



## CITY OF SALISBURY CITY COUNCIL AGENDA

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**September 23, 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 – Associate Pastor Rev. Adam Shields of Providence Presbyterian Church
- 6:04 p.m. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA
- 6:05 p.m. PRESENTATIONS
- Recognition of Citizen for saving a life- presented by Mayor Jacob R. Day and Fire Chief John Tull
  - Proclamations
    - Fire Prevention Week- presented by Mayor Jacob R. Day and Fire Chief John Tull
    - Josh Copeland Day- presented by Mayor Jacob R. Day and Councilwoman April Jackson
  - Community Presentation- Walk to End Alzheimer’s presented by Carol Zimmerman, MAC Inc., Area Agency on Aging
- 6:30 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:31 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols
- **August 26, 2019 Council Meeting Minutes**
  - **September 3, 2019 Work Session Minutes**
  - **Resolution No. 2973-** to authorize the City Administrator and the Director of Procurement to act on behalf of the City in executing a contract for the supply of electricity
  - **Resolution No. 2976-** approving the appointment of Kala Farrare to the Youth Development Advisory Committee for term ending September 2022
- 6:35 p.m. AWARD OF BIDS – Procurement Director Jennifer Miller
- Award of Bid, ITB A-20-101 Automated Speed Enforcement System

6:45 p.m. **PUBLIC HEARING- Johnson Road-Dirk Widdowson Annexation** - presented by City Administrator Julia Glanz

- **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

6:55 p.m. RESOLUTIONS – presented by City Administrator Julia Glanz

- **Resolution No. 2974-** 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 “Timber Crest SBY, LLC-Schumaker Lane Annexation”
- **Resolution No. 2975-** approving the proposed annexation plan of land contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be known as “Timber Crest SBY, LLC-Schumaker Lane Annexation”

7:15 p.m. ORDINANCES – presented by City Attorney Mark Tilghman

- **Ordinance No. 2559-** 2<sup>nd</sup> reading- approving a budget amendment of the grant fund to appropriate funds to operate the Salisbury-Wicomico Firstcare Team (SWIFT)
- **Ordinance No. 2560-** 2<sup>nd</sup> reading- approving a budget amendment of the City’s Capital Project Fund budget and to accept donations and appropriate funds for a Bark Park
- **Ordinance No. 2561-** 1<sup>st</sup> reading- to appropriate the funds received from the recovery and recycling of scrap metal and the recovery of funds associated with a broken employment contract

7:25 p.m. PUBLIC COMMENTS

7:30 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 – OCTOBER 14, 2019**

- Resolution No. \_\_ - to amend Employee Handbook
- (2) Resolution Nos. - Atlantic Tractor Annexation and Atlantic Tractor Annexation Plan
- Ordinance No. 2561- 2<sup>nd</sup> reading- to appropriate the funds received from the recovery and recycling of scrap metal and the recovery of funds associated with a broken employment contract

1 **CITY OF SALISBURY, MARYLAND**

2  
3 **REGULAR MEETING**

**AUGUST 26, 2019**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 *Council President John “Jack” R. Heath*  
8 *Councilwoman Angela M. Blake*  
9 *Councilwoman April Jackson*

*Council Vice-President Muir Boda*  
*Councilman James Ireton, Jr.*

10  
11 **PUBLIC OFFICIALS NOT PRESENT**

12  
13 *Mayor Jacob R. Day*

14  
15  
16 **IN ATTENDANCE**

17  
18 *City Administrator Julia Glanz, Senior Buyer Michael Lowe, Department of Infrastructure and*  
19 *Development Director Amanda Pollack, Field Operations Assistant Director Bill Sterling,*  
20 *Finance Director Keith Cordrey, Fire Chief John Tull, City Clerk Kim Nichols, Associate*  
21 *Attorney Peter Golba, Delegate Carl Anderton, and interested citizens.*

22 \*\*\*\*\*

23 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

24  
25 *The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President*  
26 *John R. “Jack” Heath called the meeting to order and invited Rev. Christopher LaBarge of St.*  
27 *Francis de Sales Church to the podium to deliver the City Invocation, followed by the Pledge of*  
28 *Allegiance to the flag of the United States of America.*

29  
30  
31 **ADOPTION OF LEGISLATIVE AGENDA**

32  
33 *Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve the legislative*  
34 *agenda as presented.*

35  
36 **CONSENT AGENDA** – presented by City Clerk Kim Nichols

37  
38 *The Consent Agenda, consisting of the following items, was unanimously approved on a motion*  
39 *and seconded by Mr. Ireton and Ms. Jackson, respectively:*

- 40  
41
  - **August 12, 2019 Council Meeting Minutes**

42 **AWARD OF BIDS** – presented by Senior Buyer Michael Lowe

43  
44 *The Award of Bids, consisting of the following items, was unanimously approved on a motion by*  
45 *Mr. Ireton that was seconded by Ms. Blake.*

- 47 • *ITB 20-105 HV507 Dump Truck* \$122,108.00
- 48 • *Award of Bid, RFP 19-105 457(b) Plan Administration* \$26,767.00
- 49 • *\*multi-year award*
- 50 • *Award of Bid, RFP 19-101, Electronic Bill and Payment Processing* \$20,000.00 est.
- 51 • *\*multi-year award*

52

53 *Finance Director Keith Cordrey was asked to approach the podium to discuss the capabilities of the*

54 *new Electronic Bill and Payment Processing software.*

55

56 **RESOLUTIONS – presented by Deputy City Administrator Andy Kitzrow**

57

- 58 • **Resolution No. 2967-** *proposing the annexation to the City of Salisbury of a certain area of*
- 59 *land contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury*
- 60 *to be known as “Johnson Road-Dirk Widdowson Annexation” beginning for the same at a*
- 61 *point being South from a corner of the existing Corporate Limit of the City of Salisbury and*
- 62 *also being on the westerly line of and near the northwesterly corner of the lands of Dirk*
- 63 *Widdowson located at 927 Johnson Road continuing around the perimeter of the affected*
- 64 *property to the point of beginning*

65

66 *Mr. Boda moved, Ms. Blake seconded, and the vote was unanimous to approve Resolution*

67 *No. 2967.*

68

69 *Mr. Kitzrow stated the Public Hearing would be held on September 23, 2019 at 6:00 p.m.*

70

- 71 • **Resolution No. 2968-** *to adopt an annexation plan for a certain area of land contiguous to*
- 72 *and binding upon the southerly Corporate Limit of the City of Salisbury to be known as*
- 73 *“Johnson Road-Dirk Widdowson Annexation” beginning for the same at a point being*
- 74 *South from a corner of the existing Corporate Limit of the City of Salisbury and also being*
- 75 *on the westerly line of and near the northwesterly corner of the lands of Dirk Widdowson*
- 76 *located at 927 Johnson Road continuing around the perimeter of the affected property to the*
- 77 *point of beginning*

78

79 *Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous to approve*

80 *Resolution No. 2968.*

81

82 *Mr. Kitzrow stated the Public Hearing would be held on September 23, 2019 at 6:00 p.m.*

83 *and noted the exhibits in the packet marked A should have been marked B, and vice-versa.*

84

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

86

- 87 • **Ordinance No. 2552-** *2<sup>nd</sup> reading - approving an amendment of the FY2020 Budget to*
- 88 *appropriate a developer contribution for street lighting improvements*

89

90 *Mr. Boda moved, Mr. Ireton seconded, and the vote was 4-1 to approve Ordinance No. 2552*

91 *for second reading. President Heath voted “nay.”*

92

- 93 • **Ordinance No. 2553**- 2<sup>nd</sup> reading- approving an amendment of the FY20 Budget to  
94 appropriate funds for street resurfacing and concrete repair  
95

96 Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve Ordinance  
97 No. 2553 for second reading.  
98

- 99 • **Ordinance No. 2554**- 2<sup>nd</sup> reading- to authorize and empower City of Salisbury to issue and  
100 sell one or more series of (1)(a) General Obligation Bonds and (b) General Obligation  
101 Bond anticipation notes, each in an original aggregate principal amount not to exceed  
102 \$12,482,977  
103

104 Ms. Blake moved, Mr. Ireton seconded, and the vote was unanimous to approve Ordinance  
105 No. 2554 for second reading.  
106

- 107 • **Ordinance No. 2555**- 2<sup>nd</sup> reading- authorizing the mayor to enter into a contract with the  
108 Governor's Office of Crime Control and Prevention for the purpose of accepting Maryland  
109 Criminal Intelligence Network grant funds in the amount of \$369,924 and approving an  
110 amendment to the FY 2020 Grant Fund Budget to appropriate funds for the Salisbury FY20  
111 MCIN Program  
112

113 Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve  
114 Ordinance No. 2555 for second reading.  
115

- 116 • **Ordinance No. 2556**- 2<sup>nd</sup> reading- to amend the Municipal Code, Title 5-Business  
117 Licenses and Regulations, Chapter 5.04-Commercial District Management Authority;  
118 Chapter 5.32-Transient Merchants and Mobile Vendors; Chapter 5.44-Plays, Concerts  
119 and Circuses; and Chapter 5.52-Restaurants in connection with adding City Fire  
120 Marshal inspection and approval requirements to ensure compliance with the City Fire  
121 Prevention Code

122 Mr. Ireton moved and Ms. Jackson seconded to approve Ordinance No. 2556 for second  
123 reading.  
124

125 Mr. Boda moved to amend Ordinance No. 2556 by the following:  
126

- 127 • Strike the entire section COMMERCIAL DISTRICT MANAGEMENT AUTHORITY  
128 beginning on Line 44 through Line 246  
129

130 Ms. Blake seconded the motion, and the vote was unanimous.  
131

132 Ordinance No. 2556 for second reading, as amended, was approved by unanimous vote  
133 in favor.  
134

- 135 • **Ordinance No. 2557**- 1<sup>st</sup> reading- authorizing the mayor to enter into a memorandum of  
136 understanding with the Wicomico County Health Department and approving a budget

137 *amendment of the FY2020 General Fund Budget to appropriate funds received from the*  
138 *Wicomico County Health Department in the amount of \$10,000*

139  
140 *Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous to approve*  
141 *Ordinance No. 2557 for first reading.*

142  
143 • **Ordinance No. 2558**- *1<sup>st</sup> reading- to amend Chapter 12.20 Chesapeake Bay Critical*  
144 *Area Natural Resources Program, Sections .010.a., .010.b., .010.c., .020.a., .110.a.,*  
145 *.110.b., .120.b., .102.b.50., .120.b.92., .140.a.2.d., .190.b., .260.c., .270.b., .280.a.1.,*  
146 *.290.d., .300.a., .310.a., .320, .350.c.5., .410.b., .530 and .530.e. of the Salisbury*  
147 *Municipal Code by deleting the references to the Department of Planning, Zoning and*  
148 *Community Development and replacing with the Department of Infrastructure and*  
149 *Development, correcting references to COMAR and by adding Article XIX, Section .540*  
150 *to add a section for Fees and Costs*

151  
152 *Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to approve*  
153 *Ordinance No. 2558 for first reading.*

154  
155 **COUNCIL COMMENTS**

156  
157 *President Heath welcomed Delegate Carl Anderton to the meeting.*

158  
159 *Ms. Jackson announced Josh Copeland did not win Sunday's Best, but said he was Salisbury's Best!*  
160 *Although he placed second to winner Melvin Crispell, Mr. Copeland had a bright future in the*  
161 *Gospel Ministry. She thanked him for participating and for making Salisbury proud!*

162  
163 **ADJOURNMENT**

164  
165 *With no further business to discuss, the meeting adjourned at 6:49 p.m.*

166  
167 \_\_\_\_\_  
168 *City Clerk*

169  
170 \_\_\_\_\_  
171 *Council President*

1 CITY OF SALISBURY  
2 WORK SESSION  
3 SEPTEMBER 3, 2019  
4

5 Public Officials Present  
6

Council President John “Jack” R. Heath Mayor Jacob R. Day  
Council Vice-President Muir Boda Councilwoman Angela M. Blake  
Councilman James Ireton, Jr. (via teleconference) Councilwoman April Jackson

7  
8 In Attendance  
9

10 Deputy City Administrator Andy Kitzrow, Fire Chief John Tull, Deputy Chief James Gladwell, Zoo  
11 Director Ralph Piland, Permits and Inspections Manager William Holland, City Clerk Kim Nichols,  
12 City Attorney Mark Tilghman, and interested citizens.  
13 -----

14 On September 3, 2019 Salisbury City Council convened in Work Session at 4:30 p.m.in  
15 Conference Room #306 of the Government Office Building. The following is a synopsis of the  
16 topics discussed in the Work Session.  
17

18 **Community Presentation - Library Signup Card Month**

19 Wicomico Public Libraries Executive Director Ashley Teagle joined Council at the table and shared  
20 this year was the library’s 150<sup>th</sup> Year in Wicomico County. Ms. Teagle presented the attached  
21 PowerPoint (included as part of the minutes) and wanted to ensure that the community recognized  
22 the library offered much more than just books to read. They are a community space with meeting  
23 rooms and an educational resource. She invited the Council to attend the Passport Acceptance  
24 Center Launch at the library on Monday, September 9, 2019 at 5:00 p.m. to celebrate the Wicomico  
25 Public Library becoming a passport acceptance center.  
26

27 **Resolution to accept donation of countertops for Zoo restrooms**

28  
29 Zoo Director Ralph Piland reported that Royal Granite and Marble donated new counter tops and  
30 basins and provided all of the labor to replace all of the counter tops and basins in the Salisbury  
31 Zoological Park’s public restrooms. The donation to the Zoo was valued at \$8,000.00.  
32

33 Council reached unanimous consensus to advance the resolution to legislative session.  
34

35 **Ordinance to accept funds for Bark Park**

36  
37 Deputy City Administrator Andy Kitzrow reported on the grant opportunity to build a Bark Park. If  
38 the City could raise \$5,000 locally, the local Sperry Van Ness and the national Sperry Van Ness  
39 would each donate \$5,000.00. The City raised \$5,125.00 from local donors, and coupled with the  
40 \$10,000 in grant funds, requested the \$15,125 to be used to build a Bark Park.  
41

42 Council reached unanimous consensus to advance the resolution to accept the funds for the  
43 Downtown Salisbury Bark Park.  
44

45 **2<sup>nd</sup> Year MOU and ordinance accepting \$ 31,920 for SWIFT**

46  
47 Grants Manager Deborah Stam and Fire Chief John Tull joined Council at the table. Ms. Stam  
48 reported that in 2018 the Wicomico County Health Department (WiCHD) and the City applied for  
49 funds through the Maryland Community Health Resources Commission (CHRC) grant program,  
50 which awarded the WiCHD FY18 funds in the amount of \$90,000. WiCHD sub-granted \$50,000 of  
51 the award to the Salisbury Fire Department for the Salisbury-Wicomico Firstcare Team (SWIFT).  
52 Of the remaining \$40,000 in FY18 funding WiCHD received, they wanted to sub-grant \$31,920.00  
53 to the Salisbury Fire Department to be added to SWIFT in continuance of the program.  
54

55 Fire Chief Tull reported on the remarkable work being done by Dave Phippin and the SWIFT Team.  
56

57 Council reached unanimous consensus to advance the ordinance to accept the grant funds.  
58

59 **Greystone Residential Community Annexation**

60  
61 Permits and Inspections Manager William Holland joined Council to report on the Timber Crest  
62 SBY, LLC – Schumaker Lane Annexation. He reported the property would accommodate all or a  
63 portion of the proposed Greystone Subdivision. It received preliminary site plan approval from the  
64 Planning Commission in December 2018. Once annexed and developed, the development would  
65 have a net positive fiscal impact of approximately \$4,100.00 through taxes.  
66

67 Mr. Holland said the next step with the annexation would be to move forward to a legislative  
68 session to introduce the resolutions and set the public hearing date.  
69

70 Council reached unanimous consensus to advance the legislation to the September 23, 2019  
71 legislative agenda.  
72

73 **Council Discussion**

74  
75 President Heath announced September 4, 2019 was the last opportunity to sign up to volunteer for  
76 the National Folk Festival (NFF). Mr. Kitzrow invited the Public to come out to the NFF.  
77

78 **Adjournment**

79  
80 With nothing further to discuss, the Work Session adjourned at 4:53 p.m.  
81

82 \_\_\_\_\_  
83 City Clerk

84 \_\_\_\_\_  
85 \_\_\_\_\_  
86 Council President





## WICOMICO PUBLIC LIBRARIES

Downtown Branch • Centre Branch • Pittsville Branch  
Bookmobile • Reader Van

*MORE than just BOOKS!*



## OUR MISSION

To serve the people of Wicomico County  
By supporting learning, enriching lives,  
and building community.

*MORE than just BOOKS!*



## OUR VISION

Wicomico Public Libraries will be accessible, welcoming community centers that are known as the best source for information by supporting education in all forms, providing excellent library service, leading in bridging the digital divide, and working with their partners to meet the needs of the communities they serve.


*MORE than just BOOKS!*









## Library Usage

- Library card holders - **58,419**
- Programs and classes held - **1,376**
- Visitors - **215,261**
- Program attendance - **15,808**
- Personnel (FTE) - **51**
- Number of volunteers - **546**
- Information questions answered - **24,180**
- Volunteer hours - **3,088**
- Total number of computer sessions - **46,649**


*MORE than just BOOKS!*



## Other Programs

 <b>Summer Reading</b> Readers Enrolled (0-18+): 832	 <b>Project Read</b> Number of Lives Impacted: 378
 <b>Bookmobile &amp; Reader Van Service</b> Books Circulated: 250,232	 <b>Homework Help Center</b> Total Visits: 1,321
 <b>Cyber Civil Clinics</b> Individuals Assisted: 90	 <b>Job Research Center</b> Total Visits: 3,017

*MORE than just BOOKS!*




## Digital Resources





Try Libby.











*MORE than just BOOKS!*





## Economic and Community Impact of the Wicomico Public Libraries

 **102,000**  
Total Population Served

**Community Impact:**

- Workforce Development
- Business Development
- Literacy
- Community Culture

 **Jobs Supported**  
**51**

**Economic Impact:**  
Operational \$3.5M  
Capital Expenditures \$38K



**\$5.40**  
Value per Dollar Invested

**Value of Core Materials & Service:**  
Materials \$9.1M  
Services \$864K


**440%**  
Return on Investment

**Total Annual Value \$13.5 Million**

*MORE than just BOOKS!*


## 2019 WE ARE CELEBRATING OUR 150<sup>TH</sup> YEAR OF SERVING WICOMICO COUNTY!



Wicomico Public Library began as a subscription library in 1869, only two years after the formation of the county itself.


By 1925, the library was recognized as a needed community service and the idea of free library service in Wicomico County was born.



As services, patrons and materials increased, the library once again moved - to its present location on Division St. in 1963. In 1978 a major renovation started, which was completed in 1980. The building has essentially remained the same ever since.



As we celebrate 150 years in 2019, we want you to know the library is more than just books. The library is where everyone is welcome, where connections are made, and where lives are transformed. We look forward to growing our impact in the future as we work to support learning, enriching lives and building community for the people of Wicomico County.

*MORE than just BOOKS!*






SUPPORTING LEARNING, ENRICHING LIVES, & BUILDING COMMUNITY

[WWW.WICOMICOLIBRARIES.ORG](http://WWW.WICOMICOLIBRARIES.ORG)

*MORE than just BOOKS!*





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

**To:** Andy Kitzrow  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** September 9, 2019  
**Subject:** RFP 20-104 Electricity Supply Services

The current electricity supply contract for the City's municipal buildings and street lights expires in June 2020. Coupled with the recently passed Clean Energy Jobs – Renewable Portfolio Standard Bill, which could increase rates by 14-18% as of October 1, 2019, it was recommended by the City's energy consultant that the Department of Procurement solicit competitive rates for the City's electricity supply to secure a contract that will provide long-term pricing for budget stability. The solicitation was posted on July 31, and the initial Step One pricing proposals were received August 27, 2019 at 2:30 PM, local time.

The Procurement Department has chosen a two-step solicitation process. Step One consists of a qualifications review, data review, vendor "Electricity Purchase Agreement" review and an initial pricing submittal. Only those vendors meeting the evaluative criteria for selection will be asked to proceed on to the next step. Step Two consists of a Best and Final price proposal and proposed term of contract.

