

# SALISBURY CITY COUNCIL WORK SESSION AGENDA

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# MARCH 16, 2020 COUNCIL CHAMBERS GOVERNMENT OFFICE BUILDING

4:30 p.m.	Community Cats Coalition- Community Cats Coalition Director Susan Coleman
4:45 p.m.	John Deer Drive (WaWa) – Milford St. Associates Property Annexation Agreement- Permits & Inspections Manager Bill Holland, Jakubiak Town & City Planning President Chris Jakubiak
5:00 p.m.	Mobile Vendor Licensing & Fees- Business Development Director Laura Soper
5:15 p.m.	Salisbury Green and Lot 16- Procurement Director Jennifer Miller
5:30 p.m.	Budget Amendment for Elections- Wicomico County Board of Elections Director Anthony Gutierrez, City Clerk Kim Nichols
5:45 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).



#### Dear City Council:

We would like to introduce ourselves. We are Community Cats Coalition. A 501 © 3 non-profit cat rescue organization, devoted to the rescue, care & adoption of stray, feral and abandoned cats.

We are a "coalition" of animal control agencies, vets, rescue groups & adoption guarantee organizations working together to increase awareness through education of the public to the benefits of trap/neuter/return & to end the killing of healthy & treatable shelter cats countrywide. As a result, a "No Kill Nation" will only be achieved when shelters and animal control agencies fully & comprehensively implement the program & services of the "No Kill Nation" equation.

**Our Mission** is to save the lives of homeless cats by providing access to low cost spay/neuter surgery in a safe and humane environment, collaborating with others and mentoring like-minded organizations to increase spay/neuter in their regions.

Our Vision is a community in which people value the lives of cats and ensure they are healthy and safe, cared for, & have access to food, water, shelter and medical treatment.

We work closely with the Wicomico Humane Society to take all the strays/feral cats that Animal Control is bringing in. We are fixing & vaccinating these cats & returning them to their home sites, where there are dedicated caretakers. These cats will no longer produce & in fixing them cuts down on the many annoying habits they have such as: spraying, fighting over mates, food & territory. We are doing community outreach to inform residents about our services (which we provide free of charge, at no cost to the taxpayer). We feel it is much better for the cats & animal control to allow us to trap/neuter/return them, allowing them to live & not tie up animal control services as well as overload the Humane Society.

Represented here tonight are the following:

Town Cats, Inc.- Chris Aument

Humane Society of Wicomico-Kim Nock

Forgotten Cats, Inc.- Joy Houston

Purr It Forward- Amy Donovan

Estancia de Amanecer Cat Sanctuary, Inc.- Pat DeAngelis

Kitty Kavorka Cat Sanctuary- Lori Pitts

Westside Animal Rescue-Karlene Morrison

We would like to introduce a new ordinance concerning "Community Cats" to be added to the current county code.

For the purpose of defining "community cat" and other related terms; establishing a community cat program; amending provisions related to the authority to impound to include community cats; adding standards for the redemption of community cats; amending provisions related to animals running at large and surrendering stray animals to exempt community cats; and generally related to animal control.

We would like to use the verbiage of Bill 96-17 that was passed into law in Anne Arundel County, Maryland.

"Bill 96-17 (a copy is included) permits community cat programs, in conjunction with Animal Control, to use animal welfare and volunteer groups to assist citizens of Anne Arundel County who want to help care for unowned, free roaming cats in their neighborhoods. The new law would give citizens access to additional, much needed animal care services including spay, neuter, and vaccination services."

With access to these services, citizens will be able to provide responsible care to community cats resulting in fewer cats, healthier cats, and well-monitored cats.

Another goal of community cat programs is to reduce the number of community cats handled by Animal Control allowing reallocation of those resources. Community cat programs in the County/City make vital services available to the public at no additional cost to the taxpayers.



## COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2017, Legislative Day No. 41

Bill No. 96-17

Introduced by Mr. Grasso

By the County Council, November 20, 2017

Introduced and first read on November 20, 2017
Public Hearing set for and held on December 18, 2017
Public Hearing on AMENDED bill set for and held on January 2, 2018
Bill Expires February 23, 2018

By Order: JoAnne Gray, Administrative Officer

#### A BILL ENTITLED

1	AN ORDINANCE concerning: Public Safety – Animal Control – Community Cats
2	y community outs
3	FOR the purpose of defining "community cat" and other related terms; establishing a
4	community cat program; amending provisions related to the authority to impound to
5	include community cats; adding standards for the redemption of community cats:
6	amending provisions related to animals running at large and surrendering stray
7	animals to exempt community cats; and generally relating to animal control.
8	
9	BY renumbering: § 12-4-101(17) through (41) to be § 12-4-101(19) through (46),
10	respectively
11	Anne Arundel County Code (2005, as amended)
12	
13	BY renumbering and repealing and reenacting, with amendments: § 12-4-101(29), and
14	(34), and (38) to be § 12-4-101(33), and (38), and (42), respectively
15	Anne Arundel County Code (2005, as amended)
16	
17	BY adding: §§ 12-4-101(17), (18), (24), (28), and (44); and 12-4-504(c)
18	Anne Arundel County Code (2005, as amended)
19	
20	BY repealing and reenacting, with amendments: §§ 12-4-501; 12-4-503; 12-4-905(a) and
21	(b); and 12-4-907
22	Anne Arundel County Code (2005, as amended)

**EXPLANATION:** 

CAPITALS indicate new matter added to existing law.

[Brackets] indicate matter stricken from existing law.

Captions and taglines in **bold** in this bill are catchwords and are not law.

<u>Underlining</u> indicates amendments to bill.

<u>Strikeover</u> indicates matter stricken from bill by amendment.

 SECTION 1. Be it enacted by the County Council of Anne Arundel County, Maryland, That § 12-4-101(17) through (41) of the Anne Arundel County Code (2005, as amended) is hereby renumbered to be § 12-4-101(19) through (46), respectively.

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SECTION 2. And be it further enacted, That Section(s) of the Anne Arundel County Code (2005, as amended) read as follows:

#### **ARTICLE 12. PUBLIC SAFETY**

#### **TITLE 4. ANIMAL CONTROL**

#### 12-4-101. **Definitions**.

In this title, the following words have the meanings indicated:

 (17) "COMMUNITY CAT" MEANS AN UNOWNED, FREE-ROAMING CAT, 12 WEEKS OF AGE OR OLDER WHO IS CARED FOR BY ONE OR MORE PERSONS RESIDING OR WORKING IN THE IMMEDIATE AREA WHO ARE KNOWN OR UNKNOWN. A COMMUNITY CAT MAY OR MAY NOT BE FERAL.

(18) "COMMUNITY CAT CAREGIVER" MEANS A PERSON <u>OR GROUP WHO THAT</u>, IN ACCORDANCE WITH A GOOD FAITH EFFORT TO CONDUCT TRAP-NEUTER-RETURN, PROVIDES <u>CARE THAT INCLUDES PROVIDING</u> FOOD, SHELTER, <u>OR AND MEDICAL CARE TO A COMMUNITY CAT.</u> A COMMUNITY CAT CAREGIVER IS NOT THE OWNER, <u>HARBORER</u>, <u>CONTROLLER</u>, <u>OR KEEPER</u> OF A COMMUNITY CAT.

(24) "EARTIPPING" MEANS THE DELIBERATE REMOVAL OF NO MORE THAN ONE-QUARTER OF AN INCH FROM THE TIP OF A COMMUNITY CAT'S LEFT EAR, PERFORMED BY A LICENSED VETERINARIAN WHILE THE CAT IS UNDER ANESTHESIA. EARTIPS MAY SHALL BE USED TO IDENTIFY A COMMUNITY CAT AS BEING STERILIZED AND LAWFULLY VACCINATED FOR RABIES AND AT LEAST ONCE, BUT DOES NOT SERVE AS PROOF OF A CURRENT RABIES VACCINATION.

