



**SALISBURY CITY COUNCIL  
WORK SESSION AGENDA**

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**AUGUST 19, 2019  
COUNCIL CHAMBERS  
GOVERNMENT OFFICE BUILDING**

- 4:30 p.m. Approving a MOU and Budget Amendment to appropriate funds received from the Wicomico County Health Department in the amount of \$10,000- Fire Chief John Tull
- 4:40 p.m. Sustainability Goals Information- DID Director Amanda Pollack, MML Intern Michael Dunmyer
- 5:00 p.m. 927 Johnson Road Annexation Agreement- Permits & Inspections Manager Bill Holland
- 5:15 P.M. Atlantic Tractor Annexation introduction- Permits & Inspections Manager Bill Holland
- 5:30 p.m. Ordinance to modify Critical Area Commission code- DID Director Amanda Pollack
- 5:50 p.m. Council discussion
- 6:00 p.m. Adjournment

*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).*



**To:** Julia Glanz,  
**From:** John W. Tull, Fire Chief  
**Subject:** FY20 Budget Amendment – Safe Station  
**Date:** August 4, 2019

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Attached you will find a FY20 Budget Amendment Ordinance and a Memorandum of Understanding (MOU) between the Wicomico County Health Department and the City of Salisbury Fire Department. The Wicomico County Health Department has received funding from Mid-Shore Behavioral Health for a Safe Station Program that provides 24 hour services to those seeking treatment and recovery resources. Safe Stations is an innovative program that helps remove barriers to treatment for members of our community who are eager to recover from a substance use disorder. Persons seeking treatment for addiction can visit the Recovery Resource Center, day or night, to find assistance gaining access to care. Once they arrive at the Safe Station a peer from the COAT team will be contacted, as well as an EMS response. The goal of the Safe Station is to help people with linkage to treatment and recovery services by allowing them to practice self-determination.

The Fire Department has partnered with the Health Department and agreed to provide non-emergent medical checks to all individuals that enter the Safe Station and in return, the Department will invoice the Health Department quarterly for \$2500.00. This is a new program and the funds will be used to purchase additional medical supplies and equipment.

If you should have any questions or comments, please do not hesitate to contact me.



# Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



**MEMORANDUM OF UNDERSTANDING  
FISCAL YEAR 2020  
WICOMICO COUNTY HEALTH DEPARTMENT and  
CITY OF SALISBURY FIRE DEPARTMENT  
325 Cypress St. Salisbury MD, 21801  
410-548-3122  
[jtull@salisbury.md](mailto:jtull@salisbury.md)**

## Background

The Wicomico County Health Department (WiCHD) received funding from Mid Shore Behavioral Health, Inc. for the Safe Station Program (F592) which will provide 24 hour services to those seeking treatment and recovery resources through utilization of the Wicomico County Safe Station, which will be located at the Recovery Resource Center.

## Agreement

The following agreement entered into on this first day of August, 2019, by and between the Wicomico County Health Department (WiCHD) and the City of Salisbury Fire Department (Contractor) regarding the provision of non-emergent medical response and evaluation sets forth the following deliverables:

### I. Contractor will complete the following:

1. Provide non-emergent medical well checks to all patients/clients who enter the Safe Station.
2. Provide monthly report on the number of individuals served at the Safe Station.
3. Invoice WiCHD for \$2500.00 quarterly, addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD". Final invoice must be received no later than 06/30/2020.

### II. WiCHD will complete the following: (same note as in section I)

1. Will call the non-emergent Emergency Services line at 410-548-4920 when non-emergent medical response is needed unless an acute emergency has been identified in which case 911 will be called.
2. Pay Contractor \$2500.00 quarterly once deliverables are completed and invoice is received.



**Public Health**  
Prevent. Promote. Protect.  
Wicomico County  
Health Department

# Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



*Memorandum of Understanding*

*FY 2020*

*Wicomico County Health Department*

*City of Salisbury Fire Department*

*Safe Station/ F592N*

*Page #2 of #3*

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

This agreement will terminate on June 30, 2020, or by providing sixty (60) days written notification by either party.

### III. Signatures

The parties acknowledge their agreement by their signatures below:

\_\_\_\_\_

*John Tull*

*Chief, Salisbury Fire Department*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Lori Brewster, M.S., APRN/BC, LCADC*

*Health Officer, Wicomico County Health Department*

\_\_\_\_\_

*Date*

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

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WICOMICO COUNTY HEALTH DEPARTMENT AND APPROVING A BUDGET AMENDMENT OF THE FY2020 GENERAL FUND BUDGET TO APPROPRIATE FUNDS RECEIVED FROM THE WICOMICO COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF \$10,000.

WHEREAS, the funds have been provided by the Wicomico County Health Department (WiCHD), in conjunction with Mid-Shore Behavioral Health, Inc., for a Safe Station Program; and

WHEREAS, Safe Station is an innovative program that helps remove barriers to treatment for members of our community who are eager to recover from a substance use disorder; and

WHEREAS, the goal of the Safe Station is to help people with linkage to treatment and recovery services by allowing them to practice self-determination; and

WHEREAS, the City of Salisbury Fire Department will provide non-emergent medical checks to all individuals that enter the Safe Station; and

WHEREAS, the accepted funds shall be used to purchase additional emergency medical supplies and equipment; and

WHEREAS, both the Fire Chief and the Mayor have recommended that the City accept the monetary donation and allocate the funds to the Fire Department's FY2020 Operating Budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT THE City's Fiscal Year 2020 General Fund Budget be amended as follows:

- 1) Increase SFD Safe Station WiCHD Reimbursements (01000-427301) by \$10,000
- 2) Increase Fire Department Expenditure by \$10,000

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this \_\_\_\_ day of \_\_\_\_\_ 2019, 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 \_\_\_\_\_ 2019.

ATTEST:

\_\_\_\_\_

48 Kimberly R. Nichols, City Clerk  
49 Salisbury City Council

John R. Heath, President  
Salisbury City Council

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

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Jacob R. Day, Mayor



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

To: Julia Glanz, City Administrator  
From: Amanda H. Pollack, P.E., Director of Infrastructure & Development  
Date: August 6, 2019  
Re: Presentation of Report: Sustainability and Resilience in Salisbury

AP

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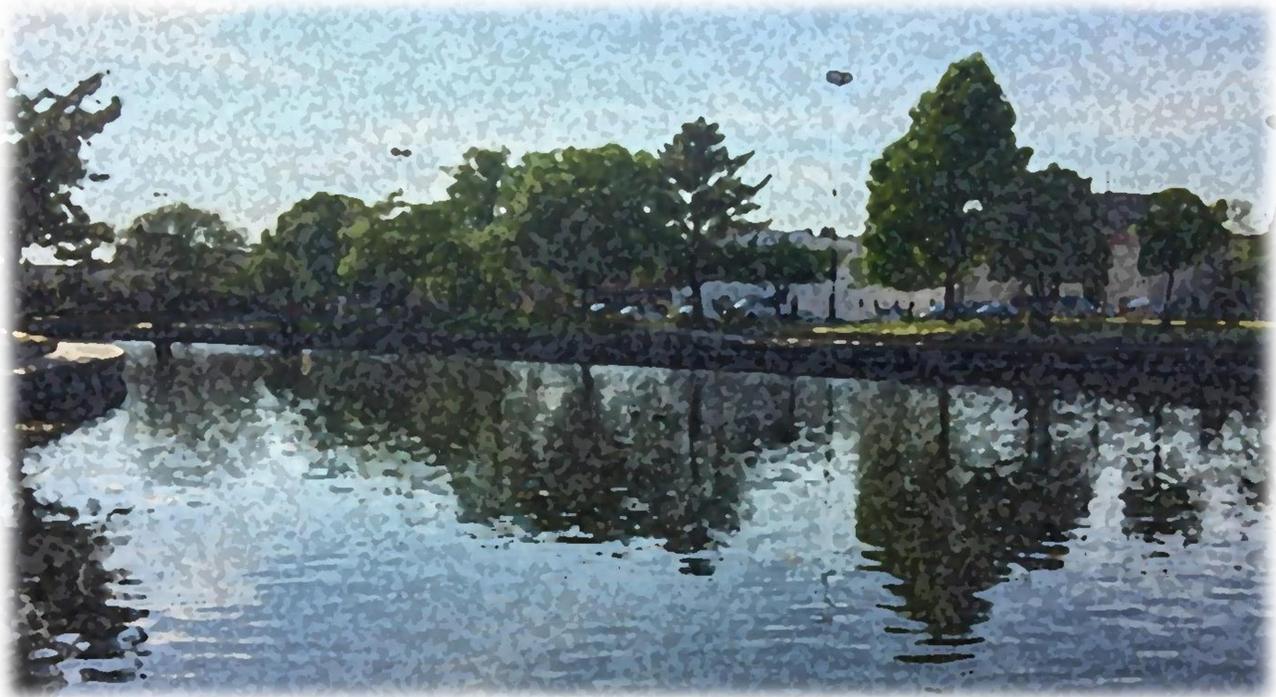
The City of Salisbury was fortunate to host a Maryland Municipal League – Maryland School of Public Policy Intern this summer. The MML internship was provided at no cost to the City of Salisbury. The internship was for 300 hours over a 3 month period. The Department of Infrastructure & Development provided oversight to the position. Michael Dunmyer was our intern and will present his work on Sustainability and Resilience in the City.

The goals for the internship included researching and developing broad City of Salisbury sustainability goals and incorporating resiliency planning into the City's CIP. To meet these goals, Michael researched sustainability goals from other municipalities as well as met individually with department heads to determine feasible goals for the City.

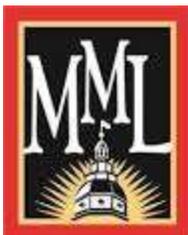
Unless you or the Mayor have further questions, please forward a copy of this memo and the report to the City Council.

# SUSTAINABILITY AND RESILIENCE IN SALISBURY

UTILIZING THE CITY RESILIENCE FRAMEWORK



Prepared by Michael Dunmyer, UMD School of Public Policy



THE MARYLAND MUNICIPAL LEAGUE

*The Association of Cities and Towns*



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*An overview of resilience and sustainability*

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*Dimension Four: Leadership and Strategy*

## Assessment of Departmental Actions and Needs

*Business Development*

*Field Operations*

*Finance and Procurement*

*Salisbury Fire Department*

*Housing and Community Development*

*Information Services*

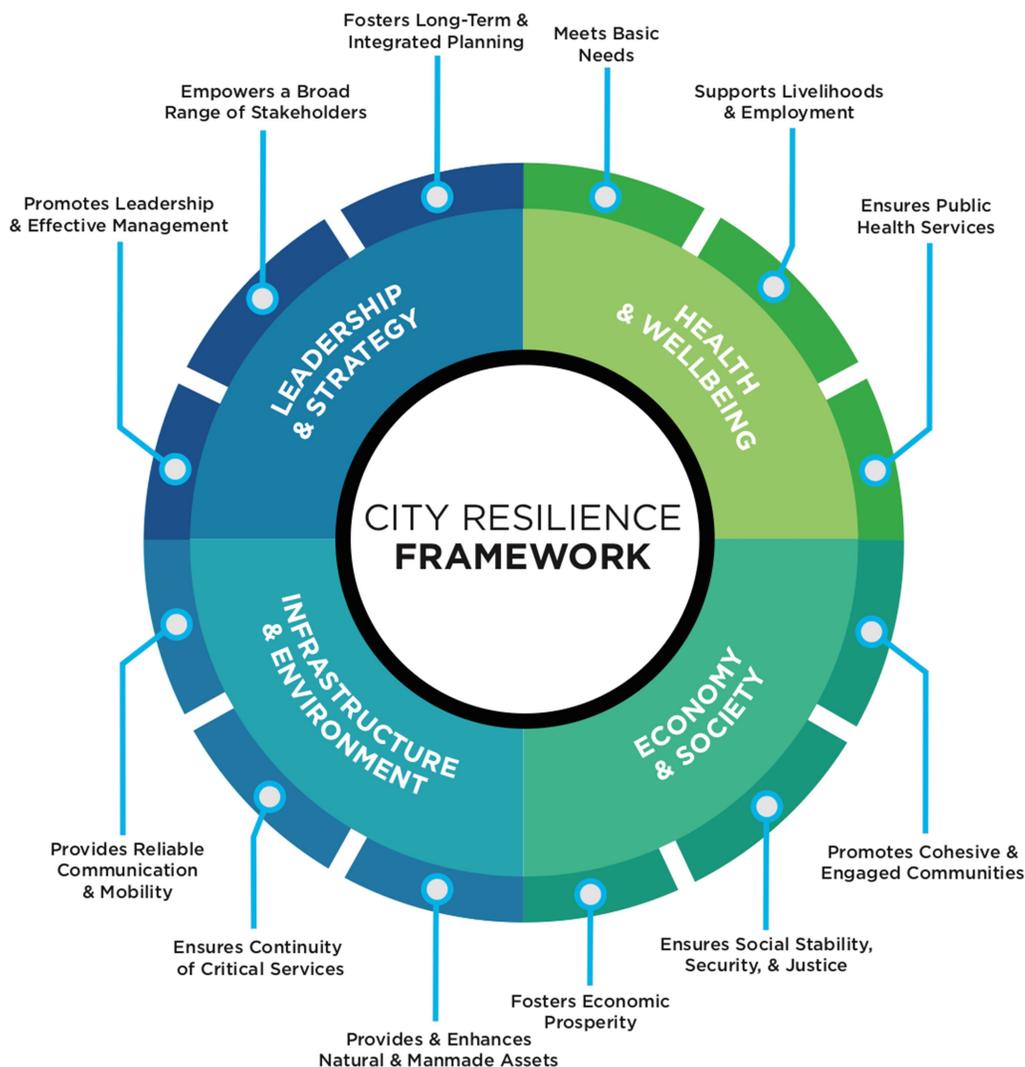
*Infrastructure and Development*

*Salisbury Police Department*

*Department of Water Works*

# What is the City Resilience Framework?

Originally drafted by Arup International Development in coordination with The Rockefeller Foundation in 2014, the City Resilience Framework (CRF) synthesizes years of systemic risk analysis literature, thorough piloting and revision, and extensive international fieldwork into twelve concise and crucial qualities that define a resilient city. These twelve goals are further grouped into four focus areas to help conceptualize the multiple facets of resilience. The CRF serves as an invaluable tool for resilience planning under the 100 Resilient Cities initiative.



## Sustainability and Resilience are Distinct, yet Overlapping.



In addition to providing comprehensive resilience standards, the CRF concurrently aligns with the key aspects of each dimension of John Elkington's Triple Bottom Line of accounting for sustainability. While more traditional definitions of resilience typically limit their scope to systemic responses to acute impacts, the CRF addresses chronic stressors that contribute to systemic

risk. These stressors cleverly touch upon each of the three aspects of sustainability, understanding that cities rely on a consistent revenue base, stable civil order, and a wide variety of ecosystem services in order to effectively respond to different crises.

## The City Resilience Framework is a Good Fit for Salisbury.

Under a progressive, forward-thinking administration in the midst of strong economic growth, the City of Salisbury is in an ideal position to take bold yet lasting actions against current and future threats. An established sustainability plan can provide goals that influence city management and development across successive administrations. Given its holistic consideration of both resilience and sustainability characteristics, the CRF is best-equipped to assess the City of Salisbury's current systemic risks and guide sensible, proactive risk mitigation. Accordingly, this municipal sustainability plan will present its departmental recommendations in the context of the twelve sub-categorical goals outlined by the CRF.

# Dimension 1: Health and Wellbeing

The CRF briefly defines this broader goal as “everyone living and working in the city has access to what they need to survive and thrive”. The three goals within this category focus on the availability of necessities such as food, water, and energy in both normal and emergency situations, as well as adequate medical care. Additionally, these goals emphasize human dignity by focusing on the promotion of safe, clean living spaces and financial independence.

## Goal 1.1: Salisbury Meets the Basic Needs of the Community

*Particularly in times of crisis, ensure that people have access to the basic resources necessary to survive – food, water and sanitation, energy, and shelter.*



### 1.1.1: Safe and Affordable Housing

Adequate shelter provides for the most fundamental and essential needs of health and safety – particularly in times of crisis. And regardless of one’s identity or income, all Salisbury residents should be safe within the walls of their home.

However, housing also determines the sustainability of a community. The societal costs of homelessness often far outweigh the price of intervention, and a diverse array of housing options can attract the young talent, growing families, and flourishing seniors that sustain Salisbury’s thriving economy.

### 1.1.2: Reliable Utilities

Potable water, sanitation, electricity, and fuels all underlie basic household functions such as food preparation, temperature control, and hygiene. A lack of these necessities not only contributes to a child’s underperformance in school, but also deprives individuals of their safety and dignity. These associated risks can worsen in times of prolonged sheltering during disasters.

### 1.1.3: Equitable Access to Food

In addition to the systemic burdens that food deserts impose on communities such as child underdevelopment and chronic illness, lack of access to food hinders a household’s ability to properly stock in preparation for disasters.

Inclusive economic development can indirectly improve food access by growing job markets and wages, which in turn allow earners to purchase healthier and more nutritious meals for themselves or their families.

## Goal 1.2: Salisbury Supports Livelihoods and Employment

*Assist individuals to access diverse livelihood and employment opportunities, including access to business investment and social welfare. This includes skills and training, fair labor policy, and development and innovation.*



### 1.2.1: Valued and Protected Workforce

By being receptive to the changing needs of regional and global economies while promoting investment in education and skills training accordingly, Salisbury can continue to serve as an economic hub for the region and help disenfranchised populations escape barriers of generational poverty.

Investments in human capital often provide multiple co-benefits for the community, such as reductions in property crime, improved physical and mental health outcomes, and localized wealth circulation.

### 1.2.2: Robust Financial Resources

Salisbury can bolster its economic resilience by embracing a diverse market with a culture of robust business planning, providing financial flexibility in the event of a disruption. Mitigating the cascading effects of an economic recession crucially protects revenues that preserve critical services.

## Goal 1.3: Salisbury Ensures Public Health Services

*Provide access to effective public healthcare and emergency services to safeguard physical and mental health. This includes medical practitioners and plans, as well as clinics and ambulances.*

### 1.3.1: Robust Emergency Response System

Effective emergency response planning often serves as the poster child for resiliency, and for good reason - during acute crises, preserving life and minimizing lasting damage are paramount.

As the economic and geographic center of the region, Salisbury is in a unique position to facilitate effective coordination between neighboring jurisdictions, providing timely and quality responses across the Lower Shore. This can be assured by promoting exceptional service capacity for our first responders and fully-utilizing the benefits of housing a comprehensive medical center.



### 1.3.2: Effective Epidemic Resistance

Epidemics pose a unique threat to communities in that they can impact lives with the severity of an acute crisis while straining the economy and public resources with the longevity of a chronic stressor. A robust and integrated community health network can aid in preventing outbreaks from worsening or even occurring with sufficient resources and outreach.

Always striving to serve as an example for the rest of the Eastern Shore, Salisbury can demonstrate an effective response to the Opioid Epidemic that emphasizes smart policing, community collaboration, and patient recovery.



### 1.3.3: Access to Quality Healthcare

Individuals that prioritize their physical and mental health are better-equipped to engage their communities, maintain financial stability, and take care of their loved ones. When Salisbury promotes the well-being of its citizens by improving outreach and accessibility, the subsequent benefits of healthcare can surpass the costs through fewer calls for emergency medical assistance and more days of economic productivity.



## Dimension 2: Economy and Society

The CRF defines this category as “the social and financial systems that enable urban populations to live peacefully and act collectively”. The three goals within this category focus on strengthening community ties that underpin effective disaster resilience, such as diverse populations with shared cultural identities and a stable sense of law and order. Additionally, these goals emphasize the importance of a diverse economy and revenue stream to maintain critical services following a shock.



## Goal 2.1: Salisbury Promotes Cohesive and Engaged Communities

*Create a sense of collective identity and mutual support. This includes building a sense of local identity, social networks, and safe space; promoting features of an inclusive local cultural heritage; and encouraging cultural diversity while promoting tolerance and a willingness to accept other cultures.*



### 2.1.1: Strong Community Support Networks

On a Tuesday afternoon in June, a car was accidentally driven into the Wicomico River. Fortunately, a group of nearby nursing home staff were willing to work together to save the driver's life. This highlights a key aspect of a resilient city: emergency services will not be able to respond to every call with perfect timing. In those crucial seconds before their arrival, communities must be able to rely on each other for support.