Due to price fluctuations in the energy market and the quickly-approaching date on which the Clean Energy Jobs bill goes into effect, there is a very short window of opportunity to reply to a vendor with acceptance of a pricing proposal. The Department of Procurement seeks City Council approval of a Resolution (attached) which would allow the Administration the ability to sign a contract with the responsive and responsible bidder offering the most favorable Best and Final price in lieu of an award approved at a legislative meeting of the City Council. This process was utilized for the previous energy supply procurement in 2018 (see Resolution 2826).

cc: Jacob R. Day  
Julia Glanz

1 RESOLUTION NO. 2973

2  
3 A RESOLUTION OF THE CITY OF SALISBURY TO AUTHORIZE THE CITY  
4 ADMINISTRATOR AND THE DIRECTOR OF PROCUREMENT TO ACT ON BEHALF OF  
5 THE CITY IN EXECUTING A CONTRACT FOR THE SUPPLY OF ELECTRICITY.  
6

7 WHEREAS, electric deregulation became effective in July 2002 and the City of Salisbury is  
8 now purchasing electricity on the open market, with signed contracts ending June 2020; and  
9

10 WHEREAS, the City of Salisbury has solicited bids for the City's electricity supply needs to  
11 provide electricity supply services in the City's best interest for up to 60 months, to initiate at the end  
12 of the existing term; and  
13

14 WHEREAS, the goal of this procurement process is to allow the flexibility in conducting the  
15 bid process and in responding to the daily changes in market prices for the selection of the optimum  
16 rates for the City's electricity accounts; and  
17

18 WHEREAS, the current electricity market is extremely volatile and decisions to award must  
19 be made within a short window in order to guarantee pricing.  
20

21 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury,  
22 Maryland that the City Administrator and the Director of Procurement, or their designees, are  
23 authorized to act on behalf of the City to conduct an electricity procurement process in accordance  
24 with City purchasing regulations and to award and execute a contract for electricity supply services  
25 with the selected supplier prior to the close of the market the day price proposals are received,  
26 without further authorization or approval by Council. The City Administrator and the Director of  
27 Procurement, or their designees, will consult with the Mayor and/or the Council President either in  
28 person or on the phone, if available, on the recommended selection, but, nevertheless, they shall have  
29 the full authorization of the City to proceed with the selection and contract award on behalf of the  
30 City of Salisbury.  
31

32 THE ABOVE RESOLUTION was introduced and read aloud and passed at the regular  
33 meeting of the Council of the City of Salisbury held this 23<sup>rd</sup> day of September 2019, and is to  
34 become effective immediately upon adoption.  
35

36 ATTEST:

37  
38 \_\_\_\_\_  
39 Kimberly R. Nichols  
40 CITY CLERK

\_\_\_\_\_   
John R. Heath  
COUNCIL PRESIDENT

41  
42 APPROVED BY ME THIS

43  
44 \_\_\_\_ day of \_\_\_\_\_, 2019.  
45

46 \_\_\_\_\_  
47 Jacob R. Day  
48 MAYOR



## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Laura Baasland, Program Specialist  
**Subject:** Appointment to the Youth Development Advisory Committee  
**Date:** September 19, 2019

---

Mayor Day would like to reappoint the following person to the Youth Development Advisory Committee for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Kala Farrare	September 2022

Attached you will find information from Kala Farrare and the resolution necessary for her appointment. Please forward this information to the City Council so it may be placed on their agenda at the next Council meeting. Please let me know if you have any questions.

Attachment

cc: Mayor Day

August 20<sup>th</sup> 2019

Kala Farrare LCSW-C  
Founder/Executive Director  
Streets Incorporated  
Salisbury, MD 21804

Dear Mayor Day,

I am writing this letter to express my interest in joining the Salisbury, MD Youth Development Advisory Committee. Pursuing a career in the human services field I have had the opportunity to work with various populations throughout the state of Maryland. My professional experience within the social work field combined with earlier outside work experience in a variety of situations, has given me a clear and practical understanding of clients' needs and expectations. As an individual who has chosen a career in the helping profession, I am well aware of the effort, attention, and patience required to work closely with vulnerable populations to include those of lower economic statuses, child-welfare system, living with mental illness and/or substance dependence or addiction, those living with a developmental and/or intellectual disability, and those within the medical system. I have worked diligently to hone my social work skills; my experience, education, and personality have prepared me to work well with others and to respond creatively to challenges, crises, and added responsibilities.

With my time as a social worker for the Department of Juvenile Services, I have had the opportunity to work closely with many professionals and most importantly the youth of our community to understand their individualized needs. As a Licensed Certified Social Worker-Clinical I believe I can be an asset to the advisory committee as it relates to assessing the community needs while developing programs and services in to decrease and ultimately eliminate barriers in vulnerable communities.

I hope I spark interest in your team to be granted the opportunity to join the Youth Development Advisory Committee. Thank you in advance for the opportunity; please feel free to contact me via phone at (443) 735- 8807 or via email at [kwinder0618@aol.com](mailto:kwinder0618@aol.com).

Respectfully,

Kala Farrare, LCSW-C

# Kala Farrare

10418 Country Grove Cir. Delmar, DE 19940  
443-735-8807 Email: [Kwinder0618@aol.com](mailto:Kwinder0618@aol.com)

## Professional Objective

To pursue a successful career within a growth-oriented agency that will nurture and utilize my professional and personal skills within the field of social work while serving the disadvantaged, marginalized, oppressed and vulnerable populations.

## Education

Masters of Social Work	Salisbury University	Salisbury, MD
Bachelors of Science in Social Work	Bowie State University	Bowie, MD

## Professional Training

March 2019-Current	MENTOR Maryland	Salisbury, MD
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Clinical Supervisor

As the Clinical Supervisor for MENTOR Maryland's Behavioral Health Services on the Eastern Shore I am responsible for providing clinical oversight of therapy services provided to clients and their families, developing and implementation of services plans, and ensuring quality services are provided.

- Receive, review, and assigned referrals to appropriate clinicians within a 24-hour time frame to.
- Review monthly reports to ensure a clinical reflection of services are depicted.
- Conduct quality checks through surveys, phone calls to families, and progress notes.
- Review time sheets, mileage submission to ensure accuracy prior to approval.
- Conduct team meetings to assist with case development, ensure services are rendered effectively, and fidelity documents are accurately completed.
- Assemble program statistics surrounding billing, contract compliance, and service hours on a weekly and monthly basis.
- Participate in programmatic meetings regarding program development, policies, etc. as needed.
- Participate in marketing meetings with community providers to increase organization census as well as inform stakeholders of modifications to services.
- Ensure program compliance with all corporate and legal requirements.
- Ensure development of comprehensive regional training for clinical staff, office coordinators, program participants and their families as needed.

March 2016- March 2019	Department of Juvenile Services	Salisbury, MD
------------------------	---------------------------------	---------------

Social Worker, Criminal Justice

As a Social Worker for the Department of Juvenile Services Lower Eastern Shore Children's Center (LESCC) I am responsible for providing supportive services to juveniles between the ages of 10 to 21 deemed delinquent.

- Conduct court ordered and DJS requested psychosocial evaluations collaboratively with juveniles and their parents to obtain pertinent information to identify an appropriate level of care and treatment services. The psychosocial assist Case



Management Specialist with identifying an appropriate out of the home placement or community based programs to adequately meet the juvenile's needs.

- Complete behavioral health intakes with juveniles as they are admitted to the facility to obtain information surrounding residency, mental health and substance abuse treatment, educational needs, medical needs, abuse/ neglect history to ensure all needs are met and a continuity of care.
- Provide crisis intervention as needed when juveniles are having a difficult time mentally, physically, and/or behaviorally.
- Collaborate with the treatment team to ensure the juvenile's needs are appropriately met within the facility or if assistance and modifications such as a Guarded Care Plan or Behavior Contract is needed to assist the juvenile with being successful in the program.
- Conduct suicide assessments to determine the juveniles level of risk, an appropriate level of care, if the juvenile verbally express the desire to harm oneself, youth score caution of warning in screening questionnaire, and/or if youth attempt suicide. To determine a safety plan and provide residential staff with instructions on how to ensure the juvenile is safe.
- Facilitate psychoeducational groups with juveniles to discuss various mental health disorders, symptoms, and impacts on life if not treated, as well as ways to treat various mental health disorders.

November 2015- March 2016      Department of Social Services      Princess Anne, MD

Social Worker, Family Services

As a Social Worker for the Somerset County Department of Social Service I completed a six-week training to develop knowledge surrounding Maryland Child Welfare System. I was educated on the tools and skills necessary to accept a case into out-of home services, connecting youth with kinship care and/or appropriate foster care families, supervising office based visits between parents and their children, presenting the case in court, ensuring the youth's needs are met, collaboratively working with all providers to ensure youth's needs are met, and preparing youth and their families for reunification.

April 2015- November 2015      Foundations Care Management      Hanover, MD

Support Planner Supervisor

As a Supports Planner supervisor I was responsible for supervising 12 Supports Planners providing case manager services to qualified adults under DHMH's Home and Community Based Programs.

Primary responsibilities are to ensure that supervisee's adequately meet the needs of assigned participant's as well as adhere to the policies set in place by DHMH Home and Community Based programs. Perform evaluations of supervisee's workload, ability to meet the participant needs, and time frame all needs are met within. Ensure that all plans of services met the individualized needs of our participant's so that approval may be obtained from DHMH. Review supervisee's quality of case management and documentation. Develop and train supervisee's on tools established to address limitations within the observed case management. Also responsible for communicating with DHMH, the Local Health Department, and service providers to ensure that services are properly initiated and all are adhere to the approved plan of service.

September 2014- April 2015      Foundations Care Management      Hanover, MD

## Kala Farrare

10418 Country Grove Cir. Delmar, DE 19940  
443-735-8807 Email: [Kwinder0618@aol.com](mailto:Kwinder0618@aol.com)

### Support Planner

Serve as the linkage between Maryland residents with disabilities and special health care needs and Medicaid Home and Community Based Services. Primary client base included individuals transitioning from the nursing facility back into the community through the Community Options Waiver. Client base also included waiver registry participants, CFC, and MAPC eligible clients. Responsibilities include but are not limited to determining medical assistance eligibility for home and community based programs, completing assessment for community services based on interRAI and/or 302b form and plan of care completed by AERS nurse at the local health department, coordinating and orchestrating discharges from nursing facilities to the community, as well as the coordination, initiation, and evaluation of support services.

August 2013-May 2104                      TLC Mental Health                      Salisbury, MD

### Mental Health Intern

Performed as a mental health intern delivering therapeutic services to youth living with mental health illness. Responsibilities include but are not limited to co-leading a positive decision making therapy group for adolescents, conducting school-based therapy, completing mental health intakes, and any other task delegated by field supervisor to meet the needs of my clients and the agency.

August 2013- May 2013                      Community Crisis Service Inc.                      Hyattsville, MD

### Intern

Served as a phone counselor delivering a range of services to a multitude of vulnerable populations. Responsibilities as a phone counselor included but were not limited to minimizing the risk of suicide and self-harm due to a number of reasons for the National Suicide and Trevor hotline. In addition to phone counseling my responsibilities included completing intakes for Prince George's County homeless shelters as well as connecting families in need to shelter as openings became available. In conjunction with the Department of Social Services I was responsible for providing energy assistance statuses and information for energy assistance. Responsibilities also covered taking overnight CPS reports and linking cases to on-call worker.

## Related Experience

January 2015- April 2015                      Foundations Care management                      Hanover, MD

### Quality Assurance Trainee

Worked alongside of the Quality Assurance Manager to analyze the case management completed within the organization to develop tools to improve and enhance the current process. Perform audits on supports planner to analyze for fraudulent and negligent acts. Developed workshops to educate employees on the appropriate case management process and the completion of the case management process.

January 2014-April 2014                      Dove Pointe                      Salisbury, MD

### Residential Aide

Perform as a residential aide responsible for assisting individual's developmental disabilities integrate in community activities and lead a functional life in home setting.

- August 2012- June 2013                      Clarity Service Group                      Towson, MD  
 Therapeutic Aide  
 Served as a therapeutic aide assisting children with autism meet daily task in school setting. Help client's complete school assignments, manage behavioral concerns, and manage negative triggers while redirecting to positive mood.
- June 2009- August 2009                      Consortium for Child Welfare                      Washington, D.C.  
 Social Work Intern  
 Served as an intern responsible for connecting clients with appropriate resources to address family needs, updating client files, and performing duties assigned by supervisor.
- June 2009- August 2009 Pediatrics AIDS/HIV Care Inc.                      Washington, D.C.  
 Social Work Intern  
 Served as an intern assisting with adolescent summer camp; connecting children infected/affected by HIV/AIDS with positive community activities. Responsible organizing records of camper's attendance, DOES worker timesheets, campers weekly evaluations, as well as recording staff observations regarding camper's interactions and moods towards various activities. Provided campers with techniques to make healthy lunches and snacks, nutritional facts for healthy foods, and administering lunch and snacks daily.

## **License**

License Certified Social Worker- Clinical (LCSW-C) 21275

## **Skills**

Psychosocial Evaluations  
 Suicide Assessments  
 Bio-psychosocial assessment  
 Client Needs Assessment  
 DSM V Diagnosing  
 Intakes  
 Case Management  
 Record keeping  
 Narrative writing  
 Phone Counseling

## **Trainings**

Family Centered Treatment (FCT)  
 Trauma Informed Care  
 Gang Awareness  
 Suicide Training  
 Report Writing  
 Diversity  
 Behavioral Principles and Strategies (BPS)  
 Crisis Prevention and Intervention (CPI)

## **Kala Farrare**

10418 Country Grove Cir. Delmar, DE 19940

443-735-8807 Email: [Kwinder0618@aol.com](mailto:Kwinder0618@aol.com)

ASIST

### **Organizations**

Alpha Kappa Alpha Sorority Inc.

1 **RESOLUTION NO. 2976**

2  
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following  
4 individual is reappointed to the Youth Development Advisory Committee, for the term  
5 ending as indicated.

6  
7 

<u>Name</u>	<u>Term Ending</u>
Kala Farrare	September 2022

8  
9  
10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on September \_\_\_\_\_, 2019.

13  
14 ATTEST:

15  
16  
17 \_\_\_\_\_  
18 Kimberly R. Nichols  
19 CITY CLERK

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

25  
26  
27 \_\_\_\_\_  
28 Jacob R. Day  
29 MAYOR, City of Salisbury



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

**COUNCIL AGENDA – Award of Bids**

**September 23, 2019**

- |   |              |
|---|--------------|
| 1. Award of Bid                                 | \$201,600.00 |
| ITB A-20-101 Automated Speed Enforcement System |              |



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

To: Mayor and City Council  
From: Jennifer Miller  
Director of Procurement  
Date: September 23, 2019  
Subject: Award of Bid for ITB A-20-101  
Automated Speed Enforcement System

The Department of Procurement received a request from the Salisbury Police Department to establish a contract for an Automated Speed Enforcement System upon expiration of the current contract with Rekor Recognition Systems, Inc (formerly Brekford Corporation). The contract, a result of the competitive bidding efforts of Calvert County, Maryland, has been in place since 2017 and expires in December 2019. This contract established an Automated System Lease Fee of \$3,100 per unit (6 units total), or \$223,200.00 annually.

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."

On August 26, 2019, Calvert County executed "Contract 2019-076 Automated Speed Enforcement System" with Rekor Recognition Systems, Inc (dba Brekford Traffic Safety, Inc.), establishing a lease fee of \$2,800 per unit. The Procurement Division has obtained a copy of the contract, which was competitively solicited in March 2019 through the Calvert County Department of Finance & Budget – Procurement Office (RFP 2019-076), and has confirmed that the price and terms contracted to Calvert County will be afforded to the City of Salisbury as well. Additional pertinent details regarding unit pricing and length of contract are noted in the attached letter from Major Scott Kolb of the Salisbury Police Department.

The Procurement Department requests Council's approval to award City of Salisbury Contract ITB A-20-101 to Rekor Recognition Systems, in the amount of \$201,600.00. The monthly payment amount of \$16,800 will be paid from the Speed Camera Administration account 90500-502044, of which there are sufficient funds.



City of  
**Salisbury**  
 Salisbury Police Department

TO: Jennifer Miller  
 Director of Internal Services Parking & Procurement Division

FROM: Major Scott Kolb

SUBJECT: Automated Speed Enforcement System

DATE: August 26, 2019

The Salisbury Police Department recommends awarding a contract for an automated Speed Enforcement Camera System to Rekor Recognition Systems, Inc. dba Brekford Traffic Safety Inc., piggybacking off of the Calvert County Government contract. The department is currently and has been utilizing this vendor since July 2011. I have evaluated this vendor in the following areas: Quality of Services/Work, Timeliness of Performance, Cost Control, Business Relations, and Customer Satisfaction. This vendor has been excellent in all categories. Whenever I asked for changes, training, reports, etc., they were carried out quickly and professionally. My direct point of contact Mr. Bradley Schaeffer has always been available to answer m questions or concerns. It has truly been a pleasure working with him.

Calvert County contract fee  
 Per unit, per month

\$2,800 @ six units

\$16,800

The City of Salisbury will be saving \$300 per camera and a total of \$1,800 per month or \$21,600 per year compared to the existing contract. The total contract award is \$201,600 (\$2,800 per unit for 12 months). The term of the contract is for one (1) year commencing after approval and proper execution of the contract documents, with a renewal option for four (4) additional one (1) year periods, exercisable at the sole discretion of the City.

The contract will be automatically renewed unless notice of nonrenewal shall be made to the contractor by the City or to the City by the contractor at least ninety (90) calendar days prior to the contract anniversary date which is the date of the Notice to Proceed or otherwise indicated by the City. In the event the City exercises its option to renew the contract beyond the initial one-year period, the prices for each renewal term shall be the price of \$2,800 per unit. Therefore, the Salisbury Police Department recommends awarding the contract to the Rekor Recognition Systems, Inc. dba Brekford Traffic Safety Inc.,

Major Scott Kolb  
 Administrative Commander





# 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

---

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)

*Philip W. Henderson*

1-9-19  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

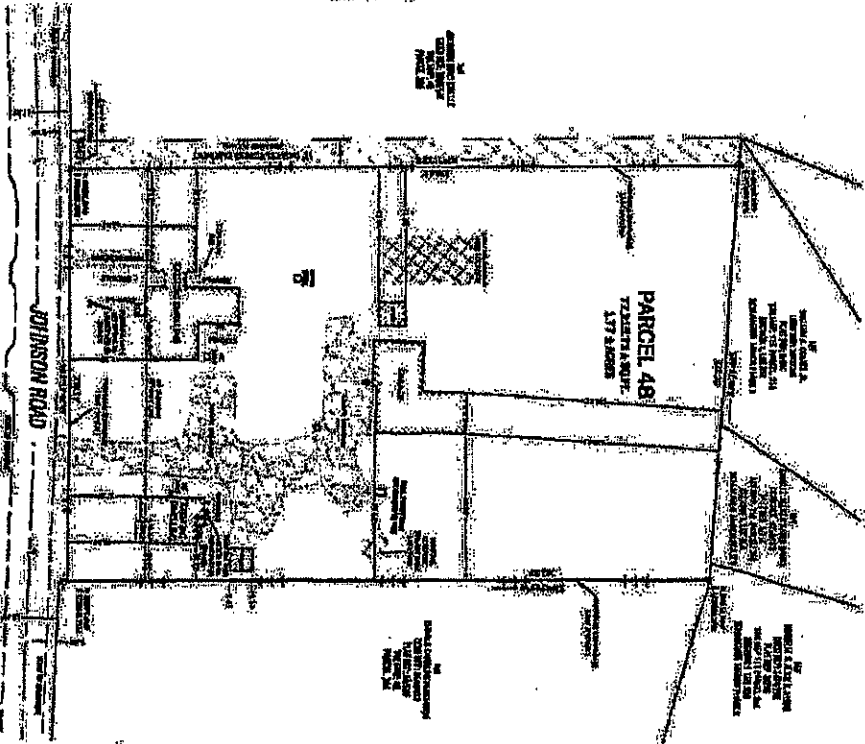


**LEGEND**

1. PROPERTY LINE	---	2. EXISTING PROPERTY LINE	---
3. EXISTING EASEMENT	---	4. EXISTING ENCROACHMENT	---
5. EXISTING CURB	---	6. EXISTING DRIVEWAY	---
7. EXISTING DRIVEWAY	---	8. EXISTING DRIVEWAY	---
9. EXISTING DRIVEWAY	---	10. EXISTING DRIVEWAY	---
11. EXISTING DRIVEWAY	---	12. EXISTING DRIVEWAY	---

**GENERAL NOTES**

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD.
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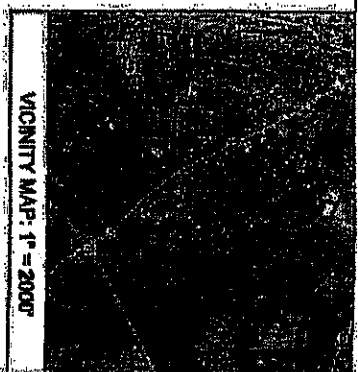


**ANNEXATION PLAT**  
FOR  
**ROGER L. & IRIS A. WEBSTER**

NATHAN'S ELECTION DISTRICT, WOODCOCK COUNTY, MARYLAND

DATE	10/20/2013
BY	[Signature]
FOR	[Signature]
BY	[Signature]

ASSOCIATES



CONNECTEXPLORER



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

# Memorandum

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

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

Dirk W. Widdowson ("Widdowson") filed a Petition for Annexation (the "Petition"), dated May 25, 2018, with the City of Salisbury (the "City"), requesting the City annex the following parcels of lands:

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

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

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

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY2020 Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand – i.e. how much the costs incurred by the City for providing a service are likely to vary with each additional household or job. With respect to the City's annexation of the Widdowson Property, cost projections are limited solely to households added by this annexation, since no development of the Widdowson Property is currently planned, and even if it were development of the Widdowson Property will not produce new long-term employment positions in any sector.

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

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

August 8, 2019

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

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

**Conclusion:**

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



July 15, 2019

Dirk W. Widdowson  
927 Johnson Road  
Salisbury, Maryland

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

Dear Mr. Owen,

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

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

Sincerely,

Anne Roane

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



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

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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.**

---

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



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.

