



## CITY OF SALISBURY CITY COUNCIL AGENDA

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**August 26, 2019**  
**Government Office Building**

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**6:00 p.m.**  
**Room 301**

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Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:02 p.m. CITY INVOCATION – Rev. Christopher LaBarge of St. Francis de Sales Church

6:04 p.m. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

6:05 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:06 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols

- **August 12, 2019 Council Meeting Minutes**

6:08 p.m. AWARD OF BIDS – Procurement Director Jennifer Miller

- ITB 20-105 HV507 Dump Truck
- Award of Bid, RFP 19-105 457(b) Plan Administration \*multi-year award
- Award of Bid, RFP 19-101 Electronic Bill and Payment Processing \*multi-year award

6:18 p.m. RESOLUTIONS – presented by City Administrator Julia Glanz  
Johnson Road-Dirk Widdowson Annexation

- **Resolution No. 2967-** proposing the annexation to the City of Salisbury of 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
- **Resolution No. 2968-** 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

6:30 p.m. ORDINANCES – presented by City Attorney Mark Tilghman

- **Ordinance No. 2552-** 2<sup>nd</sup> reading- approving an amendment of the FY2020 Budget to appropriate a developer contribution for street lighting improvements
- **Ordinance No. 2553-** 2<sup>nd</sup> reading- approving an amendment of the FY20 Budget to appropriate funds for street resurfacing and concrete repair
- **Ordinance No. 2554-** 2<sup>nd</sup> reading- to authorize and empower City of Salisbury to issue and sell one or more series of (1)(a) General Obligation Bonds and (b) General Obligation Bond anticipation notes, each in an original aggregate principal amount not to exceed \$12,482,977
- **Ordinance No. 2555-** 2<sup>nd</sup> reading- authorizing the mayor to enter into a contract with the Governor’s Office of Crime Control and Prevention for the purpose of accepting Maryland Criminal Intelligence Network grant funds in the amount of \$369,924 and approving an amendment to the FY 2020 Grant Fund Budget to appropriate funds for the Salisbury FY20 MCIN Program
- **Ordinance No. 2556-** 2<sup>nd</sup> reading- to amend the Municipal Code, Title 5-Business Licenses and Regulations, Chapter 5.04-Commercial District Management Authority; Chapter 5.32-Transient Merchants and Mobile Vendors; Chapter 5.44-Plays, Concerts and Circuses; and Chapter 5.52-Restaurants in connection with adding City Fire Marshal inspection and approval requirements to ensure compliance with the City Fire Prevention Code
- **Ordinance No. 2557-** 1<sup>st</sup> reading- 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
- **Ordinance No. 2558-** 1<sup>st</sup> reading- to amend Chapter 12.20 Chesapeake Bay Critical Area Natural Resources Program, Sections .010.a., .010.b., .010.c., .020.a., .110.a., .110.b., .120.b., .102.b.50., .120.b.92., .140.a.2.d., .190.b., .260.c., .270.b., .280.a.1., .290.d., .300.a., .310.a., .320, .350.c.5., .410.b., .530 and .530.e. of the Salisbury Municipal Code by deleting the references to the Department of Planning, Zoning and Community Development and replacing with the Department of Infrastructure and Development, correcting references to COMAR and by adding Article XIX, Section .540 to add a section for Fees and Costs

6:55 p.m. PUBLIC COMMENTS

7:00 p.m. ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk’s Office, Room 305– City/County Government Office Building, 410-548-3140 or on the City’s website [www.salisbury.md](http://www.salisbury.md). City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council’s meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b), by vote of the City Council.

**NEXT COUNCIL MEETING – SEPTEMBER 9, 2019**

- **Ordinance No. 2557-** 1<sup>st</sup> reading- 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
- **Ordinance No. 2558-** 1<sup>st</sup> reading- to amend Chapter 12.20 Chesapeake Bay Critical Area Natural Resources Program, Sections .010.a., .010.b., .010.c., .020.a., .110.a., .110.b., .120.b., .102.b.50., .120.b.92., .140.a.2.d., .190.b., .260.c., .270.b., .280.a.1., .290.d., .300.a., .310.a., .320, .350.c.5., .410.b., .530 and .530.e. of the Salisbury Municipal Code by deleting the references to the Department of Planning, Zoning and Community Development and replacing with the Department of Infrastructure and Development, correcting references to COMAR and by adding Article XIX, Section .540 to add a section for Fees and Costs

1 **CITY OF SALISBURY, MARYLAND**

2  
3 **REGULAR MEETING**

**AUGUST 12, 2019**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 *Council President John “Jack” R. Heath*  
8 *Council Vice-President Muir Boda*  
9 *Councilman James Ireton, Jr.*

*Mayor Jacob R. Day*  
*Councilwoman Angela M. Blake*

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11 **PUBLIC OFFICIALS NOT PRESENT**

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13 *Councilwoman April Jackson*

14  
15 **IN ATTENDANCE**

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17 *City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Procurement Director*  
18 *Jennifer Miller, Department of Infrastructure and Development Director Amanda Pollack, Water*  
19 *Works Director Cori Cameron, Finance Director Keith Cordrey, Fire Chief John Tull, City*  
20 *Clerk Kim Nichols, City Attorney Mark Tilghman, and interested citizens.*

21 \*\*\*\*\*

22 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

23  
24 *The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President*  
25 *John R. “Jack” Heath called the meeting to order and invited Pastor Robert C. Reinert of Faith*  
26 *Baptist Church to the podium to deliver the City Invocation, followed by the Pledge of Allegiance*  
27 *to the flag of the United States of America.*

28  
29 **PRESENTATION**

- 30  
31 • *Census 2020 Awareness Day proclamation*  
32 *Mayor Jacob R. Day discussed the importance of the 2020 Census, and said there was*  
33 *reason for concern about a possible lack of participation in the next census.*  
34 *It was important for everyone to participate because the apportionment of dollars*  
35 *collected by the federal government and apportionment of our representation in*  
36 *Congress is determined based upon the distribution of population. For every person not*  
37 *counted, there are federal dollars being lost to another community. Mayor Day invited*  
38 *the following people forward to join him at the podium:*

- 39
- *Dr. Branté Dashiell*
  - *Eddie Lee*
  - *John Watson*
  - *Sanya Whitehead*
  - *Lori Carter*
  - *Julia Glanz*

40  
41 *Mayor Day presented the proclamation and urged all citizens to participate in the 2020*  
42 *Census by completing the requested paperwork in order to receive the full benefit of*  
43 *representation.*

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**ADOPTION OF LEGISLATIVE AGENDA**

*Mr. Ireton moved, Mr. Boda seconded, and the vote was unanimous (4-0) to approve the legislative agenda as presented.*

**CONSENT AGENDA** – presented by City Clerk Kim Nichols

*The Consent Agenda, consisting of the following items, was unanimously approved (4-0 vote) on a motion and seconded by Mr. Boda and Ms. Blake, respectively:*

- **May 14, 2019 Budget Work Session Minutes**
- **July 1, 2019 Work Session Minutes**
- **July 8, 2019 Council Meeting Minutes**
- **July 15, 2019 Work Session Minutes**
- **July 22, 2019 Council Meeting Minutes**
- **August 5, 2019 Work Session Minutes**
- **Resolution No. 2969** – approving the appointment of Bruce Giordano to the Sustainability Advisory Committee for term ending August 2022
- **Resolution No. 2970** – approving the appointment of Marina Feeser to the Sustainability Advisory Committee for term ending August 2022

**AWARD OF BIDS** – presented by Procurement Director Jennifer Miller

*The Award of Bids, consisting of the following item, was unanimously approved (4-0 vote) on a motion by Mr. Ireton that was seconded by Ms. Blake.*

- Award of Bid, ITB 19-121 Fitzwater Street Lift Station Replacement \$4,289,830.50
- Award of Bid, ITB A-08-18 Wastewater Treatment Facility Polymer Chemical Supplier \$ 230,832.00
- Award of Bid, RFP 19-117, Fitzwater Street Lift Station Replacement CA & Inspection \$ 225,300.00
- Declaration of Surplus, SFD Turnout Gear \$ 0.00
- Declaration of Surplus, SFD Vehicles \$ 0.00

**ORDINANCES** – presented by City Attorney Mark Tilghman

- **Ordinance No. 2552**- 1<sup>st</sup> reading - approving an amendment of the FY2020 Budget to appropriate a developer contribution for street lighting improvements

*Ms. Blake moved, Mr. Boda seconded, and the vote was 3-1 to approve Ordinance No. 2552 for first reading. President Heath voted “nay.”*

- **Ordinance No. 2553**- 1<sup>st</sup> reading- approving an amendment of the FY20 Budget to appropriate funds for street resurfacing and concrete repair

80 Mr. Boda moved, Mr. Ireton seconded, and the vote was unanimous (4-0) to approve  
81 Ordinance No. 2553 for first reading.

- 82
- 83 • **Ordinance No. 2554**- 1<sup>st</sup> reading- to authorize and empower City of Salisbury to issue and  
84 sell one or more series of (1)(a) General Obligation Bonds and (b) General Obligation  
85 Bond anticipation notes, each in an original aggregate principal amount not to exceed  
86 \$12,482,977

87

88 Mr. Ireton moved, Mr. Boda seconded, and the vote was unanimous (4-0) to approve  
89 Ordinance No. 2554 for first reading.

- 90
- 91 • **Ordinance No. 2555**- 1<sup>st</sup> reading- authorizing the mayor to enter into a contract with the  
92 Governor's Office of Crime Control and Prevention for the purpose of accepting Maryland  
93 Criminal Intelligence Network grant funds in the amount of \$369,924 and approving an  
94 amendment to the FY 2020 Grant Fund Budget to appropriate funds for the Salisbury FY20  
95 MCIN Program

96

97 Mr. Boda moved, Mr. Ireton seconded, and the vote was 3-0 to approve Ordinance No.  
98 2555 for first reading. Mr. Ireton did not cast a vote.

- 99
- 100 • **Ordinance No. 2556**- 1<sup>st</sup> reading- to amend the Municipal Code, Title 5-Business  
101 Licenses and Regulations, Chapter 5.04-Commercial District Management Authority;  
102 Chapter 5.32-Transient Merchants and Mobile Vendors; Chapter 5.44-Plays, Concerts  
103 and Circuses; and Chapter 5.52-Restaurants in connection with adding City Fire  
104 Marshal inspection and approval requirements to ensure compliance with the City Fire  
105 Prevention Code

106 Ms. Blake moved, Mr. Boda seconded, and the vote was unanimous (4-0) to approve  
107 Ordinance No. 2556 for first reading.

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109 **ADJOURNMENT**

110

111 With no further business to discuss, the meeting adjourned at 6:42 p.m.

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113 \_\_\_\_\_  
114 City Clerk

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116 \_\_\_\_\_  
117 Council President



**COUNCIL AGENDA – Award of Bids**

**August 26, 2019**

- |   |                   |
|---|-------------------|
| 1. Award of Bid<br>ITB 20-105 HV507 Dump Truck  | \$ 122,108.00     |
| 2. Award of Bid<br>RFP 19-105 457(b) Plan Administration<br>*multi-year award             | \$ 26,767.00      |
| 3. Award of Bid<br>RFP 19-101 Electronic Bill and Payment Processing<br>*multi-year award | \$ 20,000.00 est. |



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

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** August 26, 2019  
**Subject:** Award of Bid  
Contract ITB 20-105 Dump Truck

The Department of Procurement received a request from the Department of Field Operations to purchase a dump truck with snow plow (cab, chassis and body) through Baylor, Inc (DBA International of Delmarva), utilizing a cooperative purchasing contract issued by the State of Delaware.

Per Section SC 16-3 "General Policy of Competitive Bidding, Exceptions" of the City of Salisbury Charter, competitive bidding procedures performed by the City of Salisbury are not necessary or appropriate in the following circumstance:

"(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract."

This Charter designation, therefore, allows the City of Salisbury to participate in competitive solicitations issued and awarded by other governmental entities such as the State of Delaware. Contract GSS-16617 Heavy Duty Trucks, was issued as a Request for Proposals on February 23, 2016, by the State of Delaware, for the purpose of identifying a vendor(s) and executing a contract to purchase multiple types of Heavy Duty Trucks. As a publicly competed contract, this contract was then made available for use by other states and governmental entities through a participating addendum. After verifying the contract pricing, terms and conditions, the City of Salisbury Department of Procurement sought and received approval from the State of Delaware Director of Government Support Services to participate in the aforementioned contract.

There are sufficient funds in account 97030-577025-48054 (PayGo-Vehicles-HV507 Dump Truck) to purchase the requested truck. The expected delivery will be May 2020.

The Procurement Department requests Council's approval to award Contract ITB 20-105 to International of Delmarva, in the amount of \$122,108.00 (quote attached).

**Prepared For:**

CITY OF SALISBURY  
Ben Baker  
North Divison St and Route  
SALISBURY, MD 21801(410)548  
- 3177

Reference ID: N/A

Thank you for the opportunity to assist you with your new truck requirements. I look forward to working together to provide you the right truck to to exceed all expectations. Attached, you will find the specifications for your review. Please look these over closely and feel free to contact me with any questions or changes. I appreciate the opportunity to earn your business.

Sincerely,

Beth Brittingham  
Sales Manager  
INTERNATIONAL OF DELMARVA  
EASTON TRUCK CENTER  
(410) 310-9169

**Presented By:**

INTL OF DELMARVA  
Beth Brittingham  
PO BOX 2135  
SALISBURY MD 218022135  
410-546-1122

Model Profile  
**2020 HV507 SFA (HV507)**

**AXLE CONFIG:** 4X2  
**APPLICATION:** Flat Dump  
**MISSION:** Requested GVWR: 35000. Calc. GVWR: 36220  
Calc. Start / Grade Ability: 41.08% / 3.13% @ 55 MPH  
Calc. Geared Speed: 67.5 MPH

**DIMENSION:** Wheelbase: 197.00, CA: 122.00, Axle to Frame: 77.00  
**ENGINE, DIESEL:** {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)

**TRANSMISSION, AUTOMATIC:** {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

**CLUTCH:** Omit Item (Clutch & Control)  
**AXLE, FRONT NON-DRIVING:** {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity  
**AXLE, REAR, SINGLE:** {Dana Spicer S23-190} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, R Wheel Ends Gear Ratio: 5.25

**CAB:** Conventional, Day Cab  
**TIRE, FRONT:** (2) 11R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position  
**TIRE, REAR:** (4) 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive  
**SUSPENSION, REAR, SINGLE:** 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs  
**FRAME REINFORCEMENT:** Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL

**PAINT:** Cab schematic 100WK  
Location 1: 9219, Winter White (Std)  
Chassis schematic N/A

Base Chassis, Model HV507 SFA with 197.00 Wheelbase, 122.00 CA, and 77.00 Axle to Frame.

AXLE CONFIGURATION {Navistar} 4x2

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL

LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper



Description

BUMPER, FRONT Swept Back, Steel, Heavy Duty  
WHEELBASE RANGE 197" (500cm) Through and Including 264" (670cm)  
AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity  
SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers  
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon  
: DRAIN VALVE Twist-Type  
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster  
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel  
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4  
: SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes)  
: SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes)  
: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6  
DRAIN VALVE {Berg} with Pull Chain, for Air Tank  
AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)  
AIR DRYER {Bendix AD-9} with Heater  
BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn  
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake  
BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers  
BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake  
AIR COMPRESSOR {Cummins} 18.7 CFM  
AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab  
AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail  
STEERING COLUMN Tilting  
STEERING WHEEL 4-Spoke; 18" Dia., Black  
STEERING GEAR {Sheppard M100} Power  
AFTERTREATMENT COVER Aluminum  
EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab  
TAIL PIPE (1) Turnback Type  
EXHAUST HEIGHT 10' 11"  
MUFFLER/TAIL PIPE GUARD (1) Aluminum  
ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab  
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel  
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever  
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light  
: STARTER SWITCH Electric, Key Operated  
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

**Description**

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature  
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever  
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted  
: WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2) Disc Style

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

BATTERY SYSTEM {JCI} Maintenance-Free, (3) 12-Volt 2100CCA Total, Top Threaded Stud

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

BACK-UP ALARM Electric, 102 dBA

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, with Maximum of 20 amp Load with Switches In Instrument Panel

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab

JUMP START STUD Remote Mounted

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

GRILLE Stationary, Chrome

**Description**

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

**Includes**

: PAINT SCHEMATIC ID LETTERS "WK"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PROMOTIONAL PACKAGE Government Silver Package

SAFETY TRIANGLES

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

**Includes**

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed

**Includes**

: FAN Nylon

RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler

**Includes**

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control

FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019

THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel

EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, SINGLE {Dana Spicer S23-190} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.25

Description

SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints

FUELWATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor

LOCATION FUELWATER SEPARATOR Mounted Outside Left Rail, 8" Back of Cab

FUEL TANK Top Draw, Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Heated, Bright Heads, Black Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"

CAB INTERIOR TRIM Classic, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

COWL TRAY LID

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEEL, SPARE, DISC {Maxion 10049} 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, with .490" Thick Increased Capacity Disc

WHEELS, FRONT {Maxion 10049} DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs

WHEELS, REAR {Maxion 10049} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs

**Description**

- PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint
- PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
- WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil
- (4) TIRE, REAR 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive
- (2) TIRE, FRONT 11R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position

**Services Section:**

- WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
- SERVICES, TOWING {Navistar} Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident
- SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment
- Allison 5 year extended Transmission warranty
- Cummins Insight one year subscription and adapter cable to be used with existing Lap top Computer
- 16' Godwin Dump, 30" Metal Sides w/Good Roads 120M 10'x36" Snow Plow, see specs dated 5/13/2019 w/air tailgate

**Financial Summary**  
**2020 HV507 SFA (HV507)**

(US DOLLAR)

<u>Description</u>	<u>Price</u>
Net Sales Price:	\$122,108.00

Pricing Per Deldot Tack On to Contract GSS-16617-Heavy\_Truck, expires 8/31/2019

Please review these specifications closely and contact me with any questions or changes you would like to make. We are confident you will appreciate the quality and durability of the International product. Sincerely,

Beth Brittingham  
Sales Manager  
INTERNATIONAL OF DELMARVA  
EASTON TRUCK CENTER

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



**To:** Mayor and City Council  
**From:** Jennifer Miller  
 Director of Procurement  
**Date:** August 12, 2019  
**Subject:** Award of Bid  
 RFP 19-105 457(b) Plan Administration

The Department of Procurement received a request from the Department of Finance to solicit proposals from qualified and experienced institutional retirement plan providers to administer and communicate the City's 457(b) plan for an initial term of three (3) years and successive one (1) year renewal terms.

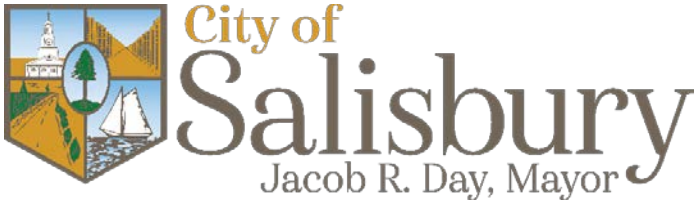
The Department of Procurement followed standard competitive bidding practices by advertising in the Daily Times and posting the solicitation on both the City of Salisbury's Procurement Portal and on the State of Maryland's website, eMaryland Marketplace. A total of seven (7) vendors submitted proposals by the due date and time of October 26, 2018 at 2:30 p.m. The vendors' technical proposals were evaluated by committee according to the criteria established in the solicitation document, and pricing was opened for the top three proposals.

The evaluation criteria included the following:

<b>Criteria – Technical Proposal</b>	<b>Maximum Pts</b>
Project methodology and approach	55
Governmental 457(b) Plan experience	25
<b>Criteria – Price Proposal</b>	<b>Maximum Pts</b>
Cost/Program Fees	25

Composite scoring results were as follows:

<b>Vendor</b>	<b>Technical Score</b>	<b>Yearly Fee</b>	<b>Approx. Yearly Compensation from Plan Assets (\$5.5M)</b>
Empower	67	.49%	\$26,797
Voya	64	.71%	\$38,829
Lincoln	63	.88%	\$48,126
ICMA-RC	61	N/A	N/A
CBIZ	59	N/A	N/A
VALIC	58	N/A	N/A
AXA	56	N/A	N/A



On February 4, 2019, the Department of Procurement issued an “Intent to Award” to the highest ranked respondent, Empower, as further discussion, negotiation and agreement review was necessary to facilitate a successful formal award and resulting contract.

The Department of Procurement hereby requests Council approval to formally award contract RFP 19-105 457(b) Plan Administration, to Empower. It is intended that all subsequent renewal requests will be handled by the Department of Procurement and the using department, with no additional Council approval requirement.





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

**To:** Jennifer Miller, Director of Procurement  
**From:** Keith Cordrey, Director of Finance  
**Subject:** RFP 19-105  
**Date:** July 29, 2019

---

The Department of Finance recently engaged Bolton Investment to develop an RFP for administrative services for the City's 457(b) plan. The RFP was released on September 26, 2018 and the responses were due back on October 26, 2018. The following seven firms responded to the Request for Proposal:

AXA  
CBIZ  
Empower  
ICMA-RC  
Lincoln  
VALIC  
Voya

Bolton evaluated the proposals of all seven vendors. The categories of focus included:

- Governmental 457(b) experience
- Plan health and financial wellness capabilities
- On-site participant communications strategy and support
- Experience of proposed representatives and relationship managers
- Depth and quality of investment platform
- Recordkeeping systems
- Participant and Plan Sponsor websites

The award to Empower should afford the City the following advantages:

- Significant fee reductions. Details can be found in the Bolton report.
- Advanced participant and plan sponsor technology.
- Utilization of a server-based recordkeeping system that will be better equipped to handle plan growth.

Three finalists were selected: Empower, Lincoln, and Voya. The committee recommends awarding the contract to Empower. The funding for the services provided by Empower are provided by the plan, which represents 49 bps of the plan assets. This amount would be approximately \$26,797 per year. The current vendor receives 102 bps which would equate to \$55,782 annually. Thus this would be a savings of \$28,985 per year to the plan.



**To:** Mayor and City Council  
**From:** Jennifer Miller  
 Director of Procurement  
**Date:** August 12, 2019  
**Subject:** Award of Bid  
 RFP 19-101 Electronic Bill and Payment Processing

The Department of Procurement received a request from the Department of Finance to solicit proposals from qualified and experienced providers for an electronic bill and payment processing system for an initial term of three (3) years and successive three (3) year renewal terms.

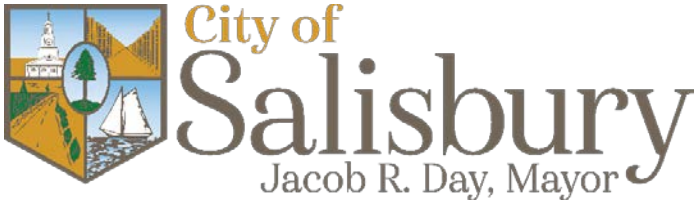
The Department of Procurement followed standard competitive bidding practices by advertising in the Daily Times and posting the solicitation on both the City of Salisbury’s Procurement Portal and on the State of Maryland’s website, eMaryland Marketplace. A total of seven (7) vendors submitted proposals by the due date and time of February 4, 2019 at 2:30 p.m. The vendors’ proposals were given an initial review by an evaluation committee, and it was determined that additional information was needed from all vendors. This, along with a “Best and Final Offer” request, was sent to vendors on April 3, 2019, with responses due on April 10, 2019. Six (6) of the seven (7) vendors replied, and the proposals were evaluated according to the criteria established in the solicitation document:

<b>Criteria</b>	<b>Maximum Pts</b>
Expertise, experience and qualifications	35
Technical capabilities	35
Cost impact to City	30

Composite scoring results were as follows:

<b>Vendor</b>	<b>Composite Score</b>
Paymentus	87
M&T Bank	80
Adcomp	47
First Billing	44
Smart Energy Group (SEW)	32
Tyler Technologies	28
Citybase	0

Payment transaction fees are typically incurred by the payor. However, with this award the City plans to absorb interchange fees for online payments of utility fees since the City has been able to receive the favorable interchange rate of \$1.85. In comparison, the cost passed on by Official Payments (the current service provider) has been over \$5.00, paid by the payor. The FY20 Budget included an additional \$12,900 in bank charges to cover the estimated amount of increases in bank fees in FY20 related



to this change. Interchange fees for other non-utility (i.e. Tax, General Billing, etc.) payments will continue to be passed to the payor.

The Department of Procurement hereby requests Council approval to formally award contract RFP 19-101 Electronic Bill and Payment Processing, to Paymentus. It is intended that all subsequent renewal requests will be handled by the Department of Procurement and the using department, with no additional Council approval requirement.



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

**To:** Jennifer Miller, Director of Procurement  
**From:** Keith Cordrey, Director of Finance  
**Subject:** RFP 19-101 Electronic Bill and Payment Processing  
**Date:** July 16, 2019

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The Department of Finance recently released an RFP for Electronic and Payment Processing services. The RFP was released on Dec 21, 2018 and the initial responses were due January 23, 2019. The following seven firms responded to the Request for Proposal:

Paymentus  
M&T Bank/Govolution  
Adcomp  
First Billing  
City Base  
Smart Energy Group (SEW)  
Tyler Technologies (TG)

The Department of Finance committee evaluated the responses-based expertise, technical capabilities and cost impact as related to the needs of the City. Points were assigned to criterion as follows:

<u>Maximum Possible Points</u>	<u>Criterion</u>
35	Expertise, experience, and qualifications of the proposer as related to the Scope of Services, including team member experience, successful related past experience, relevant project references and performance of implementations.
35	Technical Capabilities as related to the needs of the City.
30	Cost impact as related to the needs of the City.

The most qualified vendors were determined to be Paymentus and M&T and thus they were selected to be two finalists.



The chart below summarizes the points awarded to each by criterion.

	Max	Paymentus	MT
Technical Capabilities	35	32	26
Customer Survey	35	30	26
Cost Impact	30	25	28
<b>Total</b>	<b>100</b>	<b>87</b>	<b>80</b>

The Department of Finance recommends the contract be awarded to Paymentus.

# 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

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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

# 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) # 270

Map # 48

SIGNATURE (S)

*Christy M. Haddock*

1-9-19  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

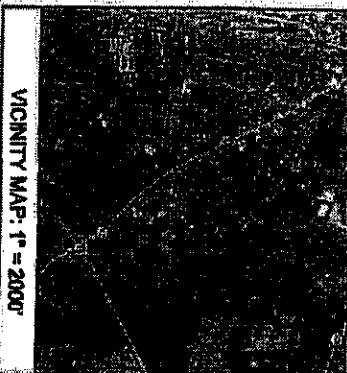
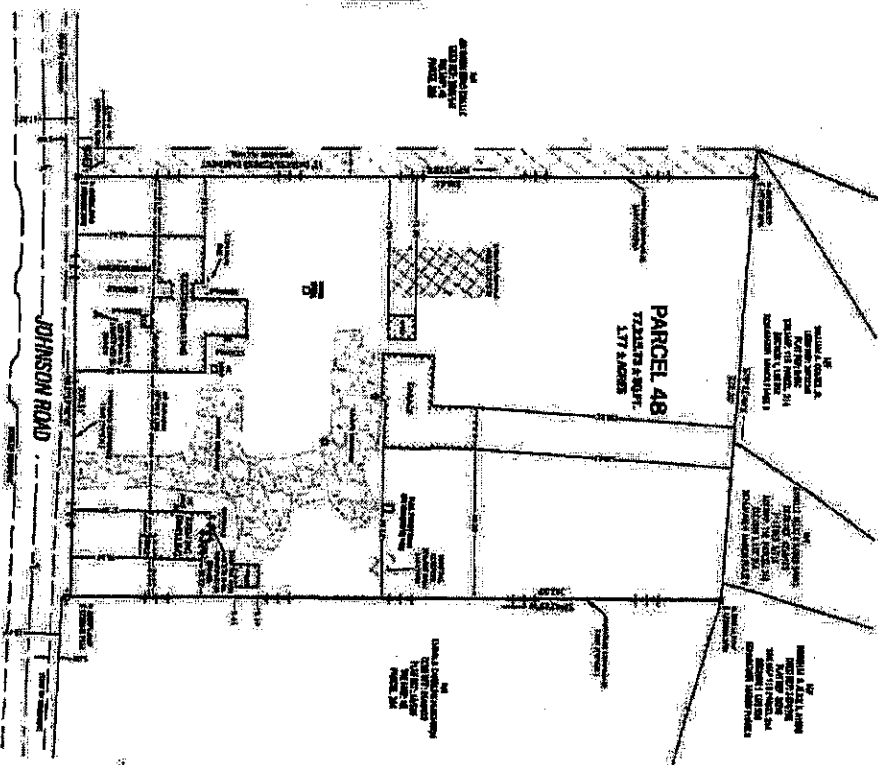
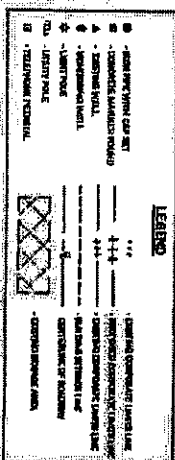


**GENERAL NOTES**

1. THIS PLAN HAS BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMPLIES WITH ALL APPLICABLE REQUIREMENTS OF THE CITY OF... AND THE STATE OF... I AM NOT PROVIDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS PLAN.

2. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES AND FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS OF WAY FROM THE ADJACENT PROPERTY OWNERS.

3. THIS PLAN IS THE PROPERTY OF THE PREPARED BY AND SHALL BE KEPT IN THE RECORDS OF THE PREPARED BY. IT IS TO BE USED ONLY FOR THE PURPOSES INTENDED AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE PREPARED BY.



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

SLAB NUMBER	NO.	AREA (SQ FT)	VOLUME (CU YD)	CONCRETE (CY)	REINFORCING (LBS)	FORMS (SQ FT)	EST. COST

**DATE:** 10/20/13 **DRAWN BY:** [Signature]

**SCALE:** 1" = 20'

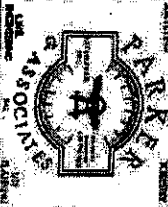
**PROJECT:** MULTIPLE-ELEMENT DISTRICT, WOODBRIDGE COMMUNITY, MARYLAND

**PREPARED BY:** [Signature]

**SCALE:** 1" = 20'

**DATE:** 10/20/13 **DRAWN BY:** [Signature]

[Professional Engineer Seal]



# 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+/- .



CITY OF  
**Salisbury**  
Jacob R. Day, Mayor

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,

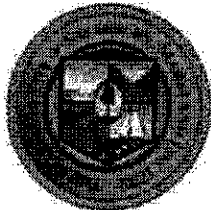
The Salisbury-Wicomico Planning Commission at its May 16, 2019 meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **R-8A Residential** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning 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)

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



**Infrastructure and Development  
Staff Report  
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.

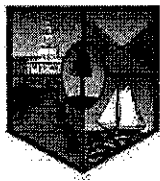
**B. Access:**

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

---

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

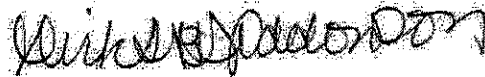
Re: *Annexation of Property Located at 927 Johnson Road*

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

---

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

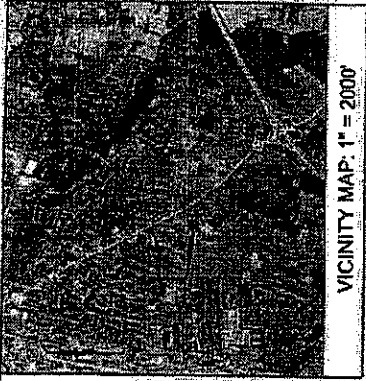
JOHNSON ROAD – WIDDOWSON PROPERTY ANNEXATION

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.

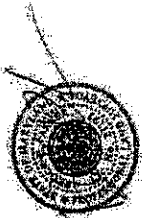
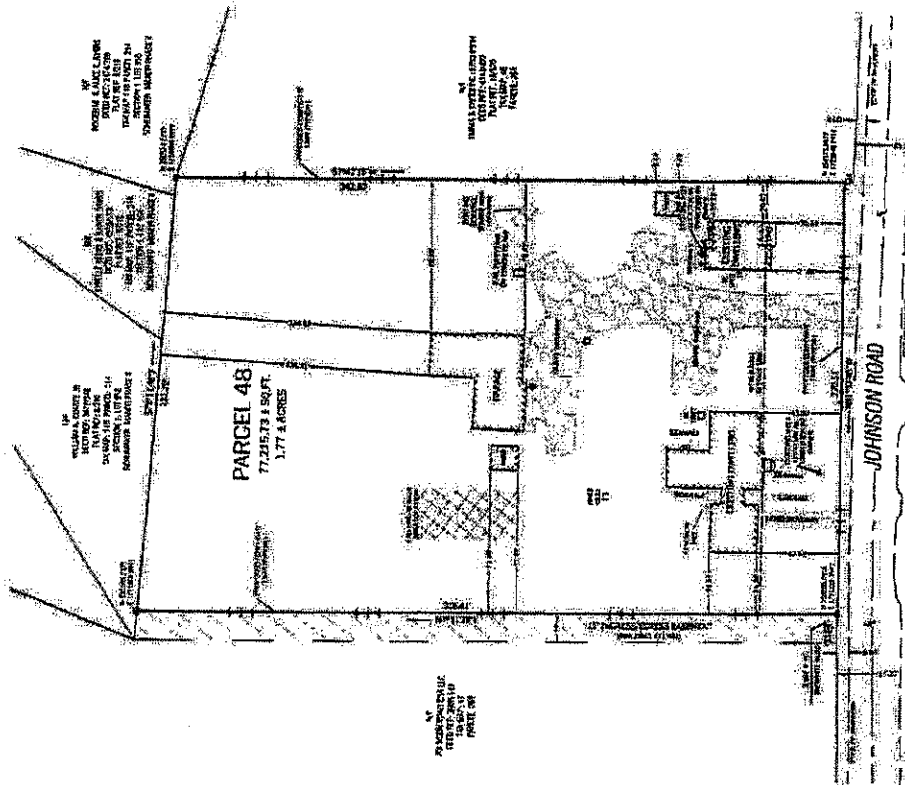
Leslie C. Sherrill  
Surveyor

Date: 3/5/19

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



VICINITY MAP: 1" = 2000'



STATE OF MARYLAND  
 PROFESSIONAL SURVEYOR  
 No. 12345  
 Robert A. ...  
 10/27/2014



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

MUTUAL ELECTION DISTRICT, WASHINGTON COUNTY, MARYLAND

DATE	10/27/2014
SCALE	1" = 40'
PLAT NO.	1544
SECTION	107E
TOWNSHIP	107E
RANGE	107E



**LEGEND**

●	EXISTING CORNER/UTILITY MARK
○	PROPOSED CORNER/UTILITY MARK
+	ADJACENT PROPERTY CORNER
—	EXISTING PROPERTY LINE
- - -	PROPOSED PROPERTY LINE
⊗	EXISTING EASEMENT
⊗	PROPOSED EASEMENT
⊗	EXISTING ENCROACHMENT
⊗	PROPOSED ENCROACHMENT

**GENERAL NOTES**

- The survey was conducted in accordance with the Maryland Professional Surveyor Act, Code of Regulations, Title 17, Subtitle 03.
- The survey was conducted on October 27, 2014.
- The survey was conducted by Robert A. ...
- The survey was conducted in accordance with the Maryland Professional Surveyor Act, Code of Regulations, Title 17, Subtitle 03.



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
- Frutland/Delmar Growth Areas
- Low Density Residential-3,026.55 ac (11.65%)
- Medium Density Residential-3,781.87 ac (13.65%)
- High Density Residential-448.38 ac (1.65%)
- Business and Institutional-294.83 ac (1.09%)
- Commercial-497.2 ac (1.83%)
- Industrial-988.68 ac (3.63%)
- Mixed Use-1,069.23 ac (3.93%)
- Parks and Open Space-144.76 ac (0.53%)
- Salisbury University-261.39 ac (0.96%)
- Madams and ROW-1,073.58 ac (3.96%)
- Waterbodies-138.36 ac (0.50%)

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



0 4,000 8,000 Feet

**ATTACHMENT 2**





**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

49  
50 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

## JOHNSON ROAD – DIRK WIDDOWSON PROPERTY

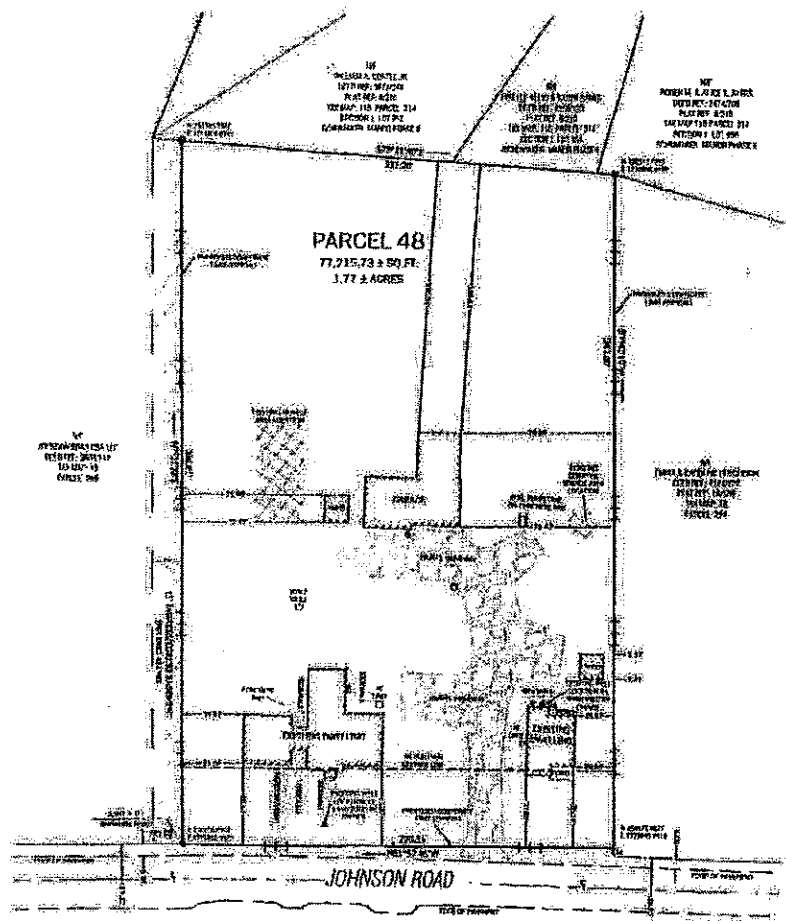
Beginning for the same at a point being South seventy-eight degrees twelve minutes twenty-one seconds East (S 78° 12' 21" E) fourteen decimal seven, two (14.72) feet from a corner of the existing Corporate Limits Line of the City of Salisbury, MD and also being on the westerly line of and near the northwesterly 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 A Annexation Plat



VICINITY MAP: 1" = 2000'



LEGEND			
①	IRON PIPE WITH CAP AND	———+———	PROPOSED CORPORATE EASEMENT LINE
②	CONCRETE MARKING POINT	———	EXISTING CORPORATE EASEMENT LINE
A	EXISTING WELL	———+———	PROPOSED CENTRAL LINE
B	MONITORING WELL	———	EXISTING CENTRAL LINE
C	UTILITY PIPE	———+———	PROPOSED CENTRAL LINE
D	UTILITY PIPE	———	EXISTING CENTRAL LINE
E	TELEPHONE FIBER OPTIC	———+———	CENTRAL LINE OF ROADWAY
		XXXXXX	EXISTING ROADWAY AREA

**GENERAL NOTES**

- The property shown herein is currently owned by Dale W. McCaskey, 637 Johnson Road, Calhoun, MD 21804. F20 988826668 A, Calhoun, MD.
- Field sketches of this plat.
- Lot area of lot = 3.77 ± acres / 77,715.73 ± sq ft.
- That portion of the lot on E of Johnson Road of 305' ± of 305' from north 24°45'20.53"E, north-south line, 2015, as being in Fee "X" area referenced to lot 16, 16-16B, plus 0.266 acres, Parcel 106-070000.
- The street map of the city of Calhoun, Maryland (Public Works Dept.) shows the location of the street lines in Calhoun County & Maryland.
- The proposed plat is in accordance with the Maryland Code, § 17-103.
- The plat is prepared in accordance with the Maryland Code, § 17-103.
- All the notes are provided for use only. The user of this plat must determine the accuracy of the information, and is not responsible for any errors or omissions that may occur in any other way.
- All the notes are provided for use only. The user of this plat must determine the accuracy of the information, and is not responsible for any errors or omissions that may occur in any other way.



PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE MARYLAND PROFESSIONAL LAND SURVEYING ACT AND THE MARYLAND PROFESSIONAL LAND SURVEYING REGULATIONS AND I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF MARYLAND. *Roger L. & Iris A. Webster*

ANNEXATION PLAT FOR ROGER L. & IRIS A. WEBSTER				
NOTERS ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND				
NO.	DATE	BY	DESCRIPTION	BY
	8-1-19	MAM	PREPARED	10/19
DATE	BY	DESCRIPTION	BY	DATE
10/19/19	MAM	REVISION	10/19/19	

**PARKER ASSOCIATES**  
INC.

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).



**RESOLUTION NO. 2967**

A RESOLUTION of the City of Salisbury proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be known as "Johnson Road - Dirk Widdowson Property 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 said land to the point of beginning.

WHEREAS the City of Salisbury has received a petition to annex dated January 9, 2019, attached hereto as **Exhibit 1**, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed binding upon the southerly Corporate Limit of the City of Salisbury to be known as "Johnson Road - Dirk Widdowson Property Annexation" beginning for the same at a point on the Corporate Limit, said 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 said land to the point of beginning.

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

ORDINANCE NO. 2552

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE  
FY2020 BUDGET TO APPROPRIATE A DEVELOPER CONTRIBUTION FOR STREET  
LIGHTING IMPROVEMENTS.

WHEREAS, the City of Salisbury Department of Infrastructure and Development has received a  
request from PennTex Ventures to pay a fee in lieu of installing streetlights along Dagsboro Road  
associated with the Aldi project; and

WHEREAS, PennTex Ventures has committed to pay the amount of \$35,000 in lieu of installing  
five (5) streetlights; and

WHEREAS, the Department of Infrastructure and Development seeks to use the developer  
contribution to perform streetlight improvements throughout the City where there are no  
streetlights or where streetlights are in need of replacement or upgrade; and

WHEREAS, the Department of Infrastructure and Development has reviewed the site in question  
and is satisfied that there is sufficient lighting along Dagsboro Road where the Aldi project is  
located.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
SALISBURY, MARYLAND that the City’s Fiscal Year 2020 budget is hereby amended as  
follows:

1. Increase the Developer Reimbursements (01000-424250) budget by \$35,000.00
2. Increase the Traffic Control and Highway Lighting Operating (22000-546006)  
budget by \$35,000.00

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 the 12<sup>th</sup> day of August 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:

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

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

APPROVED BY ME THIS:

\_\_\_\_\_ day of \_\_\_\_\_, 2019

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

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ORDINANCE NO. 2553

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE FY20 BUDGET TO APPROPRIATE FUNDS FOR STREET RESURFACING AND CONCRETE REPAIR.

WHEREAS, the City of Salisbury Department of Infrastructure and Development has completed paving and concrete repair projects throughout the City that are eligible for reimbursement from MDOT-SHA; and

WHEREAS, the City has received a reimbursement from MDOT-SHA in the sum of \$176,659.02; and

WHEREAS, the Department of Infrastructure and Development seeks to reimburse the operating account from which the original appropriation was budgeted in order to continue the Citywide Paving and Concrete Programs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City's Fiscal Year 2020 budget is hereby amended as follows:

1. Increase the Current Year Surplus by \$176,659.02
2. Increase the Citywide Street Maintenance (31000-534318) budget by \$176,659.02

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 the 12<sup>th</sup> day of August 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:

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

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

APPROVED BY ME THIS:

\_\_\_\_\_ day of \_\_\_\_\_ 2019

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

Ordinance No. 2554

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3 AN ORDINANCE OF THE COUNCIL (THE “COUNCIL”) OF THE CITY OF SALISBURY TO  
4 AUTHORIZE AND EMPOWER CITY OF SALISBURY (THE “CITY”) TO ISSUE AND SELL  
5 FROM TIME TO TIME, UPON ITS FULL FAITH AND CREDIT, ONE OR MORE SERIES OF  
6 (1)(A) GENERAL OBLIGATION BONDS AND (B) GENERAL OBLIGATION BOND  
7 ANTICIPATION NOTES, EACH IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT  
8 NOT TO EXCEED TWELVE MILLION FOUR HUNDRED EIGHTY-TWO THOUSAND NINE  
9 HUNDRED SEVENTY-SEVEN DOLLARS (\$12,482,977), AND (2) GENERAL OBLIGATION  
10 REFUNDING BONDS, SUBJECT TO THE LIMITATIONS PROVIDED FOR HEREIN, THE  
11 PROCEEDS OF THE SALE THEREOF TO BE USED AND APPLIED FOR THE PUBLIC  
12 PURPOSE OF FINANCING, REIMBURSING OR REFINANCING COSTS OF THE PUBLIC  
13 PURPOSE PROJECTS IDENTIFIED HEREIN AS ROOF REPLACEMENT FIRE STATION 1,  
14 WATER CHILLER & HEATING AND AIR CONDITIONING, MAIN STREET MASTER PLAN,  
15 BICYCLE MASTER PLAN IMPLEMENTATION, URBAN GREENWAY IMPLEMENTATION,  
16 WAYFINDING AND SIGNAGE, BRIDGE MAINTENANCE AND REPLACEMENT, STREET  
17 SCAPING, ZOO ADMIN OFFICE SPACE, FIELD OPERATIONS FACILITY PLAN – PHASE 2,  
18 FIELD OPERATIONS FACILITY PLAN - PHASE 3, MILL STREET BRIDGE  
19 REHABILITATION, NAYLOR MILL ROAD BRIDGE REPLACEMENT, BICYCLE MASTER  
20 PLAN IMPROVEMENTS, URBAN GREENWAY IMPROVEMENTS, STREET SCAPING,  
21 BUILDING LIGHTING AND CONTROLS (ECM 1), MECHANICAL (ECM 2), BUILDING  
22 MANAGEMENT SYSYSTEMS (ECM 3), BUILDING ENVELOPE IMPROVEMENT (ECM 4),  
23 GARAGE (BEARING PAD REPLACEMENT), PARKING GARAGE STRUCTURAL REPAIRS,  
24 AND PHONE SYSTEM FIRE DEPARTMENT; SPECIFYING THE MAXIMUM ORIGINAL  
25 AGGREGATE PRINCIPAL AMOUNT OF THE BONDS OR BOND ANTICIPATION NOTES  
26 PROVIDED FOR HEREIN TO BE ALLOCATED TO EACH SUCH PROJECT, SUBJECT TO  
27 REALLOCATION BY THE CITY IN ACCORDANCE WITH APPLICABLE BUDGETARY  
28 PROCEDURES OR LAW; PROVIDING THAT THE COUNCIL BY RESOLUTION SHALL  
29 DETERMINE, APPROVE OR PROVIDE FOR VARIOUS MATTERS RELATING TO THE  
30 AUTHORIZATION, SALE, SECURITY, ISSUANCE, DELIVERY, PAYMENT AND  
31 PREPAYMENT OR REDEMPTION OF AND FOR EACH SERIES OF THE BONDS, THE BOND  
32 ANTICIPATION NOTES AND THE REFUNDING BONDS (EACH A “SERIES OF THE  
33 OBLIGATIONS” OR THE “OBLIGATIONS”); PROVIDING FOR THE IMPOSITION OF AD  
34 VALOREM TAXES SUFFICIENT FOR, AND PLEDGING THE FULL FAITH AND CREDIT  
35 AND UNLIMITED TAXING POWER OF THE CITY TO, THE PAYMENT OF THE PRINCIPAL  
36 OF AND INTEREST ON EACH SERIES OF THE OBLIGATIONS; PROVIDING THAT THE  
37 PRINCIPAL OF AND INTEREST ON EACH SERIES OF THE OBLIGATIONS ALSO MAY BE  
38 PAID FROM ANY OTHER SOURCES OF REVENUE LAWFULLY AVAILABLE TO THE  
39 CITY FOR SUCH PURPOSE; PROVIDING THAT CERTAIN ACTIONS MAY BE TAKEN OR  
40 PROVIDED FOR BY RESOLUTION IN CONNECTION WITH THE REISSUANCE OR  
41 MODIFICATION OF ANY OF THE OBLIGATIONS; PROVIDING THAT ANY OF THE

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42 OBLIGATIONS MAY BE CONSOLIDATED WITH OTHER OBLIGATIONS OF THE CITY  
43 AND ISSUED AS A SINGLE SERIES OF BONDS, BOND ANTICIPATION NOTES AND/OR  
44 REFUNDING BONDS; AUTHORIZING, DIRECTING AND EMPOWERING OFFICIALS AND  
45 EMPLOYEES OF THE CITY TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE  
46 OBLIGATIONS; PROVIDING THAT THIS TITLE SHALL BE DEEMED A STATEMENT OF  
47 THE SUBSTANCE OF THIS ORDINANCE FOR ALL PURPOSES; PROVIDING THAT THE  
48 PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND  
49 OTHERWISE GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND  
50 PAYMENT OF AND FOR THE OBLIGATIONS.

51

52

RECITALS

53

54 WHEREAS, City of Salisbury, a municipal corporation of the State of Maryland and a  
55 municipality within the meaning of the Enabling Act, the Bond Anticipation Note Act and the  
56 Refunding Act identified below (the “City”), is authorized and empowered by Sections 19-301  
57 through 19-309 of the Local Government Article of the Annotated Code of Maryland, as replaced,  
58 supplemented or amended (the “Enabling Act”), and Sections SC7-45 and SC7-46 of the Charter of  
59 the City of Salisbury, as replaced, supplemented or amended (the “Charter”), to borrow money for  
60 any proper public purpose and to evidence such borrowing by the issuance and sale of its general  
61 obligation bonds; and

62

63 WHEREAS, the City has determined to undertake the public purpose projects identified in  
64 Section 3 of this Ordinance; and

65

66 WHEREAS, the City has determined to authorize the issuance and sale from time to time of  
67 one or more series of its general obligation bonds in order to finance, reimburse or refinance all or a  
68 portion of the costs of any of the public purpose projects identified in Section 3 of this Ordinance; and

69

70 WHEREAS, prior to issuing one or more series of the general obligation bonds authorized  
71 hereby, the City may need to obtain interim financing in order to finance or reimburse applicable  
72 project costs on a timely basis through the issuance and sale from time to time of general obligation  
73 bond anticipation notes in one or more series pursuant to the authority of Sections 19-211 through 19-  
74 223 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented  
75 or amended (the “Bond Anticipation Note Act”); and

76

77 WHEREAS, subsequent to the issuance of any general obligation bonds provided for herein,  
78 the City may desire to currently refund or advance refund all or a portion of such bonds through the  
79 issuance and sale from time to time of one or more series of its general obligation refunding bonds  
80 pursuant to the authority of Section 19-207 of the Local Government Article of the Annotated Code  
81 of Maryland, as replaced, supplemented or amended (the “Refunding Act”); and

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83 WHEREAS, the City has determined to pledge its full faith and credit and unlimited taxing  
84 power to the prompt payment of debt service on any general obligation bonds, bond anticipation notes  
85 or refunding bonds authorized hereby; and  
86

87 WHEREAS, the City shall issue any general obligation bonds, bond anticipation notes or  
88 refunding bonds authorized hereby in accordance with the terms and conditions provided for in a  
89 resolution or resolutions to be adopted by the Council of the City (the “Council”) pursuant to the  
90 authority of the Enabling Act, the Bond Anticipation Note Act, the Refunding Act, Sections SC7-45  
91 and SC7-46 of the Charter and this Ordinance, as applicable.  
92

93 SECTION 1. NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE  
94 CITY OF SALISBURY, MARYLAND that:  
95

96 (a) The Recitals to this Ordinance are deemed a substantive part of this Ordinance and  
97 incorporated by reference herein. Capitalized terms used in the Sections of this Ordinance and not  
98 defined herein shall have the meanings given to such terms in the Recitals.

99 (b) References in this Ordinance to any official by title shall be deemed to refer (i) to any  
100 official authorized under the Charter, the code of ordinances of the City (the “City Code”) or other  
101 applicable law or authority to act in such titled official’s stead during the absence or disability of such  
102 titled official, (ii) to any person who has been elected, appointed or designated to fill such position in  
103 an acting or interim capacity under the Charter, the City Code or other applicable law or authority,  
104 (iii) to any person who serves in a “deputy”, “associate” or “assistant” capacity as such an official,  
105 provided that the applicable responsibilities, rights or duties referred to herein have been delegated to  
106 such deputy, associate or assistant in accordance with the Charter, the City Code or other applicable  
107 law or authority, and/or (iv) to the extent an identified official commonly uses another title not  
108 provided for in the Charter or the City Code, the official, however known, who is charged under the  
109 Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights  
110 or duties referred to herein.

111 (c) References in this Ordinance to the “principal amount” of any of the Bonds, the BANs,  
112 the Refunding Bonds or the Obligations (each as defined herein) shall be construed to mean the par  
113 amount of such Bonds, BANs, Refunding Bonds or Obligations, as applicable.

114 SECTION 2. BE IT FURTHER ORDAINED that pursuant to the authority of the Enabling  
115 Act, Sections SC7-45 and SC7-46 of the Charter and any other applicable law, the City hereby  
116 determines to borrow money and incur indebtedness from time to time for the public purpose of  
117 financing, reimbursing or refinancing costs (as defined in Section 3(b) hereof) of any of the Projects  
118 identified in Section 3(b) hereof.  
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SECTION 3. BE IT FURTHER ORDAINED that:

(a) To evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the City, acting pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter and any other applicable law, hereby determines to authorize the issuance and sale from time to time, in one or more series, upon its full faith and credit, of its general obligation bonds in an original aggregate principal amount not to exceed Twelve Million Four Hundred Eighty-Two Thousand Nine Hundred Seventy-Seven Dollars (\$12,482,977) (each, a “series of the Bonds” and, collectively, the “Bonds”). Any series of the Bonds may be issued as one or more bonds and any such bond may be issued in installment form and/or draw-down form.

(b) With respect to the projects listed below, the word “costs” as used in Section 2 hereof shall include, as applicable, costs of the following activities and expenses: land and right-of-way acquisition and development; acquisition of other property rights; site and utility improvements, including, without limitation, grading, landscaping, paving, sidewalk, curb, gutter, storm water, water and sewer improvements, and related or similar activities and expenses; demolition, razing and removal; acquisition, construction, expansion, reconstruction, replacement, renovation, rehabilitation, improvement, installation, furnishing and equipping activities and expenses, and related or similar activities and expenses; planning, design, engineering, architectural, feasibility, surveying, document development, bidding, permitting, inspection, construction management, financial, administrative and legal expenses, and related or similar activities and expenses; contingencies; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); interest during construction and for a reasonable period thereafter (whether or not expressly so stated); and any such costs that may represent the City’s share or contribution to the financing, reimbursement or refinancing of any such project (collectively, “Costs of the Projects”). The maximum original aggregate principal amount of the Bonds (or the BANs, as identified in Section 6 hereof) to be appropriated or applied to the Costs of the Projects (exclusive of any premium realized upon sale or investment earnings that may be applied for such purposes) shall be allocated among the following public purpose projects in the maximum principal amount set forth opposite each, except as otherwise herein provided:

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	<u>Project Name</u>	<u>Maximum Principal Amount</u>
1.	Roof Replacement Fire Station 1 <sup>1</sup>	\$ 50,000
2.	Water Chiller & Heating and Air Conditioning <sup>1</sup>	300,000
3.	Main Street Master Plan <sup>1</sup>	6,740,000
4.	Bicycle Master Plan Implementation <sup>1</sup>	550,000
5.	Urban Greenway Implementation <sup>1</sup>	775,000
6.	Wayfinding and Signage <sup>1</sup>	50,000
7.	Bridge Maintenance and Replacement <sup>1</sup>	162,000
8.	Street Scaping <sup>1</sup>	206,000
9.	Zoo Admin Office Space <sup>2</sup>	100,000
10.	Field Operations Facility Plan – Phase 2 <sup>2</sup>	200,000
11.	Field Operations Facility Plan – Phase 3 <sup>2</sup>	125,000
12.	Mill Street Bridge Rehabilitation <sup>2</sup>	45,000
13.	Naylor Mill Road Bridge Replacement <sup>2</sup>	70,000
14.	Bicycle Master Plan Improvements <sup>2</sup>	300,000
15.	Urban Greenway Improvements <sup>2</sup>	200,000
16.	Street Scaping <sup>2</sup>	200,000
17.	Building Lighting and Controls (ECM 1) <sup>3</sup>	711,426
18.	Mechanical (ECM 2) <sup>3</sup>	387,403
19.	Building Management Systems (ECM 3) <sup>3</sup>	183,237
20.	Building Envelope Improvement (ECM 4) <sup>3</sup>	105,911
21.	Garage (Bearing Pad Replacement) <sup>1</sup>	400,000
22.	Parking Garage Structural Repairs <sup>2</sup>	592,000
23.	Phone System Fire Department	30,000
	TOTAL	<u>\$12,482,977</u>

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154 <sup>1</sup> Project was approved for bond funding in the fiscal year 2019 budget ordinance (Ordinance No.  
155 2482).

156 <sup>2</sup> Project was approved for bond funding in the fiscal year 2020 budget ordinance (Ordinance No.  
157 2539).

158 <sup>3</sup> Projects were approved for bond funding by Ordinance No. 2521. Projects are further broken down  
159 by project components on Schedule B to Ordinance No. 2521.

160

161 The projects identified in items 1-23 above are collectively referred to herein as the “Projects”. The  
162 Projects described in items 1-23 above are identified by approximately the same names as such  
163 Projects are identified in City budget or other materials. The City, without notice to or the consent of  
164 any registered owners of the Bonds (or the registered owners of any of the BANs, as applicable), may

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165 reallocate the maximum principal amount of the Bonds (and of any of the BANs, as applicable)  
166 (exclusive of any premium realized upon sale or investment earnings that may be applied for such  
167 purposes) to be spent on Costs of the Projects among any of the Projects (including, without limitation,  
168 the components of the Projects approved by Ordinance No. 2521) in compliance with applicable  
169 budgetary procedures or applicable law, including, to the extent applicable, by resolution. Further, it  
170 is the intention of the Council that proceeds of the Bonds (or of any of the BANs, as applicable) may  
171 be spent on any applicable Costs of the Projects, notwithstanding the descriptive names used for the  
172 Projects in the table above, including, without limitation, costs related to changes in the scopes of  
173 and/or names of the Projects effected through applicable budgetary procedures or applicable law.  
174

175 (c) In the event the City issues any series of the BANs pursuant to Section 6 of this  
176 Ordinance, proceeds of the Bonds of any series in anticipation of which such BANs were issued may  
177 also be applied to prepay or pay principal, premium and/or interest on such series of the BANs in  
178 accordance with the provisions of the Bond Anticipation Note Act, and such application shall be  
179 deemed the payment of Costs of the Projects for purposes of this Ordinance.  
180

181 SECTION 4. BE IT FURTHER ORDAINED that the proceeds of the Bonds shall be used  
182 and applied by the City exclusively and solely for the public purposes described in Section 3 of this  
183 Ordinance, unless a supplemental ordinance is enacted by the Council to provide for the use and  
184 application of such proceeds for some other proper public purpose authorized by the Enabling Act,  
185 the Charter or other applicable law; provided that, no such supplemental ordinance shall be required  
186 if changes in the scope of or name of any Project are otherwise made as contemplated in Section  
187 3(b) of this Ordinance.  
188

189 SECTION 5. BE IT FURTHER ORDAINED that pursuant to the authority of the Enabling  
190 Act, Sections SC7-45 and SC7-46 of the Charter, this Ordinance and any other applicable law, the  
191 Council, prior to the issuance, sale and delivery of each series of the Bonds, shall adopt a resolution  
192 or resolutions specifying, prescribing, determining, providing for or approving such matters, details,  
193 forms (including, without limitation, the form of the Bonds of such series), documents or procedures  
194 as may be required by the Enabling Act, Sections SC7-45 and SC7-46 of the Charter or this Ordinance  
195 or as the Council may deem appropriate for the authorization, sale, security, issuance, delivery,  
196 payment, prepayment or redemption of or for such series of the Bonds, subject to the limitations of  
197 any applicable law. Any such resolution may, subject to the limitations of any applicable law, set  
198 forth, determine or provide for the determination of, provide for, or approve or provide for the  
199 approval of, among other matters, as applicable, the designation of such series of the Bonds; the date  
200 of issue of such series of the Bonds; the original aggregate principal amount of such series of the  
201 Bonds; the denomination or denominations of such series of the Bonds; the maturity or maturities of  
202 such series of the Bonds, or the method of determining such maturity or maturities; the principal  
203 installment or installments (including, without limitation, serial maturities and/or mandatory sinking  
204 fund installments) payable on such series of the Bonds or the method of determining such principal  
205 installments; the rate or rates of interest, or the method of determining the rate or rates of interest,  
206 payable on such series of the Bonds, which may be fixed or variable; provisions for the payment of

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207 late fees, additional interest and/or penalties payable with respect to such series of the Bonds and/or  
208 adjustments to interest rates; the purchase price for such series of the Bonds (which may be at, above  
209 or below par value) or the method of determining the purchase price; provisions relating to the  
210 prepayment or redemption of such series of the Bonds at the City's option or by mandatory sinking  
211 fund payments; provisions allowing the registered owners of such series of the Bonds to put or cause  
212 the prepayment or redemption of the same at their option; the manner of selling such series of the  
213 Bonds, which may be by private (negotiated) sale without advertisement or solicitation of competitive  
214 bids (including in a negotiated underwriting or by direct purchase) or at public sale after publication  
215 or dissemination of the notice of sale (in any manner permitted by applicable law), and all matters in  
216 connection therewith, including any forms of documents, certificates, instruments or notices  
217 authorized or required by applicable law; any limitations on the Costs of the Projects on which the  
218 proceeds of such series of the Bonds may be expended and provisions for the appropriation, disposal  
219 and investment of such proceeds; provisions for the application of unexpended proceeds, any  
220 premium paid upon sale and/or investment earnings on proceeds of such series of the Bonds, which  
221 may include, without limitation, on Costs of the Projects or on debt service payable on such series of  
222 the Bonds, to the extent permitted by applicable law; the selection of any bond registrar, paying agent,  
223 investment bidding agent or other appropriate service providers in connection with such series of the  
224 Bonds; certifications, representations, determinations, designations or elections relating to the tax-  
225 exempt or taxable status of interest payable on such series of the Bonds; and all other terms and  
226 conditions pursuant to which such series of the Bonds will be issued, sold and delivered, including,  
227 without limitation, any other determinations to be made by resolution as required by Charter Section  
228 SC7-46.A. Among other matters, the Council by resolution may authorize, approve or otherwise  
229 provide for (i) payment of any commitment fee or similar fee and any other costs (including other  
230 parties' legal costs) payable in connection with any series of the Bonds, (ii) the obtaining of credit  
231 enhancement or liquidity enhancement for any series of the Bonds (and the negotiation, approval,  
232 execution and delivery of any agreements or documents relating thereto), and (iii) any other  
233 agreements, documents, instruments or determinations necessary or desirable to enhance the  
234 marketability of or as security for any series of the Bonds, including, without limitation, any ratings,  
235 any official statement or similar disclosure document or any continuing disclosure undertaking  
236 required to satisfy the requirements of Securities and Exchange Commission Rule 15c2-12.  
237 References in this Section 5 to providing for determinations by resolution shall be construed to permit  
238 the Council to delegate to one or more officials the authority to make or provide on behalf of the City  
239 any of the determinations, approvals or other decisions contemplated by this Section 5. Any  
240 resolution may specify, prescribe, determine or provide for the determination of, provide for, or  
241 approve or provide for the approval of, the matters identified in this Section 5 for more than one series  
242 of the Bonds.

243  
244 SECTION 6. BE IT FURTHER ORDAINED that:

245 (a) Pursuant to the authority of the Bond Anticipation Note Act, Sections SC7-45 and  
246 SC7-46 of the Charter and any other applicable law, the City is hereby authorized and empowered  
247 to issue and sell, upon its full faith and credit, its general obligation bond anticipation notes in one or

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248 more series from time to time in an original aggregate principal amount not to exceed Twelve  
249 Million Four Hundred Eighty-Two Thousand Nine Hundred Seventy-Seven Dollars (\$12,482,977)  
250 (each, a “series of the BANs” and, collectively, the “BANs”), prior to and in anticipation of the sale  
251 of any series of the Bonds, for the public purpose of financing or reimbursing Costs of the Projects  
252 on an interim basis. Any such series of the BANs may consist of one or more notes and any note may  
253 be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of each  
254 series of the BANs, the Council shall adopt a resolution or resolutions pursuant to the authority of the  
255 Bond Anticipation Note Act, Sections SC7-45 and SC7-46 of the Charter, any other applicable law  
256 and this Ordinance authorizing such series of the BANs and specifying, prescribing, determining or  
257 providing for the determination of, providing for, or approving or providing for the approval of, with  
258 respect to such series of the BANs, the same types of matters, details, forms, documents, procedures  
259 or determinations detailed in Section 5 hereof that may be made or addressed with respect to any  
260 series of the Bonds, to the extent applicable with respect to such series of the BANs, and as otherwise  
261 may be authorized or required by applicable law. By resolution the Council may delegate to one or  
262 more City officials the authority to make any final determinations, approvals or decisions with respect  
263 to any series of the BANs. Any resolution may specify, prescribe, determine or provide for the  
264 determination of, provide for, or approve or provide for the approval of, the details required or  
265 authorized by this Section 6 for more than one series of the BANs.

266 (b) The City hereby covenants (i) to pay from the proceeds of one or more series of the  
267 Bonds the principal of any series of the BANs actually issued, (ii) to the extent that interest on any  
268 series of the BANs is not paid from proceeds of such BANs, to pay the interest on such series of the  
269 BANs from the proceeds of one or more series of the Bonds, and (iii) to issue the applicable series of  
270 the Bonds as soon as there is no longer a reason for deferring its issuance. This covenant shall not be  
271 construed to prevent the City from paying principal of and/or interest on any series of the BANs from  
272 sources of funds other than proceeds of the Bonds, to the extent such other proceeds are available for  
273 such purpose.

274 (c) As authorized by the Bond Anticipation Note Act, by resolution the Council may  
275 provide for the renewal of any series of the BANs at maturity with or without resale, together with  
276 any amendments or modifications to or replacements of such series of the BANs and any related  
277 documentation.

278 SECTION 7. BE IT FURTHER ORDAINED that pursuant to the authority of the Enabling  
279 Act, the Refunding Act, the Charter and any other applicable law, the City is hereby authorized  
280 and empowered to issue and sell, upon its full faith and credit, its general obligation refunding  
281 bonds in one or more series from time to time (each, a “series of the Refunding Bonds” and,  
282 collectively, the “Refunding Bonds”), for the purpose of currently refunding or advance refunding  
283 in whole or in part any of the Bonds then outstanding, including paying all or any portion of the  
284 following: outstanding principal, prepayment or redemption premium, and/or interest accrued or  
285 to accrue to the date or dates of prepayment, redemption, purchase or maturity of the Bonds to be  
286 refunded, paying costs and expenses in connection with the issuance, sale and delivery of such

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287 series of the Refunding Bonds, and, to the extent determined by the Council by resolution, paying  
288 interest on such series of the Refunding Bonds, for the public purpose of (A) realizing savings to  
289 the City in the total cost of debt service on a direct comparison or present value basis, or (B) debt  
290 restructuring that reduces the total cost of debt service or is determined by the Council to be in the  
291 best interests of the City, to be consistent with the City’s long-term financial plan, and to realize a  
292 financial objective of the City, including improving the relationship of debt service to any source of  
293 payment such as taxes, assessments or other charges, or for any other purpose then authorized by the  
294 Refunding Act or other applicable law; provided that, the original aggregate principal amount of  
295 any series of the Refunding Bonds shall not exceed one hundred thirty percent (130%) of the  
296 aggregate principal amount of the Bonds refunded therefrom. Any such series of the Refunding  
297 Bonds may consist of one or more bonds and any bond may be issued in installment form and/or  
298 draw-down form. Prior to the sale, issuance and delivery of each series of the Refunding Bonds,  
299 the Council shall adopt a resolution or resolutions authorizing such series of the Refunding Bonds  
300 and specifying, prescribing, determining or providing for the determination of, providing for, or  
301 approving or providing for the approval of, with respect to such series of the Refunding Bonds,  
302 the same types of matters, details, forms, documents, procedures and determinations detailed in  
303 Section 5 hereof that may be made or addressed with respect to any series of the Bonds, to the  
304 extent applicable to such series of the Refunding Bonds, and as otherwise may be authorized or  
305 required by applicable law, including, without limitation, the purposes of the Refunding Act to be  
306 achieved by the issuance of such series of the Refunding Bonds, the selection of any escrow agent  
307 or verification consultant, the selection of any escrow bidding agent, the determination of the  
308 Bonds to be refunded in whole or in part from such series of the Refunding Bonds, and any  
309 agreements, documents or other instruments necessary or desirable in connection with the  
310 refunding. By resolution the Council may delegate to one or more City officials the authority to  
311 make any final determinations, approvals or decisions with respect to any series of the Refunding  
312 Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, provide  
313 for, or approve or provide for the approval of, the details required or authorized by this Section 7 for  
314 more than one series of the Refunding Bonds.

315 SECTION 8. BE IT FURTHER ORDAINED that:

316 (a) The full faith and credit and unlimited taxing power of the City are hereby pledged  
317 to the payment of the principal of and interest on each series of the Bonds, the BANs or the  
318 Refunding Bonds, as applicable (each, a “series of the Obligations” and, collectively, the  
319 “Obligations”), when due and to the imposition of the taxes hereinbelow described as and when  
320 such taxes may become necessary in order to provide sufficient funds to meet the debt service  
321 requirements of each series of the Obligations. Subject to the further provisions of this Section 8,  
322 the City hereby covenants with the registered owners of the Obligations of each series to impose  
323 ad valorem taxes on all real and tangible personal property in the City that is subject to assessment  
324 for unlimited municipal taxation at a rate and in an amount sufficient to pay the principal of and  
325 the interest on the Obligations in each fiscal year in which any of the Obligations are outstanding  
326 and to take any further action that may be lawfully appropriate from time to time during the period

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327 that the Obligations of such series remain outstanding and unpaid to provide the funds necessary  
328 to pay promptly the principal thereof and the interest due thereon. If the proceeds from the taxes  
329 so imposed in any such fiscal year are inadequate for such payment, additional taxes shall be  
330 imposed in the succeeding fiscal year to make up such deficiency.

331 (b) The foregoing provisions shall not be construed so as to prohibit the City from  
332 paying the principal of and interest on the Obligations of any series from the proceeds of the sale  
333 of any other obligations of the City or from any other funds legally available for that purpose  
334 (including, without limitation, with respect to any BANs, from the proceeds of any Bonds and,  
335 with respect to any Bonds, from the proceeds of any Refunding Bonds). Within the limitations of  
336 any applicable Maryland or federal law (including, without limitation, the Internal Revenue Code  
337 of 1986, as amended, and the regulations issued thereunder), the City may apply to the payment  
338 of the principal of or interest on the Obligations of any series any funds received by it from the  
339 State of Maryland or the United States of America, or any governmental agency or instrumentality,  
340 or from any other source, if the funds are granted or paid to the City for the purpose of assisting  
341 the City in accomplishing the components of Costs of the Projects which the Obligations of such  
342 series are issued to finance, reimburse or refinance or are otherwise available for such purpose,  
343 and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby  
344 required to be imposed may be reduced proportionately. Pursuant to the authority of Section SC7-  
345 46.A. of the Charter, by resolution the Council may provide that all or a portion of the debt service on  
346 the allocable portion of any series of the Obligations shall be payable in the first instance from  
347 specified revenues or other moneys identified in such resolution, to the extent available for such  
348 purpose.

349  
350 SECTION 9. BE IT FURTHER ORDAINED that by resolution, the Council may make any  
351 appropriate arrangements (including, without limitation, by authorizing one or more appropriate  
352 officials to make any elections, designations, determinations or filings on the City's behalf) in the  
353 event any right of the registered owner of an Obligation to put or cause the prepayment or redemption  
354 of such Obligation at its option, or any change in the interest rate of an Obligation, or any other  
355 modification to an Obligation could lead to a reissuance of such Obligation for purposes of the Internal  
356 Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

357  
358 SECTION 10. BE IT FURTHER ORDAINED that by resolution, the Council may determine  
359 that any of the Bonds, the BANs or the Refunding Bonds may be consolidated with any bonds, bond  
360 anticipation notes and/or refunding bonds authorized by the Council and issued as a single series of  
361 bonds, bond anticipation notes and/or refunding bonds, as applicable.

362  
363 SECTION 11. BE IT FURTHER ORDAINED that by resolution the Council may make or  
364 authorize any modifications to (i) any series of the Obligations once issued, and (ii) any related  
365 documentation, certificates or instruments, unless under applicable law the proposed modifications  
366 require action by ordinance in addition to or in place of a resolution.

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368            SECTION 12. BE IT FURTHER ORDAINED that the following City officials: the Mayor,  
369 the City Administrator, the Director of Finance, the City Clerk and all other appropriate officials and  
370 employees of the City are hereby authorized, empowered and directed to (i) take any and all action  
371 necessary to complete and close the sale, issuance and delivery of the Bonds, the BANs and the  
372 Refunding Bonds, (ii) negotiate, approve, execute and deliver all documents, certificates and  
373 instruments necessary or appropriate in connection with any such sale, issuance and delivery, and (iii)  
374 carry out the transactions contemplated by this Ordinance, any resolution adopted in furtherance of  
375 this Ordinance, and any documents, certificates or instruments executed and delivered in connection  
376 with any series of the Obligations.

377  
378            SECTION 13. BE IT FURTHER ORDAINED that the title of this Ordinance shall be deemed  
379 to be, and is, a statement of the substance of this Ordinance for publication and all other purposes.

380  
381            SECTION 14. BE IT FURTHER ORDAINED that the provisions of this Ordinance shall be  
382 liberally construed in order to effectuate the transactions contemplated by this Ordinance.

383  
384            SECTION 15. BE IT FURTHER ORDAINED that this Ordinance shall become effective  
385 following approval by the Mayor or subsequent passage by the Council in accordance with the  
386 provisions of Section SC2-12 of the Charter. Pursuant to Section SC2-16 of the Charter, this  
387 Ordinance shall not be subject to petition for referendum.

388  
389 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury  
390 held on the 12<sup>th</sup> day of August, 2019, and thereafter, a statement of the substance of this Ordinance  
391 having been posted or published as required by law, was finally passed by the Council \_\_\_\_\_  
392 [as introduced] \_\_\_\_\_ [as amended] [CHECK APPLICABLE LINE] on the 26<sup>th</sup> day of  
393 August, 2019.

394  
395 ATTEST:

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

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

400  
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402  
403 APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019:

404  
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407 \_\_\_\_\_  
408 Jacob R. Day, Mayor

#209878;58111.041

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

ORDINANCE NO. 2555

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE GOVERNOR'S OFFICE OF CRIME CONTROL AND PREVENTION FOR THE PURPOSE OF ACCEPTING MARYLAND CRIMINAL INTELLIGENCE NETWORK (MCIN) GRANT FUNDS IN THE AMOUNT OF \$369,924 AND APPROVING AN AMENDMENT TO THE FY 2020 GRANT FUND BUDGET TO APPROPRIATE FUNDS FOR THE SALISBURY FY20 MCIN PROGRAM.

WHEREAS, the City of Salisbury applied for Maryland Criminal Intelligence Network (MCIN) program funds through the Governor's Office of Crime Control and Prevention (GOCCP); and

WHEREAS, the GOCCP has awarded the City MCIN funds in the amount of \$369,924; and

WHEREAS, the Federal share of the project cost is \$369,924, and the City's share of the project cost is \$30,000; and

WHEREAS, the City's share of the project cost (\$30,000) has been previously funded through the City's Grant Match Funds account; and

WHEREAS, the City of Salisbury must enter into a grant agreement with the GOCCP defining how these funds must be expended; and

WHEREAS, the City is sub-granting funds to the following law enforcement partner agencies in the amounts listed below under the category of Consulting Fees:

1) Wicomico County State's Attorney's Office	\$97,500
2) Wicomico County Sheriff's Department	\$53,457
3) Wicomico County Health Department	\$30,266
4) Maryland State Police Department	\$10,000
5) Fruitland Police Department	\$7,000
6) Delmar Police Department	\$4,000

for a total of \$202,223.00 to be sub-awarded; and

WHEREAS, the City is retaining \$156,002.00 for Salisbury Police Department overtime costs, salary and fringe costs for the MCIN Coordinator and the MCIN Data Scientist, as well as Travel (mileage) costs; and

WHEREAS, all funds shall be used to help reduce existing gaps in services and foster collaboration and cooperation among partner agencies and stakeholders; and

WHEREAS, the program will take the form of a state-wide network of criminal justice agencies focused on identifying, disrupting, and dismantling criminal networks through collaboration and comprehensive data sharing, both locally and statewide, with the ultimate goal of prosecuting more crimes under the Racketeering Influenced and Corrupt Organizations (RICO) Act; and

WHEREAS, § 7-29 of the Salisbury City Charter forbids the Mayor from entering into a contract that requires an expenditure not appropriated or authorized by the City Council; and

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the Council of the City of Salisbury, Maryland, hereby authorizes Mayor Jacob R. Day to enter into a grant agreement with the Governor’s Office of Crime Control and Prevention for acceptance of these funds.

BE IT FURTHER ORDAINED that the Council of the City of Salisbury, Maryland hereby authorizes Mayor Day to sub-award funds to the aforementioned law enforcement partner agencies for the purpose of expending these funds.

BE IT FURTHER ORDAINED that the City’s Grant Fund Budget be and hereby is amended as follows:

- 1) Increase MCIN Grant Revenue by \$369,924
- 2) Increase City – Grant Match Funds Revenue by \$30,000
- 3) Increase MCIN Expenditure by \$399,924

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 12<sup>th</sup> day of August 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 26<sup>th</sup> day of August, 2019.

**ATTEST:**

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

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

APPROVED BY ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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3 **ORDINANCE NO. 2556**

4 AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND THE MUNICIPAL  
5 CODE, TITLE 5-BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.04-  
6 COMMERCIAL DISTRICT MANAGEMENT AUTHORITY; CHAPTER 5.32-TRANSIENT  
7 MERCHANTS AND MOBILE VENDORS; CHAPTER 5.44-PLAYS, CONCERTS AND  
8 CIRCUSES; AND CHAPTER 5.52-RESTAURANTS IN CONNECTION WITH ADDING  
9 CITY FIRE MARSHAL INSPECTION AND APPROVAL REQUIREMENTS TO ENSURE  
10 COMPLIANCE WITH THE CITY FIRE PREVENTION CODE.

11 WHEREAS, the ongoing application, administration and enforcement of the City of  
12 Salisbury Municipal Code demonstrates the need for periodic review, evaluation and  
13 amendment; and

14  
15 WHEREAS, the City of Salisbury desires to require all applications for an annual  
16 downtown business license to include a report of inspection and approval by the City Fire  
17 Marshal to ensure compliance with the City’s fire prevention code prior to issuance of a license;  
18 and

19  
20 WHEREAS, the City of Salisbury desires to require any mobile vendor engaged in the  
21 preparation and/or sale of food to include a report of inspection and approval by the City Fire  
22 Marshal to ensure compliance with the City’s fire prevention code prior to issuance of a license;  
23 and

24  
25 WHEREAS, the City of Salisbury desires to require any license application for a play,  
26 farce, interlude, show, opera, concert, circus, menagerie, or other public exhibition of any kind to  
27 include a report of inspection and approval by the City Fire Marshal to ensure compliance with  
28 the City’s fire prevention code prior to issuance of a license; and

29  
30 WHEREAS, the City of Salisbury desires to require any application for a restaurant  
31 license to include a report of inspection and approval by the City Fire Marshal of compliance  
32 with the City’s fire prevention code prior to issuance of a license; and

33  
34 WHEREAS, the City of Salisbury has adopted the State Fire Prevention Code with  
35 certain local amendments.

36  
37 NOW, THEREFORE, be it enacted and ordained by the City of Salisbury, that Title 5-  
38 Business Licenses and Regulations of the City of Salisbury Municipal Code is hereby amended  
39 as follows:

40  
41 Chapter 5.04 - COMMERCIAL DISTRICT MANAGEMENT AUTHORITY

42  
43 5.04.040 - Downtown business district license.

- 44  
45 A. No person shall operate any business establishment within the downtown business  
46 district without obtaining an annual license, to be known as the "downtown business  
47 district license," from the ~~treasurer~~ *Director of Finance* of the city. The operator of any  
48 exempt establishment shall not be required to obtain a business district license and shall  
49 not be eligible to use the management services provided by the business association for

50 the district. To the extent that the central Salisbury revitalization district includes within  
51 its boundaries a public market owned by the city, ~~any~~ and business operated by any  
52 merchant in such market shall be included within the downtown business district and  
53 subject to this chapter.

- 54
- 55 B. The fee for the downtown business district license shall be as set forth in Exhibit B,  
56 Section 5.04.160.
- 57
- 58 C. The business association shall certify to the ~~treasurer~~ Director of Finance on a yearly  
59 basis the following:
- 60
- 61 1. The name, business address and mailing address of the person(s) responsible for  
62 payment of the downtown business district license fee for each business  
63 establishment;
  - 64 2. The fee due from each business establishment, other than an exempt  
65 establishment.
- 66
- 67 D. The downtown business district license fee shall be in two categories: category one,  
68 pertaining to retailers; and category two, pertaining to professional service, rental and all  
69 nonretail establishments in the district. The rate for the 1988 calendar year shall be as set  
70 forth in Exhibit B, Section 5.04.160. There shall be no rate change for successive years  
71 unless the district, by a majority vote of the licensees therein, suggests a rate change,  
72 which shall be ratified by the mayor and city council by ordinance.
- 73
- 74 E. The ~~treasurer~~ Director of Finance shall collect the fee from the responsible person of  
75 each business establishment. The downtown business district license fee shall be due and  
76 payable on January 1st of each and every year, and the entire charge prescribed for the  
77 year shall be collected when the license is issued. The ~~treasurer~~ Director of Finance  
78 shall not collect the downtown business district license fee due and payable on January  
79 1, 1999, January 1, 2000, January 1, 2001, January 1, 2002 and January 1, 2003.
- 80
- 81 F. Subject to all applicable provisions of other ordinances of the city, statutes of Maryland  
82 and laws of the federal government, the downtown business district licenses shall be  
83 transferable, upon written notice to the ~~treasurer~~ Director of Finance, and renewable  
84 from year to year during the continuous operation of the business by the downtown  
85 business district licensee within the downtown business district and so long as such area  
86 continues to be designated as a commercial district.
- 87
- 88 G. In the event that any person commences business operations in the business district  
89 subsequent to January 1st in any year, the ~~treasurer~~ Director of Finance may prorate the  
90 amount of the fee due and payable based on the number of months of operation during  
91 the licensing year. There shall be no refund for any business that ceases operation during  
92 the licensing year.
- 93
- 94 H. Every establishment, subject to the provisions of this section, shall, upon application for  
95 an annual license, submit proof of an inspection and approval by the City Fire Marshal  
96 showing compliance with the City's fire prevention code prior to the issuance of a  
97 license under this chapter.
- 98

Chapter 5.32 – TRANSIENT MERCHANTS AND MOBILE VENDORS

5.32.080 - Investigation—Issuance of license—Determination of threat to health, safety and welfare.

A. The Business Development Director shall contact the city police and fire departments and may contact any other agency of the city government as he or she deems necessary in connection with any investigation under this chapter.

B. Unless after investigation the Business Development Director finds that the person making the application has not complied with this chapter, or the Business Development Director ~~or~~, chief of police, or chief of the fire department determines that the person being licensed as a mobile vendor or transient merchant may be a threat to the health, safety and welfare of the citizens of the city, he or she shall issue a license upon the posting of the bond as provided in Section 5.32.060. No license shall be issued to any holder of a license previously issued under this chapter within one year of a revocation of the previous license.

C. In determining the threat to health, safety and welfare, the Business Development Director shall consider the reputation of the person seeking the license, his or her criminal record, if any, and license history in this or other jurisdictions as reported to the Business Development Director by the police department, fire department, or any other department or agency of the city government. Emphasis in reaching a decision shall be given to any convictions for crimes of violence, sex offenses, violations of the gaming, narcotic and alcoholic beverage laws and fraud.

D. A mobile vendor engaged in the preparation and/or sale of food or other similar activity shall submit proof of an inspection and approval by the City Fire Marshal showing compliance with the City's fire prevention code prior to the issuance of a license under this chapter.

Chapter 5.44 - PLAYS, CONCERTS AND CIRCUSES

5.44.10 - License required—Fees.

A. Except as provided in Section 5.44.020, it is unlawful for any person within the corporate limits of the city to present any play, farce, interlude, show, opera, concert, circus, menagerie or other public exhibition of any kind whatsoever for gain, directly or indirectly, unless he shall first have obtained a license therefor from the city clerk.

B. The license fee required to be paid for a license under this section shall be as follows:

1. For every circus or feats of horsemanship performed under a covering of canvas or any other material temporarily erected for that purpose: seventy-five dollars (\$75.00) for each day;

2. For every other exhibition of any kind whatsoever: five dollars (\$5.00) for each day.

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5.44.020 - License required for halls presenting entertainment—Fees—Duration of license.

- A. It is unlawful for any person owning or renting a hall located within the corporate limits of the city, fitted up permanently for giving entertainments, as referred to in Section 5.44.010, for gain, to permit such hall to be used for such purpose without first obtaining a license therefor from the city clerk. A license fee of fifty dollars (\$50.00) per year shall be paid therefor. When any entertainment, as referred to in Section 5.44.010, is presented in any hall licensed under this section, the license required under Section 5.44.010 need not be obtained.
- B. Licenses issued under the provisions of this section shall expire on the last day of the year in which issued. All such licenses issued during any year shall be charged for on a pro rata basis from the date of issue until the end of the year in which issued.

5.44.030 – Safety requirements

No license, in accordance with this chapter, shall be issued prior to an inspection and approval by the City Fire Marshal showing compliance with the City fire prevention code.

Chapter 5.52 - RESTAURANTS

5.52.030 - Application for license—Contents.

- A. An application for a restaurant license under this chapter shall be made in writing on a form supplied by the city clerk. In such application, the applicant shall agree to conform to all provisions of this chapter and other ordinances of the city and the rules and regulations governing restaurants, to permit such examinations and inspections as may be deemed necessary by the health officer or assistant health officer and to the revocation of the restaurant license at any time for failure to comply with the provisions of this chapter and other ordinances of the city and the rules and regulations governing restaurants.
- B. Any person requesting a restaurant license under this chapter shall complete and sign an application as provided for in subsection (A) of this section, which shall be filed with the city clerk.
- C. An application for a restaurant license under this chapter shall include a report of inspection and approval by the City Fire Marshal showing compliance with the City Fire Prevention Code.

Explanation:

\* ITALICIZED AND UNDERLINED PRINT INDICATES MATERIAL ADDED TO EXISTING LAW.

**Bolded and struck through print indicates material deleted from existing law.**

AND BE IT FURTHER ORDAINED AND ENACTED BY THE CITY OF SALISBURY, MARYLAND, THAT this ordinance shall take effect immediately upon adoption.

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THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 12<sup>th</sup> day of August 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:

\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

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

APPROVED BY ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 2019

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





**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.

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ORDINANCE NO. 2557

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.

48 ATTEST:

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50

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

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

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55 APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_ 2019.

56

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58

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

**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*



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

---

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.

1 **ORDINANCE NO. 2558**

2  
3 AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND CHAPTER 12.20  
4 CHESAPEAKE BAY CRITICAL AREA NATURAL RESOURCES PROGRAM, SECTIONS  
5 .010.A., .010.B., .010.C., .020.A., .110.A., .110.B., .120.B., .102.B.50., .120.B.92., .140.A.2.d.,  
6 .190.B., .260.C., .270.B., .280.A.1., .290.D., .300.A., .310.A., .320, .350.C.5., .410.B., .530 AND  
7 .530.E. OF THE SALISBURY MUNICIPAL CODE BY DELETING THE REFERENCES TO  
8 THE DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT AND  
9 REPLACING WITH THE DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT,  
10 CORRECTING REFERENCES TO COMAR AND BY ADDING ARTICLE XIX, SECTION  
11 .540 TO ADD A SECTION FOR FEES AND COSTS.

12  
13 WHEREAS, the Mayor and Council of the City of Salisbury re-organized the  
14 departmental structure of the City of Salisbury in 2017; and

15  
16 WHEREAS, the section of the Municipal Code dealing with the Chesapeake Bay Critical  
17 Area Natural Resources Program cannot be altered without the prior approval of the State; and

18  
19 WHEREAS, the Department of Planning, Zoning and Community Development was  
20 eliminated as part of the reorganization structure for the City of Salisbury; and

21  
22 WHEREAS, the responsibilities of this department for the planning and zoning are  
23 handled by the newly created Department of Infrastructure and Development; and

24  
25 WHEREAS, the State of Maryland has reorganized the Code of Maryland Regulations  
26 (COMAR) thereby making references to COMAR incorrect; and

27  
28 WHEREAS, the Mayor and Council of the City of Salisbury desire to correct the  
29 COMAR references within the City Code; and

30  
31 WHEREAS, Wicomico County currently administers the Critical Areas Natural  
32 Resources Program for Wicomico County and the City of Salisbury; and

33  
34 WHEREAS, the City of Salisbury desires that the Department of Infrastructure and  
35 Development administer the Critical Areas Natural Resources Program for areas located within  
36 the City corporate boundary.

37  
38 NOW, THEREFORE, be it enacted and ordained by the City of Salisbury, that Chapter  
39 12.20 of the City of Salisbury Municipal Code be amended as follows:

40  
41 Chapter 12.20 - Chesapeake Bay Critical Area Natural Resources Program  
42 Table of Contents

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

252

253

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

255

256

257

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

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