A resilient Salisbury normalizes a culture of service. When City employees take pride in serving their community, the desire to serve is contagious. Public recognition of service and charity from both individuals and organizations sets a standard for others to follow. Most importantly, residents know the names of their neighbors and coworkers, assisting our most vulnerable populations when public services might fail to reach them.

### 2.1.2: Youth Protection and Engagement

Children are quite literally the future of Salisbury; any investments in their well-being and success contribute to the next generation of talented human capital that sustain economic growth and ensure strong public leadership.

Salisbury's children have a right to safety - both within their homes and out in their communities. No child should have to worry about hunger during summers without school lunches, and working-age youth should have access to myriad opportunities for personal growth through positive work experiences or participation in community organizations.



### 2.1.3: Cultural Vitality and a Shared Identity

As a notably diverse population hub for the Eastern Shore, Salisbury should serve as a place where individuals take pride in their heritage, appreciate the cultures of others, and embrace a collective identity as members of the Salisbury Community.

Cross-cultural distrust and violence upend the aforementioned strength that community support networks bring to crisis situations, while a strong sense of belonging inspires service and charity. Further, a vibrant cultural scene and attractive branding can draw young talent, families, and retirees alike.

## Goal 2.2: Salisbury Ensures Social Stability, Security, and Justice

*Ensure a comprehensive and inclusive approach to law enforcement and justice that fosters a stable, secure, and just society. This includes fair and transparent policing and deterrents to crime – specifically in times of crisis, as well as enforcement of laws such as codes and regulations.*

### 2.2.1: Peace and Stability in the Community

Beyond standard metrics for public safety such as Part I crime incidence, peace and stability play a critical role in sustaining economic growth for any city. Investors and potential residents will naturally gravitate to safer areas, with inclusive economic prosperity in turn alleviating some of the underlying motivations for property crime.

Law enforcement entities also contribute to Salisbury's resilience by instilling a sense of law and order in the community. During times of crisis, effective deterrents to crime mitigate complications caused by opportunistic crime.

### 2.2.2: Holistic and Restorative Criminal Justice

Public trust in the justice system serves as an equally-important aspect of instilling law and order in Salisbury. Holistic approaches to criminal justice emphasize positive engagement and collaboration with members of the community, both proactively and following the incidence of a crime.

Trust in law and order also involves constructive reintegration of offenders. Minimal post-incarceration outreach inevitably encourages recidivism and imposes an unsustainable drain on public safety resources.

## Goal 2.3: Salisbury Fosters Economic Prosperity

*Ensure the availability of funding and a vibrant economy as a result of diverse revenue streams, the ability to attract business investment, and contingency plans. This involves good governance, integration with the regional and global economy and measures to attract investment.*

**DOWNTOWN**  
S A L I S B U R Y



### 2.3.1: Vibrant and Sustainable Economy

A resilient Salisbury is best served by a diverse economic base, concurrently maximizing local market stimuli with a thriving small business economy while drawing upon the robust and independent resources of larger companies and institutions. City governments attract both of these crucial players with rapid permitting processes and policies that encourage budding entrepreneurship.

In addition to hosting local, regional, and global exchanges alike, Salisbury's economy can protect itself from market shocks by diversifying the industries represented by its business environment. No one industry can be expected to uphold the prosperity of a region.

### 2.3.2: Fiscal Discipline and Flexible Resources

While ambitious investment in economic development is a necessary component of assuring sustained prosperity, resilient cities are equally wary of an uncertain future. Dependable access to robust financial resources – be it in reserves or reliable borrowing capacity – underlies the provision of critical services during crises and recovery efforts in their aftermath.

# Dimension 3: Infrastructure & Environment

This category, as explained by the CRF, encapsulates “the man-made and natural systems that provide critical services, protect, and connect urban assets enabling the flow of goods, services, and knowledge”. The three goals within this category address the resilience of both the natural and built environment. Resilient infrastructure reliably facilitates the provision of critical services in times of crisis through redundancy and strategic allocation of resources.

## Goal 3.1: Salisbury Enhances Natural and Constructed Assets

*Maintain protective natural and man-made assets that reduce the physical vulnerability of city systems. This includes natural systems like wetlands, mangroves and sand dunes or built infrastructure like sea walls or levees.*

### 3.1.1: Comprehensive Exposure Analysis and Building Codes

Fragility is never an afterthought in a resilient Salisbury. Detailed mapping of current and predicted hazards such as sea level rise and flooding informs regulations for new structures with a foresight spanning decades. Recognizing the cascading financial and emotional burdens of unexpected loss, this information can be used to initiate and encourage ambitious retrofitting of structures and infrastructure in high-risk areas.



### ♻️ 3.1.2: Integration of Natural and Constructed Infrastructure

In its most basic form, adequate protective infrastructure provides robust and redundant capacity for public safety during acute events such as hurricanes and heatwaves. Resilient cities such as Salisbury take creative approaches to risk reduction, considering any city surface or development project as an opportunity for hazard mitigation improvements.



Be them City-implemented or community-driven, these projects also incorporate natural mechanisms for hazard reduction with a success record spanning millennia. Green infrastructure is recognized for the crucial ecosystem services it provides, be it water retention during a heavy storm, relieving shade on a hot summer day, or accessible recreation in green, open-space areas of otherwise flood-prone development.



## Goal 3.2: Salisbury Ensures the Continuity of Critical Services

*Actively manage and enhance natural and man-made resources. This includes designing physical infrastructure such as roads and bridges to withstand floods so that people can evacuate, as well as ecosystem management for flood risk management.*



### 3.2.1: Sustainable Critical Service Capacity

In line with fundamental concepts of sustainability such as the Seventh Generation Principle of the Iroquois, Salisbury's current and future populations are best served by forethought in service provision. As one of the fastest-growing cities in Maryland, the City must assure that the population is not burdened by resource scarcity – be it chronically or during acute periods of peak demand.

In addition to traditional capacity improvements such as providing an excess supply of resources, sustainable cities can expand their capacity even further through conservative, data-informed management of our resources – even during times of apparent surplus.



### 3.2.2: Redundant and Flexible Service Provision

Beyond establishing a robust supply of and effectively managing demand for critical services, assuring the delivery of these services in spite of myriad potential disruptions proves equally important for Salisbury. Redundancy, flexibility, and durability underlie a resilient critical service system. These characteristics are upheld through diligent maintenance of facilitating infrastructure, diverse sources and means of delivery, and comprehensive contingency planning with readily-available corrective resources.

### 3.2.3: Restorative Relationship with Natural Systems

Outside of the more direct benefits of protective ecosystem services, a resilient Salisbury recognizes the systemic need to balance human needs with the prevention of ecological collapse. Serving as an example for other localities to follow, the City should diligently monitor its air and water quality, local habitats, and greenhouse gas emissions to inform policies that mitigate further impacts and encourage remedies to existing damage.

Aforementioned demand reduction measures can generate spillover benefits for local and global natural systems as well by mitigating the emissions, water pollutants, and waste associated with our critical services.



## **Goal 3.3: Salisbury Provides Reliable Communication and Mobility**

*Provide a free flow of people, information, and goods. This includes information and communication networks as well as physical movement through a multimodal transport system.*

### **3.3.1: Dependable and Accessible Transport System**

Population mobility serves as a crucial component of both resilience and sustainability for Salisbury. During times of sheltering or evacuation, residents and visitors must be able to relocate quickly with multiple options of transport available in the event of a disruption for one. Such a system would be diverse and robust – enough so to facilitate both large relocation events and day-to-day travel needs for the metro area.

When Salisbury’s residents aren’t limited to transport in a personal vehicle, the City experiences subsidiary benefits in enhanced sustainability: food deserts are alleviated through access to distant grocery stores; public health is improved by promoting physical activity and expanding access to health services; job opportunities are no longer limited by how far one has to walk.

### **3.3.2: Secure Information and Communication**

In a digital age, access to the internet for research and communication plays a significant role in one’s ability to succeed; assuring equitable connectivity provides for economic sustainability. Further, reliable and secure technology facilitates resilience through flexible means of communication during crises and protection of City functions from the ever-growing threat of cyberattacks.

## Dimension 4: Leadership and Strategy

The last of the four dimensions of resilience encompasses “the processes that promote effective leadership, inclusive decision-making, empowered stakeholders, and integrated planning”. The goals herein promote good governance and capable public administration, seeking to improve the quality and frequency of public interactions with government and assure that the multiple entities responsible for the community’s well-being operate in harmony. This dimension also places a strong emphasis on codified decision-making processes to best serve the long-term interests of the people.



## Goal 4.1: Salisbury Promotes Leadership and Effective Management

*Encourage capable leadership and effective urban management within government and civil society, particularly during an emergency. This involves strong leadership, cross-sector communication, and evidenced-based decision-making.*

### 4.1.1: Informed and Transparent Decision Making

Leadership in resilient cities does not stem from a single mind, but rather the contributions of multiple experts from within their governments. Effective decision making is built on trust, making full use of up-to-date information and forming confident relationships among city officials. Decisions made by Salisbury's leadership should be fully defensible, as they will be open to and held accountable by the general public.

The logo for resultSBY features the word "result" in a bold, black, lowercase sans-serif font, followed by "SBY" in a larger, blue, uppercase sans-serif font.

### 4.1.2: Competent Multi-Stakeholder Collaboration

Salisbury's exemplary leadership should then extend to its regional partners within the multiple levels of public administration, as well as its private and nonprofit stakeholders that offer crucial information and perspectives.

Standardized means of including these voices bolster decision making without impeding agility - this is crucial for responding to crises that often necessitate collaboration from multiple jurisdictions.

## Goal 4.2: Salisbury Empowers a Broad Range of Stakeholders

*Ensure everybody is well informed, capable, and involved in their city. This includes access to information and education, communication between the government and public, knowledge transfer, and timely and appropriate monitoring.*



### ♻️ 4.2.1: Equitably-Informed Stakeholders

Public information, even if transparent, serves little for the public if it does not reach the city's most vulnerable communities. Government outreach is most effective when it occurs across a variety of mediums. This is especially true and most important in times of impending or ongoing crises such as storm events and public health hazards.

### ♻️ 4.2.2: Facilitated Bilateral Communication

In addition to providing and distributing important information to the public, resilient cities enable and encourage community input. Salisbury's citizens can both seek and provide information across a variety of accessible mediums, improving the quality of public services and community planning.

## Goal 4.3: Salisbury Fosters Long-Term and Integrated Planning

*Align sectoral plans and individual projects with the city's vision to be coordinated and appropriate to address the city's needs. This includes city strategies and plans.*

### 4.3.1: Data-Driven Planning to Minimize Vulnerability

Resilient cities are built upon informed and intentional planning frameworks. Comprehensive mapping of pertinent hazards, revenue-outlay ratios for serviced properties, and projected future conditions drives decision-making for zoning changes, capital improvements, and city planning initiatives. Informed planning addresses risks from both external threats and internal failures of judgement.



### 4.3.2: Inclusive and Robust Planning and Zoning Processes

Data-integrated planning is only effective so far as the judgement and perspective of decision-makers allows. Resilient and sustainable cities codify thorough criteria for planning and zoning approvals that align municipal initiatives with the current and future needs of the community. Salisbury can assure planning decisions are both prudent and just by standardizing cross-sectoral stakeholder and expert input throughout the process.

# Summary of Goals

## *Dimension One: Health and Wellbeing*

### Goal 1.1: Salisbury Meets the Basic Needs of the Community

- ♻️ 1.1.1: Safe and Affordable Housing
- ♻️ 1.1.2: Reliable Utilities
- ♻️ 1.1.3: Equitable Access to Food

### Goal 1.2: Salisbury Supports Livelihoods and Employment

- ♻️ 1.2.1: Valued and Protected Workforce
- ♻️ 1.2.2: Robust Financial Resources

### Goal 1.3: Salisbury Ensures Public Health Services

- ♻️ 1.3.1: Robust Emergency Response System
- ♻️ 1.3.2: Effective Epidemic Resistance
- ♻️ 1.3.3: Access to Quality Healthcare

## *Dimension Two: Economy and Society*

### Goal 2.1: Salisbury Promotes Cohesive and Engaged Communities

 2.1.1: Strong Community Support Networks

 2.1.2: Youth Protection and Engagement

 2.1.3: Cultural Vitality and a Shared Identity

### Goal 2.2: Salisbury Ensures Social Stability, Security, and Justice

 2.2.1: Peace and Stability in the Community

 2.2.2: Holistic and Restorative Criminal Justice

### Goal 2.3: Salisbury Fosters Economic Prosperity

 2.3.1: Vibrant and Sustainable Economy

 2.3.2: Fiscal Discipline and Flexible Resources



## *Dimension Three: Infrastructure and Environment*

### **Goal 3.1: Salisbury Enhances Natural and Constructed Assets**

- ♻️ 3.1.1: Comprehensive Exposure Analysis and Building Codes**
- ♻️ 3.1.2: Integration of Natural and Constructed Infrastructure**

### **Goal 3.2: Salisbury Ensures the Continuity of Critical Services**

- ♻️ 3.2.1: Sustainable Critical Service Capacity**
- ♻️ 3.2.2: Redundant and Flexible Service Provision**
- ♻️ 3.2.3: Restorative Relationship with Natural Systems**

### **Goal 3.3: Salisbury Provides Reliable Communication and Mobility**

- ♻️ 3.3.1: Dependable and Accessible Transport System**
- ♻️ 3.3.2: Secure Information and Communication**

## *Dimension Four: Leadership and Strategy*

### Goal 4.1: Salisbury Promotes Leadership and Effective Management

♻️ 4.1.1: Informed and Transparent Decision Making

♻️ 4.1.2: Competent Multi-Stakeholder Collaboration

### Goal 4.2: Salisbury Empowers a Broad Range of Stakeholders

♻️ 4.2.1: Equitably-Informed Stakeholders

♻️ 4.2.2: Facilitated Bilateral Communication

### Goal 4.3: Salisbury Fosters Long-Term and Integrated Planning

♻️ 4.3.1: Data-Driven Planning to Minimize Vulnerability

♻️ 4.3.2: Inclusive and Robust Planning and Zoning Processes

# Business Development

*Ambitious upstarts and thriving local classics form the core of the City's revitalization, contributing to an attractive environment for investors and residents while solidifying the Salisbury brand. Business support services offered by the City enhance the social and economic sustainability of the community, and could do more.*

Efforts on behalf of the City to beautify and plan events for Downtown Salisbury have reinforced the reality that **businesses are community assets** that contribute beyond the products and services that they sell. The Revolving Loan Program in particular has demonstrated that business owners often share their communities' goals, needing only basic financial assistance to manifest that vision. **Expanding the Revolving Loan Program's eligibilities and fund to include startup costs for businesses that satisfy a need in the community** (such as a local food hub in a food desert) could simultaneously invigorate the economy while contributing to Salisbury's sustainability and resilience goals.

**CHECKLIST** Gold = 12pt  
Silver = 10 pts  
Bronze = 8 pts

Use this checklist to determine whether or not your business meets the criteria for Green Business Certification! If you're ready to apply, head over to:  
[www.salisbury.md/green-business-certification](http://www.salisbury.md/green-business-certification)

## 1 Point Each

- Use non-plastic straws/go strawless
- Use paper/reusable cups
- Use paper/compostable bags
- Use compostable/reusable utensils
- Use biodegradable to-go containers
- Use recycled paper towels
- Use recycled toilet paper
- Use recycled plastic/paper trash bags
- Shred and Recycle used paper

## Sub-Total

## 2 Points Each

- Use efficient lightbulbs
- Have 10% native plants in landscaping
- Recycle
- Donate leftover food to shelters
- Purchase at least 10% local foods
- Have bicycle rack
- Donate to an environmental organization or non-profit

## Sub-Total

## 3 Points Each

- Sustainable Practices during Events
- Water efficient kitchen
- Water efficient bathroom
- Energy efficient kitchen
- Use clean energy (solar or wind)
- Designate a 'Green Advocate'
- Stormwater Management

## Sub-Total

Total



# Field Operations

*The expansive Field Ops Department touches on multiple facets of City functions, contributing to both sustainability and resilience in myriad ways. Park maintenance, sanitation, and street sweeping all play a crucial role in reinforcing a positive image for Salisbury, attracting new residents and encouraging community ownership of shared spaces. The positive impact of rapid, effective responses from the Utilities Division on the City's resilience cannot be understated.*



Fields Ops has developed a strong capacity for emergency response due in part to the reactive nature of **chronic understaffing**. Regular maintenance of parks and equipment are tabled due to a frequent backlog of compulsory maintenance and requests. Even with a city-wide pay increase, **employee morale cannot be sustained** if lasting positive results do not manifest. **Additional staffing** is absolutely necessary for addressing a **growing workload** with **expansion of public spaces**.

# Finance and Procurement

*Due in no small part to ambitious revitalization efforts and the private sector's willingness to invest in Salisbury, the City has experienced a period of strong, optimistic economic growth. Given an enabling environment, such growth can be sustained as more talent moves into the City, all the while bolstering our preparedness for a potential loss.*

Although best practices for procurement assert unbiased decision making to promote fairness and competitive pricing, Salisbury could greatly benefit from more nuanced purchasing. **Preferential criteria for local vendors** that circulate wealth back into disenfranchised communities can provide more economic benefit than the additional cost.

Excessive taxation of City residents poses the foremost threat to sustained economic prosperity in Salisbury. Securing a **tax differential from Wicomico County** for Salisbury residents will assure that taxes are only paid for services received. Without a differential, taxpayers are incentivized to live beyond City limits, **feeding detrimental sprawl development**. The **City often still incurs costs on behalf of these residents**, having to repair commuter-utilized infrastructure more frequently and provide undercompensated emergency services. A fair tax differential would **condense population growth within City limits**, providing a sustained boost to revenues that can assist in the pursuit of Salisbury's sustainability and resilience goals or **replenish emergency funds**.



# Salisbury Fire Department

*The City of Salisbury is fortunate to be served by a comprehensive, Class 2 department of dedicated emergency response personnel in an area of relatively low fire risk. With improved municipal, regional, and nonprofit support, Salisbury Fire Department can continue to provide quality emergency services in spite of potential systemic disruptions.*

Salisbury's Fire Department serves as the cornerstone of a crucial regional network of emergency services, often providing and receiving assistance for responses throughout the Lower Eastern Shore. To further strengthen this relationship, the City officials can spearhead a **regional effort to fund a modern, standardized communication system** for emergency services in the region – ultimately facilitating improved coordination and faster response times in both emergency and disaster scenarios.



Future negotiations with Wicomico County partners for emergency response coordination should emphasize a co-beneficial relationship that sufficiently compensates City emergency services for responding to crises outside of **municipal boundaries**. Increased fees or other forms of revenue can help offset the costs of **such services** and **sustain capacity growth** for the department's ever-expanding range of clientele.

To ensure reliable provision of services into the future, the City of Salisbury must support capacity building to meet growing demand while addressing chronic stressors on service provision.



Although the Fire Department is well-equipped with a roster of well-rounded officers, its ability to effectively respond to emergencies is hindered with each successive call. Funding for **additional staffing and equipment** provides a capacity buffer for acute crises in which **multiple calls for service need responses**. An excess capacity can also bolster the Fire Department's ability to **respond to calls from Salisbury's regional partners**, in turn strengthening those key relationships.

**Full funding of scheduled maintenance** ultimately serves the financial interests of the City by **reducing the risk of equipment failure**, which often costs more in retroactive repairs and new purchases. Combined with **regular equipment upgrades**, such investments can self-justify in damage prevention and saved lives.

Lastly, Salisbury can indirectly expand emergency response capacity by **increasing elevated water storage** and improving **community access to non-emergency healthcare services**.