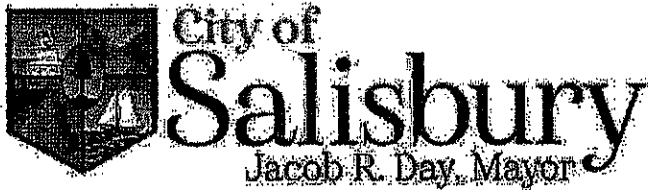
a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. This property is included within the Municipal Growth Area, and designates this area as Mixed Use.



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:



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 J. Holland  
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

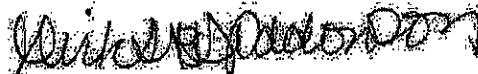
Re: *Annexation of Property Located at 927 Johnson Road*

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. Davidson*

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

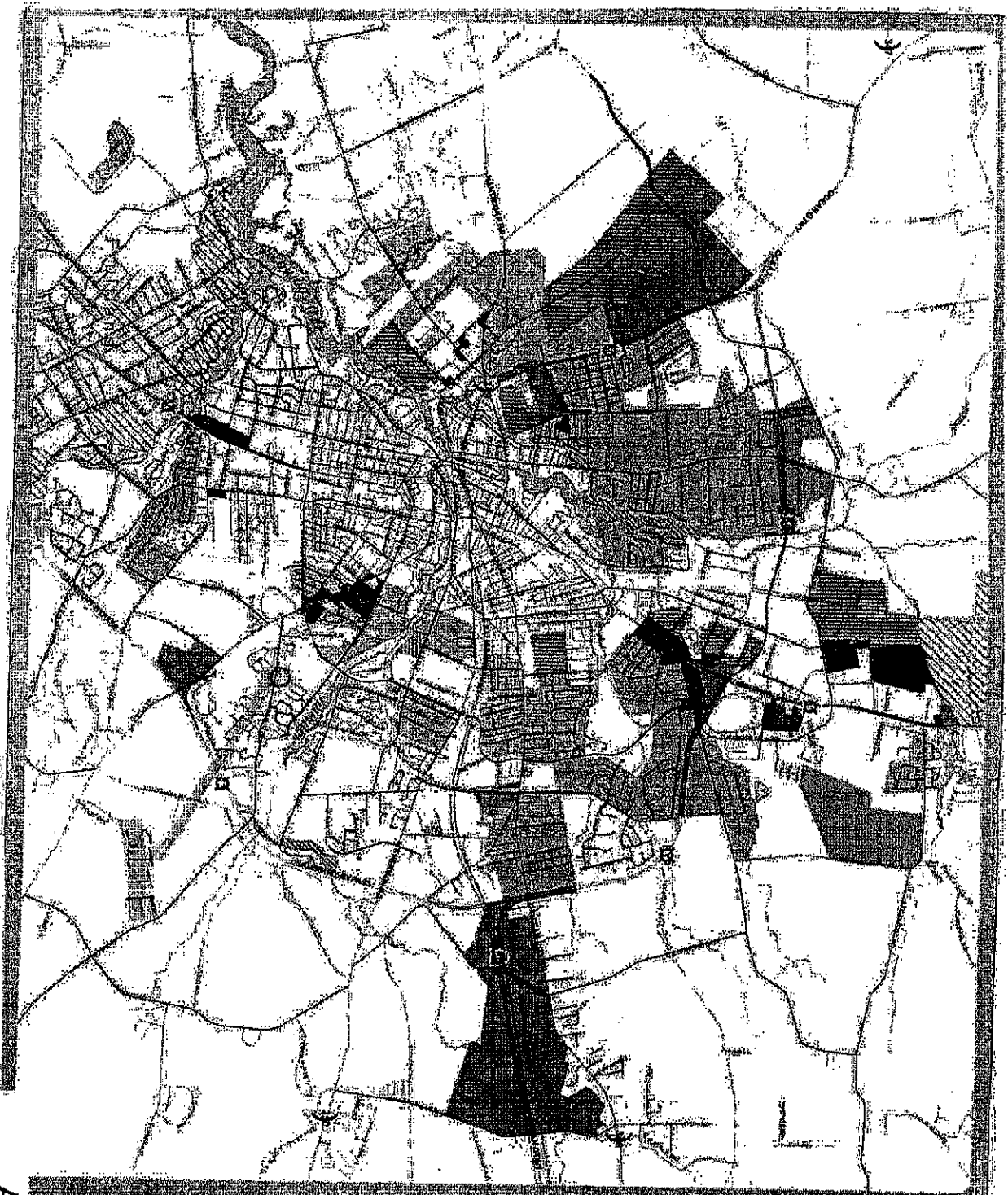
Johnson Road – Widdowson Property – Certification – 3-5-19.doc







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



**CITY OF SALISBURY**  
Comprehensive Plan

- Major Roads
- Minor Roads
- Local Roads
- Wetlands Indicator
- Streams
- Utilities
- Salisbury Corporate Limits
- Frederick/Dorchester Growth Areas
- Low Density Residential-100's 66 ac (1.89%)
- Medium Density Residential-200's 97 ac (3.03%)
- High Density Residential-400's 38 ac (1.25%)
- Business and Institutional-200's ac (6.25%)
- Community-407's 2,300 ac (7.18%)
- Industrial-500's 68 ac (2.13%)
- Mixed Use-1000's 23 ac (0.74%)
- Parks and Open Space-144,776 ac (4.48%)
- Salisbury University-281.55 ac (8.71%)
- Medium and Low-Density-1073.39 ac (32.74%)
- Waterbodies-429.36 ac (13.3%)

Source:  
Salisbury/Maryland Department of Planning,  
Zoning & Community Development



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



ATTACHMENT 2

Map 11-3: Growth Area  
Future Land Use



**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 September 23, 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 September 23,  
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 August 26, 2019, having been duly  
43 published as required by law in the meantime a public hearing was held on September  
44 23, 2019, and was finally passed by the Council at its regular meeting held on  
45 September 23, 2019.

46 \_\_\_\_\_  
47 Kimberly R. Nichols,  
48 City Clerk  
49

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

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

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

EXHIBIT A

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.

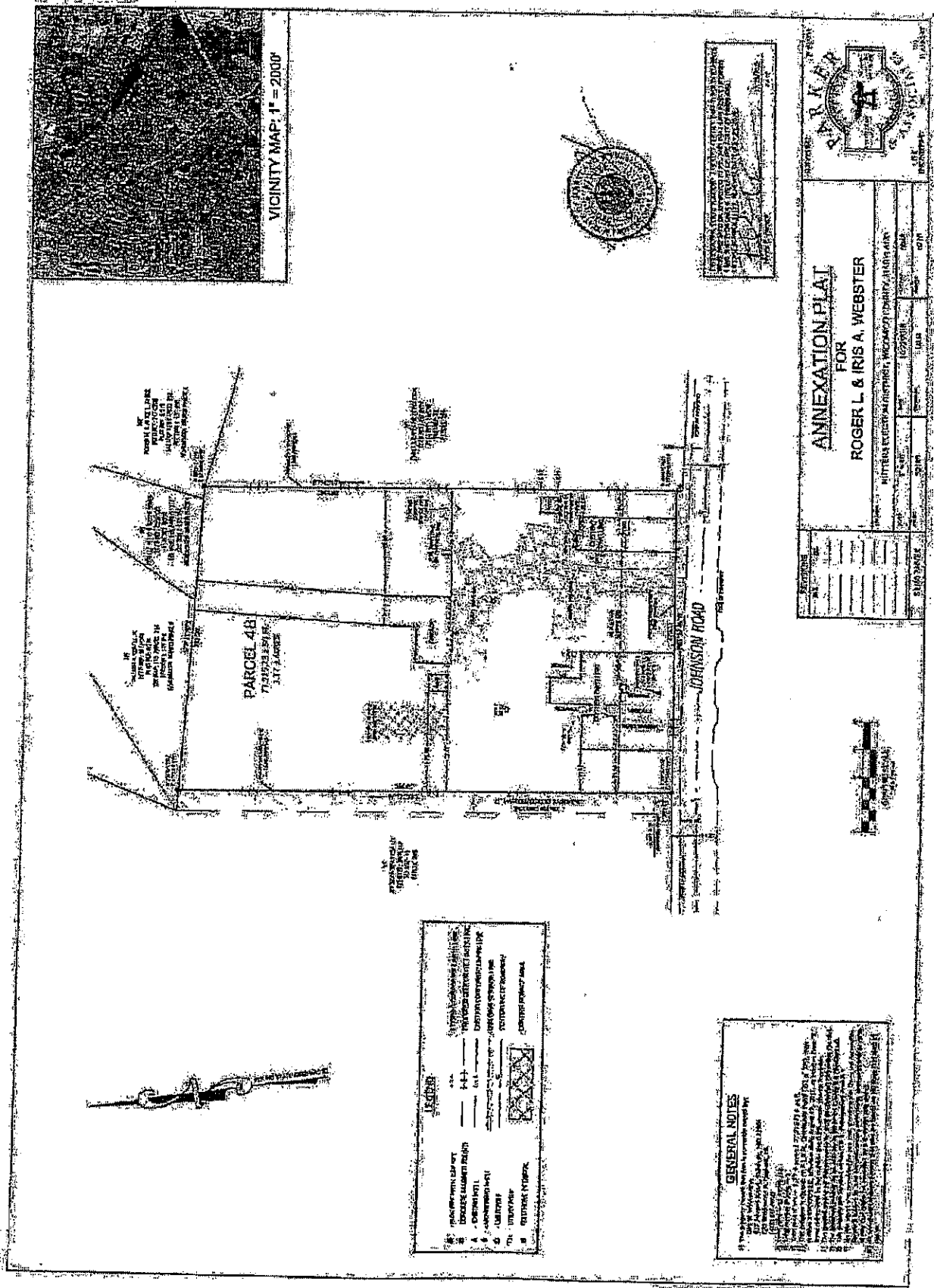
**3.6. Police.** The City of Salisbury Police Department will provide police services to the Widdowson Property.

**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).

# EXHIBIT A ANNEXATION PLAT



# EXHIBIT B

## 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 (N 78° 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 (N 78° 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

## 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 (N 78° 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 (N 78° 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.

1  
2  
3 **RESOLUTION NO. 2967**

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

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

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

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

33 WHEREAS the public hearing is scheduled for September 23, 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 September 23, 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 August 26, 2019, having been duly published  
66 as required by law; in the meantime a public hearing was held on September 23, 2019,  
67 and was finally passed by the Council at its regular meeting held on September 23,  
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 Woodson*

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

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.

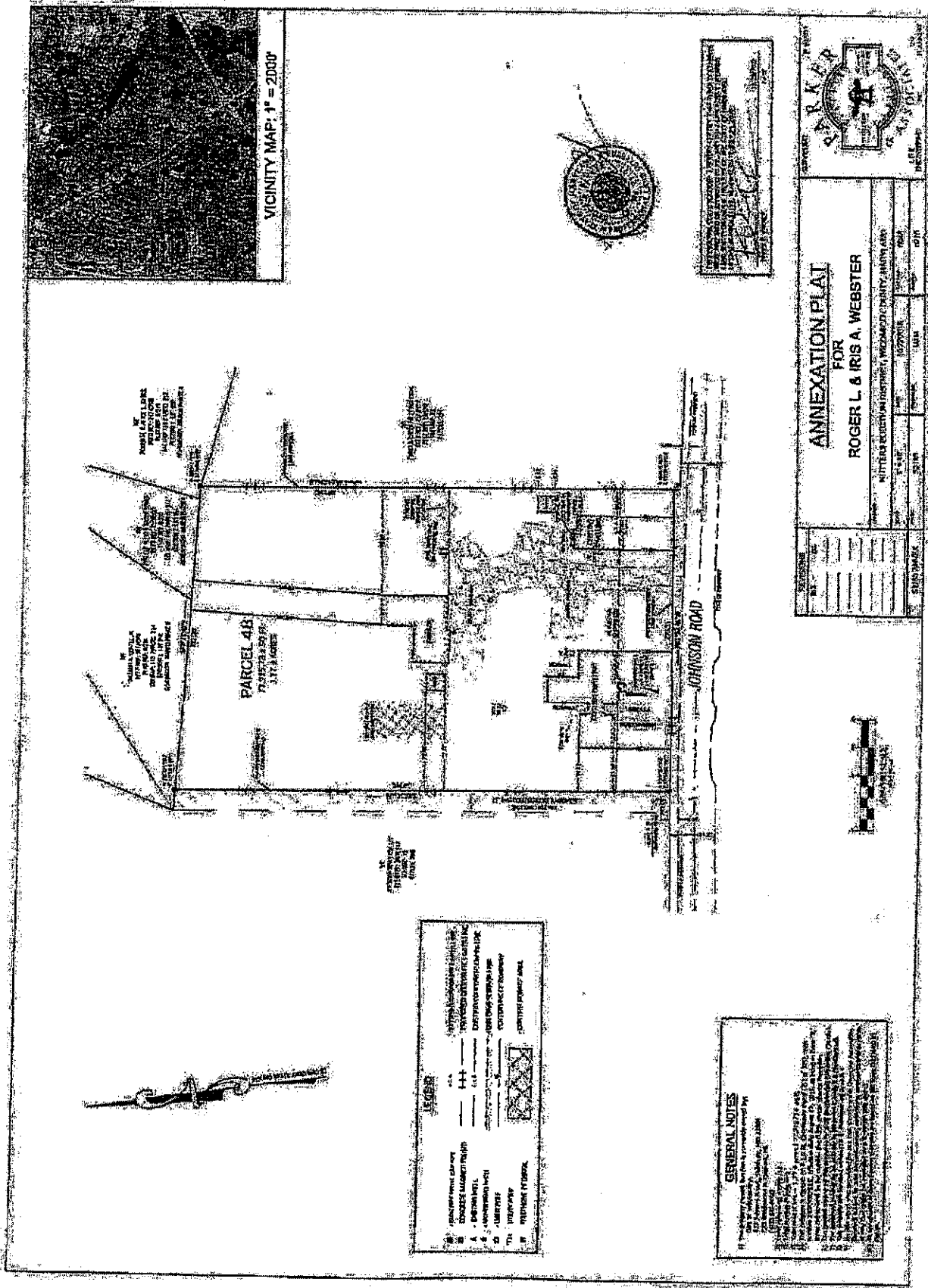
**3.6. Police.** The City of Salisbury Police Department will provide police services to the Widdowson Property.

**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).

EXHIBIT A ANNEXATION PLAT



**LEGEND**

1. UNDEVELOPED LAND	2. UTILITY EASEMENT
3. EXISTING LOT BOUNDARY	4. EXISTING EASEMENT
5. EXISTING LOT	6. EXISTING EASEMENT
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95. EXISTING LOT	96. EXISTING EASEMENT
97. EXISTING LOT	98. EXISTING EASEMENT
99. EXISTING LOT	100. EXISTING EASEMENT

**GENERAL NOTES**

1. This plat is subject to all existing laws, ordinances, rules and regulations of the State of North Carolina and the County of Wayne, North Carolina.

2. The plat is subject to all existing easements, rights, and interests of record.

3. The plat is subject to all existing liens, mortgages, and other encumbrances of record.

4. The plat is subject to all existing covenants, conditions, and restrictions of record.

5. The plat is subject to all existing zoning laws and ordinances.

6. The plat is subject to all existing utility easements and rights.

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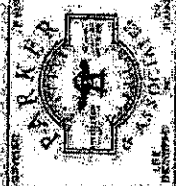
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VICINITY MAP: 1" = 2000'



# EXHIBIT B

## 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 (N 78° 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 (N 78° 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.



## 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)

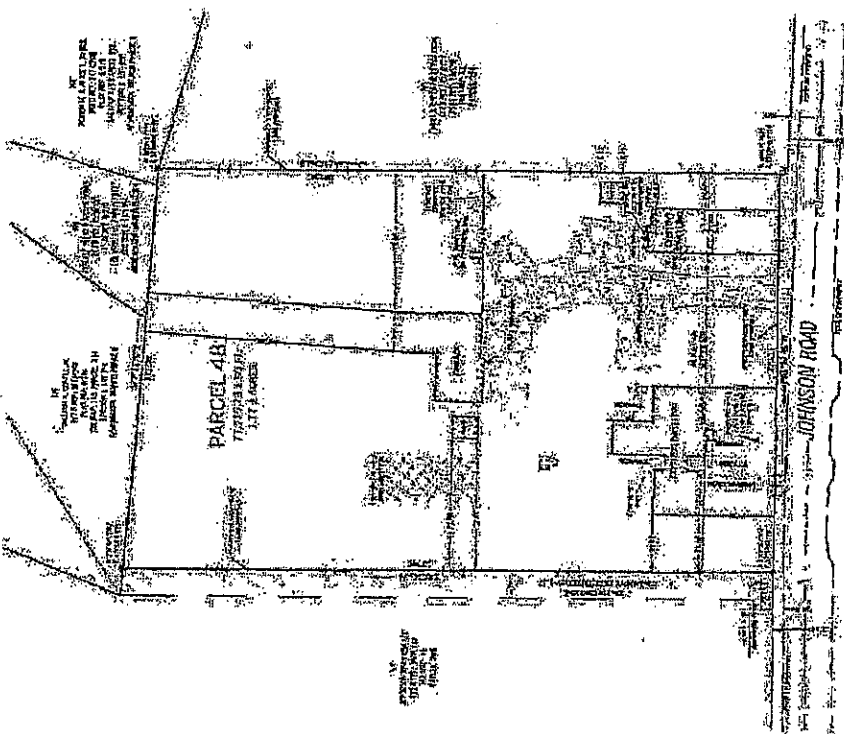
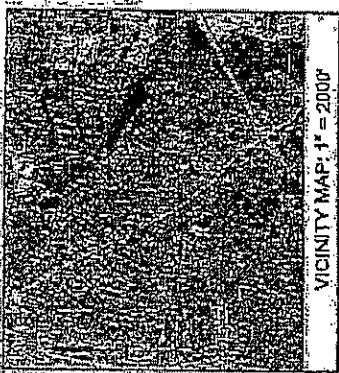
THE "CITY":

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]

EXHIBIT **A** ANNEXATION PLAT

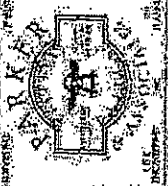


**LEGEND**

	PROPOSED WATER MAIN
	PROPOSED GAS MAIN
	PROPOSED SEWER MAIN
	PROPOSED STORM SEWER MAIN
	PROPOSED ELECTRIC MAIN
	PROPOSED TELEPHONE MAIN
	PROPOSED CABLE MAIN
	PROPOSED GAS VALVE
	PROPOSED ELECTRIC METER
	PROPOSED TELEPHONE POLE
	PROPOSED CABLE POLE
	PROPOSED WATER VALVE
	PROPOSED GAS VALVE
	PROPOSED ELECTRIC TRANSFORMER
	PROPOSED TELEPHONE POLE
	PROPOSED CABLE POLE
	PROPOSED WATER VALVE
	PROPOSED GAS VALVE
	PROPOSED ELECTRIC TRANSFORMER
	PROPOSED TELEPHONE POLE
	PROPOSED CABLE POLE

**GENERAL NOTES**

- All work shall be in accordance with the specifications of the State of Maryland.
- All materials shall be of standard quality and shall be approved by the Engineer.
- All work shall be completed within the time specified in the contract.
- The Contractor shall be responsible for obtaining all necessary permits.
- The Contractor shall be responsible for protecting all existing utilities.
- The Contractor shall be responsible for maintaining access to all adjacent properties.
- The Contractor shall be responsible for maintaining the site in a safe and sanitary condition.
- The Contractor shall be responsible for removing all materials and equipment from the site.
- The Contractor shall be responsible for restoring the site to its original condition.



<p><b>ANNEXATION PLAT</b> FOR <b>ROGER L. &amp; IRIS A. WEBSTER</b></p> <p><small>NORTHERN DISTRICT OF CALIFORNIA, WASHINGTON COUNTY, MARYLAND</small></p>				
DATE	FILE NO.	SCALE	SHEET NO. 1 OF 1	



**SCALE**

1" = 2000'

# EXHIBIT B

## 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 (N 78° 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 (N 78° 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.

# 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 W. Davidson*

1-9-19  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_


\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

# Memorandum

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

**From:** William T. Holland 

**Date:** 8/28/2019

**Re:** Timber Crest SBY, LLC – Schumaker Lane Annexation

---

Attached is the completed package for the referenced annexation. Please have this scheduled for the City Council work session for Tuesday, September 3, 2019. Let me know if you have any questions.



# Memorandum

**To:** Amanda Pollack, Director, City of Salisbury Department of Infrastructure & Development  
**From:** Michael P. Sullivan, Esq.  
**Date:** 8/13/2019  
**Re:** *Fiscal Impact* – Timber Crest SBY, LLC; Annexation of Schumaker Lane Property

## Petition Requesting the City's Annexation of the Annexed Property:

Timber Crest SBY, LLC (“**Timber Crest**”) filed a Petition for Annexation (the “**Petition**”), dated March 28, 2019, with the City of Salisbury (the “**City**”), requesting the City annex the following parcels of lands:

A portion of that certain parcel of real property identified as Map 0038, Grid 0023, Parcel 0034, Lot 1 (Tax Account No. 05-050243) (“**Parcel 0034**”), consisting of 17,507 square feet of land (.40+/- acres), more or less (said portion of Parcel 0034 is hereinafter referred to as the “**Annexed Property**”).

