



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

NOVEMBER 2, 2020

ZOOM MEETING

- 4:30 p.m. Budget Amendment to accept funds for repairs to Zoo vehicle - Ben Baker, Field Operations Deputy Director- Service
- 4:40 p.m. Budget Amendment to accept Maryland Bikeways Grant agreement - Will White, Dept. of Infrastructure & Development (DID) Transportation Projects Specialist
- 4:50 p.m. Hall Drive Annexation agreement - William Holland, DID Permits and Inspections Manager
- 5:05 p.m. Human Rights Advisory Committee Bylaw Amendments - City Administrator Julia Glanz
- 5:15 p.m. Neighborhood Revitalization Incentive Program discussion - Deputy City Administrator Andy Kitzrow
- 5:35 p.m. Council Remarks
- 5:40 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*

Join Zoom Meeting

<https://us02web.zoom.us/j/5362772908>

Meeting ID: 536 277 2908

+13017158592,,5362772908# US (Germantown)

+13126266799,,5362772908# US (Chicago)

19292056099,,5362772908# US (New York)



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz

From: Ben Baker, Deputy Director DFO, Services

Subject: Ordinance- Budget Amendment

Date: October 8, 2020

Department of Field Operations (DFO) Zoo, Vehicle # ZOO-2, a 2004 GMC small dump truck was involved in an accident on sight and was repaired by a local vendor.

DFO request that the insurance adjustment from the above vehicle totaling \$848.15 be transferred to the DFO Zoo Vehicle Account, 40000-534308 to be used towards the repairs within the FY21 budget year.

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

ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET
ADMENDMENT OF THE FY21 GENERAL FUND BUDGET TO APPROPRIATE
INSURANCE PROCEEDS RECEIVED IN FY21 AS PART OF THE PAYMENT FOR
VEHICLE REPAIR.

WHEREAS, City of Salisbury Zoo Vehicle ZOO-2, 2004 GMC Small Dump Truck was
involved in an accident on site and was repaired by a local vendor; and

WHEREAS, the Department of Field Operations (DFO) is requesting that the insurance
proceeds of \$848.15 be placed in the Zoo Vehicle Account, 40000 534308; and

WHEREAS, the Zoo will utilize the funds from the insurance proceeds to pay for the
repair within the FY21 Budget Year; and

WHEREAS, appropriations necessary to execute the purpose of these funds 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 RESOLVED BY THE COUNCIL OF THE CITY OF
SALISBURY, MARYLAND that the City's Fiscal Year 2021 General fund Budget is hereby,
amended as follows:

- 1) Increase Insurance Proceeds (01000-456935) by \$848.15
- 2) Increase the Salisbury Zoo- Vehicle Account (40000-534308) by \$848.15

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

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

Julia Glanz, City Administrator, for and at the direction of
Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development AP
Date: October 21, 2020
Re: Ordinance to Accept MDOT Bikeways Funds and Allocate Reimbursements to Bikeways Implementation Accounts

The Department of Infrastructure and Development is in the process of implementing the Salisbury Bicycle Network Plan which was adopted by Council via Resolution No. 2712 on December 13, 2016. To assist with implementation, the City is seeking grant funding.

In June 2020, the Department of Infrastructure and Development applied for two grants from the Maryland Bikeways Program to provide funding for final design of the Rail Trail, Phase 1 and W College Ave Bikeway projects. The Maryland Department of Transportation (MDOT) approved these grants in the amount of \$125,957.60 and \$29,608.00. The City will provide matching funds of 20%. The match totals are \$31,489.40 for the Rail Trail, Phase 1 Project and \$7,402.00 for the College Ave Bikeway Project. The total project costs are therefore \$157,447.00 and \$37,010.00 respectively. The Office of Planning and Capital Programming of the Maryland Department of Transportation prepared the attached Grant Agreement after MDOT's review and approval of the design RFP.

The Scope of Work identified within these Grant Agreements includes the final design of the Rail Trail, Phase 1 project, which will extend the existing trail in Fruitland to Milford St, and design of the College Ave bikeway which will extend from Riverside Dr to US 13 Business. Please find attached an Ordinance to authorize the Mayor to sign the Grant Agreements with MDOT and to accept the Maryland Bikeways Program Grants via budget amendment.

These are reimbursement-based grants; therefore the City shall pay the contractor and then submit for periodic reimbursements from MDOT. For the Rail Trail grant, the match will be funded from the FY21 Rail Trail Master Plan Implementation account and via in kind funds. For the College Avenue grant, the match will be funded from the Street Maintenance account and via in kind funds. The City will provide in-kind services via project management and coordination. Department of Infrastructure and Development recommends approval of the grant agreements.

Unless you or the Mayor has further questions, please forward this memo, ordinance and grant agreements to City Council.

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

CITY OF SALISBURY, MARYLAND

THIS GRANT AGREEMENT executed in triplicate and entered into this _____ day of _____, 20__, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and the City of Salisbury (“Grantee”), Maryland.

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2021-2026 Draft Consolidated Transportation Program-2021 State Report on Transportation a total of Eight Million Two Hundred Sixty Eight Thousand Dollars (\$8,268,000) for the Maryland Kim Lamphier Bikeways Network Program (“Program”);

WHEREAS, the Department budgeted within the Program One Hundred Twenty-Five Thousand Nine Hundred Fifty Seven Dollars and Sixty Cents (\$125,957.60) for the Rail Trail Phase 1, a Design project for the Final Design of an off-road shared-use path along a railroad bed from the southern city limit north to Milford Street;

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Bikeways Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of Thirty One Thousand Four Hundred Eighty Nine Dollars and Forty Cents (\$31,489.40) (“Matching Fund Contribution”) to the Project;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application, and accepted by MDOT is One Hundred Fifty-Seven Thousand Four Hundred Forty-Seven Dollars (\$157,447.00);

WHEREAS, the Project will develop the Final Design of an off-road shared-use path from the southern city limit north to Milford Street, approximately 750 linear feet of existing path is planned to be updated and 2,250 feet of new path will be constructed in City rights-of-

way and across University owned property. 35% Plans already exist. The path will serve the need for safe connection for the Salisbury University student population and the general public.

WHEREAS, the Project is consistent with the 2017 Salisbury Bike Master Plan, and the Urban Greenway Plan, is the focus of the Rail Trail Master Plan, and includes opportunities for public input;

WHEREAS, the Grantee is responsible for securing all rights-of way and obtaining a Right-of-Way Certification Letter in coordination with the MDOT State Highway Administration Office of Real Estate;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed One Hundred Twenty-Five Thousand Nine Hundred Fifty-Seven Dollars and Sixty Cents (\$125,957.60) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. Providing opportunities for community input on preliminary recommendations and semi-final design;
 - b. Submitting 90% design plans to the MDOT Kim Lamphier Bikeways Network Program for review;

- c. Submitting final design plans along with responses to MDOT comments on 90% design plan review;
- d. Preparation of quarterly status reports and a final report, as requested by the Department; and
- e. Monitoring and supervising the compliance with all provisions in this Agreement.

3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$125,957.60 or 80% of the Project's total cost.

4. The Project shall be consistent with relevant design standards and guidelines, including the 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee

shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 for each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee's Self-Insurance Program is responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the "Local Government Tort Claims Act."

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act ("MTCA") currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee's submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes

directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department's receipt and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **December 31, 2022** whichever is sooner. All work on the Project that is reimbursable under this Grant must be completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement; or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other

appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;
- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

30. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Heather Murphy, Director
Office of Planning and Capital
Programming
7201 Corporate Center Drive
Hanover, MD 21076

In the case of the Grantee:

William White
Transportation Projects Specialist
City of Salisbury
125 N Division St.
Salisbury, MD 21801

The next page is the signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MARYLAND DEPARTMENT OF TRANSPORTATION

WITNESS:

Nate Evans Date
Bikeways Program Manager

By: _____
R. Earl Lewis, Jr. Date
Deputy Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jaclyn Hartman, Chief Financial Officer
Office of Finance

Brenden Lee Hodge, Assistant Attorney General
Maryland Department of Transportation

CITY OF SALISBURY, MARYLAND

WITNESS

THE CITY OF SALISBURY

By: _____
Julia Glanz, City Administrator Date
for and at the direction of
Jacob R. Day, Mayor

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

CITY OF SALISBURY, MARYLAND

THIS GRANT AGREEMENT executed in triplicate and entered into this _____ day of _____, 20__, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and the City of Salisbury (“Grantee”), Maryland.