# Housing and Community Development



*Strong community networks fill the occasional gaps in public service. This is particularly crucial during times of crisis, when the mobility-impaired senior might have been overlooked during evacuations had it not been for the friendship with his neighbor. The Housing and Community Development Department fosters these bonds by providing our most vulnerable populations with basic needs, upholding safe and beautiful living spaces that instill pride in communities, and engaging those communities with thoughtful outreach.*

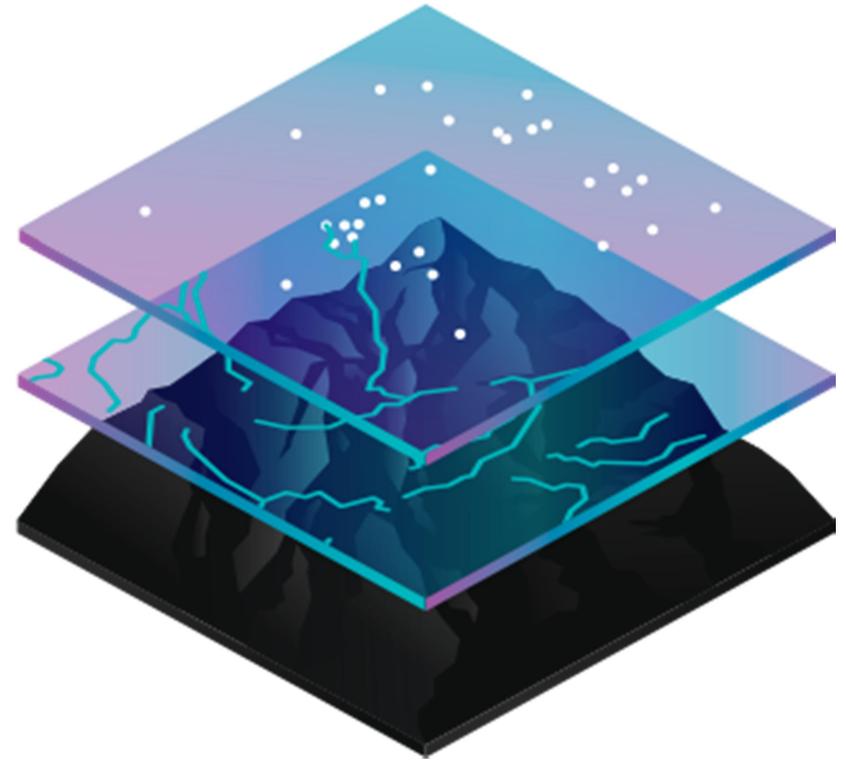
Salisbury's commitment to serving and permanently housing those facing chronic homelessness contributes immensely to **improving the sustainability of our communities and economy**, all while **diminishing lingering stressors on our emergency response capacity**. Should the City seek to expand Housing First and related services, which would only magnify existing benefits, a **reliable revenue source** should be dedicated to its funding. Given the **fragile nature of homelessness** and rehabilitation, **progress is difficult to attain and easily lost**. Without certainty, the quality and quantity of both new and existing housing is subject to budgetary discretion, in turn jeopardizing the myriad benefits derived from Housing First and related programs.



# Information Services

*Though their interactions with the public are limited when compared to other departments, the staff at Information Services provides crucial support for both informed decision-making and day-to-day operations. Without, a modern city government cannot function.*

The Geographic Information Systems Division plays a pivotal role in pursuing Salisbury's sustainability and resilience goals. **Needs assessments for communities** based on factors such as distance from grocery stores and pharmacies should be conducted to guide planning and zoning decisions. Improvements to the City's stormwater infrastructure should focus on areas of insufficient capacity, highlighted by **comprehensive mapping of stormwater inflows and outflows** that can be updated to reflect changes in pervious surface cover or infrastructure.



At their current capacity, the Information Services staff can respond quickly to cyber attacks and prevent most damage. However, improvements could be made by **hiring additional emergency response personnel** and purchasing **software that detects suspicious network behavior**. Ultimately, cyber resilience relies on employee education: a **diligent staff** is the City's best defense against network attacks.

# Infrastructure and Development



*As its multiple dedicated sections within the sustainability and resilience goals suggest, the Department of Infrastructure and Development wields considerable resources and influence in addressing structural vulnerabilities and chronic stressors. Given more robust information, the City can align its planning and spending decisions with the community's needs.*

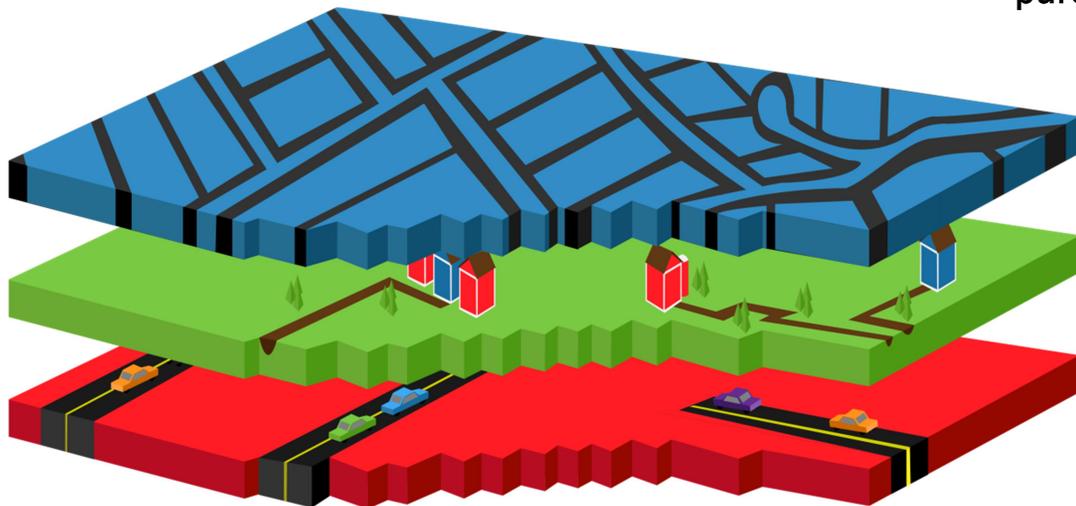
As Salisbury continues to invest in its revitalization, the City must consider new development projects with greater scrutiny. Similar to what many localities face, **aging infrastructure has placed a growing strain on the City's resources** over time. Planning and zoning for redevelopment in areas of existing service will lessen the burden of infrastructure costs by **maximizing the assessed value of the serviced area.**



## The Capital Improvement Plan is the City's most valuable tool for implementing resiliency.

Needs assessments and stormwater capacity maps generated by Information Services should influence the nature and priority of projects in the Capital Improvement Plan. **Projects that service a sustainability or resilience need** (improved pedestrian access to critical services, redundancy for water utilities, etc.) should be emphasized, while any improvements to existing **infrastructure with identified vulnerabilities must include an appropriate remedy** to minimize any repeated groundbreakings for a single area.

Critical as stormwater management may be for City resilience, such efforts are limited by baseline conditions such as sea level and tides. Assuming insufficient action is taken to reduce global greenhouse gas emissions by 2030, it is likely that **sea levels will rise to a point in which stormwater infrastructure cannot protect** properties from storm surges or tidal flooding. While new codes do provide more diligent guidelines for flood resistance, existing **properties may inevitably need to be purchased by the City** to prevent cyclical losses.

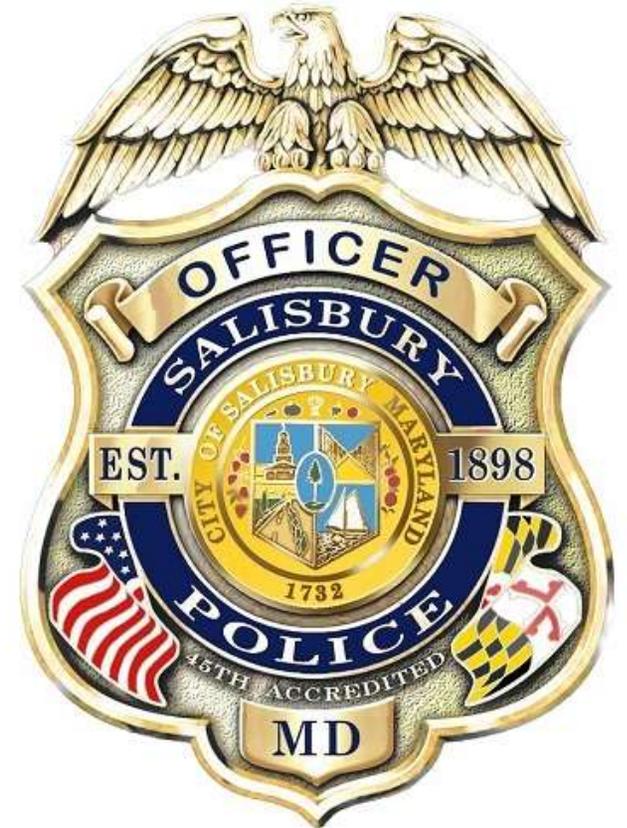


However, this does present a low-risk opportunity to **expand green open space for the public to enjoy**. Such a conversion of coastal properties could enhance nearby property values while **mitigating runoff and soil erosion**. If action must be taken, then a benefit should come of it.

# Salisbury Police Department

*Maintaining a sense of law and order during times of crisis is critical for both social and economic resilience. Further, law enforcement and crime prevention exist in a crucial feedback loop with economic development: if Salisbury is a safe place to live, then the City can attract residents and businesses that sustain the provision of critical services.*

Leadership from within the Salisbury Police Department has already taken initiative on addressing one of the key chronic stressors that impede law enforcement and crime prevention: **community trust**. In addition to hindering day-to-day activities, **weak police-community relationships can continue during crisis situations.**



Current efforts such as recognizing **community policing activities** in performance evaluations as well as the many programs run through the **Community Affairs Unit** are notable and should continue. Coupled with concerted **employment advertising across demographics**, cultural shifts encourage positive community interactions.

Outside of paradigm shifts in policing and community engagement, the greatest stressors for law enforcement in Salisbury are talent retention and the Opioid Epidemic.

As a nationally-accredited agency, the Salisbury Police Department holds its officers and administration to high standards. While training officers for Maryland Certification can better-equip the department to meet standards and improve quality of service, the competitive nature of a state-wide certification draws talented officers to higher-paying agencies elsewhere.

Offering higher salaries to officers that further-increase along the career ladder is crucial to maintaining a robust and capable force. **Competitive salaries** could also expand the department's applicant pool, possibly resulting in a **more diverse police force** that is screened more stringently for **desired communication skillsets**.

Substance abuse and Part I crimes that stem from substance abuse break down community networks, hindering communication and mutual aid during times of crisis. Further, addiction does not cease during disaster events.

While over-prescription of opioids is addressed on state and national levels, Salisbury Police Department has already taken noteworthy steps in mitigating the epidemic by **training officers how to correctly respond to overdose incidents and individuals with mental illnesses**. City officials can support mitigation efforts by financially supporting county-level addiction treatment services and connecting individuals to those services with outreach bottlenecks such as Housing and Community Development programs.



# Department of Water Works

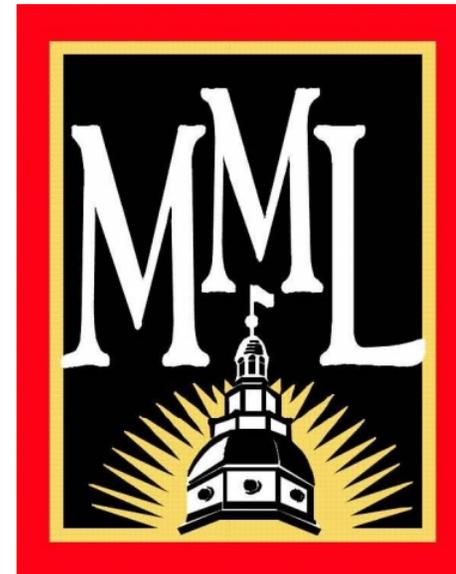
*Salisbury takes full advantage of its location and resources to deliver water of remarkable quality to the population. With some necessary improvements to its already impressive resilience, Water Works can assure that the City's needs are met well into the future without vulnerabilities to disruption.*

In order to optimize the City's resilience against water service disruptions, Salisbury must provide additional funding for **adequate staffing** and **infrastructural redundancy**. Hiring a dedicated maintenance professional would ultimately save money in **preventative maintenance benefits** and avoided contractor costs, and **increasing pay for employees with competitive certifications** could help prevent loss of skilled operators.



In spite of its comparatively lower capacity and water quality, the **Park Plant should remain in operation** for as long as it is financially feasible to do so. The resilience benefit of **drawing upon two separate aquifers is both unique and valuable**. The Park Plant is also well-equipped to provide water to southern portions of the City; should the plant be removed, additional lift stations would be needed to pump water from the Paleo Plant across Salisbury.





*Sustainability and resilience planning is only strengthened by various perspectives. Feedback is welcome and appreciated.*

# Memorandum

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

**From:** William T. Holland

**Date:** 8/9/2019

**Re:** Dirk Widdowson – Johnson Road Annexation

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Attached is the completed annexation package for the Dirk Widdowson – Johnson Road Annexation. Please have this scheduled for the August 19<sup>th</sup> City Council Work Session. Let me know if you have any questions.



# Dirk & Gayle Widdowson

---

12351 Southhampton Dr., Bishopville, MD 21813 | (410) 352-5709 | gadiwiddowson@gmail.com

January 10, 2019

Mr. William Holland  
City of Salisbury Permits and  
Inspections Manager  
125 N. Division St., Room 202  
Salisbury, MD 21801

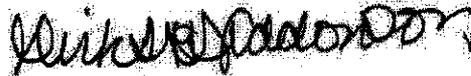
Re: *Annexation of Property Located at 927 Johnson Road*

Dear Mr. Holland:

Please be advised that I am requesting annexation of the above described parcel. My reason for same is that there are two houses on said property with two individual septic systems which one has been found to be defective and the other having a cesspool, pursuant to an inspection by Accurate Environmental Consultants, Inc. Wherefore, I am seeking annexation to be able to avail myself of city sewer and water to correct the aforementioned deficiencies. Should you need copies of the reports, I will be more than willing to provide you with copies of same.

Should you have any further questions, please do not hesitate to contact me.

Very truly yours,



Dirk W. Widdowson

DWW/ces

# 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) # 270

Map # 48

SIGNATURE (S)

*Christy M. Haddock*

1-9-19  
Date

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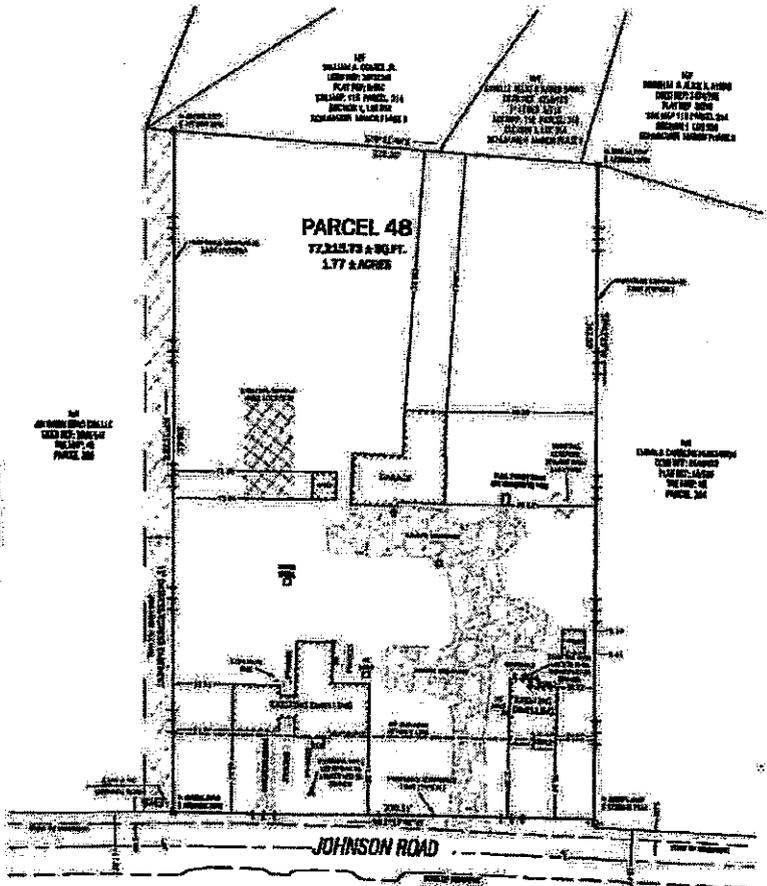
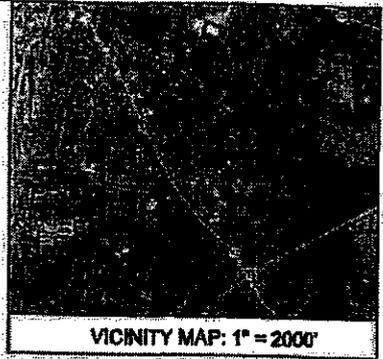
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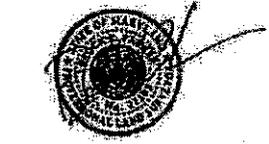
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**LEGEND**

● - IRON PIPE WITH CAP SET	--- --- --- ---	EXISTING CORPORATE LINDER LINE
○ - CONCRETE MARKER FOUND	--- --- --- ---	PROPOSED CORPORATE LINDER LINE
▲ - EXISTING WALL	--- --- --- ---	EXISTING CORPORATE LINDER LINE
○ - WOODEN WALL	--- --- --- ---	BOUNDARY BETWEEN LOTS
⊕ - LIGHT POLE	--- --- --- ---	CONTINUING OF ROADWAY
⊖ - TELEPHONE TOWER	⊗ ⊗ ⊗ ⊗	EXISTING WOODPILE AREA

- GENERAL NOTES**
- The property shown herein is owned by the State of Maryland, Department of General Services, 100 North E Street, Baltimore, MD 21201.
  - Survey conducted by L. Parker & Associates, Inc., 100 North E Street, Baltimore, MD 21201.
  - Survey conducted on 10/12/2010.
  - Survey conducted by L. Parker & Associates, Inc., 100 North E Street, Baltimore, MD 21201.
  - Survey conducted by L. Parker & Associates, Inc., 100 North E Street, Baltimore, MD 21201.
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  - Survey conducted by L. Parker & Associates, Inc., 100 North E Street, Baltimore, MD 21201.



PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE PLATS WERE PREPARED OR CORRECTED BY ME AND THAT I AM A LICENSED SURVEYOR UNDER THE JURISDICTION OF THE STATE OF MARYLAND. I AM NOT PROVIDING THESE PLATS TO ANY OTHER PARTY.

*[Signature]*  
 DATE: 10/12/2010



REVISIONS		ANNEXATION PLAT FOR ROGER L. & IRIS A. WEBSTER			
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# CONNECTEXPLORER



map: Auto (Oblique) Dates: All image 1 of 15 03/26/2016

# Memorandum

To: Amanda Pollack, Director, City of Salisbury Department of Infrastructure & Development  
From: Michael P. Sullivan, Esq.  
Date: 8/8/2019  
Re: *Fiscal Impact* – Dirk W. Widdowson; Annexation of 927 Johnson Road, Salisbury, MD 21804

## **Petition Requesting the City's Annexation of the Widdowson Property:**

Dirk W. Widdowson (“Widdowson”) 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:

Map 0048, Grid 0005, Parcel 0270, consisting of 1.77 acres more or less, and having a premises address of 927 Johnson Road, Salisbury, Maryland 21804 and 929 Johnson Road, Salisbury, Maryland 21804, and further having a Tax Identification Number of 08-020132 (the “Widdowson Property”).

If approved by the City Council, the City’s annexation of the Widdowson Property will add 1.77+/- acres of land to the municipal boundaries of the City, all of which will be zoned as “R8-A Residential” and subject to the standards set forth in Section 17.160 *et seq.* of the City of Salisbury City Code (the “City Code”). The City’s annexation of the Widdowson Property is estimated to have an immediate, annual net-positive fiscal impact on the City in the amount of \$1,254.44. This Memorandum is intended to summarize estimated costs the City will incur, and estimated revenues the City will generate, if the Widdowson Property is annexed by the City as requested by the Petition.

## **Costs Incurred by the City from the Annexation of the Widdowson Property:**

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY2020 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. With respect to the City’s annexation of the Widdowson Property, cost projections are limited solely to households added by this annexation, since no development of the Widdowson Property is currently planned, and even if it were development of the Widdowson Property will not produce new long-term employment positions in any sector.

Regardless of the nature or extent of the proposed use or the planned development of an annexed property, 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 no matter how the annexed property is ultimately used or developed. Accordingly, for purposes of this cost projection, the portion of such fixed costs is not assigned to any unknown or potential development arising from the City’s annexation of the Widdowson Property. In light of such considerations, and because there are no current development plans for the Widdowson Property, rather, upon its annexation, the Widdowson Property will remain, for the foreseeable future, improved by the (2) single-family homes (one of which is not permitted for occupancy, due to the failure of its sewage disposal system), and several small accessory structures associated with the two (2) single-family homes, existing at the Widdowson Property: The annual costs to the City for the annexation of the Widdowson is estimated to be approximately \$300.00+/-.