If approved by the City Council, the City's annexation of the Annexed Property will add 0.40+/- 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 Annexed Property is estimated to have an annual net-positive fiscal impact on the City in the amount of \$4,114.32, once the Annexed Property is fully developed as planned by Timber Crest. This Memorandum is intended to summarize estimated costs the City will incur, and estimated revenues the City will generate, if the Annexed Property is annexed by the City and is fully developed as planned by Timber Crest.

## Costs Incurred by the City from the Annexation of the Annexed 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 Annexed Property, cost projections are limited solely to households added by this annexation; since the Annexed Property is planned for development of three (3) single-family homes, within the forty (40) lot single-family residential subdivision known as “Greystone Residential Community”, development of the Annexed Property (as planned) 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 property annexed by the City, 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 such annexed property is ultimately used or developed. In light of such considerations, as well as Timber Crest's current plans for development of the Annexed Property which consist of constructing three (3) single-family homes within the Annexed Property, the annual, total costs to the City arising from its annexation of the Annexed Property – once it is fully developed and occupied – are estimated to be approximately \$900.00+/-.

**Revenues to City from the Annexation of the Annexed Property:**

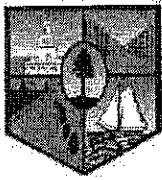
When land is annexed into the City it is immediately subject to the municipal real property tax levied by the City. The municipal real property tax is applied to the value of land and improvements located thereon. Under the City's FY2020 Budget, the municipal real property tax rate is set at \$0.9832 per \$100 of assessed value. Since the actual assessed value of the improvements Timber Crest has proposed for its development of the Annexed Property (i.e. three (3) single-family residential homes) is unknown, this Memorandum estimates the assessed value of each of the three (3) lots comprising the Annexed Property, as improved by a single-family residential home consistent with Timber Crest's development plans, to be \$170,000.00. Accordingly, once fully developed, the aggregate assessed value of the Annexed Property is estimated to be approximately \$510,000.00. 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 Annexed Property, once fully developed, is estimated to be \$5,014.32+/-.

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. The capacity fees the City will charge Timber Crest to connect the Annexed 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 Annexed Property once connected to the City's systems, 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 Annexed Property), this Memorandum undercounts the total revenue the City will ultimately realize from its annexation of the Annexed Property.

**Conclusion:**

Upon completion of Timber Crest's proposed development of the Annexed Property, the City's annexation of the Annexed Property is estimated to have an annual, net-positive fiscal impact to the City in the amount of approximately \$4,114.32+/-.





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

July 22, 2019

Greystone Residential Community  
Schumaker Lane  
Salisbury, Maryland

RE: Annexation Zoning-Greystone Residential Community  
Project #17-011  
Map 113-Parcel 1136  
City of Salisbury, Wicomico County, Maryland

Dear Mr. Iott,

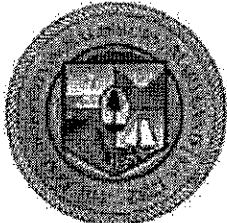
The Salisbury-Wicomico Planning Commission at its May 16, 2019 meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **R-8A Residential** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning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

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

Sincerely,

**Anne Roane**

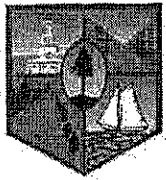
City Planner  
Department of Infrastructure & Development  
City of Salisbury  
125 North Division St. Room 202  
Salisbury, MD 21801  
410-548-3170



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

---

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



**Infrastructure and Development  
Staff Report**  
May 16, 2019

**I. BACKGROUND INFORMATION:**

Project Name: Greystone Residential Community  
Applicant/Owner: Timber Crest SBY, LLC  
Infrastructure and Development Case No.: 201900380  
Nature of Request: Zoning Recommendation for Annexation  
Location of Property: Schumaker Lane; Map #113; Grid #15; Parcels #1136  
Requested Zoning District: R-8A Residential

**II. SUMMARY OF REQUEST:**

**A. Introduction:**

The City Administration has referred the Greystone Residential Community – Schumaker Lane annexation located on the easterly side of Beaglin Park Drive to the Planning Commission for review and recommendation of an appropriate zoning designation. The property is located on the westerly side of Schumaker Lane and consists of 17,507 sq. ft. (.04 acres). (Attachments 1 & 2)

**B. Area Description:**

The requested annexation area consists of one parcel 17,507 sq. ft. in size and is currently undeveloped.

**III. ZONING ANALYSIS:**

**A. Existing Zoning:**

The annexation area and the adjoining County area is zoned R-8 Residential.

**B. City and County Plans.**

Both the city and county Comprehensive Plans designate this property and area as Medium-Density Residential.

**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.

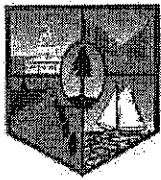
The information below summarizes the legal status of the plans currently in effect for Wicomico County and the City of Salisbury.

- 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.
- 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:

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



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

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 property will be used to accommodate a portion of a proposed 40 unit single family residential development. A preliminary subdivision of the proposed use was approved by the Planning Commission at its December 20, 2018 meeting. **(Attachments 3 & 4)**

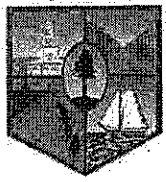
**B. Access:**

The newly created lots that utilize this parcel will have access from a new city street tentatively named Whispering Pines Court.

**C. Configuration and Design:**

The annexation area is rectangular in shape and adjoins the existing City boundaries along both the north and west property lines.

#### **V. ZONING RECOMMENDATION:**

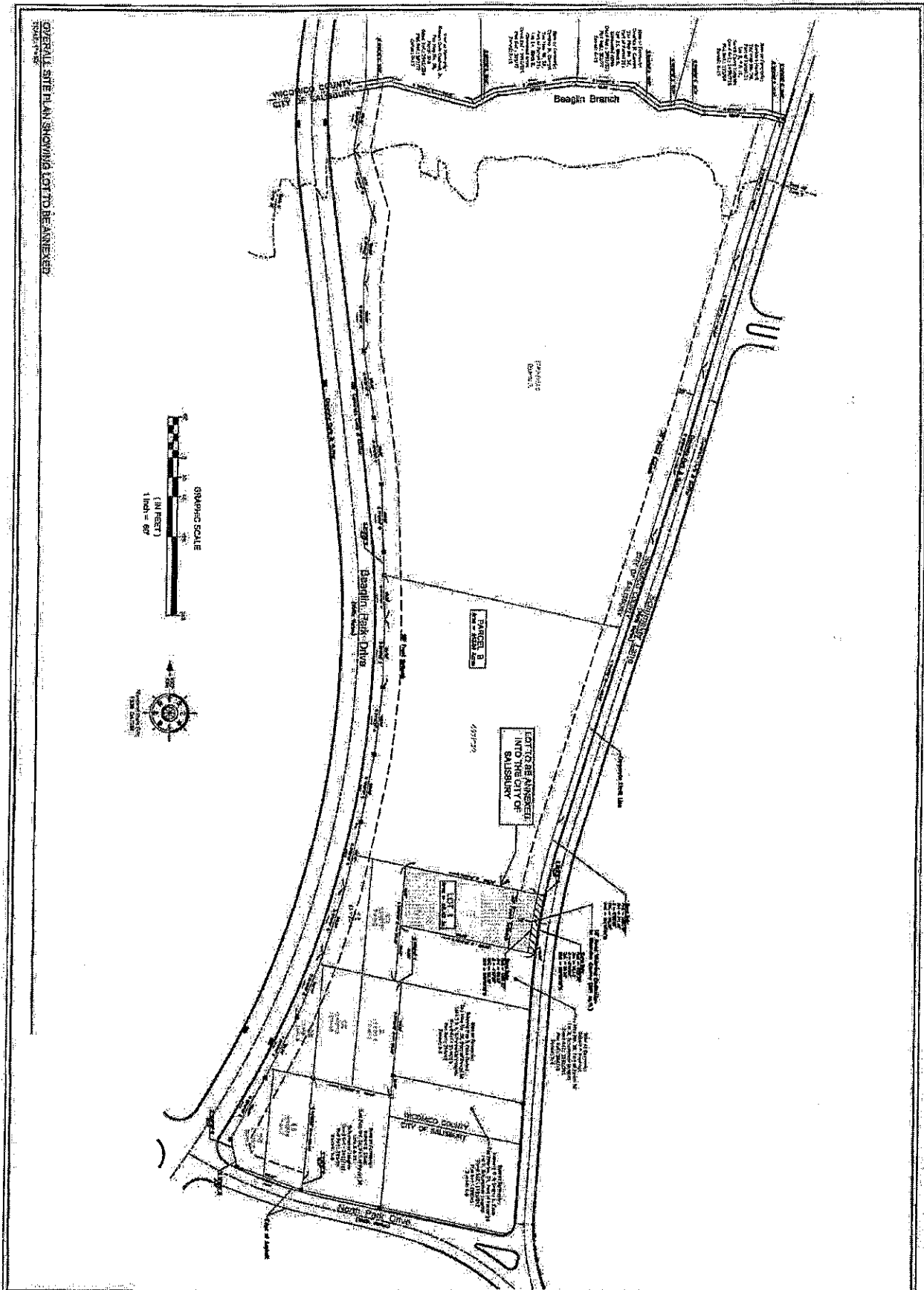


City of  
**Salisbury**  
Jacob R. Day, Mayor

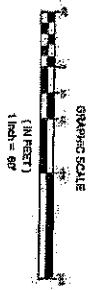
- A. The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned R-8 Residential in the County.

The adopted Salisbury Comprehensive Plan designates this property and area as "Medium-Density Residential", and the proposed use and requested zoning classification meet this designation by utilizing the R-8A Residential zoning, which is the zoning designation for adjoining city parcels. **(Attachment 5)**

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.



OVERALL SITE PLAN SHOWING LOTS TO BE ANNEXED



**C**  
**150**

**GREYSTONE**  
RESIDENTIAL COMMUNITY OF DISTINCTION  
SCHUMAKER LANE  
SALISBURY, MARYLAND

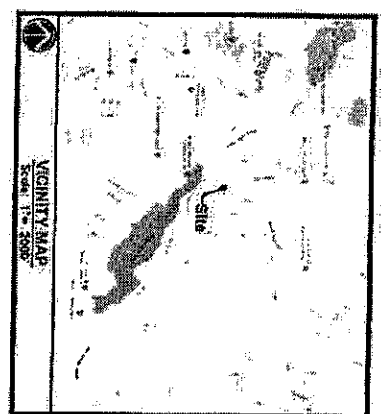
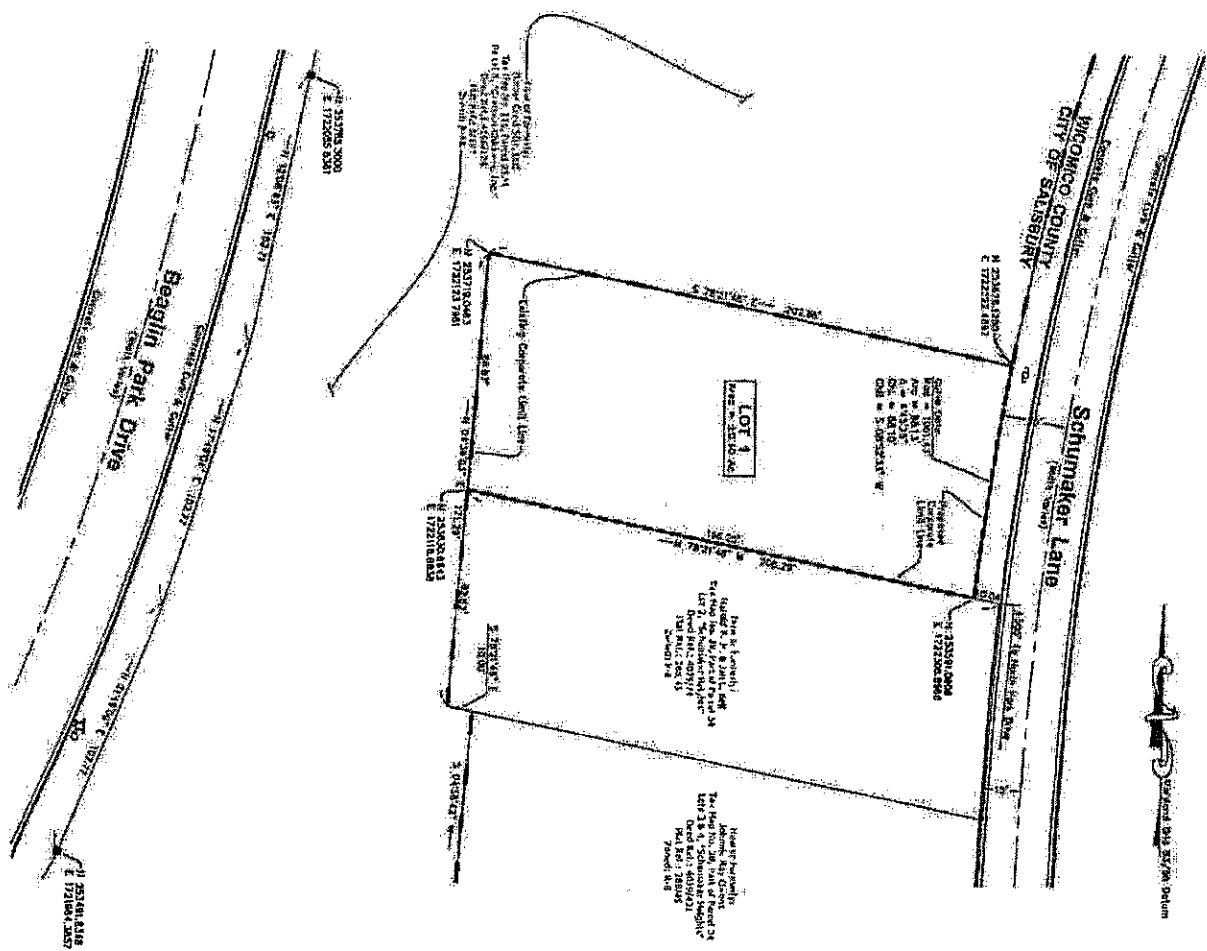
OVERALL SITE PLAN SHOWING PARCELS TO BE ANNEXED

**LOTT** ARCHITECTURE  
ENGINEERING  
AGENCIAS

110 PARKWOOD DR. SUITE 100 • SALISBURY, MARYLAND  
410.739.0200 • FAX 410.739.0201

1. CHECK FOR CONFLICTS WITH EXISTING UTILITIES AND RECORDS.  
2. VERIFY ALL PROPERTY LINES AND ADJACENT PARCELS.  
3. VERIFY ALL EASEMENTS AND RIGHTS OF WAY.  
4. VERIFY ALL ZONING AND REGULATORY REQUIREMENTS.  
5. VERIFY ALL RECORDS AND SURVEY DATA.

REVISIONS		
NO.	DATE	REMARKS



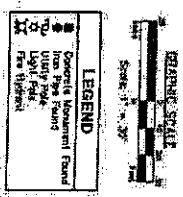
- NOTES**
1. OWNER: Cedar Hill, LLC  
1007 S. ...  
Salisbury, MD 21801
  2. Tax Map No. 3A, C&P 21, Part of Parcel 3A
  3. DWD Ref: 4109/134
  4. PAI Ref: 188/15
  5. Site Address: Schumaker Lane
  6. Zoning: R-8
  7. AREA: 37,267 sq ft (86.40 Acres)
  8. By actual field location and specific platting with the subject property, the boundary lines of the subject property are shown and the area is shown to be in accordance with the County of Wicomico, Maryland, Parcel Map No. 2005-0001-01, effective 11/1/2005.

**OWNER'S & SURVEYOR'S CERTIFICATION**

I, the undersigned, being a duly Licensed Professional Surveyor in the State of Maryland, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the property hereinabove described, and that the same is in accordance with the original survey as shown to me by the owner of the property hereinabove described.

OWNER: **Timber Crest SBY, LLC** DATE: \_\_\_\_\_

SURVEYOR: \_\_\_\_\_ DATE: \_\_\_\_\_



**PURPOSE STATEMENT**

This survey was conducted for the purpose of showing the location and extent of the subject property as shown to me by the owner of the property hereinabove described, and that the same is in accordance with the original survey as shown to me by the owner of the property hereinabove described.

Professional Seal: \_\_\_\_\_

Date Printed: 1/27/2018

**ANNEXATION PLAN**  
FOR A PORTION OF THE LANDS OF  
**TIMBER CREST SBY, LLC**  
LOT 1, "SCHUMAKER HEIGHTS"  
PARSONS ELECTION DISTRICT  
WICOMICO COUNTY, MARYLAND

REVISIONS	
Role	Issued for

**W. BRUCE WAGNER**  
PROPERTY LINE SURVEYOR, LLC

33915 Bob Smith Rd.  
Pittsville, MD 21850  
410-430-0287  
bwagnersurveying@gmail.com

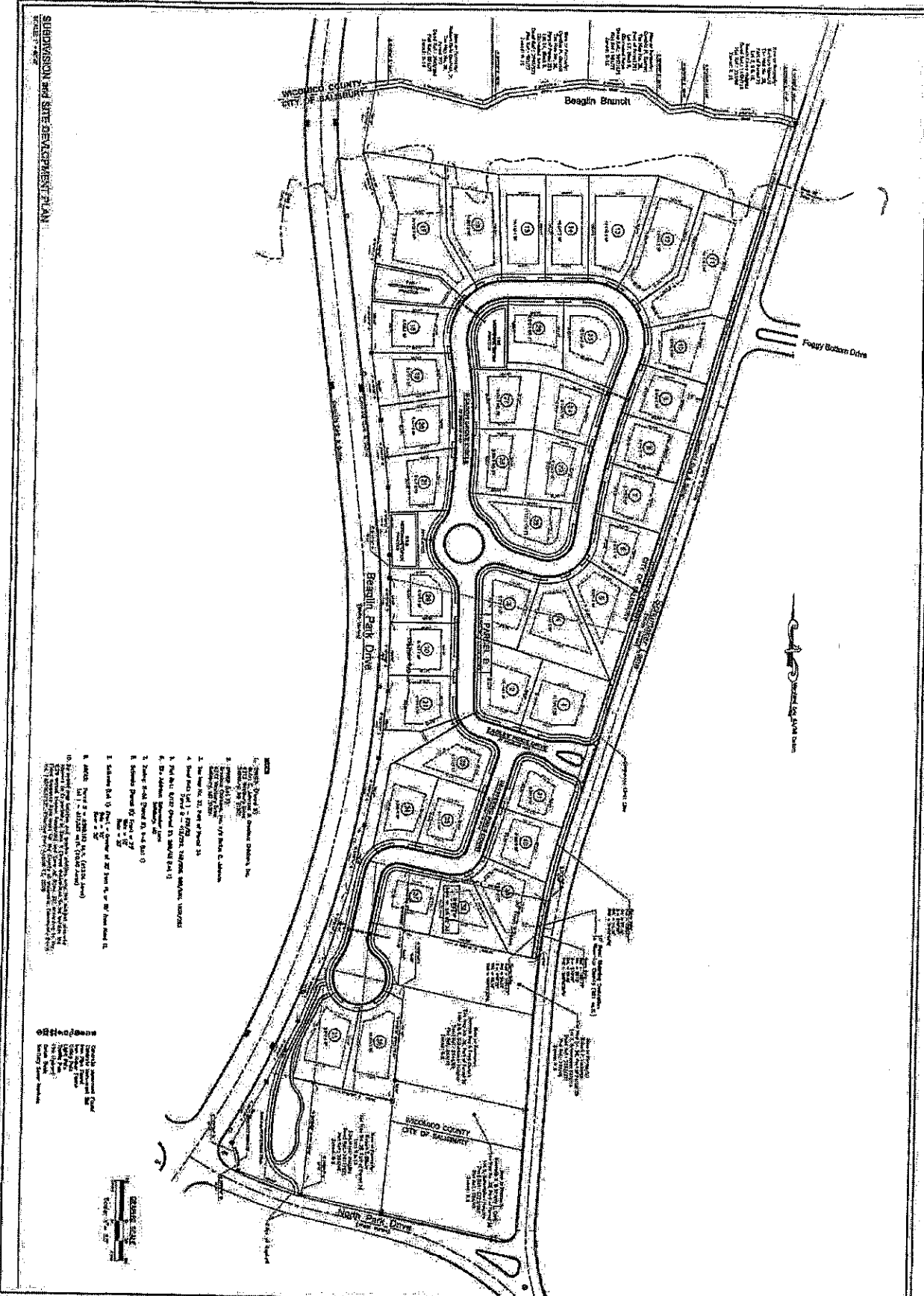


Sheet No. 1 of 1

Date: 1/27/2018

Scale: 1" = 200'