(28) "FERAL CAT" MEANS A CAT THAT SHOWS NO EVIDENCE OF BEING OWNED, SUCH AS WEARING A COLLAR OR TAG OR APPEARING GROOMED; LIVES OUTDOORS; AND HAS LITTLE OR NO DIRECT HUMAN CONTACT OR SOCIALIZATION AND MAY EXHIBIT WILD BEHAVIOR AND EXHIBITS SAVAGE OR WILD BEHAVIOR OR IS LIVING IN THE WILD.

[(29)] (33) "Owner" means a person who keeps, has temporary or permanent custody of, possesses, exercises control over, or has a property right in any animal, livestock, or fowl, except that animal hospitals, commercial kennels, COMMUNITY CAT CAREGIVERS, and pet shops and their employees are not owners.

[(34)] (38) "Public nuisance" means an act by an animal that substantially interferes with the rights of citizens to enjoyment of life or property and that unreasonably annoys humans, endangers the life or health of other animals or human beings, or offends human senses, including the molesting of pedestrians, the chasing of vehicles, the damaging of property of someone other than the owner of the animal, and continually and repeatedly howling, barking, whining, or otherwise making noise that causes unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where a person keeps an animal BUT DOES NOT INCLUDE A COMMUNITY CAT THAT IS NOT A DANGER TO THE LIFE OR HEALTH OF OTHER ANIMALS OR HUMANS.

[(38)] (42) "Stray" means [an] A DOMESTICATED animal off the property of its owner 1 and not under the control of the owner or the authorized agent of the owner. 2 3 (44) "TRAP-NEUTER-RETURN" MEANS THE PROCESS OF HUMANELY TRAPPING, 4 STERILIZING, VACCINATING FOR RABIES, EARTIPPING, AND RETURNING A COMMUNITY 5 6 CAT TO THEIR ORIGINAL LOCATION, AND INCLUDES A PLAN FOR REVACCINATION OF 7 THE COMMUNITY CAT IN ACCORDANCE WITH STATE LAW. 8 9 12-4-501. Authority to impound. 10 11 The Agency may impound: 12 (1) a domesticated animal found at large, EXCLUDING AN EARTIPPED COMMUNITY 13 14 CAT: 15 (2) a dog or a cat found without a license tag affixed to its collar, EXCLUDING AN 16 17 EARTIPPED COMMUNITY CAT: 18 (3) an animal whose owner fails to respond to notice that the animal is in violation 19 of this article: 20 21 (4) an animal whose health constitutes an immediate and substantial danger to 22 persons or property or that poses a threat to public safety, as provided in § 12-4-402; 23 24 25 (5) an animal determined to be dangerous or vicious; 26 27 (6) an animal placed at risk by its health or environment; 28 (7) an abandoned or unwanted animal, EXCLUDING AN EARTIPPED COMMUNITY 29 30 CAT; 31 32 (8) an animal involved in an incident that constitutes a public safety threat; [or] 33 an animal whose owner violates any condition of an administrative order 34 35 pertaining to that animal[.]; OR 36 (10) A COMMUNITY CAT, INCLUDING AN EARTIPPED COMMUNITY CAT, ABOUT 37 WHICH REPEATED COMPLAINTS TO THE AGENCY FROM RESIDENTS OR BUSINESS 38 39 OWNERS REMAIN UNRESOLVED. 40 41 12-4-503. Notice; holding period. 42 When [an] A DOMESTICATED animal is impounded, the Agency shall make a 43 reasonable attempt to notify the owner OR KNOWN COMMUNITY CAT CAREGIVER of the 44 animal. Unless extremely aggressive, seriously injured, or suffering, an animal that is

impounded or brought to the animal control facility for placement or destruction shall be

held at the facility for at least five days unless sooner redeemed or adopted.

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12-4-504. Redemption of impounded animals.

(C) Community Cats.

(1) COMMUNITY CAT CAREGIVERS AND ANIMAL WELFARE GROUPS MAY RECLAIM IMPOUNDED EARTIPPED COMMUNITY CATS WITHOUT THE PROOF OF OWNERSHIP OR THE PAYMENT OF SHELTER FEES AND IMPOUNDMENT CHARGES REQUIRED UNDER § 12-4-504 AND WITHOUT COMPLYING WITH THE LICENSING REQUIREMENTS UNDER § 12-4-702, IF THE COMMUNITY CAT CAREGIVER OR ANIMAL WELFARE GROUP AGREES, IN WRITING AND ON A FORM PROVIDED BY THE AGENCY, TO ABIDE BY THE TRAP-NEUTER-RETURN STANDARDS DESCRIBED UNDER THIS TITLE AND TO RETURN THE COMMUNITY CAT TO ITS ORIGINAL LOCATION OR PROVIDE FOR REHOMING.

I

(2) IF AN IMPOUNDED COMMUNITY CAT HAS NOT BEEN STERILIZED, VACCINATED FOR RABIES, AND UNDERGONE EARTIPPING, THE COMMUNITY CAT MAY ONLY BE REDEEMED BY AN ANIMAL WELFARE GROUP OR A COMMUNITY CAT CAREGIVER AFTER RECEIVING A RABIES VACCINATION ADMINISTERED BY THE AGENCY. RELEASE FROM IMPOUNDMENT SHALL BE CONDITIONED ON REFERRAL TO A TRAP-NEUTER-RETURN PROGRAM AND A WRITTEN AGREEMENT WITH THE COUNTY. DOCUMENTATION OF STERILIZATION AND EARTIPPING SHALL BE FORWARDED TO THE AGENCY WITHIN 60 DAYS OF RELEASE FROM IMPOUNDMENT.

#### 12-4-905. Animals running at large prohibited.

(a) **Scope.** This section does not apply to AN EARTIPPED COMMUNITY CAT OR an animal under control of its owner or an authorized agent of the owner by leash, cord, or chain, or to an animal while actually engaged in the sport of hunting in authorized areas while supervised by a competent individual, or while undergoing training to heel on or off a leash, obey on command to come to its owner, or to sit, lie, or stand until further command.

(b) **Prohibition.** [An] A DOMESTICATED animal may not be at large. An owner of an animal at large is in violation of this section.

#### 12-4-907. Stray dogs and cats to be surrendered to County.

 An individual who finds a stray dog or cat shall deliver the dog or cat to an animal control facility or to an animal control officer or an authorized representative of an animal control officer within 24 hours after finding the dog or cat. THIS SECTION DOES NOT APPLY TO AN INDIVIDUAL WHO TRAPS A COMMUNITY CAT AS PART OF A TRAPNEUTER-RETURN.

SECTION 3. And be it further enacted, that this Ordinance shall take effect 45 days from the date it becomes law.

AMENDMENTS ADOPTED: December 18, 2017

READ AND PASSED this 2<sup>nd</sup> day of January, 2018

By Order:

JoAnne Gray

Administrative Officer

PRESENTED to the County Executive for his approval this 3rd day of January, 2018

JoAnne Gray

Administrative Officer

APPROVED AND ENACTED this

day of January, 2018

Steven R. Schuh County Executive

**EFFECTIVE DATE:** 

February 19, 2018

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF BILL NO.  $\frac{96-17}{}$  . THE ORIGINAL OF WHICH IS RETAINED IN THE FILES OF THE COUNTY COUNCIL

JoAnne Gray

Administrative Officer



To: Amanda Pollack, Director Infrastructure & Development

From: William T Holland

Date: 3/9/2020

Re: John Deere Dr. (WAWA) Annexation

Amanda, attached is the John Deere Dr. (WAWA) annexation package for City Council to review prior to going to a public hearing. This annexation started two years ago and the owners are now ready to move forward with the project. Please schedule this for the March 16 City Council work session.