## **Revenues to City from the Annexation of the Widdowson Property:**

August 8, 2019

When land is annexed into the City it is immediately subject to the municipal real property tax levied by the City. The municipal real property tax is applied to the value of land and improvements located thereon. Under the City's FY2020 Budget, the municipal real property tax rate is set at \$0.9832 per \$100 of assessed value. Since no development (or redevelopment) of the Widdowson Property is planned following its annexation by the City, this Memorandum uses the actual assessed value of the Widdowson Property as determined by the Maryland State Department of Assessments and Taxation ("SDAT"), which, as of July 1, 2019, is \$158,100.00. Accordingly, using the real property tax rate adopted by the City for its FY2020 Budget, the City's total expected annual revenue from municipal real property taxes levied on the Widdowson Property is estimated to be \$1,554.44+/- . The annual real property taxes generated by the annexation of the Widdowson Property will likely increase (perhaps substantially) whenever it is developed (or redeveloped) for higher residential density, as permitted in the City's R8-A zoning district (the zoning for the Widdowson Property upon its annexation into the City). Because the Widdowson Property is not planned for any commercial and/or industrial use, no personal property tax receipts will accrue from the City's annexation of the subject property.

Lastly, the City imposes certain user fees, capacity fees and impact fees, which the City charges to applicants for permits and/or users of certain public services provided by the City. Because it is unknown when Widdowson will request connection of the Widdowson Property to the City's public water and sewer utilities, the capacity fees the City will (eventually) charge Widdowson to connect the Widdowson Property to public water and sewer utilities, as well as the service charges that will arise from the usage of water and sewer utilities at the Widdowson Property once connected to the City's systems (regardless of any new development at the property), is not included as part of the analysis contained in this Memorandum. Nonetheless, because such capacity fees and water/sewer service charges are not included in this analysis (nor are permit fees for any new development of the property), this Memorandum very likely undercounts the total revenue the City will ultimately realize from its annexation of the Widdowson Property.

**Conclusion:**

Because there are no development (or redevelopment) plans for the Widdowson Property, and because the costs incurred by the City for public services provided to the Widdowson Property are likely to equal the costs attributable to an existing single-family home located within the City's municipal limits – which are relatively minimal – the City's annexation of the Widdowson Property is estimated to have an immediate net-positive fiscal impact to the City in the amount of approximately \$1,254.44+/- .



July 15, 2019

Dirk W. Widdowson  
927 Johnson Road  
Salisbury, Maryland

RE: Annexation Zoning-927 Johnson Road  
Map 48-Parcel 270  
City of Salisbury, Wicomico County, Maryland

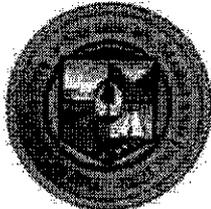
Dear Mr. Owen,

The Salisbury-Wicomico Planning Commission at its May 16, 2019 meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **R-8A Residential** 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)

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  
May 16, 2019**

**I. BACKGROUND INFORMATION:**

Project Name: 927 Johnson Road  
Applicant/Owner: Dirk W. Widdowson  
Infrastructure and Development Project No.: 19-021  
Nature of Request: Zoning Recommendation for Annexation  
Location of Property: 927 Johnson Road; Map #48; Grid #5; Parcel #270  
Requested Zoning District: R-8A Residential

**II. SUMMARY OF REQUEST:**

**A. Introduction:**

The City Administration has referred the 927 Johnson Road Annexation (**Attachment 1-A thru 1-F**) to the Planning Commission for review and recommendation of an appropriate zoning designation. The property is located on the northerly side of Johnson Road.

**B. Area Description:**

The requested annexation area consists of one parcel 1.77 acres in size and has two existing dwellings and other outbuildings.

**III. ZONING ANALYSIS:**

**A. Existing Zoning:**

The annexation area is currently zoned as R-20 County. The area directly to the north, Schumaker Manor, is zoned City R-8 Residential. The area to the southwest, Summersgate, is zoned City R-8A Residential.

**B. City and County Plans.**





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

Both the city and county Comprehensive Plans designate this property and area as Low-Density Residential. (Attachment 2)

**C. 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.

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. This property is included within the Municipal Growth Area, and designates this area as Mixed Use.

W.C.

b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted the County Plan on March 21, 2017.

**3. Maryland Law.**

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



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

1. **The Five-Year Rule.** First, the rule is applied solely on zoning. The issue becomes the degree of use 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 defined as a density change. The five-year rule does not apply for a density change unless the proposed zoning is denser by 50 percent. For example, if the current zoning permits 1 unit per acre, the new zoning can be subject to the five-year rule if it permits anything more than 1.5 units per acre. A municipality may obtain a waiver from the county to avoid the five-year wait until the new zoning classification applies.
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 (unless extended for up to two six-month periods). The Plan must be provided to the county and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

#### **IV. DEVELOPMENT SCENARIO:**

**A. Proposed Use:**

The applicant is proposing no change in use at this time. Applicant is requesting connection to City sewer due to a failing septic system.

**B. Access:**

Currently there are two entrances on Johnson Road.

**C. Configuration and Design:**

The annexation area is rectangular in shape and adjoins the existing City boundary to the north (Schumaker Manor).



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

**V. ZONING RECOMMENDATION:**

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned R-20 Residential in the County.

The adopted Salisbury Comprehensive Plan designates this property and area as "Low-Density Residential", and the proposed use and requested zoning classification meet this designation by utilizing the R-8A Residential zoning. )

Staff recommends that the Planning Commission forward a **Favorable** recommendation to the Mayor and City Council for this property to be zoned **R-8A Residential** upon annexation.

# Memorandum

To: Amanda Pollack, Director Infrastructure & Development

From: William T. Holland *[Signature]*

Date: 1/16/2019

Re: City Council Work Session Overview of the Proposed Annexation 927 Johnson Rd

---

The Department of Infrastructure & Development requests the 927 Johnson Rd annexation be placed on the City Council work session scheduled for Monday, February 4<sup>th</sup>. As part of the presentation, the City Council will be provided information related to this request, including, but not limited to the following:

- Purpose of the request; *to annex*
- Consistency with applicable plans and policies;
- Overview of next steps; and
- Obtain consent of the Council to proceed with the annexation request.

Consistent with the City's 2006 Annexation Policies and Procedures, the applicant has signed the annexation agreement. Moreover, the annexation petitioner has paid the required annexation fee to begin the annexation process.

The 1.77 acre site is located at the northern quadrant of Johnson Rd. and its rear property line is contiguous to the Schumaker Manor development. This request does not contain a concept development plan because the site is developed with two existing dwelling units and several out buildings.

Attached, please find the cover letter and the signed annexation petition along with an annexation survey, and an aerial map of the location.

Staff is available to answer questions about this request.

# Dirk & Gayle Widdowson

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12351 Southhampton Dr., Bishopville, MD 21813 | (410) 352-5709 | gadiwiddowson@gmail.com

January 10, 2019

Mr. William Holland  
City of Salisbury Permits and  
Inspections Manager  
125 N. Division St., Room 202  
Salisbury, MD 21801

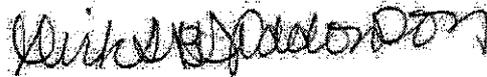
Re: *Annexation of Property Located at 927 Johnson Road*

Dear Mr. Holland:

Please be advised that I am requesting annexation of the above described parcel. My reason for same is that there are two houses on said property with two individual septic systems which one has been found to be defective and the other having a cesspool, pursuant to an inspection by Accurate Environmental Consultants, Inc. Wherefore, I am seeking annexation to be able to avail myself of city sewer and water to correct the aforementioned deficiencies. Should you need copies of the reports, I will be more than willing to provide you with copies of same.

Should you have any further questions, please do not hesitate to contact me.

Very truly yours,



Dirk W. Widdowson

DWW/ces

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ATTACHMENT 1-B

# 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) # 270  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Map # 48  
\_\_\_\_\_

SIGNATURE (S)

*Christina M. Anderson*

1-9-19  
Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date



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

CERTIFICATION

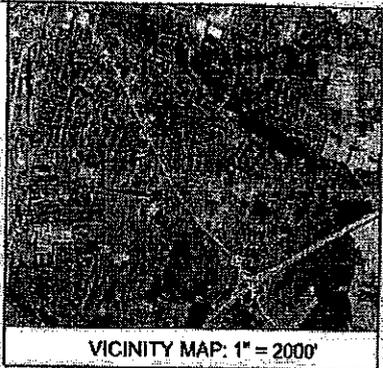
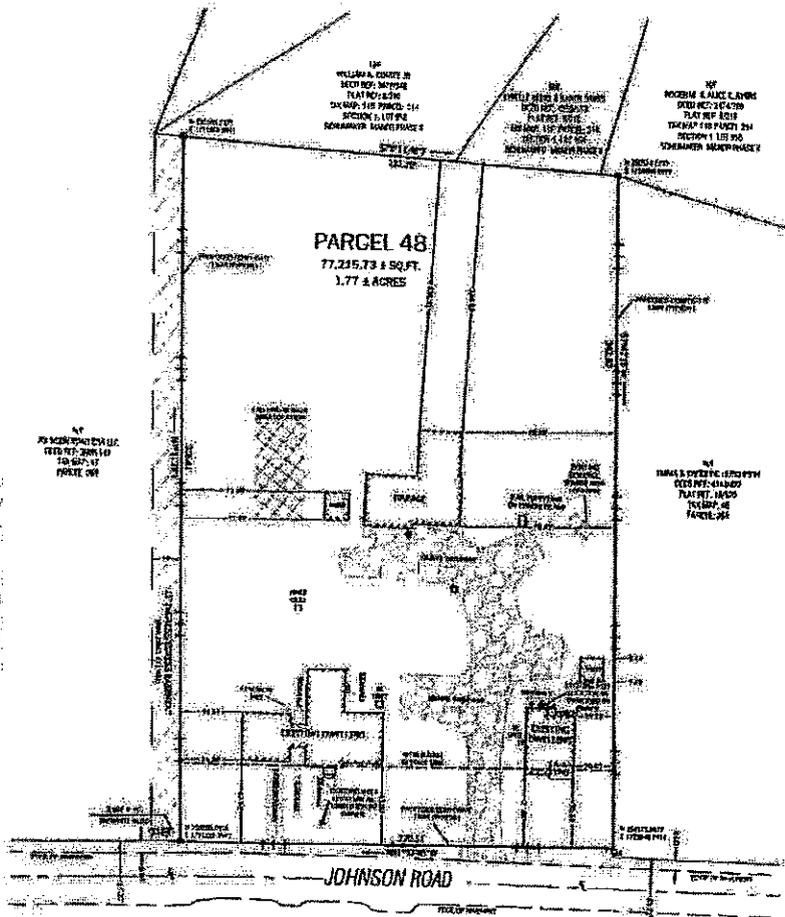
JOHNSON ROAD – WIDDOWSON PROPERTY ANNEXATION

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

Leslie C. Sherrill  
Surveyor

Date: 3/5/19

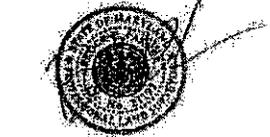
Johnson Road – Widdowson Property – Certification – 3-5-19.doc



**LEGEND**

●	EXISTING CORNER MARKERS	— — — — —	EXISTING CORPORATE LIMITS LINE
○	PROPOSED CORNER MARKERS	— — — — —	PROPOSED CORPORATE LIMITS LINE
▲	EXISTING POLE	— — — — —	EXISTING CHAMPFERED CORNER
○	PROPOSED POLE	— — — — —	CHAMPFERED CORNER
☆	EXISTING UTILITY	— — — — —	CHAMPFERED CORNER
○	PROPOSED UTILITY	— — — — —	CHAMPFERED CORNER
□	EXISTING ROADWAY	— — — — —	CHAMPFERED CORNER
□	PROPOSED ROADWAY	— — — — —	CHAMPFERED CORNER

- GENERAL NOTES**
- The property shown herein is conveyed by:
  - The property shown herein is conveyed by:
  - The property shown herein is conveyed by:
  - The property shown herein is conveyed by:
  - The property shown herein is conveyed by:
  - The property shown herein is conveyed by:
  - The property shown herein is conveyed by:
  - The property shown herein is conveyed by:
  - The property shown herein is conveyed by:
  - The property shown herein is conveyed by:



PROFESSIONAL ENGINEER (REGISTERED) STATE OF MARYLAND  
 ROGER L. PARKER  
 LICENSE NO. 12345

REVISIONS		DATE		BY	
1	ISSUED	1/22/2018	RLP	IRW	IRW
2	REVISED				
3	REVISED				
4	REVISED				
5	REVISED				
6	REVISED				
7	REVISED				
8	REVISED				
9	REVISED				
10	REVISED				

**ANNEXATION PLAT FOR ROGER L. & IRIS A. WEBSTER**

MUTTER ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

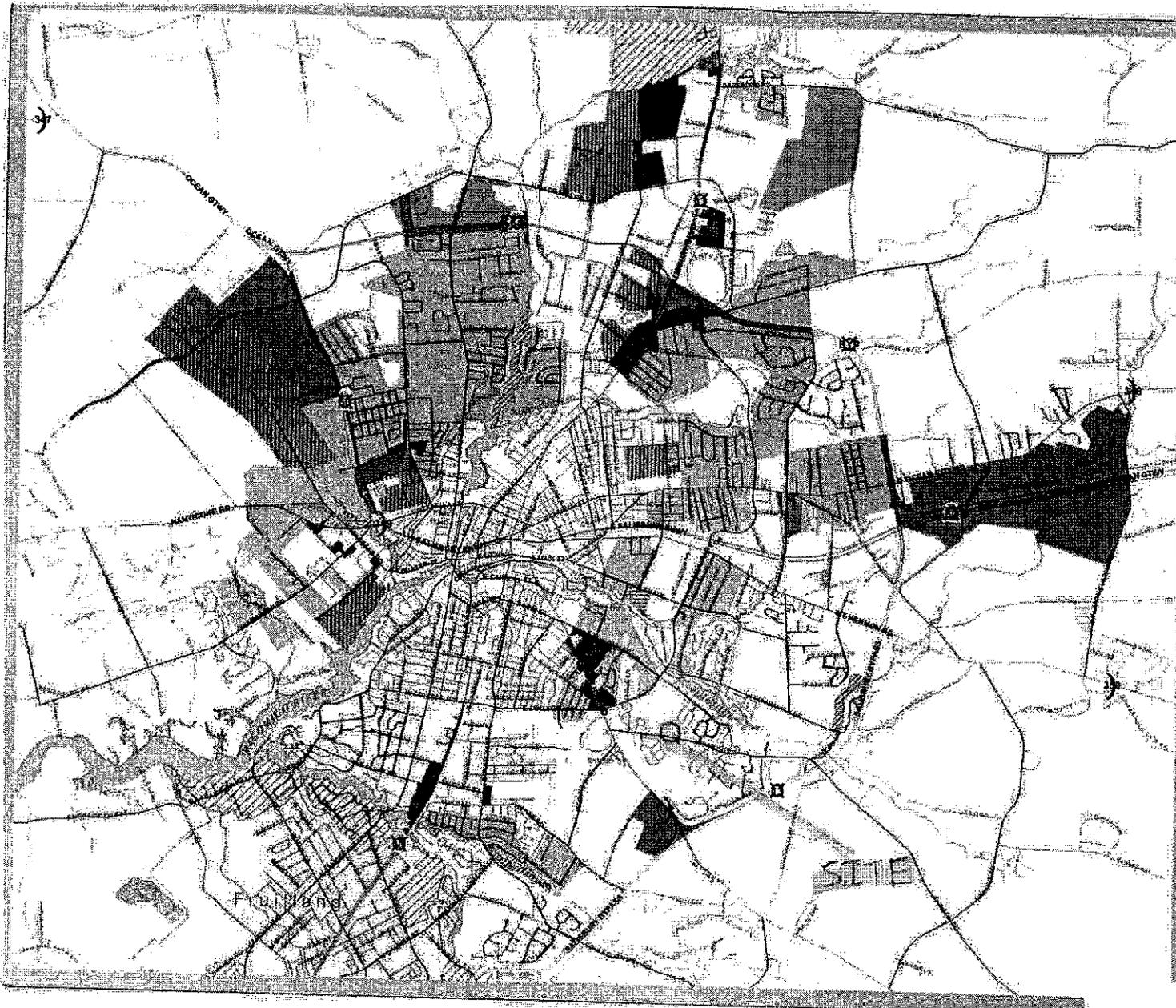
SCALE	1" = 40'	DATE	1/22/2018	APP'D	IRW
DRAWN BY	RLP	CHECKED BY	IRW	DATE	1/22/18







map: Auto (Oblique) Dates: All image 1 of 15 03/26/2016



City of Salisbury  
Comprehensive Plan

- Major Roads
- Minor Roads
- Local Roads
- Westside Collector
- Streams
- Waterbodies
- Salisbury Corporate Limits
- Fruitland/Delmar Growth Areas
- Low Density Residential-3A26 5R ac (21.85%)
- Medium Density Residential-44R 3R ac (3.65%)
- High Density Residential-44R 3R ac (3.65%)
- Business and Institutional-7R R3 ac (0.23%)
- Commercial-407.2 ac (3.34%)
- Industrial-99R 6R ac (8.13%)
- Mixed Use-1069.23 ac (8.7%)
- Parks and Open Spaces-144.76 ac (1.18%)
- Salisbury University-261.35 ac (2.13%)
- Medians and ROW-1073.5R ac (8.74%)
- Waterbodies-13R 36 ac (1.13%)

Sources:  
\*Salisbury/Wicomico Department of Planning,  
Zoning & Community Development

Salisbury/Wicomico County Department  
of Planning, Zoning & Community Development



ATTACHMENT 2

Map 11-3: Growth Area  
Future Land Use



City of Salisbury, Maryland  
2010 Comprehensive Plan

**RESOLUTION NO. 2968**

A RESOLUTION of the City of Salisbury to adopt an annexation plan for a certain area of land contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be known as "Johnson Road – Dirk Widdowson Annexation" beginning for the same at a point being South from a corner of the existing Corporate Limit of the City of Salisbury and also being on the westerly line of and near the northwesterly corner of the lands of Dirk Widdowson located at 927 Johnson Road continuing around the perimeter of the affected property to the point of beginning.

WHEREAS the City of Salisbury is considering the annexation of a parcel of land contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be known as "Johnson Road-Dirk Widdowson Annexation" beginning for the same at a point being South from a corner of the existing Corporate Limit of the City of Salisbury and also being on the westerly line of and near the northwesterly corner of the lands of Dirk Widdowson located at 927 Johnson Road continuing around the perimeter of the affected property to the point of beginning; 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 required pursuant to the law is scheduled for \_\_\_\_\_, 2019 at 6:00p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT an annexation plan for the "Johnson Road – Dirk Widdowson Annexation," as set forth in **Exhibit A** attached hereto and made a part hereof, is adopted for that area of land

28 located and binding upon the southerly Corporate Limit of the City of Salisbury and also  
29 being on the westerly line of and near the northwesterly corner of the lands of Dirk  
30 Widdowson located at 927 Johnson Road continuing around the perimeter of the affected  
31 property to the point of beginning, and being more particularly described in **Exhibit B**  
32 attached hereto and made a part hereof; said parcel being contiguous to and binding upon  
33 the Corporate Limit of the City of Salisbury.

34 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the Council  
35 shall hold a public hearing on the annexation plan hereby proposed on \_\_\_\_\_  
36 2019 at 6:00p.m. in the Council Chambers at the City-County Office Building and the City  
37 Administrator shall cause a public notice of time and place of said hearing to be published  
38 not fewer than two (2) times at not less than weekly intervals, in a newspaper of general  
39 circulation in the City of Salisbury, which said notice shall specify a time and place at which  
40 the Council of the City of Salisbury will hold a public hearing on the Resolution.

41 The above Resolution was introduced and read and passed at the regular meeting of  
42 the Council of the City of Salisbury held on \_\_\_\_\_, 2019, having been duly  
43 published as required by law in the meantime a public hearing was held on \_\_\_\_\_  
44 \_\_\_\_\_, 2019, and was finally passed by the Council at its regular meeting held on  
45 \_\_\_\_\_, 2019.