SUBDIVISION AND SITE DEVELOPMENT PLAN



1. Lot 1: 10,000 sq. ft. (23.23 acres)
2. Lot 2: 10,000 sq. ft. (23.23 acres)
3. Lot 3: 10,000 sq. ft. (23.23 acres)
4. Lot 4: 10,000 sq. ft. (23.23 acres)
5. Lot 5: 10,000 sq. ft. (23.23 acres)
6. Lot 6: 10,000 sq. ft. (23.23 acres)
7. Lot 7: 10,000 sq. ft. (23.23 acres)
8. Lot 8: 10,000 sq. ft. (23.23 acres)
9. Lot 9: 10,000 sq. ft. (23.23 acres)
10. Lot 10: 10,000 sq. ft. (23.23 acres)
11. Lot 11: 10,000 sq. ft. (23.23 acres)
12. Lot 12: 10,000 sq. ft. (23.23 acres)
13. Lot 13: 10,000 sq. ft. (23.23 acres)
14. Lot 14: 10,000 sq. ft. (23.23 acres)
15. Lot 15: 10,000 sq. ft. (23.23 acres)
16. Lot 16: 10,000 sq. ft. (23.23 acres)
17. Lot 17: 10,000 sq. ft. (23.23 acres)
18. Lot 18: 10,000 sq. ft. (23.23 acres)
19. Lot 19: 10,000 sq. ft. (23.23 acres)
20. Lot 20: 10,000 sq. ft. (23.23 acres)

**C**  
**200**

DATE: NOV 18, 2010  
 10:27:10 AM  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1" = 40'  
 SHEET NO. 200 OF 200

**GREYSTONE**  
 RESIDENTIAL COMMUNITY OF DISTINCTION  
 SCHUMAKER LANE  
 SALISBURY, MARYLAND  
 SUBDIVISION AND SITE DEVELOPMENT PLAN

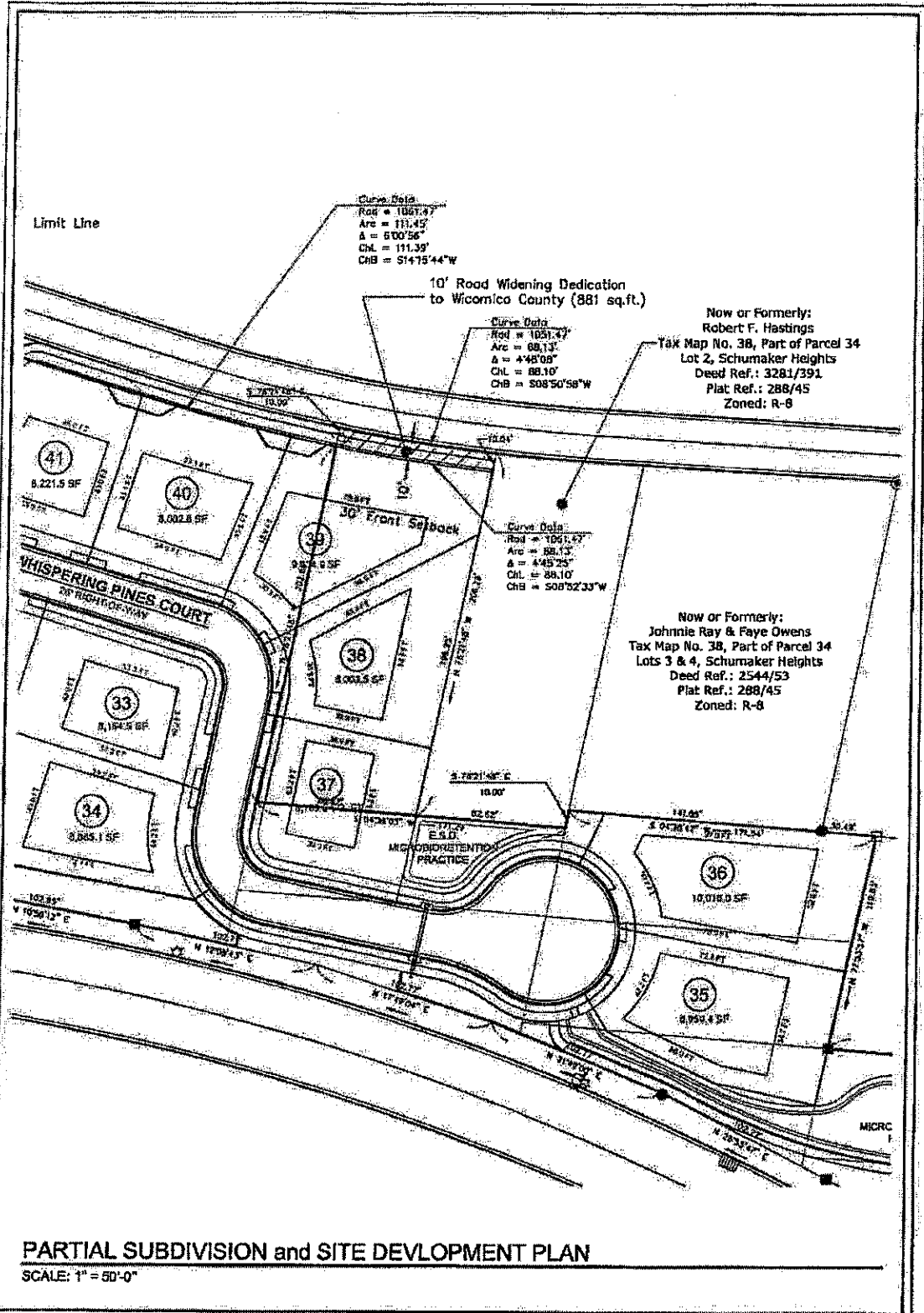
**IOTT** ARCHITECTURE  
 ENGINEERING  
 INCORPORATED  
 1000 W. 11th St. - Salisbury, Maryland  
 410-748-1118 • FAX: 410-748-1100

REVISIONS

NO.	DATE	REVISION

NO. DATE REVISION






**PARTIAL SUBDIVISION and SITE DEVELOPMENT PLAN**  
 SCALE: 1" = 50'-0"

DATE:
IOTT PROJ. NO.: 18-018
DESIGN BY: KI
DRAWN BY:
SCALE:
STAGE:
DWG. FILE:

**GREYSTONE**  
**RESIDENTIAL COMMUNITY**  
**TIMBERCREST LLC, DEVELOPER**  
**SALISBURY, MARYLAND**

	<b>ARCHITECTURE</b> <b>ENGINEERING</b> INCORPORATED
310 HAMMOND ST • SUITE 100 • SALISBURY, MARYLAND (410) 749-7229 • FAX (410) 749-1001	

Code of Ordinances > Chapter 17.200 - PATIO DWELLINGS



- > Chapter 17.204 - PLANNED DEVELOPMENTS
- > Chapter 17.208 - SEMIDETACHED DWELLINGS
- > Chapter 17.212 - SHOPPING CENTERS
- > Chapter 17.216 - SIGN STANDARDS
- > Chapter 17.220 - SPECIAL DEVELOPMENT STANDARDS
- > Chapter 17.224 - TOWNHOUSE DEVELOPMENT
- > Chapter 17.228 - AMENDMENTS AND REZONING
- > Chapter 17.232 - SPECIAL EXCEPTIONS
- > Chapter 17.236 - VARIANCES

STATUTORY REFERENCES FOR MARYLAND CITIES AND TOWNS

CROSS-REFERENCE TABLE

RESOLUTION LIST AND DISPOSITION TABLE

ORDINANCE LIST AND DISPOSITION TABLE

CODE COMPARATIVE TABLE AND DISPOSITION LIST modified

< 17.156.060 - Development standards.

Chapter 17.164 - R-5S, R-8S AND R-10S RESIDENTIAL DISTRICTS >

## Chapter 17.160 - R-5A, R-8A AND R-10A RESIDENTIAL DISTRICTS



### 17.160.010 - Purpose.



A.

Code of Ordinances

The purpose of the R-5A, R-8A and R-10A residential districts 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.

- B. Uses permitted in these districts include the uses in the R-5, R-8 and R-10 districts while providing for additional housing uses to meet the varied housing needs of the community. In accordance with this purpose, the following uses, standards and area regulations are established.

(Prior code § 150-27)

#### 17.160.020 - Permitted uses.

Permitted uses shall be as follows:

- A. Apartment building or project, in accordance with Chapter 17.168;
- B. Cluster development, in accordance with Chapter 17.176;
- C. Cultivation of land;
- D. Dwellings.
  - 1. Patio dwelling, in accordance with Chapter 17.200;
  - 2. Semidetached, in accordance with Chapter 17.208;
  - 3. Single-family detached,
  - 4. Two-family dwelling on a lot with a minimum of nine thousand (9,000) square feet of land area in an R-5A district; eleven thousand seven hundred (11,700) square feet of land in an R-8A district; and fifteen thousand (15,000) square feet of land in an R-10A district. All parking required for any two-family dwelling shall be in the rear yard three feet from all adjoining property lines;
- E. Firehouse;
- F. Park and playground, public and private, in accordance with Chapter

~~17.220~~  
Code of Ordinances



- G. School of general instruction, in accordance with Chapter 17.220;
- H. Townhouse, in accordance with Chapter 17.224;
- I. Group domiciliary care facilities.

(Ord. 1786 § 13 (part), 2000; Prior code § 150-28)

**17.160.030 - Uses permitted by special exception.**

Uses permitted by special exception shall be as follows:

- A. Care home, in accordance with Chapter 17.220;
- B. Church and other place of worship on a lot size of less than five acres, in accordance with Chapter 17.220, excluding bus storage and maintenance, cemetery, day-care center, school of general instruction and gymnasium as accessory uses;
- C. Church and other place of worship on a minimum lot of five (5) acres, in accordance with Chapter 17.220, including an activity building with offices and meeting rooms, cemetery, day-care center, school of general instruction and gymnasium as accessory uses;
- D. Day-care facilities for the elderly and handicapped.

E. Solar Farm.

(Ord. 1786 § 13 (part), 2000; Prior code § 150-29)

(Ord. No. 2410, 1-9-2017)

**17.160.040 - Uses permitted by ordinance permit.**

Uses permitted by ordinance permit by the city council shall be as follows:

- A. Day-care center or nursery school, in accordance with Chapter 17.220;
- B. Utility substation, in accordance with Chapter 17.220.

(Prior code § 150-30)

**17.160.050 - Accessory uses and structures.**

Code of Ordinances Accessory uses and structures shall be as follows:



- A. Cloister or clerical housing on the same lot with a church or other place of worship, meeting lot area and/or standards required for each individual use;
- B. Home occupation;
- C. Home office;
- D. Family day-care home;
- E. Office within an apartment or townhouse project solely for the purpose of ongoing management and rental or a temporary sales office in conjunction with model units until all units in the project have been sold;
- F. Private garages and other accessory uses normally associated with residential use, such as but not limited to detached home workshop, swimming pool, cabana, greenhouse, private studio and boathouse, all of which shall be incidental to the use of the property as a residence;
- G. Rental of guest rooms to not more than two roomers in a single-family detached dwelling on a minimum lot of five thousand (5,000) square feet which is occupied by a family related by blood, marriage or adoption, provided that one (1) additional parking space for each roomer shall be provided in the rear yard;
- H. Storage of recreational vehicles and boats on residential lots, limited to two in any combination, in back of the front building setback line, where such recreation vehicles and boats are for the use and enjoyment of the resident thereon;
- I. Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use.

(Prior code § 150-31)

### **17.160.060 - Development standards.**

Development standards for the R-5A, R-8A and R-10A residential districts shall be as follows:

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

Code of Ordinances<sup>1</sup>. All lots except for two-family dwellings:



District	Lot Area (square feet)
R-5A	5,000
R-8A	8,000
R-10A	10,000



2. Lots for two-family dwellings:

District	Lot Area (square feet)
R-5A	9,000
R-8A	11,700
R-10A	15,000



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

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

C. Height Limitations.

1. The height limitation for principal buildings and structures shall be forty (40) feet.
2. The height limitation for accessory buildings and structures shall not

Code of Ordinances exceed twenty (20) feet in height.



- D. Parking shall be provided in accordance with Chapter 17.196.
  - 1. No motor vehicle, whether operable or inoperable, shall be parked in the front yard of any residence unless the same shall be positioned in a driveway or designated parking area with continuous access to a public street.
  - 2. No outside storage of trucks or vans used in the conduct of business shall be permitted.
- E. No more than one principal use shall be permitted on an individual lot.
- F. Accessory Buildings and Structures.
  - 1. No part of any accessory building or structure shall be located closer than five feet to a front and side property line. On a corner lot, no accessory building shall be located closer than twenty-five (25) feet to a lot line of an abutting street.
  - 2. No accessory building or structure shall occupy more than fifty (50) percent of the required rear or side yard area.
  - 3. Swimming pools may be constructed in the rear yard or in a side or front yard on a corner lot, no closer than twenty-five (25) feet to any curblineline or property line if no curblineline exists; provided, that the combined total coverage of a swimming pool and all accessory buildings or structures, including those allowed to project into yards, shall not occupy more than seventy-five (75) percent of the required rear or side yard.
- G. Signs. All signs shall be in accordance with the provisions of Chapter 17.216.
- H. Landscaping or Screening.
  - 1. Either landscaping or screening shall be provided for all uses in accordance with the provisions of Chapter 17.220.
  - 2. In addition to the requirements of Chapter 17.220, all areas not devoted to building or required parking areas shall be landscaped as defined in Section 17.04.120 and maintained in accordance with Section 17.220.080.
- I. Related Requirements.

- Code of Ordinances
1. The provisions of Chapter 17.04, Article IV, where applicable, shall apply to all uses and structures relative to vision at intersections, height exceptions, yard exceptions, fences and walls, airport height limitations and historic or religious monuments, markers or shrines.
  2. Projections into yards may be allowed in accordance with the provisions of Chapter 17.04, Section 17.04.230.

(Ord. 1952 (part), 2005; Ord. 1774 (part), 2000; Ord. 1720 (part), 1999; Ord. 1599 § 16 (part), 1995; prior code § 150-32)

< 17.156.060 - Development standards.

Chapter 17.164 - R-5S, R-8S AND R-10S RESIDENTIAL DISTRICTS >





**A R C H I T E C T U R E  
E N G I N E E R I N G  
I N C O R P O R A T E D**

March 28, 2019

William Holland  
City of Salisbury Infrastructure and Development  
125 North Division Street  
Salisbury, Maryland

Re: Annexation Request  
Greystone Residential Community  
Salisbury, Maryland  
Iott File No.: 16-018

Dear Mr. Holland,

On behalf of Timber Crest SBY, LLC we respectfully request that Lot 1 shown on the attached Annexation Plan be annexed into the City of Salisbury. This lot is contiguous with Tax Map 116, Parcel 2524 Parcel B, currently owned by Timber Crest SBY, LLC. Lot 1 will comprise all or portions of Lots 37, 38 and 39 of the proposed Greystone Subdivision as shown on the attached Partial Site Development Plan,.

As you are aware, we have received Preliminary Site Plan Approval from the Planning Commission for Greystone and are currently working toward completion of our site engineering packages.

Thank you in advance for your consideration of this request.

Respectfully,

Keith Iott PE, RA

Member, Timber Crest SBY, LLC

President  
Iott Architecture & Engineering, Inc.

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**RESOLUTION NO. 2974**

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 "Timber Crest SBY, LLC – Schumaker Lane Annexation" beginning for the same at a point on the westerly side on Schumaker Lane near the northeasterly corner of Lot 1 of the lands of Timber Crest SBY, LLC being part of Parcel 0034, Lot 1, continuing around the perimeter of the affected property in a rectangular shape to the point of beginning.

WHEREAS the City of Salisbury received a petition to annex dated March 28, 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 "Timber Crest SBY, LLC – Schumaker Lane Annexation" beginning for the same at a point on the Corporate Limit of the City of Salisbury and also being on the westerly side on Schumaker Lane near the northeasterly corner of Lot 1 of the lands of Timber Crest SBY, LLC being part of Parcel 0034, Lot 1, continuing around the perimeter of the affected property in a rectangular shape to the point of beginning; and

WHEREAS the City of Salisbury has caused to be made a certification of the signatures on said petition for annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of August 15, 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 March 28, 2019, meets all the  
32 requirements of the law; and

33 WHEREAS the public hearing is scheduled for \_\_\_\_\_, 2019 at 6:00  
34 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 so as to annex to and include within said City all that parcel of land together  
38 with the persons residing therein and their property, contiguous to and binding upon the  
39 southerly Corporate Limit of the City of Salisbury beginning for the same at a point on the  
40 Corporate Limit, said point beginning for the same at a point on the westerly side on  
41 Schumaker Lane near the northeasterly corner of Lot 1 of the lands of Timber Crest SBY,  
42 LLC being part of Parcel 0034, Lot 1, continuing around the perimeter of the affected  
43 property in a rectangular shape to the point of beginning, and being more particularly  
44 described on **Exhibit A** attached hereto, and made a part hereof.

45 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the annexation  
46 of the 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 p.m.

54 in the Council Chambers at the City-County Office Building and the City Administrator shall  
55 cause a public notice of time and place of said hearing to be published not fewer than two  
56 (2) times at not less than weekly intervals, in at least one newspaper of general circulation  
57 in the City of Salisbury, which said notice shall specify a time and place at which the Council  
58 of the City of Salisbury will hold a public hearing on the Resolution, which date shall be no  
59 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 Kimberly R. Nichols,  
71 City Clerk

\_\_\_\_\_

John R. Heath,  
Council President

72  
73 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2019.

74  
75 \_\_\_\_\_  
76 Jacob R. Day,  
77 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) # PART OF PARCEL 34  
DEED REF. 4166/104  
PLAT REF. 288/45

Map # 38 GRID 23

SIGNATURE (S)

<u>[Signature]</u>	<u>3.28.2019</u>
FOR TIMBERCREST 587, LLC	Date
_____	Date
_____	Date
_____	Date



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

CERTIFICATION

SCHUMAKER LANE – TIMBER CREST SBY, LLC 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 cursive script, appearing to read "Leslie C. Sherrill".

Leslie C. Sherrill  
Surveyor

Date: 8/15/19

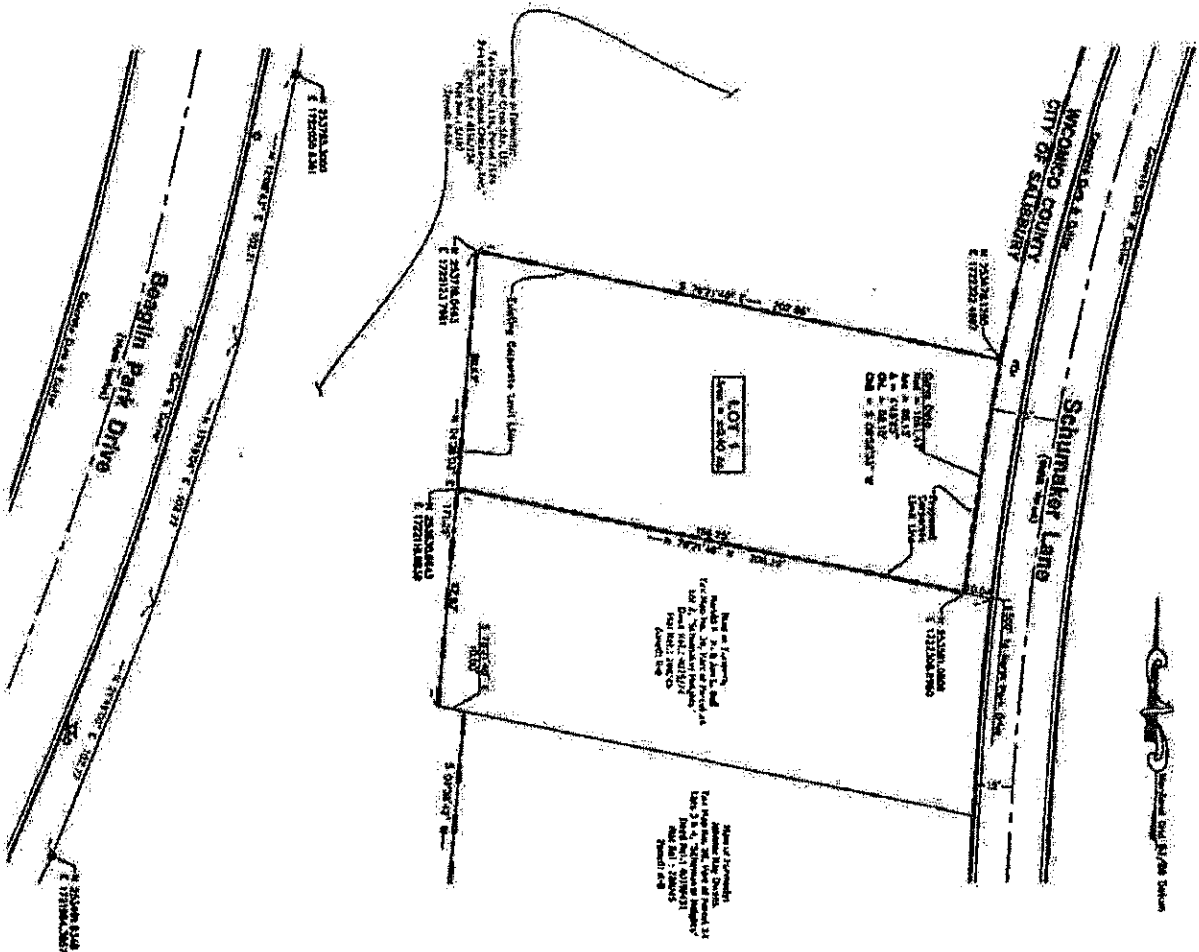
Schumaker Lane – Timber Crest SBY LLC Annexation - Certification.doc

## Exhibit A

### SCHUMAKER LANE – TIMBER CREST SBY, LLC PROPERTY

Beginning for the same at a point on the westerly side on Schumaker Lane near the northeasterly corner of Lot 1, "Timber Crest Subdivision". Said point also being at a corner of the existing Corporate Limits Line of the City of Salisbury, MD X 1,209,902.83 Y 192,928.21 (1) Thence by and with the said Corporate Limits Line North seventy-eight degrees thirty-eight minutes six seconds West (N 78° 38' 06" W) two hundred ten decimal zero, nine (210.09) feet to a point at the northwesterly corner of the said Lot 1. X 1,209,696.86 Y 192,969.61 (2) Thence continuing by and with the said Corporate Limits Line South four degrees five minutes fifty-six seconds West (S 4° 5' 56" W) eighty-eight decimal two, one (88.21) feet to a point on the southerly line of the said Lot 1. X 1,209,690.55 Y 192,881.62 (3) Thence by and with the said line of Lot 1 South seventy-eight degrees twenty-one minutes forty-eight seconds East (S 78° 21' 48" E) two hundred six decimal three, six (206.36) feet to a point on the former right of way line of Schumaker Lane. X 1,209,892.67 Y 192,840.00 (4) Thence North six degrees thirty-four minutes four seconds East (N 06° 34' 04" W) eighty-eight decimal seven, nine (88.79) feet to the point of beginning.