528 RIVERSIDE DRIVE SALISBURY, MD 21801 PHONE: 410-749-1023 FAX: 410-749-1012 www.parkerandassociates.org

LAND SURVEYING

CIVIL ENGINEERING

LAND PLANNING

FORESTRY SERVICES

Mr. Les Sherrill City of Salisbury 125 N. Division St, Suite 202. Salisbury, MD 21801

March 20, 2018

RE: Petition for Annexation, John Deere Drive, Milford Street Associates, Inc.

Dear Mr. Sherrill

Please accept this letter as a "Letter Petitioning Annexation" for two lots located on John Deere Drive, just south of the City limits of Salisbury, Maryland, in Wicomico County, Maryland

The property that is being requested for annexation currently consists of two parcels: Lot 11 and Lot 12, a total of 2.55 acres

Both lots are unimproved and do not have a physical street address at this time. The proposed development plan for these two parcels is a convenience store, as the attached concept annexation site plan indicates. The requested zoning for this project is Mixed Use Residential. Multiple properties in this area have been annexed into the City and we feel that this property and its proposed improvements would be an excellent addition to the surrounding areas.

The project is currently in the preliminary design/approval stages. If we are able to feasibly obtain annexation and water/sewer services we will move forward diligently with the project. We strongly feel this project would have success in its given location.

Thank you for your time and consideration with this exciting project.

Please note for the record that I have been authorized to make this petition on behalf of the developer, as his agent. Thank you for your time and consideration with this exciting project.

Sincerely.

Brock E. Parker, PE, RLS, QP

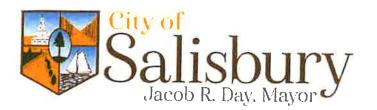
Vice President, Parker and Associates

ANNEXATION PETITION - WAWA DOC

## CITY OF SALISBURY

### PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:							
I/We re	equest annexatio	on of my/our land to the City of Salisbury.					
	Parcel(s) #	Lots 11 & 12					
	Map #	39					
SIGNATURE (S)							
ā	Be	(agent)	3/15/18 Date				
н			Date				
à			Date				
			Date				



#### **CERTIFICATION**

#### JOHN DEERE DRIVE - MILFORD STREET ASSOC. 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

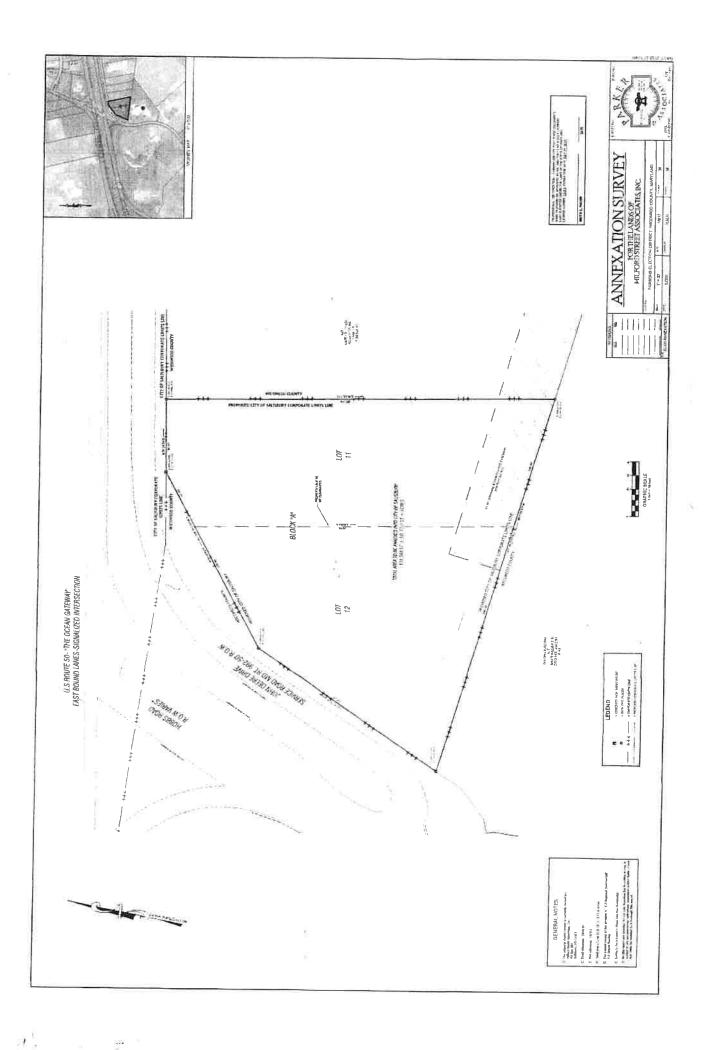
Date: 8/23/18

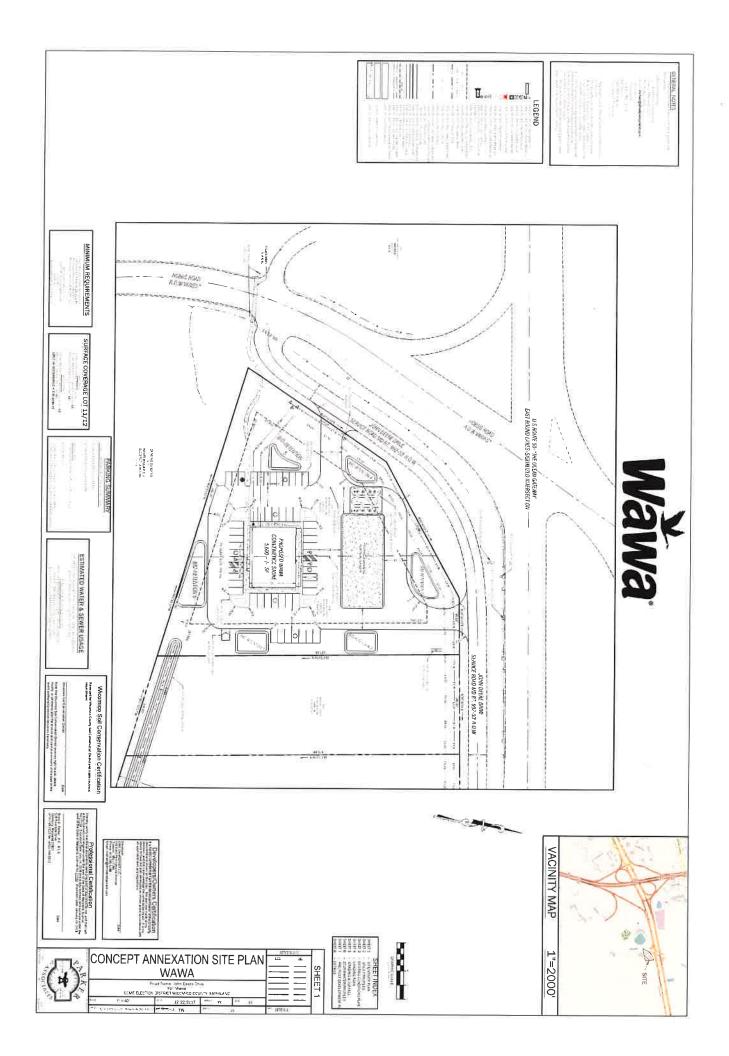
John Deere Drive - Milford St Association - Certification - 8-23-19.doc