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2021-2026 Draft Consolidated Transportation Program-2021 State Report on Transportation a total of Eight Million Two Hundred Sixty Eight Thousand Dollars (\$8,268,000) for the Maryland Kim Lamphier Bikeways Network Program (“Program”);

WHEREAS, the Department budgeted within the Program Twenty Nine Thousand Six Hundred Eight Dollars (\$29,608) for the West College Avenue Bike Facility, a Design project described as a dedicated cycletrack and bike boulevard/greenway along W. College Avenue to connect Salisbury University to the Camden Avenue and Riverside Drive bike facilities (the “Project”);

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Bikeways Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of Seven Thousand Four Hundred Two Dollars (\$7,402) (“Matching Fund Contribution”) to the Project;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application and accepted by MDOT is Thirty Seven Thousand and Ten Dollars (\$37,010);

WHEREAS, the Project will facilitate safe access to the main Salisbury University Campus, local parks, and shopping for students and residents of the surrounding neighborhoods. Traffic Calming, connection to the already established Camden Avenue and Riverside Drive bike

lanes, and the potential reduction in Vehicle Miles Traveled are also expected benefits of the Project;

WHEREAS, the Project is consistent with the 2017 Bike Master Plan, in which the facility was deemed a priority, as well as the City's Vision Zero Action Plan, the Rail Trail Master Plan, the Eastern Shore Drive Visioning Study, and includes opportunities for public input;

WHEREAS, the Grantee is responsible for securing all rights-of way and obtaining a Right-of-Way Certification Letter in coordination with the MDOT State Highway Administration Office of Real Estate;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed Twenty Nine Thousand Six Hundred Eight Dollars (\$29,608) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. Providing opportunities for community input on semi-final design;
 - b. Submitting 90% design plans to the MDOT Kim Lamphier Bikeways Network Program for review;

- c. Submitting final design plans along with responses to MDOT comments on 90% design plan review;
- d. Preparation of quarterly status reports and a final report, as requested by the Department; and
- e. Monitoring and supervising the compliance with all provisions in this Agreement.

3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$29,608 or 80% of the Project's total cost.

4. The Project shall be consistent with relevant design standards and guidelines, including the 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee's Self-Insurance Program is

responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the “Local Government Tort Claims Act.”

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act (“MTCA”) currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee’s submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department’s receipt

and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **December 31, 2022** whichever is sooner. All work on the Project that is reimbursable under this Grant must be completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;
or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and

expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to

comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;

- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;

- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

30. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Heather Murphy, Director
Office of Planning and Capital
Programming
7201 Corporate Center Drive
Hanover, MD 21076

In the case of the Grantee:

William White
Transportation Projects Specialist
City of Salisbury
125 N Division St.
Salisbury, MD 21801

The next page is the signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MARYLAND DEPARTMENT OF TRANSPORTATION

WITNESS:

Nate Evans Date
Bikeways Program Manager

By: _____
R. Earl Lewis, Jr. Date
Deputy Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jaclyn Hartman, Chief Financial Officer
Office of Finance

Brenden Lee Hodge, Assistant Attorney General
Maryland Department of Transportation

CITY OF SALISBURY, MARYLAND

WITNESS

By: _____
Julia Glanz, City Administrator Date
for and at the direction of
Jacob R. Day, MAYOR

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO SIGN THE GRANT AGREEMENTS, TO ACCEPT TWO GRANTS IN THE TOTAL SUM OF \$155,565.60 FROM THE MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT) MARYLAND BIKEWAYS PROGRAM FOR THE DESIGN OF THE RAIL TRAIL, PHASE 1 AND WEST COLLEGE AVENUE BIKEWAY PROJECTS, AND TO APPROVE AN AMENDMENT OF THE FY21 BUDGET TO ALLOCATE SAID FUNDS FOR PURPOSES OF IMPLEMENTATION.

WHEREAS, the Maryland Department of Transportation has a Maryland Bikeways Program for providing grant funds to support and expedite projects improving bicycle and pedestrian transportation in the State; and

WHEREAS, the Maryland Department of Transportation and the City of Salisbury have been working together to improve bicycle connectivity throughout the City of Salisbury; and

WHEREAS, the City of Salisbury desires to implement a bike route along a railway that runs north-south through the City; and

WHEREAS, the City of Salisbury desires to implement a bike route along West College Avenue serving Salisbury University and the City at-large; and

WHEREAS, the Projects will enhance bicycle safety and access to the population of the City; and

WHEREAS, the Maryland Bikeways Program has awarded grants in the total amount of \$155,565.60 to provide for the design of the West College Avenue and Rail Trail, Phase 1 Bikeway Projects; and

WHEREAS, the City shall accept the grant in the form of reimbursements and transfer those funds from the MDOT Reimbursement account to the Bikeways Capital Projects Account; 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 these grants 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 ENACTED AND ORDAINED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Grant Agreement dated _____, 2020 accepting the project term and definition of matching funds, for the betterment of the City and its residents, and accepting the grant funds of \$155,565.60 from the Maryland Bikeways Program to design the West College Avenue and Rail Trail, Phase

1 Bikeway Projects and further authorizes grant reimbursements to be transferred to the appropriate Bikeways Capital Projects Account.

BE IT FURTHER ORDAINED that the City's FY2021 Grant Fund Budget be amended as follows:

Account No	Account Description	Account Type	Increase/ Decrease	Amount
Maryland Bikeways Program Grant College Avenue				
10500-425805-xxxxxx	MD Dept. of Transportation	Revenue	Increase	29,608.00
10500-513026-xxxxxx	Construction	Expense	Increase	29,608.00
FY20 Maryland Bikeways Program Grant Rail Trail				
10500-425805-xxxxxx	MD Dept. of Transportation	Revenue	Increase	125,957.60
10500-513026-xxxxxx	Construction	Expense	Increase	125,957.60

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

THE ABOVE ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the ____ day of _____, 2020, 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, City Council

APPROVED by me this ____ day of _____, 2020

Julia Glanz, City Administrator
for and at the direction of Jacob R. Day, MAYOR

MEMO

To: Amanda Pollack, Director Infrastructure & Development
From: William T Holland 
Date: 10/15/2020
Re: Hall Drive – Long Property Annexation

Attached is the annexation package for the Hall Drive – Long Property Annexation, including Resolutions 3065 and 3066. Please have this scheduled for the November 2nd City Council Work Session for their review of the annexation agreement and fiscal impact memo. .

December 27, 2019

Subject: Annexation Request - Parcel(s) # 208 / 67

Donald S. Long
12 Church St.
Lewes, DE. 19958
(302) 236.4218

David A. Long
25567 Brookside Drive
Seaford, DE. 19973

Dear Sir/Madam:

We request annexation of Parcels 208 and 67 located in Wicomico County at the corner of South Division Street and Hall Drive. The parcels are contiguous with the City of Salisbury corporate area and represent 1.0587 +/- acres in total site area. Annexation of these parcels will allow for future connection to municipal services.

Please find enclosed the annexation plat and concept development plan, and a check for the annexation fee.

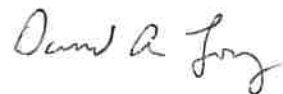
Please let us know if you have any questions.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Donald S. Long".

Donald S. Long

A handwritten signature in cursive script that reads "David A. Long".

