



CITY OF SALISBURY CITY COUNCIL AGENDA

December 9, 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 Greg Morris, Parkway Church of God

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

6:05 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:06 p.m. CONSENT AGENDA – Assistant City Clerk Diane K. Carter

- **November 18, 2019 Special Meeting (City Organization Meeting) Minutes**
- **November 25, 2019 Legislative Session (Swearing In Ceremony) Minutes**

6:10 p.m. PRESENTATION / APPROVAL OF FY19 AUDIT - Leslie A. Michalik, CPA, CFE Manager and Andrew M. Haynie, CPA, CFE Partner with PKS & Company, P.A.

- FY19 Audit and Financial Statements

6:25 p.m. **PUBLIC HEARING – Johnson Road – Dirk Widdowson Property Annexation** – City

Administrator Julia Glanz

- **Resolution No. 2967**- proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be known as “Johnson Road-Dirk Widdowson Property Annexation” beginning for the same at a point being South from a corner of the existing Corporate Limit of the City of Salisbury and also being on the westerly line of and near the north-westerly corner of the land of Dirk Widdowson located at 927 Johnson Road continuing around the perimeter of said land 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

6:45 p.m. RESOLUTION – City Administrator Julia Glanz

- **Resolution No. 2984** - authorizing the Capacity Fee of the City's Comprehensive Connection Charge to be waived for the development of 218 West Main Street

6:50 p.m. ORDINANCES – City Attorney Mark Tilghman

- **Ordinance No. 2570**- 1st reading- approving an amendment of the FY20 Budget to appropriate a developer contribution for pedestrian improvements
- **Ordinance No. 2571**- 1st reading- approving an amendment of the City's Capital Project Fund Budget to reallocate funding for the Roof Replacement Fire Station 1 Project
- **Ordinance No. 2572**- 1st reading- approving an amendment of the FY20 General Fund to appropriate an additional position allocation for the hiring of a Volunteer Recruitment Coordinator for the Fire Department
- **Ordinance No. 2573**- 1st reading- approving a budget amendment of the FY2020 General Fund Budget to appropriate funds for the purchase of Self-Contained Breathing Apparatus
- **Ordinance No. 2574**- 1st reading- approving a budget amendment of the FY2020 General Fund Budget to appropriate funds for the Fire Department's Vehicle Repair Account

7:10 p.m. PUBLIC COMMENTS

7:15 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 – JANUARY 13, 2020

- **Ordinance No. 2570**- 2nd reading- approving an amendment of the FY20 Budget to appropriate a developer contribution for pedestrian improvements
- **Ordinance No. 2571**- 2nd reading- approving an amendment of the City's Capital Project Fund Budget to reallocate funding for the Roof Replacement Fire Station 1 Project
- **Ordinance No. 2572**- 2nd reading- approving an amendment of the FY20 General Fund to appropriate an additional position allocation for the hiring of a Volunteer Recruitment Coordinator for the Fire Department
- **Ordinance No. 2573**- 2nd reading- approving a budget amendment of the FY2020 General Fund Budget to appropriate funds for the purchase of Self-Contained Breathing Apparatus
- **Ordinance No. 2574**- 2nd reading- approving a budget amendment of the FY2020 General Fund Budget to appropriate funds for the Fire Department's Vehicle Repair Account

1 **CITY OF SALISBURY, MARYLAND**

2
3 **ORGANIZATION MEETING**

NOVEMBER 18, 2019

4
5 **PUBLIC OFFICIALS PRESENT**

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

Vice-President Muir Boda
Councilman James Ireton, Jr.

10
11 **PUBLIC OFFICIALS ABSENT**

12
13 *Mayor Jacob R. Day*

14
15 **IN ATTENDANCE**

16
17 *City Administrator Julia Glanz, Deputy Administrator Andy Kitzrow, Retired City Clerk Brenda*
18 *Colegrove, Former City Council President Louise Smith, Police Chief Barbara Duncan, Field*
19 *Ops Director Tom Stevenson, Human Resources Director Jeanne Loyd, Infrastructure and*
20 *Development Director Amanda Pollack, Field Ops Deputy Director Operations Bill Sterling,*
21 *Mayor’s Office Executive Assistant Donna Haag, Public Information Officer Chris Demone, IS*
22 *Director Bill Garrett, Permits & Inspections Manager Bill Holland, Fire Chief John Tull,*
23 *Planning & Zoning Director Lori Carter, Retired Fire Chief Rick Hoppes, Finance Director*
24 *Keith Cordrey, City Clerk Kim Nichols, City Attorney Mark Tilghman, and interested citizens.*

25 *****
26 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

27
28 *The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President*
29 *John R. Heath called the meeting to order and invited Pastor Martin Hutchison of Community of*
30 *Joy Church of the Brethren to the podium to provide the City Invocation, followed by the Pledge*
31 *of Allegiance to the flag of the United States of America.*

32
33 **ADOPTION OF LEGISLATIVE AGENDA**

34
35 *Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous to approve the legislative*
36 *agenda as presented.*

37
38 **MINUTES**

39
40 *Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to approve the following:*

- 41
- **October 21, 2019 Closed Session Minutes**
 - **November 12, 2019 Council Meeting Minutes**

42
43 **COUNCIL COMMENTS**

45 Councilwoman Jackson said the past four years were very exciting and the next four years would be
46 even more so. Much work had been done and the City would continue to thrive. She thanked her
47 constituents, supporters, voters and Council, and told Mr. Ireton she would miss him.

48
49 Council Vice-President Boda said he was honored to serve with the Council over the past four
50 years; they had become a family. He said President Heath was a great mentor and leader to those
51 on the Council, and he told Mr. Ireton he would miss him. He thanked his wife and mother, and was
52 looking forward to pushing forward. City progress had been extraordinary in the past ten years
53 under Mr. Ireton's leadership and then Mayor Day's.

54
55 Councilwoman Blake said it was exciting to be appointed in February, and she learned a lot in nine
56 months. She told Mr. Ireton she appreciated his advocacy for people, and he would be missed. She
57 thanked her father and sisters, and the Council members for helping her.

58
59 President Heath told Mr. Ireton that he was in many ways the conscience of the Council. Council
60 decided long ago how they wanted to behave as a group, and this Council did a remarkable job. He
61 thanked his wife and wished Mr. Ireton much success in his next endeavor.

62
63 Councilman Ireton thanked Council and Mr. Heath for his leadership. He congratulated Michele
64 Gregory and thanked all of the City employees for the work they did every day. He also thanked the
65 following people: Amanda Pollack, Bill Sterling, Jeanne Loyd, former Fire Chief Rick Hoppes,
66 Diane Carter, Kim Nichols, Brenda Colegrove, Mark Tilghman, Lori Carter, Jack Lenox, Julia
67 Glanz, Tom Stevenson, Donna Haag, Sherrill McBride, Jessi Cocci, Chris Demone, Bill Duck,
68 Chuck Cook, Brian Kemmett, Josh Nordstrom, Greg Bassett, Sharon Boykin, Former Council
69 President Louise Smith, Mary Ashanti, Michele Ennis Benn, and Police Chief Barbara Duncan.

70
71 Councilman Ireton discussed highlights of the past years as Mayor and Councilman, and thanked
72 Reverend Lewis Watson, Reverend Chris Martin and Rabbi Bienstock.

73
74 **ADMINISTRATION OF OATH OF OFFICE**

75
76 James B. McAllister, Wicomico County Clerk of Circuit Court administered the Oath of Office to
77 the newly elected officials, individually, in the following order:

- 78
79
- 80 • Councilwoman April Jackson
 - 81 • Councilwoman Michele Gregory
 - 82 • Councilwoman Angela M. Blake
 - 83 • Council Vice-President Muir Boda
 - 84 • Council President John "Jack" R. Heath

85 **ORGANIZATION OF CITY COUNCIL**

86
87 City Administrator Julia Glanz announced she accepted the role of President Pro Tempore to
88 conduct the meeting for election of Council President. She then read the rules to be followed in
89 the election, which required adoption with a motion, second and vote by the Council:

90

- 91 a. Any Council member may be nominated for President - no second is needed;
- 92 b. A Council member may nominate himself or herself – no second is needed;
- 93 c. After all nominations are received, nominations will be closed;
- 94 d. The vote will be called in order of nomination;
- 95 e. When voting, the first to receive three (3) votes will be elected Council President;
- 96 f. Council members can only vote once and can vote for themselves.

97
98 *Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to adopt the rules as read.*

99
100 *Ms. Glanz called for nominations for Council President, and Mr. Boda nominated Mr. Heath. As*
101 *there were no further nominations, Ms. Glanz closed the nominations and called for the vote.*
102 *Mr. Heath was unanimously approved as President.*

103
104 *President Heath then assumed his position and called for nominations for Council Vice-*
105 *President. Ms. Jackson nominated Mr. Boda. As there were no further nominations, President*
106 *Heath closed the nominations and called for the vote. Mr. Boda was unanimously approved as*
107 *Council Vice-President.*

108
109 **CLOSING COMMENTS**

110
111 *President Heath thanked the citizens and Council for their vote of confidence in him.*

112
113 *Councilwoman Gregory thanked Council for welcoming her and was eager to get to know them*
114 *individually and as a group.*

115
116 *Councilwoman Blake said Council had a great opportunity to keep what was important for*
117 *Salisbury, the citizens, growth, development, and leadership moving forward in the next four*
118 *years.*

119
120 *Councilwoman Jackson thanked her children and said that Mary Ashanti was an encourager*
121 *who kept her on her toes. She presented the Certificate of Recognition to the Salisbury City*
122 *Council from First Baptist Church of Salisbury in recognition of the City’s partnership and*
123 *service rendered to the community and church.*

124
125 *Vice-President Boda thanked the Council for their confidence in him.*

126
127 **ADJOURNMENT**

128
129 *With no further business to discuss, the Legislative Session adjourned at 6:53 p.m.*

130
131 _____
132 *City Clerk*

133
134 _____
135 *Council President*

1 **CITY OF SALISBURY, MARYLAND**

2
3 **MAYOR & CITY COUNCIL SWEARING IN CEREMONY- NOVEMBER 25, 2019**

4
5 **PUBLIC OFFICIALS PRESENT**

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7 *President John “Jack” R. Heath*
8 *Council Vice-President Muir Boda*
9 *Councilwoman Michele Gregory*

Mayor Jacob R. Day
Councilwoman Angela M. Blake
Councilwoman April Jackson

10 *****

11
12 **WELCOME**

13
14 *At 6:05 p.m. President Heath welcomed the guests and reported all of the City Council members*
15 *were sworn in on November 18, 2019, at which time the officers were elected as required by the*
16 *City Charter. Mayor Day was not present last week due to military training and would be sworn*
17 *in this evening. The date of the Mayor’s swearing in was not dictated by Charter.*

18
19 *President Heath announced the following distinguished guests were in attendance: Ryan Snow,*
20 *Governor’s Office; Kim Kratovil, Senator Cardin’s Office; Melissa Kelly, Senator Van Hollen’s*
21 *Office; Len Foxwell, Comptroller’s Office; Dave Wooten, Comptroller’s Office Regional*
22 *Representative; Senator Addie Eckardt; Delegate Sheree Sample-Hughes; State’s Attorney*
23 *Jamie Dykes; Clerk of the Circuit Court James “Bo” McAllister; County Council President John*
24 *Cannon; Wicomico County Superintendent of Schools Donna Hanlin and husband Dave;*
25 *Salisbury University President Chuck White and wife Victoria Rasmussen; President & CEO of*
26 *Greater Salisbury Committee Mike Dunn; Executive Director of SWED Dave Ryan; Delegate*
27 *Carl Anderton; Salisbury University’s President Chief of Staff Eli Modlin; Wicomico County*
28 *Councilman Josh Hastings*

29
30 **ADOPTION OF LEGISLATIVE AGENDA**

31
32 *Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to approve the agenda as*
33 *presented.*

34
35 **PRESENTATION OF COLORS**

36
37 *The Salisbury Police Department provided the Presentation of Colors.*

38
39 **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA**

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41 *The Pledge of Allegiance to the flag of the United States of America was recited by those in*
42 *attendance.*

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44 **NATIONAL ANTHEM**

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46 *Angela Jenkins sang the National Anthem.*

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INVOCATION

Pastor Martin Hutchison of the Community of Joy Church of the Brethren provided the invocation.

READING

Nancy Mitchell, City of Salisbury Poet Laureate presented her poem written for the Swearing In of Salisbury's Mayor and City Council.

SWEARING IN OF CITY COUNCIL

The Council members stood before the audience and simultaneously recited their Oaths of Office.

SWEARING IN OF MAYOR DAY

Mayor Jacob R. Day recited the Oath of Office for Mayor of the City of Salisbury.

MAYOR'S ADDRESS

Mayor Day presented his address to the City.

BENEDICTION

Professor Gurdeep Hura, PhD. of the University of Maryland Eastern Shore provided the benediction.

ADJOURNMENT

With no further business to discuss, the Legislative Session adjourned at 6:44 p.m.

City Clerk

Council President

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)

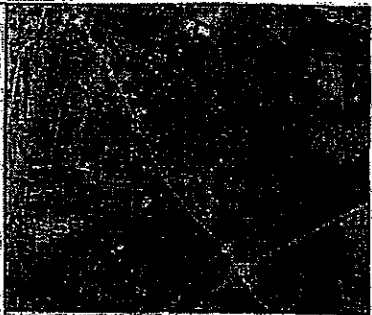
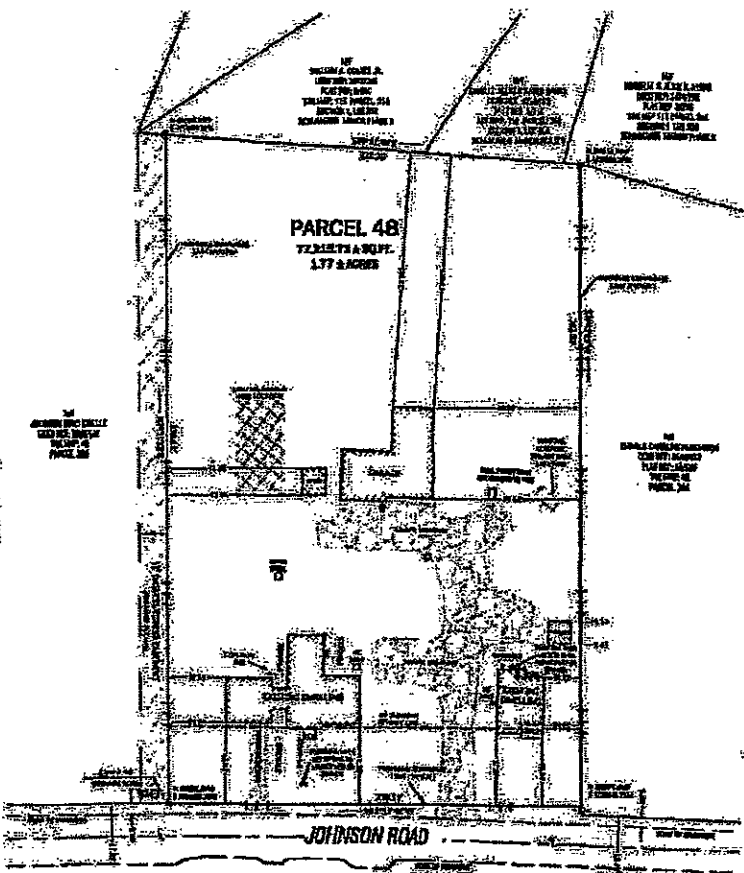
Philip W. Henderson

1-9-19
Date

Date

Date

Date



VICINITY MAP: 1" = 2000'

LEGEND

○	WATER PIPE WITH CAP SET	---	SEWER COMPROMISE LINED LINE
□	SEWERAGE MANHOLE	---	WATER MAIN COMPROMISE LINED LINE
△	EXISTING WELL	---	SEWER COMPROMISE UNLINED LINE
⊕	WATERMETER WELL	---	SEWER UNLINED LINE
⊙	UTILITY POLE	---	SEWERAGE OF NEIGHBOR
⊞	UTILITY POLE	---	EXISTING ROOFING AREA
⊞	TELEPHONE TOWER		

GENERAL NOTES

1. All dimensions are in feet and inches.
2. All areas are in square feet.
3. All areas are rounded to the nearest square foot.
4. All areas are rounded to the nearest square foot.
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10. All areas are rounded to the nearest square foot.



STATE OF MARYLAND
 DEPARTMENT OF GENERAL SERVICES
 DIVISION OF LAND AND NATURAL RESOURCES
 TITLE REGISTRATION DIVISION
 REGISTERED PROFESSIONAL SURVEYOR
 No. 12345
 State of Maryland

<p>ANNEXATION PLAT FOR ROGER L. & IRIS A. WEBSTER</p>		
<p>MILLERS ELECTION DISTRICT, WOODRIDGE COUNTY, MARYLAND</p>		
DATE	10/20/13	
BY	MAN	
FOR	MAN	

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,

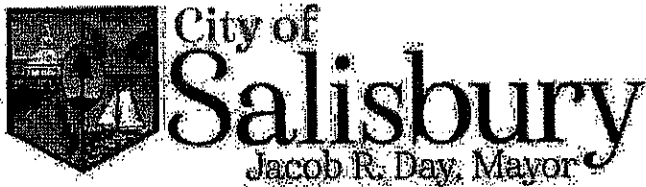
Anne Roane

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.

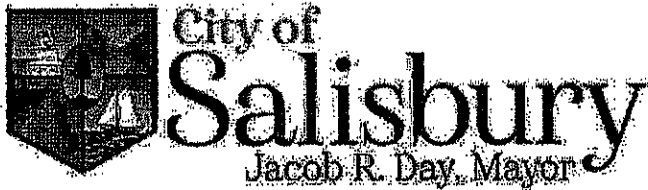
a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. This 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

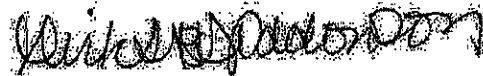
Re: *Annexation of Property Located at 927 Johnson Road*

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

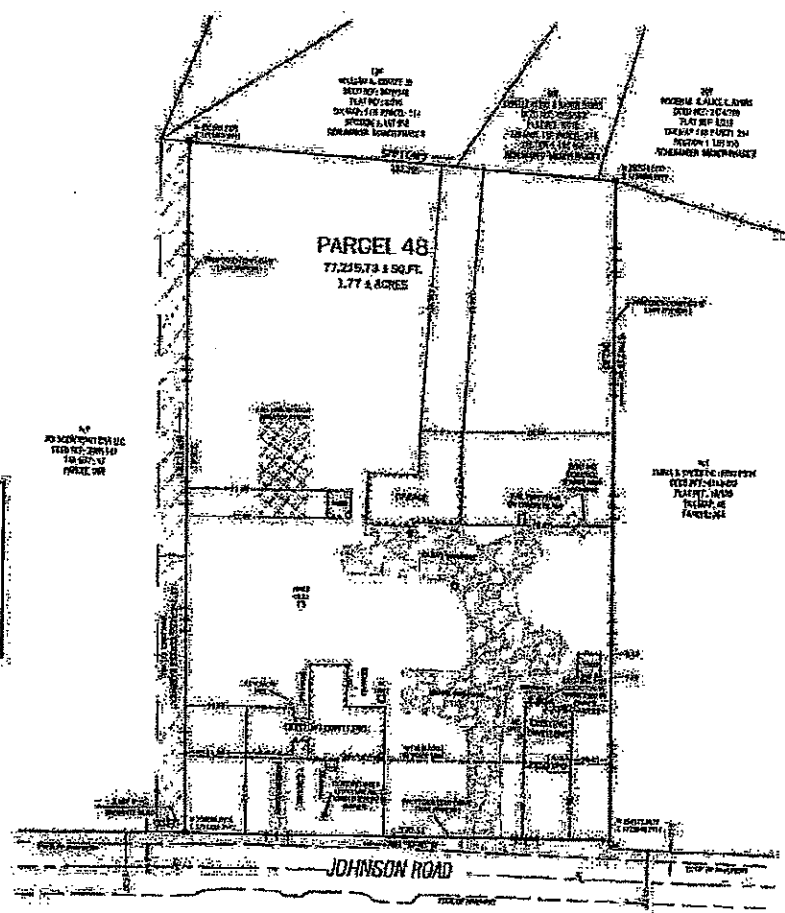
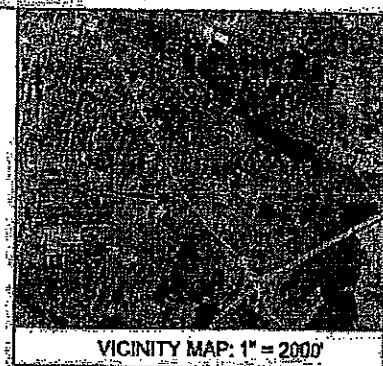
JOHNSON ROAD – WIDDOWSON PROPERTY ANNEXATION

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



LEGEND

1	EXISTING PROPERTY LINES	---
2	PROPOSED PROPERTY LINES	---
3	EXISTING EASEMENTS	---
4	PROPOSED EASEMENTS	---
5	EXISTING UTILITIES	---
6	PROPOSED UTILITIES	---
7	EXISTING BUILDINGS	---
8	PROPOSED BUILDINGS	---
9	EXISTING TREES	---
10	PROPOSED TREES	---

GENERAL NOTES

1. This plat is hereby issued by...
2. The boundaries of the parcel are shown by...
3. The area of the parcel is 1.77 acres...
4. The plat is based on a survey conducted by...
5. The plat is subject to all applicable laws and regulations...
6. The plat is subject to all applicable taxes and fees...
7. The plat is subject to all applicable zoning and land use regulations...
8. The plat is subject to all applicable environmental regulations...
9. The plat is subject to all applicable utility regulations...
10. The plat is subject to all applicable transportation regulations...



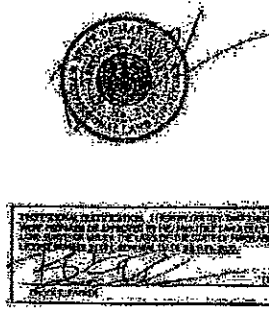
REVISIONS

NO.	DATE	DESCRIPTION

ANNEXATION PLAT
FOR
ROGER L. & IRIS A. WEBSTER

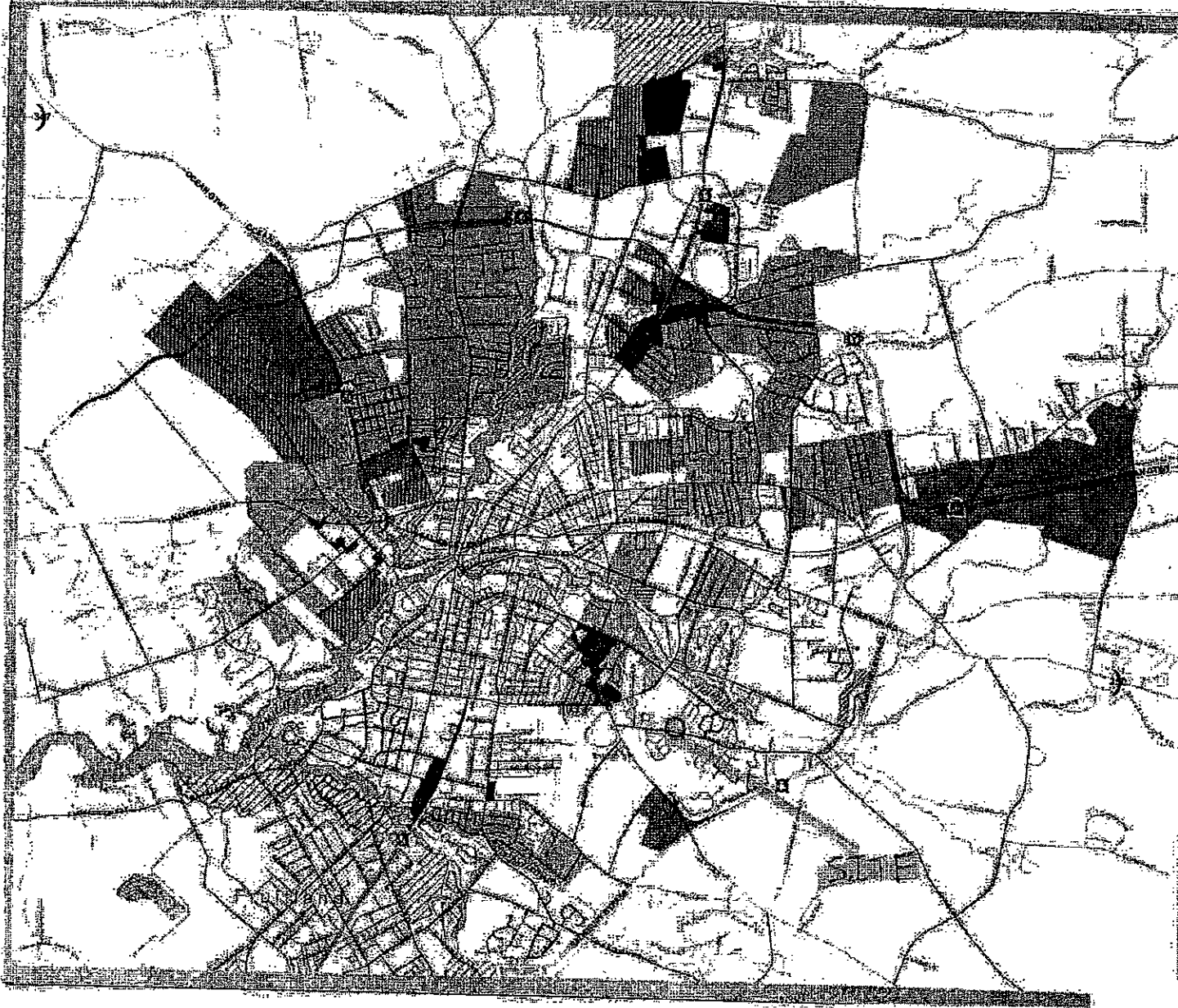
MUTERS ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND

DATE: 11/22/2018
SCALE: AS SHOWN
DRAWN BY: JLR
CHECKED BY: JLR





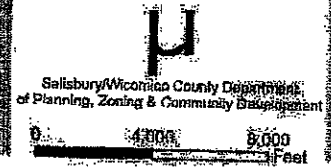
map: Auto (Oblique) . Dates: All image 1 of 15 03/26/2016



**City of Salisbury
Comprehensive Plan**

- Major Roads
- Minor Roads
- Local Roads
- - Westside Collector
- Storms
- Waterbodies
- Salisbury Corporate Limits
- Fruitland/Delmar Growth Areas
- Low Density Residential-3826.66 ac (31.86%)
- Medium Density Residential-3721.97 ac (30.65%)
- High Density Residential-448.38 ac (3.68%)
- Business and Institutional-28,83 ac (2.33%)
- Commercial-407.2 ac (3.31%)
- Industrial-928.68 ac (7.63%)
- Mixed Use-1069.23 ac (8.7%)
- Parks and Open Space-144.76 ac (1.18%)
- Salisbury University-261.35 ac (2.13%)
- Medians and ROW-1073.58 ac (8.74%)
- Waterbodies-138.36 ac (1.13%)

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



**Map 11-3: Growth Area
Future Land Use**



**City of Salisbury, Maryland
2010 Comprehensive Plan**

ATTACHMENT 2

1
2
3 **RESOLUTION NO. 2968**

4 A RESOLUTION of the City of Salisbury to adopt an annexation
5 plan for a certain area of land contiguous to and binding upon
6 the southerly Corporate Limit of the City of Salisbury to be
7 known as "Johnson Road - Dirk Widdowson Annexation"
8 beginning for the same at a point being South from a corner of
9 the existing Corporate Limit of the City of Salisbury and also
10 being on the westerly line of and near the northwesterly
11 corner of the lands of Dirk Widdowson located at 927 Johnson
12 Road continuing around the perimeter of the affected property
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 December 9, 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 December 9,
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 November 12, 2019, having been duly
43 published as required by law in the meantime a public hearing was held on December 9,
44 _____, 2019, and was finally passed by the Council at its regular meeting held on
45 December 9, 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 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.

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 December 9, 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 December 9, 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 November 12, 2019, having been duly published
66 as required by law; in the meantime a public hearing was held on December 9, 2019,
67 and was finally passed by the Council at its regular meeting held on December 9,
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 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 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



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: November 1, 2019
Re: Resolution – 218 West Main Street Capacity Fee Waiver

AP

Attached is a letter from Opportunity Street, LLC dated October 24, 2019 which requests consideration for a Capacity Fee waiver for the redevelopment of 218 West Main Street. 218 West Main Street is the Powell Building. It is proposed to be developed into a mixed use apartment complex. The building will have twenty (20) apartments and an interactive children's museum. The request is for a waiver of 22 EDUs. At the current Capacity Fee rate of \$3,533, the waiver request is \$77,726.00.

Per Ordinance No. 2258, the owner is seeking a Capacity Fee waiver as part of the Equivalent Dwelling Unit (EDU) Incentive Area. The original allocation of 300 EDUs was based on a transfer of EDUs from the former Linens of the Week property. To date, 191.64 EDUs of the original allocation of 300 EDUs have been used, therefore there are 108.36 EDUs available. If this request is approved, there will be 86.36 EDUs remaining.

As per Ordinance No. 2258, Infrastructure and Development has evaluated the eligibility of this project for the EDU Incentive Area. The project location is within the Central Business Zoning District and will consist of redevelopment that is not eligible for an affordable housing waiver. The project does or will comply with all other necessary criteria.

Attached is a Resolution for consideration to waive the Capacity Fees associated with the development of 218 West Main Street. After review of the request, Infrastructure and Development recommends approval. If this EDU waiver is approved, then it will be valid for two years from the date of the Resolution.

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



October 24, 2019

Amanda H. Pollack, P.E.
Director
Department of Infrastructure & Development
City of Salisbury
125 N. Division St., Room 202
Salisbury, MD 21801

EDU Waiver Request – 218 West Main Street, Salisbury MD 21801 (Powell Building)

Please consider this our formal written request for an EDU fee waiver for the above referenced, mixed-use redevelopment project.

The proposed project will create state-of-the-art residential living opportunities in Downtown Salisbury for Tenants with the offered (20) apartments. The planned use for the commercial space on the Plaza level will consist of an interactive museum for parents and kids to enjoy together. Kids will have the opportunity to explore, discover and play in uniquely designed settings to learn more about the transition to adulthood. With the new residential component as well as the commercial space becoming activated, we believe this project will increase not only the number of downtown residents but will add to the commercial foot traffic in Downtown Salisbury on a regular basis.

The proposed project meets the criteria as set forth in Ordinance 2258 by the City of Salisbury and is an eligible project within the EDU Incentive Area.

We estimate the total EDUs needed for the entire project to be Twenty-Two (22).

Thank you for your consideration.

Respectively submitted,

A handwritten signature in blue ink, appearing to read "Chris Gilkerson", written over a horizontal line.

Chris Gilkerson, Principal
Opportunity Street, LLC

1 RESOLUTION NO. 2984

2
3 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND
4 AUTHORIZING THE CAPACITY FEE OF THE CITY’S COMPREHENSIVE CONNECTION
5 CHARGE TO BE WAIVED FOR THE DEVELOPMENT OF 218 WEST MAIN STREET.
6

7 WHEREAS, Opportunity Street, LLC has requested a waiver of the Capacity Fee for the
8 development of 218 West Main Street; and
9

10 WHEREAS, the proposed development is located inside the City Limits and the Central
11 Business District; and
12

13 WHEREAS, the City seeks to encourage development and redevelopment in the Central
14 Business District; and
15

16 WHEREAS, the City seeks to reduce the capacity fees for eligible development and
17 redevelopment in the Central Business District by means of an Equivalent Dwelling Unit (EDU)
18 Incentive Area; and
19

20 WHEREAS, the proposed development of 218 West Main Street requires a total of 22.0
21 Equivalent Dwelling Units of water and sewer service; and
22

23 WHEREAS, the current Capacity Fee for one Equivalent Dwelling Unit is \$3,533.00; and
24

25 WHEREAS, the Capacity Fee for 22.0 Equivalent Dwelling Units is \$77,726.00; and
26

27 WHEREAS, the City Council approved a Capacity Fee waiver process under Ordinance
28 No. 2258 for development in the Central Business District; and
29

30 WHEREAS, the Director of Infrastructure and Development reviewed the request and
31 has determined that the project is eligible for the Capacity Fee waiver; and
32

33 WHEREAS, the Mayor reviewed the request and supports sending the request to the City
34 Council; and
35

36 WHEREAS, if approved, the EDU allocation for the Capacity Fee waiver is valid for two
37 years from the time of the signing of this Resolution; and
38

39 WHEREAS, the property owner has the option to request an extension of the allocation
40 for two one-year terms, if approved in writing by the Director of Infrastructure and Development
41 prior to expiration of the term; and
42

43 WHEREAS, the allocated EDUs are assigned to the development of 218 West Main
44 Street and cannot be transferred by the recipient.
45

46 NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury,
47 Maryland approves the waiver of 22.0 Equivalent Dwelling Units of Capacity Fee for the
48 development of 218 West Main Street by Opportunity Street, LLC.
49

50 THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the
51 City of Salisbury, Maryland held on _____, 2019 and is to become effective
52 immediately upon adoption.
53

54 ATTEST:

55
56
57

58 _____
59 Kimberly R. Nichols
60 CITY CLERK

John R. Heath
PRESIDENT, City Council

61
62 APPROVED by me this _____ day of _____, 2019
63

64
65 _____
66 Jacob R. Day
67 MAYOR, City of Salisbury



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda H. Pollack, P.E., Director of Infrastructure & Development
Date: November 6, 2019
Re: Budget Amendment – Developer Contribution for Pedestrian Improvements

The Department of Infrastructure & Development will be receiving a developer contribution for pedestrian improvements associated with the Coventry Plaza Shopping Center project. The project was discussed by the Planning and Zoning Commission at their meeting on July 18, 2019. The approval on the project was contingent upon pedestrian improvements at the intersection of Beaglin Park Drive and Still Meadow Boulevard.

The Department of Infrastructure & Development has performed a preliminary design and has determined that the cost of the improvements will be \$27,200. The improvements will include pedestrian signals with countdown timers, breakaway poles for signal mounting, push button activators, crosswalk, curb, gutter, sidewalk and ADA mats. The Developer, Coventry Plaza, LLC, will provide a contribution to the City in the amount of \$27,200 so that the improvements can be constructed. Please reference the attached letter from Coventry Plaza, LLC dated November 5, 2019.

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

COVENTRY PLAZA, LLC

1400 EAST OAKLAND PARK BOULEVARD
SUITE 103

FORT LAUDERDALE, FL 33334

TEL: (954) 567-5161

FAX: (954) 567-5166

E-MALL: SM@SKYMARKINVEST.COM

11/5/2019

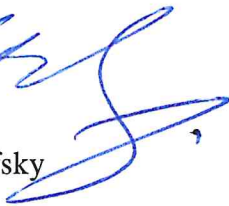
Amanda Pollack, P.E.
Director
Department of Infrastructure and Development
City of Salisbury
125 N. Division St., Room 202
Salisbury, MD 21801

Re: Coventry Commercial - crosswalk and pedestrian signal

Dear Amanda,

In reference to your email on October 23, 2019, I am thanking you and the Mayor for your consideration and approval of my request to fund the city for the crosswalk improvements as part of my approval for the Coventry commercial site plan acceptance. When we execute the amendment to the public works agreement, we will fund \$27,200. We are proceeding with the permit phase of the development and the construction of the buildings at Coventry Commercial.

Yours Truly,
Stanley Markofsky



Cc:
Anne Roane
Brain E. Wilkins

ORDINANCE NO. 2570

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE FY20 BUDGET TO APPROPRIATE A DEVELOPER CONTRIBUTION FOR PEDESTRIAN IMPROVEMENTS.

WHEREAS, the Salisbury-Wicomico Planning and Zoning Commission has approved the Coventry Plaza Shopping Center with the condition of pedestrian improvements at the intersection of Beaglin Park Drive and Still Meadow Boulevard; and

WHEREAS, Coventry Plaza, LLC is the developer of the Coventry Plaza Shopping Center and will provide a contribution to the City of Salisbury for the pedestrian improvements; and

WHEREAS, the Department of Infrastructure and Development has determined that the cost of the pedestrian improvements is \$27,200; and

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

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

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

- 1. Increase the Developer Reimbursements (01000-424250) budget by \$27,200.00
- 2. Increase the Engineering Construction (31000-513026) budget by \$27,200.00

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the ____ 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 _____, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS:

_____ day of _____, 2020

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Julia Glanz, City Administrator
From: John W. Tull, Fire Chief
Subject: FY 2020 Bond Pool Project Reallocation
Date: November 7, 2019

Please find attached a Budget Amendment Ordinance requesting to move \$1,430 in available funds in the FY2020 Bond Pool into the Roof Replacement Fire Station #1 project to cover a shortfall in the amount required for the project.

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

ORDINANCE NO. 2571

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY’S CAPITAL PROJECT FUND BUDGET TO REALLOCATE FUNDING FOR THE ROOF REPLACEMENT FIRE STATION 1 PROJECT.

WHEREAS, Ordinance No. 2482 appropriated funds for the FY 2019 budget; and

WHEREAS, included in Schedule B in Ordinance 2423 was an appropriation for “Roof Replacement Fire Station 1”; and

WHEREAS, Ordinance No. 2554 appropriated funds for “Roof Replacement Fire Station 1” in the amount of \$50,000; and

WHEREAS, unforeseen roof conditions have caused this project to exceed initial budget costs by \$1,431.00; and

WHEREAS, in the same Bond there are funds from other projects available to be reallocated; and

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

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

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

Project Description	Account Description	Account	Amount
Revenues:			
Phone System Fire Department	FY20 Bond Proceeds	98019-469312-43020	-1,431
Roof Replacement Fire Station #1	FY20 Bond Proceeds	98019-469312-43019	1,431
Expenditures:			
Phone System Fire Department	Construction	98119-513026-43020	-1,431
Roof Replacement Fire Station #1	Construction	98119-513026-43019	1,431

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 _____, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ___ day of _____, 2020.

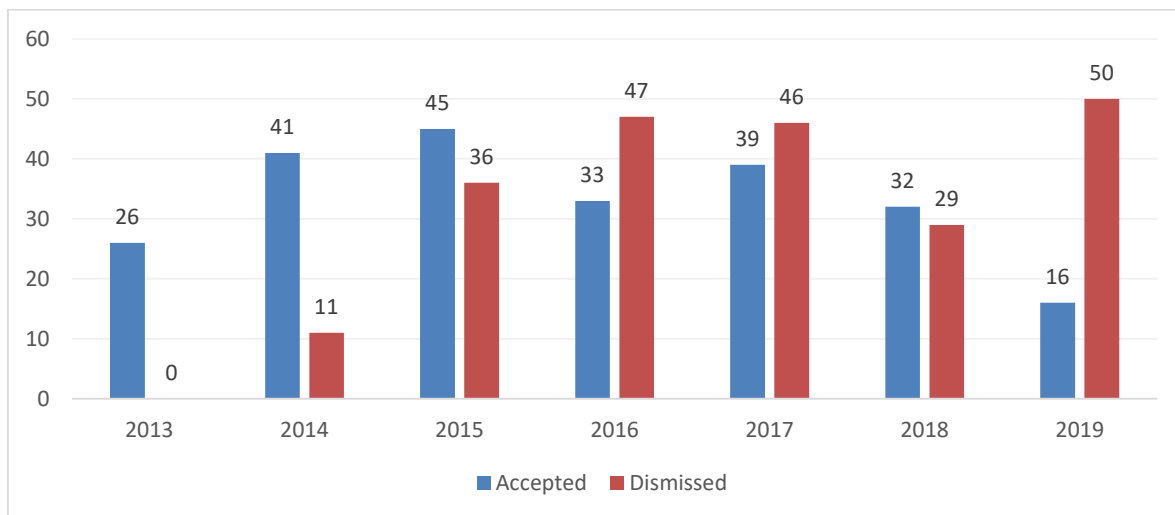
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Jacob R. Day, Mayor



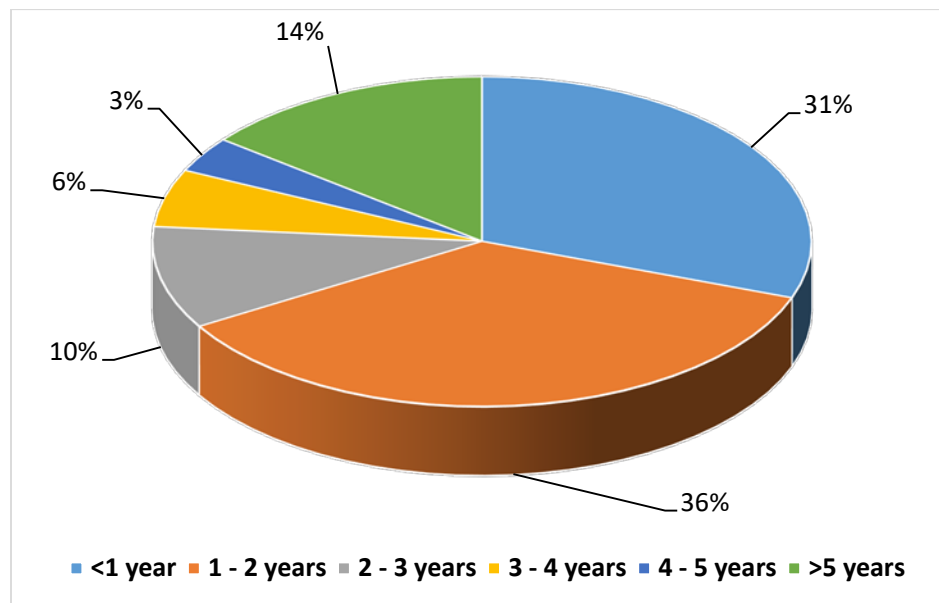
To: Julia Glanz,
From: John W. Tull, Fire Chief
Subject: Proposed Volunteer Coordinator Position
Date: October 21, 2019

The volunteer firefighter has been a long-standing tradition in the American Fire Service and in the City of Salisbury Fire Department. The need for an active volunteer membership is crucial to the overall success of a combination fire service. Unfortunately, for some time now our Department has experienced a decline in the number of people willing to join the ranks of our volunteer membership. The Department has witnessed a number of obstacles that affect our ability to recruit new volunteer members and even more alarming, we have seen a significant number of members leave the department for one reason or another. The graph below illustrates the recruitment and retention efforts since 2013.



While there is no single reason for the decline in volunteer recruitment, many contributing factors that exist are time restraints, changes in sociological conditions, loss of community feeling and pride, poor leadership, lack of coordination and failure of the Department to manage change. These facts, coupled with increasing call volume and training requirements, have also placed a severe strain on our Department's ability to retain members. According to the City of Salisbury Municipal Code Chapter 2.16 – *Fire Department*, Section 2.16.040 (C) *Volunteer fire companies and volunteer personnel – Active membership*, the Department is authorized to have up to one hundred

twenty (120) active fire-fighting members including probationary, life-active, honorary active and active members. Currently out of the 120 authorized positions, only 70 positions (58%) are filled. Department statistical data shows that even if we can recruit new members, we have the potential of losing them before they complete two (2) full years of membership. The graph below illustrates that our Department experiences a turnover rate of 67% within the first two (2) years.



Through the work of the Volunteer Corporations and the Fire Department's Administration, we are proposing the development of a full-time Volunteer Coordinator position. This position will be essential to the continued success of our Volunteer component and will assist in developing, leading and implementing a comprehensive program designed to attract and retain qualified volunteers for the Department. This will be accomplished by:

- Creating a Recruitment and Retention Strategic Plan that builds a consistent image for volunteering that is positive, engaging and supports recruitment
- Identifying potential sources of volunteers and implementing strategies to reach all communities
- Developing an onboarding process that is inclusive and aimed at improving our diversity
- Providing oversight of the volunteer contingent on a daily basis with emphasis placed on new members
- Monitoring volunteer participation by analyzing performance metrics



- Providing marketing ideas and activities aimed at targeted audiences that will raise the awareness about the Fire Department and attract non-traditional, qualified members.

The Volunteer Corporations are strongly committed to the creation and implementation of this newly created position. The cost of implementing a robust, successful recruitment and retention program is significant. Understanding the financial commitment, the Volunteer Corporations are proposing a partnership that builds on the long-standing cooperative team effort that already exists. The proposed funding for the salary and benefits of this proposed new position is as follows:

- Year one – The Volunteer Corporations will cover 100%
- Year two - The Volunteer Corporations will cover 75% and the City will cover 25%
- Year three - The Volunteer Corporations will cover 50% and the City will cover 50%
- Year four - The Volunteer Corporations will cover 25% and the City will cover 75%
- Year five and beyond – The City will assume full responsibility of funding

** At the end of year three, the City and the Volunteer Corporations will evaluate the true impact that the position has made on the recruitment and retention of volunteer members. If all parties agree that the program has been successful, funding will continue for the position. The Department will use a 10% annual increase in membership as a benchmark metric.

The goal of this position is to recruit and maintain a stable firefighting force that is diverse, improves community protection from fire-related hazards, medical emergencies and consistently meets the requirements of National Fire Protection Association (NFPA) 1720. The job description has been reviewed and analyzed by the Human Resource's Department with a recommended pay grade established at Grade 9.

Attachments: Volunteer Coordinator Job Description
Budget Amendment Ordinance

City of Salisbury

Classification Description



Classification Title: Volunteer Coordinator
Department: Fire
Date: 1/01/20

Pay Grade: 9 (City)
FLSA Status: NE

General Statement of Job

Under the general supervision of the assigned supervisor, perform public relations and administrative duties to promote and facilitate a comprehensive recruitment and retention program for the City of Salisbury Fire Department. This position will assist in developing, leading and implementing a comprehensive program that will attract and retain qualified volunteers for the Department.

Specific Duties and Responsibilities

Essential Functions:

(The following are intended only as illustrations of the various types of work performed and the omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position)

1. Assist the Fire Chief and Volunteer Corporations in the development and implementation of all recruitment and retention programs;
2. Assist the Cadet Supervisor in developing and maintaining an effective viable cadet program;
3. Identify potential sources of volunteers and implement strategies to reach all communities.
4. Maintain entrance level training records and reports in cooperation with departmental training officers;
5. Schedules recruitment and retention activities at community events, develops public relations with the media as well as new partnerships with local businesses, schools, civic organizations, and other community groups as it pertains to recruitment and retention of Volunteers;
6. Serve as a point of contact for volunteers both during and after their probationary year;
7. Responsible for accurate documenting and reporting of volunteer activities and participation;
8. Research and study the latest techniques for recruiting and retaining volunteer firefighters and ways to improve efficiency and effectiveness;
9. Performs activities by analyzing periodic checks of statistics and performance metrics of the volunteer personnel;
10. Recommend and develop ongoing volunteer utilization in cooperation with the Command Staff and Volunteer Corporations to maintain effective internal and external working relationships;
11. Respond to appropriate requests for information from within and outside the Department;
12. Coordinate the Department's Live-In programs;

Volunteer Coordinator

13. Support the Department's Junior Fire Academy;
14. Actively schedule and conduct recruitment presentations in schools and community groups;
15. Use Google platform and other programs to manage, prepare, process, update, and review various records, reports and forms used by the Department;
16. Conduct regular follow-up meetings with applicants and members;
17. Serve on the Volunteer Personnel Board committee and assist with planning and preparation;
18. Maintain Fire Department website and various social media networks;
19. Work in conjunction with the Command Staff personnel to analyze data/issues, forecast needs, draw conclusions, and identify potential solutions, project consequences of purposed actions and effectively implement recommendations;
20. Draft and disseminate press releases and public service announcements to support recruitment efforts and visibility;
21. Attend meetings when assigned and provide update reports on volunteer participation; and
22. Performs other duties as assigned.

Required Knowledge, Skills and Abilities

1. Working knowledge of City policies and procedures;
2. Knowledge of basic fire service and EMS terminology and operational procedures of the City of Salisbury Fire Department;
3. Knowledge of techniques and programs that will successfully contribute to the recruitment and retention of volunteers within the City of Salisbury Fire Department;
4. Work and communicate with people of all ages and socioeconomic groups;
5. Communicate effectively, orally and in writing;
6. Utilize and demonstrate logical and progressive reasoning ability that supports cause and effect relationships;
7. Deal harmoniously with people while promoting community and Department interactions.
8. Act as a representative of the City of Salisbury to the public;
9. Maintain the highest levels of confidentiality;
10. Effectively and efficiently create, organize, track, and maintain department records;
11. Knowledge of Microsoft Office Suite, the Internet, e-mailing systems, and other relevant software or accounting packages;
12. Effectively prioritize and multitask with attention to detail; and
13. Effectively communicate and maintain effective working relationships with other staff members and members of the public.

Physical Requirements

(Note: The physical demands herein are representative of those that must be met by an employee to be successfully perform the essential functions of this class)

Volunteer Coordinator

1. Work requires no unusual demand for physical effort.
2. Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls;
3. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine;
4. Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices or meeting and training rooms, e.g., use of safe work place practices with office equipment, avoidance of trips and falls, and observance of fire and building safety regulations.
5. Incumbents may be required to work extended hours including evenings, weekends and holidays.

Required Education and Experience

1. High school diploma or G.E.D.;
2. Must be at least 21 years of age;
3. Three (3) years of experience as a firefighter;
4. Preferred experience working in program development, event planning and volunteer recruitment and retention activities;
5. Strong knowledge of social media platforms (Facebook, Instagram, YouTube, Snapchat, etc.)
6. Minimum of an Associate degree, preferred qualifications would include a Bachelor's degree or equivalent credits from an accredited college or university with major course work in marketing, communications, fire science, public or business administration, or a related field;
7. Or equivalent training, education, and/or experience; and
8. Valid State motor vehicle license of state in which the employee resides

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

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3 **ORDINANCE NO. 2572**

4 AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT
5 OF THE FY20 GENERAL FUND TO APPROPRIATE AN ADDITIONAL POSITION
6 ALLOCATION FOR THE HIRING OF A VOLUNTEER RECRUITMENT COORDINATOR
7 FOR THE FIRE DEPARTMENT.

8 WHEREAS, the Fire Department has the need to hire a Volunteer Recruitment
9 Coordinator who will be essential to the continued success of the Volunteer component of the
10 Department; and

11
12 WHEREAS, this position will assist in the developing, leading and implementing a
13 comprehensive recruitment and retention program; and

14
15 WHEREAS, the Volunteer Corporations are strongly committed to the creation and
16 implementation of this newly created position and are proposing a partnership that builds on the
17 long-standing cooperative team effort that already exists with the City; and

18
19 WHEREAS, there are sufficient funds available in the FY20 Fire Department Budget to
20 fund the additional position.

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

24
25 WHEREAS, appropriations necessary to execute the purpose of this grant must be made
26 upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City
27 of Salisbury.

28
29 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
30 OF SALISBURY, MARYLAND THAT THE City's Fire Department position allocations be
31 amended by:

- 32
33 1) Adding one (1) Volunteer Recruitment Coordinator (civilian)

34
35 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
36 Salisbury held on this ____ day of _____ 2019, and thereafter, a statement of
37 the substance of the Ordinance having been published as required by law, was finally passed by
38 the Council on the ____ day of _____, 2020.

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41 ATTEST:

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45 _____
46 Kimberly R. Nichols
47 CITY CLERK

45 _____
46 John R. Heath
47 PRESIDENT, City Council

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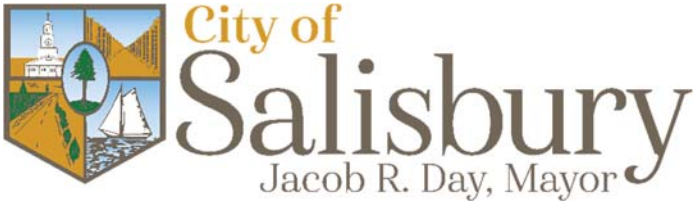
49 APPROVED BY ME THIS _____ day of _____, 2020

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53 _____
Jacob R. Day, Mayor



MEMORANDUM

To: Julia Glanz, City Administrator
From: John W. Tull, Fire Chief
Subject: Budget Amendment
Date: November 13, 2019

During the FY20 Capital Improvement Plan and Budget process, the Fire Department submitted a request to replace our existing ninety (90) sets of Self-contained Breathing Apparatus (SCBA). This request was made because the Fire Department's current SCBA has reached its end of serviceable life in accordance with the National Fire Protection Association (NFPA) 1981 *Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services* and the Occupational Safety and Health Administration (OSHA) 42 CFR 84 *Respiratory Protective Devices*.

In addition to including this request in our budget, the Department attempted to secure funding through the 2018 Assistance to Firefighters Grant (AFG) Program to cover the replacement cost. Regrettably, we have received official notification that our application was not selected to receive any award funds. As you are aware, the AFG Program is among the Department of Homeland Security's (DHS) and FEMA's most competitive grant programs. In fact, FEMA received 8,439 AFG applications, requesting more than \$1.8 billion in federal assistance.

Please find attached a Budget Amendment Ordinance requesting the necessary funds to replace the Department's existing SCBA. Unless you or the Mayor have further questions, please forward a copy of this memo and ordinance to the City Council for their consideration.

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ATTEST:

Kimberly R. Nichols
CITY CLERK

John R. Heath
PRESIDENT, City Council

APPROVED BY ME THIS _____ day of _____, 2020

Jacob R. Day, Mayor

To: Julia Glanz,
From: John W. Tull, Fire Chief
Subject: Budget Amendment Request - Vehicles
Date: November 14, 2019

The Salisbury Fire Department respectfully requests approval of a budget amendment in the amount of \$75,000.00 to the FY2020 Fire Department budget, Vehicles' account 24035-534308 to cover the current and expected costs for repairs to FD apparatus for the remainder of FY2020.

As a Department, we strive to keep a well maintained and in-service fleet. Over the course of several years, the Department has experienced a significant shortfall of funds in our vehicle account. An evaluation of the vehicle repairs account expenditures over the last six (6) years indicates that the average yearly expense to repair our fleet has been \$168,262.34. The chart below illustrates what the adopted budget has been and the amount that is transferred into the vehicle account each year.

Year	Adopted Budget	Transfer	Revised Budget
2015	\$ 120,000.00	\$ 57,689.05	\$ 177,689.05
2016	\$ 100,000.00	\$ 99,832.67	\$ 199,832.67
2017	\$ 141,000.00	\$ 47,972.29	\$ 188,972.29
2018	\$ 141,000.00	\$ 15,000.00	\$ 156,000.00
2019	\$ 130,540.00	\$ 31,000.00	\$ 161,540.00
2020	\$ 125,540.00		\$ 125,540.00

As our fleet continues to age, the Department has experienced a substantial amount of unanticipated repairs to our fleet. During the first four (4) months of FY20, the Department has spent over 95% of the allocated funds established for vehicle repairs. The following is a list of unanticipated expenses so far this year that represent 65% of the total authorized budget:

- Truck 2 \$31, 631.76
 - Truck 1 \$18,762.22
 - Engine 1 \$6,186.71
 - Ambulance B2 \$6,665.31
 - Ambulance B16 \$11,014.43
 - Brush 16 \$4003.33
 - EMS2 \$3606.87
- Total - \$81,870.63

In addition to the unexpected cost for repairs, our known annual service cost is based on the following:

- Pump Testing \$2,320.00
 - DOT Testing \$7,690.00
 - Annual Testing \$9,915.00
- Total - \$19,925.00



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

It is very unfortunate that we have to make this budget amendment request to you at such an early stage in the fiscal year, but circumstances have made it necessary to do so. The unanticipated expenses for these repairs were impossible to foresee. Without the transfer of these funds, the Department will be forced to defer any future repairs and place major Fire/EMS units out of service (dependent on the severity of the repair need).

The requested funds from this budget amendment will be used to replenish the Fire Department's vehicles account and be used for future FY2020 vehicle repair needs.

Thank you in advance for your time and consideration on this request. Unless you or the Mayor have further questions, please forward a copy of this memo and ordinance to the City Council for their consideration.

Attachment: Budget Amendment Ordinance - Vehicles Account - FY16

1 **ORDINANCE NO. 2574**

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3 AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET
4 AMENDMENT OF THE FY2020 GENERAL FUND BUDGET TO APPROPRIATE FUNDS
5 FOR THE FIRE DEPARTMENT’S VEHICLE REPAIR ACCOUNT.
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7 WHEREAS, the Fire Department has the need to maintain its fleet by performing regular
8 maintenance and repairs; and
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10 WHEREAS, the Fire Department has experienced a substantial amount of unanticipated
11 repair costs; and
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13 WHEREAS, the Fire Department has reviewed the expense records from the last six (6)
14 years; and
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16 WHEREAS, the average annual expense for vehicle repairs and maintenance has been
17 \$168,262.34; and
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19 WHEREAS, to cover the current and expected cost for repairs, the Fire Department is
20 projecting a shortfall of funds in the Vehicles’ account for the remainder of FY2020; and
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22 WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into an
23 contract that requires an expenditure not appropriated or authorized by the City Council; and
24

25 WHEREAS, appropriations necessary to execute the purpose of this grant must be made
26 upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City
27 of Salisbury.
28

29 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
30 OF SALISBURY, MARYLAND THAT THE City’s Fiscal Year 2020 budget be amended as
31 follows:
32

- 33 1) Increase the Current Year Surplus (01000-469810) by \$75,000
- 34 2) Increase the Fire Department’s Expense - Vehicles account (24035-534308) by
35 \$75,000
36

37 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
38 Salisbury held on this ____ day of _____ 2019, and thereafter, a statement of
39 the substance of the Ordinance having been published as required by law, was finally passed by
40 the Council on the ____ day of _____, 2020.
41

42
43 ATTEST:
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45 _____
46 Kimberly R. Nichols
47 CITY CLERK

John R. Heath
PRESIDENT, City Council

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50 APPROVED BY ME THIS _____ day of _____, 2020

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Jacob R. Day, Mayor