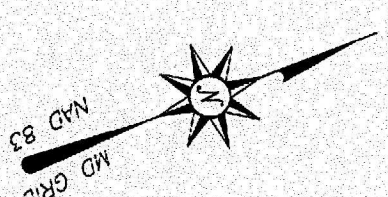
© COPYRIGHT 2025 GEORGE, MILES & BUHR, LLC

GENERAL NOTES

1. WICOMICO COUNTY TAX MAP 48, P. 417
2. ZONED: R-20 RESIDENTIAL
3. DEED REF: 5408/216
4. PLAT REF: 473/81
5. FIFTH ELECTION DISTRICT
6. FLOOD ZONE 'X' AND 'AE' AROUND POND

LEGEND

- IRCS
 ■ CPF
 ● IRCT
- 6
 — 11
- IRON ROD WITH CAP SET
 CONCRETE POST FOUND
 IRON ROD WITH CAP FOUND
 OVERHEAD UTILITY LINE
 CORPORATE LIMIT LINE
 WOODS LINE



LANDS OF
NICHOLAS FENZEL

BOUNDARY SURVEY

SCALE

1" = 50'

DATE

4/1/2025

REKNSD

SURVACTD

DWV

JOB NO

117 SCHUMAKER

DRWN

DWV

FIELD BOOK Y

PAGE X

CAD FILE

144

SITLI 1

01 1

WILKINS-NOBLE LLC

LAND SURVEYING

11729 CHURCH ST.

PRINCES ANNE, MD 21853

410-621-0321

410-621-0320(FAX)

GENERAL NOTES

1. WICOMICO COUNTY TAX MAP 48, P. 417
2. ZONED: R-20 RESIDENTIAL
3. DEED REF: 5408/216
4. PLAT REF: 473/81
5. FIFTH ELECTION DISTRICT
6. FLOOD ZONE 'X' AND 'AE' AROUND POND

● IRCS
 ■ CPF
 ● MCT

— E —
 — ** —
 — ** —

IRON ROD WITH CAP SET
 CONCRETE POST FOUND
 IRON ROD WITH CAP FOUND
 OVERHEAD UTILITY LINE
 EX. CORPORATE LIMIT LINE
 PROP. CORPORATE LIMIT LINE
 WOODS LINE



No Title Report Furnished.

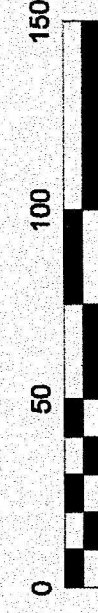
Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land use regulations, and any other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

DAVID ANDREW WILKINS, LIC. #P1186, EXPIRATION DATE 01-04-2026, EITHER PERSONALLY PREPARED THIS BOUNDARY SURVEY OR WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED IN IT, ALL IN COMPLIANCE WITH REQUIREMENTS SET FORTH IN REGULATION 12 OF CUMAR 9, SUBTITLE 13, CHAPTER 09, 13.06.

ANNEXATION PLAT

WILKINS-NOBLE LLC

LAND SURVEYING
11729 CHURCH ST. 410-621-0321
PRINCESS ANNE MD 21853 410-621-0320(FAX)



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) # 417

Map # 48

SIGNATURE (S)

Signature



Printed

Bryan Lloyd

5/20/25
Date

Signature

Printed

Signature

Printed

Signature

Printed







ARCHITECTS
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CHRISTOPHER J. PFIFER, P.E.
BENJAMIN K. HEARN, P.E.

August 1, 2025

City of Salisbury
Department of Infrastructure & Development
125 N. Division Street, #202
Salisbury, Maryland 21801

Attn: Zachary White

Re: N. Schumaker Drive Annexation
Wicomico County, MD
GMB # 240260

Dear Zachary,

Please accept this letter as a justification regarding the requested R-8A zoning for the annexation of the 12.465-acre parcel into the City of Salisbury limits. The parcel is located on North Schumaker Drive, directly adjacent to the Granby's Cove Subdivision and approximately 2,000 ft from the entrance of the Stone Gate Community. There are various zoning classifications currently included within this stretch of Schumaker Drive in the City of Salisbury limits, including R-5A, R-8, R-8A, and R-10. Within these zoning classifications, there are several different uses, including single-family residential, multi-family residential, and apartment.

As indicated in the review comments, this area is part of the City of Salisbury's Growth area and intended to be low-density residential. Chapter 11 of the 2010 City of Salisbury Comprehensive Plan defines the different types of land uses indicated throughout the comprehensive plan. Page 12 of this chapter defines low-density residential as 4-5 units per acre. While the requested R-8A zoning has an allowable density of 8 units per acre for townhomes, this site is unique in that it has an encumbrance in the form of a 150-foot Delmarva Power Right-of-Way, which limits the full development potential. The proposed concept plan provided with this submission includes 60 townhome units on the 12.465-acre parcel, which equates to a proposed density of 4.81 units per acre, in line with the low-density residential count.

The excerpt below is from the Low-Density Residential section of Chapter 11 of the Comprehensive Plan.

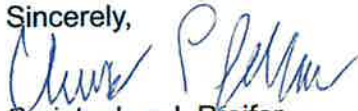
"Within the future growth areas, the majority of land designated for Low-Density Residential uses are directed toward the periphery of the proposed growth areas to function as a transition area between the urbanized areas of the existing City and the less intensive growth areas of the County. These fringe areas are proposed to be developed at no less than four dwelling units per acre; include a variety/mix of housing styles; and clustering of development is to be encouraged in an effort to maintain open space."

Due to the unique nature of this site related to the Delmarva Power Right-of-Way, the use of townhomes is essential to achieve development at no less than four dwelling units per acre as outlined in the above excerpt. Single-family lots with the required side yard setbacks would not be able to achieve the 4 units per acre density when accounting for the Delmarva Power Right-of-Way. In this case, the zoning request is a function of the allowable housing type within the zoning district rather than the maximum density. The R-8 zoning district, which is limited to single-family, has an allowable density of 5.45 units per acre. This is a higher density than what is proposed in this concept development plan.

One of the objectives outlined in the 2010 comprehensive plan is to *"support the expansion of affordable housing opportunities for first-time homebuyers."* Beginning in 2024, the city started the process of updating the comprehensive plan. The November 2024 survey performed asked respondents, "Which of the following are important to you for future housing needs?". The most popular answer was to increase housing opportunities for low-income, moderate-income, and fixed-income people. The requested zoning and use of townhomes would allow this site to fulfill these goals.

Thank you for your attention to this matter. Let me know if you have any questions or would like further information.

Sincerely,



Christopher J. Preifer
Vice President/ Senior Project Manager



City of Salisbury

August 22, 2025

George, Miles & Buhr, INC.
206 West Main Street
Salisbury, MD 21801
Attn: Christopher Pfeifer

**RE: ZONING RECOMMENDATION FOR ANNEXATION – N.Schumaker Drive
Annexation – N. Schumaker Drive – Wicomico County R-20 Residential – M-0048,
G-0006, P-0417 - (Z.White)**

Dear Mr.Pfeifer:

The Salisbury-Wicomico Planning Commission at its August 21, 2025 meeting, recommended the **R10-A** zoning district for the proposed annexation of the property known as “Lands of Nicholas Fenzel” located on N.Schumaker Drive.

If you have any questions or concerns regarding this matter, please call our office at 410-548-3170.

Sincerely,

Zack White
Associate Planner



City of Salisbury

Memo

To: Tom Stevenson
From: Zachary White
Date: September 12, 2025
Subject: Schumaker Landing Annexation

Schumaker Landing Management, LLC is requesting the annexation of Parcel #184 located along the northerly right-of-way line of Schumaker Drive, approximately 1,700 feet west of Beaglin Park Drive, as identified on Wicomico County Tax Map #38 and the attached annexation plat. The total annexation area is 7.58 acres and consists entirely of the parcel's land.

The development proposal is for five three-story apartment buildings with a total of 132 dwelling units for a density of 17.4 units per acre. The plan provided also shows a small dog park and tot lot.

The property is currently zoned R-8 Residential in Wicomico County, and upon annexation the petitioner requests a zoning designation of Planned Residential Development (PRD) in order to achieve a maximum of density of 20 units per acre. The City's most dense district is R5-A which allows 12 units per acre, generally.

The petitioner has met with City staff to discuss whether a PRD is appropriate and to discuss other options, as staff believes the development proposed is not consistent with the definition of PRD as written in the code. Section 17.122.010 of the code states that the purpose of a PRD is to provide the maximum choice in type of living environment and living accommodations by encouraging a variety of housing styles, open space and recreation areas. A PRD should also preserve the natural environment and be flexible enough to respond to market demands. This PRD as proposed does not appear to effectively meet these terms and staff feels that the applicant should either seek out an existing residential zoning or else propose significantly more elements that would lead to a PRD more consistent with the code's intention. Staff looks forward to continuing to work with the applicant if it wishes to continue to move forward with the annexation.

Authorization has been granted by the property owners to pursue annexation, and all required fees and documentation will be provided.

Attachment(s):

[Schumaker Landing - Petition for Annexation.pdf](#)

[Schumaker Landing - Narrative.pdf](#)

[Schumaker Landing - Site Plan.pdf](#)

[Schumaker Landing - Annexation Plat.pdf](#)

[Schumaker Landing - Aerial View.pdf](#)

[Ordinance - PRD Draft.pdf](#)

[Schumaker Landing - Code Reference.pdf](#)

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) # 0184

Map # 0038
(See attached SDAT Sheet)

SIGNATURE (S)

Signature By: Schumaker Land Management LLC

Printed Bradley J. Gillis, Authorized Representative

2/25/25
Date

Signature _____

Date

Printed _____

Signature _____

Date

Printed _____

Signature _____

Date

Printed _____



528 RIVERSIDE DRIVE
SALISBURY, MD 21801
PHONE: 410-749-1023
FAX: 410-749-1012
WWW.PARKERANDASSOCIATES.ORG

LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING • FORESTRY SERVICES

May 27, 2025

Les Sherrill, Prof. LS
City surveyor
Department of Infrastructure
City of Salisbury
125 N. Division St.
Salisbury, MD 21801

**RE: Petition for Annexation
Parcel 184, Schumaker Drive**

Dear Les,

On behalf of the developer/owner, Schumaker Landing Management, LLC, I hereby am requesting annexation of a parcel of land located along the northerly right of way line of Schumaker Drive, approximately 1,700' West of its intersection with Beaglin Park Drive. The parcel of land is more particularly identified as Parcel # 184, as shown on Wicomico County Tax Map #38. This parcel of land is further described/shown on the attached annexation plat. In total, the parcel of land currently encompass approximately 7.58 ac, and we are respectfully petitioning for annexation of the entire property.

The present zoning of the property is R-8 Residential (Wicomico County). In order maintain the zoning consistency as well as support the proposed development, we are respectfully requesting that, upon annexation, the City of Salisbury and further zoning classification of "PRD", as reflected on the attached draft zoning text.

The proposed development of the site is intended to be in substantial conformance with the attached annexation site plan. The current proposal is to construct a traditional three-story garden apartment project. This project contains five total buildings. In total, this project is slated to provide a total of 132 total dwelling units. We feel as though this is a perfect area for this development, considering the neighboring developments are very similar to that which we propose on this parcel. The site plan indicates a traditional garden apartments project with private water, sewer, and roads. This proposed development is consistent with development on the

adjacent properties and in the neighborhood in general. The site plan indicates a self-contained community with significant open space and other community amenities.