David A. Long

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) # 208

67

Map # 48

SIGNATURE (S)

Donald S. Long

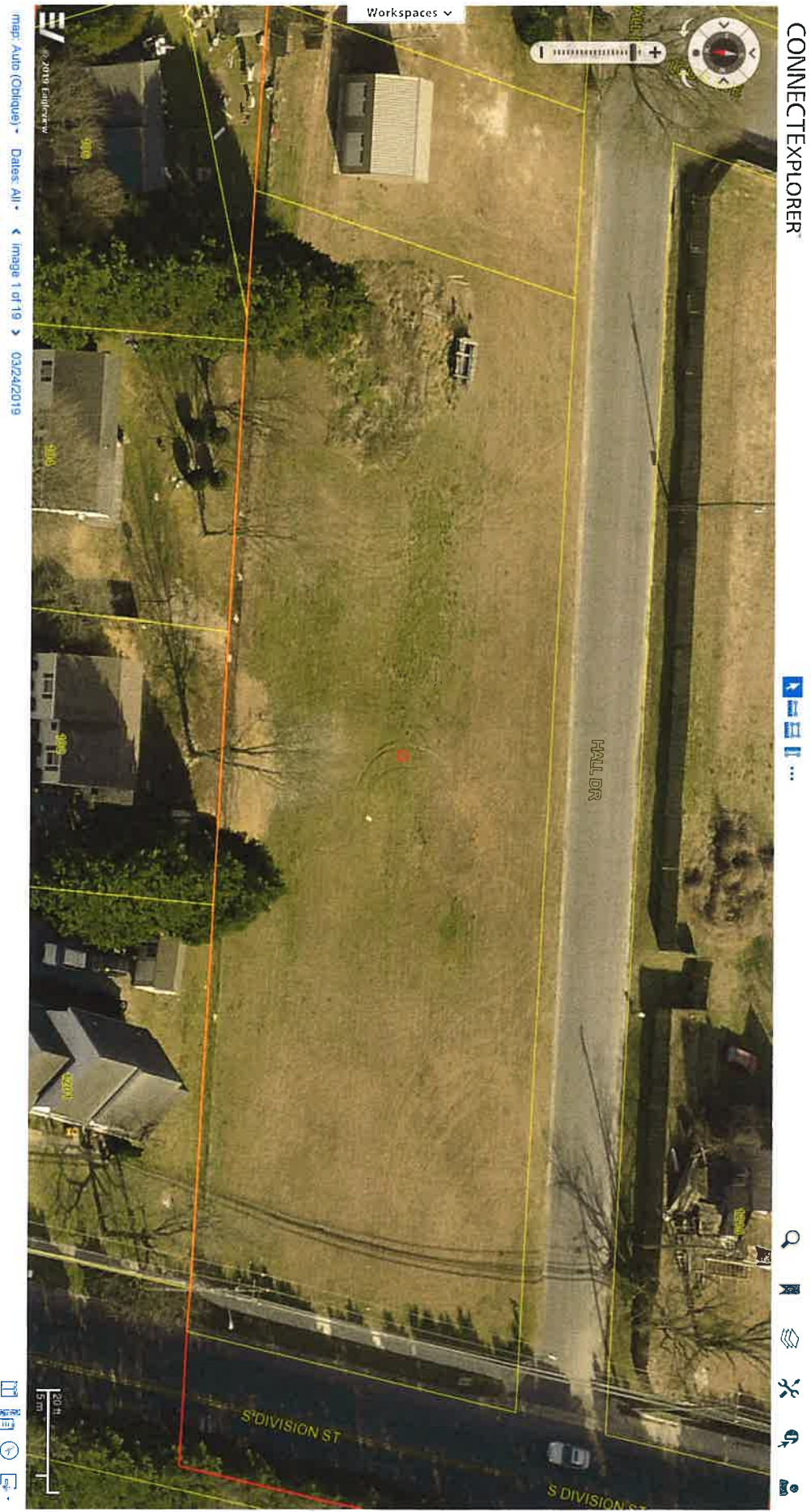
12/20/19
Date

David A. Long

12/27/19
Date

Date

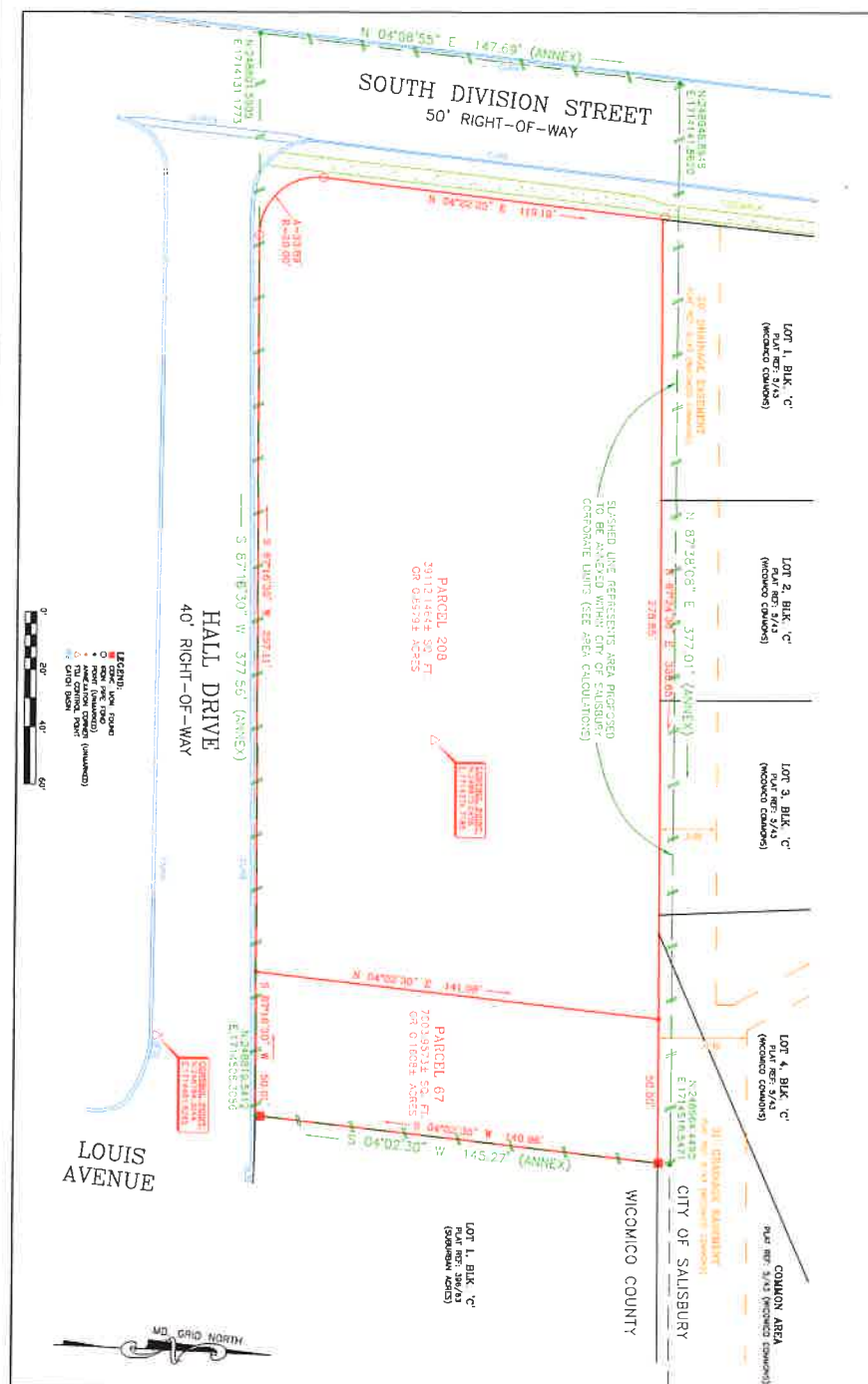
Date



ANNEALING CALCULATIONS	
PAGE 1, 67	= 0.1008 K
PAGE 1, 208	= 0.0978 K
P/O SOUTH DAVENPORT ST.	= 0.1842 K
P/O WACOALCO CONDENSERS	= 0.0372 K
TOTAL AREA	= 1.4199 K



