



CITY OF SALISBURY CITY COUNCIL AGENDA

October 28, 2019
Government Office Building

6:00 p.m.
Room 301

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 – Pastor Betty Cropper of Riverside United Methodist Church

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

6:05 p.m. PRESENTATIONS – Mayor Jacob R. Day

- Municipal Government Works Month Proclamation

6:07 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:08 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols

- **Resolution No. 2980**- approving the appointment of Evan Deckers to the Sustainability Advisory Committee for term ending September 2022
- **Resolution No. 2981**- approving the appointment of Mark Frieden to the Sustainability Advisory Committee for term ending October 2022
- **Resolution No. 2982**- approving the reappointment of David Plotts to the Parks and Recreation Committee for term ending November 2022

6:11 p.m. AWARD OF BIDS – Procurement Director Jennifer Miller

- Change Order #2 - ITB 19-120 Newton Street Community Center

6:14 p.m. **PUBLIC HEARING- Timber Crest SBY, LLC-Schumaker Lane Annexation** - 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”

6:24 p.m. RESOLUTIONS – 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

6:44 p.m. ORDINANCES – presented by City Attorney Mark Tilghman

- **Ordinance No. 2566**- 1st reading - approving an amendment of the FY2020 Fire Department Budget to transfer insurance funds received by the City to the Fire Department Operating Budget from the General Fund for revenue received for repairs to Ambulance A-2
- **Ordinance No. 2567**- 1st reading - approving a Budget Amendment of the FY2020 Fire Department Budget to transfer funds from the City General Fund to the Fire Department Operating Budget to cover expenses for vehicle maintenance
- **Ordinance No. 2568**- 1st reading - approving an amendment of the FY 2020 General Fund Budget to appropriate funds needed to administer an Election in Districts One, Two, Three, Four and Five in the event of a resulting tie in the November 5, 2019 City Election
- **Ordinance No. 2569**- 1st reading - approving a Budget Amendment of the Grant Fund to appropriate funds from a Community Needs Grant, from the Community Foundation of the Eastern Shore, Inc., awarded for the City of Salisbury Youth Civics Council
- **Ordinance No. 2562**- 2nd reading- to amend Sections 15.04.010, 15.04.020, and 15.04.030 of Chapter 15.04 Building Code by adopting updated standard codes in Section 15.04.010; amending the amendments to the International Building Code (2018) (IBC) in Section 15.04.020; and amending the amendments to the International Plumbing Code (2018) (IPC) in Section 15.04.030, and to amend Section 15.24.040 of Chapter 15.24 Housing Standards to adopt the updated Standard Codes
- **Ordinance No. 2563**- 2nd reading- approving an amendment of the City’s Capital Project Fund Budget and the FY2020 General Fund Budget to appropriate funds for community centers

- **Ordinance No. 2564-** 2nd reading- approving a budget amendment of the FY2020 General Fund Budget to accept and appropriate the funds received from the Heron Agility Group, Furry Friends Pet Services, and Mrs. Allison Niles in memory of her mother Mrs. Joan Clark, for the purchase of K-9 bullet proof vests
- **Ordinance No. 2565-** 2nd reading- approving an amendment of the FY20 Budget to appropriate funds for street resurfacing and concrete repair

7:11 p.m. PUBLIC COMMENTS

7:16 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. 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 – NOVEMBER 12, 2019 (Tuesday)

- **Ordinance No. 2566-** 2nd reading - approving an amendment of the FY2020 Fire Department Budget to transfer insurance funds received by the City to the Fire Department Operating Budget from the General Fund for revenue received for repairs to Ambulance A-2
- **Ordinance No. 2567-** 2nd reading - approving a Budget Amendment of the FY2020 Fire Department Budget to transfer funds from the City General Fund to the Fire Department Operating Budget to cover expenses for vehicle maintenance
- **Ordinance No. 2568-** 2nd reading - approving an amendment of the FY 2020 General Fund Budget to appropriate funds needed to administer an Election in Districts One, Two, Three, Four and Five in the event of a resulting tie in the November 5, 2019 City Election
- **Ordinance No. 2569-** 2nd reading - approving a Budget Amendment of the Grant Fund to appropriate funds from a Community Needs Grant, from the Community Foundation of the Eastern Shore, Inc., awarded for the City of Salisbury Youth Civics Council



MEMORANDUM

To: Mayor Jake Day
From: Laura Baasland, Department of Water Works Program Specialist
Subject: Appointment to the Sustainability Advisory Committee
Date: October 24, 2019

Mayor Day, the following person has applied for appointment to the Sustainability Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Evan Deckers	September 2022

Attached you will find information from Evan Deckers and the resolution necessary for his appointment. If you approve of this appointment, I will 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

Evan Deckers
3792 St. Lukes Road
Salisbury, MD 2184
(301)697-3873
evan.deckers94@gmail.com
September 5, 2019

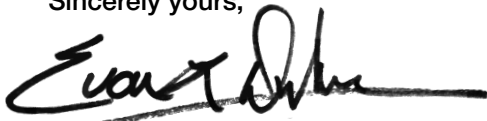
To Whom It May Concern,

I am writing this letter in hopes of obtaining a position on the Sustainability Advisory Committee or Green Team. I am currently working with the Nanticoke Watershed Alliance as the Education Coordinator where I come in contact with many Salisbury citizens whom I am unable to work due to the nature of our grant funding. I am interested in going the Green Team to give back to the community in which I live and to help the city realize some of its green initiatives. There are plenty of citizens who are passionate about creating a more sustainable community and I want to be a part of the team that is helping to make this a reality.

I would be a good candidate of the Sustainability Advisory Committee because I am passionate about creating sustainable communities and I am currently involved with environmental restoration and conservation efforts through my occupation. I live in the greater Salisbury area and enjoy the benefits of a city that is proactive in its care of the environment. As an employee for a non-profit that focuses on collaboration as opposed to advocacy, I will be able to provide the Committee with my expertise in working with a wide range of stakeholders that, more often than not, do not see eye to eye. I want help the Green Team implement green projects that are not just accepted by the community, but embraced. I believe that the connections I have made while living in Salisbury will help me provide a well-rounded perspective to the Green Team.

Thank you for considering me for this position. Creating a healthy community starts by creating a healthy environment for the citizens to use and cherish. Feel free to contact me at email evan.deckers94@gmail.com, or call at 301-697-3873. Thank you again; I look forward to hearing from you.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Evan Deckers', written over a horizontal line.

Evan Deckers

EVAN DECKERS

301-697-3873 | EVAN.DECKERS94@GMAIL.COM | SALISBURY, MD

EDUCATION

Salisbury University Salisbury, MD 21801 - Bachelor of Arts - BA, Spanish - Bachelor of Arts - BA, Environmental Studies	August 2014 - May 2018
CEDEI - Center for Interamerican Studies Cuenca, Ecuador - Study Abroad Semester	January 2018

WORK EXPERIENCE

Nanticoke Watershed Alliance Vienna, MD - Deliver Formal Education Programs for 1000+ seventh-graders annually - Create 6-10 social media posts/month; design 3-6 brochures/year - Coordinate 2-5 projects at all times, including meetings and budgeting	Education Coordinator May 2018 - Present
Delmarva Discovery Center Pocomoke City, MD - Interpretive animal programs for as many as 50 guests of all ages - Target training and enrichment with otters, enclosure cleaning and other care - Care of 10+ herpetological species housed at discovery center	Interpretive Educator / Animal Husbandry July 2017 - May 2018
Salisbury University Horticulture Salisbury, MD - Care of lawns, flowerbeds and rain gardens - Responsible for, upkeep of athletic fields, recycling and waste management	Student Grounds Worker Jan 2016 - August 2017
Assateague Outfitters Assateague National Seashore, Berlin, MD - Guided and educated guests on 2 hour tour, took photos, maintained safety - 50+ boat rentals per day, paddling instruction, clamming demos	Floating Tour Guide and Kayak Rental Staff Summer 2015
Dan's Mountain State Park Lonaconing, MD - Received CPR and First Aid certifications, Oversaw 100+ visitors per day - Daily physical/skill training, hourly chemical checks	State Park Lifeguard Summers 2013, 2014
Western Maryland Adventures Cumberland, MD - 3 two-hour, off-road Segway tours a day: instruction and safety, tour, clean up - Children's program aid, campfire host, cleaned boats and life vests	Segway Tour Guide and Rental Staff Summer 2012

INTERNSHIPS / VOLUNTEER EXPERIENCE

Ward Museum of Wildfowl Art (Internship; Education Department)	February 2018 - May 2018
Delmarva Discovery Center (Internship; Animal Husbandry)	May 2017 - July 2017
AYSO Soccer Referee (refing games and training younger volunteers)	Fall 2015
YMCA Camp Bright Star (summer camp for special needs children)	2010, 2011

CERTIFICATIONS AND ACCOMPLISHMENTS

Chesapeake Bay SAV Watchers - Volunteer Monitor Trainer Certification	2019
AquaticWILD - Environmental Educator Certification	2018
National Park Service - Foundations of Interpretation Certification	2018
CPR Certified (current)	2018
Project Learning Tree - Environmental Educator Certification	2017

SKILLS

Read/Write/Speak Spanish	Social Media Marketing	Data Entry
Interpretive Educational Programs	Photoshop / inDesign	Mircosoft Office
Guiding and Leadership Experience	Animal Care & Behavioral Training	Apple Software
Grant Writing and Preparation	Event and Project Coordination	Budget Management
Interdisciplinary Collaboration	Wordpress Website Creation	Database Management

1 **RESOLUTION NO. 2980**

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

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<u>Name</u>	<u>Term Ending</u>
Evan Deckers	September 2022

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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 October 28, 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



MEMORANDUM

To: Mayor Jake Day
From: Laura Baasland, Department of Water Works Program Specialist
Subject: Appointment to the Sustainability Advisory Committee
Date: October 24, 2019

Mayor Day, the following person has applied for appointment to the Sustainability Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Mark Frieden	October 2022

Attached you will find information from Mark Frieden and the resolution necessary for his appointment. If you approve of this appointment, I will 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

August 27, 2019

Mayor Jacob Day
125 N. Division Street
Salisbury, MD 21801

Dear Mayor Day:

Livable communities should be the right of all residents and include clean water and air, landscapes and a built environment that is aesthetically pleasing and functional, transportation and reliable and affordable energy. This belief is why I'm interested in being selected to serve on the City of Salisbury's Sustainability Advisory Committee. Terri Gladus, the chair of the Green Team Committee, suggested I apply to serve on the team.

My background and work with local jurisdictions, businesses and organizations to consult on sustainability issues ranging from energy efficiency to waste disposal to transportation marketing. Some of my experience includes:

- Assisting businesses with office and production recycling and composting to reduce waste sent to a landfill
- Educating consumers and businesses in Arlington County, Virginia about cost-effective energy efficiency actions that can be enacted at home or in an office including use of LED bulbs, motion sensors, thermostat settings and electric and natural lighting
- Promoting alternative transportation to residents and businesses in Northern Virginia through events, collateral material and digital marketing to reduce single-occupancy-vehicle use
- Advocating for safe walking and cycling routes for everyone

I enjoy working with teams that are diverse in expertise to find solutions to difficult environmental issues and have already attended the August 2019 Green Team meeting. Although I've only lived in Salisbury since May 2019, I have gotten to know the area and its people well. I look forward to bringing my expertise in all things "green" to the city, its businesses and residents.

Best regards,

Mark Frieden
Markfrieden1@gmail.com

MARK ANDREW FRIEDEN, MBA

markfrieden1@gmail.com ■ 703.864.7576 ■ www.linkedin.com/in/mfrieden

Page 1 of 2

CORPORATE SOCIAL RESPONSIBILITY, PARTNERSHIPS, NEW BUSINESS DEVELOPMENT

Professional Profile

From volunteer experiences growing up through consulting on corporate social responsibility, I have a strong passion for responsible business, education and lifelong learning; Strategic consulting with businesses to assess and increase their environmental, social and governance performance to optimize their success, profitability and positive impact for their stakeholders; Over 10 years of experience in CSR/sustainability consulting and business development

Expertise

Corporate Social Responsibility • Sustainability • Strategic Consulting • Business Development • Responsible Business Strategy • Energy Efficiency • Alternative Transportation • Recycling • Public Speaking & Presentations • Health & Wellness • Project Management • Business Writing

Experience

Crossbow Strategies, Salisbury, MD 2016 – Present
Business consultancy working with companies to develop and implement environmental, social and governance (ESG) strategies that measure the business's key performance indicators (KPIs)

BUSINESS CONSULTANT

- **Advise and guide 10+ companies through third-party sustainable business certifications** such as B Corporation Certification that evaluates its Governance, Employees, Suppliers, Community and Environment
- **Optimize certification's value** by educating stakeholders through presentations, press releases and digital marketing communications
- **Develop key performance indicators (KPIs)** for 12+ businesses including community impact, employee engagement, transportation planning and improvements in energy efficiency, recycling and green building upgrades
- **Write company policies** for Environmental Management Systems (energy, water, waste), Purchasing, Supplier Code of Conduct, Employee Handbook
- **Grow new business** from tourist boards and hotels of \$50K for travel media startup KindTraveler.com that benefits local charities through donations and volunteer opportunities
- **Educate business groups** about the importance of embedding corporate social responsibility strategies and achieving relevant third-party certifications through presentations and panel discussions

NeoNiche Strategies, Arlington, VA 2012 – 2016
Outreach marketing and communications company that works with governments and businesses to create positive behavior change
DIRECTOR, PARTNERSHIPS & BUSINESS DEVELOPMENT

- **Responded to local government RFPs for alternative transportation and energy efficiency behavior change marketing projects**
- **Developed partnerships with municipal governments to deliver transportation marketing programs** aimed at 400 businesses, schools, universities and non-profits to encourage use of public transportation, walking, biking and carpooling to reduce single-occupancy vehicle traffic
- **Planned and delivered 30 presentations** on commuting options and benefits to employees and business owners
- Led the creation of effective collateral materials for distribution at scheduled outreach events for Arlington County's energy efficiency program, Arlington Initiative to Rethink Energy (AIRE)

American Society of Landscape Architects, Washington, DC 2004 – 2011
Professional membership association totaling 14,000 members throughout North America
SALES MANAGER

- **Generated \$1.9 million in revenues for print advertising (*Landscape Architecture Magazine*), exhibit space, sponsorship and corporate memberships** (105% of goal)
- **Grew sales among existing clients by 10%** through upselling and sales of additional services
- Built sales pipeline organically through referrals, cold calling, online research and industry trade shows

MARK ANDREW FRIEDEN, MBA

markfrieden1@gmail.com ■ 703.864.7576 ■ www.linkedin.com/in/mfrieden

Page 2 of 2

Education

MBA in Environmental Policy and Management

GEORGE WASHINGTON UNIVERSITY, Washington, DC

Relevant coursework: Corporate Social Impact, Business Strategy, Sustainability Policy & Ethics, Consultative Processes, Global Market Governance and Public Policy

Master of International Management in Marketing

UNIVERSITY OF MARYLAND, UNIVERSITY COLLEGE, College, Park, MD

Bachelor of Science in Journalism and Political Science

JAMES MADISON UNIVERSITY, Harrisonburg, VA

Certifications

International Society of Sustainability Professionals

Certified Sustainability Associate

GRI Certified Training Program Certificate

Global Reporting Initiative/ISOS Group, Washington, DC

Articles

CrossbowStrategies.com/Blog

Press

CrossbowStrategies.com/Press

Activities

Indoor Cycling Instructor & ACE Certified Personal Trainer, YMCA and Pure Fitness, Salisbury, MD

Member, Shore Velocity Cycling Club, Salisbury, MD

B Local Mid Atlantic, Washington, DC

Green Business Roundtable, Washington, DC

1 **RESOLUTION NO. 2981**

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

6
7 Name Term Ending
8 Mark Frieden October 2022
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 October 28, 2019.

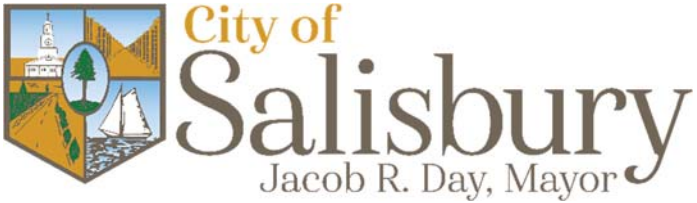
13
14 ATTEST:

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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.
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27 _____
28 Jacob R. Day
29 MAYOR, City of Salisbury



MEMORANDUM

To: Mayor Jake Day
From: Julie English, Administrative Assistant III
Subject: Reappointment to the Parks and Recreation Committee
Date: October 24, 2019

Mayor Day, the following person has applied for reappointment to the Parks and Recreation Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
David Plotts	November 2022

Attached you will find information from David Plotts and the resolution necessary for his appointment. If you approve of this appointment, I will 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

September 30, 2019

1208 Riverside Drive
Salisbury, MD 21801

The Honorable Jacob R. Day
City of Salisbury
125 North Division Street
Salisbury, Maryland 21801

Dear Mayor Day:

My appointment to the Parks and Recreation Committee expires October 31, 2019 and I would like to be reappointed to an additional term.

During my current term, of which I have served as Chairman, I have led the Committee through the development of a City Park Master Plan and the current review of all the City's parks. I believe our parks are and can remain a place for individuals and families to enjoy nature, exercise, and have fun.

I look forward to continuing to carry on the Committee's mission of providing advice on acquiring, developing, operating, and maintaining a park and recreation system that enriches the quality of life for the residents of Salisbury and visitors alike and preserves it for future generations.

I appreciate your consideration of my request.

Sincerely,

A handwritten signature in black ink that reads "David A. Plotts". The signature is written in a cursive style with a large initial "D" and "P".

David A. Plotts

Enclosure: Resume

David Plotts

Dedicated professional skilled in financial management, business operations, human resources, and management. Creative and strategic thinker continuously focused on process improvement and corporate profitability. Active within the local community. Respected leader with excellent organizational and communication skills.

EMPLOYMENT

2012 - present

CONTROLLER – Community Foundation of the Eastern Shore

- + Provides the leadership, management, and vision necessary to ensure that the Foundation has the proper operational controls, administrative and reporting procedures, and people systems in place to effectively grow the Foundation and to ensure financial strength and operating efficiency.
- + Functions as the chief financial officer, responsible for all financial services including accounting; financial planning and budgeting; monitoring of investment and custody services; development of financial, personnel, and information systems and policy; and assuring that all national standards for accountability and accuracy are met.
- + Functions as the chief administrative officer responsible for human resources, facilities, technology, risk management, and assisting in maintaining the general operations of the Community Foundation.

2008 - 2012

ACCOUNTANT & IT MANAGER – Community Foundation of the Eastern Shore

- + Responsible for accounting support and managing & implementing technological needs.
- + Assured all national standards for accountability and accuracy were met.

2006 - 2008

ASST. VICE PRESIDENT – FINANCE & ADMINISTRATION – AES ArchiTech

2000 – 2006

INFORMATION SYSTEMS MANAGER – AES ArchiTech

EDUCATION

2015

MASTER OF SCIENCE – University of Maryland University College

- + Management with Finance Specialization

2012

GRADUATE CERTIFICATE – University of Maryland University College

- + Nonprofit and Association Financial Management

2006

BACHELOR OF SCIENCE – Salisbury University

- + Business - Information Systems Management

PROFESSIONAL AFFILIATIONS & ACTIVITIES

2019 - Present
2018 - Present
2018
2015 - Present
2015 - Present
2013 - 2014
2013
2012 - Present
2012 - Present

BOARD LIASION Wicomico County Board of Education Parent Advisory Council
FINANCIAL ADVISOR Pinehurst Elementary School PTA
MEMBER Wicomico Public Libraries – Strategic Planning Committee
CHAIRMAN City of Salisbury – Parks and Recreation Committee
MEMBER Society for Human Resources Management
SECRETARY City of Salisbury – City Park Committee
MEMBER TechSoup Nonprofit Product Advisory Panel
MEMBER Institute of Management Accountants
PRESIDENT East Park Professional Center Board of Directors

SKILLS

- + Highly analytical thinking with demonstrated talent for identifying, scrutinizing, improving, and streamlining complex work processes.
- + Computer-literate performer with extensive software proficiency covering a wide variety of applications, including Blackbaud FIMS, Microsoft Office, Windows Server, AutoCAD, Adobe Photoshop, and Adobe InDesign.
- + Flexible team player who thrives in environments requiring ability to effectively prioritize and juggle multiple concurrent projects.
- + Results-driven achiever with exemplary planning and organizational skills, along with a high degree of detail orientation.
- + Innovative problem-solver who can generate workable solutions and resolve complaints.

CERTIFICATIONS AND TRAINING

2017
2016

2014
2014
2013
2012
2006

SHORE LEADERSHIP Class of 2017
UMD INSTITUTE FOR GOVERNMENTAL SERVICE & RESEARCH
Maryland Open Meetings Act Compliance Certificate
AMERICAN RED CROSS AED & CPR Certified
NATIONAL WEATHER SERVICE SKYWARN Weather Spotter
DALE CARNEGIE Effective Communications and Human Relations
BLACKBAUD Foundation Integrated Management System – Master Certificate
STATE OF MARYLAND Notary Public

1 **RESOLUTION NO. 2982**

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

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<u>Name</u>	<u>Term Ending</u>
8 David Plotts	9 November 2022

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 October 28, 2019.

13
14 ATTEST:

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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.

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27 _____
28 Jacob R. Day
29 MAYOR, City of Salisbury



City of
Salisbury
Jacob R. Day, Mayor

COUNCIL AGENDA – Award of Bids

October 28, 2019

- | | |
|---|--------------|
| 1. Change Order #2 | \$129,590.70 |
| ITB 19-120 Newton Street Community Center | |



City of
Salisbury
Jacob R. Day, Mayor


To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: October 28, 2019
Subject: Change Order #2 to ITB 19-120
Newton Street Community Center Remodel

The Department of Procurement received a request from the Department of Infrastructure & Development to process Change Order #2 in the amount of \$129,590.70 for Invitation to Bid (ITB) 19-120 Newton Street Community Center Remodel. This Change Order provides for revisions to interior remodel specifications at the City's request, and exterior building renovations that are required per the Historic District Commission. Upon Council's approval of Ordinance 2563 appropriating funds for community centers, funding will be available in the Community Center construction project account 98117-513026-48029.

The Department of Procurement requests Council's approval to process Change Order #2 as noted above to the contractor awarded the original bid, Ocean Tower Construction, LLC.

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+/-.

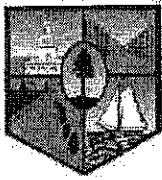
Revenues to City from the Annexation of the Annexed Property:

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

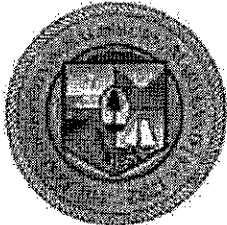
Dear Mr. Iott,

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.

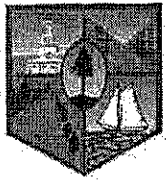
Sincerely,

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

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

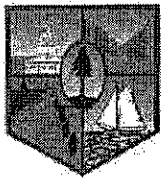
The information below summarizes the legal status of the plans currently in effect for Wicomico County and the City of Salisbury.

- 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)

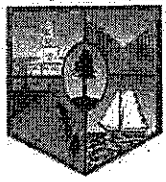
B. Access:

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:

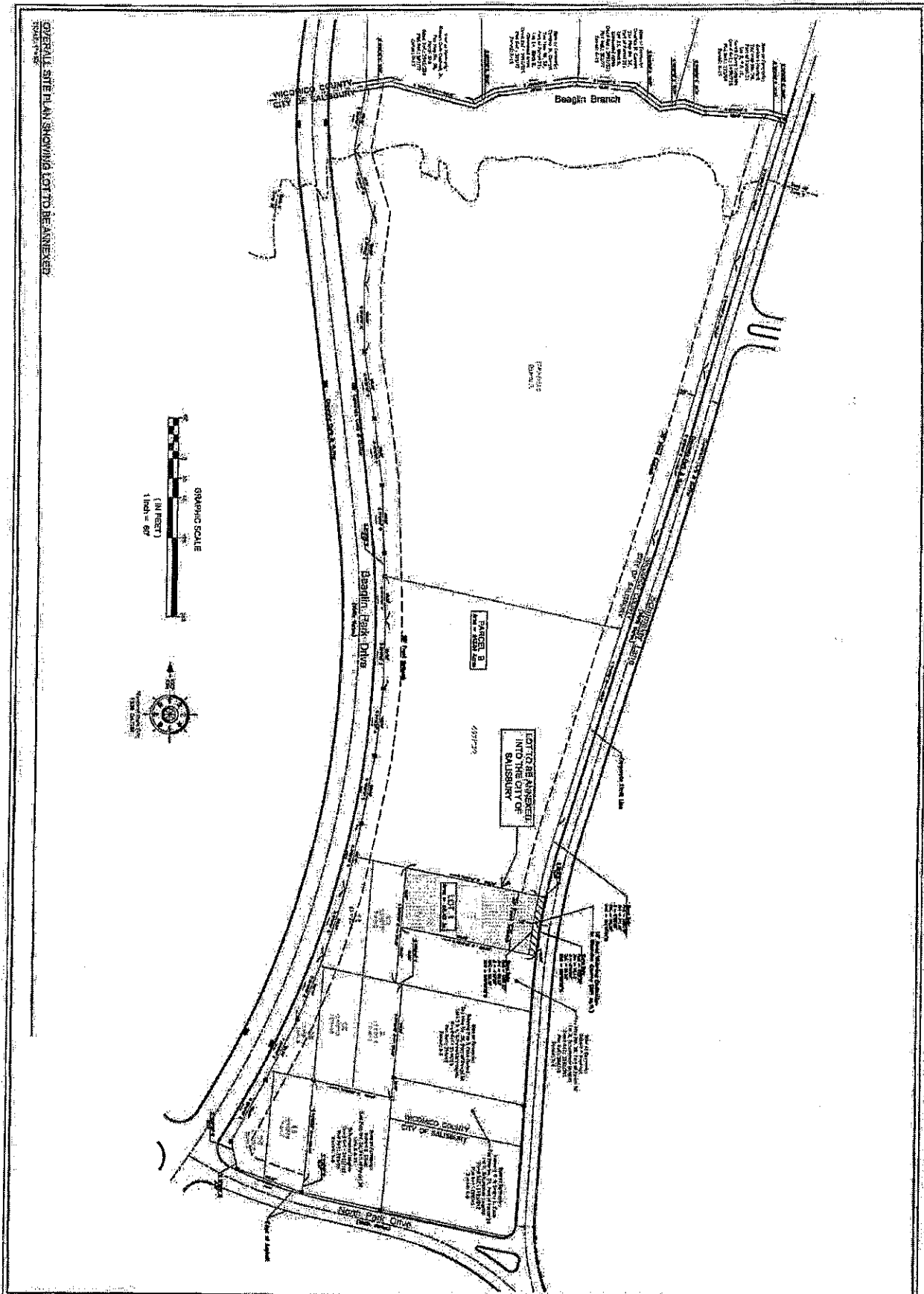


City of
Salisbury
Jacob R. Day, Mayor

- 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 410.739.0200

LEGEND

1. LOT TO BE ANNEXED INTO THE CITY OF SALISBURY

2. LOT TO BE ANNEXED INTO THE CITY OF SALISBURY

3. LOT TO BE ANNEXED INTO THE CITY OF SALISBURY

4. LOT TO BE ANNEXED INTO THE CITY OF SALISBURY

5. LOT TO BE ANNEXED INTO THE CITY OF SALISBURY

6. LOT TO BE ANNEXED INTO THE CITY OF SALISBURY

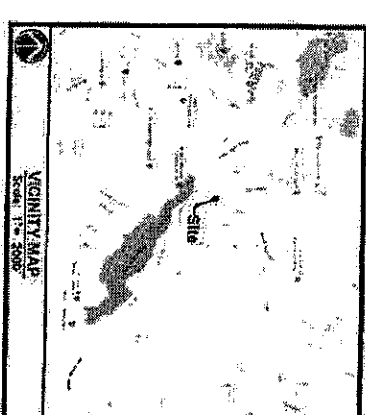
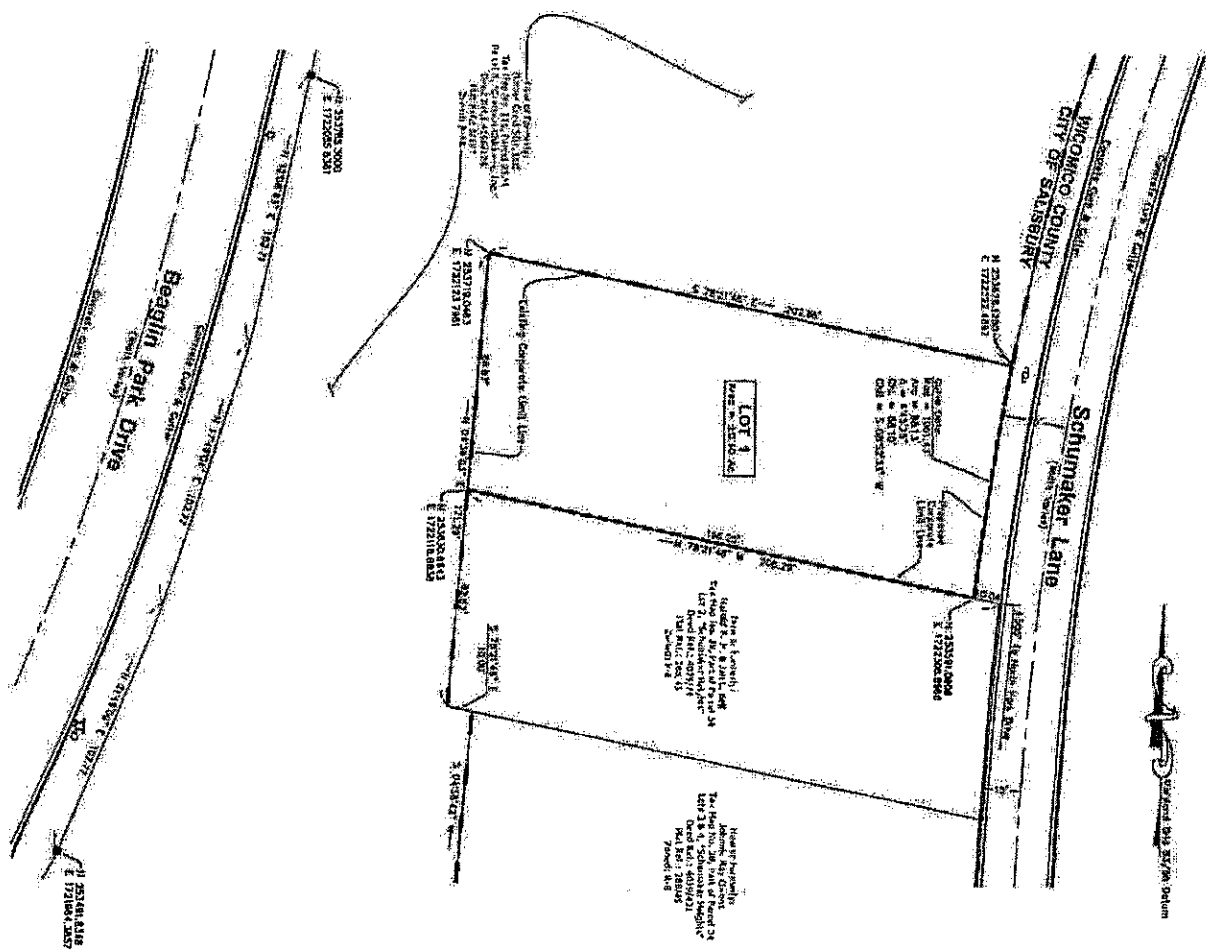
7. LOT TO BE ANNEXED INTO THE CITY OF SALISBURY

8. LOT TO BE ANNEXED INTO THE CITY OF SALISBURY

9. LOT TO BE ANNEXED INTO THE CITY OF SALISBURY

10. LOT TO BE ANNEXED INTO THE CITY OF SALISBURY

REVISIONS		
NO.	DATE	REMARKS



- NOTES**
- OWNER: Timber Crest SBY, LLC
Parcel No. 01-00000000000000000000
 - For Map No. 3A, City 21, Part of Parcel 3A
 - Drawn: 4/10/24
 - PAID: 4/10/24
 - Site Address: Schumaker Lane
 - Zoning: R-1
 - AREA: 33,527.66 sq. ft. (60.40 Acres)
 - By: W. Bruce Wagner, Surveyor

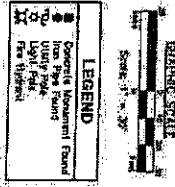
OWNER'S & SURVEYOR'S CERTIFICATION

I, the undersigned, being a duly licensed Surveyor of the State of Maryland, do hereby certify that I am the owner of the above described property and that the foregoing is a true and correct copy of the plat of the same as the same appears in my records and that the same is in accordance with the original survey of the same as the same appears in my records and that the same is in accordance with the original survey of the same as the same appears in my records.

DATE: _____

OWNER: Timber Crest SBY, LLC

DATE: _____



PURPOSE STATEMENT

This plat is a true and correct copy of the original survey of the above described property as the same appears in my records and that the same is in accordance with the original survey of the same as the same appears in my records.

W. Bruce Wagner
Surveyor
License No. 123456789

W. BRUCE WAGNER
PROPERTY LINE SURVEYOR, LLC

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

REVISIONS

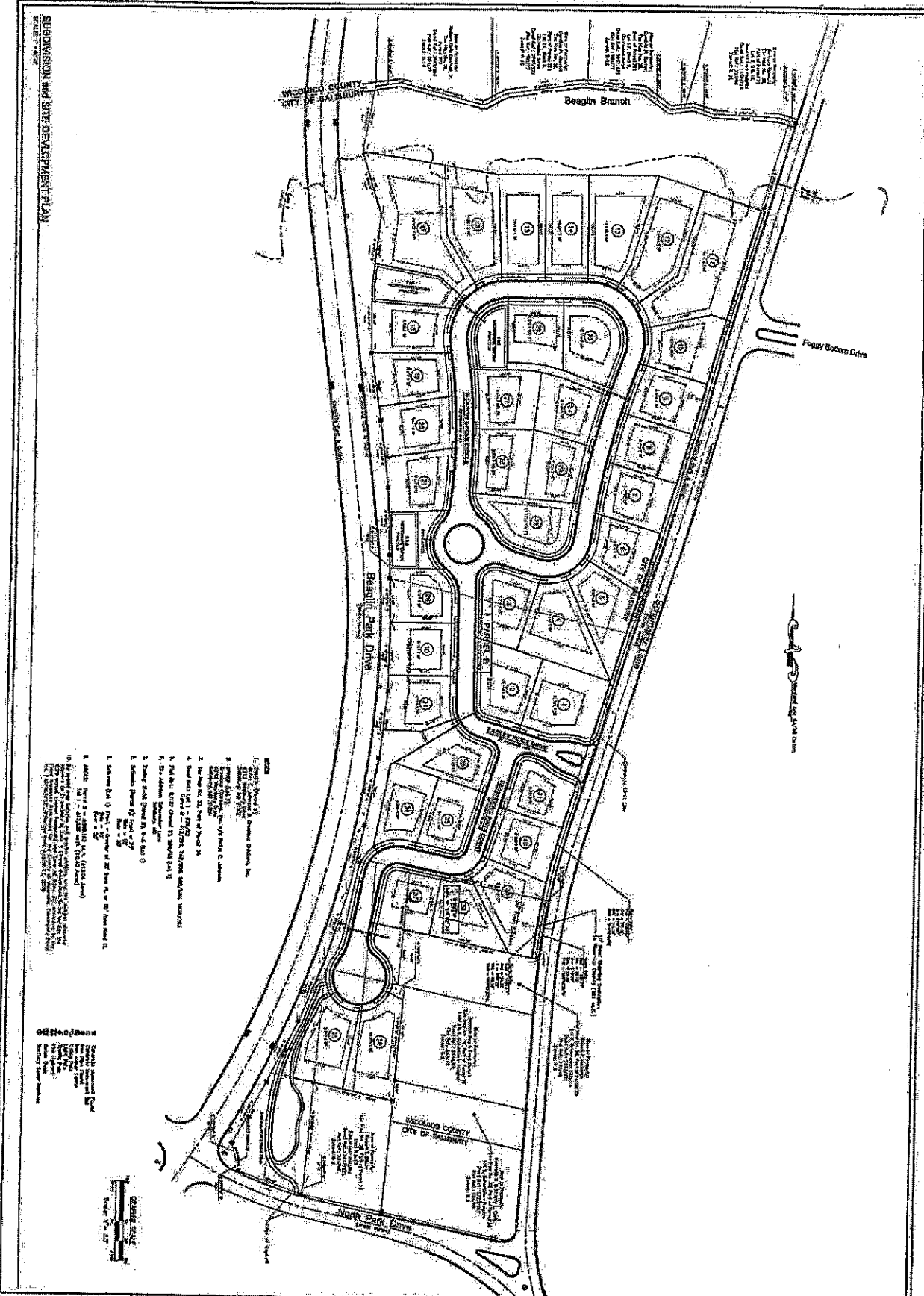
Date	Issued for

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



Sheet No. 1 of 1

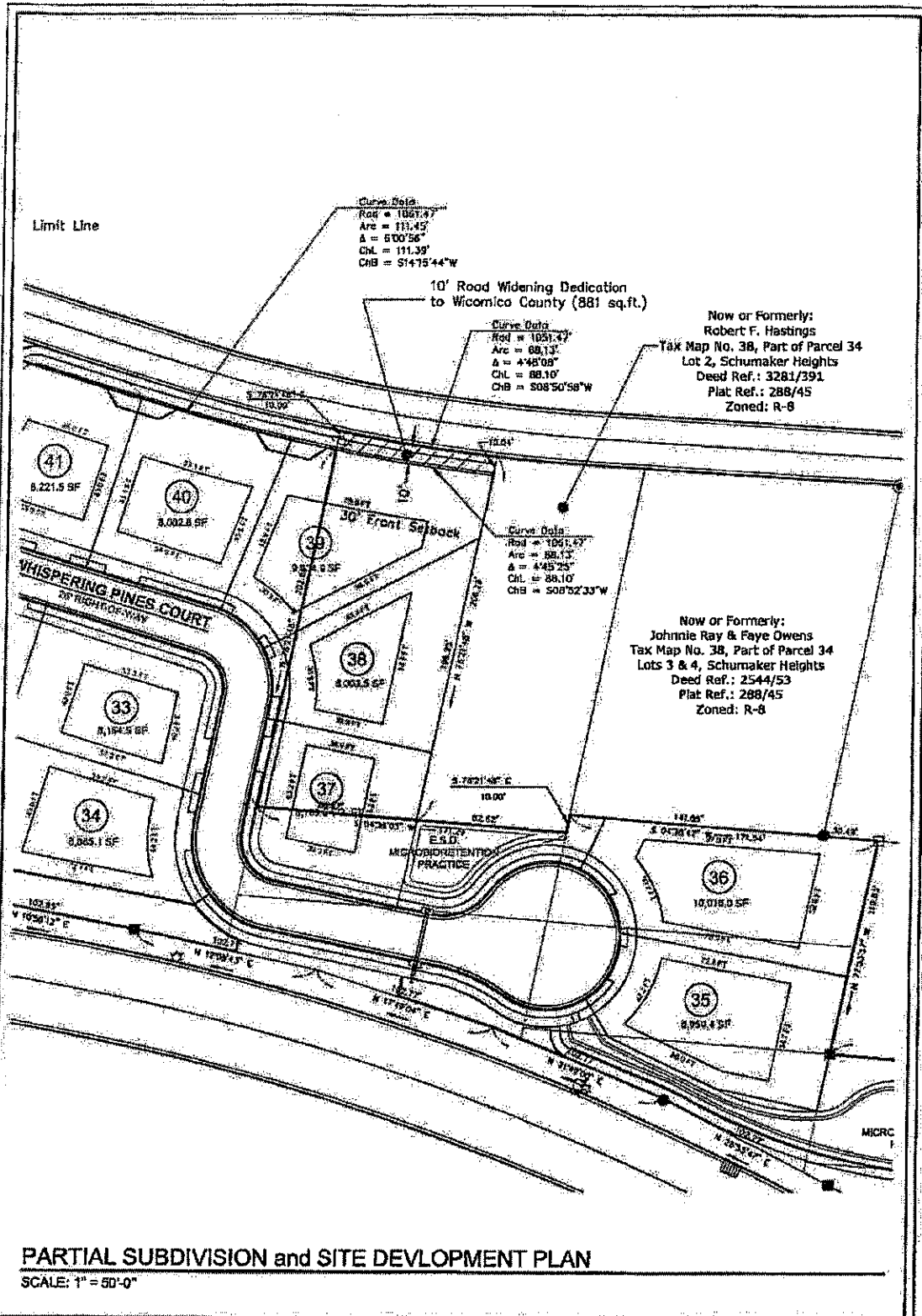
SUBDIVISION AND SITE DEVELOPMENT PLAN



- 1. Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24
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<p>C 200</p>	<p>DATE: NOV 18, 2010 SIZE: 10.00 ACRES COUNTY: WICOMICO TOWN: SALISBURY NEAR: ... STATE: ... DRAWN BY: ...</p>	<p>GREYSTONE RESIDENTIAL COMMUNITY OF DISTINCTION SCHUMAKER LANE SALISBURY, MARYLAND</p>	<p>IOTT ARCHITECTURE ENGINEERING INCORPORATED 1000 ... SALISBURY, MARYLAND 410 ...</p>	<p>NO. DATE REVISIONS</p> <table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>												
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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

	ARCHITECTURE
	ENGINEERING
	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.

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 Ordinances¹. All lots except for two-family dwellings:

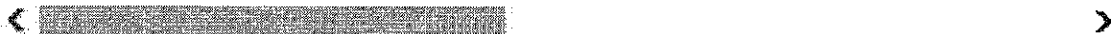


District	Lot Area (square feet)
R-5A	5,000
R-8A	8,000
R-10A	10,000



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>
<u>FOR TIMBERCREST 581, LLC</u>	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

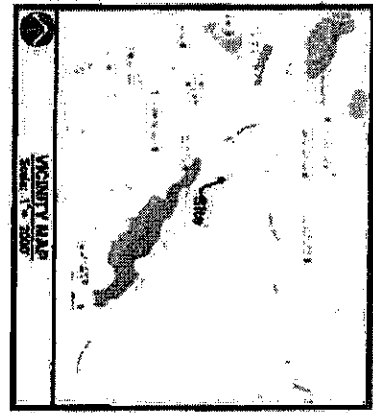
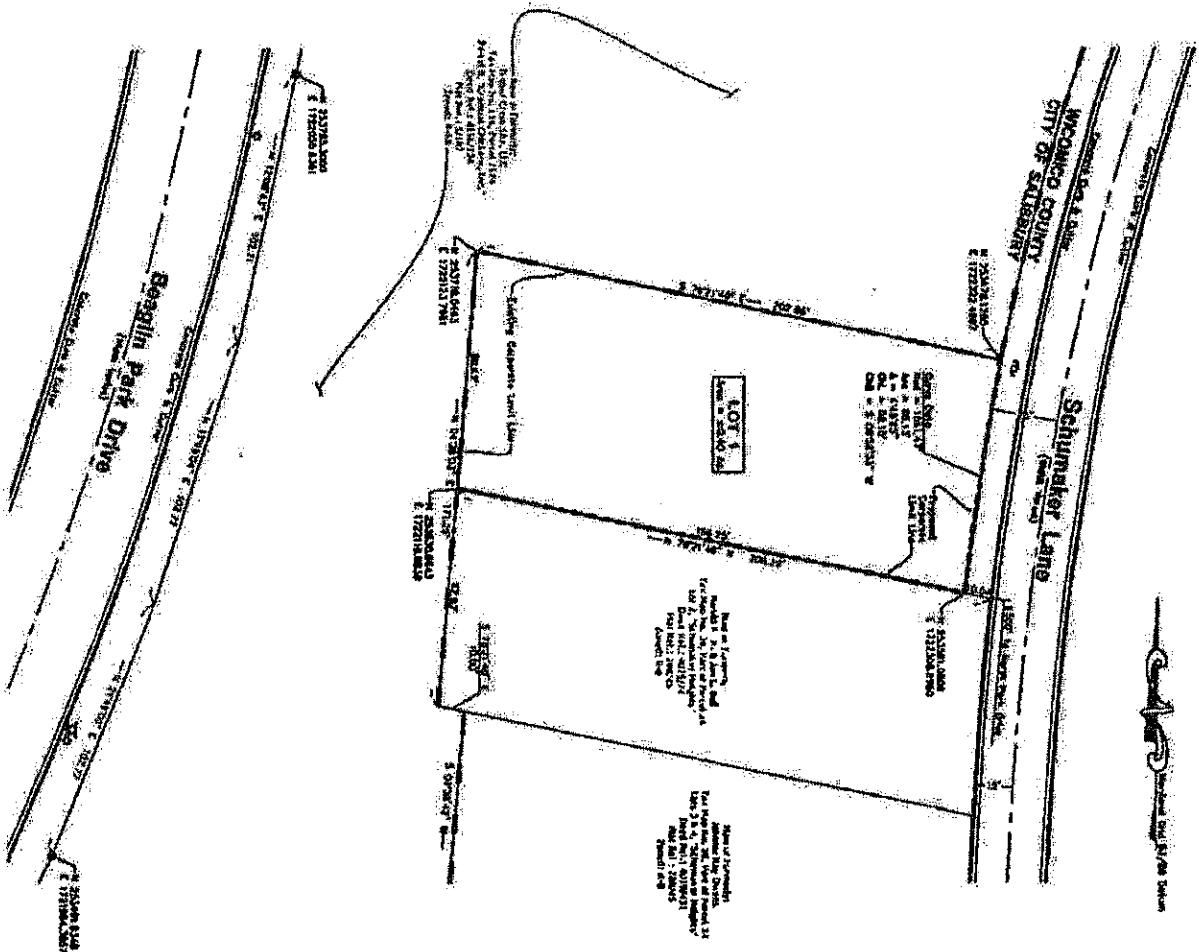
Schumaker Lane – Timber Crest SBY LLC Annexation - Certification.doc

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

Symbol	Description
Symbol	Centerline of Road
Symbol	Centerline of Utility Pipe
Symbol	Property Line

PROPERTY STATEMENT

The undersigned, W. Bruce Wagner, Property Line Surveyor, LLC, has surveyed the lands shown on this plan and certifies that the same are as shown thereon.

OWNER'S & SURVEYOR'S CERTIFICATION

I, the undersigned, W. Bruce Wagner, Property Line Surveyor, LLC, do hereby certify that the above is a true and correct copy of the original survey as shown on the plan and that the same is a true and correct copy of the original survey as shown on the plan.

DATE: _____

W. BRUCE WAGNER, Surveyor

OWNER'S & SURVEYOR'S CERTIFICATION

I, the undersigned, W. Bruce Wagner, Property Line Surveyor, LLC, do hereby certify that the above is a true and correct copy of the original survey as shown on the plan and that the same is a true and correct copy of the original survey as shown on the plan.

DATE: _____

W. BRUCE WAGNER, Surveyor

- NOTES**
1. Dashed line shows the location of the original survey as shown on the plan.
 2. The top line is the old 24' wide portion of the road.
 3. The bottom line is the new 24' wide portion of the road.
 4. The middle line is the centerline of the road.
 5. The middle line is the centerline of the road.
 6. The middle line is the centerline of the road.
 7. The middle line is the centerline of the road.



ANNEXATION PLAN
FOR A PORTION OF THE LANDS OF
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

Scale: 1" = 200'
 Date: 10-1-2018
 Sheet No. 1 of 1

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 (3rd) 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

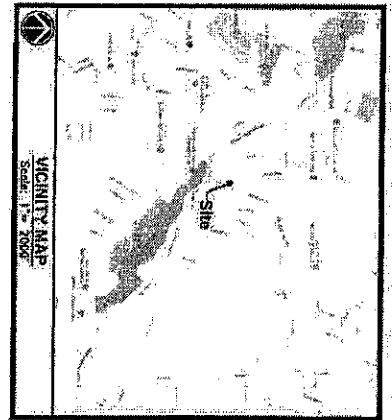
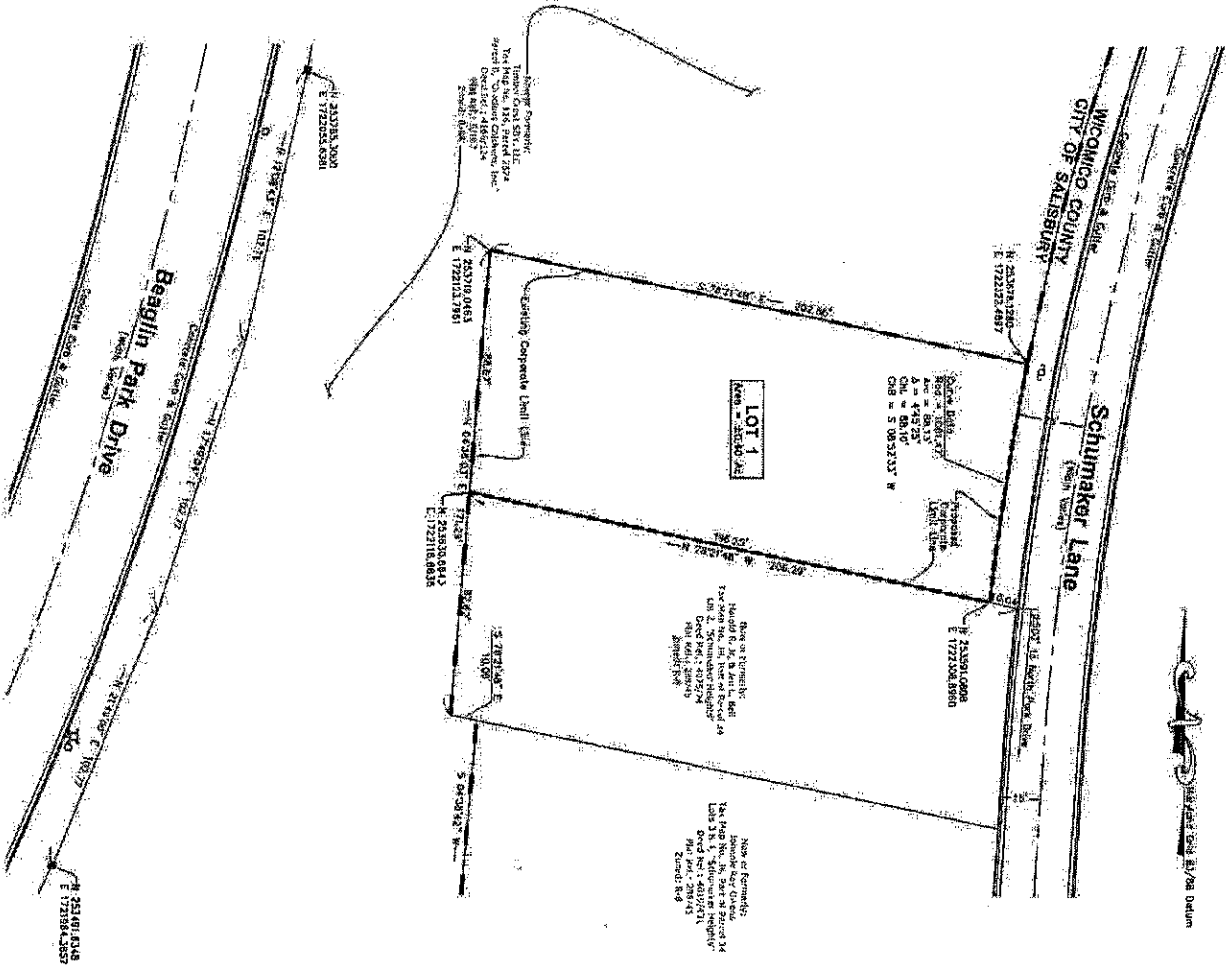
By: _____ (Seal)
Keith Iott, Authorized Representative

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 Filed: 11/02/20K
 4. Plat No.: 285/15
 5. Site Address: Schumaker Lane, Salisbury, MD
 6. Zoning: R-8
 7. AREA: 117,507 sq ft (2.69 AC)
 8. BE: Aerial map location and graphic plotting only. The subject property is shown in red on the aerial map. (Color determined by the subject property owner.)
 9. 0.25 acre portion of Parcel 3A (Parcel 3A) is shown in blue on the aerial map. (Color determined by the subject property owner.)
 10. Elected Date (April 14, 2015)

OWNERS' & SURVEYORS CERTIFICATION

I, the undersigned, being the registered professional land surveyor for the State of Maryland, do hereby certify that I am the author of the foregoing plat and that it is a true and correct representation of the facts and data as shown to me by the owner and as shown on the ground. My commission expires on 12/31/2021.

OWNER: Timber Crest SBY, LLC
DATE: _____

SURVEYOR: W. Bruce Wagner, P.E. No. 476, Renewal Date: 01/03/2021
DATE: _____

PURPOSE STATEMENT

The purpose of this plat is to show the location of Lot 1, Schumaker Lane, as shown on the aerial map, and as shown on the ground, and to show the location of Lot 1, Schumaker Lane, as shown on the aerial map, and as shown on the ground, and to show the location of Lot 1, Schumaker Lane, as shown on the aerial map, and as shown on the ground.

PROFESSIONAL CERTIFICATION:

I, the undersigned, being the registered professional land surveyor for the State of Maryland, do hereby certify that I am the author of the foregoing plat and that it is a true and correct representation of the facts and data as shown to me by the owner and as shown on the ground. My commission expires on 12/31/2021.

DATE: 01/03/2021

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

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

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 34
DEED REF. 4166/124
PLAT REF. 288/45

Map # 38 GRID 23

SIGNATURE (S)

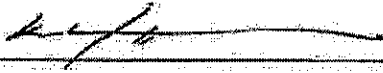
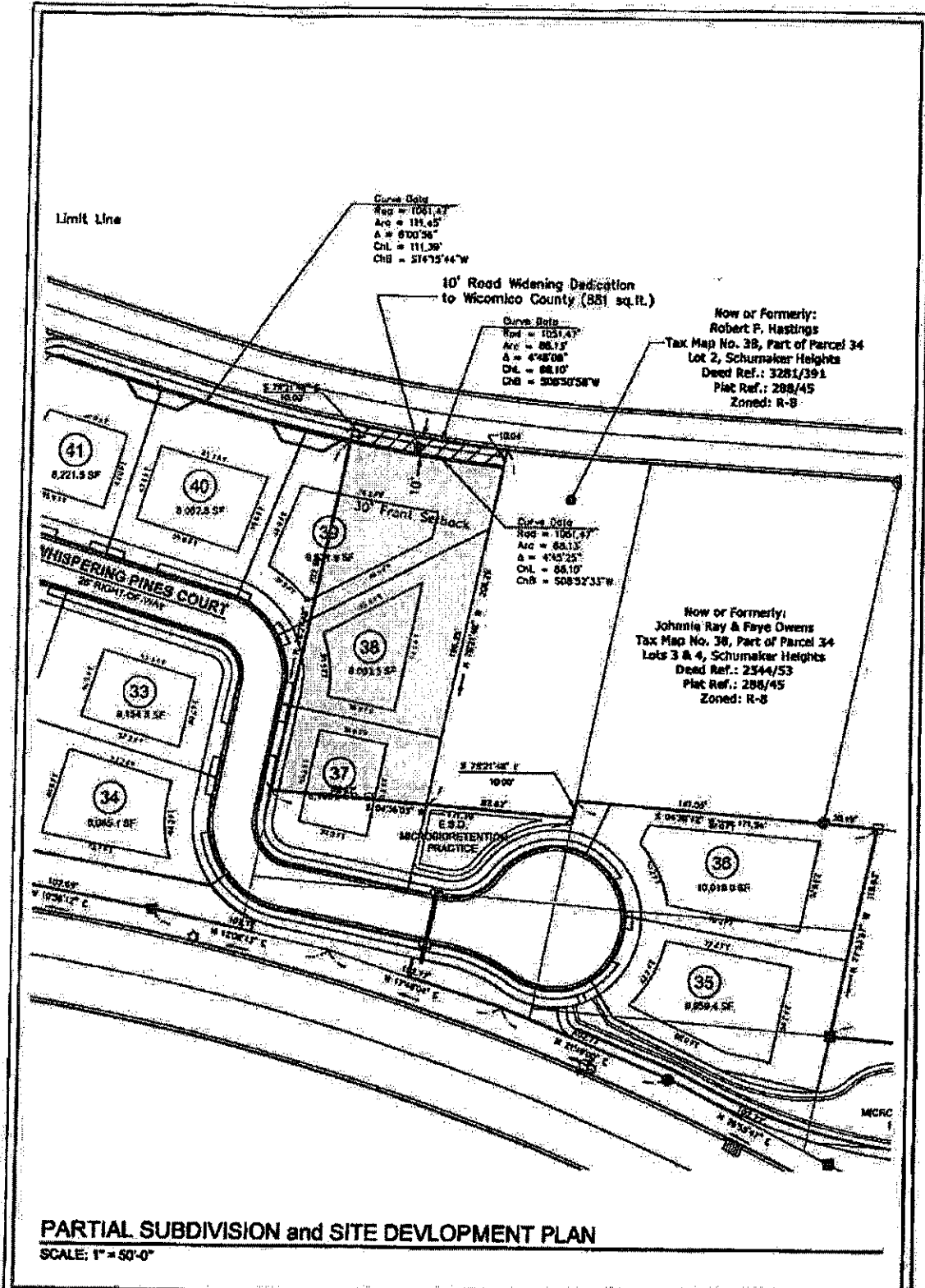
<u></u>	<u>3.28.2019</u>
<u>FOR TIMBERCREST FERT, LLC</u>	Date
_____	Date
_____	Date
_____	Date

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

	ARCHITECTURE ENGINEERING INCORPORATED
318 HAMELWOOD ST • SUITE 100 • 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.

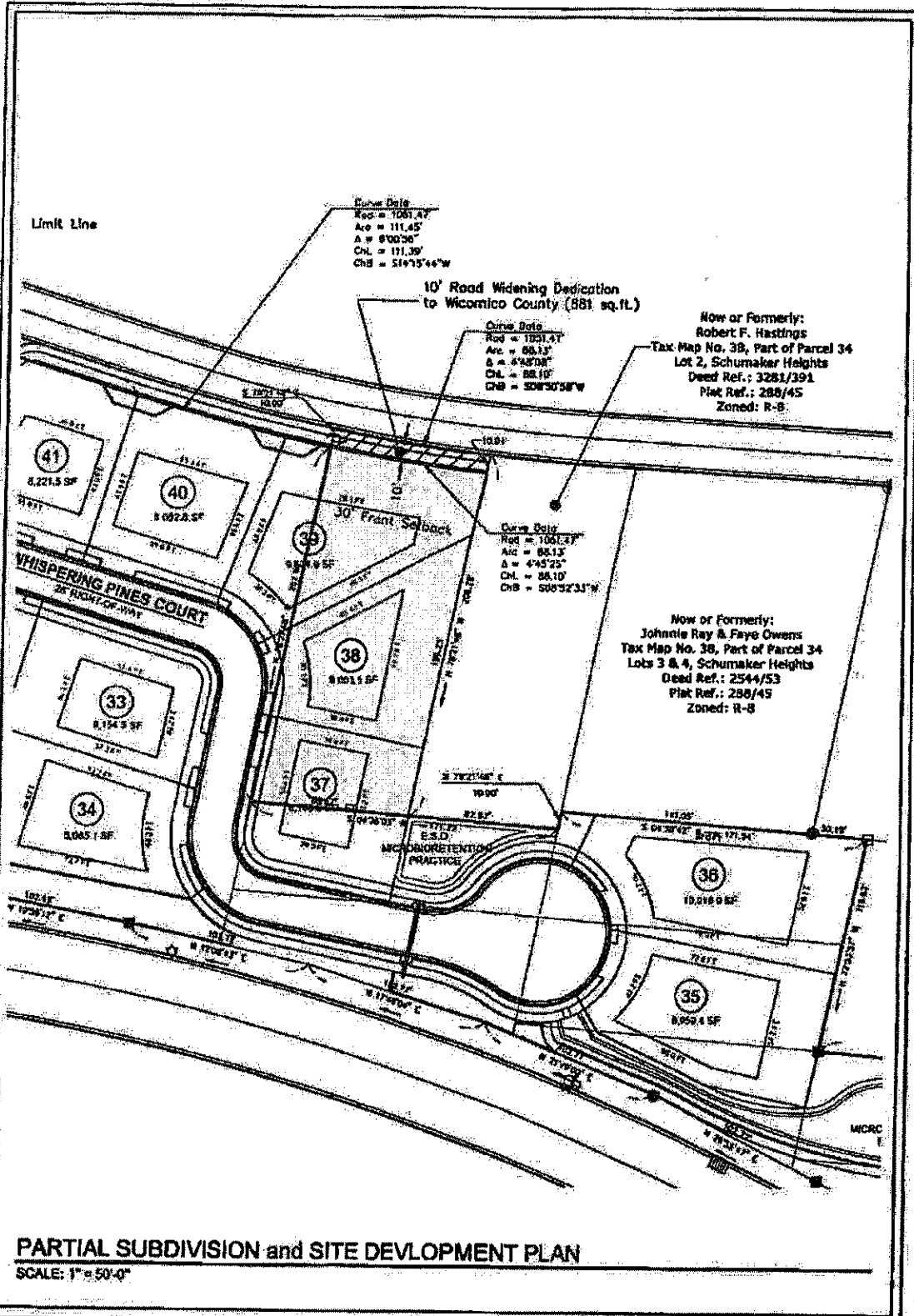
3.7. Stormwater Management. Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

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.

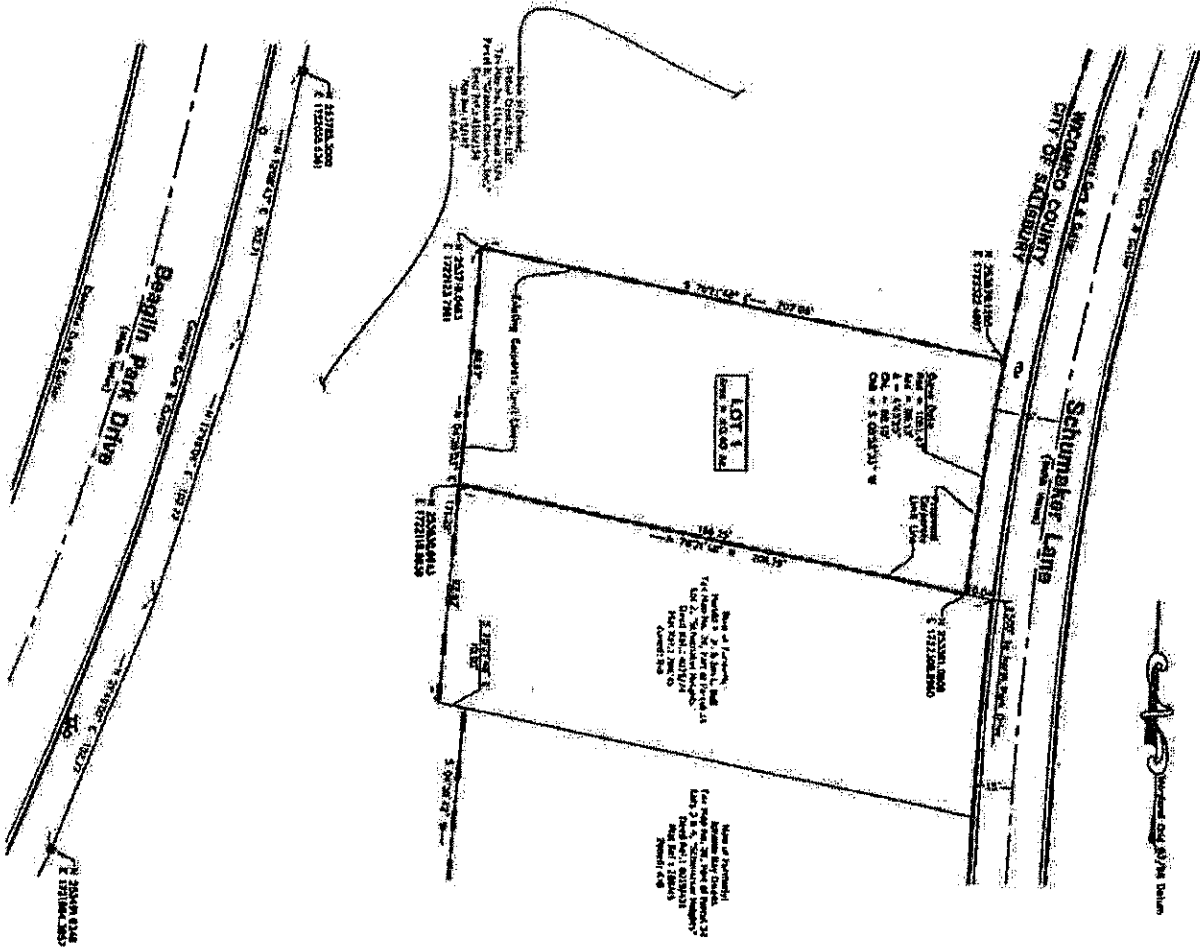
Exhibit A



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

GREYSTONE
RESIDENTIAL COMMUNITY
TIMBERCREST LLC, DEVELOPER
SALISBURY, MARYLAND

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



LEGEND

- George's Memorial Fund
- Lot 1
- Lot 2
- Lot 3
- Lot 4
- Lot 5

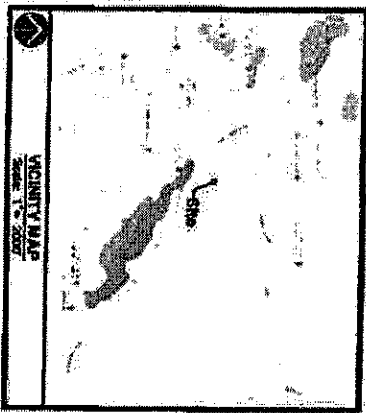
Scale: 1" = 40'

OWNER'S & SURVEYOR'S CERTIFICATION

I, the undersigned, being the owner of the above described land, do hereby certify that the same is the property of the above named person or persons, and that the same is not subject to any other claim or interest.

Witness my hand and seal this _____ day of _____, 2011.

W. BRUCE WAGNER
Surveyor



PURPOSE STATEMENT

The purpose of this map is to show the boundaries and area of Lot 1, as shown on the attached plan. The plan is based on a survey conducted by the undersigned on or about the date shown on the plan.

Witness my hand and seal this _____ day of _____, 2011.

W. Bruce Wagner
Surveyor



**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

RESOLUTION NO. 2975

A RESOLUTION of the City of Salisbury to adopt an annexation plan for 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 of 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 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 "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, being more particularly described in **Exhibit A** attached hereto and made a part hereof; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT an annexation plan for the "Timber Crest SBY, LLC – Schumaker Lane Annexation" as 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."

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.

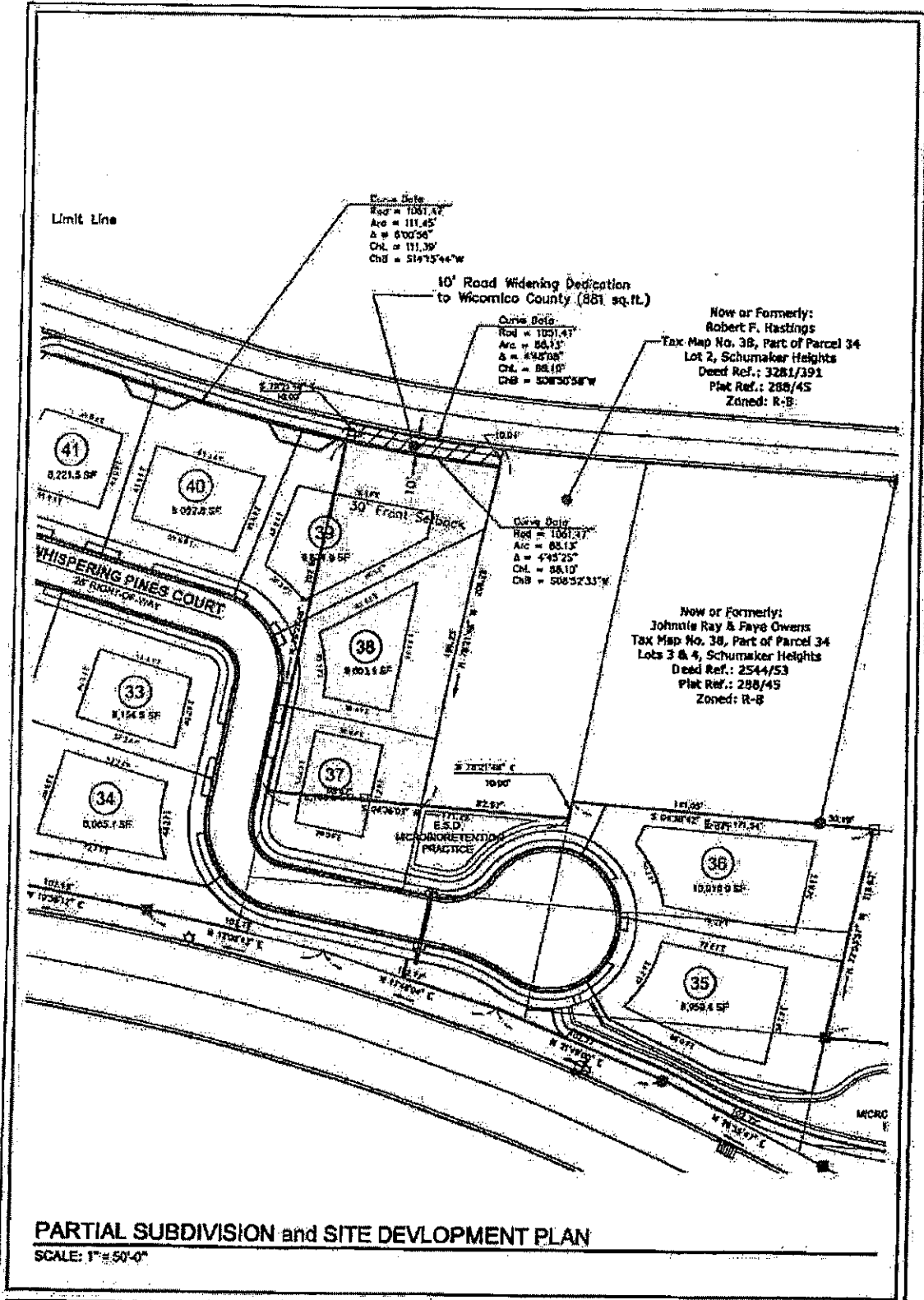
3.7. Stormwater Management. Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

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:	
LOT/PROJ. NO.:	10-016
DESIGN BY:	NI
DRAWN BY:	
SCALE:	
STAGE:	
DWG FILE:	

GREYSTONE
RESIDENTIAL COMMUNITY
TIMBERCREST LLC, DEVELOPER
SALISBURY, MARYLAND

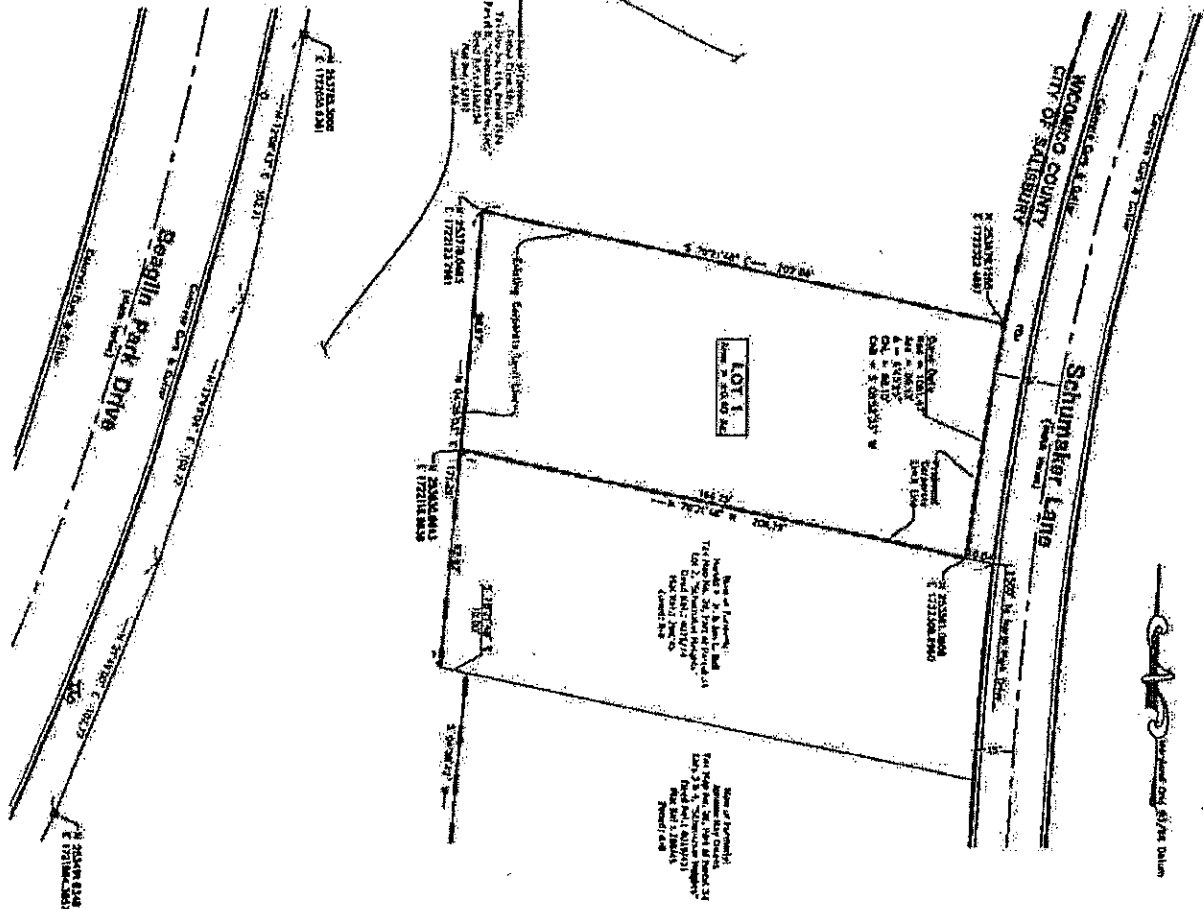
NOTT

ARCHITECTURE

ENGINEERING

INCORPORATED

7181 HAMMOND ST • SUITE 100 • SALISBURY, MARYLAND
 (410) 749-3229 • FAX (410) 749-0001



Surveyed by W. Bruce Wagner

LEGEND

- Symbol: General boundary from previous survey
- Symbol: Utility Pole
- Symbol: Easement



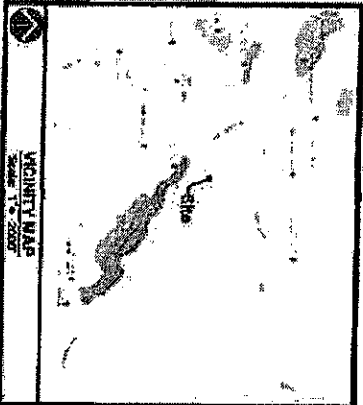
CONSENT & SURVEYOR'S CERTIFICATION

I, the undersigned, being the registered Professional Surveyor of the State of Maryland, do hereby certify that I am a duly Licensed Surveyor of the State of Maryland, and that I am the author of the foregoing plat, and that the same is a true and correct representation of the facts as shown to me by the owner of the land surveyed, and that the same is in accordance with the laws and regulations of the State of Maryland relating to the practice of the profession of Surveying.

Witness my hand and seal at the City and County of Baltimore, Maryland, this _____ day of _____, 2017.

W. Bruce Wagner
Professional Surveyor

- NOTES**
1. DATES:
Survey Plat No. 100
Recorded in the Office of the Register of the Land Office, Baltimore, MD 21204
 2. The State of MD, Ord 53, Part of Parcel 31
 3. Parcel 31/20/15
 4. Parcel 31/20/15
 5. See adjacent Schumaker Lane
 6. Zoning: B-6
 7. A.M.C. 2015-07 (M & N, 169-18 (A-1))
 8. If the Surveyor has any questions or concerns, please contact the Surveyor at the address below.



SURVEY STATEMENT

This plat was prepared by the Surveyor from the field notes and data collected during the survey of the land shown on this plat, and that the same is a true and correct representation of the facts as shown to me by the owner of the land surveyed, and that the same is in accordance with the laws and regulations of the State of Maryland relating to the practice of the profession of Surveying.

Surveyed by: W. Bruce Wagner
Professional Surveyor
Date: 10/10/2017



**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.
Pittesville, MD 21850
410-430-0287
bwagnersurveying@gmail.com

Memorandum

To: Amanda Pollack, Director of Infrastructure & Development

From: William T. Holland

Date: 8/9/2019

Re: Dirk Widdowson – Johnson Road Annexation

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



Dirk & Gayle Widdowson

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

January 10, 2019

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

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

Dear Mr. Holland:

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

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

Very truly yours,



Dirk W. Widdowson

DWW/ces

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 270

Map # 48

SIGNATURE (S)

Philip W. Henderson

1-9-19
Date

Date

Date

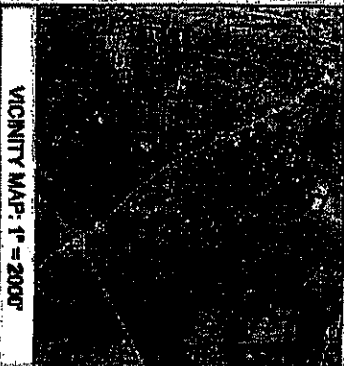
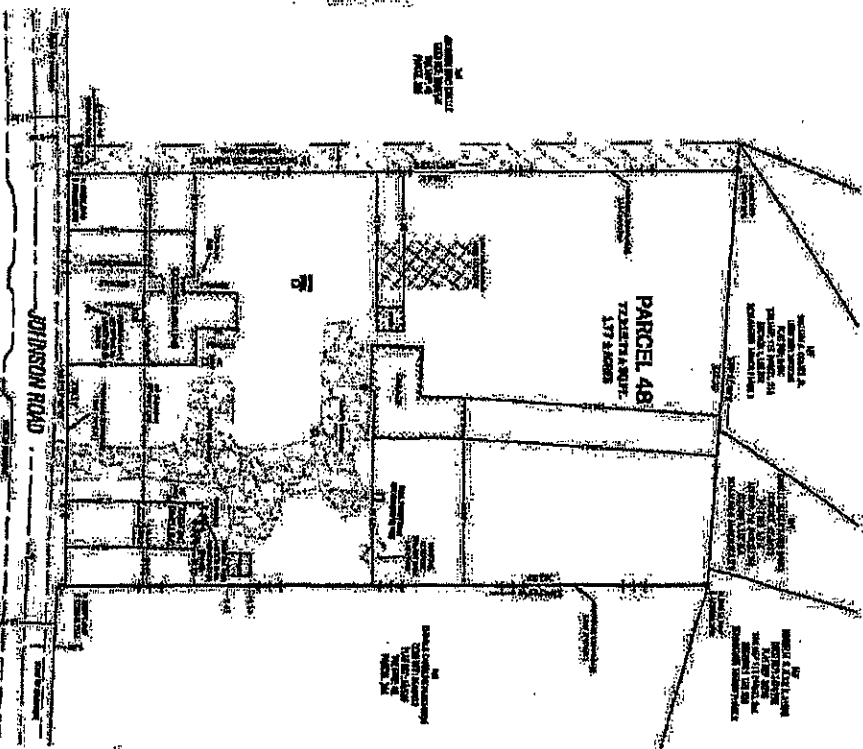
Date



LEGEND	
	PROPOSED RIGHT-OF-WAY
	BOUNDARY
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPOSED ENCROACHMENT
	EXISTING ENCROACHMENT
	PROPOSED STRUCTURE
	EXISTING STRUCTURE
	PROPOSED UTILITY
	EXISTING UTILITY
	PROPOSED FENCE
	EXISTING FENCE
	PROPOSED DRIVEWAY
	EXISTING DRIVEWAY

GENERAL NOTES

1. THIS PLAN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN PERMISSION.
2. THE ENGINEER HAS NOT BEEN ADVISED OF ANY CHANGES IN THE INFORMATION ON WHICH THIS PLAN WAS BASED SINCE HIS DATE OF PREPARATION.
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8. THE ENGINEER HAS NOT BEEN ADVISED OF ANY CHANGES IN THE INFORMATION ON WHICH THIS PLAN WAS BASED SINCE HIS DATE OF PREPARATION.



ANNEXATION PLAT

FOR

ROGER L. & IRIS A. WEBSTER

MATTHEWS ELECTION DISTRICT, WOODLAND COUNTY, CALIFORNIA

DATE OF RECORDING: 10/29/2013

DATE OF RECORDING: 10/29/2013

DATE OF RECORDING: 10/29/2013



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,

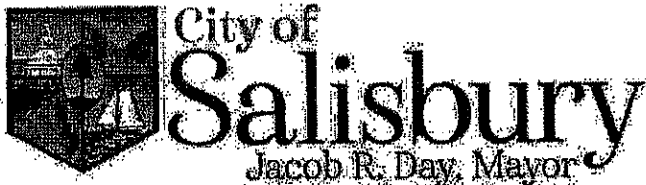
Anne Roane

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



www.salisbury.md

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



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.

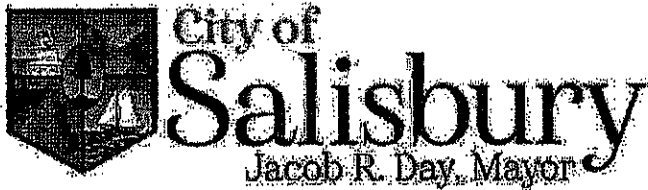
a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. This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

M.C.

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

3. Maryland Law.

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



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 4th. 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

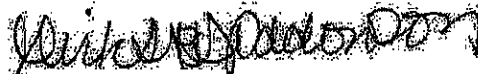
Re: *Annexation of Property Located at 927 Johnson Road*

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.

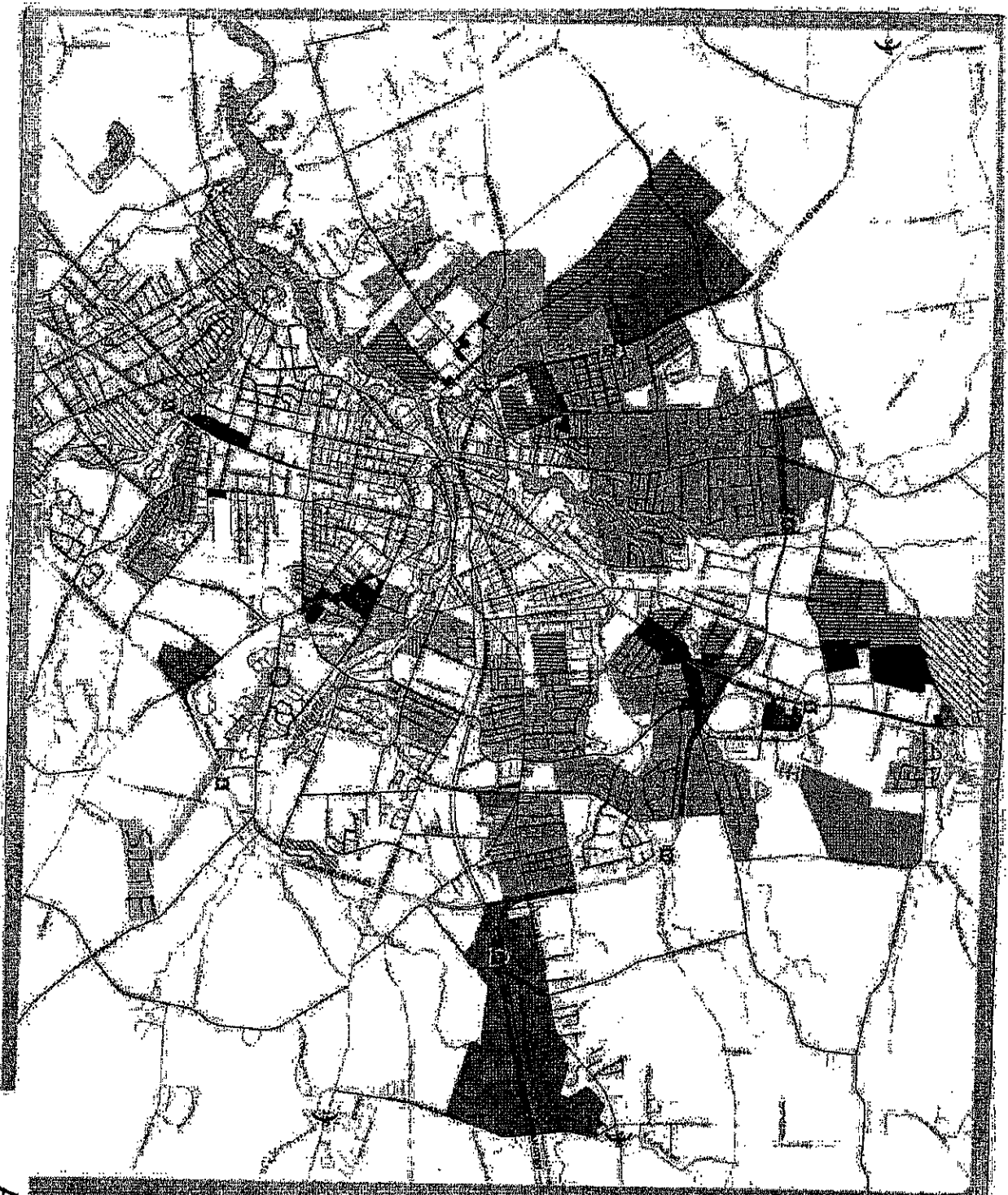
Leslie C. Sherrill
 Surveyor

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/Chesapeake Growth Area
- Low Density Residential-1076 66 ac (11.8%)
- Medium Density Residential-1781 97 ac (30.6%)
- High Density Residential-440 38 ac (3.6%)
- Business and Institutional-2938 ac (10.2%)
- Community-407 2 ac (0.2%)
- Industrial-608 69 ac (1.9%)
- Mixed Use-1099 23 ac (3.7%)
- Parks and Open Space-144 76 ac (1.6%)
- Salisbury University-281 55 ac (2.1%)
- Medium and Heavy-1073 39 ac (3.2%)
- Waterbodies-429 36 ac (1.3%)

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



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



ATTACHMENT 2



RESOLUTION NO. 2968

1
2
3 A RESOLUTION of the City of Salisbury to adopt an annexation
4 plan for a certain area of land contiguous to and binding upon
5 the southerly Corporate Limit of the City of Salisbury to be
6 known as "Johnson Road - Dirk Widdowson Annexation"
7 beginning for the same at a point being South from a corner of
8 the existing Corporate Limit of the City of Salisbury and also
9 being on the westerly line of and near the northwesterly
10 corner of the lands of Dirk Widdowson located at 927 Johnson
11 Road continuing around the perimeter of the affected property
12 to the point of beginning.

13 WHEREAS the City of Salisbury is considering the annexation of a parcel of land
14 contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be
15 known as "Johnson Road-Dirk Widdowson Annexation" beginning for the same at a point
16 being South from a corner of the existing Corporate Limit of the City of Salisbury and also
17 being on the westerly line of and near the northwesterly corner of the lands of Dirk
18 Widdowson located at 927 Johnson Road continuing around the perimeter of the affected
19 property to the point of beginning; and

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

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

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

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

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

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

46 _____
47 Kimberly R. Nichols,
48 City Clerk
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.

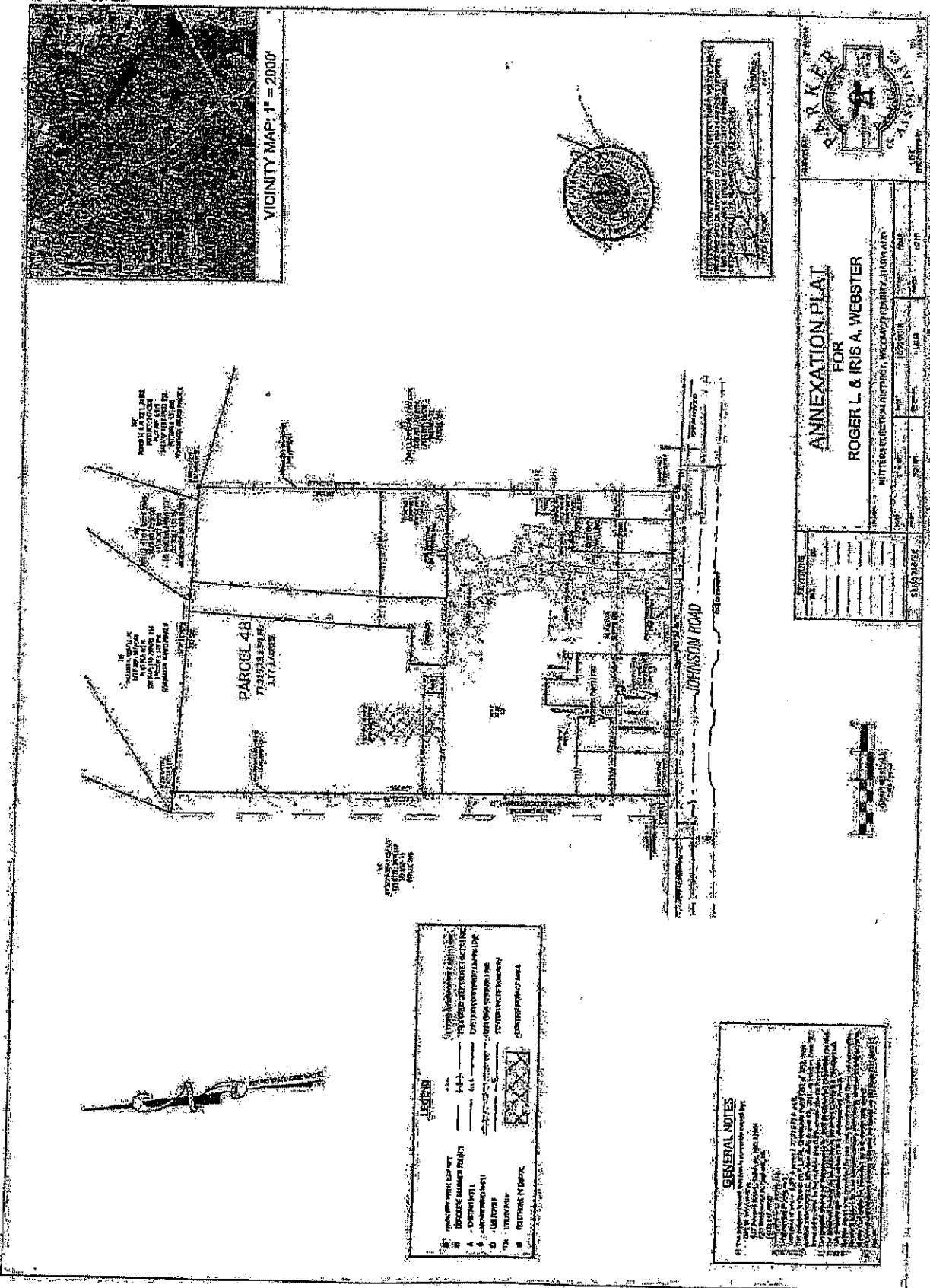
3.6. Police. The City of Salisbury Police Department will provide police services to the Widdowson Property.

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



VICINITY MAP: 1" = 2000'

PARCEL 418
TOWN OF ...
HAMILTON COUNTY, INDIANA

JOHNSON ROAD

ANNEXATION PLAT
FOR
ROGER L. & IRIS A. WEBSTER

LEGEND

- PUBLIC UTILITY LINES
- PRIVATE UTILITY LINES
- - - EASEMENT
- PROPERTY BOUNDARY
- PROPERTY LINE
- EASEMENT

GENERAL NOTES

- This plat is subject to all applicable laws and regulations.
- The plat is subject to all applicable laws and regulations.
- The plat is subject to all applicable laws and regulations.
- The plat is subject to all applicable laws and regulations.

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 _____, 2019 at
34 6:00 p.m.

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

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

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

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

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

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

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

69 _____
70 _____
71 Kimberly R. Nichols,
72 City Clerk

John R. Heath,
Council President

73
74 APPROVED BY ME this ____ day of _____, 2019.

75
76 _____
77 Jacob R. Day,
78 Mayor

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 270

Map # 48

SIGNATURE (S)

Christina 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.

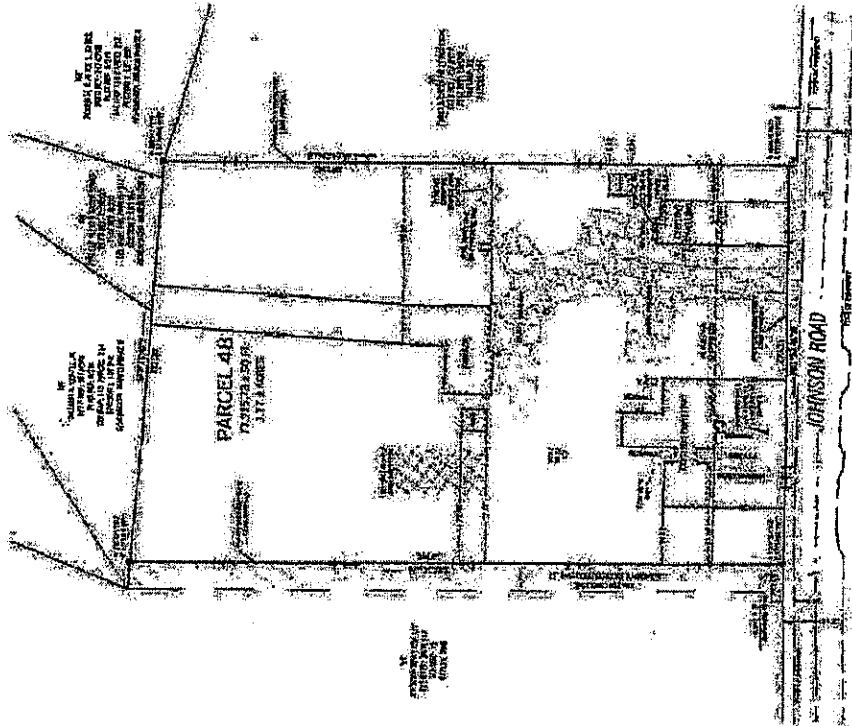
3.8. Waste Collection. The City provides garbage and recycling collection for single-family residential dwellings located within the municipal limits. Upon annexation of the Widdowson Property, the City will provide municipal garbage and recycling collection services for the Widdowson Property, subject 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



VICINITY MAP: 1" = 2000'

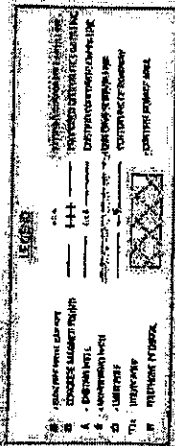


ANNEXATION PLAT FOR

ROGER L. & IRIS A. WEBSTER

RUTHERFORD COUNTY, GEORGIA COUNTY, NORTH CAROLINA

FILE NO.	2018	PROJECT	ANNEXATION	DATE	01/11
CITY/TOWNSHIP	WELLS	MAP			
SHEET NUMBER					



GENERAL NOTES

- This plat is subject to all laws, ordinances, regulations and orders of the State and County of Georgia.
- This plat is subject to the rules and regulations of the State Board of Survey and the County Board of Survey.
- This plat is subject to the rules and regulations of the State Board of Planning and the County Board of Planning.
- This plat is subject to the rules and regulations of the State Board of Education and the County Board of Education.
- This plat is subject to the rules and regulations of the State Board of Health and the County Board of Health.
- This plat is subject to the rules and regulations of the State Board of Agriculture and the County Board of Agriculture.
- This plat is subject to the rules and regulations of the State Board of Commerce and the County Board of Commerce.
- This plat is subject to the rules and regulations of the State Board of Industry and the County Board of Industry.
- This plat is subject to the rules and regulations of the State Board of Labor and the County Board of Labor.
- This plat is subject to the rules and regulations of the State Board of Transportation and the County Board of Transportation.
- This plat is subject to the rules and regulations of the State Board of Public Safety and the County Board of Public Safety.



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 (3rd) 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

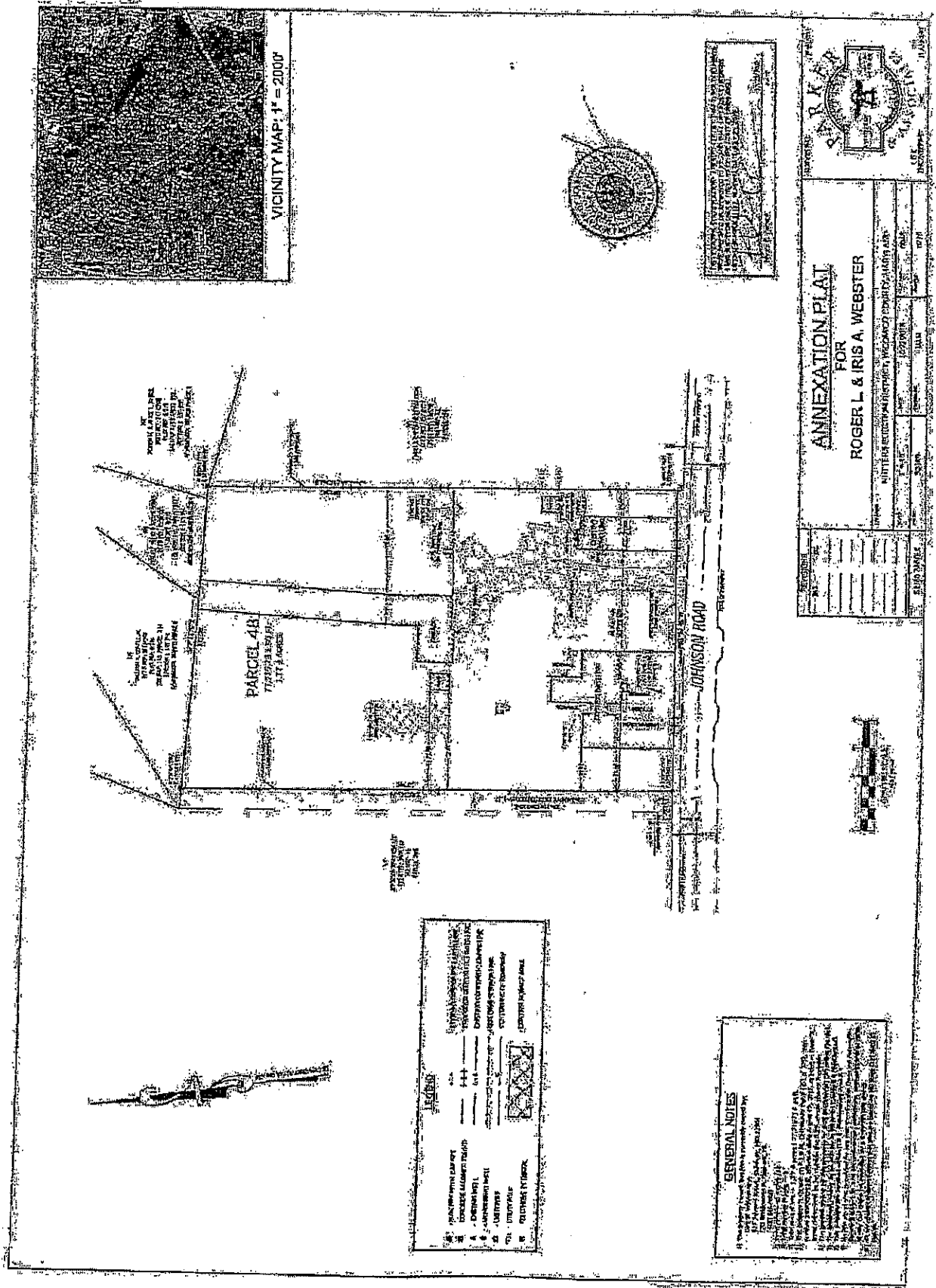


EXHIBIT B

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: Julia Glanz,
From: John W. Tull, Fire Chief
Subject: Budget Amendment Request
Date: October 1, 2019

The Fire Department is requesting the approval of a budget amendment for reimbursement of \$4,827.79 to the FY20 Fire Department's vehicle operating account (24035-534308) for insurance proceeds received from the Local Government Insurance Trust (LGIT). This insurance claim was filed due to damage sustained to Ambulance A-2 while responding to a medical emergency on June 30, 2019.

On September 9, 2019 an insurance claims check from LGIT (see attached) was issued directly to the City of Salisbury for the repair cost to Ambulance A-2 in the amount of \$4,827.79 and was deposited into City's general fund revenue account. This request for reimbursement of these funds will replenish the Fire Department's vehicle repair account and bring this account back in line with the approved FY20 budget.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

Attachment: Budget Amendment Ordinance – Insurance Claim
Local Government Insurance Check Payment (Copy)

LOCAL GOVERNMENT INSURANCE TRUST

CLAIMS CHECKING 63699

CLAIM NUMBER	DATE OF OCCURRENCE	DESCRIPTION	PAYMENT AMOUNT
09/09/2019 AU-2019-0045577-001	06/30/2019	Repair cost for VIN A85208.	\$5,827.79
AU-2019-0045577-001	06/30/2019	Deductible Applied EMS Unit- A2	-\$1,000.00
		Claim #45577 Salisbury Fire Dept. 2016 Ford F550 XLT 2D Ford Red	\$4,827.79
CHECK NUMBER		TOTALS ▶	

P.O. # _____

VENDOR # 1478

INVOICE # N/A / Pmt. Check

INVOICE DATE 9.9.19

INVOICE AMOUNT TO BE PAID CREDIT CHECK 4,827.79

ACCT # 90001-555010

INVOICE IS APPROVED FOR PAYMENT

Frank Ennis
Signature

DATE 9.16.19

RECEIVED

SEP 16 2019

BY: F. Ennis

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS



7225 PARKWAY DRIVE
HANOVER, MD 21076

M&T
BALTIMORE, MD

63699 7-11
520

FOUR THOUSAND EIGHT HUNDRED TWENTY-SEVEN DOLLARS AND 79 / 100

CHECK DATE	CHECK NO.
09/09/2019	63699

-VOID AFTER 180 DAYS-

PAY TO THE ORDER OF

CHECK AMOUNT

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ORDINANCE NO. 2566

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE FY2020 FIRE DEPARTMENT BUDGET TO TRANSFER INSURANCE FUNDS RECEIVED BY THE CITY TO THE FIRE DEPARTMENT OPERATING BUDGET FROM THE GENERAL FUND FOR REVENUE RECEIVED FOR REPAIRS TO AMBULANCE A-2.

WHEREAS, damage was done to Ambulance A-2, during legitimate City of Salisbury Fire Department duties; and

WHEREAS, the Fire Department paid for the repairs to Ambulance A-2 out of the FY2020 Fire Department Operating Budget; and

WHEREAS, the City has received insurance proceeds from the Local Government Insurance Trust (LGIT) in the amount of \$4,827.79 for the repairs to Ambulance A-2; and

WHEREAS, the insurance proceeds are to be used to replenish the Fire Department Operating Budget and to bring it back in line with planned FY2020 budget expense projections for the remainder of the fiscal year.

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

- 1) Increase the General Fund Revenue – Insurance proceeds account by \$4,827.79
- 2) Increase the Fire Department's Expense - Vehicles account (24035-534308) by \$4,827.79

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this ____ day of _____ 2019, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2019.

ATTEST:

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

MEMORANDUM

To: Julia Glanz,
From: John W. Tull, Fire Chief
Subject: Budget Amendment Request
Date: October 8, 2019

The Fire Department is requesting the approval of a budget amendment in the amount of \$5,226.25 for proceeds received from the auction sale of two (2) Fire Department vehicle's listed below that were declared as surplus:

- 1999 Ford Crown Victoria (EMS 1)
- 2005 Chevrolet Suburban (Car 1)

Both vehicles were sold through auction in compliance with City code and policy.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

Attachment: Budget Amendment Ordinance

ORDINANCE NO. 2567

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2020 FIRE DEPARTMENT BUDGET TO TRANSFER FUNDS FROM THE CITY GENERAL FUND TO THE FIRE DEPARTMENT OPERATING BUDGET TO COVER EXPENSES FOR VEHICLE MAINTENANCE.

WHEREAS, the City has declared a 1999 Ford Crown Victoria and a 2005 Chevrolet Suburban as surplus and the vehicles have been sold at auction: and

WHEREAS, both vehicles were operated by the Salisbury Fire Department; and

WHEREAS, the City has received a total of \$5,226.25 from the proceeds generated from the auction sale and placed the funds in the City General Fund; and

WHEREAS, the Fire Department has use for the funds received and requests that the funds of \$5,226.25 be reallocated to the Fire Department Operating Budget for FY2020.

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

- 1) Increase the General Fund Revenue – sale of assets proceeds account by \$5,226.25
- 2) Increase the Fire Department's Expense - Vehicles account (24035-534308) by \$5,226.25

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the ___ day of _____, 2019, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ___ day of _____, 2019.

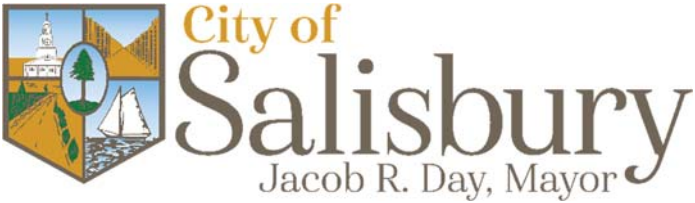
ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ___ day of _____, 2019.

Jacob R. Day, Mayor



MEMORANDUM

To: City Council
From: Kim Nichols, City Clerk
Subject: Budget Amendment for possible tie election
Date: October 24, 2019

Attached is a budget amendment appropriating funds from the FY 2020 General Fund to Elections to conduct a Special Election should the upcoming November 5, 2019 election result in a tie in one or more districts. The first reading of the ordinance must occur now in case there is a tie so that the second reading and approval by Council can be scheduled within the time period needed to conduct the Special Election, within 45 to 60 days after the General Election.

Our estimates to conduct the Special Election for one district total \$12,444.00. If all five districts result in ties, approximately \$47,370.00 would be required. Because costs of advertising, printing and mailings can fluctuate, and we can only estimate the time required from the Elections Office staff to conduct this possible additional election, we should transfer \$53,000 to cover any additional unexpected costs. Attached are the calculated estimates.

I recommend that the City Council approve the attached ordinance for first reading, and should a tie not occur in one or more districts, the budget ordinance will not be presented for second reading. If we do need to fund a Special Election, there will be time for a second reading.

Amend

	1 Tie Election (Within 45-60 days)	5 Tie Elections
SALARIES		
Board Chairman - Annual Compensation		
2 Board Members - Annual Compensation		
Election Office Staff - County Time (\$4500)	900	4500
Election Office Staff - Personal Time (\$2000)	400	2000
Part-time Office Help (\$11.00 an hour)	200	1000
10 Chief Judges (\$350 each)	2 Chiefs 700	10 Chiefs 3500
10 Check In Judges (\$250 each)	2 CI 500	10 CI 2500
30 Voting Judges (\$250 each)	1 Unit 1500	5 Units 7500
5 Provisional Judges (\$225 each)		
Mileage - Staff, Election Day Support	250	250
POLLING PLACE RENTALS		
Dist 1 thru 5 (\$200 each)	1 poll 250	4 polls 1000 (no fee for Fire Dept.)
VOTING EQUIPMENT		
E Pollbook Programming	1000	1000
Audio Programming, ADA voting unit	1000	1000
10 DS-200 Scanner Units (\$100 each, 2/location)	2 DS-200 200	10 TS 1000
5 ADA Voting Units (\$100 each; 1/location)	1 ADA 100	5 ADA 500
12 DS-200 Scanner Unit memory sticks (\$50 each)	2 sticks 100	10 sticks 500
10 Electronic Pollbooks (\$100 each)	2 EPB 200	10 EPB 1000
2 DS-200 Scanner Units (\$100 each, 2/canvass)	2 Unit 600	2 Units 600
Equipment Transportation (\$600 per site) - Vendor	1 site 600	5 sites 3000
ADVERTISING		
Daily Times Notice of Election	800	800
PRINTING		
Sample Ballot production and printing - Vendor	700	3500
7,000 Election Day ballots (40% turnout +\$500 fee)	500	2500
700 Absentee Applications - Vendor (\$300)	60	300
Envelopes-mailing, Abs return-oath envelope (\$200)	40	200
600 Absentee Ballots (\$0.20 each) - Vendor	24	120
SUPPLIES - ELECTION AND OFFICE		
Polling Place and Election Supplies - \$300	60	300
POSTAGE		
Specimen Ballot postage- Vendor (\$8500)	1700	8500
Postage for mailing Absentee Ballots (\$300)	60	300
Total - 1:	12444	Total - 4: 47370

ORDINANCE NO.2568

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE FY 2020 GENERAL FUND BUDGET TO APPROPRIATE FUNDS NEEDED TO ADMINISTER AN ELECTION IN DISTRICTS ONE, TWO, THREE, FOUR AND FIVE IN THE EVENT OF A RESULTING TIE IN THE NOVEMBER 5, 2019 CITY ELECTION.

WHEREAS, the November 5, 2019 City of Salisbury Election may result in a tie for the winner in one or more election districts; and

WHEREAS, in that event, the City must fund a Special Election to determine the single winner of these districts; and

WHEREAS, the City’s FY 2020 budget does not contain an appropriation sufficient to cover the expense of conducting this additional election.

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 hereby is amended as follows:

- 1) Increase Current Surplus Available (01000- 469810) by \$53,000
- 2) Increase Elections (13000-xxxxxx) by \$53,000

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this ____ day of _____ 2019, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2019.

ATTEST:

Diane K. Carter, Assistant City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2019.

Jacob R. Day, Mayor

Finance Department / HCDD

MEMO

To: Keith Cordrey

From: Robert McClure

Subject: Ordinance – Budget Amendment – Acceptance of Community Needs Grant funding through the Community Foundation of the Eastern Shore to support the Salisbury Youth Civics Council.

Date: October 2, 2019

In 2019, the City of Salisbury submitted an application to the Community Foundation of the Eastern Shore (CFES) to be considered for funding through their Community Needs Grant. This grant solicited funds to support the work of the Youth Civics Council (SYCC) for the 2019/2020 school year, and included funding for supplies and food. From this application, the City of Salisbury has been approved for \$3,512. These funds are to be appropriated into a new account to serve this purpose.

Attached are several pages from the grant application/agreement with the amount of the grant awarded highlighted on page 4.

Please forward this information to the City Council to be placed on the work session agenda for the October 21, 2019 meeting, then on the legislative agenda for first reading at the October 28, 2019 meeting, and second reading / final passage at the November 12, 2019 meeting. Thank you for your assistance.



Robert A. B. McClure
Grants Coordinator
Finance Department / HCDD

Attachments

CC: Olga Butar
Deborah Stam
Julia Glanz
Andy Kitzrow
Kim Nichols
Diane Carter
Kevin Lindsay
Mark Tilghman
Kristine Devine

FY20 Round 1 Community Needs Grants - City of Salisbury | Lindsay, Kevin

Applicant View

Agency Information

Agency Information	
*EIN Number (no dash necessary):	526000806
*Agency Name:	City of Salisbury, MD
*Street Address:	207 W. Main Street
Street Address 2:	
*City:	Salisbury
*State:	MD
*Zip Code:	21801
*Agency Type:	Government agency
*Phone Number:	410-341-9550
*Executive Director/Church Elder/School Principal/Governmental Official Name:	Kevin Lindsay
*Email:	klindsay@salisbury.md
Project Details	
*Project Name or Single Sentence Description (max 15 words):	
Youth Civics Council	
*Project Coordinator:	Kevin Lindsay
*Email:	klindsay@salisbury.md
*Anticipated Project Start Date:	8/26/2019
*Anticipated Project Completion Date:	6/19/2020
*Amount Requested (Max \$5,000):	\$3,902
*Has your organization previously applied for grants from CFES?	Yes
*Has your organization participated in any CFES sponsored grant writing workshops or courses?	Yes

Demographics Information

Demographics Information	
*Geographic area of residents to be served by this grant project:	Wicomico
*Primary age group to be served by this grant:	Child (5-18)
*Approximate number of people this grant will serve:	15
*Mission Focus (choose the community need closest to your mission focus): **Community Improvement = Alliances, Chambers, Economic Development, Neighborhood Associations, Service Clubs, etc.***Youth Development = Centers, Clubs, Mentoring, Scouting, Professional Societies, etc.	Youth Development***
*Project Focus(choose the community need closest to your project/program focus):	Civil/Social Action/Advocacy

Project Proposal Narrative

Project Proposal Narrative All responses are 200 words or less
*Briefly describe the specific purpose and evidence of need for which this grant is requested:
<p>The City of Salisbury Youth Civics Council (SYCC) is an official extension of the Salisbury City Council. The SYCC mission is to mobilize and empower youth, grades 7-12, of our community by providing meaningful opportunities to engage in civic leadership and service learning. The City of Salisbury has doubled down our commitment to serving the youth in our community by hiring a full-time Youth Specialist. This position has a varying portfolio to make sure that strong, results/metric driven programs are created to have a lasting impact. The SYCC has been revamped and will focus on five areas; music and the arts, homelessness, youth, elderly, and legacy. The SYCC will have 15 student cohort and will meet two times a month. They will learn leadership and organizational skills, along with developing projects around the five areas. At the end of the year the students will present their finished projects and recommendations to the City Council and any other appropriate body. The budget will be used for notebooks, leadership curriculum, project materials, and snacks. We look forward to developing strong leaders that will give back in our community.</p>

FY20 Round 1 Community Needs Grants - City of Salisbury | Lindsay, Kevin

*Are there any other agencies/organizations in the area doing this or similar work?	No
*Are you partnering with any local agencies for this project?	No
Project Management Capacity	
*Who is the staff person(s) carrying out and supervising this project?	
Jermicael Mitchell, Youth Development Specialist and Kevin Lindsay, Neighborhood Relations Manager.	
*Name:	Kevin Lindsay
*Title:	Neighborhood Relations Manager The city
*Email address:	klindsay@salisbury.md
*Why is your agency uniquely situated to deliver this program?	
Mayor Day and the City of Salisbury has decided that the youth are as vital to cities growth just as much as anyone. We have started, PAL (Police Athletic League) program with Salisbury Police Department, a summer youth work program, and have opened up one community center and are in the process of opening up another one. We are fully committed in developing youth in all areas. This would be another extension of that.	
If you have additional comments or important information you want us to know about this project, please document that in the following comment box:	

Budget Information

Budget Information	
Expense Table Worksheet:	
Please download the expense table worksheet and upload it once completed:	
*Upload the Expense Table Worksheet:	Expense Table Worksheet (1) (3) (7).xlsx
Budget Narrative:	
Note: Please enter the narrative for all the Project Expenses as per the Project Expenses that you have entered on the uploaded Expense Table Worksheet.	
*Budget Narrative for Project Expense 1:	
4 packs of pens at \$5.59 apiece	
*Add another Expense 2:	Yes
*Budget Narrative for Project Expense 2:	
15 Handbooks at \$185.00 a piece	
*Add another Expense 3:	Yes
*Budget Narrative for Project Expense 3:	
20 shirts at \$9.24 a piece	
*Add another Expense 4:	Yes
*Budget Narrative for Project Expense 4:	
15 Hats at \$13.01 a piece	
*Add another Expense 5:	Yes
*Budget Narrative for Project Expense 5:	
Food from Old town Deli. Refreshments, sandwiches, chips and light snacks for the entire school year for 20 meetings throughout school year.	
*Add another Expense 6:	No
*Total project expenses from Expense Table Worksheet:	\$3,902
*Amount requested from the Community Foundation:	\$3,512
*Percentage of the project budget being requested from the Community Foundation:	90
Project Revenue	

FY20 Round 1 Community Needs Grants - City of Salisbury | Lindsay, Kevin

List all potential funding sources for this project including those that may be pending approval through a donor or grant maker. Note: Please be sure to consider and include all potential sources of in-kind support (including volunteer hours, donated materials, etc.) associated with the project. Matching fund requirement: A minimum of 10% of revenue must come from sources other than CFES.

*Government Grants Amount:	\$0
*Community Foundation Grants (this request):	\$3,512
*Other Foundation Grants Amount:	\$0
*United Way Amount:	\$0
*Corporate Sponsors Amount:	\$0
*Individual Contributions Amount:	\$0
*Earned and/or Interest Income Amount:	\$0
*In-Kind Support Amount:	\$390
*Fundraising Income:	\$0
*Cash Contribution (general revenue) :	\$0
*Total project revenue:	3902

Note: Total project expenses must match total project revenue. If they do not match, please check your figures.

*Please list planned and potential future funding sources that will sustain this program after the CFES grant period has ended:

Local Businesses
Wicomico County Board of Education
City of Salisbury

Required Documentation

Required Documentation	
Please upload copies of the following:	
Local partner letter(s) of support, out of area applicants only:	
*Listing of current board of directors (or governing body) (Your list should include detail about board member occupation/employment and city/state):	City Organization.pdf
*Copy of most recent available signed board (or governing body) meeting minutes. These meetings should be held at least four times per year.:	Board meeting.docx
*Upload a letter of board or governing body support of this funding request, signed by the board chair or other governing body leadership:	Board meeting.docx
*Upload a Copy of current year's operating budget:	HCDD Budget.pdf
*Upload one of the following: 1) An annual audit of financial services by an independent certified public accountant for total annual revenue of \$750,000 or more. 2) A financial review by an independent certified public accountant for total annual revenues between \$300,000 and \$749,999. 3) If total annual revenues are under \$300,000, upload a compilation by an independent certified public accountant or unaudited financial statements and a 990 tax form.	FY19 Operating Budget.pdf
Please upload supporting vendor quotes or contract invoices for the budget:	

Project Goals

Project Goals	
Along with your individual project goals, CFES will require you to keep track of the number of volunteers, volunteer hours, number of individuals served, and the amount of grant dollars leveraged for this project. Please start planning now for this new requirement. Grant updates are due at six and twelve months post grant award.	
*Goal 1:	to teach youth about state and local government
*Goal 2:	To teach organization, good setting, delegation of assignments and execution of different projects
Goal 3:	To teach networking and researching resources.
*How will you measure the success of this project? Discuss the ways you will measure your project goals, and the specific objectives and strategies to achieve those goals. Include details such as methods, dates, data sources and who will be responsible for project evaluation.	

FY20 Round 1 Community Needs Grants - City of Salisbury | Lindsay, Kevin

We will measure success by end of the term(one year) evaluation forms for each youth. The meeting after each project will have a reflection period, where we will discuss pros and cons of certain project. The target number of youth that we would like to engage including the 11-15 on council, about another 100 youth. We will keep written track records, along with Jermichael Mitchell and Kevin Lindsay, from City of Salisbury, responsible for project evaluation. We will track youth by having members complete evaluation forms after each session and based off the number of youth reached based off service projects completed.

Signature

Approval	
*Electronic Signature:	Kevin Lindsay 7/31/2019 3:34 PM
*Title:	Neighborhood Relations Manager

Grant Agreement

Amount Awarded:	FY20 Round 1 Community Needs Grants Awarded On 09-19-2019, \$3,512
Please review the attached document for grant agreement terms for your grant award:	
*Please sign to acknowledge you have reviewed the attached grant agreement:	Kevin Lindsay 9/19/2019 12:05 PM
*Please enter the date below:	9/19/2019

Interim Report

Interim Report	
Grant Amount:	FY20 Round 1 Community Needs Grants Awarded On 09-19-2019, \$3,512
*Grantee Organization:	
*Number of people actually served through this grant funding:	
*Number of Volunteers who served during this project:	
*Number of Volunteer Hours recorded for project:	
*Direct funding support leveraged through our grant funds (in dollar amount only):	
Note: All essay questions have a 200 word limit.	
*Describe the project for which Foundation funds were granted:	
*Report data on measurable goals of this project:	
*Please describe the impact of Foundation funds on your project:	
*What is the future of the project?	
Were there any complications or challenges to completing this project?	
Other Comments:	
Please share with us any success stories that occurred as a result of this grant:	
*Please upload copies of receipts, invoices, press releases, or other forms of publicity concerning the project:	
*Signature:	

Final Report

Final Report	
Grant Amount:	FY20 Round 1 Community Needs Grants Awarded On 09-19-2019, \$3,512
*Grantee Organization:	
*Number of people actually served through this grant funding (numeric value only):	
*Counties actually served by this grant:	
*Number of Volunteers who served during this project:	
*Number of Volunteer Hours recorded for project:	
*Direct funding support leveraged through our grant funds (in dollar amount only):	

FY20 Round 1 Community Needs Grants - City of Salisbury | Lindsay, Kevin

Note: All essay questions have a 200 word limit.	
*Describe the project for which Foundation funds were granted:	
*Review the goals section of your grant application. Did you meet the proposed goals?	
*Report data on measurable goals of this project:	
*Please describe the impact of Foundation funds on your project:	
*What is the future of the project?	
Were there any complications or challenges to completing this project?	
Other Comments:	
Please share with us any success stories that occurred as a result of this grant:	
*Please upload copies of receipts, invoices, and/or payroll records showing grant expenditures (totaling the full amount of the grant):	
Please upload any photos, press releases, or publicity that you would like to share from this project:	
*Signature:	

Grant Modification Request

Grant Modification Request	
Grant Amount:	FY20 Round 1 Community Needs Grants Awarded On 09-19-2019, \$3,512
*Current balance of unspent grant funds:	
*Grantee Organization:	
*I am requesting an extension of the current grant period.	
*Current Grant End Date (one year from award date):	
*New End-Date Requested (maximum of 6 months past end of current grant period):	
*Reason for extending the grant period (briefly describe the circumstances necessitating an extension):	
*I am requesting approval to revise the budget for the remaining funds.	
*Original intention for these funds (please list the expenses for which the remaining funds were originally allocated):	
*New expenses (list the expenses for which you would now like to use the remaining funds):	
*Briefly describe the reason for the reallocation of funds:	
Additional comments (please provide any additional information that may be pertinent to this request):	
Supporting documents (optional):	
*Signature:	

FY20 Round 1 Community Needs Grants - City of Salisbury | Lindsay, Kevin

Project Expenses	Item Name	Amount	Quote Source
<i>Exp1</i>	<i>Pens</i>	22	Amazon
<i>Exp2</i>	<i>Handbooks</i>	1,500	Cambridge Handbook
<i>Exp3</i>	<i>Tshirts</i>	185	Custom Ink T-shirts
<i>Exp4</i>	<i>Hats</i>	195	Custom Ink T-shirts
<i>Exp5</i>	<i>Good</i>	2,000	Old town Deli
<i>Exp6</i>			
<i>Exp7</i>			
<i>Exp8</i>			
<i>Exp9</i>			
<i>Exp10</i>			
<i>Exp11</i>			
(A)Total project expenses		3,902	

NOTES

Do NOT make any changes to
Row 1, Row 13, or Column A!

ORDINANCE NO. 2569

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND
APPROVING A BUDGET AMENDMENT OF THE GRANT FUND TO
APPROPRIATE FUNDS FROM A COMMUNITY NEEDS GRANT,
FROM THE COMMUNITY FOUNDATION OF THE EASTERN
SHORE, INC., AWARDED FOR THE CITY OF SALISBURY YOUTH
CIVICS COUNCIL.

WHEREAS, the Community Foundation of the Eastern Shore, Inc. (CFES) has a Community Needs Grant Fund; and

WHEREAS, the purpose of the Community Needs Grant is to provide support to a broad range of charitable programs; and

WHEREAS, youth empowerment and mobilization is identified as a critical component of the future of the City of Salisbury; and

WHEREAS, the mission of the City of Salisbury’s Youth Civics Council is to mobilize and empower the youth of our community by providing meaningful opportunities to engage in civic leadership and service; and

WHEREAS, CFES has awarded a Community Needs Grant to the City of Salisbury, which provides funding in the amount of \$3,512 for the City of Salisbury’s Youth Civics 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's Grant Fund Budget be amended as follows:

- 1) Increase the FY19 CFES Community Needs Grant Revenue Account (10500-426100-XXXXX) by \$3,512
- 2) Increase the FY19 CFES Community Needs Grant Expense Account (10500-546006-XXXXX) by \$3,512

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 28th day of October, 2019, and thereafter, a statement of the substance

45 of the Ordinance having been published as required by law, was finally passed by the Council
46 on the 12th day of November, 2019.

47

48

49 ATTEST:

50

51

52

53 _____
54 Kimberly R. Nichols
55 CITY CLERK

56 _____
57 John R. Heath
58 COUNCIL PRESIDENT

55

56

57

58 APPROVED BY ME THIS
59 _____ day of October, 2019.

60

61

62

63 _____
64 Jacob R. Day
65 MAYOR

65

1 ORDINANCE NO. 2562

2 AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND SECTIONS 15.04.010, 15.04.020,
3 AND 15.04.030 OF CHAPTER 15.04 BUILDING CODE BY ADOPTING UPDATED STANDARD CODES
4 IN SECTION 15.04.010; AMENDING THE AMENDMENTS TO THE INTERNATIONAL BUILDING
5 CODE (2018) (IBC) IN SECTION 15.04.020; AND AMENDING THE AMENDMENTS TO THE
6 INTERNATIONAL PLUMBING CODE (2018) (IPC) IN SECTION 15.04.030, AND TO AMEND SECTION
7 15.24.040 OF CHAPTER 15.24 HOUSING STANDARDS TO ADOPT THE UPDATED STANDARD
8 CODES.

9 WHEREAS, the ongoing application, administration and enforcement of Title 15,
10 Buildings and Construction, of the City of Salisbury Municipal Code, demonstrates a need for its
11 periodic review, evaluation and amendment to keep Title 15 current; and

12 WHEREAS, the Mayor and City Council may amend Chapter 15.04, Building Code,
13 pursuant to the authority granted in SC 2-15 of the Salisbury City Charter and §12-501, et seq.
14 of the Public Safety Article, Maryland Annotated Code and related COMAR regulations; and

15 WHEREAS, the Mayor and City Council have requested that the Department of
16 Infrastructure and Development periodically review Title 15 in light of existing building trends
17 and practices and code updates; and

18 WHEREAS, the adoption of the Department of Infrastructure and Development does
19 recommend approval of the proposed code changes.

20 NOW, THEREFORE, be it enacted and ordained by the Council of the City of Salisbury,
21 Maryland, that Sections 15.04.010, 15.04.020, 15.04.030, and 15.24.040 be amended as
22 follows:

23 Chapter 15.04

24 BUILDING CODE

25 15.04.010 Adoption of Standards Codes

26 The City of Salisbury adopts the following Standard Codes:

- 27 A. International Building Code (~~2015~~2018) (IBC);
 - 28 B. International Residential Code (~~2015~~2018) (IRC);
 - 29 C. International Energy Conservation Code (~~2015~~2018) (IECC);
 - 30 D. International Mechanical Code (~~2015~~2018) (IMC);
 - 31 E. International Plumbing Code (~~2015~~2018) (IPC);
 - 32 F. International Fuel Gas Code (~~2015~~2018) (IFGC);
 - 33 G. International Existing Building Code (~~2015~~2018); ~~and~~
 - 34 H. Maryland Accessibility Code; and
 - 35 I. International Green Construction Code, (2108) (IGCC).
- 36

37 15.04.020 Amendments to the International Building Code (~~2015~~2018)

38 The following additions and deletions are made to the International Building Code (~~2015~~2018):

39 A. Chapter 1 delete Section 101.2.1 Appendices, and replace with the following: Paragraph
40 101.2.1 Appendix provisions on Appendix B. Building Board of Appeals and Appendix I.
41 Patio Covers are adopted as part of the IBC.

42 B. Chapter 1 delete [A] 101.4.4 Property Maintenance.

43 C. Chapter 1 amend [A] 102.6 Existing Structures. The legal occupancy of any structure
44 existing on the date of adoption of this code shall be permitted to continue without
45 change, except as otherwise specifically provided for in this code, the International
46 Existing Building Code, City of Salisbury Property Maintenance Code, International Fire
47 Code or the NFPA Life Safety Code 101 (2018).

48 ~~D. Chapter 1 delete [A] 104.2.1 Determination of substantially improved or substantially~~
49 ~~damaged existing buildings and structures in flood hazard areas.~~

50 ~~D.E. Chapter 1 delete [A] 105.2 Work exempt from permit: 2. Fences not over 7 feet~~
51 ~~(2134mm) high and replace with the following:~~

52 ~~[A] 105.2 Work exempt from permit.~~

53 ~~2. Fences less than fifty (50) lineal feet.~~

54 ~~E.F. Chapter 1 add [A] 105.2.14 Work exempt from permit: 14. to read as follows:~~

55 ~~“Replacement windows, doors, vinyl/aluminum siding and custom trim.” Exception:~~

56 ~~Windows being replaced in bedrooms shall not be reduced in size or shall comply with~~
57 ~~the minimum requirements of [A] 102.6.~~

58 ~~F.G. Chapter 1 amend [A] 109.4 Work commencing before issuance of a permit issuance.~~

59 Any person who commences any work on a building, structure, electrical, gas,
60 mechanical or plumbing system before obtaining the necessary permits may be subject
61 to a permit fee two times the amount of the original fee.

62
63 15.04.030 Amendments to the International Plumbing Code (~~2015~~2018).

64 The following additions and deletions are made to the International Plumbing Code
65 (~~2015~~2018):

66 A. ~~Chapter 1 amend [A] 106.1. Any owner, owner’s authorized agent or contractor who~~
67 ~~desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of~~
68 ~~a building or structure, or erect, install, enlarge, alter, repair, remove, convert or replace~~
69 ~~any plumbing system, the installation of which is regulated by this code, or to cause any~~
70 ~~such work to be performed, shall first make application to the code official and obtain~~
71 ~~the required permit for the work. All work as defined as plumbing in Chapter 2~~
72 ~~Definitions, shall be performed by a Maryland registered master or Maryland registered~~
73 ~~journeyman plumber.~~

74 ~~B. Chapter 1 amend [A] 106.3 Application for permit. Each application for a permit, with the~~
75 ~~required fee, shall be filed with the code official on a form furnished for that purpose~~
76 ~~and shall contain a general description of the proposed work and its location. The~~
77 ~~application shall be signed by the master plumber of record.~~

78 ~~C. Chapter 10 delete Chapter 10 Traps, Interceptors and Separators in its entirety and~~
79 ~~replace with the following:~~

80 The ~~2007~~ 2019 Washington Suburban Sanitary Commission Fats, Oils and Grease
81 Requirements. ~~Section – 1003 Interceptors and Separators with amendments.~~

82

83 15.24.040 – Referenced standards.

84 A. Where the following codes are referenced within this Code, they shall be
85 considered part of the requirements of this Code to the prescribed extent of
86 each such reference:

- 87 1. International Building Code (~~2015~~2018) (IBC);
- 88 2. International Residential Code (~~2015~~2018) (IRC);
- 89 3. International Energy Conservation Code (~~2015~~2018) (IECC);
- 90 4. International Mechanical Code (~~2015~~2018) (IMC);
- 91 5. International Plumbing Code (~~2015~~2018) (IPC);
- 92 6. International Fuel Gas Code (~~2015~~2018) (IFGC);
- 93 7. International Existing Building Code (~~2015~~2018) (IEBC);
- 94 8. Maryland Accessibility Code; ~~and~~
- 95 9. National Electrical Code (2014); ~~and~~
- 96 10. International Green Construction Code (2018) (IGCC).

97

98 Underlined indicate additions

99 ~~Strikethrough~~ indicate deletions

100

101 AND BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF
102 SALISBURY, MARYLAND, that the Ordinance shall take effect as of January 1, 2020.

103 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
104 Salisbury held on the ____ day of _____, 2019, and thereafter a statement of the
105 substance of the ordinance having been published as requested by law in the meantime,
106 was finally passed by the Council on the ____ day of _____, 2019.

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108 ATTEST:

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Diane K. Carter, Assistant City Clerk

John R. Heath, City Council President

Approved by me, this _____ day of _____, 2019.

Jacob R. Day, Mayor

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ORDINANCE NO. 2563

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S CAPITAL PROJECT FUND BUDGET AND THE FY2020 GENERAL FUND BUDGET TO APPROPRIATE FUNDS FOR COMMUNITY CENTERS.

WHEREAS, Ordinance No. 2394 authorized the City to sell bonds in FY17 which appropriated funds for various capital projects; and

WHEREAS, the FY17 bond includes funding for Community Centers; and

WHEREAS, the City has contracted for the construction of the renovations to the Newton Street Community Center and the costs of the renovations will exceed the allotted budget; and

WHEREAS, the City desires to purchase the Truitt Street Community Center.

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

Project Description	Account Description	Account	Amount
Revenues:			
Community Center Newton	PayGO General Fund	98117-469313-48029	125,000
Community Center Truitt	PayGO General Fund	98117-469313-48029	25,000
Expenditures:			
Community Center Newton	Construction	98117-513026-48029	125,000
Community Center Truitt	Land	98117-577010-48029	25,000

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

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1. Increase Current Year Surplus by \$150,000.00
 2. Increase Transfer General Capital Projects by \$150,000.00

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THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this ____ day of _____ 2019, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2019.

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ATTEST:

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Diane K. Carter, Assistant City Clerk

John R. Heath, President
Salisbury City Council

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APPROVED BY ME THIS ____ day of _____, 2019.

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Jacob R. Day, Mayor

ORDINANCE NO. 2564

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY20 GENERAL FUND BUDGET TO ACCEPT AND APPROPRIATE THE FUNDS RECEIVED FROM THE HERON AGILITY GROUP, FURRY FRIENDS PET SERVICES, AND MRS. ALLISON NILES IN MEMORY OF HER MOTHER MRS. JOAN CLARK, FOR THE PURCHASE OF K-9 BULLET PROOF VESTS.

WHEREAS, Mrs. Denise Jest, of The Heron Agility Group wishes to donate up to \$1,000.00 to the Salisbury Police Department to be used toward the purchase of a police K-9 Bullet Proof Vest; and

WHEREAS, Mrs. Valarie DeLisle, of The Furry Friends Pet Services wishes to donate up to \$1,000.00 to the Salisbury Police Department to be used toward the purchase of a police K-9 Bullet Proof Vest; and

WHEREAS, Mrs. Allison Niles, in memory of her mother, Mrs. Joan Clark, wishes to donate up to \$1,000.00 to the Salisbury Police Department to be used toward the purchase of a police K-9 Bullet Proof Vest; and

WHEREAS, the funds received from The Heron Agility Group, The Furry Friends Pet Services, and Mrs. Allison Niles (\$3,000.00) will directly benefit the Salisbury Police Department K-9 Program; and

WHEREAS, the Salisbury Police Department requests that these funds in the amount of \$3,000.00 be placed in the SPD K-9 Animal Supplies Account, 21021-546010 to purchase Police K-9 Bullet Proof Vests.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that funds of up to \$3,000 be accepted from the Heron Agility Group, The Furry Friends Pet Services, and Mrs. Allison Niles, in memory of her mother, Mrs. Joan Clark;

AND BE IT FURTHER 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 \$3,000.00
- 2) Increase the Police Department budget by \$3,000.00.

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this _____ day of _____, 2019, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the _____ day of _____, 2019.

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ATTEST:

Diane K. Carter, Assistant City Clerk

John R. Heath, President
Salisbury City Council

Approved by me this _____ day of _____, 2019

Jacob R. Day., Mayor

ORDINANCE NO. 2565

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

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

WHEREAS, the City has received a reimbursement from MDOT-SHA in the sum of \$101,178.62; and

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

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

1. Increase the MDOT Reimbursement Account by \$101,178.62
2. Increase the Citywide Street Maintenance (31000-534318) budget by \$101,178.62

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the ___ day of _____, 2019, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ___ day of _____, 2019.

ATTEST:

Diane K. Carter, Assistant City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS:

_____ day of _____, 2019

Jacob R. Day, Mayor