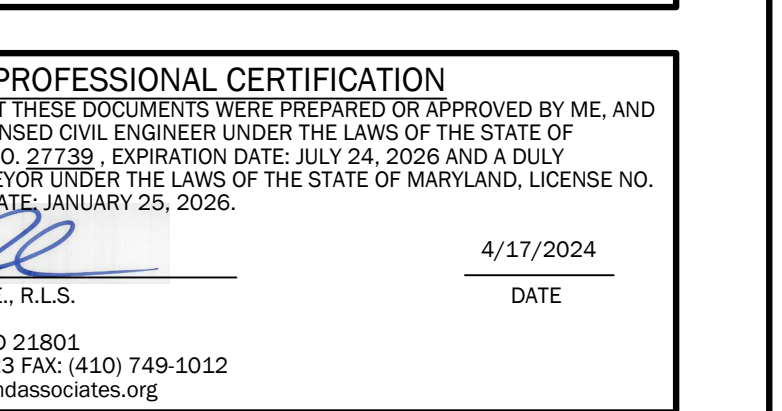
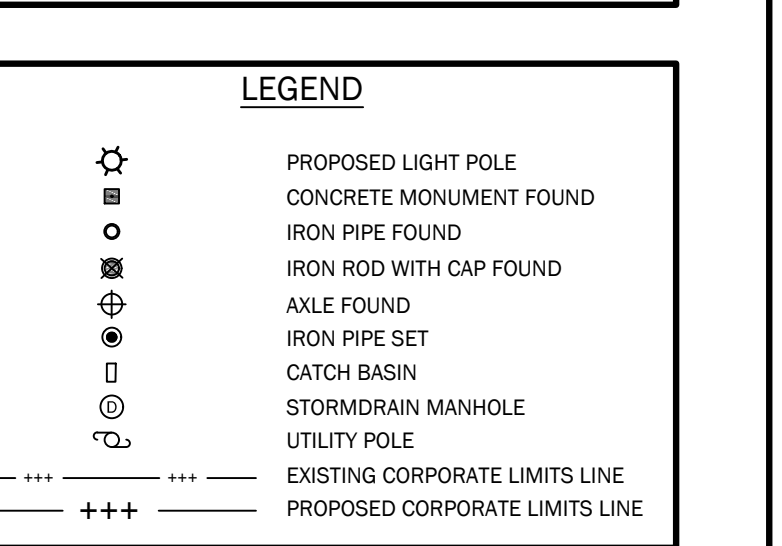
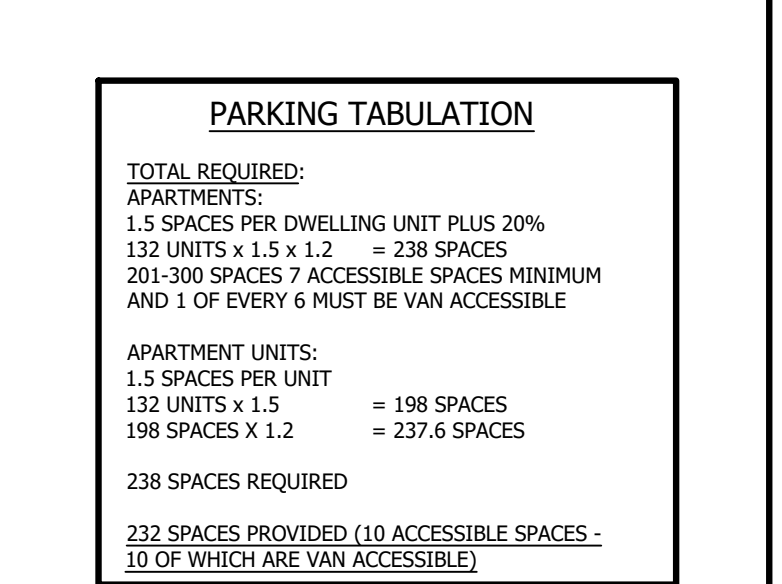
Please be aware that I have been authorized by the property owners to make this request and will provide any fees or signatures you deem necessary to commence/continue this process.

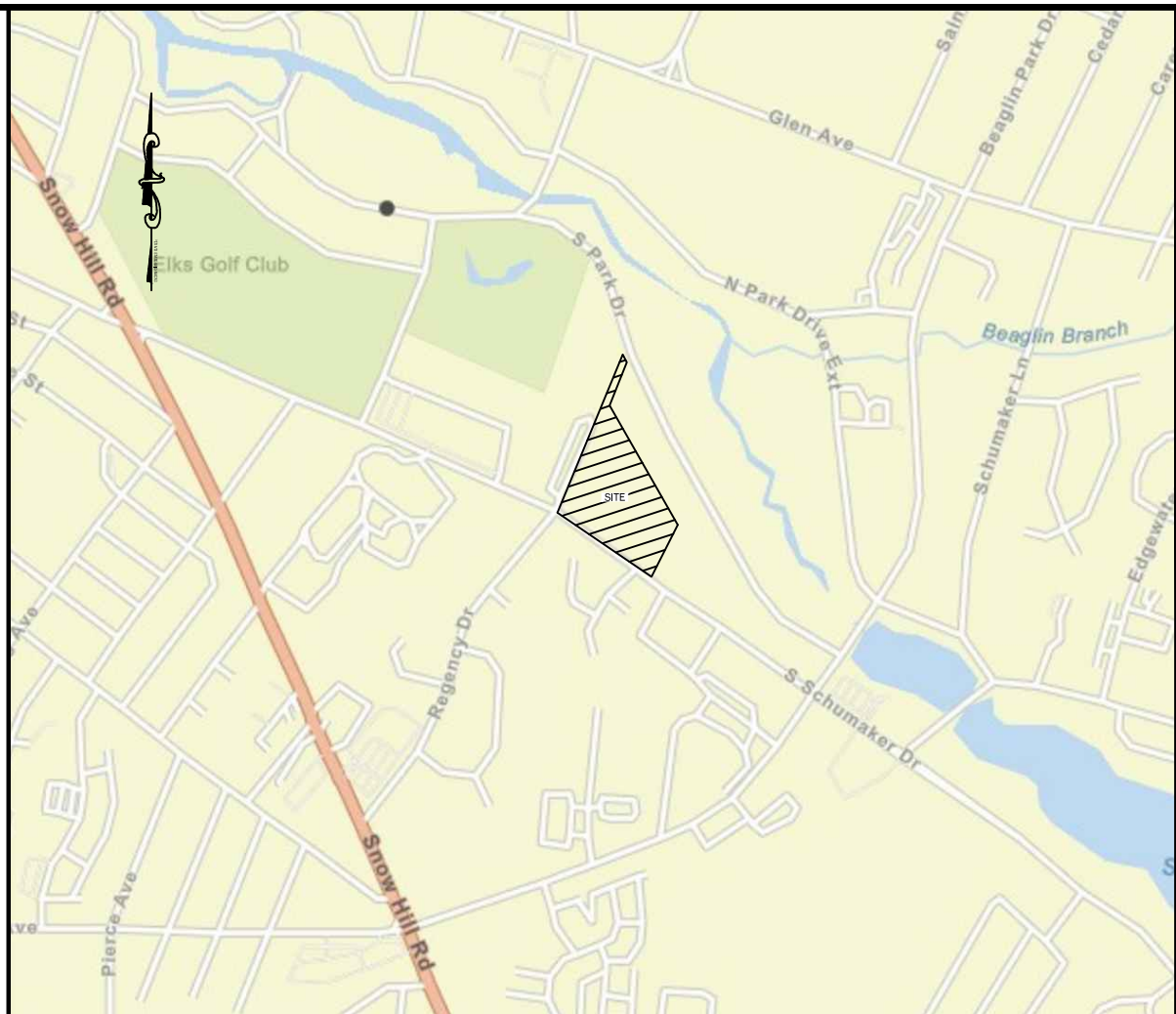
Thank you for your time and consideration with this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'BEP', is written above a solid horizontal line.

Brock E. Parker, PE, RLS
Parker and Associates, Inc



[illegible]

PARCEL 184
330,180.16 SQ.FT.
7.58 ± ACRES

<u>LEGEND</u>	
■	CONCRETE MONUMENT FOUND
○	IRON PIPE FOUND
⊗	IRON ROD WITH CAP FOUND
⊕	AXLE FOUND
⊙	IRON PIPE SET
□	CATCH BASIN
⊙	STORMDRAIN MANHOLE
⌋	UTILITY POLE
— + + —	EXISTING CORPORATE LIMITS LINE
— + + + —	PROPOSED CORPORATE LIMITS LINE

GENERAL NOTES

1. PROPERTY SHOWN HEREON IS CURRENTLY OWNED BY:
SCHUMAKER LANDING MANAGEMENT LLC
150 W MARKET STREET
SALISBURY, MD 21801
2. DEED REFERENCE: 4022/170
3. PLAT REFERENCE: 1031/383
4. TOTAL NUMBER OF LOTS: 1
5. TOTAL AREA OF PARCEL 184 IS APPROX: 330.150,16 SQ. FT. 7,584 ACRES.
6. THIS PROPERTY IS LOCATED WITHIN C.P.R. MANAGEMENT ZONE A.
7. THE PRESENT ZONING OF THIS PROPERTY IS: R-8 RESIDENTIAL
8. THE PROPOSED ZONING TO BE ENTIRELY IN THE CITY OF SALISBURY: PRD
9. UNANDED RESIDENTIAL
9. THIS PROPERTY IS SHOWN ON FLOOD INSURANCE RATE MAP (F.I.R.M.) NUMBER 2404500252E, PANEL 252 OF 375, EFFECTIVE DATE AUGUST 17, 2015, AS BEING IN ZONE "A": AREA OF MINIMAL FLOODING.
10. NO TITLE REPORT WAS PROVIDED FOR THIS USE. THEREFORE THIS ANNEXATION PLAT IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH.
11. THE PROPOSED ZONING SHOWN ON THIS PLAT ARE BASED ON MD STATE GRID NAD 83 DATUM.

PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS
WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED
LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND LICENSE
NUMBER 21193, EXPIRATION DATE 01/25/26

BROCK E. PARKER DATE

REVISIONS	
<u>DATE</u>	<u>INT.</u>
05/02/2025	EDR
DWG:	L8553 ANNEXATION

ANNEXATION PLAT
OF PARCEL 184
FOR: SCHUMAKER LANDING MANAGEMENT LLC

LOCATION	CAMDEN ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND
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SCALE	1" = 60'	DATE	03/31/2025	TAX MAP	38
JOB NO.	L8553	DRAWN BY	EDR	PARCEL	184

SURVEYING FORESTRY

PARKER

ESTABLISHED 1977

SALISBURY, MARYLAND 410-749-0023

& ASSOCIATES

CIVIL ENGINEERING INC. SITE PLANNING

Schumaker Landing Annexation



ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND PURSUANT TO CHAPTERS 17.108 AND 17.228 OF TITLE 17, ZONING, OF THE SALISBURY MUNICIPAL CODE, AND TITLE 4, ZONING OF THE LAND USE ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR THE PURPOSE OF ADDING A NEW CHAPTER 17.154 TO TITLE 17 OF THE SALISBURY CITY CODE ESTABLISHING PLANNED RESIDENTIAL DISTRICT NO. 12 – SCHUMAKER LANDING TO PROVIDE FOR THE DEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED ON [DESCRIPTION OF ANNEXED PROPERTY], CONSISTING OF 7.69+/- ACRES OF LAND, NOW OR FORMERLY OWNED BY SCHUMAKER LANDING MANAGEMENT, LLC, WITH A PLANNED RESIDENTIAL COMMUNITY CONSISTING OF MULTIFAMILY AND OTHER HOUSING TYPES AS SET FORTH HEREIN.

WHEREAS, the ongoing application, administration and enforcement of Chapter 17 (Zoning) 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 Chapter 17 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, the Mayor and Council may amend Chapter 17 (Zoning) of the Salisbury City Code pursuant to the authority granted by MD Code, Land Use, § 4-102, subject to the provisions set forth in Section 17.228.020 of the Salisbury City Code;

WHEREAS, Petitioner, Schumaker Landing Management, LLC, filed a Petition for Annexation (the “**Petition**”), dated _____, 2025, requesting annexation of all that certain real property described in **Exhibit A** (the “**Schumaker Landing Annexed Property**”), attached hereto and incorporated herein, and desiring the Schumaker Landing Annexed Property be zoned Planned Residential District No. 12 – Schumaker Landing (“**PRD No. 12**”) as established hereunder;

WHEREAS, the Petition was referred by the City Department of Infrastructure and Development staff to the City of Salisbury Planning and Zoning Commission (the “**Planning Commission**”), and, after due notice, on _____, 2025, at its regular meeting, the Planning Commission recommended that the Schumaker Landing Annexed Property be zoned PRD No. 12 upon the annexation thereof (the “**Annexation-Zoning Recommendation**”);

WHEREAS, the fulfillment of the Annexation-Zoning Recommendation for the Schumaker Landing Annexed Property requires a text amendment to the Salisbury City Code for the purposes of adding a new Chapter 17.154 setting forth the legal description of the area to be zoned as PRD No. 12 and establishing the rules and regulations governing the development of real property located therein;

WHEREAS, pursuant to Section 17.228.020 of the Salisbury City Code, any amendment to Title 17 of the Salisbury City Code shall be referred to the Planning Commission, for review and recommendation, prior to the passage of an ordinance adopting such amendment to Title 17 of the Salisbury City Code;

WHEREAS, a Public Hearing on the proposed amendment to Title 17 of the City Code adding a new Chapter 17.154, for the purpose of establishing the legal description of the real property comprising PRD No. 12 and the rules and regulations for the development thereof as set forth herein, was held by the Planning Commission, on _____, 20____, in accordance with the provisions of Section 17.228.020 of the Salisbury City Code;

WHEREAS, at the conclusion of its _____, 2026 meeting, the Planning Commission recommended, by a vote of ____ - ____, that the amendment to Title 17 of the Salisbury City Code adding a new Chapter 17.154 establishing (i) PRD No. 12 as a new zoning district of the City of Salisbury and the rules and regulations for the development of all lands located within PRD No. 12, as more particularly described in Exhibit A attached hereto and incorporated herein, be approved by the Mayor and Council; and

WHEREAS, the Mayor and Council have determined that the amendment to Title 17 of the Salisbury City Code, adding a new Chapter 17.154 titled “Planned Residential District No. 12 – Schumaker Landing” be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Chapter 17 of the Salisbury City Code be and is hereby amended as follows:

Section 1. Title 17 of the Salisbury City Code shall be amended by adding a new Chapter 17.154 titled “Planned Residential District No. 12 – Schumaker Landing” as provided by the bolded and underlined language set forth herein:

Chapter 17.154 – PLANNED RESIDENTIAL DISTRICT NO. 12 – SCHUMAKER LANDING

17.154.010 – Purpose.

A. The purpose of planned residential district No. 12 is to provide for the development of certain lands located [Land Description], with a planned residential community consisting of multifamily and other housing types as set in this Chapter minor neighborhood service uses located in harmony with the natural features of the site. The development of land located within planned residential district No. 12 is designed to provide open space and recreation in a planned and attractive natural environment.

B. [Intentionally Reserved]

17.154.020 – Area of Reclassification

[Legal Description of Schumaker Landing Annexed Property]

17.154.030 – Permitted Uses

Permitted uses shall be as follows:

- A. Apartment building or project, in accordance with chapter 17.168;
- B. Cluster development, in accordance with chapter 17.176;
- C. Cultivation of land;
- D. Dwellings.
 - 1. Patio dwelling, in accordance with chapter 17.200,
 - 2. Semidetached, in accordance with chapter 17.208,
 - 3. Single-family detached,
 - 4. Two-family dwelling on a lot with a minimum of nine thousand (9,000) square feet of land area. All parking required for any two-family dwelling shall be in the rear yard three feet from all adjoining property lines;
- E. Park and playground, public and private, in accordance with chapter 17.220;
- F. Townhouse, in accordance with chapter 17.224;

91 **17.154.040 – Accessory uses and structures**

92 Accessory uses and structures shall be as follows:

- 93 A. Home occupation;
- 94 B. Home office;
- 95 C. Office within an apartment or townhouse project solely for the purpose of ongoing management and
- 96 rental or a temporary sales office in conjunction with model units until all units in the project have
- 97 been sold;
- 98 D. Other accessory uses and structures clearly incidental to, customary to and associated with the
- 99 permitted use.

100

101 **17.154.050 – Development Standards**

102 Development standards for the PRD – No. 12 shall be as follows:

- 103 A. Minimum Lot Requirements. All lots hereafter established shall meet the following minimum
- 104 requirements:

- 105 1. All lots except for two-family dwellings:

Lot Area (square feet)	Interior Lot Width (feet)	Corner Lot Width (feet)
5,000	50	65

106

- 107 2. Lots for two-family dwellings:

Lot Area (square feet)	Interior Lot Width (feet)	Corner Lot Width (feet)
9,000	60	75

108

- 109 B. Minimum yard and setback requirements shall be as follows:

- 110 1. Front: twenty-five (25) feet;
- 111 2. Rear: thirty (30) feet;
- 112 3. Side: ten feet each; two required.

- 113 C. Height Limitations.

- 114 1. The height limitation for principal buildings and structures shall be forty (40) feet.
- 115 2. The height limitation for accessory buildings and structures shall not exceed twenty (20) feet in
- 116 height.

- 117 D. Density. Inherent density for all multi-family lots shall not exceed twenty (20) units per acre.

- 118 E. Parking.

- 119 1. Parking for all lots except for multi-family dwellings shall be provided in accordance with Chapter
- 120 17.196.

- 121 2. Parking for all multi-family lots shall be one (1) space per bedroom plus fifteen percent (15%) of
- 122 all multi-family units located on such multi-family lot.

- 123 2. No outside storage of trucks or vans used in the conduct of business shall be permitted.

- 124 F. No more than one principal use shall be permitted on an individual lot.

G. Accessory Buildings and Structures.

1. No part of any accessory building or structure shall be located closer than five feet to a front and side property line. On a corner lot, no accessory building shall be located closer than twenty-five (25) feet to a lot line of an abutting street.
2. No accessory building or structure shall occupy more than fifty (50) percent of the required rear or side yard area.

H. Signs. All signs shall be in accordance with the provisions of Chapter 17.216.

I. Landscaping or Screening.

1. Either landscaping or screening shall be provided for all uses in accordance with the provisions of Chapter 17.220;
2. In addition to the requirements of Chapter 17.220, all areas not devoted to building or required parking areas shall be landscaped as defined in Section 17.04.120 and maintained in accordance with Section 17.220.080.

J. Related Requirements. The provisions of Chapter 17.04, Article IV, where applicable, shall apply to all uses and structures relative to vision at intersections, height exceptions, yard exceptions, fences and walls, airport height limitations and historic or religious monuments, markers or shrines.

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 _____, 202_ 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 _____, 202_.

ATTEST:

Julie English, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 202_.

Randolph J. Taylor, Mayor

17.112.010 Purpose.

- A. A residential development planned and constructed in accordance with a unified plan approved under stringent review procedures operates in harmony with existing and future surrounding development and aid in achieving the goals and recommendations of the housing element of the comprehensive plan for the city.
- B. The purpose of the planned residential district is to provide the maximum choice in type of living environment and living accommodations available to the residents of the city. The district is established to produce:
 - 1. An efficient use of land resulting in smaller networks of utilities and streets, thereby encouraging a diversity of living environments and a variety of housing styles;
 - 2. Open space and recreation areas which are essential and major elements of the planned development and which are related to and affect the long-term value of homes within the development and adjoining or nearby development;
 - 3. A development which is based on design and intensity of use and the relationship between land uses rather than on standardized residential districts which are segregated from each other on the basis of housing types and development standards;
 - 4. A pattern of development which preserves the natural environment of the site, including trees, outstanding natural topography and geologic features;
 - 5. Development flexibility to respond to market demands.
- C. The following regulations have been developed based upon these purposes which are consistent with the recommendations of the land use element of the city's adopted plan.

(Prior code § 150-150)



City of Salisbury

Memo

To: City Administrator
From: John Felts, Administrative Commander
Date: September 10, 2025
Subject: Ordinance - Burton Street Closure

Please find attached for your review, a proposed ordinance authorizing the abandonment of a portion of Burton Street located east of Delaware Avenue, within the municipal boundaries of the City of Salisbury.

This request is made pursuant to SC11-2 of the Charter of the City of Salisbury, which grants the City exclusive authority over all public ways within its boundaries. The portion of Burton Street in question has not been utilized for public ingress or egress for years and is not essential to the public roadway system. It is identified as “Burton Street, 14,047+/- S.F. To Be Closed” on the site drawing attached to the ordinance as Exhibit A.

The property directly adjacent to the portion of roadway proposed for closure was previously gifted to the City with the intent that it be incorporated into the footprint of the Salisbury Police Department’s facilities. The long-term vision for this area includes its use for secure police department parking and, ultimately, the construction of a vehicle storage facility.

Closure of the unused right-of-way will enable the City to consolidate the area into active municipal use and allow for appropriate planning and investment in secure police infrastructure. All abutting property owners have been notified of the City's intent and have expressed written consent for the abandonment.

Should you have no questions I will forward this ordinance to be placed on the next available City Council Agenda for consideration.

Attachment(s):

[Ordinance.Abandonment of Burton St..docx](#)

[Burton St-Exhibit A.pdf](#)

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**AN ORDINANCE OF THE CITY OF SALISBURY FOR THE
ABANDONMENT OF A PORTION OF A ROAD KNOWN AS BURTON
STREET LOCATED EAST OF DELAWARE AVENUE.**

WHEREAS, SC11-2 of the Charter of the City of Salisbury (the “**Charter**”) grants the City of Salisbury (the “**City**”) exclusive authority over all public ways located within the municipal boundaries of the City; and

WHEREAS, pursuant to the authority granted the City under SC11-2 of the Charter, the City deems it necessary and appropriate to abandon that certain portion of Burton Street, formerly known as Blake Street, located within the municipal boundaries of the City running east of Delaware Avenue to its terminus (the “**Road**”); and

WHEREAS, the Road intended for abandonment by the City pursuant to this Ordinance is more particularly depicted as all that area shown as “Burton Street, 14,047+/- S.F. To Be Closed”, as shown on the detailed drawing, attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the City's abandonment of the Road hereunder will not affect any public access to public roadways; additionally, the Road has not been used for public ingress and egress for several years preceding the date hereof; and

WHEREAS, the City has provided prior written notice to all owners of property abutting the Road informing each of them of the City's intention to abandon the Road and of each of their respective rights and responsibilities as to such portion(s) of the Road abutting their respective property following the City's abandonment of the Road as intended by this Ordinance, and all such property owners have responded to the City indicating their consent to the City's closure and abandonment of the Road; and,

WHEREAS, the City Department of Infrastructure and Development requests abandonment of the Road to ensure the owners of property abutting the Road can obtain ownership of such applicable portion(s) of the Road, if such owners so desire; and,

WHEREAS, upon the adoption of this Ordinance, the City Department of Infrastructure and Development will provide written notice to all owners of property abutting the Road informing each of them that, pursuant to the City's abandonment of the Road hereunder, the City shall not be responsible for any maintenance or costs associated with the Road as of the date this Ordinance takes effect as set forth herein below, except to the extent of its responsibility as an owner of the property.

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

Section 1. That, pursuant to the authority granted to the City under SC11-2 of the Charter, that portion of the Road known as Burton Street located within the municipal boundaries of the City and east of Delaware Ave., as is more particularly depicted as all that area shown as “Burton Street, 14,047+/- S.F. To Be Closed”, as shown on the detailed drawing, attached hereto and incorporated herein as **Exhibit A**, is hereby closed and deemed abandoned, in its entirety, by the City.

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.

Section 6. Upon its final passage, this Ordinance shall not be codified.

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.

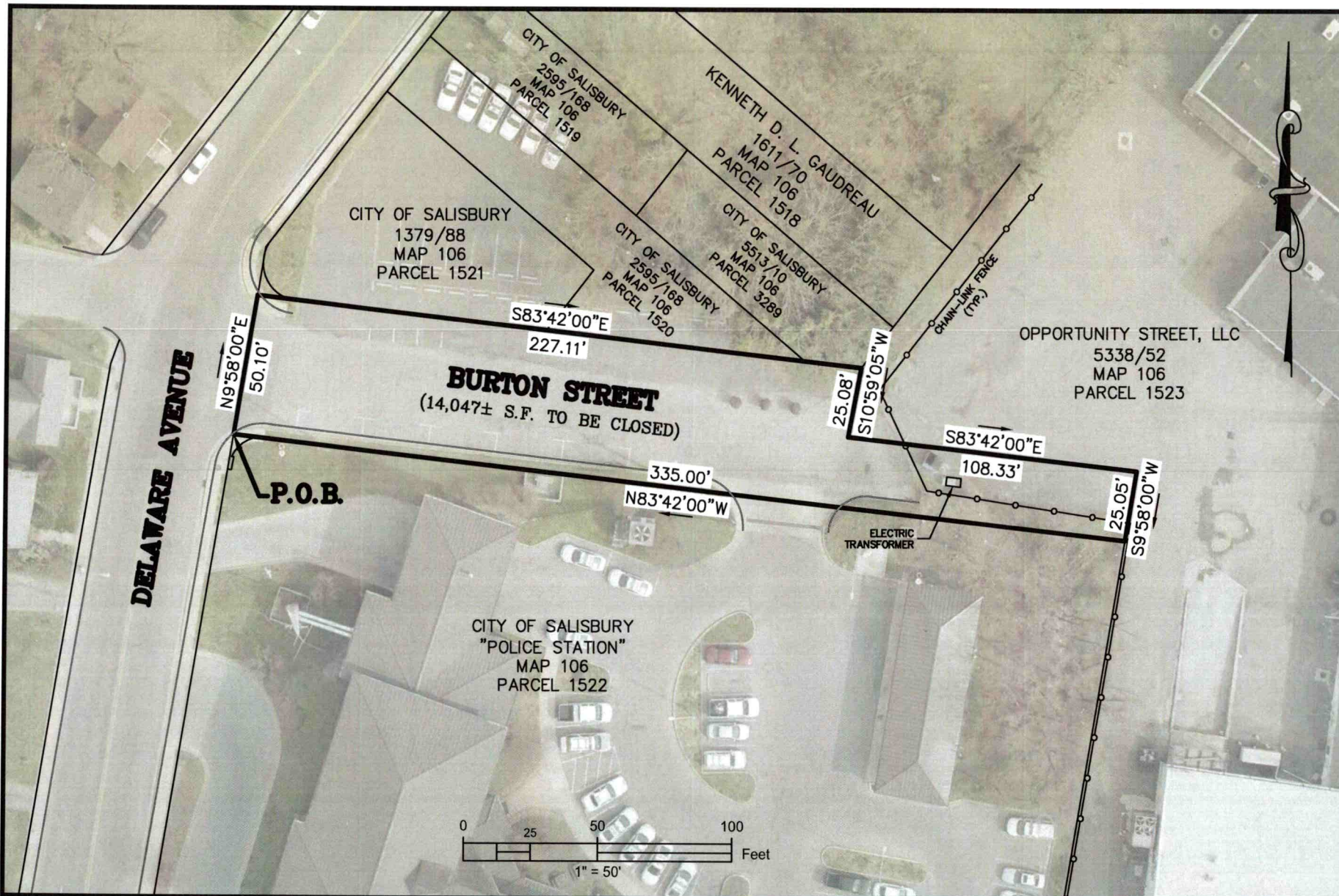
ATTEST:

Julie English, City Clerk

D'Shawn Doughty, City Council President

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

Randolph J. Taylor, Mayor



CITY OF SALISBURY
SALISBURY, MD

BURTON STREET CLOSING
"SALISBURY POLICE STATION"
DELAWARE AVENUE

SCALE	1" = 50'
FILE	DCA
DATE	6-21-19
LAST REV. DATE	5-29-2025



City of Salisbury

Memo

To: Mayor's Office
From: Finance Office
Date: September 12, 2025
Subject: Correction to Ordinance No. 2883 – Budget Amendment for Truitt Street Community Center Expansion

To correct a funding error in Ordinance No. 2883 concerning the financing of the Truitt Street Community Center Expansion Project.

Ordinance No. 2883 was previously approved a budget amendment that allocated \$55,325 from investment interest to be funded by FY2022 bond proceeds. However, it was determined that this was an inappropriate funding source, as the Truitt Street Community Center Project was not included in the original FY2022 bond- funded projects.

This ordinance corrects this funding issue by reallocating the \$55,325 from the City's General Fund interest instead, which is an appropriate funding source for this project.

Thank you for your time and consideration of this request. Unless there are further questions from the Mayor or administration, please forward this memo and the attached ordinance to City Council for their review and consideration.

Attachment(s):

[Ordinance -Budget Amendment correcting Ordinance 2833.docx](#)

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF SALISBURY TO CORRECT
ORDINANCE 2883, APPROVING A BUDGET AMENDMENT TO THE
CITY'S GENERAL CAPITAL PROJECT FUND TO PROVIDE
ADDITIONAL FUNDS FOR THE TRUITT STREET COMMUNITY
CENTER EXPANSION.**

WHEREAS, Ordinance No. 2883 reallocated \$55,325 of Investment Interest to be funded from the FY2022 bond proceeds; and

WHEREAS, the Truitt Street Community Center Project was not included in the FY2022 bond-funded projects, making the use of those bond funds inappropriate; and

WHEREAS, the \$55,325 of Investment Interest will instead be properly funded from the City's General Fund; and

WHEREAS, the appropriations necessary to make the correction herein 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 funds for the Truitt Street Community Center Expansion Project listed in Section 2 and Section 3 below.

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

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

Account	Account Description	Increase/Decrease	Amount
91001-599109	Transfer to General Capital Projects	Increase	\$55,325
01000-456110	Investment Interest	Increase	\$55,325

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

Account	Account Description	Increase/Decrease	Amount
98022-456110-70067	Interest Truitt Street Rehab	Decrease	\$55,325
98022-469313-70067	Paygo Truitt Street Rehab	Increase	\$55,325

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

Section 4. 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 5. 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 6. 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 6.

Section 7. 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 A. English, City Clerk

D'Shawn M. Doughty, City Council President

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

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: City Administrator
From: John Felts, Administrative Commander
Date: September 10, 2025
Subject: Ordinance - Burton Street Closure

Please find attached for your review, a proposed ordinance authorizing the abandonment of a portion of Burton Street located east of Delaware Avenue, within the municipal boundaries of the City of Salisbury.

This request is made pursuant to SC11-2 of the Charter of the City of Salisbury, which grants the City exclusive authority over all public ways within its boundaries. The portion of Burton Street in question has not been utilized for public ingress or egress for years and is not essential to the public roadway system. It is identified as “Burton Street, 14,047+/- S.F. To Be Closed” on the site drawing attached to the ordinance as Exhibit A.

The property directly adjacent to the portion of roadway proposed for closure was previously gifted to the City with the intent that it be incorporated into the footprint of the Salisbury Police Department’s facilities. The long-term vision for this area includes its use for secure police department parking and, ultimately, the construction of a vehicle storage facility.

Closure of the unused right-of-way will enable the City to consolidate the area into active municipal use and allow for appropriate planning and investment in secure police infrastructure. All abutting property owners have been notified of the City's intent and have expressed written consent for the abandonment.

Should you have no questions I will forward this ordinance to be placed on the next available City Council Agenda for consideration.

Attachment(s):

[Ordinance.Abandonment of Burton St..docx](#)

[Exhibit A](#)

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**AN ORDINANCE OF THE CITY OF SALISBURY FOR THE
ABANDONMENT OF A PORTION OF A ROAD KNOWN AS BURTON
STREET LOCATED EAST OF DELAWARE AVENUE.**

WHEREAS, SC11-2 of the Charter of the City of Salisbury (the “**Charter**”) grants the City of Salisbury (the “**City**”) exclusive authority over all public ways located within the municipal boundaries of the City; and

WHEREAS, pursuant to the authority granted the City under SC11-2 of the Charter, the City deems it necessary and appropriate to abandon that certain portion of Burton Street, formerly known as Blake Street, located within the municipal boundaries of the City running east of Delaware Avenue to its terminus (the “**Road**”); and

WHEREAS, the Road intended for abandonment by the City pursuant to this Ordinance is more particularly depicted as all that area shown as “Burton Street, 14,047+/- S.F. To Be Closed”, as shown on the detailed drawing, attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the City's abandonment of the Road hereunder will not affect any public access to public roadways; additionally, the Road has not been used for public ingress and egress for several years preceding the date hereof; and

WHEREAS, the City has provided prior written notice to all owners of property abutting the Road informing each of them of the City's intention to abandon the Road and of each of their respective rights and responsibilities as to such portion(s) of the Road abutting their respective property following the City's abandonment of the Road as intended by this Ordinance, and all such property owners have responded to the City indicating their consent to the City's closure and abandonment of the Road; and,

WHEREAS, the City Department of Infrastructure and Development requests abandonment of the Road to ensure the owners of property abutting the Road can obtain ownership of such applicable portion(s) of the Road, if such owners so desire; and,

WHEREAS, upon the adoption of this Ordinance, the City Department of Infrastructure and Development will provide written notice to all owners of property abutting the Road informing each of them that, pursuant to the City's abandonment of the Road hereunder, the City shall not be responsible for any maintenance or costs associated with the Road as of the date this Ordinance takes effect as set forth herein below, except to the extent of its responsibility as an owner of the property.

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

Section 1. That, pursuant to the authority granted to the City under SC11-2 of the Charter, that portion of the Road known as Burton Street located within the municipal boundaries of the City and east of Delaware Ave., as is more particularly depicted as all that area shown as “Burton Street, 14,047+/- S.F. To Be Closed”, as shown on the detailed drawing, attached hereto and incorporated herein as **Exhibit A**, is hereby closed and deemed abandoned, in its entirety, by the City.

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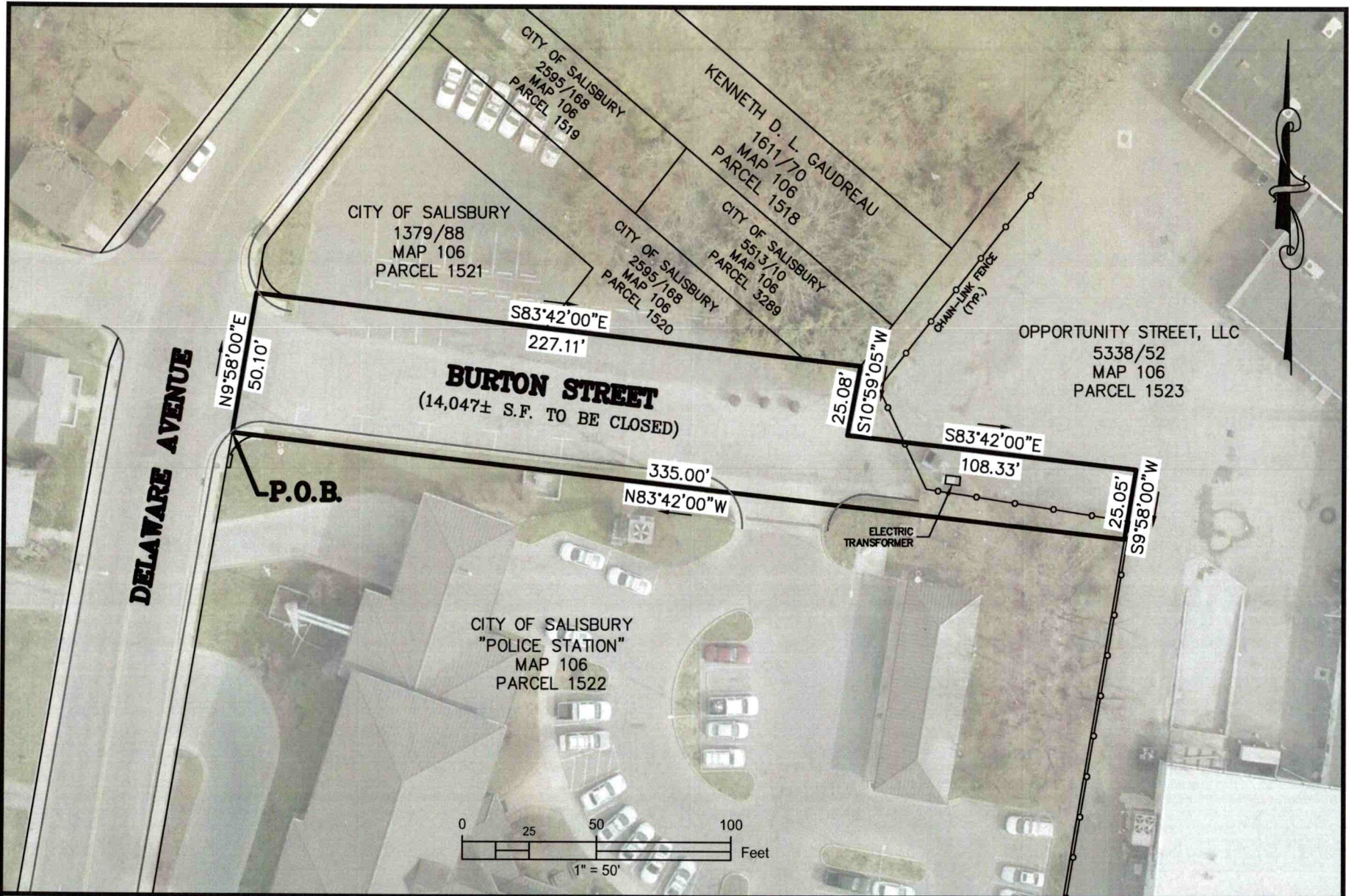
ATTEST:

Julie English, City Clerk

D'Shawn Doughty, City Council President

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

Randolph J. Taylor, Mayor



CITY OF SALISBURY
SALISBURY, MD

BURTON STREET CLOSING
"SALISBURY POLICE STATION"
DELAWARE AVENUE

SCALE	1" = 50'
FILE	DCA
DATE	6-21-19
LAST REV. DATE	5-29-2025

Council Boards and Commissions Rep List

Planning & Zoning Commission – Mr. Doughty

Town Gown – Mr. Doughty

SWMPO – Ms. Dashiell

Zoo Commission – Ms. Gregory

Wicomico Truth & Reconciliation- Ms. Jackson

Parks & Rec – Ms. Jackson

Youth Development Advisory Committee – Ms. Blake

Bicycle and Pedestrian Advisory Committee – Ms. Blake

Human Rights Advisory Committee – Ms. Blake

Wicomico Library Committee – Ms. Gregory

Disability Advisory Committee – Ms. Gregory

Sustainability Advisory Committee - Green Team – Ms. Gregory

Airport Committee – Ms. Dashiell

PAC14 – Ms. Dashiell

Tri-County Council – No rep available at this time

Updated 12.4.23

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 149 Apple Ln., Unit 103, Salisbury, MD 21804, 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 will 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, 2031, 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, 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 shall adhere, in all material respects, to guidance from the State Construction Compliance Officer with respect to the aspects of the Lot 10 Project under its legal purview.

5. **Expenditure of Grant Funds.**

- a. All Grant Funds shall be expended, and reimbursement requests for those expenditures submitted, on or before **July 1, 2030.**
 - b. Subrecipient shall expend at least fifty percent (50%) of the Grant Funds for the Lot 10 Project by **December 31, 2028.**
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.** 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, in its reasonable discretion, for clarification of Lot 10 Project expenditures. Reimbursement for payments made prior to the execution of this Subrecipient Agreement shall be permitted provided the requested reimbursement is for items set forth in Exhibit B.
7. **Procedure.** Grantee shall review the documentation of expenditures submitted by Subrecipient, and provided the documentation submitted is complete in all material respects, the City shall promptly release a payment of grant funds to Subrecipient for the documented expenditures.
8. **Records.** Subrecipient shall maintain accurate records and shall retain copies of all invoices associated with the Lot 10 Project for review by the City of Salisbury and/or DGS, as may be requested. Subrecipient shall maintain all records pertaining to the Lot 10 Project until **June 30, 2034.** Subrecipient shall permit Grantee and/or DGS to perform program monitoring, evaluation, and audit activities as determined to be necessary, at the reasonable discretion of the Grantee and/or DGS, which shall be at the sole cost and expense of Grantee or DGS, as applicable.
9. **Reporting.** Subrecipient shall provide information necessary for programmatic or financial reporting as requested by the State granting agency within any legally mandated response period.
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, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors, liquor stores, or standalone tanning salons or massage parlors; provided, however, the incorporation of tanning beds or massage services into a business providing spa services shall not constitute a prohibited activity.
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 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, except to the extent caused by the gross negligence or willful misconduct of Grantee, its employees, or agents. 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 and in all material respects, 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 beginning construction on the Lot 10 Project, 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 TEN (10) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ON THE LOT 10 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 breach of the agreement, unless Subrecipient cures such failure within ten (10) business days from the date of written notice of such default from Grantee to Subrecipient.
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.** In the event of any default by Subrecipient under this Agreement, Grantee will give Subrecipient written notice specifying such default with particularity, and Subrecipient shall

thereupon have thirty (30) days in which to cure any such default; provided that where any such failure cannot reasonably be cured within a thirty (30) day period, Subrecipient will not be in default if Subrecipient commences to cure the failure within the thirty (30) day period and thereafter diligently and continuously pursues all reasonable efforts to complete the cure. In the event Subrecipient fails to cure said default in accordance with the terms of this Paragraph, said default shall 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) Withhold further payments under this Agreement.
 - (ii) 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.
- (c) In the event that a court of competent jurisdiction determines that a default by Subrecipient was the result of fraud or breach of contract on the part of Subrecipient or the misappropriation of the PAYGO Grant Funds by Subrecipient for a purpose other than materially advancing the Lot 10 Project in substantially the form set forth in **Exhibit A**, the City may require that Subrecipient repay the PAYGO Grant Funds, in whole or in part.

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
149 Apple Ln., Unit 103
Salisbury, MD 21804

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 material 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. The foregoing indemnification obligations shall not apply to the extent the loss is caused by the gross negligence or willful misconduct of the City, its elected and appointed officials, employees, agents, volunteers or others working on behalf of the City.

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.** 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. Grantee shall not unreasonably withhold such approval. 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 agrees to provide the City with written notice of any agreement to sell, lease, exchange, give away or otherwise transfer or dispose of any interest of the Property. This includes transfer or disposition to a 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 transfer or disposition. In the event that a court of competent jurisdiction determines that any such transfer by Subrecipient was for a purpose other than materially advancing the Lot 10 Project in substantially the form set forth in **Exhibit A**, the City may require that Subrecipient repay the PAYGO Grant Funds, in whole or in part.
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 reasonably 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. **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.
38. **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

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

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Construction Start 6/1/24

Construction End 3/1/26

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

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☐ Recipient organization is the sole owner.

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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

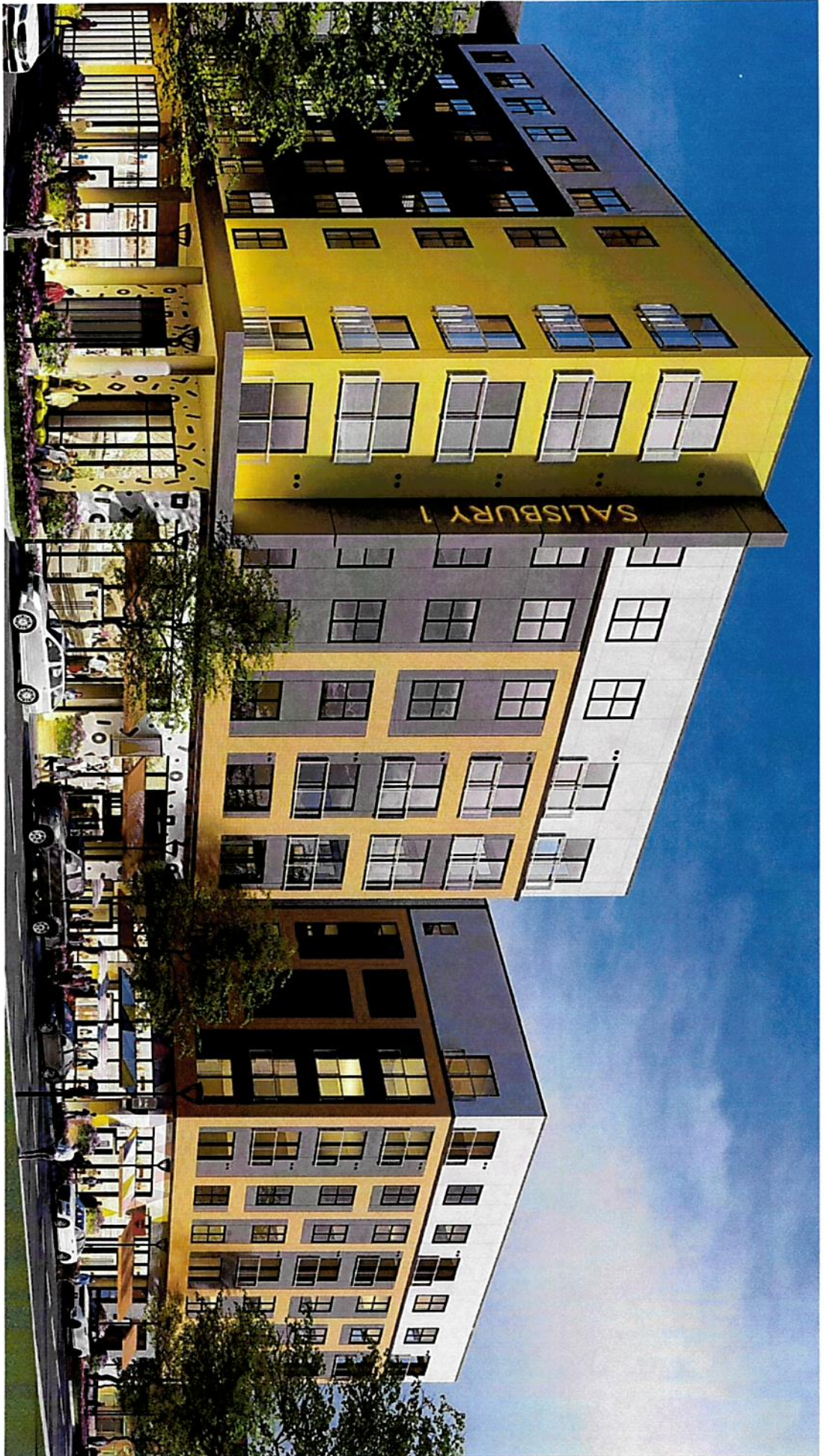
11/6/23



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

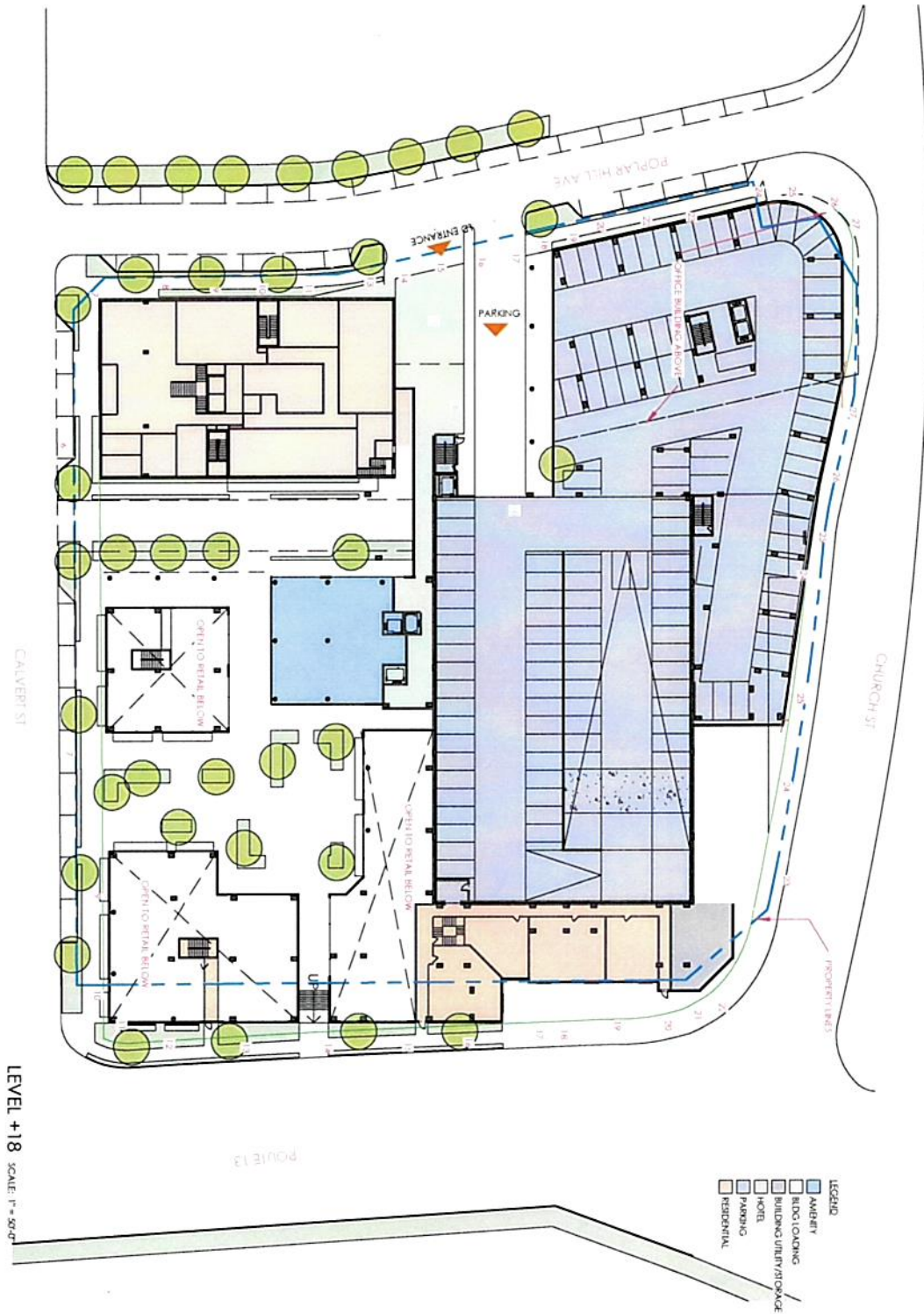
25' 50' 100'

SCALE: 1" = 50'-0"

A-04

10/6/2023 3:36:26 PM

dcs
DESIGN



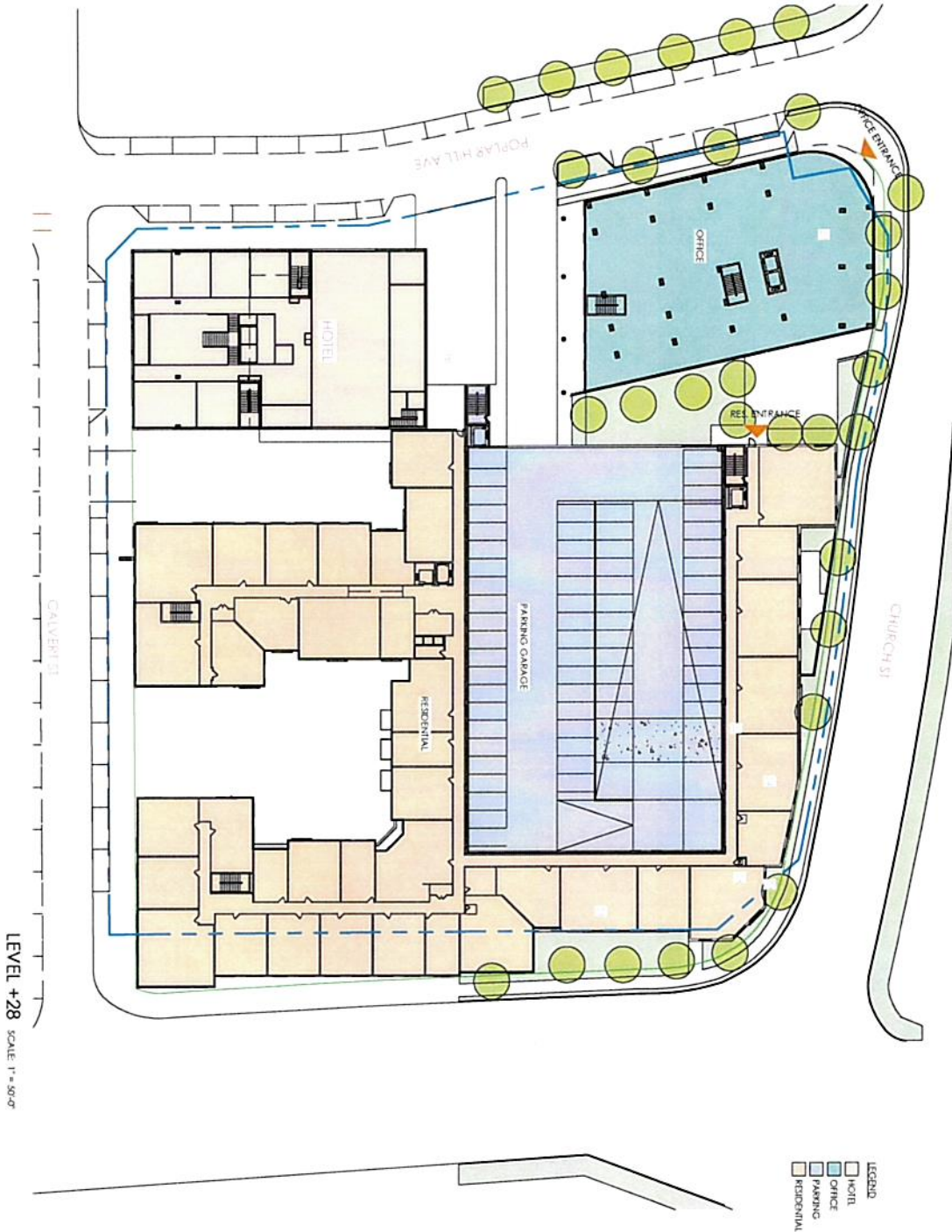
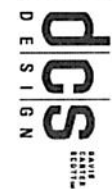
MULTI USE DEVELOPMENT

SALISBURY, MD 21801



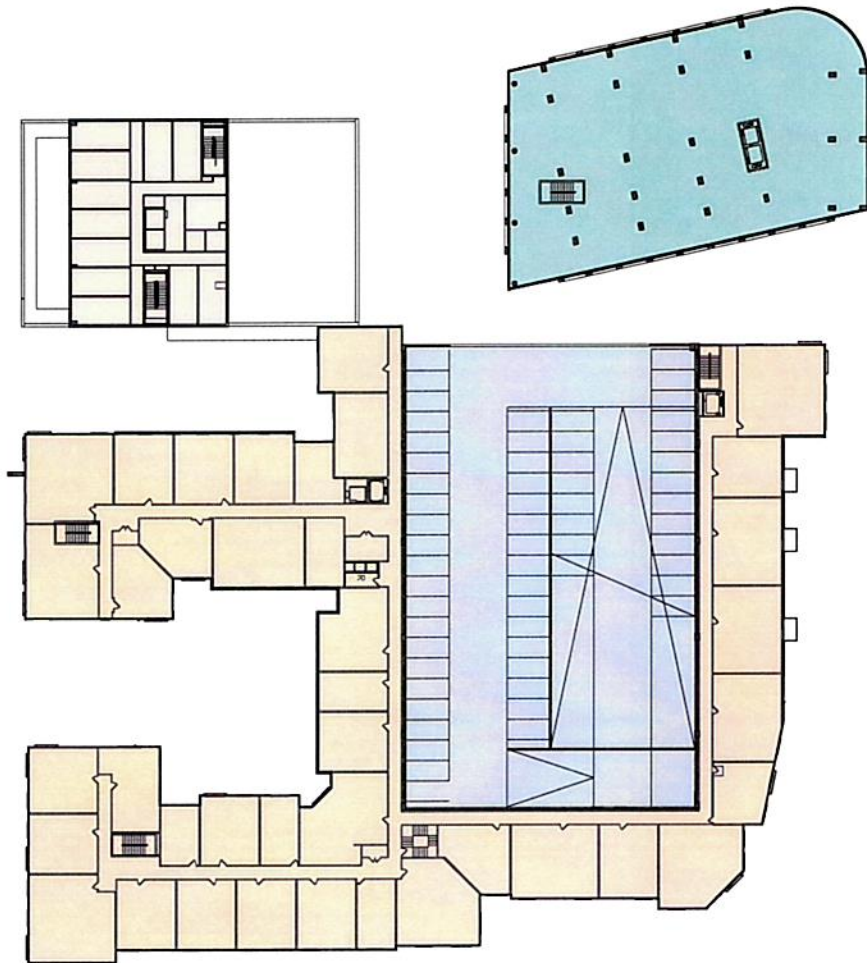
SCALE: 1" = 50'-0"

A-05
 10/6/2023 3:36:27 PM



MULTI USE DEVELOPMENT SALISBURY, MD 21801

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



LEGEND
HOTEL
OFFICE
PARKING
RESIDENTIAL



SCALE: 1" = 50'-0"

A-06
10/6/2023 3:36:28 PM

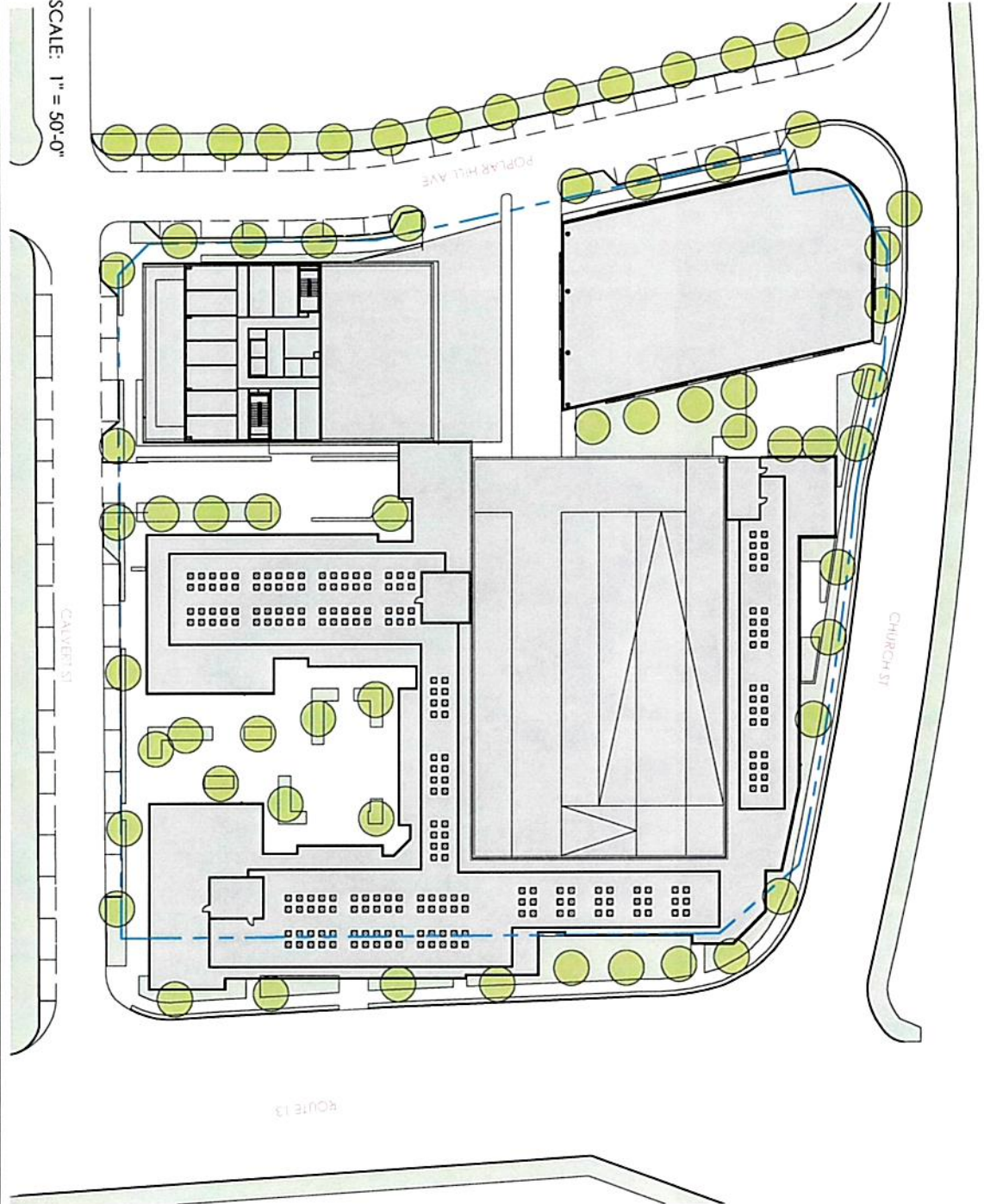
dcs
DESIGN

MULTI USE DEVELOPMENT

SAUSBURY, MD 21801

ROOF PLAN

SCALE: 1" = 50'-0"

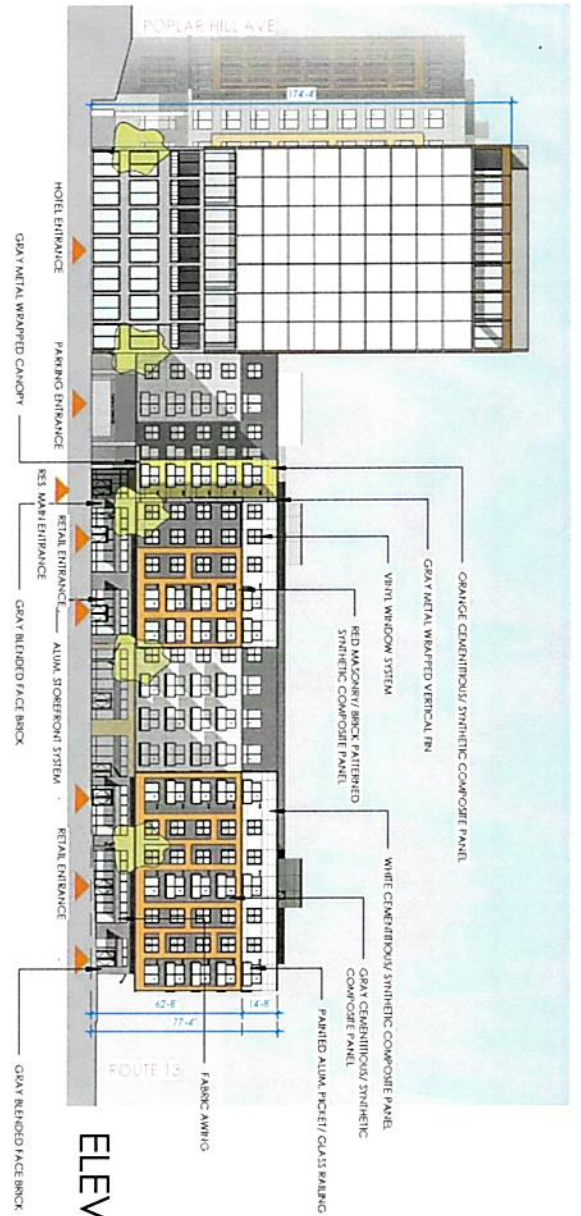


ROOF PLAN

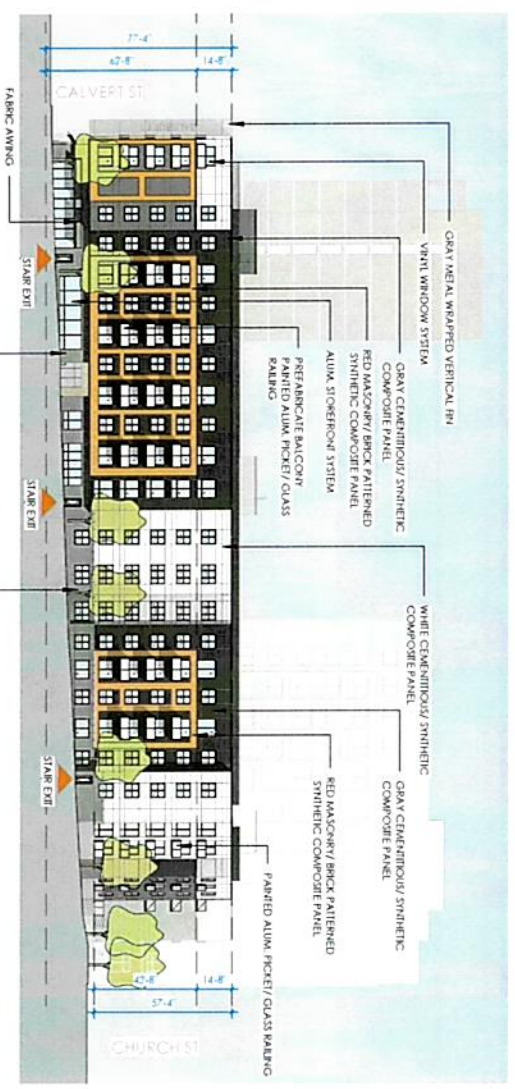
SCALE: 1" = 50'-0"

A-07

DESIGN



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



ELEVATION 2 SCALE: 1" = 50'-0"

MULTI USE DEVELOPMENT

SALISBURY, MD 21801

25' 50' 100'

SCALE: 1" = 50'-0"

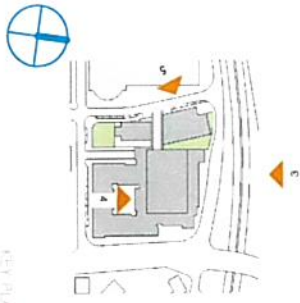
A-10 DE SIGN dcs

MULTI USE DEVELOPMENT

SALISBURY, MD 21801

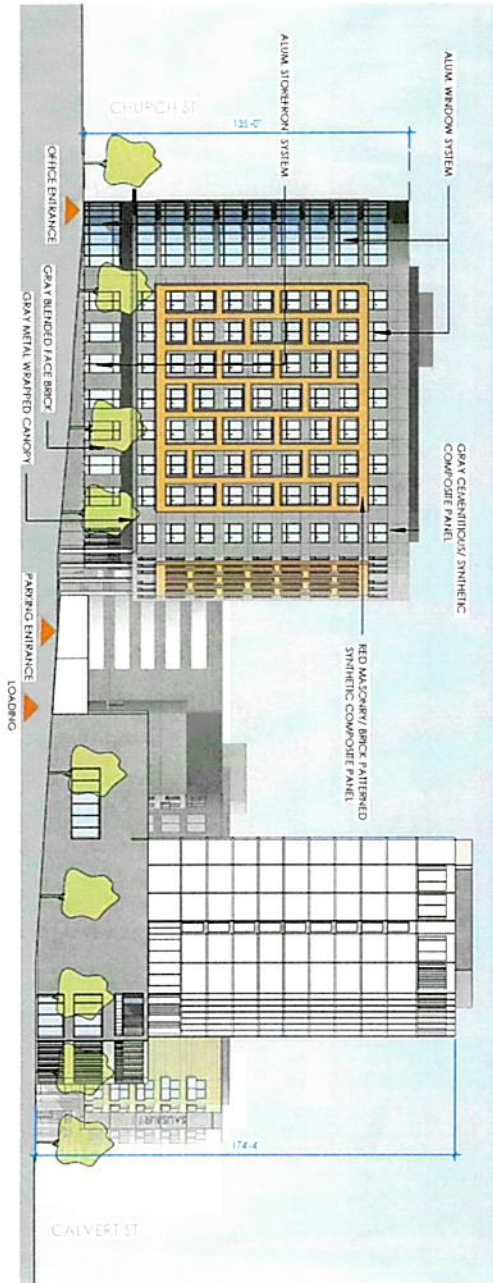
25' 50' 100' SCALE: 1" = 50'-0"

ELEVATIONS
A-11
dcs
DESIGN

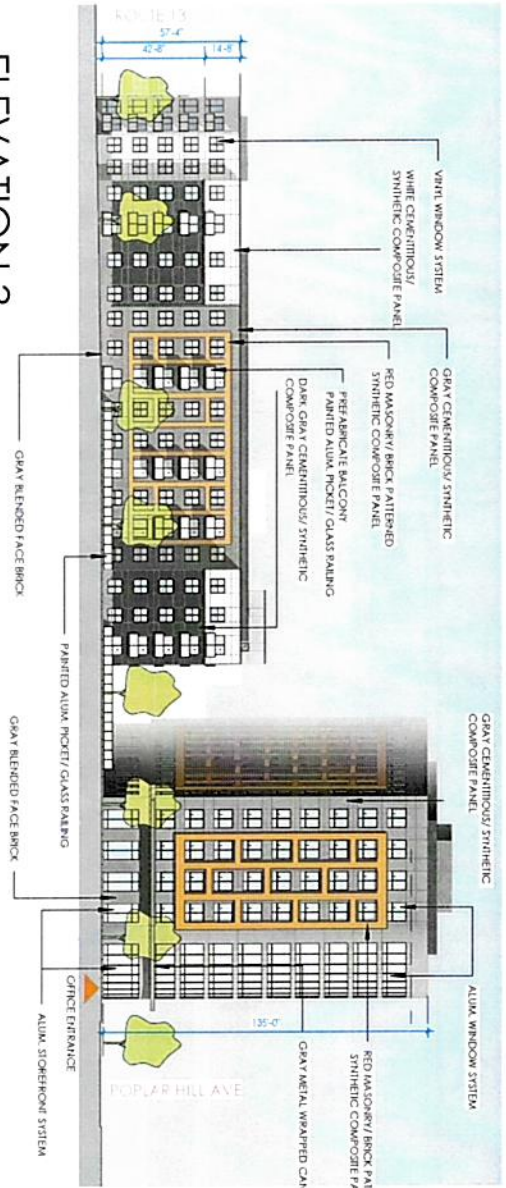


KEY PLANS

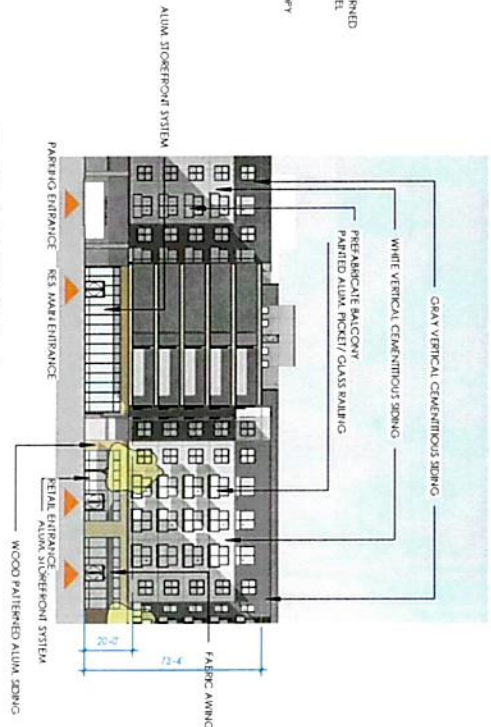
ELEVATION 5 SCALE: 1" = 50'-0"



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



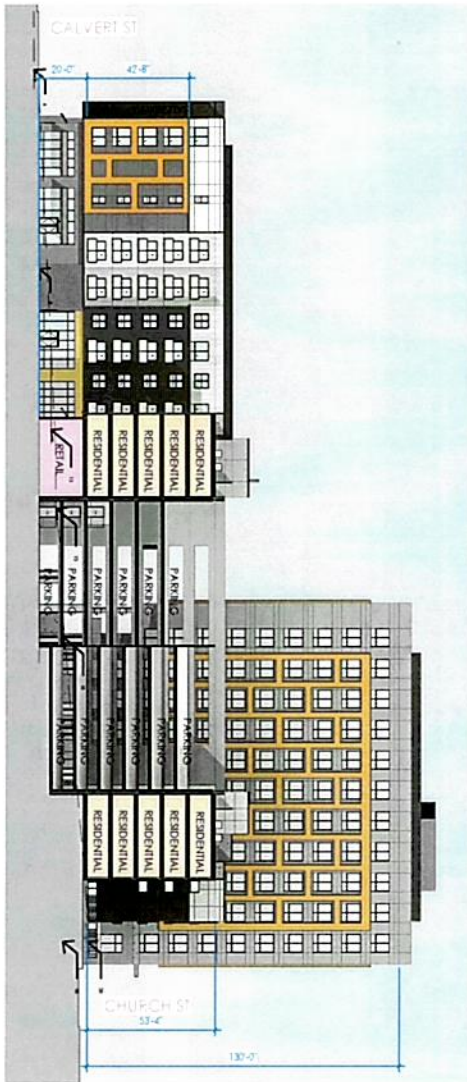
ELEVATION 4 SCALE: 1" = 50'-0"





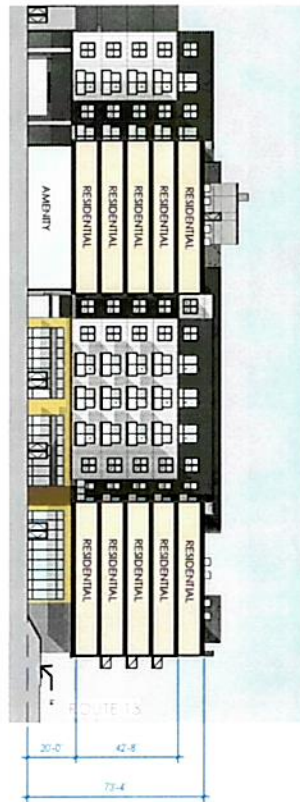
KEY PLAN

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



25

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



MULTI USE DEVELOPMENT

SALISBURY, MD 21801



SCALE: 1" = 50'-0"

10/6/2023 3:40:48 PM



MULTI USE DEVELOPMENT
SALISBURY, MD 21801

FOR ILLUSTRATIVE PURPOSES ONLY



PERSPECTIVES

A-21
10/6/2023 3:42:42 PM





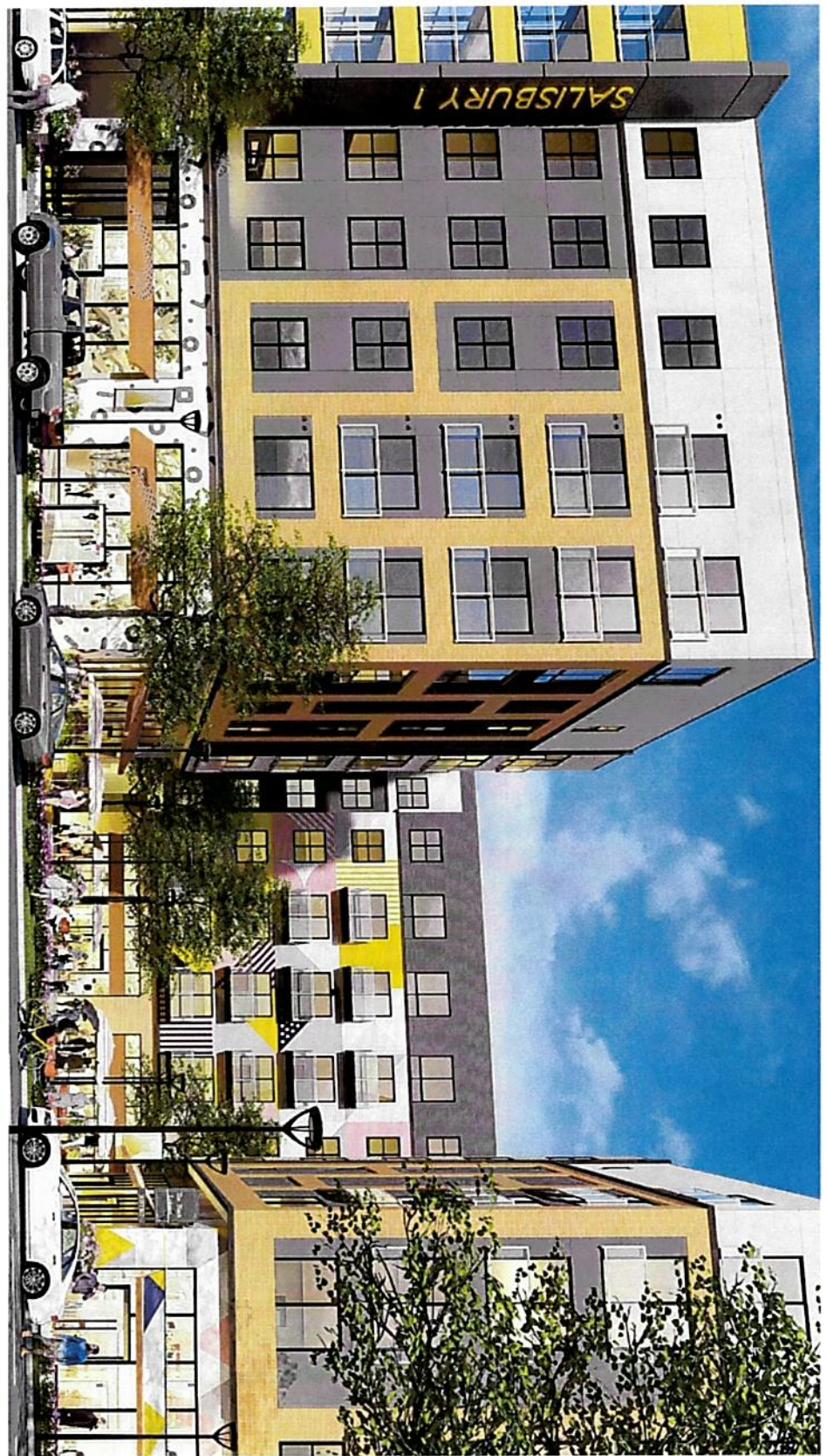
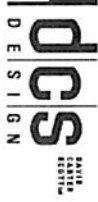
MULTI USE DEVELOPMENT

SALISBURY, MD 21801

FOR ILLUSTRATIVE PURPOSES ONLY

PERSPECTIVES

A-22
10/6/2023 3:42:43 PM



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 approval from the building inspector for the first Close In inspection for the Hotel and Conference Center, Developer can be reimbursed up to \$549,723 upon presentation of proof of payment.

Draw Period 4 - **Construction Completion**. After the issuance of a Certificate of Occupancy for the Hotel and Conference Center, Developer can be reimbursed \$500,000 upon presentation of proof of payment.

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