1. COUNCILMAN NOTICES
DANIEL ALAN LANE, c/o DONALD SCOTT LANE
10000 10TH AVE. N.
MINNETONKA, MN 55345
Phone No.: 763-234-2118
2. MINNETONKA COUNCILMAN LANE
C/O LANE, 10000 10TH AVE. N., MINNETONKA, MN 55345
LANE PREPARED BY MICHAEL R. COOPER DATED 04/14/76
AS NOTED.
3. COUNCILMAN LANE
FOR COUNCILMAN LANE, HIS PROPERTY IS A TRACT 1/4 OF
THE 1000 ACRES LANE HAS EXACT INFORMATION ON
THE TRACT DETERMINED BY AN ELIMON CROFTON, BORN ON
FLOOD PLAIN MAP. THIS PROPERTY IS NOT A SPECIAL
FLOOD PLAIN MAP.
4. COUNCILMAN LANE
FOR COUNCILMAN LANE, HIS PROPERTY IS A TRACT 1/4 OF
THE 1000 ACRES LANE HAS EXACT INFORMATION ON
THE TRACT DETERMINED BY AN ELIMON CROFTON, BORN ON
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FOR COUNCILMAN LANE, HIS PROPERTY IS A TRACT 1/4 OF
THE 1000 ACRES LANE HAS EXACT INFORMATION ON
THE TRACT DETERMINED BY AN ELIMON CROFTON, BORN ON
FLOOD PLAIN MAP. THIS PROPERTY IS NOT A SPECIAL
FLOOD PLAIN MAP.



REVISIONS:	
Date	Issued for:
01/01/2011	00000000000000000000



F. Douglas Jones
Surveying Associates
939 Mount Hermon Road
P.O. Box 2658
Salisbury, Maryland 21802
Phone: 410-543-2615
Fax: 410-543-8859

CITY OF SALISBURY ANNEXATION PLAN
FOR THE LANDS OF
DAVID ALLAN LONG & DONALD SCOTT LONG
SOUTH DIVISION STREET & HALL DRIVE INTERSECTION
CAMDEN ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND

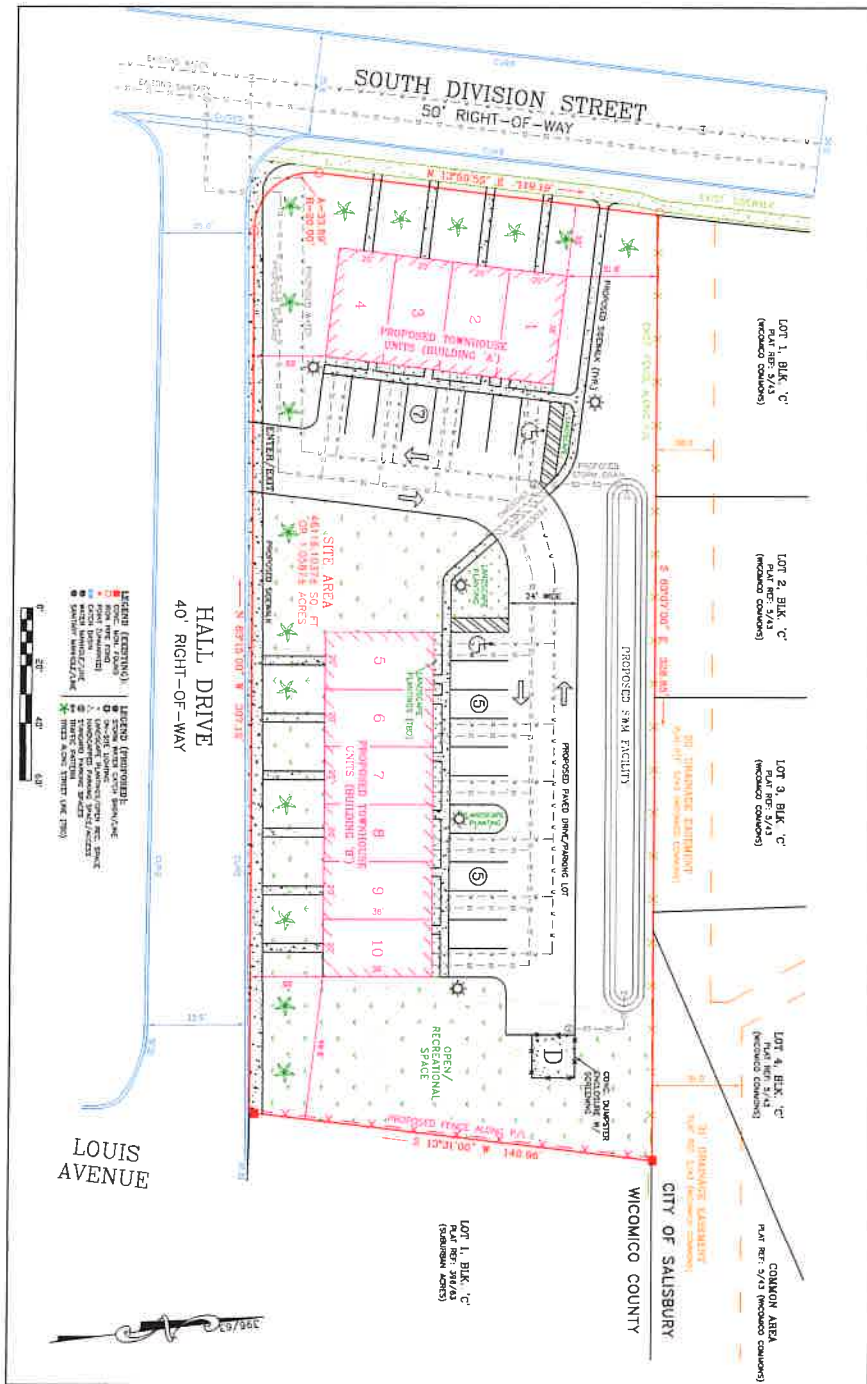
DATE: 01/21/70	DATE: 01/21/70	DATE: 01/21/70	DATE: 01/21/70
TO: SAC, NEW YORK	TO: SAC, NEW YORK	TO: SAC, NEW YORK	TO: SAC, NEW YORK
FROM: SAC, NEW YORK	FROM: SAC, NEW YORK	FROM: SAC, NEW YORK	FROM: SAC, NEW YORK
SUBJECT: [illegible]	SUBJECT: [illegible]	SUBJECT: [illegible]	SUBJECT: [illegible]

[illegible]

	ORIGINAL AREA	SUBTRACTED AREA	ADDED AREA	REVERSED AREA
PAGE 01	0.0000 ACRES	0.0000 ACRES	0.0000	0.0000
PAGE 02	0.0000 ACRES	0.0000 ACRES	0.0000	0.0000
TOTAL AREA			1.0000 AC.	1.0000 AC.

PARING CALCULATIONS: EXCLUDED: 1/3 SPACES + 204 PPA UNIT = 17 17 STANDING + 2 HANDICAPPED = 18	
BUILDING COVERAGE CALCULATIONS: RECALCULATED: 1/3 SPACES + 204 PPA UNIT = 17 17 STANDING + 2 HANDICAPPED = 18 18 TOTAL = 18	

OPEN RECREATIONAL SPACE:
~~STANDARD~~
258 SFT AREA - 11579.02 SQ FT



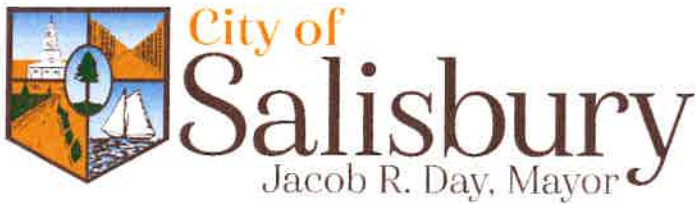
DATE: DEC 19	DATE: DEC 19
TIME: 19	TIME: 19
NAME: M.T.	NAME: M.T.
ADDRESS: 100 N. 10th St.	ADDRESS: 100 N. 10th St.
CITY: 100 N. 10th St.	CITY: 100 N. 10th St.
STATE: 100 N. 10th St.	STATE: 100 N. 10th St.
ZIP: 100 N. 10th St.	ZIP: 100 N. 10th St.
1 OF 1	1 OF 1

CONCEPT DEVELOPMENT PLAN
FOR THE LANDS OF
DAVID ALLAN LONG & DONALD SCOTT LONG
SOUTH DIVISION STREET & HALL DRIVE INTERSECTION
CAMDEN ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND

REVISIONS	
Date	Issued for:
02/11/20	FOR LARGEST PLOT DRAINAGE
02/16/20	DRAINAGE UNIT COMMENTS



F. Douglas Jones
Surveying Associates
540 Riverside Drive, Unit 14
P.O. Box 2658
Salisbury, Maryland 21801
Phone: 410-343-2615
Email: fjones@jonesurveying.com



March 3, 2020

Mr. Donald S. Long
12 Church Street
Lewes, DE 19958

Mr. David A. Long
25567 Brookside Drive
Seaford, DE 19973

RE: Annexation Zoning-Hall Drive Property
Project #19-035
Map 48-Parcel(s) 208 and 67
City of Salisbury, Wicomico County, Maryland

Dear Mr. D. S. Long and Mr. D. A. Long,

The Salisbury-Wicomico Planning Commission at its February 20, 2020 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



City of
Salisbury
Jacob R. Day, Mayor

Infrastructure and Development

Staff Report

February 20, 2020

I. BACKGROUND INFORMATION:

Project Name: Hall Drive Annexation

Applicant/Owner (s): Donald S. Long

David A. Long

Infrastructure and Development No.: 19-035

Nature of Request: Zoning Recommendation for Annexation

Location of Property: Northeast corner of N. Division Street and Hall Drive

Requested Zoning District: R-8A Residential

II. SUMMARY OF REQUEST:

A. Introduction:

The City Administration has referred the Hall Drive annexation located on the northeast corner of N. Division Street and Hall Drive to the Planning Commission for review and recommendation of an appropriate zoning designation. (**Attachment A-Petition for Annexation**)

B. Area Description:

The annexation request is comprised of two parcels for a total of 1.05 acres and is currently undeveloped.

III. ZONING ANALYSIS:

A. Existing Zoning:

The annexation area and the adjoining County area is zoned R-15 Residential.

B. City and County Plans.

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



C. Zoning for Annexed Areas.

1. Introduction.

Current City policy requires that all areas to be annexed shall be submitted to the Salisbury-Wicomico Planning Commission for review and recommendation of an appropriate zoning district. The Zoning Code does not establish specific procedures for zoning lands to be annexed to the City of Salisbury. The classification of future City areas, therefore, is conducted consistent with local adopted plan recommendations and Maryland Annexation Law.

2. Adopted Plans.

The Planning Commission is a jointly established agency for both the City of Salisbury and Wicomico County. One of its basic charges is to prepare and recommend various plans guiding the long-range development of both jurisdictions.

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

- a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. This property is included within the Municipal Growth Area, and designates this area as Mixed Use.
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted the County Plan on March 21, 2017.



3. Maryland Law.

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

- 1. The Five-Year Rule.** First, the rule is applied solely on zoning. The issue becomes the degree of use change from the current county zoning classification to the proposed municipal classification following the annexation. When the zoning change is from one residential zone to another, "substantially different" is defined as a density change. The five-year rule does not apply for a density change unless the proposed zoning is denser by 50 percent. For example, if the current zoning permits 1 unit per acre, the new zoning can be subject to the five-year rule if it permits anything more than 1.5 units per acre. A municipality may obtain a waiver from the county to avoid the five-year wait until the new zoning classification applies.
- 2. Annexation Plans Required.** An annexation plan is required that replaces the "outline" for the extension of services and public facilities prior to the public hearing for an annexation proposal. This section contains no additional language for the content of the annexation plan to be adopted, but does require it to be consistent with the municipal growth element for any annexations that begin after October 1, 2009 (unless extended for up to two six-month periods). The Plan must be provided to the county and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

IV. DEVELOPMENT SCENARIO:

A. Proposed Use:

The property will be used to accommodate a proposed 10-unit townhouse residential development.



Access:

The development will be accessed from Hall Drive.

B. Configuration and Design:

The annexation area is rectangular in shape and adjoins the existing City boundaries along both the north and west property lines. (**Attachments B-Zoning Map and C-Photos of Adjacent Properties**)

V. ZONING RECOMMENDATION:

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

The adopted Salisbury Comprehensive Plan designates this property and area as "Medium-Density Residential", and the proposed use and requested zoning classification meet this designation by utilizing the R-8A Residential zoning. The development to the north is zoned R-5 and the development to the south is zoned R-8A.

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: Julia Glanz, City Administrator
From: Christopher Jakubiak, AICP
Date: September 22, 2020
Re: Fiscal Impact, Hall Road – Long Annexation

The Hall Drive – Long Annexation would add 1.0587 acre to the City zoned for residential use (R-8A is proposed). The subject Property is vacant and unimproved. The annexation is expected to have an overall net positive fiscal impact to the City. This memorandum summarizes the costs and revenues associated with the Annexation.

Cost

Cost projections are based on a snapshot marginal cost approach. The current level of service derived from the FY 2020 Approved Budget is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand—that is, how much the City's cost of providing a service is likely to vary with each additional household or job and in the present case, solely households since the project is all residential. Some portion of all City services is fixed and therefore will remain constant in light of new development; this portion of the municipal budget cost therefore is not assigned to new development. The estimated annual cost to the City is \$4,640.

Revenues

When land is annexed into Salisbury it is subject to the municipal real property tax. The property tax rate is applied to the value of land and improvements (structures) thereon. The City's rate is \$0.9832 per \$100 of assessed value. Since the assessed value of a future land use is unknown, this study estimates an assessed value by comparing assessed values of comparable properties in the City of Salisbury. The source for the information is the Maryland Department of Assessments and Taxation.

According to the proposed concept development plan, upon annexation, this Property would be developed with 10 townhouse apartment buildings. At an estimated assessed value of \$1,233,100, the total expected revenue from development on the Property, as proposed, is \$12,120.

It is important to note that upon annexation of a property, the City of Salisbury could begin receiving property tax revenue before development. These revenues are not included. Also, this study considers only "direct" costs and revenues. "Indirect" costs and revenues, which may arise from increased demand for local commercial and industrial uses as a result of the development and its occupants are not considered in this model.

Lastly, the City collects user fees, license fees, and permitting fees. These are charged to applicants for permits and/or users of certain services. These revenues are small relative to the property tax revenue and are not included in this study.

Conclusion

The Annexation would have a positive fiscal impact to the City of about \$7,480 per year.

[illegible]

A RESOLUTION of the City of Salisbury proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury to be known as the "Hall Drive – Long Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner of Lot 1, Block 'C' of "Wicomico Commons" subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 -Parcels 208 and 067, containing 1.260 acres, more or less.

WHEREAS the City of Salisbury has received a petition to annex dated December 20, 2019, attached hereto (**Exhibit 1**), signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed binding upon the Corporate Limit of the City of Salisbury to be known as “Hall Drive – Long Property Annexation” beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner Lot 1, Block ‘C’ of “Wicomico Commons” subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 -Parcels 208 and 067, containing 1.260 acres, more or less. being more particularly described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS the City of Salisbury has caused to be made a certification of the signatures on said petition for annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of March 13, 2020 and, as will more particularly

appear by the certification of Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto (**Exhibit 2**); and

WHEREAS it appears that the petition dated December 20, 2019, meets all the requirements of the law; and

WHEREAS the public hearing is scheduled for _____, 2020 at 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT it is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so as to annex to and include within said City all that parcel of land together with the persons residing therein and their property contiguous to and binding upon the Corporate Limit of the City of Salisbury to be known as the "Hall Drive – Long Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner of Lot 1, Block 'C' of "Wicomico Commons" subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 - Parcels 208 and 067, containing 1.260 acres, more or less., and being more particularly described on **Exhibit A** attached hereto and made a part hereof.

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

AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Zoning Map of the City of Salisbury shall be amended to include this newly annexed property in the R-

8A Residential district. Said property is presently classified as R-15 Residential under the zoning laws of Wicomico County.

AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council hold a public hearing on the annexation hereby proposed on _____ 2020, at 6:00 p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of time and place of said hearing to be published not fewer than two (2) times at not less than weekly intervals, in at least one newspaper of general circulation in the City of Salisbury, which said notice shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing on the Resolution, which date shall be no sooner than 15 days after the final required date of publication specified above.

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

The above Resolution was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the _____, 2020, having been duly published as required by law in the meantime a public hearing was held on the ___ day of _____, 2020, and was finally passed by the Council at its regular meeting held on the ___ day of _____, 2020.

Kimberly R. Nichols,
City Clerk

John R. Heath,
Council President

82 APPROVED BY ME this ____ day of _____, 2020.

83

84

85

86 _____
86 Julia Glanz, City Administrator, acting pursuant

87 to the authority granted to her by Jacob R. Day,

88 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) # 208

67

Map # 48

SIGNATURE (S)

Donald S. Long

12/20/19
Date

David A. Long

12/27/19
Date

Date

Date

Exhibit A

HALL DRIVE – LONG PROPERTY

Beginning for the same at a point on the westerly side of South Division Street. Said point being across from the southwesterly corner of Lot 1, Block 'C' of "Wicomico Commons" subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD X 1,201,716.00 Y 188,201.57 (1) Thence by and with the said Corporate Limits Line along the said Hall Drive South four degrees eight minutes fifty-five seconds West (S 04° 08' 55" W) one hundred forty-seven decimal six, nine (147.69) feet to a point on the westerly side of the said South Division Street at its intersection with the northerly right of way line of Hall Drive extended. X 1,201,705.32 Y 188,054.27 (2) Thence by and with the said line of Hall Drive, in part, North eighty-seven degrees sixteen minutes thirty seconds East (N 87° 16' 30" E) three hundred seventy-seven decimal five, six (377.56) feet to a point at the southwesterly corner of Lot 1, Block 'C', of "Suburban Acres". X 1,202,082.45 Y 188,072.22 (3) Thence by and with the westerly line of the said Lot 1, Block 'C', of "Suburban Acres", in part, North four degrees two minutes thirty seconds East (N 04° 02' 30" E) one hundred forty-five decimal two, seven (145.27) feet to a point on the existing Corporate Limit Line. X 1,202,092.69 Y 188,217.12 (4) Thence by and with the said Corporate Limit line South eighty-seven degrees thirty-eight minutes eight seconds West (S 87° 38' 08" W) three hundred seventy-seven decimal zero, one (377.01) feet to the point of beginning.

Annexation containing 1.260 acres, more or less.



City of
Salisbury
Jacob R. Day, Mayor

CERTIFICATION

HALL DRIVE – LONG 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: 3/13/2020

Hall Drive – Long Property Annexation – Certification – 3-13-2020.doc

ANNEXATION AGREEMENT

Hall Drive – Long Property Annexation

THIS AGREEMENT is made this ____ day of _____, 2020, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, “the City”), and Donald S. Long and David A. Long, (hereinafter, “the Owner”) with the principal address at 12 Church St. Lewes, Delaware 19958.

RECITALS

WHEREAS, the Owner is the record owner of certain real property located in Wicomico County, Maryland, (hereinafter, “the Property”), and more particularly described in Attachment “A” attached hereto and made a part hereof; and

WHEREAS, the Owner desires to construct upon the Property a townhouse apartment project consisting; and

WHEREAS, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including municipal water and wastewater services, that the Owner desires to obtain for the Property; and

WHEREAS, the Owner desires that the City annex the Property and the City desires to annex the Property, provided that certain conditions are satisfied; and

WHEREAS, pursuant to the authority contained in Local Government Article, subtitle 4-400 of the Annotated Code of Maryland, the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

- A. The City of Salisbury, the Salisbury-Wicomico County Planning Commission and staff will be guided by this Agreement throughout the review of any development plans submitted for the Property to ensure that the provisions of this Agreement are specifically implemented, and the Property is developed in substantial conformance with the concept development plan which is part of this Agreement. Any approval granted to a development plan by any commission, board, body, or agent of the City shall be in substantial compliance with the terms and conditions of this Agreement and the appurtenant concept development plan.
- B. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Owner's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

2. WARRANTIES AND REPRESENTATIONS OF THE OWNER:

A. This Agreement constitutes the formal written consent to annexation by the Owner as required by Local Government Article of the Maryland Code, Section 4-403 (b)(1) and (2). The Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Owner warrants and represents that it has the full authority to sign this Agreement and is in fact the sole owner of the real property encompassed in the annexation area and more particularly described in Attachment "A", and that there is no action pending against it or involving it that would in any way affect its right and authority to execute this Agreement.

C. The Owner warrants and represents that it has the full power and authority to sign this Agreement and Consent and is, in fact, collectively the sole owner of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the annexation area.

3. APPLICATION OF CITY CODE AND CHARTER

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property except as otherwise specifically provided herein.

4. MUNICIPAL ZONING

Upon the effective date of the Annexation Resolution implementing this Agreement the Property will be zoned "R8A" as stated in the Annexation Resolution and described in the City Zoning Ordinance.

5. MUNICIPAL SERVICES

Upon the effective date of the Annexation Resolution implementing this Agreement, the City will make the Property eligible to receive all applicable municipal services to the extent that the necessary public facilities exist to provide such services. Any allocation of capacity and/or services will be made by the City according to adopted allocation plans which may be in effect at the time the Owner makes request for such capacity and/or services.

6. STANDARDS AND CRITERIA

Should any environmental, engineering, or other similar standard or criteria specifically noted in this Agreement be exceeded by any local, State, or Federal standard, criteria or regulation, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria or regulation shall apply.

7. CITY BOUNDARY MARKERS

The Owner will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within 90 days of expiration of the 45-day referendum period. The Owner agrees that failure to comply with this provision will subject the Owner to payment of a fee to the City of Salisbury made payable prior to development plan approval of \$10,000.00 plus the cost for the City's surveyor to complete the work.

8. DEVELOPMENT CONSIDERATIONS

A. Costs and Fees: The Owner agrees that it will pay the costs of annexation to the City, including but not limited to the City's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the City's sole judgment, to the annexation.

B. The Owner and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the concept development plan shown as Attachment B.

C. Contribution to Area Improvement: The Owner agrees that any site plan for the Property shall contain a landscape plan containing deciduous street trees, of a species and size to be approved by the City, planted on the Property along both the Hall Drive and S. Division Street frontages at a regular spacing not to exceed 35 feet. The Owner agrees to install a 5-foot wide sidewalk along the Property's full frontage with Hall Drive to specifications approved by the City.

D. Re-investment in Existing Neighborhoods: The Owner agrees to pay a development assessment in the amount of \$3,650.00 per dwelling unit to the City prior to the issuance of a building permit. This assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and is to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County or the City, and any assessments that may be required to be paid elsewhere in this Agreement.

E. Contribution to Housing Affordability-Workforce/Affordable Housing: The City acknowledges the Developer's intention to provide rental apartment units to meet student housing needs.

F. Escalation of Development Assessments: The assessments set forth in paragraph D above is subject to adjustment to reflect inflation. Beginning January 1, 2021, the assessment shall be adjusted for inflation and this adjustment shall take place annually thereafter on the first day of January, for any assessment that remains unpaid. The assessment shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics.

G. Community / Environmental Design:

- i. The Developer agrees to engage the services of a registered landscape architect to develop a site landscape and planting plan, which plan shall address landscape and planting for the Property. The developer agrees to submit this plan to the Salisbury – Wicomico County Planning Commission along with other required development plans for approval. Notwithstanding the type of proposed vegetation shown on the concept plan, the Developer agrees that the site plan submitted to the Salisbury – Wicomico County Planning Commission for approval will provide at least 50 percent shade of site hardscapes (sidewalks, parking, driveways, etc.) within five years of building occupancy through use of deciduous tree planting.
- ii. Notwithstanding the number of parking spaces proposed to be provided and shown on the concept development plan, the Developer agrees to provide no more than the required number of parking spaces established by City code. The Developer further agrees to provide a readily accessible bicycle rack(s) on the Property capable of securing at least 12 bicycles and to show the proposed location of such improvement on the site plan submitted for Salisbury – Wicomico County Planning Commission plan approval.
- iii. The Owner agrees to use its best efforts, in coordination with the City of Salisbury Department of Infrastructure and Development and the Salisbury – Wicomico County Planning Commission to achieve as many LEED certification level points as possible for new construction projects as outlined by the U.S. Green Building Council's LEED Standards for Building Design, New Construction as may be updated from time to time and specifically agrees to meet the following energy and environmental performance standards:
 - Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. Streetlights which the City may require along Hall Drive and S. Division Street at time of site plan approval shall also be selected for highest efficiency but recognizing that they will ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury DPW.
 - The Property's entire stormwater management system will be designed in collaboration with a Maryland Registered and LEED certified design professional with an emphasis on stormwater infiltration, bio-retention and open channel conveyance, with as little conventional piped conveyance as possible. Using these and other innovative approaches, the requirements for groundwater recharge and stormwater pretreatment will be satisfied in an environmentally friendly and aesthetically pleasing manner.

- Roadway and parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
- The HVAC systems in the buildings shall be high energy performance units. Air conditioning compressors will be 17 SEER, minimum.
- Water-saving plumbing fixtures shall be used.
- Building finish materials that have high recycled content shall be selected.
- At least one principal member of the project design team shall be a LEED Accredited Professional and shall be made available to the Salisbury-Wicomico Planning Commission as it deliberates on project approval.
- Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. Streetlights if used shall also be selected for highest efficiency but recognizing that streetlights may ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City.
- Roadway and parking lot construction shall be accomplished mainly using recycled aggregates and base materials in addition to conventional aggregates and paving materials when acceptable recycled materials meeting the required physical properties of the design engineer are locally available.
- The HVAC systems in all building(s) on the Property shall be high-efficiency units. Air conditioning compressors will be 17 SEER, minimum unless and until higher federal, state, or local standards are required.
- Water-saving plumbing fixtures shall be used in all buildings on the Property.
- Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.
- Building finish materials that have high-recycled content shall be selected where possible. Low VOC (Volatile Organic Compound) paints and finishes shall be used.

- H. Stormwater. The Property is located within the South Division Street Drainage Study Area wherein there is stormwater surging in the storm drain network. As a result, properties within the study area, like the subject Property, are subject to a stormwater development discharge limit wherein the 10-year post development discharge cannot exceed the 5-year storm pre-development discharge.
- I. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

9. **RECORD PLAT:**

The Owner will provide the City with a copy of the final record plat for the development of the Property.

10. **MISCELLANEOUS:**

A. The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by the Mayor and City Council of the City of Salisbury and shall be void in the event the City fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

D. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the City pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver,

modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plain meaning without giving regard to an inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Owner without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Owner shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

IF TO THE CITY:

Amanda Pollock, PE,
Director of Infrastructure & Development
125 North Division Street
Salisbury, Maryland 21801

WITH A COPY TO:

Mark Tilghman, City Attorney
110 N. Division St,
Salisbury, Maryland 21801

IF TO THE OWNER:

Donald S. Long and David A. Long,
12 Church St.,
Lewes, Delaware 19958

WITH A COPY TO: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS:

THE CITY OF SALISBURY, MARYLAND

By: _____

WITNESS/ATTEST:

OWNER:

By: _____

APPROVED AS TO FORM:

_____, City Attorney

STATE OF MARYLAND

COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the City of Salisbury, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

Notary Public (SEAL)

My Commission Expires: _____

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be Member of Vernon Esham Land Development, Inc., a corporation of the State of Maryland, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as a Member.

WITNESS my hand and notarial seal.

Notary Public (SEAL)

My Commission Expires: _____

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____, City Attorney

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A RESOLUTION of the City of Salisbury to adopt an annexation plan for a certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury to be known as the “Hall Drive – Long Property Annexation” beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner of Lot 1, Block ‘C’ of “Wicomico Commons” subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 -Parcels 208 and 067, containing 1.260 acres, more or less.

WHEREAS the City of Salisbury is considering the annexation of a parcel of land binding upon the Corporate Limit of the City of Salisbury to be known as “Hall Drive – Long Property Annexation” beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner of Lot 1, Block ‘C’ of “Wicomico Commons” subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 -Parcels 208 and 067, containing 1.260 acres, more or less and being more particularly described in **Exhibit A** attached hereto and made a part hereof; and

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

WHEREAS the public hearing required pursuant to the law is scheduled for _____, 2020 at 6:00p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT an annexation plan for the “Hall Drive – Long Property Annexation,” as set forth in **Exhibit B** attached hereto and made a part hereof, is adopted for that area of land located and binding upon the Corporate Limit of the City of Salisbury to be known as “Hall Drive – Long Property Annexation” beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St. said point being across from the southwesterly corner of Lot 1, Block ‘C’ of “Wicomico Commons” subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 -Parcels 208 and 067, containing 1.260 acres, more or less being more particularly described in **Exhibit A** attached hereto and made a part hereof; and

AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the Council shall hold a public hearing on the annexation plan hereby proposed on _____, 2020 at 6:00p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of time and place of said hearing to be published not fewer than two (2) times at not less than weekly intervals, in a newspaper of general circulation in the City of Salisbury, which said notice shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing on the Resolution.

The above Resolution was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on the _____, 2020, having been duly published as required by law in the meantime a public hearing was held on _____, 2020, and was finally passed by the Council at its regular meeting held on the _____, 2020.

51 _____
52 Kimberly R. Nichols, John R. Heath,
53 City Clerk Council President
54

55 APPROVED BY ME this ____ day of _____, 2020.

56

57 _____
58 Julia Glanz, City Administrator, acting pursuant
59 to the authority granted to her by Jacob R. Day,
60 Mayor

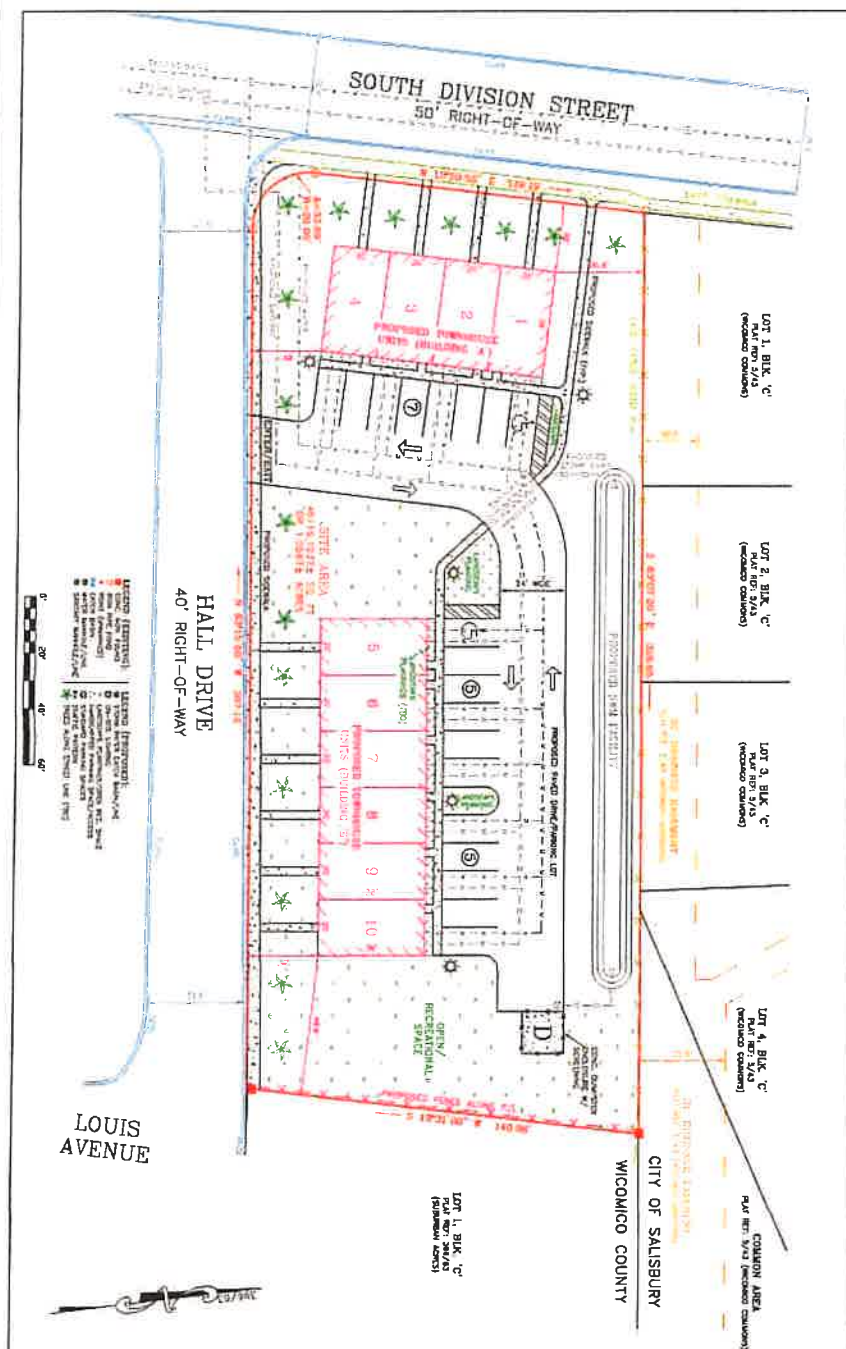
Exhibit A

HALL DRIVE – LONG PROPERTY

Beginning for the same at a point on the westerly side of South Division Street. Said point being across from the southwesterly corner of Lot 1, Block 'C' of "Wicomico Commons" subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD X 1,201,716.00 Y 188,201.57 (1) Thence by and with the said Corporate Limits Line along the said Hall Drive South four degrees eight minutes fifty-five seconds West (S 04° 08' 55" W) one hundred forty-seven decimal six, nine (147.69) feet to a point on the westerly side of the said South Division Street at its intersection with the northerly right of way line of Hall Drive extended. X 1,201,705.32 Y 188,054.27 (2) Thence by and with the said line of Hall Drive, in part, North eighty-seven degrees sixteen minutes thirty seconds East (N 87° 16' 30" E) three hundred seventy-seven decimal five, six (377.56) feet to a point at the southwesterly corner of Lot 1, Block 'C', of "Suburban Acres". X 1,202,082.45 Y 188,072.22 (3) Thence by and with the westerly line of the said Lot 1, Block 'C', of "Suburban Acres", in part, North four degrees two minutes thirty seconds East (N 04° 02' 30" E) one hundred forty-five decimal two, seven (145.27) feet to a point on the existing Corporate Limit Line. X 1,202,092.69 Y 188,217.12 (4) Thence by and with the said Corporate Limit line South eighty-seven degrees thirty-eight minutes eight seconds West (S 87° 38' 08" W) three hundred seventy-seven decimal zero, one (377.01) feet to the point of beginning.

Annexation containing 1.260 acres, more or less.

Exhibit C



1. CHRYSLER, NITELIS
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REVISIONS	
Date	Issued for:
11/11/01	By: LARRY R. HARRIS (Owner)
11/11/01	By: LARRY R. HARRIS (Owner)



F. Douglas Jones
Surveying Associates
540 Riverside Drive, Unit 14
P.O. Box 2658
Salisbury, Maryland 21801
Phone: 410-543-2815
Email: fjones@jonessurveying.com

CONCEPT DEVELOPMENT PLAN
FOR THE LANDS OF
DAVID ALLAN LONG & DONALD SCOTT LONG
SOUTH DIVISION STREET & HALL DRIVE INTERSECTION
CAMDEN ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND

DATE OF BIRTH	DOB IS
NAME AND TITLE	
NATL.	CITIZENSHIP
EDUCATION ATT.	DEGREE
ADDRESS	TELEPHONE NO.
SIGNATURE	
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MEMORANDUM

To: Julia Glanz, City Administrator
From: Laura Baasland, Department of Water Works Program Specialist
Subject: Amending the Bylaws of the Human Rights Advisory Committee
Date: October 28, 2020

At the last meeting of the Human Rights Advisory Committee on September 17, 2020, the committee unanimously carried a motion to amend the committee's bylaws, and is recommending that the Mayor's Office approve these amendments and send them to City Council for adoption.

The first proposed amendment is that section 1.a – Membership remove the requirement to have “at least one (1) high school student” and change it to read “at least one (1) youth representative aged 16-24 years.” This requirement to have at least one high school student appointed to the committee was put in place with the intention of ensuring that the youth voice would be represented on the committee. However, it has proven impractical to specifically require that the member be a high school student, and the committee has been unable to fulfill this particular membership requirement, so the position has remained vacant. The committee is confident that by lifting the requirement of having one member that is a high school student and instead changing the bylaws to require one youth representative, that it will have more success in finding a candidate to fill the position while still retaining the original intent of the provision.

Secondly, the committee proposes that section 1.a – Membership also remove the clause that reads “members shall serve staggered terms of four (4) years; eight (8) members will serve four (4) year terms beginning and ending in even years, and seven (7) members will serve four (4) year terms beginning and ending in odd years. If a member resigns from the committee in the middle of a term, their replacement will serve the remaining length of the resigning member's term.” Instead, the committee would like this clause to be replaced with “Members shall serve two (2) year terms.” The committee feels that it is in its own best interest to shorten the terms of its members in order to keep membership revolving to best ensure the flow of fresh ideas and input. Shorter term lengths will also potentially allow for more community members to serve on the committee and therefore for wider community representation to be had. Lastly, the committee feels that by simplifying the term requirements, membership will be easier to manage from a practical standpoint, especially considering this a large committee, reaching thirteen (13) members at full capacity.

Attached you will find a copy of City Resolution No. 2653, which established the Human Rights Advisory Committee and its original bylaws, as well as a draft resolution to bring before City Council. I am happy to answer any questions you may have about the committee's proposed amendments to its bylaws.

Attachment

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WHEREAS, on August 10, 2016 the Mayor and Council of the City of Salisbury adopted Resolution No. 2653 creating the Human Rights Advisory Committee; and

WHEREAS, the membership of the Human Rights Advisory Committee would be enhanced by lifting the requirement to retain a high school student as a representative and instead change that clause to require a person aged 16-24 years be a member of the committee, thus allowing the Committee to more readily fill that position while still ensuring that youth voices are represented; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland that the bylaws of Human Rights Advisory Committee be amended to reflect the changes to section 1.a – Membership as follows:

a. The Human Rights Advisory Committee (“the Committee”) shall consist of thirteen (13) members. The Members shall be authorized and appointed by the Mayor and approved by the Council. The membership shall include at least two (2) representatives of racial or national minorities; at least two (2) representatives from the LGBTQ+ community; at least one (1) **high school student representative aged 16-24 years**; and at least two (2) members of local religious organizations. Members shall serve **staggered** terms of **four**two (42) years, ~~eight (8) members will serve four (4) year terms beginning and ending in even years, and seven (7) members will serve four (4) year terms beginning and ending in odd years. If a member resigns from the committee in the middle of a term, their replacement will serve the remaining length of the resigning member’s term.~~ at which point the member may choose whether to apply for a subsequent term.

1 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the
2 City of Salisbury, Maryland held on November __, 2020 and is to become effective
3 immediately.

4
5 ATTEST:

6
7 _____
8 Kimberly R. Nichols
9 CITY CLERK

John R. Heath
PRESIDENT, City Council

10
11 APPROVED BY ME THIS

12
13 ____ day of October, 2020

14
15
16 _____
17 Julia Glanz, City Administrator for and
18 at the direction of Jacob R. Day, Mayor