#### Metes And Bounds Description

#### JOHN DEERE DRIVE - MILFORD ST. ASSOC. ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be known as "John Deere Drive - Milford St. Assoc. Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the southerly rightof-way line of John Deere Drive, X 1,222,176.61, Y 199,280.90; thence by and with the line of the said John Deere Drive North seventy-eight degrees twenty-seven minutes ten seconds East (N 78° 27' 10" E) eighty decimal zero, zero (80.00) feet to a point X 1,222,255.08, Y 199,296.93; thence by and with the westerly line of Lot 10, Block 'A', of "Tim-Mar Acres Business Park" South eleven degrees thirty-two minutes fifty seconds East (S 11° 32' 50" E) four hundred twentyseven decimal one, eight (427.18) feet to a point at the southwesterly corner of the said Lot 10 X 1,222,340.50 Y 198,878.39; thence by and with the southerly line of Lot 11 and Lot 12 of the said "Tim-Mar Acres Business Park" North eighty-three degrees fifty-five minutes forty-one seconds West (N 83° 55' 41" W) four hundred twenty-seven decimal seven, four (427.74) feet to a point on the aforesaid line of John Deere Drive X 1,221,915.16, Y 198,923.63; thence by and with the said line of John Deere Drive the following two courses: (1) North twenty-two degrees fifty-two minutes eleven seconds East (N 22° 52' 11" E) two hundred thirty-seven decimal two, six (237.26) feet to a point X 1,222,007.37, Y 199,142.23: (2) North fifty degrees forty minutes eighteen seconds East (N 50° 40' 18" E) two hundred eighteen decimal seven, nine (218.79) feet to the point of beginning and containing 2.550 acres, being Lot 11 and Lot 12, Block 'A', "Tim-Mar Acres Business Park". All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.







#### **MEMORANDUM**

To: Julia Glanz, City Administrator From: Christopher Jakubiak, AICP

Date: October 31, 2018

Re: Fiscal Impact, Milford Street Associates, Inc. - John Deere Drive Annexation

The Milford Street Associates, Inc. – John Deere Drive Annexation would add 2.55 acres to the City zoned for mixed use, non-residential (commercial) use. 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 approved FY 2019 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 jobs since the project is not residential. Some portion of all City services is fixed and therefore will remain constant in light of new development; this portion of the cost therefore is not assigned to new development. The estimated annual cost to the City is \$3,670.

#### 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, one portion of this Property would be developed with a 5,600 square foot convenience food store with gasoline pumps and canopy. At an estimated assessed value of \$1.38 million, the total expected revenue from development on the Property, as presently proposed, is \$16,280.

It is difficult to make reliable projections about the activities of future businesses so personal property tax receipts are not included in our analyses. Therefore, in this respect, the study undercounts revenue potential from the Annexation.

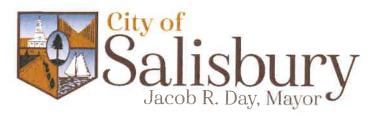
It is also important to note that upon annexation of a property, the City of Salisbury could begin receiving property tax revenues on the entire Property. These revenues, which typically would occur prior to actual development are not included.

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 \$12,600 per year<sup>1</sup>.

<sup>&</sup>lt;sup>1</sup>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 are not considered in this model.



August 28, 2018

Parker and Associates, Inc. 528 Riverside Drive Salisbury, Maryland 21801

Attn: Brock Parker

RE: Annexation Zoning-John Deer Drive

Tax Map and Parcel: 0039/038 Lots 11 & 12 City of Salisbury, Wicomico County, Maryland

Dear Brock.

The Salisbury-Wicomico Planning Commission at its July 19, 2018 meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **MIXED-USE NON-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.

UMLAR

Sincerely,

Anne Roane City Planner

Department of Infrastructure & Development

City of Salisbury

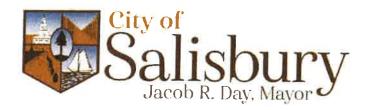
125 North Division St. Room 202

Salisbury, MD 21801

410-548-3170



www.salisbury.md



# Infrastructure and Development Staff Report Planning and Zoning Commission

Meeting of July 19, 2018

#### I. BACKGROUND INFORMATION:

Project Name: John Deer Drive

**Applicant/Owner:** Milford Street Associates, Inc. **Infrastructure and Development Project No.:** 18-016

Nature of Request: Zoning Recommendation for Annexation Request-2.55 Acres Location of Property: South-east side of the corner of John Deer Drive and Hobbs Road

Tax Map and Parcel: 0039/038 Lots 11 & 12

#### A. Introduction.

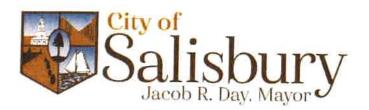
The City Administration has referred Milford Street Associates, Inc., request for the annexation of a property located on the South-east side of the corner of John Deer Drive and Hobbs Road to the Planning Commission for review and recommendation of an appropriate zoning designation. (See Attachments #1 and 2)

Under the procedures established by the Mayor and City Council in 1987, the zoning classification of the area will be included in the resolution that annexes the property to the City. Prior to this policy, annexations were conducted by resolution and the zoning category established by a separate ordinance on a separate time schedule. This policy now puts the zoning classification and annexation on the same schedule.

The applicant is seeking to zone the property Mixed Use Non-Residential.

#### B. Area Description.

This annexation area consists of two lots of one parcel 2.55 acres in size and is undeveloped. (See Attachment #3)



#### II. ZONING ANALYSIS:

#### A. Existing Zoning

The annexation area and the adjoining County area (south and east) is zoned LB-1 Light Business and Institutional. (See Attachment #4.)

#### B. Zoning History.

The proposed annexation area was first zoned 'C' Residential by the County on October 19, 1950. When the County revised and expanded its zoning coverage on April 1, 1968, the area was zoned A-1 Agricultural-Rural. During the most recent Comprehensive Rezoning in September 2004, the area was zoned Light Business and Institutional.

#### C. County Plan.

The County Comprehensive Plan adopted in 2017 designates this area as "Mixed Use Non-Residential".

The 2010 City of Salisbury's Comprehensive Plan designates this area as Mixed Use.

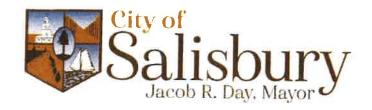
#### D. Zoning for Annexed Areas.

#### 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.

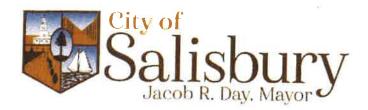
The information below summarizes the legal status of the plans currently in effect for Wicomico County and the City of Salisbury.

- 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. The Land Use Map of the City Plan designates this area as a "Mixed Use".
- The Wicomico County Comprehensive Plan The 2017 County Plan designates this area as "Mixed Use Non-Residential".

#### 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. In the past, the five-year rule could be applied whenever a proposed new zoning classification was substantially different from the use envisioned "in the current and duly adopted master plan." The reference to the master plan is now gone and the issue becomes the degree of 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 now defined as a density change. The five-year rule will not kick in for a density change unless the proposed zoning is more dense 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. As before, 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 sixmonth 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.

#### III. DEVELOPMENT SCENARIO.

#### A. Proposed Use.

The applicant is proposing an approximately 5,600 SF convenience store with gas pumps. (See Attachment #5)

#### IV. RECOMMENDATION

Staff recommends that the property be zoned Mixed Use Non-Residential, which is consistent with both the City and the County's Comprehensive Plans.