Annexation containing 0.421 acres, more or less.



**LEGEND**

- Existing Survey Line
- Proposed Survey Line
- Utility Pole
- Easement

**PLANNED STATEMENT**

This statement is prepared in accordance with the provisions of the Maryland Code, Title 86, Subtitle 3, Section 86-301. It is intended to provide information to the public regarding the proposed survey and the location of the proposed survey line.

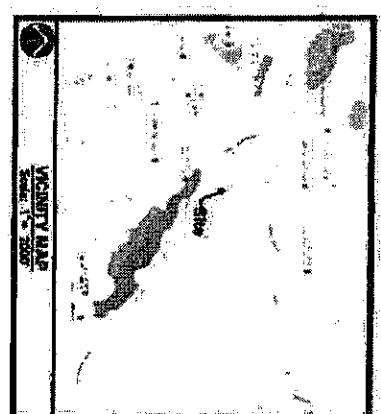
**OWNER'S & SURVEYOR'S CERTIFICATION**

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey and that the same was made by me or under my direct supervision and in my presence.

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

- NOTES**
1. Dashed lines show the location of the proposed survey line.
  2. The top line is the old 24' wide easement.
  3. The bottom line is the old 24' wide easement.
  4. The middle line is the old 24' wide easement.
  5. The middle line is the old 24' wide easement.
  6. The middle line is the old 24' wide easement.



**ANNEXATION PLAN**  
**FOR A PORTION OF THE LANDS OF**  
**TIMBER CREST SBY, LLC**  
**LOT 1, "SCHUMAKER HEIGHTS"**  
**PARSONS ELECTION DISTRICT**  
**WICOMICO COUNTY, MARYLAND**

REVISIONS	
Date	Issued For

**W. BRUCE WAGNER**  
**PROPERTY LINE SURVEYOR, LLC**  
 33915 Bob Smith Rd.  
 Pittsville, MD 21850  
 410-430-0287  
 bwagnerurveying@gmail.com

Drawn By: \_\_\_\_\_  
 Checked By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Scale: \_\_\_\_\_



## Exhibit B

### TIMBER CREST SBY, LLC – SCHUMAKER LANE 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 *Timber Crest SBY, LLC*, a Maryland limited liability company (“Timber Crest”) (the City and Timber Crest are hereinafter referred to collectively as the “Parties”).

#### RECITALS

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

WHEREAS, Timber Crest is the fee simple owner of that certain real property situate in Parsons Election District, Wicomico County, Maryland and identified as Map 0038, Grid 0023, Parcel 0034, Lot 1 on the Tax Records of the State of Maryland, having a State of Maryland Tax Identification Number of 05-050243, consisting of approximately 18,480 square feet of land, more or less, being all that same real property described as “L-1 18,480SQFT, W/S SCHUMAKER LANE, R JOHNSON & GRACIOUS CHICKENS INC”, and further being, in all respects, all that real property described as “Item One” in a Deed, dated May 4, 2017, from Gracious Chickens, Inc., *et al.* unto Timber Crest, recorded among the Land Records of Wicomico County in Liber 4166, Folio 0124 (said real property is hereinafter referred to as the “Annexed Property”);

WHEREAS, approximately 17,507 square feet (0.40 acres), more or less, of the Annexed Property is located within Wicomico County, Maryland and outside the municipal boundaries of the City, as more particularly depicted and described as “LOT 1” on a plat entitled “Annexation Plan for a Portion of the Lands of Timber Crest SBY, LLC, Lot 1, ‘Schumaker Heights’, Parsons Election District Wicomico County, Maryland”, dated March 17, 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 W. Bruce Wagner, Property Line Surveyor, LLC and intended to be recorded among the Plat Records of Wicomico County, Maryland upon the City’s annexation of the Annexed 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 “Annexed Property Description”);

WHEREAS, as shown on the Annexation Plat, the Annexed Property is a 17,507+/- square feet (.40+/- acres) site located on the westerly side of Schumaker Lane, and the northerly property line and the rear property line of the Annexed Property are each contiguous and adjacent to the present municipal boundaries of the City;

WHEREAS, to effectuate the City’s annexation of the Annexed Property, Timber Crest filed a Petition for Annexation of the Annexed Property (the “Petition”) (a copy of the Petition is attached hereto and incorporated herein as *Exhibit C*);

WHEREAS, as of the date and year first above written, Timber Crest is the owner and interest holder of one hundred percent (100%) of the assessed value of the Annexed Property, being all that real property to be annexed by the City as contemplated by this Agreement;

WHEREAS, the Annexed Property is intended to comprise all or portions of Lots 37, 38 and 39 of a Forty (40) lot single-family residential subdivision known as “Greystone Residential Community” (the “Greystone Subdivision”) (*see* the “Partial Site Development Plan for the Greystone Subdivision” attached hereto and incorporated herein as *Exhibit D* (the “Partial Site Development Plan”)), which shall be depicted on the final subdivision plat for the Greystone Subdivision to be prepared by Timber Crest and filed with the City in accordance with all applicable requirements of the Salisbury Municipal Code (the “City Code”);

**WHEREAS**, upon the City's annexation of the Annexed Property, and subject to approval of the final subdivision plat for the Greystone Subdivision, the Annexed Property will be used to accommodate Timber Crest's development of the Greystone Subdivision;

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

**WHEREAS**, following Timber Crest'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 Annexed Property upon its annexation by the City;

**WHEREAS**, at its May 16, 2019 meeting, the Planning Commission unanimously approved zoning the Annexed Property as "R-8A" upon its annexation by the City, on the basis the R-8A zoning designation is the same zoning designation for adjoining parcels located within the municipal limits of the City, and, furthermore, because the R-8A zoning designation is consistent with Timber Crest's proposed use of the Annexed Property for development of the Greystone Subdivision as well as the land use policies set forth in the City's Comprehensive Plan;

**WHEREAS**, without annexation, the Annexed Property is ineligible to receive City services, including municipal water and sanitary sewer utility service, which is required for approval of the final subdivision plat for the Greystone Subdivision and Timber Crest's development of the Greystone Subdivision;

**WHEREAS**, the City agrees to annex the Annexed Property, provided Timber Crest 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 Timber Crest's development and use of the Annexed Property or any portion thereof;

**WHEREAS**, the City has held all public hearings regarding the proposed annexation of the Annexed 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 Annexed 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 Annexed 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 Annexed Property is hereinafter referred to as the "**Annexation Resolution**"). The City's annexation of the Annexed 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 Annexed Property.

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

(a) When reviewing any development plan submitted for or relating to the Annexed Property or any portion thereof, including, expressly, the Partial Site Development Plan (*see Exhibit D*) and/or any plat or plan for the subdivision and/or development of the Greystone Subdivision, 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 Annexed Property granted by any commission, board, body or agent of the City or any other government agency having jurisdiction over the Annexed 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 Annexed 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 Annexed 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 Annexed Property or interfere with Timber Crest's vested rights in and to the Annexed 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 Timber Crest.**

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

(b) Timber Crest represents and warrants to the City as follows: (i) Timber Crest has the full power and authority to execute this Agreement; (ii) Timber Crest is the sole, fee simple owner of the Annexed 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 Annexed Property, as of the date and year first above written; and, (iii) to the best of Timber Crest's knowledge and belief there is no action pending against or otherwise involving Timber Crest and/or the Annexed Property which could affect, in any way whatsoever, Timber Crest's right and authority to execute this Agreement.

(c) The Parties expressly acknowledge and agree Timber Crest will receive a benefit from the City's annexation of the Annexed Property; accordingly, by its execution of this Agreement, Timber Crest expressly waives and relinquishes any and all rights or claims it has, or may have, to withdraw its consent to the City's annexation of the Annexed Property or any portion thereof; and, furthermore, neither Timber Crest nor any of its agents or representatives shall petition the Annexation Resolution to referendum. The Parties expressly agree the waiver and relinquishment made by Timber Crest under this Section 3(b) represents material consideration received by the City for its annexation of the Annexed 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 Annexed 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 Annexed Property, the Annexed 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 Annexed Property shall be zoned R-8A.

6. **Municipal Services.**

(a) Subject to the obligations of Timber Crest under Sections 9(f)(i)-(ii), the City agrees to provide all necessary municipal services required for Timber Crest's development and/or use of the Annexed 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 Annexed 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 Timber Crest in accordance with the City's applicable policies and procedures. Notwithstanding any term to the contrary set forth herein, Timber Crest expressly acknowledges and agrees that no public water or wastewater capacity for any existing use(s) or any future development of the Annexed Property shall be allocated or otherwise reserved by the City unless and until Timber Crest 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. Timber Crest shall not be obligated to pay any capacity fee(s) or to connect any portion of the Annexed Property to the City's water and/or wastewater systems until the earlier occurrence of: (i) Timber Crest's election to connect the Annexed 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 Annexed 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 its sole cost and expense, Timber Crest shall install City Boundary Markers at the boundary lines of the Annexed Property to identify the new, enlarged municipal boundaries of the City resulting from the annexation of the Annexed Property. Within ninety (90) days from the date the forty-five (45) day referendum period for the Annexation Resolution expires, Timber Crest 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) In the event Timber Crest fails to perform its obligations under Section 8(a), then, after the expiration of the ninety (90) day period provided in Section 8(a), Timber Crest 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 Timber Crest under Section 8(a), whichever amount is greater.

9. **Development Considerations.**

(a) **Fees & Costs.** Timber Crest 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 Annexed Property, the publication of any public notice(s) for or in connection with the City's annexation of the Annexed Property, and/or any other matter relating to or arising from the City's annexation of the Annexed Property, as determined by the City in its sole discretion. The City shall invoice Timber Crest for all costs to be paid by Timber Crest under this Section

9(a); and Timber Crest shall make payment of all amounts due and owing the City under this Section 9(a) within fifteen (15) days of Timber Crest's receipt of any invoice from the City.

**(b) Development of Annexed Property.** Timber Crest shall develop the Annexed 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 Area Improvement; Road Improvements; Stormwater Management; Sewer Service.** Timber Crest agrees to install sidewalks along the full public road frontage of the Annexed Property and to install pedestrian walkways along and within the Annexed Property in such a manner and to such an extent as determined by the City's I&D Department.

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

- (i)** Prior to Timber Crest submitting or filing any application or request with the City for issuance of any permit relating to the development of the Annexed Property (including an application for a building permit), or upon the expiration of one hundred twenty (120) days from the effective date of the Annexation Resolution, whichever occurs first, Timber Crest shall pay a non-refundable development assessment to the City in the amount of Four Thousand Fifty-Five Dollars and 00/100 (\$4,055.00) (the "**Development Assessment**"). It is expressly acknowledged by the Parties that Timber Crest'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 Timber Crest fails to pay the Development Assessment in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, 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 Annexed 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 in 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 development of the Annexed Property; **(B)** any impact fee(s) levied or imposed by Wicomico County or the City; **(C)** and/or, any other charge(s) or fee(s) the City may assess against Timber Crest and/or the Annexed Property in accordance with this Agreement and/or any applicable law(s) or regulation(s) governing the development or use of the Annexed Property or any portion thereof.

**(e) Community & Environmental Design.** Timber Crest expressly acknowledges and agrees that any development plan for the Annexed Property shall comply with all conditions imposed by the I&D Department and/or the Planning Commission in connection with Timber Crest's development of the Greystone Subdivision, inclusive of the Annexed Property.

**(f) 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 Annexed Property. Accordingly, at its sole cost and expense, Timber Crest 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 Annexed Property, including any future development thereof, subject to all applicable City standards and specifications. Timber Crest further acknowledges and agrees the water and wastewater sewer utility facilities designed and constructed in accordance with this Section 9(f)(i) shall be oversized in the manner and to the extent determined by the Director of the City's I&D Department.
- (ii)** Timber Crest's design and construction of the facilities required for the extension and service of public water and wastewater utilities to the Annexed Property shall be governed by the terms and conditions of a Public Works Agreement by and between Timber Crest and the City (the "PWA"), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective. Notwithstanding any term to the contrary set forth herein, no permit may be issued to Timber Crest, or any party acting for or on its behalf, for any work associated with the development of the Annexed Property and/or any other portion of the Greystone Subdivision, until the PWA is executed by the Parties.

**10. RECORD PLAT.** Timber Crest shall provide the City with a copy of the final record plat for any subdivision and/or development of, on or within the Annexed Property or any portion thereof.

**11. NOTICES.** All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof: **(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 Timber Crest shall be addressed to, and delivered at, the following addresses:

Timber Crest SBY, LLC  
c/o Keith Iott, PE, RA  
310 Hammond Street  
Salisbury, Maryland 21804

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 Annexed Property.** Timber Crest expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any subdivision, development and/or use of the Annexed 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 Annexed 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 Annexed Property, including any subdivision of the Annexed Property 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 Annexed 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 Annexed Property, or any portion thereof, and/or any subdivision of the Annexed 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 Annexed 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 it is given.

(e) **Development of Annexed Property as a Private Undertaking.** The Parties expressly acknowledge and agree: (i) any development or use of the Annexed Property, or any portion thereof, is a private undertaking by Timber Crest; (ii) neither the City nor Timber Crest 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 Annexed 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 Timber Crest to any purchaser of the Annexed 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 Annexed 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), Timber Crest shall not transfer, or pledge as security for any debt or obligation, any of its interest in or to all or any portion of the Annexed 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. Timber Crest shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Timber Crest of any of its interests in and to the Annexed Property or any portion thereof.

(i) **Express Condition.** The obligations of Timber Crest under this Agreement shall be contingent upon the annexation of the Annexed Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of Timber Crest independent of its ownership of the Annexed Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, Timber Crest expressly acknowledges and agrees its obligations under Section 9(a) are not contingent or otherwise conditioned upon the City's annexation of the Annexed Property, and such obligations shall be binding upon Timber Crest and enforceable by the City against Timber Crest, and/or any of Timber Crest'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 Timber Crest. This Agreement and all terms and conditions contained herein, shall run with the Annexed Property, and all portions thereof, and shall be binding upon and inure to the benefit of the Parties and 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 its 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 Annexed Property or any portion thereof.

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

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

(t) **Cooperation.** Each of Timber Crest and the City agree to cooperate with one another, to the extent necessary, to facilitate the issuance of any permit from a non-party government agency which is required for Timber Crest's development of the Annexed Property.

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

***[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:**

**"Timber Crest":**

**Timber Crest SBY, LLC**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Keith Iott, Authorized Representative

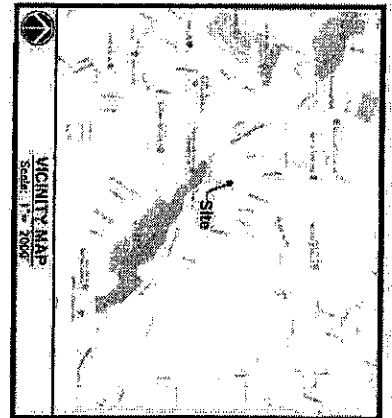
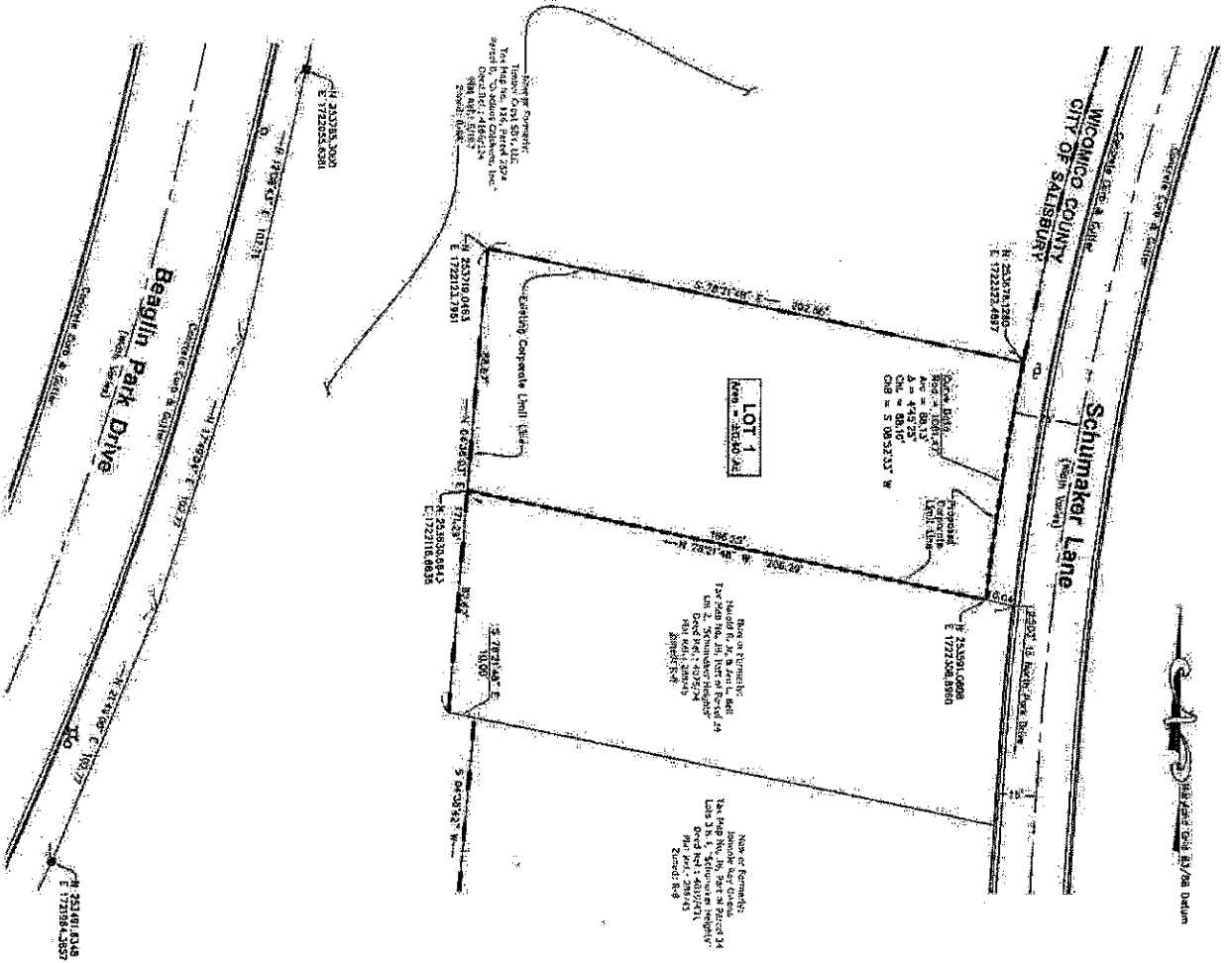
**THE "CITY":**

**City of Salisbury, Maryland**

\_\_\_\_\_

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

# Exhibit A Annexation Plat



- NOTES**
1. OWNER: Timber Crest SBY, LLC  
 1007 Sandstone Court  
 Salisbury, MD 21804
  2. Tax Map No. 28, Grid E5, Part of Parcel 3A
  3. Date Plat: 10/27/2011
  4. Plat No.: 285/15
  5. Site Address: Schumaker Lane  
 Salisbury, MD
  6. Zoning: R-8
  7. AREA: 0.1600 ac (6,840 Area)
  8. BE: Beaglin Park Drive and graphic platting only, the subject property is shown on the attached plat, as shown on the attached plat, and to show the location of Lot 1, as shown on the attached plat.

**OWNERS' & SURVEYORS CERTIFICATION**

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original plat, as shown on the attached plat, and to show the location of Lot 1, as shown on the attached plat, and to show the location of Lot 1, as shown on the attached plat.

**OWNER:** Timber Crest SBY, LLC  
 DATE: \_\_\_\_\_

**SURVEYOR:** W. Bruce Wagner  
 P.E. No. 470, Renewal Date: 01/03/2011  
 DATE: \_\_\_\_\_

**W. BRUCE WAGNER**  
 PROPERTY LINE SURVEYOR, LLC  
 33915 Bob Smith Rd.  
 Pittsville, MD 21850  
 410-430-0287  
 bwagnersurveying@gmail.com

**REVISIONS**

Date	Issued for

**ANNEXATION PLAN**  
**FOR A PORTION OF THE LANDS OF**  
**TIMBER CREST SBY, LLC**  
**LOT 1, "SCHUMAKER HEIGHTS"**  
**PARSONS ELECTION DISTRICT**  
**WICOMICO COUNTY, MARYLAND**



**APPROVED BY:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

Exhibit B

SCHUMAKER LANE – TIMBER CREST SBY, LLC PROPERTY

Beginning for the same at a point on the westerly side on Schumaker Lane near the northeasterly corner of Lot 1, "Timber Crest Subdivision". Said point also being at a corner of the existing Corporate Limits Line of the City of Salisbury, MD X 1,209,902.83 Y 192,928.21 (1) Thence by and with the said Corporate Limits Line North seventy-eight degrees thirty-eight minutes six seconds West (N 78° 38' 06" W) two hundred ten decimal zero, nine (210.09) feet to a point at the northwesterly corner of the said Lot 1. X 1,209,696.86 Y 192,969.61 (2) Thence continuing by and with the said Corporate Limits Line South four degrees five minutes fifty-six seconds West (S 4° 5' 56" W) eighty-eight decimal two, one (88.21) feet to a point on the southerly line of the said Lot 1. X 1,209,690.55 Y 192,881.62 (3) Thence by and with the said line of Lot 1 South seventy-eight degrees twenty-one minutes forty-eight seconds East (S 78° 21' 48" E) two hundred six decimal three, six (206.36) feet to a point on the former right of way line of Schumaker Lane. X 1,209,892.67 Y 192,840.00 (4) Thence North six degrees thirty-four minutes four seconds East (N 06° 34' 04" W) eighty-eight decimal seven, nine (88.79) feet to the point of beginning.

Annexation containing 0.421 acres, more or less.

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

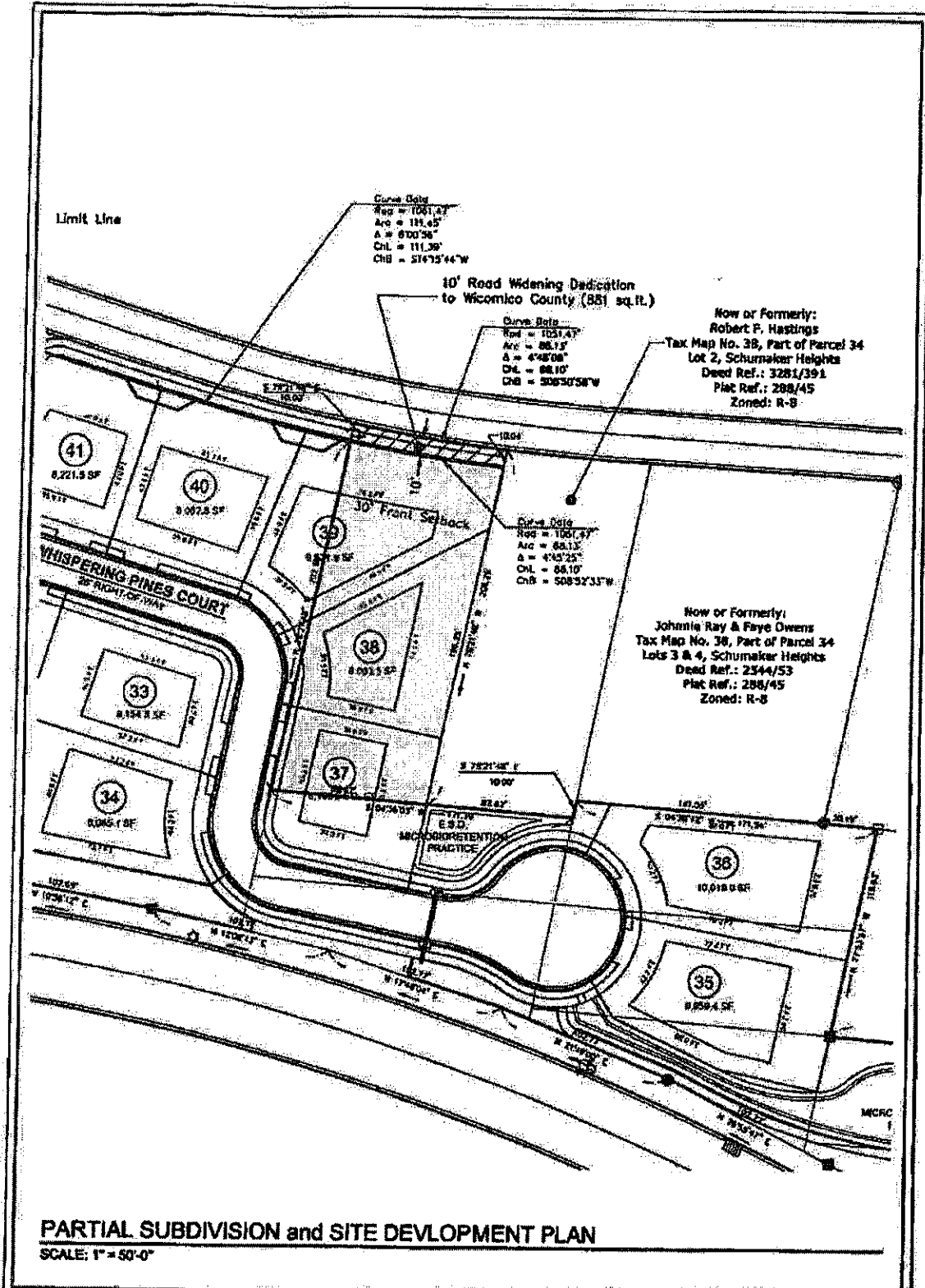
I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # PART OF PARCEL 3A  
DEED REF. 4166/124  
PLAT REF. 288/45  
Map # 38 GRID 23

SIGNATURE (S)

<u>[Signature]</u>	<u>3.28.2019</u>
<u>FOR TIMBERCREST FERT, LLC</u>	Date
_____	Date
_____	Date
_____	Date

Exhibit D



DATE:
NOTT PROJ. NO.: 19-018
DESIGN BY: NI
DRAWN BY:
SCALE:
STAGE:
DWG. FILE:

**GREYSTONE**  
**RESIDENTIAL COMMUNITY**  
**TIMBERCREST LLC, DEVELOPER**  
**SALISBURY, MARYLAND**

	<b>ARCHITECTURE</b> <b>ENGINEERING</b> <b>INCORPORATED</b>
318 HAMELVOND ST. • SUITE 180 • SALISBURY, MARYLAND (410) 749-7229 • FAX (410) 749-0001	

## Exhibit C

### ANNEXATION PLAN FOR THE TIMBER CREST SBY, LLC – SCHUMAKER LANE ANNEXATION TO THE CITY OF SALISBURY

August 12, 2019

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

- At a Work Session of the City of Salisbury Mayor and City Council, held on May 6, 2019, the Salisbury City Council (the "**City Council**") reviewed the Petition for Annexation (the "**Annexation Petition**") submitted by Timber Crest SBY, LLC ("**Timber Crest**"), dated March 28, 2019, which requested the City of Salisbury, Maryland (the "**City**") annex the following property:
  - A portion of that certain parcel of real property identified as Map 0038, Grid 0023, Parcel 0034 (Tax Account No. 05-050243) ("**Parcel 0034**"), consisting of 17,507 square feet of land (.40+/- acres), more or less (said portion of Parcel 0034 is hereinafter referred to as the "**Annexed 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 Annexed Property and unanimously approved a recommendation to the City Council that the Annexed Property be zoned "R-8A" upon its annexation by the City.
- On \_\_\_\_\_, 2019, a Regular Meeting of the City of Salisbury Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City's annexation of the Annexed Property (said Resolution is hereinafter referred to as the "**Annexation Resolution**"), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City's annexation of the Annexed Property, as requested by the Annexation Petition submitted by Timber Crest. Furthermore, at the \_\_\_\_\_ 2019, Regular Meeting of the City of Salisbury Mayor and City Council, the City Council directed that this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, within thirty (30) days of the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

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

**1.1. Petitioners for Annexation of the Annexed Property.** The party which filed the Annexation Petition requesting the City annex the Annexed Property is Timber Crest SBY, LLC, a Maryland limited liability company, having a principal office address of 310 Hammond Street, Salisbury, Maryland 21804.

**1.2. Location.** The Annexed Property is located on the westerly side of Schumaker Lane and the northerly property line and the rear property line of the Annexed Property are each contiguous and adjacent to the present corporate boundaries of the City. The Annexed Property consists of all that area shown in yellow on the Partial Site Development Plan for the Greystone Subdivision attached hereto and incorporated herein as *Exhibit A* (the "**Partial Site Development Plan**").

**1.3. Property Description.** The Annexed Property consists of 17,507 square feet of land, more or less, comprising a portion of that certain parcel of real property defined hereinabove as Parcel 0034 (which consists of 18,480 square feet of land, more or less). The Annexed Property is depicted and identified as "LOT 1" on a plat entitled "Annexation Plan for a Portion of the Lands of Timber Crest SBY, LLC Lot, 'Schumaker Heights' Parsons Election District Wicomico County, Maryland", dated March 17, 2019, prepared by W. Bruce Wagner, Property Line Surveyor,

LLC (the "Annexation Plat") (the Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit B*).

**1.4. Existing Zoning.** All of the Annexed Property is now zoned R-8 Residential under the Wicomico County Code. All of the property, located within the municipal limits of the City, which adjoins the Annexed Property is zoned R-8A Residential under the City Code for the City of Salisbury (the "City Code").

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

**2.1. Comprehensive Plan.** In 2010, the Mayor and City Council of the City of Salisbury adopted the City of Salisbury Comprehensive Plan (the "Comprehensive Plan"). The Comprehensive Plan sets forth the land use policies for all lands located within the City's municipal limits, including a Municipal Growth Element which establishes 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, 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." With respect to annexation of lands, the goal of the City of Salisbury's Comprehensive Plan is as follows: "To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City." The Annexed Property is located within the City's designated Municipal Growth Area established by the Comprehensive Plan. Annexation to the City will allow the Annexed Property to be served by municipal water and sewer utilities, and, accordingly, be included within, and made a part of, the "Greystone Residential Community Subdivision" proposed for development by Timber Crest.

**2.2. Proposed Zoning for Annexed Property.** Upon annexation, the Annexed Property is proposed to be zoned as "R-8A". Per Section 17.160.010 of the City of Salisbury 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 Annexed Property.** As shown on the Partial Site Development Plan attached hereto as *Exhibit A*, the Annexed Property will comprise all, or a part of, Lots 37, 38 and 39 of the proposed "Greystone Residential Community Subdivision", a forty (40) lot residential subdivision planned for the construction of one (1) single-family detached dwelling per subdivided lot.

## **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 & Sidewalks.**

- (a) The Annexed Property will have access to a new City street, tentatively named "Whispering Pines Court", which shall be constructed by Timber Crest, at its expense, in connection with and as a part of Timber Crest's development of the proposed "Greystone Residential Community Subdivision".
- (b) Sidewalks shall be installed as determined by the City, and as approved by the Planning Commission, and shall be built to City standards.

**3.2. Water and Wastewater Treatment.** In keeping with Timber Crest's plan for the development of the Annexed Property as part of its overall development scheme for the "Greystone Residential Community Subdivision", Timber Crest's development of the Annexed Property will create a demand of approximately 750 gallons per day (250 gallons per day per single family residential dwelling constructed upon Lots 37, 38 and 39,



as shown on the Partial Site Development Plan (*see Exhibit A*). At its expense, Timber Crest will connect to existing public water and sewerage facilities in the area at the direction of the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Annexed Property upon its development.

**3.3. Schools.** As shown on the Partial Site Development Plan (*see Exhibit A*), the Annexed Property will comprise one (1) whole residential building lot (i.e. Lot 38) and parts of two (2) separate residential building lots (i.e. Lots 37 and 39). Accordingly, at most, the Annexed Property adds three (3) new residential building lots within the City's municipal boundaries; therefore, the Annexed Property will generate minimal (if any) public school pupil enrollment and will have no or negligible impact on school capacity.

**3.4. Parks and Recreation.** The Annexed Property will have no impact on park and recreational facilities, nor will Timber Crest's planned development of the Annexed Property generate a demand for park and recreational facilities.

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

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

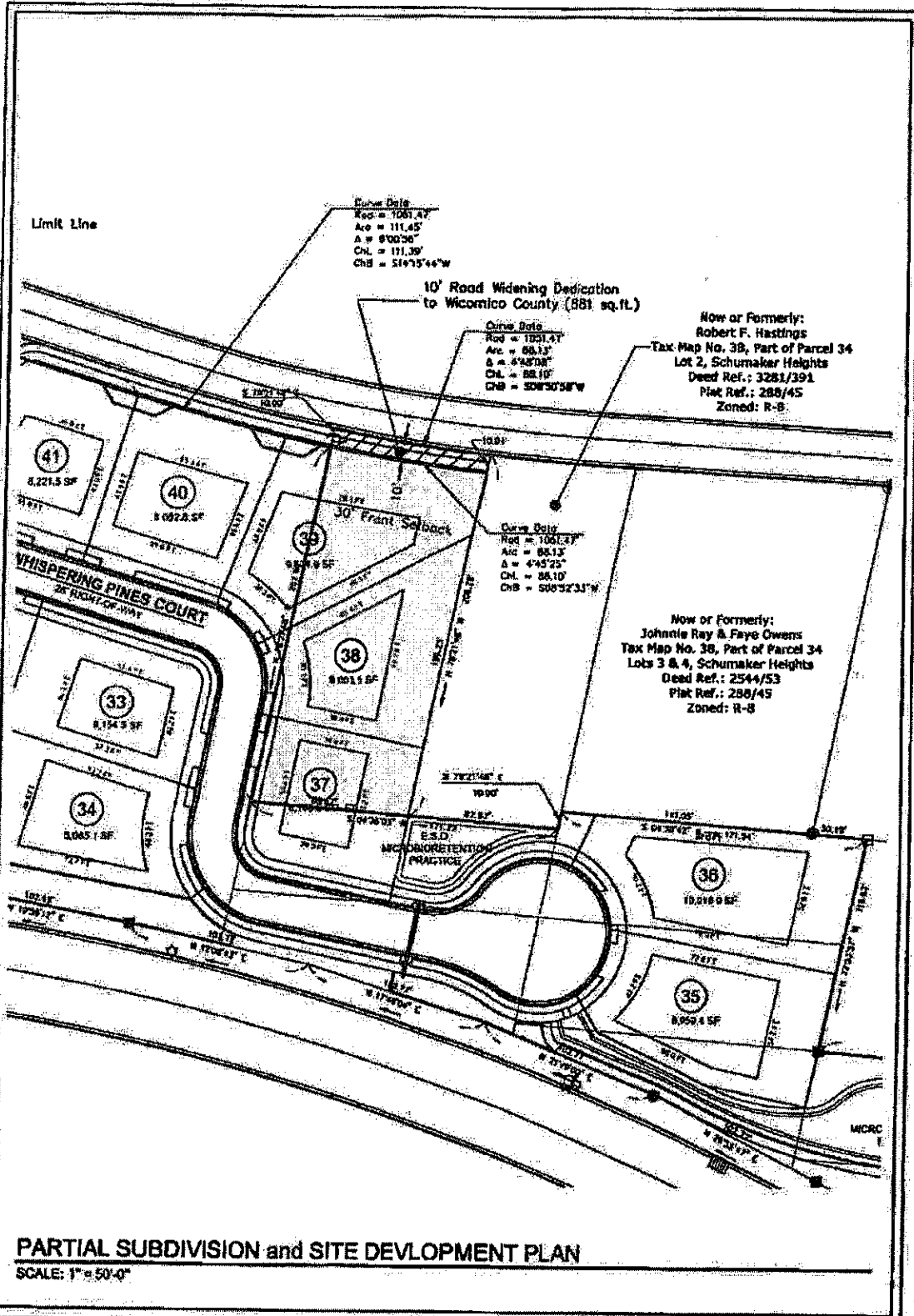
**3.7. Stormwater Management.** Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

**3.8. Waste Collection.** The City provides garbage and recycling collection for single-family residential dwellings located within the municipal limits. Upon annexation and development of the Annexed Property, the City will provide municipal garbage and recycling collection services for the Annexed Property, subject to any future development and use of the Annexed 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.**

Upon its annexation by the City, the Annexed Property will comprise all or portions of Lots 37, 38 and 39 of a Forty (40) lot single-family residential subdivision known as "Greystone Residential Community", the development of which shall comply with the City's subdivision regulations and shall be subject to the Planning Commission's approval of a final subdivision plat for the "Greystone Residential Community Subdivision", including any and all conditions of approval imposed by the Planning Commission.

Exhibit A



DATE:
IOTT PROJ. NO: 18-010
DESIGN BY: RZ
DRAWN BY:
SCALE:
STAGE:
DWG FILE:

**GREYSTONE**  
**RESIDENTIAL COMMUNITY**  
**TIMBERCREST LLC, DEVELOPER**  
**SALISBURY, MARYLAND**

	<b>ARCHITECTURE</b> <b>ENGINEERING</b> <b>INCORPORATED</b>
718 HARMOND ST • SUITE 100 • SALISBURY, MARYLAND (410) 749-7229 • FAX (410) 749-0001	



1  
2  
3 **RESOLUTION NO. 2975**

4 A RESOLUTION of the City of Salisbury to adopt an annexation  
5 plan for certain area of land contiguous to and binding upon  
6 the southerly Corporate Limit of the City of Salisbury to be  
7 known as "Timber Crest SBY, LLC – Schumaker Lane  
8 Annexation" beginning for the same at a point on the westerly  
9 side of Schumaker Lane near the northeasterly corner of Lot 1  
10 of the lands of Timber Crest SBY, LLC being part of Parcel 0034,  
11 Lot 1, continuing around the perimeter of the affected property  
in a rectangular shape to the point of beginning.

12 WHEREAS the City of Salisbury is considering the annexation of a parcel of land  
13 contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be  
14 known as "Timber Crest SBY, LLC – Schumaker Lane Annexation" beginning for the same at  
15 a point on the westerly side on Schumaker Lane near the northeasterly corner of Lot 1 of  
16 the lands of Timber Crest SBY, LLC being part of Parcel 0034, Lot 1, continuing around the  
17 perimeter of the affected property in a rectangular shape to the point of beginning, being  
18 more particularly described in **Exhibit A** attached hereto and made a part hereof; and

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

22 WHEREAS the public hearing required pursuant to the law is scheduled for  
23 \_\_\_\_\_, 2019 at 6:00p.m.

24 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY  
25 THAT an annexation plan for the "Timber Crest SBY, LLC – Schumaker Lane Annexation" as  
26 set forth in **Exhibit B** attached hereto and made a part hereof, is adopted for that area of

27 land binding upon the southerly Corporate Limit of the City of Salisbury to be known as  
28 "Timber Crest SBY, LLC – Schumaker Lane Annexation" beginning for the same at a point on  
29 the westerly side on Schumaker Lane near the northeasterly corner of Lot 1 of the lands of  
30 Timber Crest SBY, LLC being part of Parcel 0034, Lot 1, continuing around the perimeter of  
31 the affected property in a rectangular shape to the point of beginning, and being more  
32 particularly described in **Exhibit A** attached hereto and made a part hereof; said parcel  
33 being contiguous to and binding upon the Corporate Limits 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 \_\_\_\_\_  
48 Kimberly R. Nichols,  
49 City Clerk

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

50

51

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

53 \_\_\_\_\_

54 Jacob R. Day,

55 Mayor

## Exhibit A

### SCHUMAKER LANE – TIMBER CREST SBY, LLC PROPERTY

Beginning for the same at a point on the westerly side on Schumaker Lane near the northeasterly corner of Lot 1, "Timber Crest Subdivision". Said point also being at a corner of the existing Corporate Limits Line of the City of Salisbury, MD X 1,209,902.83 Y 192,928.21 (1) Thence by and with the said Corporate Limits Line North seventy-eight degrees thirty-eight minutes six seconds West (N 78° 38' 06" W) two hundred ten decimal zero, nine (210.09) feet to a point at the northwesterly corner of the said Lot 1. X 1,209,696.86 Y 192,969.61 (2) Thence continuing by and with the said Corporate Limits Line South four degrees five minutes fifty-six seconds West (S 4° 5' 56" W) eighty-eight decimal two, one (88.21) feet to a point on the southerly line of the said Lot 1. X 1,209,690.55 Y 192,881.62 (3) Thence by and with the said line of Lot 1 South seventy-eight degrees twenty-one minutes forty-eight seconds East (S 78° 21' 48" E) two hundred six decimal three, six (206.36) feet to a point on the former right of way line of Schumaker Lane. X 1,209,892.67 Y 192,840.00 (4) Thence North six degrees thirty-four minutes four seconds East (N 06° 34' 04" W) eighty-eight decimal seven, nine (88.79) feet to the point of beginning.

Annexation containing 0.421 acres, more or less.

**ANNEXATION PLAN  
FOR THE  
TIMBER CREST SBY, LLC – SCHUMAKER LANE ANNEXATION  
TO THE CITY OF SALISBURY**

August 12, 2019

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

- \* At a Work Session of the City of Salisbury Mayor and City Council, held on May 6, 2019, the Salisbury City Council (the "**City Council**") reviewed the Petition for Annexation (the "**Annexation Petition**") submitted by Timber Crest SBY, LLC ("**Timber Crest**"), dated March 28, 2019, which requested the City of Salisbury, Maryland (the "**City**") annex the following property:
  - o A portion of that certain parcel of real property identified as Map 0038, Grid 0023, Parcel 0034 (Tax Account No. 05-050243) ("**Parcel 0034**"), consisting of 17,507 square feet of land (.40+/- acres), more or less (said portion of Parcel 0034 is hereinafter referred to as the "**Annexed 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 Annexed Property and unanimously approved a recommendation to the City Council that the Annexed Property be zoned "R-8A" upon its annexation by the City.
- \* On \_\_\_\_\_, 2019, a Regular Meeting of the City of Salisbury Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City's annexation of the Annexed Property (said Resolution is hereinafter referred to as the "**Annexation Resolution**"), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City's annexation of the Annexed Property, as requested by the Annexation Petition submitted by Timber Crest. Furthermore, at the \_\_\_\_\_ 2019, Regular Meeting of the City of Salisbury Mayor and City Council, the City Council directed that this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, within thirty (30) days of the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

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

**1.1. Petitioners for Annexation of the Annexed Property.** The party which filed the Annexation Petition requesting the City annex the Annexed Property is Timber Crest SBY, LLC, a Maryland limited liability company, having a principal office address of 310 Hammond Street, Salisbury, Maryland 21804.

**1.2. Location.** The Annexed Property is located on the westerly side of Schumaker Lane and the northerly property line and the rear property line of the Annexed Property are each contiguous and adjacent to the present corporate boundaries of the City. The Annexed Property consists of all that area shown in yellow on the Partial Site Development Plan for the Greystone Subdivision attached hereto and incorporated herein as *Exhibit A* (the "**Partial Site Development Plan**").

**1.3. Property Description.** The Annexed Property consists of 17,507 square feet of land, more or less, comprising a portion of that certain parcel of real property defined hereinabove as Parcel 0034 (which consists of 18,480 square feet of land, more or less). The Annexed Property is depicted and identified as "LOT 1" on a plat entitled "Annexation Plan for a Portion of the Lands of Timber Crest SBY, LLC Lot, 'Schumaker Heights' Parsons Election District Wicomico County, Maryland", dated March 17, 2019, prepared by W. Bruce Wagner, Property Line Surveyor,



LLC (the "Annexation Plat") (the Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit B*).

**1.4. Existing Zoning.** All of the Annexed Property is now zoned R-8 Residential under the Wicomico County Code. All of the property, located within the municipal limits of the City, which adjoins the Annexed Property is zoned R-8A Residential under the City Code for the City of Salisbury (the "City Code").

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

**2.1. Comprehensive Plan.** In 2010, the Mayor and City Council of the City of Salisbury adopted the City of Salisbury Comprehensive Plan (the "Comprehensive Plan"). The Comprehensive Plan sets forth the land use policies for all lands located within the City's municipal limits, including a Municipal Growth Element which establishes 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, 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." With respect to annexation of lands, the goal of the City of Salisbury's Comprehensive Plan is as follows: "To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City." The Annexed Property is located within the City's designated Municipal Growth Area established by the Comprehensive Plan. Annexation to the City will allow the Annexed Property to be served by municipal water and sewer utilities, and, accordingly, be included within, and made a part of, the "Greystone Residential Community Subdivision" proposed for development by Timber Crest.

**2.2. Proposed Zoning for Annexed Property.** Upon annexation, the Annexed Property is proposed to be zoned as "R-8A". Per Section 17.160.010 of the City of Salisbury 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."

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## **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 & Sidewalks.**

- (a) The Annexed Property will have access to a new City street, tentatively named "Whispering Pines Court", which shall be constructed by Timber Crest, at its expense, in connection with and as a part of Timber Crest's development of the proposed "Greystone Residential Community Subdivision".
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**3.3. Schools.** As shown on the Partial Site Development Plan (*see Exhibit A*), the Annexed Property will comprise one (1) whole residential building lot (i.e. Lot 38) and parts of two (2) separate residential building lots (i.e. Lots 37 and 39). Accordingly, at most, the Annexed Property adds three (3) new residential building lots within the City's municipal boundaries; therefore, the Annexed Property will generate minimal (if any) public school pupil enrollment and will have no or negligible impact on school capacity.

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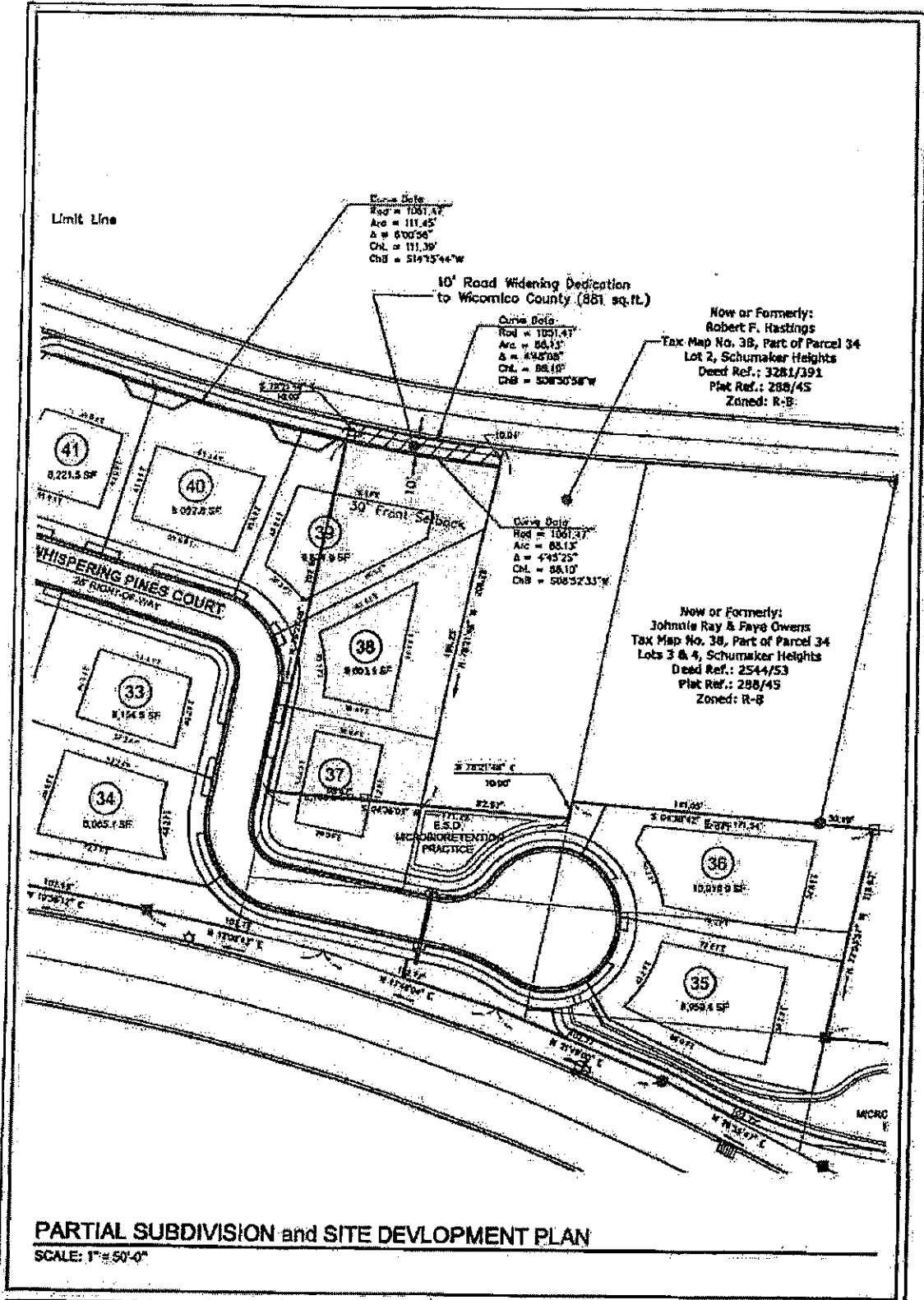
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**4.0. HOW DEVELOPMENT OF THE ANNEXED PROPERTY WILL RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.**

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Exhibit A

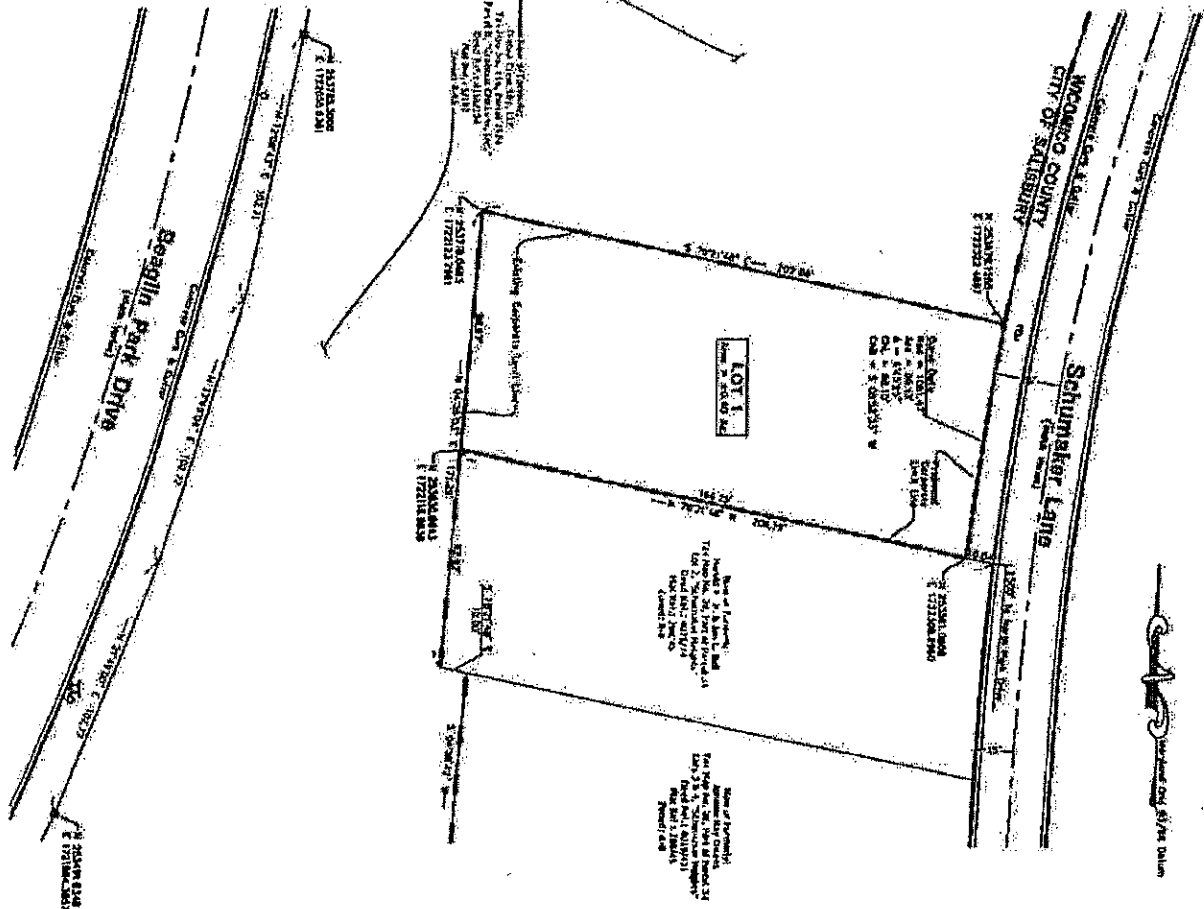


**PARTIAL SUBDIVISION and SITE DEVELOPMENT PLAN**  
 SCALE: 1" = 50'-0"

DATE:
NOTT PROJ. NO: 10-016
DESIGN BY: NJ
DRAWN BY:
SCALE:
STAGE:
DWG FILE:

**GREYSTONE**  
**RESIDENTIAL COMMUNITY**  
**TIMBERCREST LLC, DEVELOPER**  
**SALISBURY, MARYLAND**

	<b>ARCHITECTURE</b> <b>ENGINEERING</b> INCORPORATED
7181 HAMMOND ST • SUITE 100 • SALISBURY, MARYLAND (410) 749-3229 • FAX (410) 749-0001	



**LEGEND**

Symbol	Description
Circle with dot	Survey Point
Solid line	Property Line
Dashed line	Boundary Line
Circle with cross	Utility Pole
Circle with X	Iron Pipe

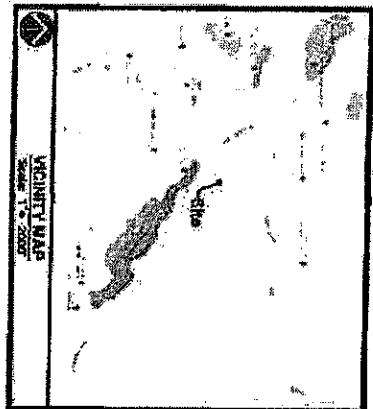


**CONSENT & SURVEYOR'S CERTIFICATION**

I, the undersigned, being the duly licensed and qualified Surveyor of the State of Maryland, do hereby certify that the foregoing is a true and correct copy of the original field notes and computations, and that the same have been examined and found to be correct and true to the original field notes and computations.

Surveyor: \_\_\_\_\_ Date: \_\_\_\_\_

- NOTES**
1. DATED: 10/15/2007
  2. THE SURVEY WAS MADE BY ME AND ASSISTANT SURVEYOR, JOHN J. WAGNER, JR., ON 10/15/2007.
  3. THE SURVEY WAS MADE BY ME AND ASSISTANT SURVEYOR, JOHN J. WAGNER, JR., ON 10/15/2007.
  4. THE SURVEY WAS MADE BY ME AND ASSISTANT SURVEYOR, JOHN J. WAGNER, JR., ON 10/15/2007.
  5. THE SURVEY WAS MADE BY ME AND ASSISTANT SURVEYOR, JOHN J. WAGNER, JR., ON 10/15/2007.
  6. THE SURVEY WAS MADE BY ME AND ASSISTANT SURVEYOR, JOHN J. WAGNER, JR., ON 10/15/2007.



**SURVEY STATEMENT**

This survey was made for the purpose of dividing the land shown on the attached plat into lots, and the same are hereby divided into lots as shown on the attached plat.

**PREPARED BY:** W. BRUCE WAGNER, SURVEYOR

**DATE:** 10/15/2007

Scale: 1" = 50'

**ANNEXATION PLAN FOR A PORTION OF THE LANDS OF TIMBER CREST SBY, LLC LOT 1, "SCHUMAKER HEIGHTS" PARSONS ELECTION DISTRICT WICOMICO COUNTY, MARYLAND**

**REVISIONS**

Date	Issued for

**W. BRUCE WAGNER**  
 PROPERTY LINE SURVEYOR, LLC  
 33915 Bob Smith Rd.  
 Pittsville, MD 21850  
 410-430-0287  
 bwagnersurveying@gmail.com



Drawn By	W. Bruce Wagner
Checked By	W. Bruce Wagner
Date	10-15-07
Scale	1" = 50'

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ORDINANCE NO. 2559

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE GRANT FUND TO APPROPRIATE FUNDS TO OPERATE THE SALISBURY-WICOMICO FIRSTCARE TEAM (SWIFT).

WHEREAS, the Wicomico County Health Department (WiCHD), in conjunction with the City of Salisbury, applied for funds through the Maryland Community Health Resources Commission (CHRC) grant program; and

WHEREAS, the CHRC awarded the WiCHD funds in FY2018 in the amount of \$90,000; and

WHEREAS, the WiCHD has previously sub-granted \$50,000 to the City of Salisbury, those funds being appropriated via Ordinance 2503; and

WHEREAS, of the remaining \$40,000 in FY18 funding that was received by the WiCHD from the CHRC, the WiCHD is now sub-granting \$31,920 of that funding to the City of Salisbury; and

WHEREAS, these funds are to be added to existing SWIFT grant project account #21009; and

WHEREAS, the sub-granted funds shall be used to operate the Salisbury-Wicomico Firstcare Team (SWIFT); and

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

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City 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.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT THE City of Salisbury accepts the sub-granted funds of \$31,920 and authorizes the Mayor to enter into a sub-grant agreement with the Wicomico County Health Department for the expenditure of these funds.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF SALISBURY, MARYLAND, that the City's Grant Fund Budget be amended as follows:

- 1) Increase SWIFT Grant Revenue by \$31,920
- 2) Increase SWIFT Grant Expense by \$31,920

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

1 Salisbury held on this 9<sup>th</sup> day of September, 2019, and thereafter, a statement of the substance of  
2 the Ordinance having been published as required by law, was finally passed by the Council on  
3 the 23<sup>rd</sup> day of September, 2019.  
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8 **ATTEST:**  
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13 \_\_\_\_\_  
14 Kimberly R. Nichols, City Clerk

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

15  
16  
17 APPROVED BY ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
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21 \_\_\_\_\_  
22 Jacob R. Day, Mayor  
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ORDINANCE NO. 2560

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE CITY'S CAPITAL PROJECT FUND BUDGET AND TO ACCEPT DONATIONS AND APPROPRIATE FUNDS FOR A BARK PARK.

WHEREAS, the City of Salisbury partnered with Sperry Van Ness and SVN Miller Commercial Real Estate to raise funds for a Bark Park in Downtown Salisbury; and

WHEREAS, the City of Salisbury worked with Patronicity to crowd fund and raise at least \$5,000 for the park; and

WHEREAS, once the City met its goal, SVN National and SVN Miller would each donate \$5,000 towards the Bark Park; and

WHEREAS, the City of Salisbury Community raised \$5,125; and

WHEREAS, both the City Administrator and the Mayor have recommended that the City accept the monetary donations and allocate all \$15,125 towards materials for the Bark Park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND THAT THE City accepts the monetary donations and that the City's Capital Projects Fund Budget be and hereby is amended as follows:

- 1) Increase Contribution Revenue by \$15,125
- 2) Increase Construction Expense by \$15,125

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 9<sup>th</sup> day of September 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 23<sup>rd</sup> day of September 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



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

September 6, 2019

TO: Julia Glanz  
FROM: Colonel David Meienschein  
SUBJECT: Ordinance – Budget Amendment

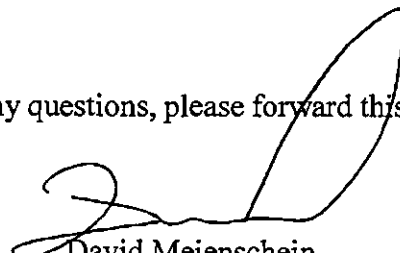
The Salisbury Police Department has recovered funds associated with the recovery of recycled metals & brass from the police firing range in the amount of \$3,118.60. The ammunition utilized during the training has brass casings which are collected and stored. When the storage bins are full the officers transport the brass casings to Delmarva Recycling Inc., and they pay us the fair market value for the brass. The monies collected for the brass casings are forwarded to the City and deposited in the General Fund.

The members of the Salisbury Police Department are required to enter into a 5-year contract prior to being hired as a police officer. When officer's leave service on their own accord they are required to reimburse the City of Salisbury a prorated amount based of the time remaining on their contract. The purpose is for the city to recoup some of the police academy training and tailored uniform cost for items that cannot be reissued.

In a recent case the police department received reimbursement for a broken contract in the amount of \$4,958.91.00. The monies collected for the brass casings are forwarded to the City and deposited in the General Fund.

I am requesting that all funds recovered be transferred from General Revenue to the SPD Small Tools Account. Furthermore, I am requesting the attached Budget Amendment recognize that this revenue has been received by the City and will be transferred to SPD and increase the Police Department budget (Small tools Acct: 21021-546009) in the total amount of \$8,077.51 to be utilized for police equipment and supplies.

Unless you or the Mayor have further any questions, please forward this Ordinance to the City Council.



David Meienschein  
Assistant Chief of Police



ORDINANCE NO. 2561

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY20 GENERAL FUND BUDGET TO APPROPRIATE THE FUNDS RECEIVED FROM THE RECOVERY AND RECYCLING OF SCRAP METAL AND THE RECOVERY OF FUNDS ASSOCIATED WITH A BROKEN EMPLOYMENT CONTRACT.

WHEREAS, the Salisbury Police Department (SPD) has recycled metal and brass shell casings recovered as a result of firearms qualifications; and

WHEREAS, as a result of recycling through Delmarva Recycling, Inc. these shell casing have resulted in a payment to SPD in the amount of \$3,118.60; and

WHEREAS, the Salisbury Police Department has recovered \$4,958.91 as a result of an SPD Police Recruit broken Employment Contract; and

WHEREAS, funds recovered from Delmarva Recycling, Inc. and the broken contract repayment total a combined amount of \$8,077.51, which has been paid to the City of Salisbury and placed in the General Fund; and

WHEREAS, the Salisbury Police Department has use for the funds received and requests that these funds in the total amount of \$8,077.51 be placed in the SPD Small Tools Account (21021-546009) which is used, in part, to purchase service police officer equipment as well as firearms supplies for SPD Police Officers; and

WHEREAS, § 7-29 of the Salisbury City Charter forbids any office, department, or agency from expending funds not appropriated; and

WHEREAS, appropriations must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

- 1) Increase General Fund Revenue by \$8,077.51
- 2) Increase the Police Department budget by \$8,077.51

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 23<sup>rd</sup> day of September 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.

50 ATTEST:

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Kimberly R. Nichols, City Clerk

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John R. Heath, President  
Salisbury City Council

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58 Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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Jacob R. Day, Mayor

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