46 \_\_\_\_\_  
47 Kimberly R. Nichols,  
48 City Clerk

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

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

51 \_\_\_\_\_  
52 Jacob R. Day,  
53 Mayor

## JOHNSON ROAD – DIRK WIDDOWSON PROPERTY

Beginning for the same at a point being South seventy-eight degrees twelve minutes twenty-one seconds East (S 78° 12' 21" E) fourteen decimal seven, two (14.72) feet from a corner of the existing Corporate Limits Line of the City of Salisbury, MD and also being on the westerly line of and near the northwesterly corner of the lands of Dirk W. Widdowson located at 927 Johnson Road X 1,209,443.16 Y 189,812.35 (1) Thence by and with the said line of the Widdowson land South seven degrees thirty-one minutes twenty-seven seconds West (S 7° 31' 27" W) three hundred fifty-five decimal five, two (355.52) feet to a point on the northerly right of way line of Johnson Road being the southwesterly corner of the said Widdowson land. X 1,209,396.61 Y 189,459.89 (2) Thence by and with the said line of Johnson Road South eighty-one degrees fifty-seven minutes forty-four seconds East (S 81° 57' 44" E) two hundred twenty decimal five, two (220.52) feet to a point at the southeasterly corner of the said Widdowson land. X 1,209,614.95 Y 189,429.05 (3) Thence by and with the easterly line of the said Widdowson land North seven degrees forty-two minutes fifteen seconds East (N 7° 42' 15" E) three hundred forty decimal nine, six (340.96) feet to a point on the aforementioned line of the Corporate Limits of Salisbury, MD, near the northeasterly corner of the said Widdowson land. Said point being North seventy-eight degrees twelve minutes twenty-one seconds West (N78° 12' 21" W) two decimal nine, six (2.96) feet from a corner of the said Corporate Limits Line. X 1,209,660.66 Y 189,766.93 (4) Thence by and with the said Corporate Limits line North seventy-eight degrees twelve minutes twenty-one seconds West (N78° 12' 21" W) two hundred twenty-two decimal two, zero (222.20) feet to the point of beginning.

Annexation containing 1.767 acres, more or less.



Exhibit B

**ANNEXATION PLAN  
FOR THE  
DIRK W. WIDDOWSON – JOHNSON ROAD  
ANNEXATION  
TO THE CITY OF SALISBURY**

July 26, 2019

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

- At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on February 4, 2019, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by Dirk W. Widdowson (“**Widdowson**”), dated January 9, 2019, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcel of land:
  - Map 0048, Grid 0005, Parcel 0270, consisting of 1.77 acres more or less, and having a premises address of 927 Johnson Road, Salisbury, Maryland 21804 and 929 Johnson Road, Salisbury, Maryland 21804, and further having a Tax Identification Number of 08-020132 (the “**Widdowson Property**”).
- At the May 16, 2019 Meeting of the Salisbury-Wicomico County Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Widdowson Property and approved a favorable recommendation to the City for the proposed zoning of the Widdowson Property.
- On \_\_\_\_\_, 2019, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Widdowson 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 Widdowson Property, as requested by the Annexation Petition submitted by Widdowson. Furthermore, at the \_\_\_\_\_ 2019, Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, 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 Widdowson Property.** Widdowson is the Petitioner for annexation of the Widdowson Property. All that certain real property defined herein as the Widdowson Property was conveyed unto Widdowson by Deed from Dirk W. Widdowson, Personal Representative of the Estate of Roger L. Webster, dated September 13, 2018 and recorded among the Land Records of Wicomico County, Maryland in Liber 4378, folio 0160.

**1.2. Location.** The Widdowson Property is located on the Northerly side of and binding upon the County Road leading from Salisbury to Johnson’s Mill known as “Johnson Road.” The Widdowson Property is located at the southern limits of Salisbury. As explained in Section 1.3(b) of this Annexation Plan: despite being identified as just one parcel by the Maryland State Department of Assessments and Taxation (“**SDAT**”) (i.e. Map 0048, Grid 0005, Parcel 0270), the Widdowson Property has two premises addresses: 927 Johnson Road, Salisbury, Maryland 21804 and 929 Johnson Road, Salisbury, Maryland 21804.

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

- (a) The Widdowson Property consists of 1.77 +/- acres of land as more particularly depicted and described by a plat entitled "Annexation Plat, 927 Johnson Road, Salisbury, For: Dirk W. Widdowson", dated May 31, 2019 and prepared by Parker & Associates, Inc., which is intended to be recorded among the Plat Records of Wicomico County, Maryland following the City's annexation of the Widdowson Property (the "**Annexation Plat**"). (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*). The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the "**Widdowson Property Description**").
- (b) As depicted on the Annexation Plat, the Widdowson Property is improved by two (2), separate residential dwellings located on the easterly and westerly ends of the property respectively, along with several accessory structures. (*See Exhibit A*). Each of the two (2) residential dwellings on the Widdowson Property is (or was) served by a separate, independent sewage disposal system. As set forth below, the Annexation Petition submitted by Widdowson arises exclusively from the failure or impending failure of the sewage disposal systems installed at the Widdowson Property:
- The residential dwelling located on the easterly side of the Widdowson Property has a premises address of 929 Johnson Road, Salisbury, Maryland 21804 and is occupied by a single tenant (said residential dwelling is hereinafter referred to as the "**929 Johnson Road Dwelling**"). The sewage disposal system serving the 929 Johnson Road Dwelling is currently operative and in working condition; however, that sewage disposal system is in the form of a cesspool. The cesspool at the 929 Johnson Dwelling has already been deemed "insufficient for repair"; consequently, under applicable law, if/when the cesspool fails, Widdowson (or his successor-in-interest) will be prohibited from repairing or replacing it, effectively terminating the occupancy and use of the 929 Johnson Road Dwelling indefinitely because there will be no functional sewage disposal system to serve it.
  - The residential dwelling located on the westerly side of the Widdowson Property has a premises address of 927 Johnson Road, Salisbury, Maryland 21804 (said residential dwelling is hereinafter referred to as the "**927 Johnson Road Dwelling**"). The sewage disposal system that served the 927 Johnson Road Dwelling was a septic system which recently failed, rendering the 927 Johnson Road Dwelling ineligible for occupancy. An inspection of the failed septic system concluded it was "insufficient for repair", prohibiting the repair or replacement of the septic system and, therefore, preventing any permitted occupancy or use of the 927 Johnson Road Dwelling.
  - Because the 927 Johnson Road Dwelling has failed and cannot be repaired or replaced, and because the cesspool for the 929 Johnson Road Dwelling has already been deemed insufficient for repair or replacement if/when it fails, Widdowson has requested the City annex the Widdowson Property for the sole purpose of availing the Widdowson Property the opportunity to connect to, and eventually be served by, the City's public water and sewer utilities. Without annexation, and the access to public utilities it provides, not only will there be no pathway for any future, long-term development of the Widdowson Property (regardless of size or scope), but permitted occupancy of the Widdowson Property will – sooner rather than later – be barred indefinitely.

1.4. **Existing Zoning.** All of the Widdowson Property is currently zoned R-20 Residential under the Wicomico County Code. The property adjoining the Widdowson Property is identified as: Map 116, Parcel 314, Section 1, Lot 952; Map 116, Parcel 314, Section 1, Lot 954; and, Map 116, Parcel 314, Section 1, Lot 956 (collectively the "**Schumaker Manor Parcels**"). The Schumaker Manor Parcels are all located within the municipal limits of the City and are all zoned R-8 Residential under the City of Salisbury City Code (the "**City**



Code”). The land area located to the southwest of the Widdowson Property, developed as a planned community for retirees and known as “SummersGate Active Lifestyle Community” (“SummersGate”), is located within the municipal limits of the City and all parcels of land comprising the SummersGate community are zoned R-8A under the City Code.

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

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

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

**2.2. Proposed Zoning for Widdowson Property.** Upon its annexation, the Widdowson Property is proposed to be zoned as “R-8A”. Per Section 17.160.010 of the City Code, the purpose of the “R-8A” zoning district is: “to recognize those areas of the city that have developed or are suitable for development with apartments or townhouses and to provide additional areas where they may be developed at densities compatible to existing or future residential development within or adjoining the districts. These districts are located in areas which are presently served or which can be served by existing municipal public utilities of water, sanitary sewer and storm drains and which contain the services and amenities necessary for concentrations of population and traffic normally associated with apartment and townhouse development.”

**2.3. Proposed Land Use for Widdowson Property.** No development is proposed for the Widdowson Property upon its annexation, nor is any development of the Widdowson Property expected to occur in the near future. As set forth in Section 1.3(b) of this Annexation Plan, the Widdowson Property is improved by two single-family residential dwellings: the 929 Johnson Road Dwelling and the 927 Johnson Road Dwelling. The sewage disposal system serving the 929 Johnson Road Dwelling is a cesspool, and is ineligible for repair or replacement if/when it fails; the sewage disposal system that served the 927 Johnson Road Dwelling was a septic system, and it had already failed before Widdowson submitted the Annexation Petition. Widdowson has requested the City annex the Widdowson Property so that it can be connected to City public water and sewer utility service, after extension of the utilities to the Widdowson Property. The size and scope of the utility extension necessary to serve the Widdowson Property will depend on the type of development or redevelopment (if any) ultimately planned for the Widdowson Property, subject to the Planning Commission’s approval.

**2.4. Conditional Subdivision of the Widdowson Property.** Notwithstanding the terms set forth in Section 2.3 of this Annexation Plan, in the event Widdowson (or his successor(s)-in-interest, as the case may be) requests the City extend public water and sewer utilities to serve the Widdowson Property as it is currently improved (i.e. maintaining the 927 Johnson Road Dwelling and the 929 Johnson Road Dwelling on the Widdowson Property as two (2) separate residential dwellings), the City’s approval of that request shall be conditioned upon subdividing the Widdowson Property into no less than two (2) parcels, so that the 927 Johnson Road Dwelling and the 929 Dwelling are located on separate parcels of land, unless otherwise agreed to by the Director of the City of Salisbury Department of Infrastructure and Development.

**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.** Currently, and following its annexation by the City, the Widdowson Property can be accessed by Johnson Road, a County Road.

**3.2. Water and Wastewater Treatment.** As currently improved, the Widdowson Property will create a demand of about 500 gallons per day (250 gallons per day for the 927 Johnson Road Dwelling, and 250 gallons per day for the 929 Johnson Road Dwelling). Subject to the terms contained in Section 2.4 of this Annexation Plan, Widdowson, at his sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Widdowson Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Widdowson Property.

**3.3. Schools.** The Widdowson Property will not generate any additional pupil enrollment and will have no impact on school capacity.

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

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

**3.6. Police.** The City of Salisbury Police Department will provide police services to the Widdowson 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.** The City provides garbage and recycling collection for single-family residential dwellings located within the municipal limits. Upon annexation of the Widdowson Property, the City will provide municipal garbage and recycling collection services for the Widdowson Property, subject to any future development and/use of the Widdowson Property which requires garbage and recycling collection service from 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.** The City's annexation of the Widdowson Property is consistent with applicable Maryland and local law. The Annexation Petition does not arise from any development scheme for the Widdowson Property; indeed, as of the date of this Annexation Plan, there are no plans to develop (or redevelop) the Widdowson Property following its annexation, and any future development (or redevelopment) of the Widdowson Property will be subject to the review and approval of the Planning Commission. In this matter, Widdowson's request for the City's annexation of the Widdowson Property arises exclusively from the insufficient and already-failed private sewage disposal systems that serve (or formerly served) the two (2) single-family dwellings located on the Widdowson Property (i.e. the 927 Johnson Road Dwelling and 929 Johnson Road Dwelling, as defined hereinabove).

1  
2  
3 **RESOLUTION NO. 2967**

4 A RESOLUTION of the City of Salisbury proposing the  
5 annexation to the City of Salisbury of certain area of land  
6 contiguous to and binding upon the southerly Corporate Limit  
7 of the City of Salisbury to be known as "Johnson Road - Dirk  
8 Widdowson Property Annexation" beginning for the same at a  
9 point being South from a corner of the existing Corporate Limit  
10 of the City of Salisbury and also being on the westerly line of  
11 and near the northwesterly corner of the lands of Dirk  
12 Widdowson located at 927 Johnson Road continuing around  
13 the perimeter of said land to the point of beginning.

14 WHEREAS the City of Salisbury has received a petition to annex dated January 9,  
15 2019, attached hereto as **Exhibit 1**, signed by at least twenty-five percent (25%) of the  
16 persons who are resident registered voters and of the persons who are owners of at least  
17 twenty-five percent (25%) of the assessed valuation of the real property in the area sought  
18 to be annexed binding upon the southerly Corporate Limit of the City of Salisbury to be  
19 known as "Johnson Road - Dirk Widdowson Property Annexation" beginning for the same  
20 at a point on the Corporate Limit, said point being South from a corner of the existing  
21 Corporate Limit of the City of Salisbury and also being on the westerly line of and near the  
22 northwesterly corner of the lands of Dirk Widdowson located at 927 Johnson Road  
23 continuing around the perimeter of said land to the point of beginning.

24 WHEREAS the City of Salisbury has caused to be made a certification of the  
25 signatures on said petition for annexation and has verified that the persons signing the  
26 petition represent at least twenty-five percent (25%) of the persons who are eligible voters  
27 and property owners owning twenty-five percent (25%) of the assessed valuation of real  
28 property in the area to be annexed, all as of March 5, 2019, and, as will more particularly  
29 appear by the certification of Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached  
30 hereto as **Exhibit 2**; and

31 WHEREAS it appears that the petition dated January 9, 2019, meets all the  
32 requirements of the law; and

33 WHEREAS the public hearing is scheduled for \_\_\_\_\_, 2019 at  
34 6:00 p.m.

35 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY  
36 THAT it is hereby proposed and recommended that the boundaries of the City of Salisbury  
37 be changed to annex and include within said City all that parcel of land together with the  
38 persons residing therein and their property, contiguous to and binding upon the southerly  
39 Corporate Limit of the City of Salisbury beginning for the same at a point on the Corporate  
40 Limit, said point being South from a corner of the existing Corporate Limit of the City of  
41 Salisbury and also being on the westerly line of and near the northwesterly corner of the  
42 lands of Dirk Widdowson located at 927 Johnson Road continuing around the perimeter of  
43 said land to the point of beginning, and being described more particularly on **Exhibit A**,  
44 attached hereto, and made a part hereof.

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

48 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Zoning Map  
49 of the City of Salisbury shall be amended to include this newly annexed property in the R-  
50 8A residential zoning district. Said property is presently classified as R-20 Residential  
51 District under the zoning laws of Wicomico County.

52 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council hold a  
53 public hearing on the annexation hereby proposed on \_\_\_\_\_, 2019 at 6:00

54 p.m. in the Council Chambers at the City-County Office Building and the City Administrator  
55 shall cause a public notice of time and place of said hearing to be published not fewer than  
56 two (2) times at not less than weekly intervals, in at least one newspaper of general  
57 circulation in the City of Salisbury, which said notice shall specify a time and place at which  
58 the Council of the City of Salisbury will hold a public hearing on the Resolution, which date  
59 shall be no sooner than 15 days after the final required date of publication specified above.

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

64 The above Resolution was introduced, read and passed at the regular meeting of the  
65 Council of the City of Salisbury held on \_\_\_\_\_, 2019, having been duly published  
66 as required by law; in the meantime a public hearing was held on \_\_\_\_\_, 2019,  
67 and was finally passed by the Council at its regular meeting held on \_\_\_\_\_,  
68 2019.

69 \_\_\_\_\_  
70 \_\_\_\_\_  
71 Kimberly R. Nichols,  
72 City Clerk

\_\_\_\_\_

John R. Heath,  
Council President

73  
74 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2019.

75 \_\_\_\_\_  
76 \_\_\_\_\_  
77 Jacob R. Day,  
78 Mayor

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

---

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 270  
\_\_\_\_\_  
\_\_\_\_\_

Map # 48  
\_\_\_\_\_

SIGNATURE (S)

*Christina Middleton*

1-9-19  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date



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

CERTIFICATION

JOHNSON ROAD – WIDDOWSON PROPERTY 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.

A handwritten signature in black ink, appearing to read "Leslie C. Sherrill".

Leslie C. Sherrill  
Surveyor

Date: 3/5/19

Johnson Road – Widdowson Property – Certification – 3-5-19.doc

EXHIBIT A

JOHNSON ROAD – DIRK WIDDOWSON PROPERTY

Beginning for the same at a point being South seventy-eight degrees twelve minutes twenty-one seconds East (S 78° 12' 21" E) fourteen decimal seven, two (14.72) feet from a corner of the existing Corporate Limits Line of the City of Salisbury, MD and also being on the westerly line of and near the northwesterly corner of the lands of Dirk W. Widdowson located at 927 Johnson Road X 1,209,443.16 Y 189,812.35 (1) Thence by and with the said line of the Widdowson land South seven degrees thirty-one minutes twenty-seven seconds West (S 7° 31' 27" W) three hundred fifty-five decimal five, two (355.52) feet to a point on the northerly right of way line of Johnson Road being the southwesterly corner of the said Widdowson land. X 1,209,396.61 Y 189,459.89 (2) Thence by and with the said line of Johnson Road South eighty-one degrees fifty-seven minutes forty-four seconds East (S 81° 57' 44" E) two hundred twenty decimal five, two (220.52) feet to a point at the southeasterly corner of the said Widdowson land. X 1,209,614.95 Y 189,429.05 (3) Thence by and with the easterly line of the said Widdowson land North seven degrees forty-two minutes fifteen seconds East (N 7° 42' 15" E) three hundred forty decimal nine, six (340.96) feet to a point on the aforementioned line of the Corporate Limits of Salisbury, MD, near the northeasterly corner of the said Widdowson land. Said point being North seventy-eight degrees twelve minutes twenty-one seconds West (N78° 12' 21" W) two decimal nine, six (2.96) feet from a corner of the said Corporate Limits Line. X 1,209,660.66 Y 189,766.93 (4) Thence by and with the said Corporate Limits line North seventy-eight degrees twelve minutes twenty-one seconds West (N78° 12' 21" W) two hundred twenty-two decimal two, zero (222.20) feet to the point of beginning.

Annexation containing 1.767 acres, more or less.



Exhibit B

**ANNEXATION PLAN  
FOR THE  
DIRK W. WIDDOWSON – JOHNSON ROAD  
ANNEXATION  
TO THE CITY OF SALISBURY**

July 26, 2019

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

- At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on February 4, 2019, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by Dirk W. Widdowson (“**Widdowson**”), dated January 9, 2019, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcel of land:
  - Map 0048, Grid 0005, Parcel 0270, consisting of 1.77 acres more or less, and having a premises address of 927 Johnson Road, Salisbury, Maryland 21804 and 929 Johnson Road, Salisbury, Maryland 21804, and further having a Tax Identification Number of 08-020132 (the “**Widdowson Property**”).
- At the May 16, 2019 Meeting of the Salisbury-Wicomico County Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Widdowson Property and approved a favorable recommendation to the City for the proposed zoning of the Widdowson Property.
- On \_\_\_\_\_, 2019, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Widdowson 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 Widdowson Property, as requested by the Annexation Petition submitted by Widdowson. Furthermore, at the \_\_\_\_\_ 2019, Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, 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 Widdowson Property.** Widdowson is the Petitioner for annexation of the Widdowson Property. All that certain real property defined herein as the Widdowson Property was conveyed unto Widdowson by Deed from Dirk W. Widdowson, Personal Representative of the Estate of Roger L. Webster, dated September 13, 2018 and recorded among the Land Records of Wicomico County, Maryland in Liber 4378, folio 0160.

**1.2. Location.** The Widdowson Property is located on the Northerly side of and binding upon the County Road leading from Salisbury to Johnson’s Mill known as “Johnson Road.” The Widdowson Property is located at the southern limits of Salisbury. As explained in Section 1.3(b) of this Annexation Plan: despite being identified as just one parcel by the Maryland State Department of Assessments and Taxation (“**SDAT**”) (i.e. Map 0048, Grid 0005, Parcel 0270), the Widdowson Property has two premises addresses: 927 Johnson Road, Salisbury, Maryland 21804 and 929 Johnson Road, Salisbury, Maryland 21804.

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

- (a) The Widdowson Property consists of 1.77 +/- acres of land as more particularly depicted and described by a plat entitled "Annexation Plat, 927 Johnson Road, Salisbury, For: Dirk W. Widdowson", dated May 31, 2019 and prepared by Parker & Associates, Inc., which is intended to be recorded among the Plat Records of Wicomico County, Maryland following the City's annexation of the Widdowson Property (the "Annexation Plat"). (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*). The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the "Widdowson Property Description").
- (b) As depicted on the Annexation Plat, the Widdowson Property is improved by two (2), separate residential dwellings located on the easterly and westerly ends of the property respectively, along with several accessory structures. (See *Exhibit A*). Each of the two (2) residential dwellings on the Widdowson Property is (or was) served by a separate, independent sewage disposal system. As set forth below, the Annexation Petition submitted by Widdowson arises exclusively from the failure or impending failure of the sewage disposal systems installed at the Widdowson Property:
- The residential dwelling located on the easterly side of the Widdowson Property has a premises address of 929 Johnson Road, Salisbury, Maryland 21804 and is occupied by a single tenant (said residential dwelling is hereinafter referred to as the "929 Johnson Road Dwelling"). The sewage disposal system serving the 929 Johnson Road Dwelling is currently operative and in working condition; however, that sewage disposal system is in the form of a cesspool. The cesspool at the 929 Johnson Dwelling has already been deemed "insufficient for repair"; consequently, under applicable law, if/when the cesspool fails, Widdowson (or his successor-in-interest) will be prohibited from repairing or replacing it, effectively terminating the occupancy and use of the 929 Johnson Road Dwelling indefinitely because there will be no functional sewage disposal system to serve it.
  - The residential dwelling located on the westerly side of the Widdowson Property has a premises address of 927 Johnson Road, Salisbury, Maryland 21804 (said residential dwelling is hereinafter referred to as the "927 Johnson Road Dwelling"). The sewage disposal system that served the 927 Johnson Road Dwelling was a septic system which recently failed, rendering the 927 Johnson Road Dwelling ineligible for occupancy. An inspection of the failed septic system concluded it was "insufficient for repair", prohibiting the repair or replacement of the septic system and, therefore, preventing any permitted occupancy or use of the 927 Johnson Road Dwelling.
  - Because the 927 Johnson Road Dwelling has failed and cannot be repaired or replaced, and because the cesspool for the 929 Johnson Road Dwelling has already been deemed insufficient for repair or replacement if/when it fails, Widdowson has requested the City annex the Widdowson Property for the sole purpose of availing the Widdowson Property the opportunity to connect to, and eventually be served by, the City's public water and sewer utilities. Without annexation, and the access to public utilities it provides, not only will there be no pathway for any future, long-term development of the Widdowson Property (regardless of size or scope), but permitted occupancy of the Widdowson Property will – sooner rather than later – be barred indefinitely.

1.4. **Existing Zoning.** All of the Widdowson Property is currently zoned R-20 Residential under the Wicomico County Code. The property adjoining the Widdowson Property is identified as: Map 116, Parcel 314, Section 1, Lot 952; Map 116, Parcel 314, Section 1, Lot 954; and, Map 116, Parcel 314, Section 1, Lot 956 (collectively the "Schumaker Manor Parcels"). The Schumaker Manor Parcels are all located within the municipal limits of the City and are all zoned R-8 Residential under the City of Salisbury City Code (the "City

Code”). The land area located to the southwest of the Widdowson Property, developed as a planned community for retirees and known as “SummersGate Active Lifestyle Community” (“SummersGate”), is located within the municipal limits of the City and all parcels of land comprising the SummersGate community are zoned R-8A under the City Code.

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

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

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

**2.2. Proposed Zoning for Widdowson Property.** Upon its annexation, the Widdowson Property is proposed to be zoned as “R-8A”. Per Section 17.160.010 of the City Code, the purpose of the “R-8A” zoning district is: “to recognize those areas of the city that have developed or are suitable for development with apartments or townhouses and to provide additional areas where they may be developed at densities compatible to existing or future residential development within or adjoining the districts. These districts are located in areas which are presently served or which can be served by existing municipal public utilities of water, sanitary sewer and storm drains and which contain the services and amenities necessary for concentrations of population and traffic normally associated with apartment and townhouse development.”

**2.3. Proposed Land Use for Widdowson Property.** No development is proposed for the Widdowson Property upon its annexation, nor is any development of the Widdowson Property expected to occur in the near future. As set forth in Section 1.3(b) of this Annexation Plan, the Widdowson Property is improved by two single-family residential dwellings: the 929 Johnson Road Dwelling and the 927 Johnson Road Dwelling. The sewage disposal system serving the 929 Johnson Road Dwelling is a cesspool, and is ineligible for repair or replacement if/when it fails; the sewage disposal system that served the 927 Johnson Road Dwelling was a septic system, and it had already failed before Widdowson submitted the Annexation Petition. Widdowson has requested the City annex the Widdowson Property so that it can be connected to City public water and sewer utility service, after extension of the utilities to the Widdowson Property. The size and scope of the utility extension necessary to serve the Widdowson Property will depend on the type of development or redevelopment (if any) ultimately planned for the Widdowson Property, subject to the Planning Commission’s approval.

**2.4. Conditional Subdivision of the Widdowson Property.** Notwithstanding the terms set forth in Section 2.3 of this Annexation Plan, in the event Widdowson (or his successor(s)-in-interest, as the case may be) requests the City extend public water and sewer utilities to serve the Widdowson Property as it is currently improved (i.e. maintaining the 927 Johnson Road Dwelling and the 929 Johnson Road Dwelling on the Widdowson Property as two (2) separate residential dwellings), the City’s approval of that request shall be conditioned upon subdividing the Widdowson Property into no less than two (2) parcels, so that the 927 Johnson Road Dwelling and the 929 Dwelling are located on separate parcels of land, unless otherwise agreed to by the Director of the City of Salisbury Department of Infrastructure and Development.

**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.** Currently, and following its annexation by the City, the Widdowson Property can be accessed by Johnson Road, a County Road.

**3.2. Water and Wastewater Treatment.** As currently improved, the Widdowson Property will create a demand of about 500 gallons per day (250 gallons per day for the 927 Johnson Road Dwelling, and 250 gallons per day for the 929 Johnson Road Dwelling). Subject to the terms contained in Section 2.4 of this Annexation Plan, Widdowson, at his sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Widdowson Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Widdowson Property.

**3.3. Schools.** The Widdowson Property will not generate any additional pupil enrollment and will have no impact on school capacity.

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

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

**3.6. Police.** The City of Salisbury Police Department will provide police services to the Widdowson 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.** The City provides garbage and recycling collection for single-family residential dwellings located within the municipal limits. Upon annexation of the Widdowson Property, the City will provide municipal garbage and recycling collection services for the Widdowson Property, subject to any future development and/use of the Widdowson Property which requires garbage and recycling collection service from 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.** The City's annexation of the Widdowson Property is consistent with applicable Maryland and local law. The Annexation Petition does not arise from any development scheme for the Widdowson Property; indeed, as of the date of this Annexation Plan, there are no plans to develop (or redevelop) the Widdowson Property following its annexation, and any future development (or redevelopment) of the Widdowson Property will be subject to the review and approval of the Planning Commission. In this matter, Widdowson's request for the City's annexation of the Widdowson Property arises exclusively from the insufficient and already-failed private sewage disposal systems that serve (or formerly served) the two (2) single-family dwellings located on the Widdowson Property (i.e. the 927 Johnson Road Dwelling and 929 Johnson Road Dwelling, as defined hereinabove).

## DIRK W. WIDDOWSON – JOHNSON ROAD ANNEXATION

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and *Dirk W. Widdowson* (“Widdowson”) (the City and Widdowson are hereinafter referred to collectively as the “Parties”).

## RECITALS

WHEREAS, for purposes of this Agreement, the term “Widdowson” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of Widdowson, 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 Widdowson, as the case may be;

WHEREAS, Widdowson is the fee simple owner of that certain real property consisting of approximately 1.77 acres of land, more or less, having a premises address of 927 Johnson Road, Salisbury, Maryland 21804 and 929 Johnson Road, Salisbury, Maryland, and having a State of Maryland Tax Identification Number of 08-020132, being all that same real property identified as Map 0048, Grid 0005, Parcel 0270 on the Tax Records of the State of Maryland, and further being, in all respects, all that real property described in a Deed, dated September 13, 2018, from Dirk W. Widdowson, Personal Representative of the Estate of Roger L. Webster unto Dirk W. Widdowson, individually, recorded among the Land Records of Wicomico County in Liber 4378, Folio 0160 (the “Widdowson Property”);

WHEREAS, the Widdowson Property is contiguous and adjacent to the present corporate boundaries of the City, which said Widdowson Property is more particularly depicted and described by a plat entitled “Annexation Plat, 927 Johnson Road, Salisbury, For: Dirk W. Widdowson”, dated May 31, 2019 (the “Annexation Plat”) (the Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*), prepared by Parker & Associates, Inc. and intended to be recorded among the Plat Records of Wicomico County, Maryland upon the City’s annexation of the Widdowson Property, depicting all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “Widdowson Property Description”);

WHEREAS, to effectuate the annexation of the Widdowson Property, Widdowson submitted to the City a Petition for Annexation of the Widdowson Property (the “Petition”) (a copy of the Petition is attached hereto and incorporated herein as *Exhibit C*);

WHEREAS, Widdowson, as of the date and year of this Agreement, constitutes the owner of one hundred percent (100%) of the assessed value of the Widdowson Property, being all that real property to be annexed by the City as contemplated by this Agreement;

WHEREAS, following the City’s annexation of the Widdowson Property as contemplated herein, there are no immediate plans for its development;

WHEREAS, the 2010 City of Salisbury Comprehensive Plan (the “Comprehensive Plan”) sets forth the land use polices for all lands located within the City’s municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City;

WHEREAS, the Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan, and the land uses shown within the City’s Municipal Growth Area “reflect a policy decision by the City, and by Wicomico County, that the City will remain the center for employment and commercial development in Wicomico County”;

**WHEREAS**, the Widdowson Property is included within the City's Municipal Growth Area, which designates the Widdowson Property as "Medium Density Residential";

**WHEREAS**, following Widdowson's submission of the Petition, the City, through its Department of Infrastructure and Development (the "**I&D Department**"), referred the Petition to the Salisbury-Wicomico County Planning Commission (the "**Planning Commission**") for the Planning Commission's consideration and approval of the proposed zoning for the Widdowson Property upon its annexation by the City;

**WHEREAS**, at its May 16, 2019 meeting, the Planning Commission unanimously approved zoning the Widdowson Property as "R-8A" upon its annexation by the City, on the basis the R-8A zoning is consistent with Widdowson's proposed use of the Widdowson Property, as well as the land use policies set forth in the City's Comprehensive Plan;

**WHEREAS**, without annexation, the Widdowson Property is ineligible to receive City services, including municipal water and sanitary sewer utility service;

**WHEREAS**, the City agrees to annex the Widdowson Property, provided Widdowson agrees to adhere to all laws, ordinances and regulations of the City and all of the terms and conditions of this Agreement, including, expressly, such terms and conditions governing Widdowson's development and use of the Widdowson Property or any portion thereof;

**WHEREAS**, the City has held all public hearings regarding the proposed annexation of the Widdowson Property as required by applicable state and local law and as otherwise deemed appropriate by the City; and,

**WHEREAS**, in accordance with the Petition and pursuant to the authority granted unto the City by the provisions of MD Code, Local Government, § 4-101, et seq., the Parties hereby enter into this Agreement for the purpose of establishing the terms and conditions governing the City's annexation of the Widdowson 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 the Parties expressly acknowledge, the Parties agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date upon which the Resolution authorizing the City's annexation of the Widdowson Property, passed by majority vote of the City Council of the City of Salisbury (the "**City Council**"), becomes effective (the Resolution passed by the City Council authorizing the City's annexation of the Widdowson Property is hereinafter referred to as the "**Annexation Resolution**"). The City's annexation of the Widdowson Property shall not become effective until all appeal and referendum periods for the Annexation Resolution have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City's annexation of the Widdowson Property.

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

(a) When reviewing any development plan submitted for or relating to the Widdowson Property or any portion thereof, including, but not limited to, any Subdivision Plat subdividing the Widdowson Property, the Planning Commission, and its associated staff, and the City, and all of its officials, employees, representatives, agents and consultants, shall be guided by all terms of this Agreement, to ensure all matters addressed by this Agreement are implemented in accordance with the terms and conditions set forth herein. All approvals relating to the development and/or use of the Widdowson Property granted by any commission, board, body or agent of the City or any other government agency having jurisdiction over the Widdowson Property or the development thereof, shall, to the fullest extent possible, comply with all terms and conditions of this Agreement.

(b) The Parties expressly acknowledge the City's annexation of the Widdowson Property is not intended, nor shall it be construed, in any way whatsoever, to prohibit the City from enacting or otherwise adopting any future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, the City may deem necessary or appropriate to protect the health, safety and welfare of City residents or the public at large, or from applying the provisions of any such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, to any matter relating to the development or use of the Widdowson Property or any portion thereof; provided, however, any such application by the City shall not result in the divestment or termination of any prior approval(s) for any development and/or use of the Widdowson Property or interfere with Widdowson's vested rights in and to the Widdowson Property to an extent greater than the impact such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, have upon other similarly-situated properties located within the municipal limits of the City.

**3. Warranties & Representations of Widdowson.**

(a) The execution of this Agreement shall constitute Widdowson's express written consent to the City's annexation of the Widdowson Property as required by MD Code, Local Government, § 4-403(b)(1)-(2).

(b) Widdowson represents and warrants to the City as follows: (i) Widdowson has the full power and authority to execute this Agreement; (ii) Widdowson is the sole, fee simple owner of the Widdowson Property, and, accordingly, is the fee simple owner of all that certain real property constituting one hundred percent (100%) of the assessed value of the Widdowson Property, as of the date and year first above written; and, (iii) to the best of Widdowson's knowledge and belief there is no action pending against or otherwise involving Widdowson and/or the Widdowson Property which could affect, in any way whatsoever, Widdowson's right and authority to execute this Agreement.

(c) The Parties expressly acknowledge and agree Widdowson will receive a benefit from the City's annexation of the Widdowson Property; accordingly, by his execution of this Agreement, Widdowson expressly waives and relinquishes any and all rights or claims he has, or may have, to withdraw his consent to the City's annexation of the Widdowson Property or any portion thereof; and, furthermore, neither Widdowson nor any of his agents or representatives shall petition the Annexation Resolution to referendum. The Parties expressly agree the waiver and relinquishment made by Widdowson under this Section 3(b) represents material consideration received by the City for its annexation of the Widdowson Property, without which the City would not enter into this Agreement.

**4. Application of City Code and Charter; City Taxes.** From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter and the City Code shall have full force and effect as to all matters applicable or otherwise relating to the Widdowson Property including the development and/or use of any portion thereof, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Widdowson Property, the Widdowson Property shall be subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

**5. Municipal Zoning.** Upon the effective date of the Annexation Resolution, the Widdowson Property shall be zoned R-8A.

**6. Municipal Services.**

(a) Subject to the obligations of Widdowson under Sections 9(c)(i)-(iii), the City agrees to provide all necessary municipal services required for Widdowson's development and/or use of the Widdowson Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services generally available to residents of the City.

(b) With respect to the allocation of public water and/or wastewater capacity and/or services for the Widdowson Property or any portion thereof, any such allocation shall be determined by the City pursuant to the City's allocation plans in effect at the time a request for public water and/or wastewater capacity and/or services is submitted by Widdowson in accordance with the City's applicable policies and procedures. Notwithstanding any term to the contrary set forth herein, Widdowson expressly acknowledges and agrees that no public water or wastewater capacity for any existing use(s) or any future development of the Widdowson Property shall be allocated or otherwise reserved by the City unless and until Widdowson has made payment to the City for all applicable capacity fee(s) for any such allocation of water and/or wastewater capacity and/or services in accordance with the applicable policies of the City existing at such time. Widdowson shall not be obligated to pay any capacity fee(s) or to connect any portion of the Widdowson Property to the City's water and/or wastewater systems until the earlier occurrence of: (i) Widdowson's election, at his discretion, to connect the Widdowson Property, or any portion thereof, to the City's water and/or wastewater systems; or (ii) the issuance, by the Wicomico County Health Department or the Maryland Department of the Environment (as the case may be), of a final non-appealable order requiring the connection of any portion of the Widdowson Property to the City's water and/or wastewater systems.

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 enacted, promulgated, ordered or adopted following the date and year of this Agreement, the newer stricter law, regulation, rule, standard or authorized criteria shall govern the rights and obligations of the Parties hereunder.

8. **City Boundary Markers.**

(a) At his sole cost and expense, Widdowson shall install City Boundary Markers at the boundary lines of the Widdowson Property to identify the new, enlarged municipal boundaries of the City resulting from the annexation of the Widdowson Property. Within ninety (90) days from the date the forty-five (45) day referendum period for the Annexation Resolution expires, Widdowson shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the aforesaid City Boundary Markers.

(b) If Widdowson fails to perform his obligations under Section 8(a), then, after the expiration of the ninety (90) day period provided in Section 8(a), Widdowson shall make payment to the City in the amount of Ten Thousand Dollars and 00/100 (\$10,000.00) or in the amount of the total costs incurred by the City to perform the obligations of Widdowson under Section 8(a), whichever amount is greater.

9. **Development Considerations.**

(a) **Fees & Costs.** Widdowson expressly acknowledges and agrees to pay the City for any and all fees, costs and/or expenses, including, but not limited to, any 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 Widdowson Property, the publication of any public notice(s) for or in connection with the City's annexation of the Widdowson Property, and/or any other matter relating to or arising from the City's annexation of the Widdowson Property, as determined by the City in its sole discretion. The City shall invoice Widdowson for all costs to be paid by him under this Section 9(a); and, Widdowson shall make payment of all amounts due and owing the City under this Section 9(a) within fifteen (15) days of Widdowson's receipt of any invoice from the City.

(b) **Development of Widdowson Property.** Widdowson shall develop the Widdowson Property in a manner that complies with all laws and regulations governing the development of property located within the City's R-8A zoning district.



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

- (i)** Prior to Widdowson submitting or filing any application or request with the City for issuance of any permit relating to the development of the Widdowson Property (including an application for a building permit), or upon the expiration of one hundred eighty (180) days from the effective date of the Annexation Resolution, whichever occurs first, Widdowson shall pay a non-refundable development assessment to the City in the amount of Fifteen Thousand Nine Hundred Fifty Dollars and 00/100 (\$15,950.00) (the “**Development Assessment**”). The Parties expressly acknowledge and agree Widdowson’s payment of the Development Assessment represents a material part of the consideration to be received by the City hereunder, without which the City would not enter into this Agreement.
- (ii)** In the event Widdowson fails to pay the Development Assessment in accordance with the terms of Section 9(c)(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, the Development Assessment, including all late charges incurred thereon (if any), shall be paid to the City prior to the issuance of any permit for or in connection with any development of the Widdowson Property.
- (iii)** 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 within the City, or for any other purpose deemed necessary and appropriate by the City. The Development Assessment is in addition to and independent of: **(A)** any water and/or wastewater comprehensive connection charge(s), capacity fee(s) or any other assessment(s) charged, levied or otherwise imposed by the City in connection with the use or development of the Widdowson Property; **(B)** any impact fee(s) levied or imposed by Wicomico County or the City relating to any use or development of the Widdowson Property; and/or, **(C)** any other charge(s) or fee(s) the City may assess against Widdowson and/or the Widdowson Property in accordance with this Agreement and/or any applicable law(s) or regulation(s) governing the development or use of the Widdowson Property or any portion thereof.

**(d) Public Utility Improvements & Extensions; Wastewater Service.**

- (i)** The Parties expressly acknowledge and agree the extension of public water and wastewater utilities will be necessary to meet the requirements for utility service provided to the Widdowson Property. Accordingly, at his sole cost and expense, Widdowson shall design and construct, or cause to be designed and constructed, such public water and wastewater utility extension(s), including, but not limited to, water main(s), sewer main(s), trunk line(s), fire hydrant(s) and any appurtenant facilities, necessary to serve the Widdowson Property, including any future development thereof, subject to all applicable City standards and specifications. Widdowson further acknowledges and agrees the water and wastewater sewer utility facilities designed and constructed in accordance with this Section 9(d)(i) shall be oversized in the manner and to the extent determined by the Director of the City’s I&D Department.

- (ii) Widdowson's design and construction of the facilities required for the extension of the City's public water and wastewater utilities to serve the Widdowson Property shall be governed by the terms and conditions of a Public Works Agreement by and between Widdowson and the City (the "PWA"). The PWA shall be executed by the Parties as soon as reasonably practicable following the Planning Commission's approval of any development plan for or relating to the Widdowson Property or any portion thereof, including, but not limited to, any Subdivision Plat providing for the subdivision of the Widdowson Property, and any such approval from the Planning Commission shall be expressly conditioned upon the Parties execution of the PWA in accordance with the terms of this Section 9(d)(ii). Notwithstanding any term to the contrary set forth herein, no permit may be issued to Widdowson, or any party acting for or on his behalf, for any work associated or in connection with the development of the Widdowson Property or any portion thereof, until the PWA is executed by the Parties.

**10. RECORD PLAT.** Widdowson shall provide the City with a copy of the final record plat for any development of, on or within the Widdowson Property or any portion thereof, including any Subdivision Plat providing for the subdivision of the Widdowson Property.

**11. NOTICES.** All notices and other communication in connection with this Agreement shall be made in writing and shall be deemed delivered to the addressee thereof as follows: (a) when delivered in person on a business day at the address set forth below; (b) 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, (c) 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 Widdowson shall be addressed to, and delivered at, the following addresses:

Dirk W. Widdowson  
12351 Southampton Drive  
Bishopville, Maryland 21813

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

*With a copy to:*  
S. Mark Tilghman, Esquire  
Seidel, Baker & Tilghman, P.A.  
110 N. Division Street  
Salisbury, Maryland 21801  
City Solicitor

12. **Future Uses of the Widdowson Property.** Widdowson expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development or use of the Widdowson Property or any portion thereof 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 R-8A zoning district. Any development, subdivision and/or use of the Widdowson Property shall be subject to, and must comply with, all applicable capacity fees and/or impact fees as established by the City and/or Wicomico County existing on the effective date of the Annexation Resolution, subject to any amendments thereto as may be adopted or promulgated, from time to time, by the City and/or Wicomico County, as the case may be. The Parties expressly acknowledge and agree that neither this Agreement nor any of the terms set forth herein shall, in any way whatsoever, constitute or otherwise be construed as an approval by the City of any specific development at, upon or within any portion of the Widdowson Property, including any subdivision of the Widdowson subsequent to the date and year first above written. The Parties further expressly acknowledge and agree that neither this Agreement nor any of its terms shall constitute or otherwise be construed as a waiver by the City of: any tax(es) levied or assessed by the City upon the Widdowson Property; or, any fee(s), assessment(s) or charge(s) that may be imposed by the City, from time to time, arising from or in connection with any development or use of the Widdowson Property, or any portion thereof, and/or any subdivision of the Widdowson Property.

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, nor is this Agreement intended to limit the operations of the City government or guarantee the outcome of any administrative process. Unless otherwise expressly set forth herein, 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 Widdowson Property and to similarly situated property located outside of the City in Wicomico County.

(c) **Entire Agreement.** This Agreement and all exhibits 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 of the Parties 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 the waiver is given.

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

(f) **Modification.** Neither this Agreement nor any term contained herein may be waived, modified, amended, discharged or terminated except in a 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, any successor municipal authority of the City and any successor owner(s) of record of the Widdowson 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 Widdowson to any purchaser of the Widdowson Property or any portion thereof, without the consent of the City or any of its elected officials, employees or agents; provided, however, any sale, transfer, assignment, gift or conveyance of the Widdowson Property, or any portion thereof, shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Widdowson shall not transfer, or pledge as security for any debt or obligation, any of his interest in or to all or any portion of the Widdowson Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions contained in this Agreement, as if such transferee or pledgee was a party to this Agreement. Widdowson shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Widdowson of any of his interests in and to the Widdowson Property or any portion thereof.

(i) **Express Condition.** The obligations of Widdowson under this Agreement shall be contingent upon the annexation of the Widdowson Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of Widdowson independent of his ownership of the Widdowson Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, Widdowson expressly acknowledges and agrees his obligations under Section 9(a) are not contingent or otherwise conditioned upon the City's annexation of the Widdowson Property, and such obligations shall be binding upon Widdowson and enforceable by the City against Widdowson and/or any of Widdowson's successor(s), representative(s), transferee(s) and/or assign(s), 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 and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits 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 Widdowson. This Agreement and all terms and conditions contained herein shall run with the Widdowson Property, and any portion thereof, and shall be binding upon and inure to the benefit of the Parties and each of their respective heirs, personal representatives, successors, transferees and/or assigns.

(l) **No Reliance.** Each of the Parties, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by or relied upon any representation(s) or statement(s), whether express or implied, written or unwritten, 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.** In the event any term, provision, covenant, agreement or portion of this Agreement, or his application to any person, entity or property, is adjudged 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 a party hereto against the 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, each party shall have the right to enforce this Agreement by an action for specific performance against the other.

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

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]***

***[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***

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

**ATTEST/WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**“Widdowson”:**

\_\_\_\_\_  
Dirk W. Widdowson, Individually (Seal)

**THE “CITY”:**

**City of Salisbury, Maryland**

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

**[Signature Page to Annexation Agreement by and between the City of Salisbury, Maryland Dirk W. Widdowson]**

# Memorandum

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**To:** Amanda Pollack, Director Infrastructure & Development  
**From:** William T. Holland  
**Date:** 8/8/2019  
**Re:** City Council Work Session of the Proposed Annexation of Atlantic Tractor

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The Department of Infrastructure & Development requests the Atlantic Tractor – John Deere Drive annexation be placed on the City Council work session scheduled for Monday, August 19. As part of the presentation, the City Council will be provided information related to this request, including, but not limited to the following:

- Purpose of the request;
- Consistency with applicable plans and policies;
- Overview of next steps; and
- Obtain consent from the Council to proceed with the annexation request.

Consistent with the City's 2006 Annexation Policies and Procedures, the applicant has signed the annexation petition. Moreover, the annexation petitioner has paid the required annexation fee to begin the annexation process.

The 5 acre site is located on the southerly side of John Deere Dr. which is contiguous to the City of Salisbury corporate limits. This request does not contain a concept development plan.

Attached, please find the cover letter and the signed annexation petition along with an annexation survey, and an aerial map of the location. Additionally, attached is a letter addressed to Mayor Day from the petitioner's representative, William McAllister, Jr requesting a waiver from the city's inventory tax.

Staff is available to answer questions about this request.

November 19, 2018

Atlantic Tractor LLC  
31415 John Deere Drive  
Salisbury, Maryland 21804

Re: Approval of Tenant and Tenant Contractor Representation

To Whom It May Concern:

We, Timothy and Elizabeth Tyndall, are the owners of the property generally known as 31415 John Deere Drive, Salisbury, Maryland 21804, further identified as Parcel 38 of Wicomico County Tax Map 39 (the "Property"). The current tenant is Atlantic Tractor LLC.

As owners of the Property it is our wish that Atlantic Tractor LLC and their legal and contractual representatives have the power to act on our behalf to facilitate connection of the Property to the City of Salisbury sewer and water system. This approval of representation shall include any additional work towards that goal, including facilitation of possible annexation into the City. Atlantic Tractor LLC may assign work to legal, engineering, and design firms, among others, who we hereby acknowledge shall perform work on our behalf. These firms shall include but are in no way limited to McAllister, DeTar, Showalter & Walker LLC.

If you have questions please don't hesitate to contact us at (410) 912-0977.

Sincerely,

  
Timothy Tyndall

  
Elizabeth Tyndall



# CITY OF SALISBURY

## PETITION FOR ANNEXATION

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To the Mayor and Council of the City of Salisbury:

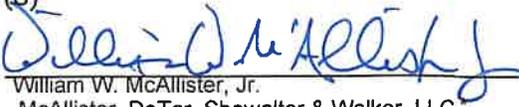
I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # 31415 John Deere Drive, Salisbury, MD 21804  
Atlantic Tractor, LLC, Tenant  
Timothy Tyndall & Elizabeth Tyndall, Owners

Map # 39, Parcel #38

SIGNATURE (S)

By:



William W. McAllister, Jr.  
McAllister, DeTar, Showalter & Walker, LLC  
300 Academy Street  
Cambridge, MD 21613

2/19/19

Date

Date

Date

Date

\* See attached November 19, 2018 authorization of counsel provided by Timothy Tyndall and Elizabeth Tyndall, Owners, authorizing McAllister, DeTar, Showalter & Walker, LLC to submit annexation request.

**SITE DATA**

CLIENT OWNER: FREDERICK J. & ELIZABETH H. TYNDALL  
7804 SHELBOURNE ROAD  
REHABO, MD 21841-7328

TRAIL MAP, PARCEL NO: MAP 38  
PARCEL: 38  
LOT: 54

BLDG SET: 1371/237  
PLAT NO: 12/156

ZONING DISTRICT: LB-1 LIGHT BUSINESS & INSTITUTIONAL  
A-2 AIRPORT OVERLAY

WALK/BIKEWAY SERVICE: PROVIDED BY THE CITY OF SAUSBURY  
COMPLETION PLAN #17/2-1

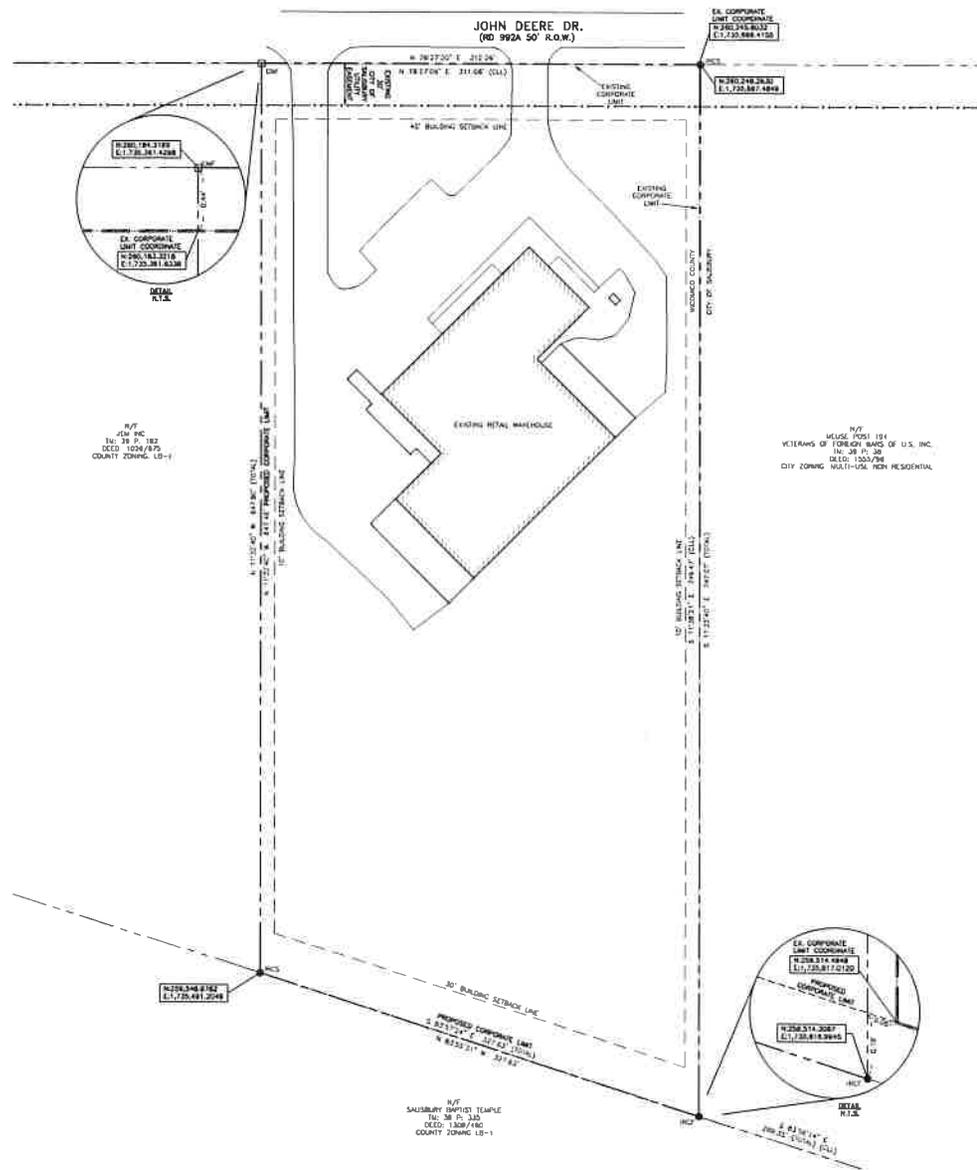
PROPOSED USE: SETBACKS: PRINCIPLE STRUCTURE  
FROM 10' FROM PROPERTY LINE OR 85' FROM ROAD CL. (WHICHEVER IS GREATER)  
SIDE: 10 FEET  
REAR: 30 FEET

MINIMUM ALLOWABLE HEIGHT: 35'

SITE AREA: 5.000 ACRES  
AREA OF ANNEXATION: 4.975 ACRES

FLOOD ZONE: ZONE 2 - MARSH FLOODING  
FIRM NO: 24936C 0200 E  
EFFECTIVE DATE: AUGUST 17, 2010

WATER AND SEWER CAPACITY EVENTS AND FEES WILL BE REQUIRED FOR THIS SUBMISSION.  
SUBJECT TO MUNICIPAL, STATE AND FEDERAL LAWS AND REGULATIONS.



**LEGEND:**

- C&P CONCRETE MONUMENT FOUND
- INC IRON ROD WITH CAP FOUND
- NCS IRON ROD WITH CAP SET
- EX. CORPORATE LIMIT LINE (DCL)
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- BUILDING SETBACK LINE



ALL DIMENSIONS UNLESS OTHERWISE INDICATED ARE IN FEET. DATE: 1/2019

N/T SAUSBURY IMPROV. TRAIL #8 0/ 300  
CREATED: 1/30/19  
COUNTY ZONING LB-1

N/T VETERANS OF FOREIGN BATTLE OF U.S. INC.  
INC. #8 18 38  
D.O.B.: 10/3/78  
CITY ZONING MULTI-USE NON RESIDENTIAL

ARCHITECT ENGINEERS SURVEYORS  
BALTIMORE, MARYLAND (1-410-842-0000)  
BETHESDA, MARYLAND (301-261-1444)

**ANNEXATION PLAT**  
of the Lands of  
**TIMOTHY J. AND ELIZABETH H. TYNDALL**  
PARSONS ELECTION DISTRICT  
WICOMICO COUNTY, MARYLAND

Project:

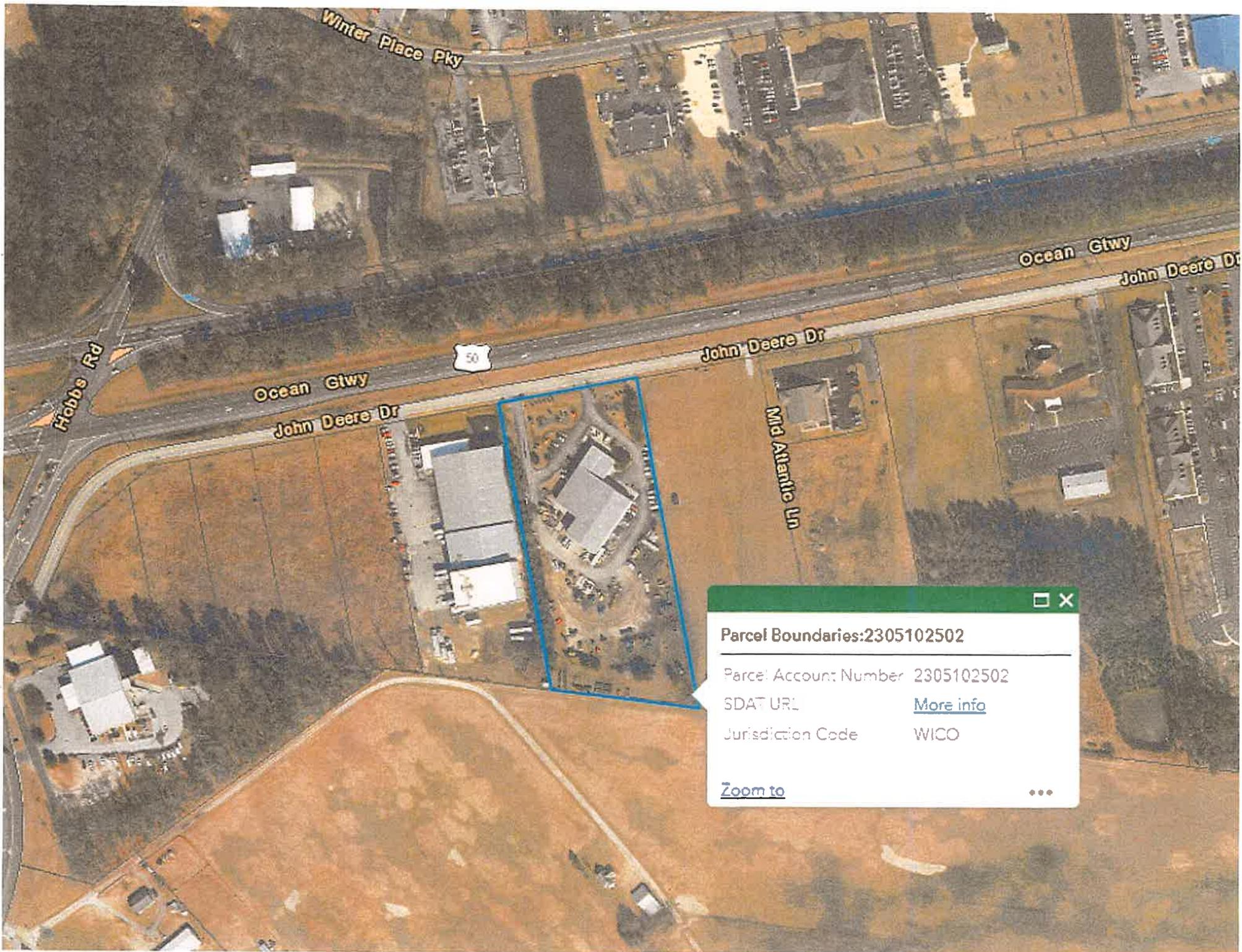
Date: **JUNE 2019**

Scale: **1"=40'**

Drawn by: **PAB**

Project No: **3309A001**

Sheet No: **1** of **1**



Winter Place Pky

Hobbs Rd

Ocean Gtwy

John Deere Dr

50

John Deere Dr

Mid Atlantic Ln

Ocean Gtwy

John Deere Dr

Parcel Boundaries:2305102502

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Parcel Account Number 2305102502

SDAT URL [More info](#)

Jurisdiction Code WICO

[Zoom to](#) ⋮



MCALLISTER  
DETAR  
SHOWALTER  
& WALKER

William W. McAllister, Jr.  
410-228-4546  
[wmcallister@mdsowlaw.com](mailto:wmcallister@mdsowlaw.com)

February 21, 2019

Mayor Jake Day  
City of Salisbury  
125 N. Division Street, Suite 304  
Salisbury, MD 21801

RE: Annexation of Atlantic Tractor Parcel  
Waiver Request

Dear Mayor:

Thank you again for meeting with me to discuss the possible annexation of Atlantic Tractor's Rt. 50 location at 31415 John Deere Drive, Salisbury, Map 0039, Grid 0010, Parcel 0038 (the "Property"). The Property is owned by Timothy and Elizabeth Tyndall and leased to Atlantic Tractor. The Tyndalls approve of and will introduce the annexation petition, and fully support Atlantic Tractor in this effort. I am writing in response to your invitation to explain the particulars of this annexation request and to provide support for our request to waive the inventory tax which might otherwise apply on the extensive inventory held at the Salisbury location.

As we discussed, Atlantic Tractor routinely holds millions of dollars in inventory of new and used tractors, combines, mowers, utility vehicles, and related parts and equipment. By way of example, 2017 tax returns reflect \$497,000 in parts and \$3.4 M in equipment for a typical inventory valuation of \$3,897,000. As I understand the process, under Section 3.08.030 of the Salisbury City Code, 45% of this inventory value would be subject to tax. So, in this example, an inventory tax of over \$42,000 might apply post-annexation in a typical year ( $\$3,897,000 \times 45\% = \$1,753,650$ ;  $\$1,753,650 \times .024 = \$42,087$ ).

Given the very slim margins on farm equipment, additional expense at this level would be difficult to sustain. Moreover, practical business considerations would require that the inventory be maintained elsewhere to avoid the tax, such that this hypothetical tax opportunity for Salisbury would, in all likelihood, not occur post-annexation even if the waiver request is denied.

Atlantic Tractor has 34 full-time employees, is a well-respected and long-standing fixture in Salisbury, and provides essential goods and services to the agriculture community. It prefers that its location in the largest city of the Eastern Shore exhibit the broadest display of John Deere equipment in the region, and we seek your assistance to ensure that continues.



To assist in considering the benefits of annexation and the reasons it would be mutually beneficial to grant an inventory tax wavier as a condition of annexation, the following information tracks the City's Annexation Procedures Guide:

1. Atlantic Tractor would invite a prompt meeting with the City Annexation Team, if necessary, but this submission may perhaps be utilized in lieu of the pre-filing meeting.
2. The most significant goal of a pre-filing meeting is to determine the details of a proposed annexation, and to clarify any conditions to be included in an Annexation Agreement.
3. Attached is a draft Petition for Annexation, in accordance with §4-402 of the Local Government Article.
4. We believe that perhaps no Concept Development Plan will be necessary or relevant to the annexation of the Property, because it is fully developed for its commercial purpose and no improvements or modifications are currently planned post-annexation. We request that the Concept Development Plan be waived.
5. If necessary, the Atlantic Tractor "Concept Development Plan" would primarily consist of tapping into the City of Salisbury water and sewer disposal system to replace a currently failing septic system. We believe comments from the Salisbury Fire Department, Salisbury Police Department, Infrastructure and Development and City Administration should reflect the very modest public safety and infrastructure impact arising from annexing Atlantic Tractor.
6. Atlantic Tractor presumes that the Annexation Fee will be based on the size of the parcel to be annexed, the absence of significant impacts on the City's services, and the relative simplicity of incorporating an existing business with no subdivision, re-zoning, re-development or construction plans.
7. A draft Annexation Agreement will be submitted consistent with the terms set forth below.
8. Due to the urgency of either replacing its failing system or annexing to access public water and sewer, Atlantic Tractor requests that its annexation petition be presented to the City Council as expeditiously as possible for their review and "concurrence to proceed" to the Planning and Zoning Commission.
9. Since the Property is non-residential, there are no registered voters who are residents in the area to be annexed. The owners of 100% of the assessed valuation of the real property to be annexed have provided consent. For this reason, an annexation proposal may be initiated by the Salisbury City Council or by Petition filed pursuant to §4-404 of the Local Government Article and no petition for referendum is permissible.
10. A signed Letter of Intent to the City dated November 19, 2018 is attached to enable the City Council to schedule the first reading of a resolution authorizing the annexation and enabling the scheduling of a Public Hearing on the annexation and a second reading and Public Hearing, in accordance with Section 4-406 of the Local Government Article.



11. Annexation Agreement.

A. Inventory Tax

Atlantic Tractor is a regional leader in the sale of John Deere farming equipment. While Atlantic Tractor has 11 locations from Oxford, Pennsylvania to Pocomoke (including two locations in Delaware), the Salisbury location serves the Eastern Shore's largest city and surrounding communities with new and used tractors, combines, sprayers, mowers, hay balers and other essential farm equipment. Keeping an extensive inventory from which regional farmers can choose is a key component of the success of the Salisbury location.

Section 3.08.030 of the Salisbury City Code provides that business stock property (i.e. "inventory") is subject to a city property tax of .024% on the 45% of the assessed value of the inventory. This conservatively would result in an annual tax obligation of \$40,000 +/- . No inventory tax has historically been assessed by Wicomico County, so such a municipal tax would be a new financial burden on Atlantic Tractor.

Given the proximity of Delaware competitors in a sales-tax free environment, operating expenses are critical to the farm implement business where margins on large equipment are very narrow. Moreover, given internet access to inspect equipment and the many regional Atlantic Tractor facilities that are NOT subject to inventory tax, economics and common sense dictate that farm equipment inventory would be relocated if it was cost-prohibitive to present combines, tractors and farm equipment at the Salisbury location.

B. Proposal

For these reasons, and to reflect the absence of such a tax in the County and the belief that this annexation will not result in any increased burden on schools, infrastructure, fire, safety, crime or otherwise, Atlantic Tractor proposes a waiver of the inventory tax as a condition incorporated into the annexation agreement or Public Works Agreement.

There are no resident registered voters residing in the area to be annexed and 100% of the owners of the assessed valuation of the real property in the area sought to be annexed have signed the Petition for Annexation. The parcel is contiguous to and binding upon the corporate limit of the City of Salisbury to the north and east and is served by City roads.

1. The City of Salisbury Zoning Map shall be amended to include the newly annexed property in the City's Light Business and Institutional Zoning District. The parcel is presently classified as "B-1 Light Business and Institutional" under the zoning laws of Wicomico County, with an A-2 Airport Overlay District designation

**Comprehensive Plan:** The Wicomico County Council adopted its Comprehensive Plan on March 21, 2017. The existing land use (Map 7-1) and the Land Use Plan (Map 7-2) designate this area as "Commercial/Urban Corridor".

**Proposed Zoning:** Upon annexation, the Property is proposed to be zoned Light Business and Institutional.



- Proposed Land Use:** The petitioners propose to continue to use the Property for the sale and service of new and used farm and landscaping equipment.
- Roads:** The Property will be served by existing streets. Upon belief, John Deere Drive is currently a City street. No further or alternative access to the public street system is proposed.
- Water & Wastewater Treatment:** The Property, in its current use, would generate very modest municipal water and wastewater treatment demand. Upon information and belief, City utilities have adequate capacity to serve the Property.
- Schools:** As a non-residential use, the Property would not generate pupil enrollment and would have no impact on school capacity.
- Parks and Recreation:** As a non-residential use, the Property would have no impact on park and recreational facilities or generate any demand for such use.
- Fire, Emergency Management and Rescue Services:** The Salisbury Fire Department provides for fire suppression, technical rescue, special operations, and advanced life support (ALS-EMS), emergency medical treatment and transport services to residents of the Salisbury Fire District. It would provide services to the Property.
- Police:** The City of Salisbury Police Department would provide services to the Property.
- Stormwater Management:** Stormwater Management is governed by the Maryland Stormwater Management Regulations and administered locally. As an existing, on-going commercial business and a fully developed site, the stormwater management system has been designed and constructed. Any future revisions would require Salisbury Public Works review and approval.
- Area Description:** Annexation area consists of one five-acre parcel. The Property is improved by a retail store/shop and maintenance facility, parking areas, and related amenities.

**C. Development Considerations:**

- 1. Costs and Fees:** Petitioners to pay the reasonable costs of the annexation to the City, including legal fees, planning, consultant fees, publication notice



expense, and any other costs or expenses reasonably related to annexation.

2. Infrastructure: Petitioners to pay all reasonable expenses necessary to extend public water and sewer service to the Property.

I hope all of this information is helpful. Thank you again for your assistance in this request for an inventory tax waiver. Please contact me with any questions. I look forward to working with you, the Annexation Team and City officials to ensure a smooth and efficient annexation of the Atlantic Tractor parcel.

Sincerely,



William W. McAllister, Jr.

WWM/hrb





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

To: Julia Glanz, City Administrator  
From: Amanda Pollack, P.E., Director of Infrastructure and Development  
Date: August 7, 2019  
Re: Ordinance to modify Critical Area enabling ordinance

AP

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The State of Maryland adopted the Chesapeake Bay Critical Area legislation in 1984 with the intent of protecting the bay. These regulations require that local jurisdictions within the area develop their own program for implementation that adheres to the general criteria contained in Code of Maryland Regulations (COMAR). Salisbury's program has, until recently, been administered by Wicomico County. With the reorganization of the City's Public Works Department and the creation of the Department of Infrastructure and Development to include Planning functions, the administration of the Critical Area Program is now the responsibility of the Department of Infrastructure and Development.

To codify the changes, attached is an ordinance that: (1) modifies the department name, (2) updates COMAR references and (3) provides for fees and costs to be allocated to funds designated for the Critical Area Program.

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



43 Chapter 12.20 Chesapeake Bay Critical Area Overlay District

44 Article I - Introduction

45 Section 12.20.010 - Critical Area Program background.

46 A. The State's adopted Chesapeake Bay Critical Area Criteria require that the City of  
47 Salisbury Critical Area Program adhere to the general program criteria contained in COMAR  
48 ~~[[14.15.10]]27.01.10~~, Directives for Local Program Development. These criteria set forth the  
49 provisions for program preparation by the Critical Area Commission in determining that a local  
50 critical area program is complete. COMAR ~~[[14.14.10.01.F.]]27.01.10.01.G.~~ states that **["local**  
51 **jurisdictions shall review and revise local plans, programs and regulations that are**  
52 **inconsistent with the intent of the policies and criteria."]** *“(Jurisdictions shall review and*  
53 *revise local plans, programs, and regulations that are inconsistent with the intent of the policies*  
54 *and criteria in this subtitle.”* At a minimum, and if applicable, the local review and revisions  
55 shall include zoning Ordinances, comprehensive zoning maps, subdivision regulations and  
56 growth management Ordinances. In addition, the criteria require the local jurisdiction to  
57 demonstrate that its local programs are adopted to meet the criteria and law and are enforceable.

58 B. Chapter 12.20 includes the special implementation provisions necessary to meet the  
59 requirements of COMAR ~~[[14.15.10]]27.01.10~~. These regulations are required to ensure that the  
60 City of Salisbury Critical Area Program is implemented.

61 C. Land use development standards and requirements established in this Chesapeake Bay  
62 Critical Area Overlay District Chapter implement the City of Salisbury's Critical Area Program  
63 consistent with the requirements of the Maryland Critical Area Law and the criteria, as adopted.  
64 These special provisions are adopted pursuant to Natural Resources Article, Title 8, Subtitle 18  
65 of the Maryland Annotated Code and COMAR ~~[[14.15]]27.01~~ the Critical Area Criteria. This  
66 Chapter contains regulations which establish the critical area district, the land management  
67 classifications required to be established for all lands within the critical area and special  
68 regulatory provisions that apply to development of land for residential, commercial, industrial or  
69 institutional uses and agricultural, fishery or forestry activities in the City of Salisbury's Critical  
70 Area.

71

72 Article II - Purpose and Authority

73 Section 12.20.020 - Scope of regulations.

74 A. The purpose of this Chapter is to establish the critical area overlay district and to provide  
75 special regulatory protection for the land and water resources located within the Chesapeake Bay  
76 critical area in the City of Salisbury. Land use development standards and requirements  
77 established herein are intended to foster more sensitive development activity for shoreline areas  
78 and to minimize the adverse impacts of development activities on water quality and natural  
79 habitats. This Chapter implements the City of Salisbury's Critical Area Program and the  
80 requirements of the Maryland Critical Area Law and the Critical Area Criteria and is adopted

81 pursuant to Natural Resources Article, Title 8, Subtitle 18 and COMAR ~~[[14.15]]~~27.01, the  
82 Critical Area Criteria.

83 Section 12.20.110 - Chesapeake Bay Critical Area Certificate of Compliance.

84 12.20.110 – Chesapeake Bay Critical Area Certificate of Compliance.

85

86 A. No land may be disturbed nor may any building or structure be constructed, extended,  
87 altered, repaired, changed or converted to another use until the Department of ~~[[Planning,~~  
88 **zoning and Community Development]]*Infrastructure and Development* has issued a final  
89 Chesapeake Bay critical area certificate of compliance.**

90

91 B. No zoning authorization may be issued nor may any land be subdivided for the purpose of  
92 sale or exchange until the Department of ~~[[Planning Zoning and Community~~  
93 **Development]]*Infrastructure and Development* has issued a final Chesapeake Bay critical area  
94 certificate of compliance.**

95

96 Article V - Definitions and Word Usage

97 Section 12.20.120 - Definitions and word usage.

98 B. Definitions applicable to terms used in the critical area district not already contained herein  
99 shall be the same as those contained in the Chesapeake Bay Critical Area Criteria, COMAR  
100 ~~[[4.15.01]]~~27.01.01.

101 50. "Habitat Protection Plan" means a plan that provides for the protection and  
102 conservation of the species and habitats identified as Habitat Protection Areas in the Critical Area.  
103 The plan shall be specific to the site or area where the species ~~[[o]]~~ or its habitat is located and  
104 shall address all aspects of a proposed development activity that may affect the continued presence  
105 of the species. These include, but are not limited to, cutting, clearing, alterations of natural  
106 hydrology, and increases in lot coverage. In developing the Plan, an applicant shall coordinate with  
107 the Department of Natural Resources to ensure that the Plan is adequate to provide for long-term  
108 conservation and can be effectively implemented on the specific site.

109 92. "Program amendment" means any change or proposed change to an adopted  
110 Ordinance that is not determined by the Chairman of the Critical Area Commission to be ~~[[a]]~~ an  
111 Ordinance refinement.

112

113 Article VII - The 100-Foot Buffer

114 Section 12.20.140 - Applicability and delineation.

115 A. An applicant for a development activity or a change in land use shall apply all of the required  
116 standards for a minimum 100-foot Buffer as described in this Article, The minimum 100-foot  
117 Buffer shall be delineated in the field and shall be shown on all applications as follows:

118 2. The Buffer shall be expanded beyond the minimum 100-foot Buffer as described in  
119 §12.20.140 above and the minimum 200-foot Buffer as described in subsection A.3.  
120 below, to include the following contiguous land features:

- 121 d. For an area of hydric soils or highly erodible soils, the lesser of:  
122 (1) The landward edge of the hydric or highly erodible soils; **[[o]]** *or*  
123 (2) Three hundred feet where the expansion area includes the minimum 100-foot  
124 Buffer.  
125

126 Section 12.20.190 - Required submittal of Buffer Management Plans.

127 B. Any permit for development activity that requires Buffer establishment or Buffer  
128 mitigation will not be issued until a Buffer Management Plan is approved by the City of  
129 Salisbury Department of **[[Planning, Zoning and Community Development]]***Infrastructure*  
130 *and Development*.

131 Section 12.20.260 - Approving authority.

132 A. Site plans accompanying individual building permit applications shall be approved by the  
133 City of Salisbury Planning and Zoning Commission or its designee. The Department of  
134 **[[Planning, Zoning and Community Development]]***Infrastructure and Development* may  
135 waive some or all of the site plan information requirements of Section 12.20.260 and may permit  
136 an applicant for an individual building permit to submit an abbreviated or minor site plan and  
137 environmental assessment, except where said projects are located in or adjoining an  
138 environmentally sensitive area.

139 Section 12.20.270 - Information required.

140 B. A boundary survey plat of the entire site at a scale of not smaller than one inch equals fifty  
141 (50) feet unless otherwise specified or approved by the Department of **[[Planning, Zoning and**  
142 **Community Development]]***Infrastructure and Development*, showing the following:

- 143 1. Existing topography at two- or five-foot contour intervals. Datum shall be stated  
144 in all cases and a reference or bench mark described on the plat together with the  
145 elevation. The source of contours shall be stated on the plat, such as field run or  
146 aerial topography, etc. Interpolation of contours from United States Geological  
147 Survey (USGS) quadrangle maps will not be accepted;  
148 2. Slopes in excess of fifteen (15) percent and the specific identification of all soils  
149 with a slope of fifteen (15) percent or greater;  
150 3. Existing and proposed regraded surface of the land;  
151 4. The location of natural features such as streams, major ravines and drainage  
152 patterns on the parcel to be developed and the location of trees measuring greater  
153 than twelve (12) inches in diameter to be retained along with existing natural  
154 vegetation;  
155 5. Floodplain boundaries (one-hundred-year);  
156 6. An existing-conditions map, including natural and manmade features;  
157 7. The location and areal extent of all soils with septic limitations, wet soils, hydric  
158 soils and soils with hydric properties as shown on the Wicomico County soil  
159 survey.

160 Section 12.20.280 - Special provisions for water-dependent facilities.

161 A. All applications for development of commercial marinas, maritime commercial or  
162 industrial uses or other water-related uses, except private piers, in the critical area shall prepare a  
163 site plan as above and shall also include the following information:

164 1. Water depth contours shown at two-foot intervals at mean low water taken by  
165 sounding (unless otherwise specified by the Department of **[[Planning, Zoning and**  
166 **Community Development]]***Infrastructure and Development*);

167 Section 12.20.290 - Procedure for preparation.

168 A. Every site plan shall show the name and address of the owner and developer, the election  
169 district, north point, date, scale of the drawing and the number of sheets. Five clearly legible  
170 copies of all site plans shall be submitted to the Department of **[[Planning, Zoning and**  
171 **Community Development]]***Infrastructure and Development* (which may require that additional  
172 copies be provided when necessary).

173 Section 12.20.300 - Procedure for processing.

174 A. Upon receipt of the site plan, the Department of **[[Planning, Zoning and Community**  
175 **Development]]***Infrastructure and Development* shall conduct a review soliciting technical  
176 comments from other departments, agencies and officials as the Department of **[[Planning,**  
177 **Zoning and Community Development]]***Infrastructure and Development* may deem  
178 appropriate.

179 Section 12.20.310 - Construction of required improvements.

180 A. Upon final approval of a site plan and issuance of a final Chesapeake Bay critical areas  
181 certificate of compliance, the applicant shall then secure the necessary construction permits from  
182 appropriate agencies before commencing work. The applicant may construct only such  
183 improvements as have been approved by the Department of **[[Planning, Zoning and**  
184 **Community Development]]***Infrastructure and Development*.

185 Section 12.20.320 – Expiration and extension.

186 Approval of site plans shall be for a one-year period and shall expire at the end of that period  
187 unless building construction has begun. Upon written request by the applicant, within ninety (90)  
188 days of the expiration of said approval, a one-year extension may be given by the Department of  
189 **[[Planning, Zoning and Community Development]]***Infrastructure and Development*. Such  
190 request shall be acknowledged, and a decision rendered thereupon, not more than thirty (30) days  
191 after the filing of said request.

192 Section 12.20.350 – Standards.

193 C. Decisions.

194 The City of Salisbury Board of Zoning Appeals shall examine all facts of the case and render a  
195 decision. Variance requests in the critical area shall not be granted unless the decision is based  
196 on the following criteria:

197 5. That the granting of a variance will not adversely affect water quality or adversely impact  
198 fish, wildlife or plant habitat within the critical area district and that the granting of the variance  
199 will be consistent with the spirit and intent of the City of Salisbury’s critical area program and  
200 associated Chapters as well as State law and regulations adopted under Subtitle 18 of the Natural  
201 Resource Article and COMAR ~~[[14.15]]~~27.01;

202 Section 12.20.410 – Amendment procedures.

203 B. Map amendments involving specific properties requested by the property owner shall be  
204 submitted to the Department of **[[Planning, Zoning and Community**  
205 **Development]]***Infrastructure and Development*.  
206

207 Article XVIII – Violations and Enforcement

208 Section 12.20.530 – Violations and Enforcement.

209 Whenever a violation of this Chapter occurs or is alleged to have occurred, any person may file a  
210 written complaint. Such complaint, stating in full the causes and basis thereof, shall be filed with  
211 the Department of **[[Planning, Zoning and Community Development]]***Infrastructure and*  
212 *Development*. The planning director shall properly record the complaint, immediately investigate  
213 and take action thereon as provided by this section.

214 A. Right to enter property.

215 Except as otherwise authorized and in accordance with the procedures specified herein,  
216 the Mayor and Council or their designee may obtain access to and enter a property in order to  
217 identify or verify a suspected violation, restrain a development activity, or issue a citation if The  
218 City of Salisbury has probable cause to believe that a violation of this Ordinance has occurred, is  
219 occurring, or will occur. The City of Salisbury **[[Planning, Zoning, and Community**  
220 **Development]]***Infrastructure and Development* Department staff shall make a reasonable effort  
221 to contact a property owner before obtaining access to or entering the property. If entry is denied,  
222 the City of Salisbury municipal government may seek an injunction to enter the property to  
223 pursue an enforcement action.  
224

225 Article XIX – Fees And Costs

226 Section 12.20.540 – Fees and Costs

227 A. *All fees and costs charged by the City of Salisbury Infrastructure and Development*  
228 *Department in administering the Critical Areas Programs as set forth herein shall be set forth in*  
229 *the annual budget resolution.*

230 B. *All fees and costs collected by the City of Salisbury Infrastructure and Development*  
231 *Department in administering the Critical Areas Programs as set forth herein shall be deposited*  
232 *into a designated fund for the Critical Areas Programs.*

233

234 **EXPLANATION:**

235  
236 \* *ITALICIZED PRINT INDICATED MATERIAL ADDED TO EXISTING LAW.*  
237 Deleted material from the existing Charter is indicated by bold double bracketed [ [ ] ]  
238 language.

239  
240 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF  
241 SALISBURY, MARYLAND, that the Ordinance shall take effect upon final passage.

242  
243 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
244 Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and thereafter, a statement of the  
245 substance of the ordinance having been published as required by law, in the meantime, was  
246 finally passed by the Council on the \_\_\_ day of \_\_\_\_\_, 2019.

247  
248 ATTEST:

249  
250 \_\_\_\_\_  
251 Kimberly R. Nichols, City Clerk

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

252  
253  
254 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

255  
256  
257 \_\_\_\_\_  
258 Jacob R. Day, Mayor