1	RESOLUTION NO. 2875
2 3	A RESOLUTION of the City of Salisbury proposing the annexation to
4 5	the City of Salisbury of certain area of land contiguous to and binding upon the southerly Corporate Limit of the City of
6	Salisbury to be known as the "John Deere Drive – Milford St.
7 8	Assoc. Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the southerly right-
9	of-way line of John Deere Drive, thence by and with the
10	northerly line of the said John Deere Drive containing all of Lot
11 12	11 and Lot 12, Block A.
13	WHEREAS the City of Salisbury has received a petition to annex dated March 15, 2018,
14	signed by at least twenty-five percent (25%) of the persons who are resident registered voters and
15	of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of
16	the real property in the area sought to be annexed binding upon the southerly Corporate Limit of
17	the City of Salisbury to be known as " John Deere Drive – Milford St. Assoc. Property Annexation"
18	beginning for the same at a point on the Corporate Limit, said point lying on the southerly right-of-
19	way line of John Deere Drive being all of Lot 11 and Lot 12, Block A; and
20	WHEREAS the City of Salisbury has caused to be made a certification of the signatures on
21	said petition for annexation and has verified that the persons signing the petition represent at least
22	twenty-five percent (25%) of the persons who are eligible voters and property owners owning
23	twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all
24	as of August 23, 2018, and, as will more particularly appear by the certification of Leslie C. Sherrill,
25	Surveyor, of the City of Salisbury, attached hereto; and
26	WHEREAS it appears that the petition dated March 15, 2018, meets all the
27	requirements of applicable law; and
28	WHEREAS the public hearing is scheduled for, 2020 at 6:00 p.m.
29	NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT
30	it is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so
31	as to annex to and include within the City all that parcel of land together with the persons residing

therein and their property, contiguous to and binding upon the Northerly Corporate Limit of the City of Salisbury beginning for the same at a point on the Corporate Limit, said point lying on the southerly right-of-way line of John Deere Drive, thence running around the perimeter of all of Lot 11 and Lot 12, Block A, 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 Mixed-Use Non-Residential District. Said property is presently classified as Light Business and Institutional District 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 the 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, 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.

57	The above Resolution was introduced, read and passed at the regular meeting of the Council				
58	of the City of Salisbury held on the	e day of 2020, having been duly published			
59	as required by law in the meantin	ne a public hearing was held on the day of,			
60	2019, and was finally passed by th	he Council at its regular meeting held on the day of			
61	, 2020.				
62					
63					
64	Kimberly R. Nichols,	John R. Heath,			
65	City Clerk	Council President			
66					
67					
68	APPROVED BY ME this day o	f, 2020.			
69					
70	(F)				
71	Jacob R. Day,				
72.	Mayor				

#### **Exhibit A**

#### Metes And Bounds Description

#### JOHN DEERE DRIVE - MILFORD ST. ASSOC. ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be known as "John Deere Drive - Milford St. Assoc. Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the southerly rightof-way line of John Deere Drive, X 1,222,176.61, Y 199,280.90; thence by and with the line of the said John Deere Drive North seventy-eight degrees twenty-seven minutes ten seconds East (N 78° 27' 10" E) eighty decimal zero, zero (80.00) feet to a point X 1,222,255.08, Y 199,296.93; thence by and with the westerly line of Lot 10, Block 'A', of "Tim-Mar Acres Business Park" South eleven degrees thirty-two minutes fifty seconds East (S 11° 32' 50" E) four hundred twentyseven decimal one, eight (427.18) feet to a point at the southwesterly corner of the said Lot 10 X 1,222,340.50 Y 198,878.39; thence by and with the southerly line of Lot 11 and Lot 12 of the said "Tim-Mar Acres Business Park" North eighty-three degrees fifty-five minutes forty-one seconds West (N 83° 55' 41" W) four hundred twenty-seven decimal seven, four (427.74) feet to a point on the aforesaid line of John Deere Drive X 1,221,915.16, Y 198,923.63; thence by and with the said line of John Deere Drive the following two courses: (1) North twenty-two degrees fifty-two minutes eleven seconds East (N 22° 52' 11" E) two hundred thirty-seven decimal two, six (237.26) feet to a point X 1,222,007.37, Y 199,142.23: (2) North fifty degrees forty minutes eighteen seconds East (N 50° 40' 18" E) two hundred eighteen decimal seven, nine (218.79) feet to the point of beginning and containing 2.550 acres, being Lot 11 and Lot 12, Block 'A', "Tim-Mar Acres Business Park". All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

#### Exhibit B

#### REPORT OF ANNEXATION PLAN

for the

# MILFORD STREET ASSOCIATES, INC. - JOHN DEERE DRIVE – ANNEXATION TO THE CITY OF SALISBURY

October 31, 2018

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

- At a work session on July 2, 2018, the Salisbury City Council reviewed the proposed annexation request.
- On July 19, 2018 the City of Salisbury / Wicomico County Planning Commission reviewed
  the proposed annexation and approved a favorable recommendation to the Salisbury City
  Council for the proposed zoning of the Property.
- At a Salisbury City Council work session on July 2, 2018, the City Council reviewed the draft annexation agreement and the draft version of this Annexation Plan and directed that an Annexation Resolution be drafted for review (text in italics is written prospectively).
- A City Council meeting held on \_\_\_\_\_\_ the Council formally reviewed this Annexation Plan and the Annexation Resolution and directed that a date for a public hearing be established. The Council further directed that the Annexation Plan be forwarded to the Maryland Department of Planning and the Wicomico County Council for comment within 30 days of the public hearing as provided for by State law.

#### 1.0

#### GENERAL INFORMATION AND DESCRIPTION

1.1 Petitioners

The petitioner is Milford Street Associates, Inc. a Maryland corporation whose principal address is 212 Downtown Plaza, Suite 305 in Salisbury, Maryland 21801.

1.2 Location

The Property's fronts John Deere Drive at its intersection with Hobbs Road; Tax Map 0039, Parcel 038, Lots 11 & 12.

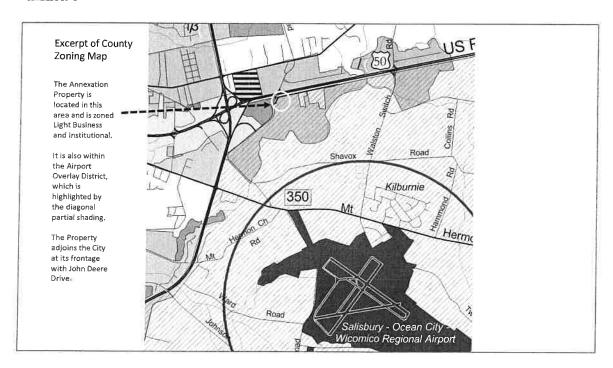
1.3 Property Description

The Property is comprised of two lots totaling 2.55 acres. It is undeveloped and vacant.

1.4 Existing Zoning

The Property is now zoned LB-1, Light Business and Institutional under the Wicomico County Code as shown on Exhibit 1, which is an excerpt from the Wicomico County Zoning Map. It is also within the Airport Overlay District. The Property's northern lot line adjoins the municipal limit at John Deere Drive.

#### Exhibit 1



#### 2.0 LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED

#### 2.1 Comprehensive Plan

The City of Salisbury adopted the current Comprehensive Plan in 2010. The Property is located within the City's Municipal Growth Area with a planned land use designation of "Mixed-Use Non-Residential".

The Comprehensive Plan's goal as it pertains to annexations is as follows: "To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City".

The annexation of the subject Property is consistent with the pattern of annexation along U.S. Route 50, most notably the U.S. Route 50 East / Moore Annexation which incorporated multiple properties between Hobbs Road and Walston Switch Road.

#### 2.2 Proposed Zoning

Upon annexation, the Property is proposed to be zoned Mixed Use Non-Residential under the City Zoning Ordinance. Per Section 17.46.010 of the City Zoning Ordinance, the purpose of the District is "to provide areas for well-designed, functional, and attractive development with indoor retail, office, services, and institutional uses."

The City of Salisbury – Wicomico County Department of Planning, Zoning and Community Development found that the proposed zoning is acceptable.

#### 2.3 Proposed Land Use

The petitioners are proposing that the Property be developed into a convenience store and with fuel pumps per the attached Concept Development Plan. Development would be governed by City zoning regulations pertaining to the proposed Mixed-Use Non-Residential District, as may be amended from time to time, or any successor zoning district which may be approved by the City in the future.

2	1	١
J	٠١	J

THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PARCEL

3.1 Roads

Access to the Property is provided via John Deere Drive, which is a service road running parallel to U.S. Route 50. The concept development plan proposes two access drives off of John Deere Drive.

3.2 Water and Wastewater

The Annexation Property is presently not connected to public water and sewer services. However, public water and sewer lines run along the property's frontage with John Deere Drive. The proposed use would create an anticipated usage of 1,008 gallons per day. Capacity exists to serve the proposed use and allocation decisions are made at time of development.

3.3 Schools

As a non-residential use, the Property would not generate pupil enrollment and have no impact of school capacity.

3.4 Parks and Rec.

As a non-residential use in this case, the Property would have no impact on park and recreational facilities or generate a demand for them.

3.5 Fire, E.M., and Rescue Services

The Salisbury Fire Department would provide fire suppression, technical rescue, special operations, and advanced life support (ALS-EMS) emergency medical treatment and transport services to the Property.

3.6 Police

The City of Salisbury Police Department would provide services to the Property.

3.7 Stormwater Management:

Stormwater management is governed by the Maryland Stormwater Management regulations administered locally.

3.8 Waste Collection

Commercial development in the City is served by independent waste haulers.

4.0

HOW DEVELOPMENT OF THE ANNEXED PARCEL WOULD RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.

The Property is located within the City's Municipal Growth Area and within the area designated "Urban Corridor" by Wicomico

County. A pattern of mixed commercial use has developed along John Deere Drive east of the Property. The commercial use immediately adjoining the Property's east side, at 31375 John Deere Drive, include a distribution facility of Holt Paper and Chemical Company. The commercial use adjoining the Property's south side, at 6465 Hobbs Road, is the Comcast Service Center. Perdue Stadium is located on the opposite side of Hobbs Road, and the petitioner proposes to install a crosswalk at the intersection John Deere Drive and Hobbs Road and a sidewalk which will connect this portion of the stadium site to the front door of the proposed convenience store. The site is vacant and cleared with no significant natural features or environmental constrains evident.

Exhibit A: Annexation Plat and Metes and Bounds

#### Exhibit C

#### ANNEXATION AGREEMENT

#### John Deere Drive - Milford Street Assoc. 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"), Milford Street Association (hereinafter, "the Owner") with the principal address at PO Box 282, Salisbury, Maryland 21803 and RED SALISBURY LLC (hereinafter, "the Contract Purchaser") with the principal address at 100 East Pennsylvania Avenue, Suite 210, Towson, MD 21286.

#### 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-1" attached hereto and made a part hereof; and

WHEREAS, the Owner desires to construct upon the Property a commercial development; 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 Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), 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 Article 23A, Section 19(b). 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-1", 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 Mixed Use Non-Residential as stated in the Annexation Resolution and described in the City Zoning Ordinance. The parties understand that the Owner's proposed use of the Property, as a convenience store.

#### 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-1.
- C. Contribution to Area Improvement: The Owner agrees that any site plan for the Property shall include the installation of a crosswalk over Hobbs Road and an asphalt or concrete walkway of at least 5 feet in width, from the crosswalk through the Hobbs Road right-of-way to the proposed commercial building on the Property as shown on Attachment B-1. The Owner shall also install at time of site development lighting to adequately support the crosswalk and the walkway.
- D. Re-investment in Existing Neighborhoods: The Owner agrees to pay a development assessment in the amount of \$18,500.00 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. The Owner will allow the easternmost driveway onto John Deere Drive to be shared with the owner of the adjacent lot (Parcel 38, Lot 10) if in the future it is determined by the State Highway Administration, through its regulation of highway access to Parcel 38, Lot 10, that a connection to this driveway is needed. The Owner will not be required to bear any of the construction costs to provide the connection including those associated with driveway or site reconstruction.
- F. Escalation of Development Assessments: The assessments set forth in paragraph D above is subject to adjustment to reflect inflation. Beginning January 1, 2020, 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. The Owner agrees to use its best efforts, in coordination with the City of Salisbury Department Infrastructure and Development and the Salisbury/Wicomico County Planning Commission to achieve as many LEED points as possible through the United States 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, where possible:

- 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 highefficiency 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. The Owner shall pay fees to the City of Salisbury for the costs associated with providing water and sewer service to the Property, when water and sewer service is requested by the Owner.

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 any inference or implication arising from the fact that it may have been drafted in whole or in party 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:** Julia Glanz, City Administrator

125 North Division Street Salisbury, Maryland 21801

WITH A COPY TO: Mark Tilghman, City Attorney

110 N. Division Street Salisbury, Maryland 21801

**IF TO THEOWNER:** Milford Street Associates, Inc.

150 West Market Street, Suite 200

Salisbury, Maryland 21081 Attention: O. Palmer Gillis

WITH A COPY TO:

IF TO THE CONTRACT PURCHASER: RED SALISBURY LLC

100 East Pennsylvania Ave, Suite 210

Towson, Maryland 21286

Attention: David M. Schlachman

WITH A COPY TO: Polakoff Sefret LLC

1777 Reisterstown Road, Suite 375

Baltimore, Maryland 21208

Attention: Shawn J. Sefret, Esquire

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

WITNESS/ATTEST:			THE CITY OF SALSIBURY, MARYLAND
		D	
<del>:</del> -	<del></del>	Ву:	· · · · · · · · · · · · · · · · · · ·
WITNESS/ATTEST:			OWNER:
			MILFORD STREET ASSOC.
		Ву:	
WITNESS/ATTEST:			CONTRACT PURCHASER:
			RED SALISBURY LLC
	<del></del>	By:	
APPROVED AS TO FORM:			
	City Attorney		

STATE OF MARYLAND		
COUNTY OF, to	wit:	
I HEREBY CERTIFY, that Notary Public in and for the State satisfactorily proven to be the pers acknowledged himself to be a duly elethe State of Maryland, and that said instrument for the purposes therein a such official.	on whose name is subscribed to ected official of the City of Salisbu official, being duly authorized so	the within instrument, who bry, a municipal corporation of to do, executed the foregoing
WITNESS my hand and nota	rial seal.	
		(SEAL)
	Notary Public	
My Commission Expires:		
Notary Public in and for the State a satisfactorily proven to be the pers acknowledged himself to be the State of Maryland, and that, being du the purposes therein contained, by sig	on whose name is subscribed to  of Milford Street Associatly authorized so to do, he executed ming the name of the corporation as	Palmer Gillis, who has been the within instrument, who ates, Inc., a corporation of the d the foregoing instrument for
WITNESS my hand and nota	rial seal.	
	Notary Public	(SEAL)
My Commission Expires:		
I HEREBY CERTIFY, that Notary Public in and for the State as been satisfactorily proven to be the packnowledged himself to be the Man State of Maryland, and that, being dut the purposes therein contained, by sig	person whose name is subscribed to aging Member of RED SALISBUI ly authorized so to do, he executed	to the within instrument, who RY LLC, a corporation of the d the foregoing instrument for
WITNESS my hand and nota	rial seal.	
	Notary Public	(SEAL)
My Commission Expires:		

I HEREBY CERTIFY supervision of an attorney duly adr					•		the
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			_, Ci	ty Attorne	y		

#### **RESOLUTION NO. 2876** 1 2 3 A RESOLUTION of the City of Salisbury to adopt an annexation plan for a certain area of land contiguous to and binding upon the 4 Southerly Corporate Limit of the City of Salisbury, to be known as the 5 "John Deere - Milford St. Assoc. Property Annexation" beginning for 6 7 the same at a point on the Corporate Limit, said point lying on the southerly right-of-way line of John Deere Drive, thence by and with 8 the northerly line of the said John Deere Drive being all of Lot 11 and 9 10 Lot 12. Block A. 11 WHEREAS the City of Salisbury is considering the annexation of a parcel of land contiguous 12 to and binding upon the southerly Corporate Limit of the City of Salisbury beginning for the same at 13 a point on the Corporate Limit, said point lying on the southerly right-of-way line of John Deere Drive, being all of Lot 11 and Lot 12, Block A, and being more particularly described on Exhibit "A" 14 15 attached hereto and made a part hereof; and 16 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 17 WHEREAS the public hearing is scheduled for \_\_\_\_\_\_ 2020, at 6:00p.m. 18 19 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT an annexation plan for the "John Deere Drive - Milford St. Assoc. Property Annexation," as set forth 20 in Exhibit "B" attached hereto and made a part hereof, is adopted for that area of land located and 21 22 binding upon the southerly Corporate Limit of the City of Salisbury beginning for the same at a 23 point on the Corporate Limit, said point lying on the southerly right-of-way line of John Deere Drive; said parcel being contiguous to and binding upon the corporate limit of the City of Salisbury. 24 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the Council hold a 25 26 the Council Chambers at the City-County Office Building and the City Administrator shall cause a 27 28 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

29

30	notice shall specify a time and place at which the Council of the City of Salisbury will hold a public
31	hearing on the Resolution.
32	The above Resolution was introduced and read and passed at the regular meeting of the
33	Council of the City of Salisbury held on the day of, 2020, having been duly
34	published as required by law in the meantime a public hearing was held on,
35	2019, and was finally passed by the Council at its regular meeting held on the day of
36	, 2020.
37	
38 39 40 41	Kimberly R. Nichols, City Clerk  John R. Heath, Council President
42	APPROVED BY ME this day of
43 44 45 46	Jacob R. Day, Mayor

#### REPORT OF ANNEXATION PLAN

for the

## MILFORD STREET ASSOCIATES, INC. - JOHN DEERE DRIVE – ANNEXATION TO THE CITY OF SALISBURY

October 31, 2018

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

- At a work session on July 2, 2018, the Salisbury City Council reviewed the proposed annexation request.
- On July 19, 2018 the City of Salisbury / Wicomico County Planning Commission reviewed the proposed annexation and approved a favorable recommendation to the Salisbury City Council for the proposed zoning of the Property.
- At a Salisbury City Council work session on July 2, 2018, the City Council reviewed the draft annexation agreement and the draft version of this Annexation Plan and directed that an Annexation Resolution be drafted for review (text in italics is written prospectively).
- A City Council meeting held on \_\_\_\_\_\_ the Council formally reviewed this Annexation Plan and the Annexation Resolution and directed that a date for a public hearing be established. The Council further directed that the Annexation Plan be forwarded to the Maryland Department of Planning and the Wicomico County Council for comment within 30 days of the public hearing as provided for by State law.

#### 1.0

#### GENERAL INFORMATION AND DESCRIPTION

1.1 Petitioners

The petitioner is Milford Street Associates, Inc. a Maryland corporation whose principal address is 212 Downtown Plaza, Suite 305 in Salisbury, Maryland 21801.

1.2 Location

The Property's fronts John Deere Drive at its intersection with Hobbs Road; Tax Map 0039, Parcel 038, Lots 11 & 12.

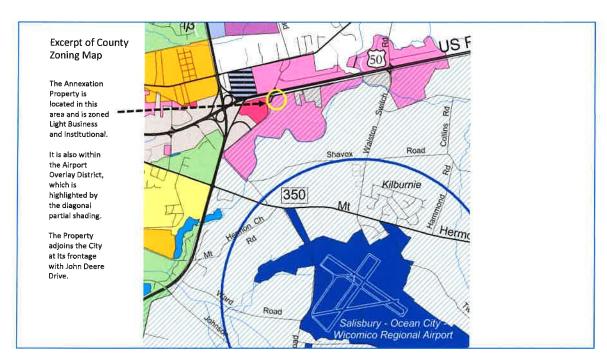
1.3 Property Description

The Property is comprised of two lots totaling 2.55 acres. It is undeveloped and vacant.

1.4 Existing Zoning

The Property is now zoned LB-1, Light Business and Institutional under the Wicomico County Code as shown on Exhibit 1, which is an excerpt from the Wicomico County Zoning Map. It is also within the Airport Overlay District. The Property's northern lot line adjoins the municipal limit at John Deere Drive.

Exhibit 1



#### LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED

#### 2.1 Comprehensive Plan

2.0

The City of Salisbury adopted the current Comprehensive Plan in 2010. The Property is located within the City's Municipal Growth Area with a planned land use designation of "Mixed-Use Non-Residential".

The Comprehensive Plan's goal as it pertains to annexations is as follows: "To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City".

The annexation of the subject Property is consistent with the pattern of annexation along U.S. Route 50, most notably the U.S. Route 50 East / Moore Annexation which incorporated multiple properties between Hobbs Road and Walston Switch Road.

#### 2.2 Proposed Zoning

Upon annexation, the Property is proposed to be zoned Mixed Use Non-Residential under the City Zoning Ordinance. Per Section 17.46.010 of the City Zoning Ordinance, the purpose of the District is "to provide areas for well-designed, functional, and attractive development with indoor retail, office, services, and institutional uses."

The City of Salisbury – Wicomico County Department of Planning, Zoning and Community Development found that the proposed zoning is acceptable.

#### 2.3 Proposed Land Use

The petitioners are proposing that the Property be developed into a convenience store and with fuel pumps per the attached Concept Development Plan. Development would be governed by City zoning regulations pertaining to the proposed Mixed-Use Non-Residential District, as may be amended from time to time, or any successor zoning district which may be approved by the City in the future.

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THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PARCEL

3.1 Roads

Access to the Property is provided via John Deere Drive, which is a service road running parallel to U.S. Route 50. The concept development plan proposes two access drives off of John Deere Drive.

3.2 Water and Wastewater

The Annexation Property is presently not connected to public water and sewer services. However, public water and sewer lines run along the property's frontage with John Deere Drive. The proposed use would create an anticipated usage of 1,008 gallons per day. Capacity exists to serve the proposed use and allocation decisions are made at time of development.

3.3 Schools

As a non-residential use, the Property would not generate pupil enrollment and have no impact of school capacity.

3.4 Parks and Rec.

As a non-residential use in this case, the Property would have no impact on park and recreational facilities or generate a demand for them.

3.5 Fire, E.M., and Rescue Services

The Salisbury Fire Department would provide fire suppression, technical rescue, special operations, and advanced life support (ALS-EMS) emergency medical treatment and transport services to the Property.

3.6 Police

The City of Salisbury Police Department would provide services to the Property.

3.7 Stormwater Management:

Stormwater management is governed by the Maryland Stormwater Management regulations administered locally.

3.8 Waste Collection

Commercial development in the City is served by independent waste haulers.

4.0

HOW DEVELOPMENT OF THE ANNEXED PARCEL WOULD RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.

The Property is located within the City's Municipal Growth Area and within the area designated "Urban Corridor" by Wicomico

County. A pattern of mixed commercial use has developed along John Deere Drive east of the Property. The commercial use immediately adjoining the Property's east side, at 31375 John Deere Drive, include a distribution facility of Holt Paper and Chemical Company. The commercial use adjoining the Property's south side, at 6465 Hobbs Road, is the Comcast Service Center. Perdue Stadium is located on the opposite side of Hobbs Road, and the petitioner proposes to install a crosswalk at the intersection John Deere Drive and Hobbs Road and a sidewalk which will connect this portion of the stadium site to the front door of the proposed convenience store. The site is vacant and cleared with no significant natural features or environmental constrains evident.

Exhibit A: Annexation Plat and Metes and Bounds

#### **Exhibit A**

#### Metes And Bounds Description

#### JOHN DEERE DRIVE - MILFORD ST. ASSOC. ANNEXATION

A CERTAIN AREA OF LAND contiguous to and binding upon the southerly Corporate Limit of the City of Salisbury to be known as "John Deere Drive - Milford St. Assoc. Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the southerly rightof-way line of John Deere Drive, X 1,222,176.61, Y 199,280.90; thence by and with the line of the said John Deere Drive North seventy-eight degrees twenty-seven minutes ten seconds East (N 78° 27' 10" E) eighty decimal zero, zero (80.00) feet to a point X 1,222,255.08, Y 199,296.93; thence by and with the westerly line of Lot 10, Block 'A', of "Tim-Mar Acres Business Park" South eleven degrees thirty-two minutes fifty seconds East (S 11° 32' 50" E) four hundred twentyseven decimal one, eight (427.18) feet to a point at the southwesterly corner of the said Lot 10 X 1,222,340.50 Y 198,878.39; thence by and with the southerly line of Lot 11 and Lot 12 of the said "Tim-Mar Acres Business Park" North eighty-three degrees fifty-five minutes forty-one seconds West (N 83° 55' 41" W) four hundred twenty-seven decimal seven, four (427.74) feet to a point on the aforesaid line of John Deere Drive X 1,221,915.16, Y 198,923.63; thence by and with the said line of John Deere Drive the following two courses: (1) North twenty-two degrees fifty-two minutes eleven seconds East (N 22° 52' 11" E) two hundred thirty-seven decimal two, six (237.26) feet to a point X 1,222,007.37, Y 199,142.23: (2) North fifty degrees forty minutes eighteen seconds East (N 50° 40' 18" E) two hundred eighteen decimal seven, nine (218.79) feet to the point of beginning and containing 2.550 acres, being Lot 11 and Lot 12, Block 'A', "Tim-Mar Acres Business Park". All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

**Exhibit A Annexation Survey** 

# INTER MEMO

#### **OFFICE**

## Office of the Business Development

To: City Council From: Laura Soper

**Subject:** Mobile Vendor Legislation Changes

**Date:** March 11, 2020

Included in the packet are some proposed changes to our Mobile Vendor & Transient Merchant legislation. Back in January, our Department met with City Administration about the Mobile Vendor licensing process and ways that we could streamline it and make it easier for the applicants. Edits were made to clarify certain parts of the legislation were there had been numerous questions and the process is being simplified for new or returning applicants.

Some of the proposed changes/modifications include:

- Clarifying that Mobile Vendors & Transient Merchants do not need a license to operate during local festivals or City-endorsed events
- Having the Surety Bond requirement run concurrently with the license period. The Surety
  Bond was previously required to run a year beyond the expiration of the license, which was
  difficult for many of our applicants to obtain from their insurance companies.
- Changing the new application fee to a flat \$100, instead of \$50 plus \$40 for each person working on behalf of the business. We will still run background checks on the owners of the business, but we will no longer be performing background checks on the employees of the business. We will shift the duty of performing background checks on to the business owners and will add a disclaimer to the Application stating that they are responsible for ensuring all their hires are compliant with all City legislation
- Renewal applications will be \$50 and will be considered as such if there are no substantial changes in ownership or a lapse of active licensure for over a year.

cc: Mayor Day Julia Glanz Kim Nichols

Attachments

1 ORDINANCE NO. 2 AN ORDINANCE OF THE CITY OF SALISBURY AMENDING CHAPTER 5.32, TRANSIENT MERCHANTS AND MOBILE VENDORS. TO REMOVE THE TERMS HAWKERS AND 3 4 PEDDLERS, AND TO UPDATE THE LICENSING PROCESS. 5 6 WHEREAS, Chapter 5.32 - Transient Merchants and Mobile Vendors contains procedures for 7 obtaining and renewing licenses to engage in the activities of a mobile vendor or transient merchant 8 within the City; and 9 10 WHEREAS, the City desires to update and streamline the licensing procedures; and WHEREAS, the Office of the Business Development recommends approval of the proposed code 11 12 changes. 13 NOW, THEREFORE, be it enacted and ordained by the Council of the City of Salisbury, Maryland, that Chapter 5.32 Transient Merchants and Mobile Vendors of the Salisbury Municipal Code is 14 15 hereby amended as follows: 16 17 Chapter 5.32 TRANSIENT MERCHANTS AND MOBILE VENDORS 18 19 5.32.010 - Definitions. 20 For the purposes of this chapter, unless the context requires otherwise, the following words and 21 22 phrases have the meanings given by this section: 23 24 "Business Development Director" means the Director of Business Development, or his or her 25 designee. 26 27 "Mobile Vendor" means any person, whether or not a city resident, who engages in the activities 28 of hawking or peddling of food, services or merchandise from a mobile vehicle, van, wagon, cart, boat, 29 tent or other movable structure. 30 "Mobile Vending" means the act of offering for sale and delivery of goods, wares or 31 32 merchandise, including, but not limited to, magazines, books, periodicals, food and personal property of every nature on the public streets or in any other public place; including offering any of the 33 abovementioned items for sale and delivery from any type of wagon, vehicle, boat, tent or other movable 34 35 structure. 36 37 "Person" means any person, firm, partnership, association, corporation, company or organization 38 of any kind. 39 40 "Temporary business" means any commercial activity that is not intended to be permanent or ongoing for a minimum of one year. 41 42 "Transient merchant" means any person who, whether or not a resident of the city, engages in a 43 44 temporary business of selling or offering for sale goods, wares or merchandise, or who displays samples, 45 models, goods, wares or merchandise for the purpose of taking orders for future delivery, within the city 46 from any hotel or motel room, inn, rooming or boarding house, club, storehouse, house or other building,

either residential or commercial in nature, that is not owned or leased for a period to exceed ninety (90) days, by the person who engages in such activities.

5.32.040 - Exemptions from licensing requirements.

Any person engaged in the following is exempt from the licensing requirements upon compliance with all other provisions of this chapter and submission of applicable identification and documentation to support the claim to exemption:

H. Selling or offering for sale any goods, wares or merchandise from any booth in a bona fide fair, *festival*, exposition, antique, collectible or trade show, *or City-endorsed event*.

5.32.050 - License application.

Any person wishing to be a mobile vendor or transient merchant shall file an application for a license with the Business Development Director, giving the following information:

G. A description of the vehicle(s), if any, that is to will be used in connection with licensed activities, including the state license tag and number and the vehicle identification number for each vehicle;

5.32.060 - Surety bond required.

Every mobile vendor or transient merchant shall file with the Business Development Director a surety bond, running to the city, in the amount of one thousand dollars (\$1,000.00), with a surety qualified to do business in the state and acceptable to and approved by the city and with conditions that the hawkers, peddlers mobile vendor or transient merchant comply fully with all of the provisions of the laws and ordinances of the city and such statutes of the state regulating and concerning the business of mobile vendors and transient merchants. