

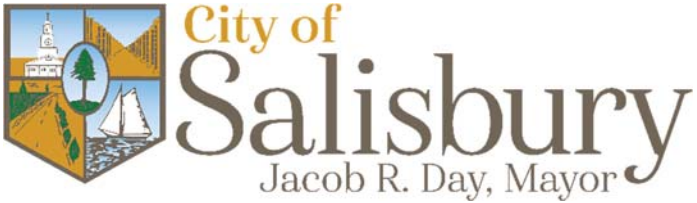


**SALISBURY CITY COUNCIL  
WORK SESSION AGENDA**

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**DECEMBER 3, 2018  
COUNCIL CHAMBERS  
GOVERNMENT OFFICE BUILDING**

- 4:00 p.m. Municode Webinar – Steffanie Rasmussen, Municode
- 4:30 p.m. FY18 Audit presentation – Keith Cordrey/Timothy Sawyer, Barbacane Thornton & Company
- 5:00 p.m. National Folk Festival debriefing – Caroline O’Hare/Julia Glanz
- 5:30 p.m. Budget Amendment for Downtown Visitors Center- Merchandise Sold – Laura Soper
- 5:40 p.m. US 13 North/PennTex Phase II Annexation – Bill Holland
- 6:00 p.m. Text Amendment allowing Hairdresser Shops in Light Industrial District – Anne Roane
- 6:15 p.m. 500 Riverside Soil MOU – Amanda Pollack
- 6:30 p.m. Motion to Convene in Closed to consider the acquisition of real property for a public purpose and matters directly related thereto as permitted under the Annotated Code of Maryland §3-305(b)(3)
- Report on Closed Session/Adjournment – President Heath

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.  
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*



## MEMORANDUM

**To:** Laura Soper, Business Development  
**From:** City Administration  
**Subject:** Budget Transfer Ordinance – General Merchandise Sales  
**Date:** 11/21/18

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The Downtown Salisbury Visitor Center is currently selling merchandise – including hats, t-shirts, coffee mugs, magnets and water bottles. These funds are remitted to the General fund and in order to keep this merchandise well stocked, the Visitor Center would like to employ regular quarterly budget amendments based on the sales number to put funds back into the Visitor Center Marketing Account.

As of 11/21/18 – the Downtown Visitor Center sold \$1,244.44 worth of merchandise and would like to remit those funds to the marketing account (11600-555512) from the General Merchandise Sold Fund (0010-01000-434717)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE FY 2019 GENERAL FUND BUDGET TO APPROPRIATE FUNDING TO THE BUSINESS DEVELOPMENT MARKETING FUND

WHEREAS, the City has sold \$1,244.44 worth of merchandise at the Downtown Salisbury Visitor Center as of November 21, 2018; and

WHEREAS, the City would like to return those funds to the Downtown Visitor Center Marketing Account on a regular basis to make sure the Visitor Center has a healthy stock of merchandise; and

WHEREAS, appropriations 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND THAT THE City's Fiscal Year 2019 General Fund Budget be and hereby is amended as follows:

- 1) Increase account 11600-555512 Marketing by \$1,244.44
- 2) Decrease account 0010-01000-434717 City Merchandise by \$1244.44

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this \_\_\_\_ day of \_\_\_\_\_ 2018, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

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

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

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2018.

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

# Memo

**To:** Amanda Pollack, Director of Infrastructure & Development

**From:** William T. Holland *WTH*

**Date:** November 7, 2018

**Re:** Route 13 North – Penntex 2 Annexation

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Attached is the completed package for the Route 13 North – Penntex 2 Annexation documents which includes Resolution's 2855 and 2856. Please have this scheduled for the December 3<sup>rd</sup> work session.

June 4, 2018

City of Salisbury  
Department of Building, Permitting & Inspections  
Attention: Mr. William T. Holland, Director  
125 North Division Street  
Salisbury, MD 21801

Re: Annexation Petition  
2815, 2825, 2835 N. Salisbury Blvd. Properties  
Map 20 – Grid 24 – Units 153, 185, 215  
City of Salisbury, Wicomico County, Maryland

Dear Mr. Holland,

We are pleased to submit the above referenced project site for consideration of Annexation within the City of Salisbury jurisdiction. The site measures approximately 2.33(+/-) acres; is zoned Commercial in the Wicomico County jurisdiction; is contiguous to the City of Salisbury boundary and is currently mostly commercial in use but for Unit 215 which is a residential use.

We are proposing demolition of all existing structures and improvements located on the properties and construction of two (2) free-standing commercial buildings (restaurants) along with customary amenities and improvements including parking facilities, stormwater management facilities, access driveways, landscaping, utilities and the like.

In regard to the City of Salisbury and Annexation Team meeting, please find enclosed the following materials for your review and consideration:

1. One (1) executed copy of the "City of Salisbury – Petition for Annexation"
2. One (1) "Preliminary Site Layout – Requested Annexation Area" plan prepared by Penntex Ventures, LLC; dated May 25, 2018.
3. One (1) Check payable to "City of Salisbury" in the amount of \$2,000.00.

Through prior correspondence with Ms. Amanda Pollack it is our understanding that our request has been tentatively scheduled for discussion and consideration at a work session meeting to occur on June 18, 2018. Be advised that members of our team intend to be present at such meeting and look forward to discussing our request in greater detail at that time.

Upon your review of the above and attached, should you require any further materials or have any questions, comments or concerns, please do not hesitate to call or email us at your convenience.

Sincerely,

PTV I, LLC (Equitable Owner/Applicant)

By:



William R. Owen, Project Design Manager

(enc.)

Cc: T. Donald, EVP – PTV – Via email only  
E. Donald, VP – PTV – Via email only  
S. Roddy, Project Coordinator – PTV – via email only  
J. Busch, Assistant Project Coordinator – PTV – via email only

# Memorandum

**To:** Amanda Pollack, Director, City of Salisbury Department of Infrastructure & Development  
**From:** Michael P. Sullivan, Esq.  
**Date:** 10/8/2018  
**Re:** *Fiscal Impact* – PTV I, LLC; North Salisbury Boulevard Annexation

PTV I, LLC (“PTV”) filed a Petition for Annexation (the “**Petition**”), dated May 25, 2018, with the City of Salisbury (the “**City**”), requesting the City annex the following parcels of lands:

- All that certain real property identified as Map 0020, Grid 0024, Parcel 0153, consisting of .92 acres more or less, and having a premises address of 2815 N. Salisbury Blvd., Salisbury, Maryland 21801 (Tax Identification Number of 05-029651) (“**Parcel 153**”);
- All that certain real property identified Map 0020, Grid 0024, Parcel 0185, consisting of 1.07 acres more or less, having a premises address of 2825 N. Salisbury Blvd., Salisbury, Maryland 21801 (Tax Identification Number of 05-032504) (“**Parcel 185**”); and,
- All that certain real property identified as Map 0020, Grid 0024, Parcel 0215, consisting of 25,303.54 square feet more or less, having a premises address of 2835 N. Salisbury Blvd., Salisbury, Maryland 21801 (Tax Identification Number of 05-093228) (“**Parcel 215**”).

(For purposes of this Memorandum, Parcel 153, Parcel 185 and Parcel 215 are hereinafter referred to collectively as the “**Annexed Property**”; and, the City’s annexation of the Annexed Property, as requested in the Petition filed by PTV, is hereinafter referred to as the “**PTV – N. Salisbury Blvd. Annexation**”). If approved, the PTV – N. Salisbury Blvd. Annexation will add 2.5+/- acres of land to the municipal boundaries of the City, which will be zoned as “General Commercial” under the Code for the City of Salisbury (the “**City Code**”). The proposed PTV – N. Salisbury Blvd. Annexation is expected to have an overall net positive fiscal impact on the City of \$8,313.60 annually. This Memorandum is intended to summarize the costs the City is estimated to incur and the revenues the City is estimated to generate from the proposed PTV – N. Salisbury Blvd. Annexation.

## Cost to the City:

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY2019 Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand – i.e., how much the costs incurred by the City for providing a service are likely to vary with each additional household or job (in the present case of the PTV – N. Salisbury Blvd. Annexation, cost projections are limited solely to jobs added by the subject annexation, since development of the Annexed Property, as planned by PTV, will be exclusively commercial). Some portion of all public services provided by the City is fixed, therefore, the cost to the City for providing such public services will remain constant regardless of new development; accordingly,

for purposes of this cost projection, the portion of such fixed costs is not assigned to new development arising from the PTV – N. Salisbury Blvd. Annexation. In light of such considerations, the annual costs to the City for the PTV – N. Salisbury Blvd. Annexation is estimated to be approximately \$14,300+/-.

**Revenues to the City:**

When land is annexed into the City, such land is subject to the municipal real property tax levied and imposed by the City. The municipal real property tax is applied to the value of land and improvements located thereon. Under the City's FY2019 Budget, the municipal real property tax rate is set at \$0.9832 per \$100 of assessed value. Since the actual assessed value of the improvements PTV has proposed for development upon the Annexed Property is unknown, this Memorandum estimates the assessed value of the Annexed Property, once developed as PTV has proposed, by computing the average assessed value of multiple comparable properties located within the municipal boundaries of the City. The source for the assessed values is Maryland's State Department of Assessments and Taxation.

Under PTV's proposed concept development plan, the Annexed Property would be developed for two free-standing restaurants, totaling more than 10,000+/- square feet of improvements. Once fully developed, the aggregate assessed value of the Annexed Property is estimated to be approximately \$2,300,000. Using the real property tax rate adopted by the City for its FY2019 Budget, the City's total expected annual revenue from municipal real property taxes levied on the Annexed Property (after its full development) is estimated to be \$22,613.60+/-.

It is difficult to make reliable projections about the activities of future businesses that may occupy new development projects. For this reason, the personal property tax receipts likely to accrue from future businesses operated within the Annexed Property are not included as part of the analysis contained in this Memorandum. Accordingly, the fiscal impact set forth in this Memorandum undercounts the total revenue the City can project from the Annexed Property once fully developed. It is also important to note: upon annexation of the Annexed Property (regardless of its development), the City can begin receiving some revenue from municipal real property taxes levied upon the Annexed Property. These property tax revenues – which would typically occur prior to development of the Annexed Property (and, hence, before the City incurs costs to provide certain public services for the Annexed Property) – are not included for purposes of the fiscal impact study set forth in this Memorandum.

Lastly, the City imposes certain user fees, license fees and permitting fees, which the City charges to applicants for permits and/or users of certain public services provided by the City. The revenues from these various fees are relatively small compared to the revenue generated by the City's municipal real property tax, and such fee revenue is not included for purposes of the fiscal impact study set forth in this Memorandum.

**Conclusion:**

Upon completion of PTV's proposed development of the Annexed Property, the PTV – N. Salisbury Blvd. Annexation will result in a positive fiscal impact to the City of approximately \$8,313.60 per year in constant 2018 dollars.



August 9, 2018

Ms. Julia Glanz, City Administrator  
City of Salisbury Government Office Building  
P.O. Box 870  
Salisbury, MD 21803

Re: Annexation Petition  
2815, 2825, 2835 N. Salisbury Blvd. Properties  
Map 20 – Grid 24 – Units 153, 185, 215  
City of Salisbury, Wicomico County, Maryland

Dear Ms. Glanz,

Pursuant to executed Agreements of Sale ("Agreements") between the Owners of the above noted parcels and PTV I, LLC ("Buyer"), a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania and authorized to do business in the State of Maryland, located at 400 Penn Center Boulevard, Building 4 – Suite 1000, Pittsburgh, PA 15235, its successors and assigns; Buyer provides this letter, in conjunction with previously submitted materials including an executed Petition for Annexation, as indication that the parties (Sellers and Buyer) mutually intend to move forward with the annexation of the above noted properties into the City of Salisbury; subject to an annexation agreement.

Buyer intends to enter into a final Annexation Agreement and is permitted to do so by the Sellers by virtue of the Agreements.

Sincerely,

PTV I, LLC (Equitable Owner/Applicant)

By:



William R. Owen, Project Design Manager

Cc: T. Donald, EVP – PTV – Via email only  
E. Baker, VP – PTV – Via email only  
S. Roddy, Project Coordinator – PTV – via email only  
J. Busch, Assistant Project Coordinator – PTV – via email only

# 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) # 153 - 2815 N. SALISBURY BLVD.  
185 - 2825 N. SALISBURY BLVD.  
215 - 2835 N. SALISBURY BLVD.  
Map # 20 - GRID 24

SIGNATURE (S)



5/25/18

Date

WILLIAM R. OWEN  
PROJECT DESIGN MANAGER

Date

ON BEHALF OF:

PTV I, LLC

Date

(EQUITABLE OWNER OF ALL PARCELS NOTED)

Date

**RESOLUTION NO. 2855**

A RESOLUTION of the City of Salisbury proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury to be known as the "Route 13 North - Penntex 2 Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the easterly right-of-way line of U.S. Route 13 North Salisbury Boulevard, thence by and with the northerly line of the land of PTV I, LLC.

WHEREAS the City of Salisbury has received a petition to annex dated May 25, 2018, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed binding upon the Northerly Corporate Limit of the City of Salisbury to be known as "Route 13 North - Penntex 2 Property Annexation" beginning for the same point on the Corporate Limit, said point lying on the easterly right-of-way line of U.S. Route 13, North Salisbury Boulevard, thence by and with the northerly line of the land of PVT I, LLC; and

WHEREAS the City of Salisbury has caused to be made a certification of the signatures on said petition for annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of June 19, 2018, and, as will more particularly appear by the certification of Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto; and

WHEREAS the petition dated May 25, 2018, meets all the requirements of applicable law; and

WHEREAS the public hearing is scheduled for January 14, 2019 at 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT it is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so as to annex to and include within the City all that parcel of land together with the persons residing therein and their property, contiguous to and binding upon the Northerly Corporate Limit of the

32 City of Salisbury beginning for the same point on the Corporate Limit, said point lying on the  
33 easterly right-of-way line of U.S. Route 13, North Salisbury Boulevard, thence by and with the  
34 northerly line of the land of PVT I, LLC, and being more particularly described on Exhibit "A"  
35 attached hereto and made a part hereof.

36 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the annexation of the  
37 said area be made subject to the terms, conditions and agreements in Exhibits A-C attached hereto  
38 and made a part hereof.

39 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Zoning Map of the  
40 City of Salisbury shall be amended to include this newly annexed property in the General  
41 Commercial Zoning District. Said property is presently classified as C-2 General Commercial  
42 District under the zoning laws of Wicomico County.

43 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council hold a public  
44 hearing on the annexation hereby proposed on January 14, 2019 at 6:00 p.m. in the Council  
45 Chambers at the City-County Office Building and the City Administrator shall cause a public notice  
46 of time and place of said hearing to be published not fewer than two (2) times at not less than  
47 weekly intervals, in a newspaper of general circulation in the City of Salisbury, which said notice  
48 shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing  
49 on the Resolution, which date shall be no sooner than 15 days after the final required date of  
50 publication specified above.

51 AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT this  
52 resolution shall take effect upon the expiration of forty-five (45) days following its final passage,  
53 subject, however, to the right of referendum as contained in the Local Government Article of the  
54 Maryland Code.

55 The above Resolution was introduced, read and passed at the regular meeting of the Council  
56 of the City of Salisbury held on the 10<sup>th</sup> day of December, 2018, having been duly published as

57 required by law in the meantime a public hearing was held on the 14<sup>th</sup> day of January, 2019, and  
58 was finally passed by the Council at its regular meeting held on the 14<sup>th</sup> day of January, 2019.

59

60

61 \_\_\_\_\_  
62 Kimberly R. Nichols,  
63 City Clerk

\_\_\_\_\_

John R. Heath,  
Council President

63

64 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2019.

65

66

67

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

# City of Salisbury



MARYLAND

Salisbury



JACOB R. DAY  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

125 NORTH DIVISION STREET  
SALISBURY, MARYLAND 21801  
Tel: 410-548-3170  
Fax: 410-548-3107

AMANDA H. POLLACK, P.E.  
DIRECTOR OF INFRASTRUCTURE  
& DEVELOPMENT

## CERTIFICATION

### NORTH SALISBURY BLVD. – PENTEX PHASE 2 ANNEXATION

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

Leslie C. Sherrill  
Surveyor

Date: 6/19/18

N Salisbury Blvd. – Pentex Phase 2 Certif.

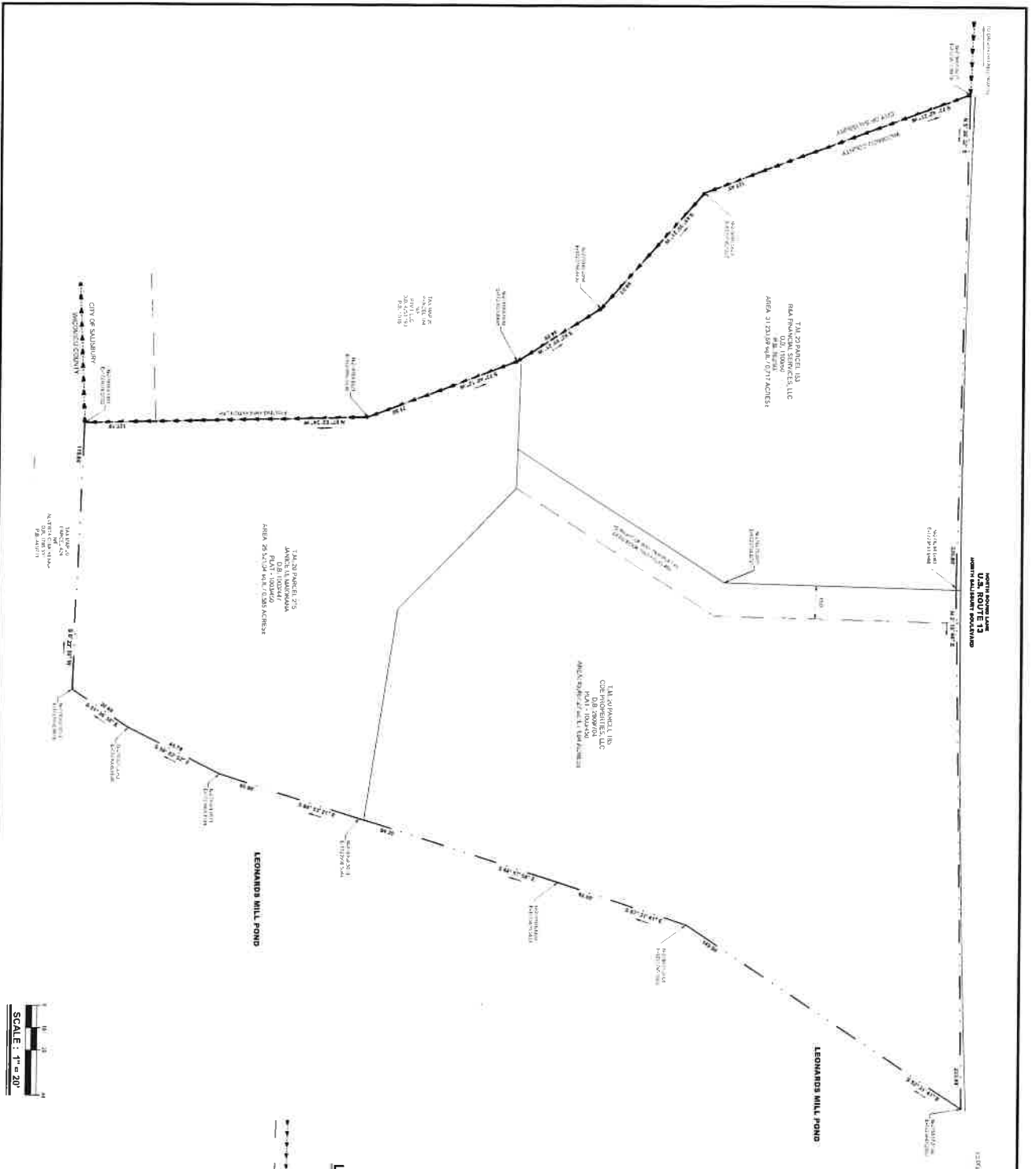
# EXHIBIT A

## Metes and Bounds Description

### ROUTE 13 NORTH – PENNTEX 2 PROPERTY ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the northerly Corporate Limit of the City of Salisbury to be known as “Route 13 North – Penntex 2 Property Annexation” beginning for the same at a point on the Corporate Limit, said point lying on the easterly right-of-way line of U. S. Route 13, North Salisbury Boulevard, X 1,211,186.94, Y 217,317.50; thence by and with the northerly line of the lands of PTV I, LLC, the following five courses: (1) North seventy-three degrees forty-two minutes nineteen seconds East (N 73° 42’ 19” E) one hundred twenty-seven decimal four, five (127.45) feet to a point X 1,211,309.27, Y 217,353.26; (2) North forty-five degrees thirty-five minutes nineteen seconds East (N 45° 35’ 19” E) sixty-nine decimal zero, three (69.03) feet to a point X 1,211,358.58, Y 217,401.57; (3) North sixty-two degrees five minutes nineteen seconds East (N 62° 05’ 19” E) forty-four decimal five, nine (44.59) feet to a point X 1,211,397.97, Y 217,422.44; (4) North seventy-three degrees forty minutes nineteen seconds East (N 73° 40’ 19” E) seventy-one decimal six, zero (71.60) feet to a point X 1,211,466.69, Y 217,442.57; (5) South eighty-seven degrees five minutes thirty-eight seconds East (S 87° 05’ 38” E) one hundred twenty-seven decimal one, eight (127.18) feet to a point X 1,211,593.71, Y 217,436.12; thence North six degrees twenty-two minutes fifty seconds East (N 06° 22’ 50” E) one hundred nineteen decimal six, eight (119.68) feet to a point on the southerly edge of Leonard’s Mill Pond X 1,211,607.01 Y 217,555.05; thence by and with the said line of Leonard’s Mill Pond the following six courses: (1) North fifty-one degrees thirty-six minutes fifty-eight seconds West (N 51° 36’ 58” W) thirty decimal four, eight (30.48) feet to a point X 1,211,583.11, Y 217,573.98; (2) North fifty-nine degrees two minutes fifty-two seconds West (N 59° 02’ 52” W) forty-five decimal seven, nine (45.79) feet to a point X 1,211,543.84, Y 217,597.53; (3) North sixty-eight degrees thirteen minutes twenty-one seconds West (N 68° 13’ 21” W) sixty-five decimal nine, zero (65.90) feet to a point X 1,211,482.64, Y 217,621.98; (4) North sixty-eight degrees seventeen minutes fifty-eight seconds West (N 68° 17’ 58” W) ninety-four decimal two, zero (94.20) feet to a point X 1,211,395.12, Y 217,656.81; (5) North sixty-seven degrees thirty-one minutes forty-one seconds West (N 67° 31’ 41” W) sixty decimal zero, zero (60.00) feet to a point X 1,211,339.68, Y 217,679.75; (6) North fifty-two degrees thirty-one minutes forty-one seconds West (N 52° 31’ 41” W) one hundred forty-nine decimal zero, zero (149.00) feet to a point on the aforementioned line of U. S. Route 13, North Salisbury Boulevard X 1,211,221.42, Y 217,770.39; thence with a chord of a curve on the said line of U. S. Route 13 South three degrees fifteen minutes forty-four seconds West (S 03° 15’ 44” W) two hundred thirty-three decimal four, nine (233.49) feet to a point on the said line of U. S. Route 13 X 1,211,208.14, Y 217,537.28; thence with a chord of a curve on the said line of U. S. Route 13 South five degrees thirty minutes thirty-two seconds West (S 05° 30’ 32” W) two hundred twenty decimal eight, zero (220.80) feet to the point of beginning and containing 2.343 acres, more or less, being Parcels 153, 185 & 215 on Tax Map 20. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

# Exhibit A – Annexation Plat



**LEGEND**

- FUTURE CONCRETE ROADWAY
- EXISTING ROADWAY
- EXISTING SIDEWALK
- EXISTING CITY OF SALISBURY PROPERTY

**SITE DATA**

PROJECT NO.	09772018
DATE	11/2018
SCALE	1" = 20'
OWNER	LANDS OF R&A FINANCIAL ENTERPRISES, LLC
DESIGNER	BECKER MORGAN GROUP
PROJECT NO.	09772018
DATE	11/2018
SCALE	1" = 20'
OWNER	LANDS OF R&A FINANCIAL ENTERPRISES, LLC
DESIGNER	BECKER MORGAN GROUP

**BECKER MORGAN GROUP**

ARCHITECTURAL ENGINEERING

1000 W. MARKET STREET, SUITE 100  
WILMINGTON, DE 19801  
TEL: 302.486.1000  
WWW.BMGARCHITECTURE.COM

**LANDS OF R&A FINANCIAL ENTERPRISES, LLC: JANICE M. MAIORANI, CDE PROPERTIES, LLC**

PARSONS ELECTRON DISTRICT  
WINCHESTER COUNTY, MD

**ANNEXATION BOUNDARY EXHIBIT**

**V101**





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

July 30, 2018

PenTex Ventures  
Real Estate Development  
400 Penn Center Boulevard, Building 4,  
Suite 1000  
Pittsburgh, PA 15235  
Attention: Mr. William R. Owen-Project Design Manager

RE: Annexation Zoning-2815, 2825, 2835 N. Salisbury Blvd.  
Map 20-Parcels 153, 185, and 215  
City of Salisbury, Wicomico County, Maryland

Dear Mr. Owen,

The Salisbury-Wicomico Planning Commission at its July 19, 2018 meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **General Commercial** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

If you have any questions, please don't hesitate to contact me.

Sincerely,

**Anne Roane**

City Planner  
Department of Infrastructure & Development  
City of Salisbury  
125 North Division St. Room 202  
Salisbury, MD 21801  
410-548-3170



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

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Department of Infrastructure & Development  
125 N. Division St., #202 Salisbury, MD 21801  
410-548-3170 (fax) 410-548-3107  
[www.salisbury.md](http://www.salisbury.md)



**Infrastructure and Development  
Staff Report  
Planning and Zoning Commission  
Meeting of July 19, 2018**

**I. BACKGROUND INFORMATION:**

**Project Name:** Penntex Phase 2 Annexation

**Applicant/Owner:** Penntex Ventures LLC

**Infrastructure and Development Project No.:** 18-015

**Nature of Request:** Zoning Recommendation for Annexation Request-2.33 Acres

**Location of Property:** Northerly side of the City of Salisbury, on the easterly side of US Route 13, adjacent to and south of Leonard's Mill Pond.

Tax Map and Parcel: 0020/0153, 0185, 0215

**A. Introduction.**

The City Administration has referred Penntex Ventures, LLC's request for the annexation of three parcels located on to the northerly side of the City of Salisbury, on the easterly side of US Route 13, adjacent to and south of Leonard's Mill Pond to the Planning Commission for review and recommendation of an appropriate zoning designation. **(See Attachments #1)**

Under the procedures established by the Mayor and City Council in 1987, the zoning classification of the area will be included in the resolution that annexes the property to the City. Prior to this policy, annexations were conducted by resolution and the zoning category established by a separate ordinance on a separate time schedule. This policy now puts the zoning classification and annexation on the same schedule.

The applicant is requesting to zone all three parcels General Commercial.

**B. Area Description.**

This annexation area consists of three parcels 2.33 acres in size. Each parcel have structures that are to be removed **(See Attachment #2.)** The two parcels fronting Route 13 are existing commercial uses and parcel 215 is residential.



The site is adjacent to the Aldi grocery store which is zoned General Commercial.

## **II. ZONING ANALYSIS.**

### **A. Existing Zoning.**

The annexation area and the adjoining area to the north is zoned C-2 General Commercial under the County Code. **(See Attachments #3)**

### **B. Zoning History.**

The proposed annexation area was zoned Commercial by the County on April 1, 1968. During the most recent Comprehensive Rezoning in September 2004, the area remained zoned C-2 General Commercial.

### **C. County Plan.**

The 2017 County Comprehensive Plan designates this area as "Commercial".

### **D. Zoning for Annexed Areas.**

#### **1. Introduction.**

Current City policy requires that all areas to be annexed shall be submitted to the Salisbury-Wicomico Planning Commission for review and recommendation of an appropriate zoning district. The Zoning Code does not establish specific procedures for zoning lands to be annexed to the City of Salisbury. The classification of future City areas, therefore, is conducted consistent with local adopted plan recommendations and Maryland Annexation Law.

#### **2. Adopted Plans.**

The Planning Commission is a jointly established agency for both the City of Salisbury and Wicomico County. One of its basic charges is to prepare and recommend various plans guiding the long-range development of both jurisdictions.



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

The information below summarizes the legal status of the plans currently in effect for Wicomico County and the City of Salisbury.

- a. The Salisbury Comprehensive Plan -The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. The Land Use Map of the City Plan designates this area as a "Low-density residential". A proposed amendment to the Comprehensive Plan is included on this agenda to correct this mistaken designation.
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted its Plan on February 3, 1998. The Land Use Map of the County Comprehensive Plan designates this area as "Metro Core." The 2017 County Plan designates this area as "Commercial".

**3. Maryland Law.**

House Bill 1141 made two changes to Annexation Procedures that became effective October 1, 2006. They are:

- 1. The Five-Year Rule.** First, the rule is applied solely on zoning. In the past, the five-year rule could be applied whenever a proposed new zoning classification was substantially different from the use envisioned "in the current and duly adopted master plan." The reference to the master plan is now gone and the issue becomes the degree of change from the current county zoning classification to the proposed municipal classification following the annexation. When the zoning change is from one residential zone to another, "substantially different" is now defined as a density change. The five-year rule will not kick in for a density change unless the proposed zoning is more dense by 50 percent.
- 2. Annexation Plans Required.** An annexation plan is required that replaces the "outline" for the extension of services and public facilities prior to the public hearing for an annexation proposal. This section contains no additional language for the content of the



annexation plan to be adopted, but does require it to be consistent with the municipal growth element for any annexations that begin after October 1, 2009. The Plan must be provided to the county and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

**III. DEVELOPMENT SCENARIO.**

**A. Proposed Use.**

The applicant is proposing to redevelop the three parcels for two restaurants. (See Attachment 4)

**B. Access.**

The property currently has two access points on Route 13. Upon redevelopment, the plan indicates one access point on Route 13 with a connection to the Aldi site, which has access from Dagsboro Road.

**C. Configuration and Design**

The annexation area is contiguous with the City boundary.

**D. Estimated Development Impacts.**

The development impact assessment traditionally pertains to a proposal for a residential development. This site is developed with a commercial facility and proposed for redevelopment as a restaurant use.

This site is located in the Paleochannel District. Review and approval of the Final Site Plan by the Planning Commission will be required by the Code.

**VI. RECOMMENDATION.**

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned Commercial in the County. The adopted Salisbury Comprehensive Plan designates this area as "Low density



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

residential. General Commercial zoning is proposed for the property upon annexation to the City. An amendment to the Salisbury Comprehensive Plan will be required.

Staff recommends that the Planning Commission determine that the proposed zoning is consistent with the existing Wicomico County zoning in this area. Further, that the Commission forward a Favorable recommendation to the Mayor and City Council for this property to be zoned General Commercial upon annexation, contingent upon adoption of the associated Comprehensive Plan amendment.



400 Penn Center Boulevard, Building 4  
Suite 1000  
Pittsburgh, PA 15235

T: 724-420-5367  
F: 724-420-5369

June 4, 2018

City of Salisbury  
Department of Building, Permitting & Inspections  
Attention: Mr. William T. Holland, Director  
125 North Division Street  
Salisbury, MD 21801

Re: **Annexation Petition**  
**2815, 2825, 2835 N. Salisbury Blvd. Properties**  
**Map 20 – Grid 24 – Units 153, 185, 215**  
**City of Salisbury, Wicomico County, Maryland**

Dear Mr. Holland,

We are pleased to submit the above referenced project site for consideration of Annexation within the City of Salisbury jurisdiction. The site measures approximately 2.33(+/-) acres; is zoned Commercial in the Wicomico County jurisdiction; is contiguous to the City of Salisbury boundary and is currently mostly commercial in use but for Unit 215 which is a residential use.

We are proposing demolition of all existing structures and improvements located on the properties and construction of two (2) free-standing commercial buildings (restaurants) along with customary amenities and improvements including parking facilities, stormwater management facilities, access driveways, landscaping, utilities and the like.

In regard to the City of Salisbury and Annexation Team meeting, please find enclosed the following materials for your review and consideration:

1. One (1) executed copy of the "City of Salisbury – Petition for Annexation"
2. One (1) "Preliminary Site Layout – Requested Annexation Area" plan prepared by Penntex Ventures, LLC; dated May 25, 2018.
3. One (1) Check payable to "City of Salisbury" in the amount of \$2,000.00.

Through prior correspondence with Ms. Amanda Pollack it is our understanding that our request has been tentatively scheduled for discussion and consideration at a work session meeting to occur on June 18, 2018. Be advised that members of our team intend to be present at such meeting and look forward to discussing our request in greater detail at that time.

**ATTACHMENT 1**



400 Penn Center Boulevard, Building 4  
Suite 1000  
Pittsburgh, PA 15235  
T: 724-420-5367  
F: 724-420-5369

Upon your review of the above and attached, should you require any further materials or have any questions, comments or concerns, please do not hesitate to call or email us at your convenience.

Sincerely,

PTV I, LLC (Equitable Owner/Applicant)

By:

A handwritten signature in blue ink, appearing to read "William R. Owen". The signature is written over a horizontal line.

William R. Owen, Project Design Manager

(enc.)

Cc: T. Donald, EVP – PTV – Via email only  
E. Donald, VP – PTV – Via email only  
S. Roddy, Project Coordinator – PTV – via email only  
J. Busch, Assistant Project Coordinator – PTV – via email only



# City of Salisbury

JACOB R. DAY  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR



MARYLAND

Salisbury



2010

125 NORTH DIVISION STREET  
SALISBURY, MARYLAND 21801  
Tel: 410-548-3170  
Fax: 410-548-3107

AMANDA H. POLLACK, P.E.  
DIRECTOR OF INFRASTRUCTURE  
& DEVELOPMENT

## CERTIFICATION

### NORTH SALISBURY BLVD. – PENTEX PHASE 2 ANNEXATION

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

Leslie C. Sherrill  
Surveyor

Date: 6/19/18

N Salisbury Blvd. – Pentex Phase 2 Certif.

# 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) # 153 - 2815 N. SALISBURY BLVD.  
185 - 2825 N. SALISBURY BLVD.  
215 - 2835 N. SALISBURY BLVD.  
Map # 20 - GRID 24

SIGNATURE (S)



5/25/18

Date

WILLIAM R. OWEN  
PROJECT DESIGN MANAGER

Date

ON BEHALF OF:

PTV I, LLC

Date

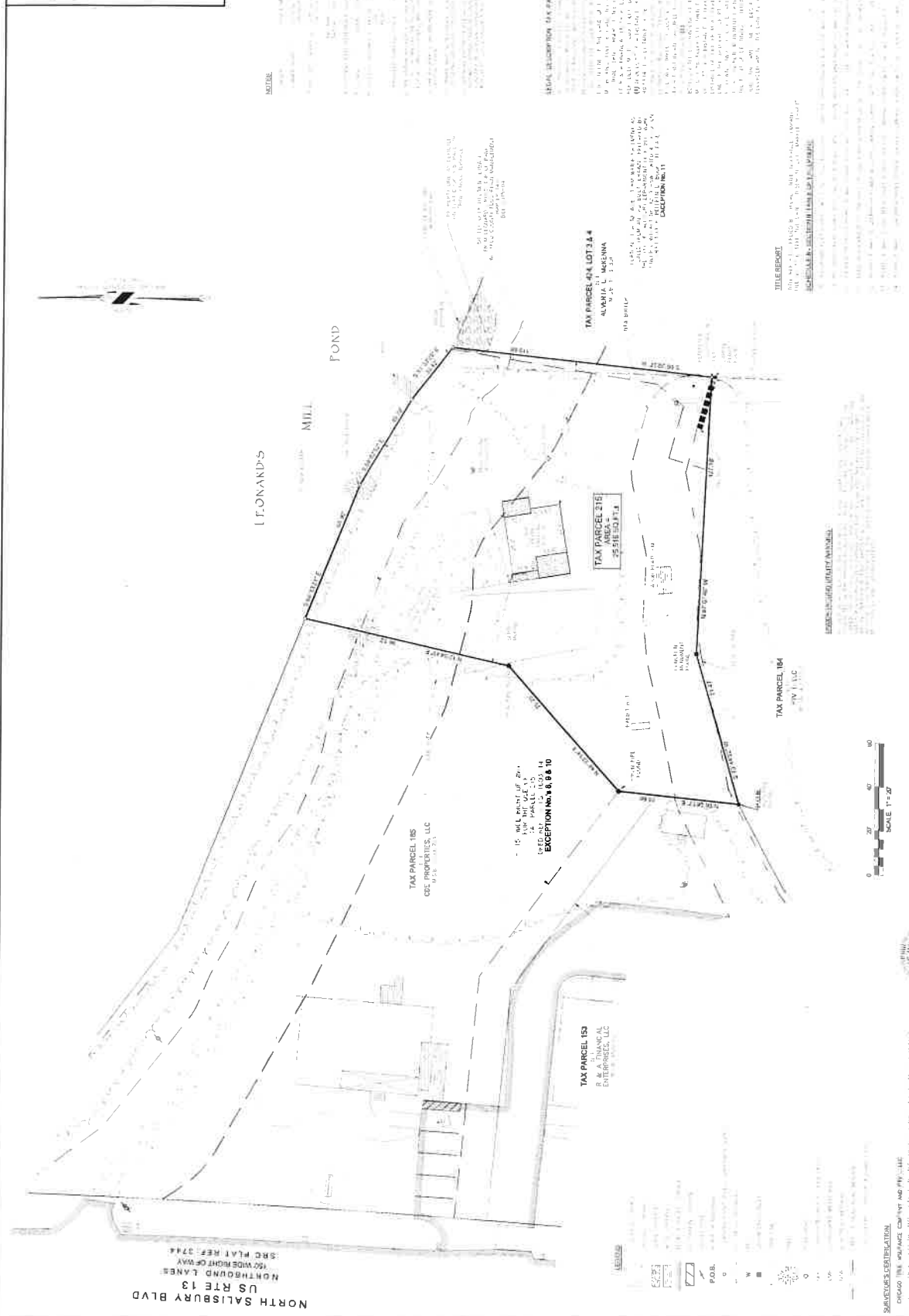
(EQUITABLE OWNER OF ALL PARCELS NOTED)

Date





VICINITY MAP  
Scale 1" = 100'



NORTH SALISBURY BLVD  
US RTE 13  
NORTHBOUND LANE  
SHE PLAT REF: 3744

NOTES

1. The survey was conducted in accordance with the provisions of the Surveying Act of 1987, as amended, and the rules and regulations of the Board of Surveying and Mapping of the State of Illinois.

LEGAL DESCRIPTION TAX PARCEL 215

1.50 ACRES, more or less, being the same as described in the plat of the Survey of the East 1/2 of Section 36, Township 35N, Range 10E, Meridian 12W, Cook County, Illinois, recorded in the Public Records of Cook County, Illinois, at Book 100, Page 100.

DISCLAIMER

The Surveyor does not warrant the accuracy or completeness of the information provided in this plat, and the Surveyor is not responsible for any errors or omissions in this plat.



JAMES W. WHITE & ASSOCIATES, LLC  
SURVEYING AND MAPPING  
1111 N. LAUREL ST., SUITE 200  
CHICAGO, IL 60610  
TEL: (773) 555-1234  
FAX: (773) 555-5678



SCALE 1" = 20'

SURVEYOR'S CERTIFICATION  
I, JAMES W. WHITE, Surveyor, do hereby certify that this plat was prepared by me or under my direct supervision and that I am a duly licensed Surveyor in the State of Illinois.

James W. White  
Surveyor

ALTA / NSRS LAND TITLE SURVEY  
JANICE MAE MAIORANA  
PTV, LLC

154 MAP 304 LAB 24, PARCEL 215  
IN THE 18TH ELECTION DISTRICT  
WISCONSIN COUNTY, IOWA

Table with 4 columns: Date, B.S.#, S.W., and other details.

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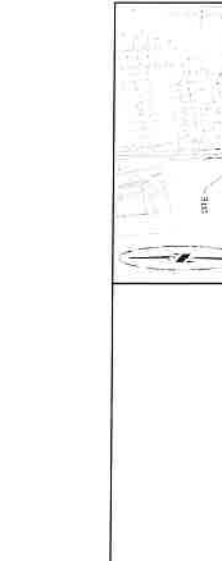
Table with 4 columns: Date, B.S.#, S.W., and other details.

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Table with 4 columns: Date, B.S.#, S.W., and other details.



**VICINITY MAP**  
SCALE 1" = 1000'

**NOTES:**

1. THIS SURVEY WAS PREPARED FOR THE PURPOSES OF A TITLE SURVEY.
2. THE SURVEY WAS CONDUCTED ON 12/17/2007.
3. THE SURVEY WAS CONDUCTED BY MEASUREMENT OF ANGLES AND DISTANCES.
4. THE SURVEY WAS CONDUCTED USING A TOTAL STATION INSTRUMENT.
5. THE SURVEY WAS CONDUCTED USING THE FOLLOWING DATA:

**LEGAL DESCRIPTION TAX PARCEL 153**

LOT 153 OF THE 2ND ADDITION TO THE 5TH & 6TH ST. SUBDIVISION, 1ST P.L.C., IN THE NORTHWEST QUARTER OF SECTION 34, T12N, R12E, S14W, COUNTY OF MONTGOMERY, MISSOURI, AS SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

**LEGAL DESCRIPTION TAX PARCEL 154**

LOT 154 OF THE 2ND ADDITION TO THE 5TH & 6TH ST. SUBDIVISION, 1ST P.L.C., IN THE NORTHWEST QUARTER OF SECTION 34, T12N, R12E, S14W, COUNTY OF MONTGOMERY, MISSOURI, AS SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

**LEGAL DESCRIPTION TAX PARCEL 155**

LOT 155 OF THE 2ND ADDITION TO THE 5TH & 6TH ST. SUBDIVISION, 1ST P.L.C., IN THE NORTHWEST QUARTER OF SECTION 34, T12N, R12E, S14W, COUNTY OF MONTGOMERY, MISSOURI, AS SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

**LEGAL DESCRIPTION TAX PARCEL 156**

LOT 156 OF THE 2ND ADDITION TO THE 5TH & 6TH ST. SUBDIVISION, 1ST P.L.C., IN THE NORTHWEST QUARTER OF SECTION 34, T12N, R12E, S14W, COUNTY OF MONTGOMERY, MISSOURI, AS SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

**LEGAL DESCRIPTION TAX PARCEL 118**  
CSE PROPERTIES, LLC

**LEGAL DESCRIPTION TAX PARCEL 215**  
JANICE MAE MAHAWA

**LEGAL DESCRIPTION TAX PARCEL 216**  
AREA 216

**LEGAL DESCRIPTION TAX PARCEL 104**  
PVT, LLC



**TITLE REPORT**

THE SURVEY WAS CONDUCTED FOR THE PURPOSES OF A TITLE SURVEY.

**EXEMPTION NO. 14**

**EXEMPTION NO. 17**

**EXEMPTION NO. 12**

**LEGEND**

1. SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

2. SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

3. SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

4. SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

**DATE**

12/17/2007

**SCALE**

1" = 20'

**LEGAL DESCRIPTION TAX PARCEL 118**  
CSE PROPERTIES, LLC

**LEGAL DESCRIPTION TAX PARCEL 215**  
JANICE MAE MAHAWA

**LEGAL DESCRIPTION TAX PARCEL 216**  
AREA 216

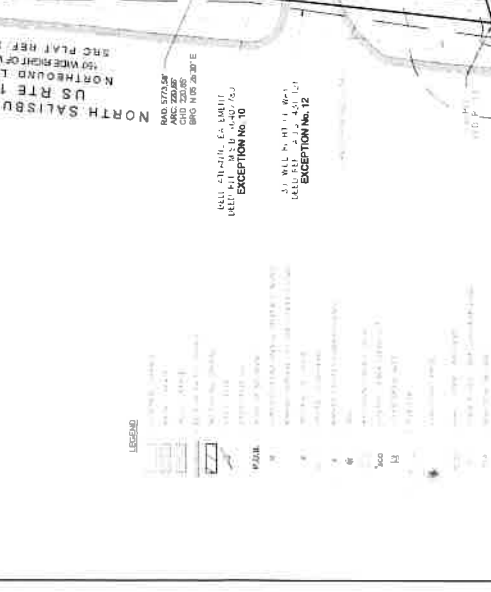
**LEGAL DESCRIPTION TAX PARCEL 104**  
PVT, LLC

**LEGAL DESCRIPTION TAX PARCEL 153**  
LOT 153 OF THE 2ND ADDITION TO THE 5TH & 6TH ST. SUBDIVISION, 1ST P.L.C., IN THE NORTHWEST QUARTER OF SECTION 34, T12N, R12E, S14W, COUNTY OF MONTGOMERY, MISSOURI, AS SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

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**LEGAL DESCRIPTION TAX PARCEL 155**  
LOT 155 OF THE 2ND ADDITION TO THE 5TH & 6TH ST. SUBDIVISION, 1ST P.L.C., IN THE NORTHWEST QUARTER OF SECTION 34, T12N, R12E, S14W, COUNTY OF MONTGOMERY, MISSOURI, AS SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

**LEGAL DESCRIPTION TAX PARCEL 156**  
LOT 156 OF THE 2ND ADDITION TO THE 5TH & 6TH ST. SUBDIVISION, 1ST P.L.C., IN THE NORTHWEST QUARTER OF SECTION 34, T12N, R12E, S14W, COUNTY OF MONTGOMERY, MISSOURI, AS SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.



**TITLE REPORT**

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**EXEMPTION NO. 14**

**EXEMPTION NO. 17**

**EXEMPTION NO. 12**

**LEGEND**

1. SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

2. SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

3. SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

4. SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

**DATE**

12/17/2007

**SCALE**

1" = 20'



**VICINITY MAP**  
SCALE 1" = 1000'

**NOTES:**

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**TITLE REPORT**

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**EXEMPTION NO. 17**

**EXEMPTION NO. 12**

**LEGEND**

1. SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

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3. SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

4. SHOWN ON THE PLAT THEREOF, RECORD 147, PAGE 200.

**DATE**

12/17/2007

**SCALE**

1" = 20'

**R & A FINANCIAL ENTERPRISES, LLC**

**PVT, LLC**

TAX MAP 201 ORD 24, PARCEL 153  
IN THE 18TH ELECTION DISTRICT  
COUNTY OF MONTGOMERY, MISSOURI

**FRANK WILFEN & ASSOCIATES, LLC**

3110 WEST 10TH AVE. SUITE 100  
SPRINGFIELD, MISSOURI 65802  
PH: (417) 865-7000  
WWW.FRANKWILFEN.COM

**MISSOURI LAND RECORDS OFFICE**

STATE OF MISSOURI

**STATE OF MISSOURI**

**CHICAGO TITLE INSURANCE COMPANY AND PVT, LLC**

1115 SOUTH MAIN STREET, SUITE 100  
SPRINGFIELD, MISSOURI 65802  
PH: (417) 865-7000

*Frank Wilfen*







**preliminary site layout  
(requested annexation area)**

8018/8088/8838 NORTH SALISBURY BLVD.  
SALISBURY, MD 21801

PROTOTYPE	DEVELOPER	DESIGNER
BLDG. #1	COMPANY: PENN TEX VENTURES, LLC	COMPANY: PENN TEX VENTURES, LLC
ACREAGE: 2.33 AC.	NAME: TIM WERNHAM	NAME: WILLIAM OYEN
PARKING SPACES: 139 SPACES	PHONE: 724-420-3307	PHONE: 724-420-3387

**SITE SUMMARY:**

Site Area: 2.33 acres  
Parking: 139 spaces



**RESOLUTION NO. 2856**

A RESOLUTION of the City of Salisbury to adopt an annexation plan for a certain area of land contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury, to be known as the "Route 13 North – Penntex 2 Property Annexation" beginning for the same point on the Corporate Limit, said point lying on the easterly right-of-way line of U.S. 13, North Salisbury Boulevard, thence by and with the northerly line of the lands PTV I, LLC.

WHEREAS the City of Salisbury is considering the annexation of a parcel of land contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury beginning for the same point on the Corporate Limit, said point lying on the easterly right-of-way line of U.S. 13, Boulevard, thence by and with the northerly line of the land of PTV I, LLC, and being more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS the City of Salisbury is required to adopt an annexation plan for the proposed area of annexation pursuant to the Local Government Article of the Maryland Annotated Code; and

WHEREAS the public hearing is scheduled for January 14, 2019, at 6:00p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT an annexation plan for the "Route 13 North – Penntex 2 Property Annexation," as set forth in Exhibit "B" attached hereto and made a part hereof, is adopted for that area of land located and binding upon the Northerly Corporate Limit of the City of Salisbury beginning for the same at a point on the Corporate Limit, said point lying on the easterly right-of-way line of U.S. Route 13 North Salisbury Boulevard; said parcel being contiguous to and binding upon the corporate limit of the City of Salisbury.

AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the Council hold a public hearing on the annexation plan hereby proposed on January 14, 2019, at 6:00p.m.in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of time and place of said hearing to be published not fewer than two (2) times at not less



29 than weekly intervals, in a newspaper of general circulation in the City of Salisbury, which said  
30 notice shall specify a time and place at which the Council of the City of Salisbury will hold a public  
31 hearing on the Resolution.

32 The above Resolution was introduced and read and passed at the regular meeting of the  
33 Council of the City of Salisbury held on the 10<sup>th</sup> day of December, 2018, having been duly published  
34 as required by law in the meantime a public hearing was held on January 14, 2019, and was finally  
35 passed by the Council at its regular meeting held on the 10<sup>th</sup> day of January 14, 2019.

36

37 \_\_\_\_\_  
38 Kimberly R. Nichols,  
39 City Clerk

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

40

41 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2019.

42 \_\_\_\_\_  
43 Jacob R. Day,  
44 Mayor

45

# EXHIBIT A

## Metes and Bounds Description

### ROUTE 13 NORTH – PENNTEX 2 PROPERTY ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the northerly Corporate Limit of the City of Salisbury to be known as "Route 13 North – PennTex 2 Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the easterly right-of-way line of U. S. Route 13, North Salisbury Boulevard, X 1,211,186.94, Y 217,317.50; thence by and with the northerly line of the lands of PTV I, LLC, the following five courses: (1) North seventy-three degrees forty-two minutes nineteen seconds East (N 73° 42' 19" E) one hundred twenty-seven decimal four, five (127.45) feet to a point X 1,211,309.27, Y 217,353.26; (2) North forty-five degrees thirty-five minutes nineteen seconds East (N 45° 35' 19" E) sixty-nine decimal zero, three (69.03) feet to a point X 1,211,358.58, Y 217,401.57; (3) North sixty-two degrees five minutes nineteen seconds East (N 62° 05' 19" E) forty-four decimal five, nine (44.59) feet to a point X 1,211,397.97, Y 217,422.44; (4) North seventy-three degrees forty minutes nineteen seconds East (N 73° 40' 19" E) seventy-one decimal six, zero (71.60) feet to a point X 1,211,466.69, Y 217,442.57; (5) South eighty-seven degrees five minutes thirty-eight seconds East (S 87° 05' 38" E) one hundred twenty-seven decimal one, eight (127.18) feet to a point X 1,211,593.71, Y 217,436.12; thence North six degrees twenty-two minutes fifty seconds East (N 06° 22' 50" E) one hundred nineteen decimal six, eight (119.68) feet to a point on the southerly edge of Leonard's Mill Pond X 1,211,607.01 Y 217,555.05; thence by and with the said line of Leonard's Mill Pond the following six courses: (1) North fifty-one degrees thirty-six minutes fifty-eight seconds West (N 51° 36' 58" W) thirty decimal four, eight (30.48) feet to a point X 1,211,583.11, Y 217,573.98; (2) North fifty-nine degrees two minutes fifty-two seconds West (N 59° 02' 52" W) forty-five decimal seven, nine (45.79) feet to a point X 1,211,543.84, Y 217,597.53; (3) North sixty-eight degrees thirteen minutes twenty-one seconds West (N 68° 13' 21" W) sixty-five decimal nine, zero (65.90) feet to a point X 1,211,482.64, Y 217,621.98; (4) North sixty-eight degrees seventeen minutes fifty-eight seconds West (N 68° 17' 58" W) ninety-four decimal two, zero (94.20) feet to a point X 1,211,395.12, Y 217,656.81; (5) North sixty-seven degrees thirty-one minutes forty-one seconds West (N 67° 31' 41" W) sixty decimal zero, zero (60.00) feet to a point X 1,211,339.68, Y 217,679.75; (6) North fifty-two degrees thirty-one minutes forty-one seconds West (N 52° 31' 41" W) one hundred forty-nine decimal zero, zero (149.00) feet to a point on the aforementioned line of U. S. Route 13, North Salisbury Boulevard X 1,211,221.42, Y 217,770.39; thence with a chord of a curve on the said line of U. S. Route 13 South three degrees fifteen minutes forty-four seconds West (S 03° 15' 44" W) two hundred thirty-three decimal four, nine (233.49) feet to a point on the said line of U. S. Route 13 X 1,211,208.14, Y 217,537.28; thence with a chord of a curve on the said line of U. S. Route 13 South five degrees thirty minutes thirty-two seconds West (S 05° 30' 32" W) two hundred twenty decimal eight, zero (220.80) feet to the point of beginning and containing 2.343 acres, more or less, being Parcels 153, 185 & 215 on Tax Map 20. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

## Exhibit B

### ANNEXATION PLAN FOR THE PTV I, LLC – N. SALISBURY BOULEVARD ANNEXATION TO THE CITY OF SALISBURY

October 11, 2018

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

- At a Work Session of the City of Salisbury Mayor and City Council, held on June 18, 2018, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by PTV I, LLC (“**PTV**”), dated May 25, 2018, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of land:
  - Map 0020, Grid 0024, Parcel 0153, consisting of .92 acres more or less, and having a premises address of 2815 N. Salisbury Blvd., Salisbury, Maryland 21801 and a Tax Identification Number of 05-029651 (“**Parcel 153**”);
  - Map 0020, Grid 0024, Parcel 0185, consisting of 1.07 acres more or less, having a premises address of 2825 N. Salisbury Blvd., Salisbury, Maryland 21801 and a Tax Identification Number of 05-032504 (“**Parcel 185**”); and,
  - Map 0020, Grid 0024, Parcel 0215, consisting of 25,303.54 square feet more or less, having a premises address of 2835 N. Salisbury Blvd., Salisbury, Maryland 21801 and a Tax Identification Number of 05-093228 (“**Parcel 215**”) (Parcel 153, Parcel 185 and Parcel 215 are hereinafter referred to collectively as the “**Annexed Property**”).
- At the July 19, 2018 Meeting of the Salisbury-Wicomico County Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Annexed Property and approved a favorable recommendation to the City for the proposed zoning of the Annexed Property.
- On \_\_\_\_\_, 2018, a Regular Meeting of the City of Salisbury Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City's annexation of the Annexed Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City's annexation of the Annexed Property, as requested by the Annexation Petition submitted by PTV. Furthermore, at the \_\_\_\_\_ 2018, Regular Meeting of the City of Salisbury Mayor and City Council, the City Council directed that this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, within thirty (30) days of the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

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

**1.1. Petitioners for Annexation of the Annexed Property.**

(a) **Parcel 153.** PTV is the Petitioner for annexation of Parcel 153. Pursuant to an Agreement of Sale, dated October 14, 2016, by and between PTV and R & A Financial Enterprises, LLC (“**R&A**”), R&A agreed to convey unto PTV, and PTV agreed to purchase from R&A, all that certain real property defined herein as Parcel 153. In accordance with the aforesaid Agreement of Sale, PTV has an equitable interest in the annexation of Parcel 153; and, PTV is acting as the developer of Parcel 153 and all other parcels of land comprising the Annexed Property which is the subject of this Annexation Plan.

(b) **Parcel 185.** PTV is the Petitioner for annexation of Parcel 185. Pursuant to an Agreement of Sale, dated July 18, 2016, by and between PTV and CDE Properties, LLC (“**CDE**”), CDE agreed to convey unto PTV, and PTV agreed to purchase from CDE, all that certain real property defined herein as Parcel 185. In accordance with the aforesaid Agreement of Sale, PTV has an equitable interest in the annexation of Parcel 185; and, PTV is acting as the developer of Parcel 185 and all other parcels of land comprising the Annexed Property which is the subject of this Annexation Plan.

(c) **Parcel 215.** PTV is the Petitioner for annexation of Parcel 215. All that certain real property defined herein as Parcel 215 was conveyed unto PTV by Deed from Janice Mae Maiorana (a/k/a Janice Mae Maiorana-Smith), dated September 11, 2018 and recorded among the Land Records of Wicomico County, Maryland in Liber 4377, folio 90.

**1.2. Location.**

(a) **Parcel 153.** Parcel 153 is located on the easterly side of N. Salisbury Blvd. (i.e. U.S. Route 13, having a premises address of 2815 N. Salisbury Blvd., Salisbury, Maryland 21801 (Map 0020, Grid 0024, Parcel 0153).

(b) **Parcel 185.** Parcel 185 is located on the easterly side of N. Salisbury N. Salisbury Blvd. (i.e. U.S. Route 13) and is bounded on, the northerly side, by Leonard’s Mill Pond, having a premises address of 2825 N. Salisbury Blvd., Salisbury, Maryland 21801 (Map 0020, Grid 0024, Parcel 0185).

(c) **Parcel 215.** Parcel 215 is located on the easterly side of both Parcel 153 and Parcel 185, and is bounded, on the northerly side, by Leonard’s Mill Pond, having a premises address of 2835 N. Salisbury Blvd., Salisbury, Maryland 21801 (Map 0020, Grid 0024, Parcel 0215).

**1.3. Property Description.** The Annexed Property consists of 2.33 +/- acres of land more or less and is comprised of Parcel 153, Parcel 185 and Parcel 215, as more particularly described hereinabove.<sup>1</sup> Parcel 153 is depicted by a survey titled, “ALTA/NSPS Land Title Survey of the Land of R & A Financial Enterprises, LLC Prepared for PTV I, LLC”, attached hereto and incorporated herein as **Attachment 1**. Parcel 185 is depicted by a survey titled, “ALTA/NSPS Land Title Survey of the Land of CDE Properties, LLC Prepared for PTV I, LLC”, dated December 27, 2017, attached hereto and incorporated herein as **Attachment 2**. Parcel 215 is depicted by a survey titled, “ALTA/NSPS Land Title Survey of the Land of Janice Mae Maiorana

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<sup>1</sup> Enclosed with its Annexation Petition, PTV provided an Alta Survey for each of the Annexed Property’s three parcels (i.e. Parcel 153, Parcel 185 and Parcel 215). Based on those Alta Surveys, PTV calculates the total acreage for the Annexed Property to measure 2.33+/- acres. However, it should be noted: the Maryland State Department of Assessments and Taxation (“**SDAT**”) calculates the total acreage of the Annexed Property to measure 2.57+/- acres.

Prepared for PTV I, LLC”, dated December 27, 2017, attached hereto and incorporated herein as *Attachment 3*.

**1.4. Existing Zoning.** All of the Annexed Property is now zoned C-2, General Commercial under the Wicomico County Code.

- (a) **Parcel 153.** Parcel 153 adjoins C-2 zoned property to the north (i.e. Parcel 185) and to the east (i.e. Parcel 215) and adjoins property identified as Map 0020, Grid 0024, Parcel 0184 (“**Parcel 184**”) to the south, which said Parcel 184 is located within the municipal limits of the City of Salisbury and is zoned “General Commercial” under the City of Salisbury Code.
- (b) **Parcel 185.** Parcel 185 adjoins Leonard Mill Pond to the north and adjoins Parcel 153 to the south and Parcel 215 to the east, both of which are zoned C-2, General Commercial under the Wicomico County Code.
- (c) **Parcel 215.** Parcel 215 is adjoined: by Parcels 153 and 185 to the west, both of which are zoned C-2, General Commercial under the Wicomico County Code; by Leonard Mill Pond to the north; and by Parcel 184 to the south, which is located within the municipal limits of the City of Salisbury and is zoned “General Commercial” under the City of Salisbury Code.

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

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

- (a) The City of Salisbury adopted the current Comprehensive Plan in 2010. The Annexed Property is located within the City of Salisbury’s designated municipal growth area.<sup>2</sup>
- (b) With respect to annexation of lands, the goal of the City of Salisbury’s Comprehensive Plan is as follows: “To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

**2.2. Proposed Zoning for Annexed Property.** Upon annexation, the Annexed Property is proposed to be zoned as “General Commercial”. Per Section 17.36.010 of the City of Salisbury Code, the purpose of the “General Commercial” zoning district is “to provide a wide range of functional and attractive regional retail, office, service, wholesale, storage, distributing and light manufacturing activities.” In a letter to PTV, dated July 30, 2018, from Anne Roane, City Planner for the City of Salisbury, informing PTV the Planning Commission had forwarded a favorable recommendation to the Mayor and Council for the Annexed Property to be zoned General Commercial upon annexation, Ms. Roane explained: the Planning Commission found that the proposed zoning of General Commercial for the Annexed Property is consistent with Wicomico County’s General Commercial zoning district and the recommendation provided in the City of Salisbury’s Comprehensive Plan for commercial development in the area of the Annexed Property.

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<sup>2</sup> Pursuant to Resolution No. 2669, the City of Salisbury’s Comprehensive Plan was amended to correctly identify the land use designation of the Annexed Property, as well as other properties within the City of Salisbury’s municipal growth area, including Parcel 184, as “commercial”.

**2.3. Proposed Land Use for Annexed Property.** PTV proposes to redevelop the Annexed Property for two free-standing restaurants in accordance with the concept development plan submitted with the Annexation Petition filed by PTV (a copy of PTV's concept development plan for the Annexed Property is attached hereto and incorporated herein as *Attachment 4*).

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

**3.1. Roads.**

- (a) Currently, the Annexed Property has two (2) access points on U.S. Route 13 (i.e. N. Salisbury Blvd.). Upon redevelopment of the Annexed Property, PTV's concept development plan (*see Attachment 4*) indicates one access point on U.S. Route 13 with a connection to Parcel 184 (commonly known as the "Aldi site"), which has access to Dagsboro Road. The City of Salisbury Department of Infrastructure and Development will ultimately evaluate and make a determination about this proposed access configuration upon PTV's submittal of a final site development plan for the City's review and approval.
- (b) Sidewalks built to City standards would be located: (i) along the full road frontages around the portions of the Annexed Property's perimeter which adjoin public roadways; and, (ii) internal to the site connecting the Annexed Property to Parcel 184 (i.e. the Aldi site).

**3.2. Water and Wastewater Treatment.** In keeping with its concept development plan, PTV's redevelopment of the Annexed Property will create a demand of about 10,000 gallons per day. At its expense, PTV will connect to existing public water and sewerage facilities in the area at the direction of the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Annexed Property upon its redevelopment.

**3.3. Schools.** As a non-residential use, the Annexed Property will not generate pupil enrollment and will have no impact on school capacity.

**3.4. Parks and Recreation.** As a non-residential use, the Annexed Property will have no impact on park and recreational facilities, nor will PTV's planned redevelopment of the Annexed Property generate a demand for park and recreational facilities.

**3.5. Fire, E.M., and Rescue Services.** The Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services to residents of the Salisbury Fire District. The Annexed Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will provide the aforesaid services to the Annexed Property.

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

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

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

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

- (a) The Annexed Property is located along and, except for Parcel 215, is immediately adjacent to U.S. Route 13 (i.e. N. Salisbury Blvd.) at the northern gateway to the Salisbury Boulevard commercial corridor. PTV's proposed commercial use of the Annexed Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Annexed Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. PTV's proposed redevelopment of the Annexed Property would serve existing and future residents in this region of the City of Salisbury and would create various types of new jobs.
- (b) Attempts have been made to secure a development scenario that would be accessible by walking and would promote greater accessibility overall. The road constructed at the entrance to Parcel 184 (i.e. the Aldi site) along Dagsboro Road opposite Dickerson Lane will be extended through the Annexed Property, thereby connecting the Annexed Property to the entranceway on Parcel 184 for Dagsboro Road. Sidewalks would be constructed along the full road frontages around the portions of the Annexed Property's perimeter which adjoin public roadways.
- (c) PTV will be required to connect the Annexed Property by road and by pedestrian way to Parcel 184 (i.e. the Aldi site).
- (d) The thoughtful use of landscape design will enhance the quality of the streetscape in the area of the Annexed Property, which will improve it over existing conditions. For example: PTV will provide enhanced site landscaping at the site of the Annexed Property which recognizes and otherwise displays the "gateway" character of the Annexed Property; and, PTV will also provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Annexed Property and the residentially zoned properties adjoining portions of the Annexed Property (i.e. the residentially zoned properties adjoining Parcel 215 on the easterly side).
- (e) The Annexed Property is located within the City of Salisbury's designated Paleochannel District, which is intended to protect and conserve the water resources of the Paleochannel, an ancient riverbed at a depth of 100 to 200 feet below the surface which is estimated to hold approximately 7 billion gallons of water. Development projects in the Paleochannel District are required to undergo site plan review and approval by the Planning Commission and comply with certain protection performance standards.









# Attachment #4

## preliminary site layout (requested annexation area)

2815/2025/2035 NORTH SALISBURY BLVD.  
SALISBURY, MD 21601

PROTOTYPE	DEVELOPER:	DESIGNER:
BLOC SF	COMPANY: PENN TEX VENTURES LLC	COMPANY: PENN TEX VENTURES LLC
ACREAGE: 2.33 AC.	NAME: TIA WEINMAN	NAME: WILLIAM OWEN
PARKING SPACES: 139 SPACES	PHONE: 734-420-5367	PHONE: 734-420-5367

### SITE SUMMARY:

Site Area: 2.33 acres  
Parking: 139 spaces





# PTV I, LLC – NORTH SALISBURY BOULEVARD ANNEXATION

## EXHIBIT C

### ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** (“**Agreement**”) is made this \_\_\_\_ day of October, 2018, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “**City**”), and *PTV I, LLC*, a Pennsylvania limited liability company (“**PTV**”) (the City and PTV are hereinafter referred to collectively as the “**Parties**”).

### RECITALS

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

**WHEREAS**, pursuant to that certain Agreement of Sale, dated October 14, 2016, by and between R & A Financial Enterprises, LLC (“**R&A**”) and PTV, R&A agreed to convey unto PTV, and PTV agreed to purchase from R&A, all that certain real property identified as Map 0020, Grid 0024, Parcel 0153, consisting of .92 acres more or less, and having a premises address of 2815 N. Salisbury Blvd., Salisbury, Maryland 21801 (“**Parcel 153**”);

**WHEREAS**, pursuant to that certain Agreement of Sale, dated July 18, 2016, by and between CDE Properties, LLC (“**CDE**”) and PTV, CDE agreed to convey unto PTV, and PTV agreed to purchase from CDE, all that certain real property identified as Map 0020, Grid 0024, Parcel 0185, consisting of 1.07 acres more or less, having a premises address of 2825 N. Salisbury Blvd., Salisbury, Maryland 21801 (“**Parcel 185**”);

**WHEREAS**, PTV is the owner of all that certain real property identified as Map 0020, Grid 0024, Parcel 0215, consisting of 25,303.54 square feet more or less, having a premises address of 2835 N. Salisbury Blvd., Salisbury, Maryland 21801 (“**Parcel 215**”), pursuant to a Deed, dated September 11, 2018, from Janice Mae Maiorana (a/k/a Janice Mae Maiorana-Smith) (“**Maiorana-Smith**”) to PTV, recorded among the Land Records of Wicomico County, Maryland in Liber 4377, folio 90 (Parcel 153, Parcel 185 and Parcel 215 are hereinafter referred to collectively as the “**Property**”);

**WHEREAS**, upon acquiring title to all three (3) parcels of land comprising the Property, PTV intends to re-subdivide the three (3) parcels of the Property into two (2) parcels, as described in *Exhibit A* attached hereto and incorporated herein;

**WHEREAS**, upon PTV’s acquisition of all parcels comprising the Property (i.e. Parcel 153, Parcel 185 and Parcel 215), and following PTV’s subdivision of the Property into two (2) parcels as described in *Exhibit A*, PTV intends to construct upon the Property certain commercial buildings and associated site improvements consistent with the use of property located in the City’s General Commercial zoning district;

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

**WHEREAS**, PTV, with the consent of each of R&A, CDE and Maiorana-Smith, submitted a Petition for Annexation (the “**Petition**”), dated May 25, 2018, requesting the City annex each parcel of land which makes up the Property as contemplated herein;

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

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

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

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

**1. Effective Date.**

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

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

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

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

**3. Warranties & Representations of PTV.**

(a) This Agreement shall constitute the written consent of PTV to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). PTV represents and warrants to the City that it has the full power and authority to sign this Agreement and that PTV is the sole owner of the Property more particularly described in *Exhibit A* and, thus, constitutes the owner of one hundred percent (100%) of the assessed value of the Property. PTV further represents and warrants to the City that there is no action pending against, or otherwise involving, PTV that would affect, in any way, the right and authority of PTV to execute this Agreement.

(b) PTV expressly acknowledges and agrees that it will receive a benefit from and upon the City's annexation of the Property; accordingly, by PTV's execution of this Agreement, PTV agrees, as a bargained-for condition for the City's annexation of the Property, to waive and relinquish any and all right

it has or may have to withdraw its consent to the City's annexation of the Property or any portion thereof. PTV shall not petition the Annexation Resolution to referendum and, in the event the Annexation Resolution is petitioned to referendum and PTV is permitted to vote in such referendum, PTV shall vote in favor of the Annexation Resolution.

**4. Application of City Code and Charter.**

From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter (the "Charter") and the Salisbury Municipal Code (the "City Code") shall have full force and effect within the Property, except as otherwise expressly set forth herein.

**5. Municipal Zoning.**

Upon the effective date of the Annexation Resolution, the Property shall be zoned General Commercial.

**6. Municipal Services.**

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

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

**7. Standards & Criteria.**

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

**8. City Boundary Markers.**

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

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

9. **Development Considerations.**

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

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

(c) **Contribution to Area Improvement.** PTV agrees to install sidewalks along the full public road frontage of the Property and to install pedestrian walkways within the Property in such manner and to such extent as determined necessary and appropriate by the City's Department of Infrastructure and Development.

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

(i) Prior to PTV's submission or filing of any application or request for issuance of a permit for or relating to PTV's development of the Property, including an application for a building permit, or upon the expiration of one hundred twenty (120) days from the effective date of the Annexation Resolution, whichever occurs first, PTV shall pay to the City a non-refundable development assessment in the amount of Twenty-One Thousand Dollars and 00/100 (\$21,000.00) (the "**Development Assessment**"). PTV expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement.

(ii) In the event PTV fails to pay the Development Assessment to the City in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, PTV shall make payment of the Development Assessment, including all late charges incurred thereon, if any, to the City, prior to the City's issuance of any permit for or relating to any development of the Property.

(iii) The Parties expressly acknowledge and agree the Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against PTV or the Property in accordance with the terms and conditions of this Agreement and/or pursuant to any law or regulation applicable to the Property and/or the development thereof.

(e) **Community & Environmental Design.** PTV expressly acknowledges and agrees that any development plan for the Property shall: feature strong pedestrian, functional and visual relationships from

the street and sidewalk to the front entrance of each structure constructed at or upon the Property; include enhanced site landscaping which recognizes and otherwise displays the "gateway" character of the Property; and, provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Property and the residentially zoned properties adjoining portions of the Property.

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

- (i)** The Parties expressly acknowledge and agree that extensions of public water and sanitary sewer utilities will be necessary to meet the utility service requirements for and within the Property. Accordingly, the Parties expressly acknowledge and agree that PTV shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, such public water and sanitary sewer utility extension(s), including water and sewer main(s), trunk line(s), fire hydrant(s) and appurtenant facilities, required or imposed to serve the development or redevelopment of, or any other site improvements to or for, the Property or any portion thereof, in accordance with the City's standards and specifications.
- (ii)** In addition to the provisions set forth in Section 9(f)(i), PTV's design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the Property shall be governed by the terms and conditions of a Public Works Agreement, by and between PTV and the City (the "PWA"), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective, with the express agreement that execution of the PWA by the Parties will not be unreasonably conditioned, withheld or delayed; provided, however, no permit may be issued to PTV, or any party acting on its behalf, for any work associated with PTV's development of the Property, or any portion thereof, until the PWA has been executed by the Parties.

**10. RECORD PLAT.**

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

**11. NOTICES.**

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

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

PTV I, LLC  
c/o Ted Donald  
400 Penn Center Boulevard, Building 4  
Suite 1000  
Pittsburgh, PA 15235

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

City of Salisbury



c/o Amanda H. Pollack, P.E., Director  
Department of Infrastructure and Development  
125 N. Division Street, Room 202  
Salisbury, Maryland 21801

*With a copies to:*  
Michael P. Sullivan, Esquire  
Cockey, Brennan & Maloney, P.C.  
313 Lemmon Hill Lane  
Salisbury, Maryland 21801

S. Mark Tilghman, Esquire  
Seidel, Baker & Tilghman, P.A.  
110 N. Division Street  
Salisbury, MD 21801  
City Solicitor

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

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

**13. Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

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

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

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

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

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

**(r) Construction.** This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Section headings are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Agreement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

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

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

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

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

**ATTEST/WITNESS:**

**“PTV”:**

**PTV I, LLC**

\_\_\_\_\_

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

**THE "CITY":**  
**City of Salisbury, Maryland**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Jacob R. Day, Mayor

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

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared TED DONALD, who

acknowledged himself to be an Authorized Representative of PTV I, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of PTV I, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

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

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

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACOB R. DAY, who acknowledged himself to be the MAYOR of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

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

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

**CERTIFICATION BY ATTORNEY**

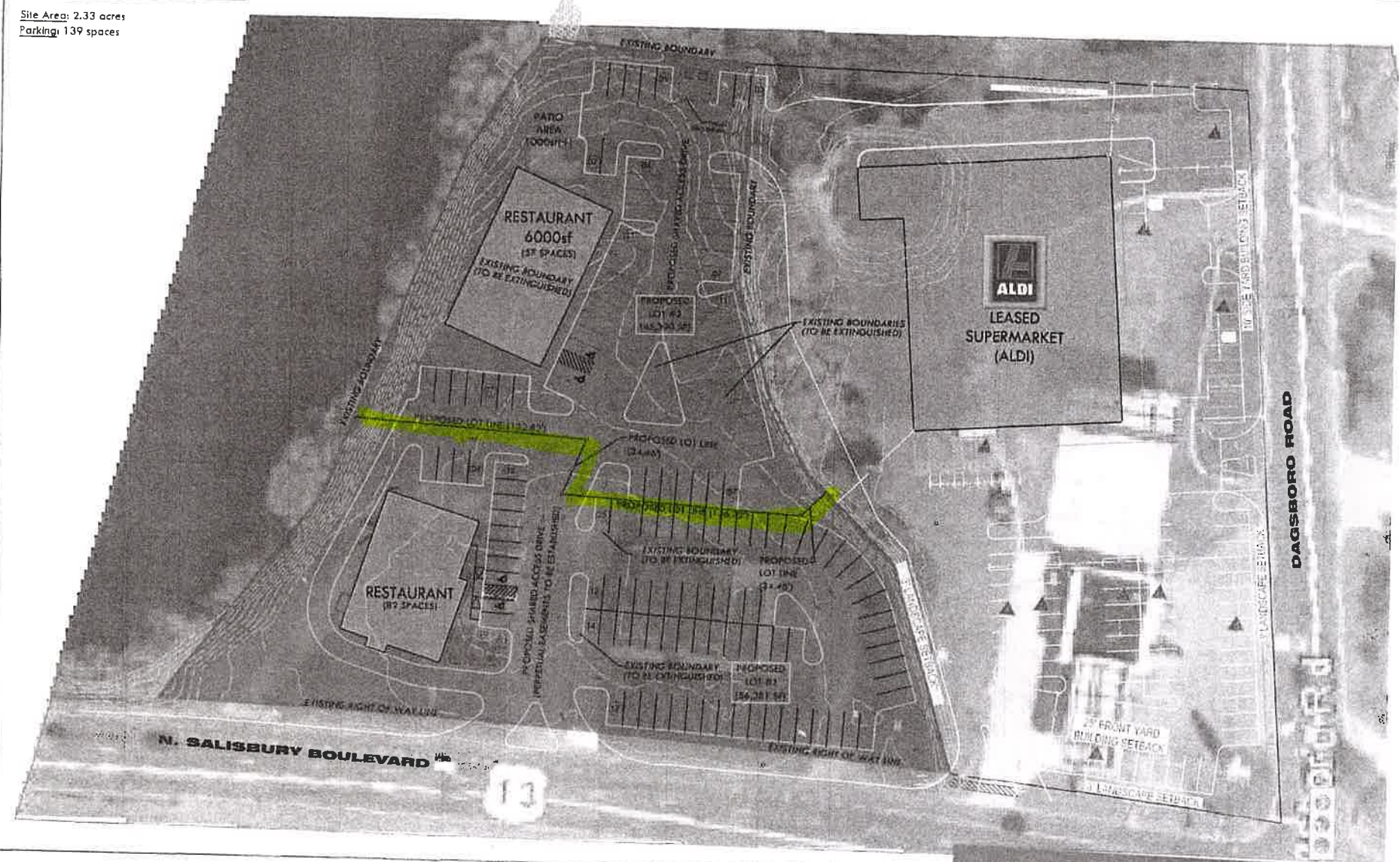
I hereby certify that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

\_\_\_\_\_  
**Michael P. Sullivan, Esq.**

<b>preliminary site layout (requested annexation area)</b>		<b>2815/2825/2835 NORTH SALISBURY BLVD. SALISBURY, MD 21801</b>	
PROTOTYPE:	DEVELOPER:	DESIGNER:	
BLDG. SF:	COMPANY: PENN TEX VENTURES,LLC	COMPANY: PENN TEX VENTURES,LLC	
ACREAGE: 2.33 AC.	NAME: TIM WEINMAN	NAME: WILLIAM OWEN	
PARKING SPACES: 139 SPACES	PHONE: 724-420-5367	PHONE: 724-420-5367	

**SITE SUMMARY:**

Site Area: 2.33 acres  
 Parking: 139 spaces





AS AMENDED ON SEPTEMBER 26, 2016

RESOLUTION NO. 2669

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, TO AMEND THE ADOPTED 2010 CITY OF SALISBURY COMPREHENSIVE PLAN. ~~DATED MAY 2012~~

**WHEREAS**, the Land Use Article of the Annotated Code of Maryland delegates planning and land use authority to certain local governments in the State of Maryland, including the City of Salisbury, and enable the City to guide its future growth and development; and

**WHEREAS**, in accordance with the applicable provisions of the Land Use Article, §3-204(c)(2), of the Maryland Annotated Code, the following two corrective actions have occurred to the adopted 2010 *City of Salisbury Comprehensive Plan*: 1) 4 parcels totaling approximately 5.081 acres of land situated in the Parsons Election District. The parcels are shown on County Tax Map #20, Parcels #153, 184, 185, and 215. The land use of the aforementioned properties has been changed from Low Density Residential to Commercial (Map 11-3 and 11-4); and 2) all or portions of 22 parcels totaling approximately 55.47 acres of land situated in the Parsons Election District. The parcels shown on Tax Map 39 include: 424; portion of 264 (4.4 acres +/-); 264 (Section 1/Block A/ Lots 1, 2, 3, 4, 5, 6, 7B, 11, 12C, 13, 14, 15, 16AA); 264 (Section 1/Block B/Lots 3A, 5B, 8AA, 11AA, 15AA, and), portion 428 (6.2 acres +/-). In addition, a portion of parcel 01 (approx. 2.7 +/- acres) shown on Tax Map 40. The aforementioned properties, listed in action #2, have been incorporated into Map 11-3 and 11-4 with a land use classification of Mixed Use; and

**WHEREAS**, the Salisbury Planning Commission conducted an advertised Public Hearing on July 20, 2016, to hear from opponents and proponents of the proposed amendments. At which time, no public comments were received, and the Salisbury Planning Commission unanimously voted to recommend approval of the proposed amendments to the Mayor and City Council; and

**WHEREAS**, the Salisbury City Council held an advertised Public Hearing on September 26, 2016, to hear from opponents and proponents of the proposed amendments. At which time, no public comments were received, and the Salisbury City Council reviewed and approved the amendments to the 2010 *City of Salisbury Comprehensive Plan*; and


**NOW, THEREFORE**, be it resolved by the City of Salisbury, Maryland, the 2010 *City of Salisbury Comprehensive Plan* has been amended to include the amendments as contained in this Resolution; and

**AND BE IT FURTHER RESOLVED**, this Resolution be affixed to and be made part of the 2010 *City of Salisbury Comprehensive Plan*;

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury held on the 26<sup>th</sup> day of September, 2016, and is to become effective immediately upon adoption.

ATTEST:

  
Diane K. Carter, Assistant City Clerk

  
John R. Heath, City Council President

APPROVED BY ME THIS

27 day of SEPTEMBER, 2016.

  
Jacob R. Day, Mayor



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

To: Julia Glanz, City Administrator  
From: Anne Roane, City Planner   
Date: November 7, 2018  
Re: Ordinance to modify Chapter 17 to allow Hairdresser Shop in the Light Industrial Zoning District

---

This proposed text amendment to Chapter 17, Section 76.020A – Light Industrial District will allow a Hairdresser Shop as a permitted use. The amendment was requested by The Law Office of Cockey, Brennan & Maloney, P.C., on behalf of Davis Simpson Holdings, LLC, and was supported by Staff and the Planning Commission.

Text amendments require two Public Hearings in order to be adopted. The first required Public Hearing was held by the Planning Commission on October 18, 2018. A second Public Hearing will be set by the City Council.

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



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**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND, PURSUANT TO CHAPTER 17.228 OF TITLE 17, ZONING OF THE SALISBURY MUNICIPAL CODE AND SECTION 4-203 OF THE LAND USE ARTICLE OF THE ANNOTATED CODE OF MARYLAND FOR THE PURPOSE OF AMENDING SECTION 17.76.020 A., TO ADD HAIRDRESSER SHOP AS A PERMITTED USE IN THE LIGHT INDUSTRIAL DISTRICT.**

**WHEREAS**, the ongoing application, administration and enforcement of Title 17, Zoning of the Salisbury Municipal Code, demonstrates a need for periodic review, evaluation and amendments that will keep Title 17 current; and

**WHEREAS**, the Mayor and City Council may amend Title 17, Zoning, of the Salisbury Municipal Code, pursuant to the authority granted by MD Code, Land Use, § 4-101, et seq. and in accordance with specific provisions of Chapter 17.228, Amendments and Rezoning of Title 17, Zoning; and

**WHEREAS**, the Mayor and City Council requested that the Salisbury Planning and Zoning Commission periodically review Title 17 in light of existing procedural practices and input from the City Council and members of the public; and

**WHEREAS**, Davis Simpson Holdings, LLC submitted an application to amend the text of Chapter 17.76 (Light Industrial District), to add Hairdresser Shop as a permitted use in Section 17.76.020 A.; and

**WHEREAS**, a Public Hearing on the proposed amendment was held by the Salisbury Planning and Zoning Commission in accordance with the provisions of Chapter 17.228, of Title 17, Zoning, of the Salisbury Municipal Code on October 18, 2018; and

**WHEREAS**, the Salisbury Planning and Zoning Commission did recommend approval of the proposed text amendment to Section 17.76.020 A.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND**, that Title 17, Zoning, of the Salisbury Municipal Code is hereby amended as follows:

**AMEND SECTION 17.76.020 A., permitted uses, by adding the following item:**

**34. HAIRDRESSER SHOP.**

45           **AND BE IT FURTHER ORDAINED BY THE CITY OF SALISBURY,**  
46 **MARYLAND,** that this Ordinance shall take effect from and after the date of its final passage,  
47 but in no event until ten (10) days after the date of the Council’s Public Hearing, and  
48

49           **THE ABOVE ORDINANCE** was introduced at a meeting of the City Council on the  
50 \_\_\_\_ day of \_\_\_\_\_ 2018, and thereafter, a statement of the substance of the ordinance  
51 having been published as required by law, in the meantime, was finally passed at a Public  
52 Hearing on the \_\_\_\_ day of \_\_\_\_\_, 2018 and is to become effective on  
53 \_\_\_\_\_, 2018.  
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56 **ATTEST:**  
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60 \_\_\_\_\_  
61 Kimberly R. Nichols  
62 City Clerk  
63

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

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66 Approved by me this  
67  
68 \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
69

70  
71  
72 \_\_\_\_\_  
73 Jacob R. Day  
74 Mayor, City of Salisbury



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

To: Julia Glanz, City Administrator  
From: Andy Kitzrow, Deputy City Administrator  
Date: November 28, 2018  
Re: Resolution – 500 Riverside Drive MOU for soils

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Attached is a Memorandum of Understanding between the City and the developers of 500 Riverside Drive for the City to provide excess soil to the developers. A soil stockpile was created from the construction at the Wastewater Treatment Plant. The soil is not needed at the WWTP. The soil would provide benefit to the development of 500 Riverside Drive since significant fill is needed to raise the site. Since the City seeks to encourage development and redevelopment in the Central Business District, the Riverfront Redevelopment Area and the Enterprise Zone, we recommended providing excess fill to the developers of 500 Riverside Drive per the terms of the MOU.

The soil stockpile may also be used by the City for our own purposes. Any soil remaining could be offered to other developers and projects as appropriate.

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

1 RESOLUTION No. \_\_\_\_\_

2  
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING  
4 THE MAYOR TO ENTER INTO AN AGREEMENT THE OWNER OF 500 RIVERSIDE  
5 DRIVE, TO ALLOW THE OWNER TO USE SOIL LOCATED AT THE CITY'S  
6 WASTEWATER TREATMENT PLANT.

7  
8 WHEREAS, the City seeks to encourage development and redevelopment in the Central  
9 Business District, the Riverfront Redevelopment Area and the Enterprise Zone; and

10  
11 WHEREAS, 500 Riverside Drive is located in these areas and is currently undeveloped;  
12 and

13  
14 WHEREAS, the purpose of this agreement is to share resources to assist in the  
15 development of this parcel; and

16  
17 WHEREAS, this parcel requires a considerable amount of soil in order to construct any  
18 buildings; and

19  
20 WHEREAS, the City has excess stockpiled soil at the Wastewater Treatment Plant; and

21  
22 WHEREAS, the City desires to enter into the attached Memorandum of Understanding to  
23 specify the requirements for the owner/developer to have access to the City's stockpiled soil.

24  
25 NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY  
26 OF SALISBURY, MARYLAND, that the Mayor is authorized to sign and enter into the attached  
27 Memorandum of Understanding with the Owner of 500 Riverside Drive.

28  
29 THIS RESOLUTION was duly passed at a meeting of the Council of the City of  
30 Salisbury held on \_\_\_\_\_, 2018, and is to become effective immediately upon  
31 adoption.

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33  
34 ATTEST:

35  
36 \_\_\_\_\_  
37 Kimberly R. Nichols, City Clerk

38 \_\_\_\_\_  
39 John R. Heath, President  
40 Salisbury City Council

41 APPROVED BY ME THIS:

42 \_\_\_\_\_ day of \_\_\_\_\_, 2018

43  
44 \_\_\_\_\_  
45 Jacob R. Day, Mayor  
46

# AGREEMENT

AN AGREEMENT BETWEEN THE "PARTIES"; THE OWNER OF 500 RIVERSIDE DRIVE, "DEVELOPER", AND THE CITY OF SALISBURY, "CITY";

WHEREAS, CITY seeks to encourage development and redevelopment in the Central Business District, the Riverfront Redevelopment Area and the Enterprise Zone; and

WHEREAS, to support the redevelopment of said areas, CITY has made available soil located at the Wastewater Treatment Plant at no charge to be used exclusively at the property described herein as 500 Riverside Drive in Salisbury, Maryland.

NOW, THEREFORE, DEVELOPER agrees to all of the provisions set forth herein for use of the soil.

DEVELOPER will load on site, and transport the soil to be used exclusively at the property described herein.

DEVELOPER will utilize his own equipment to load and transport the soil.

DEVELOPER may leave equipment at the WWTP at his own risk.

DEVELOPER may access the soil stockpile at the WWTP between the hours of 8 am and 3 pm on weekdays only.

DEVELOPER will adhere to all regulations governing sediment and erosion control measures.

DEVELOPER will begin soil pickup no later than December 31, 2018, will check-in each day with City personnel at the gate, and will record each load removed and the amount of soil removed.

DEVELOPER will complete soil transport and commence site work no later than March 31, 2019.

DEVELOPER will obtain a certificate of occupancy no later than June 30, 2020.

Failure to meet the prescribed timeline will result in a charge for the soil at a cost of \$65 per square yard, payable to the City of Salisbury no later than 30 days after missing any one or more of the deadlines.

DEVELOPER takes and accepts all soil "AS IS." CITY makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the soil provided, including any environmental representations or guarantees of any kind that the soil is adequate for DEVELOPER'S needs. DEVELOPER is not entitled to any payment for any losses or damages tied in any way to the soil.

DEVELOPER shall indemnify, defend and save harmless CITY and its officers, employees and agents from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way

connected with any injury to any person or damage to any property or any loss to CITY or third parties occasioned in any way with the soil, including by hazardous substances originating or tied to the soil or its use by DEVELOPER. This indemnity specifically includes the obligation of DEVELOPER to perform any remedial or other activities required or ordered by any properly empowered government official, or otherwise reasonably necessary to avoid injury or liability to any person or to prevent the spread of pollution, originating thereon. DEVELOPER shall perform all such work in its own name in accordance with applicable law, as herein defined.

The PARTIES may terminate this agreement at any time by providing written notice of said termination.

If terminated by DEVELOPER, DEVELOPER will pay City for all soils removed.

NOW, THEREFORE, BE IT RESOLVED that the PARTIES agree to the above provisions of Memorandum of Understanding.

ATTEST:

500 Riverside Drive

City of Salisbury

\_\_\_\_\_  
Imad Abu Ahmedah

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date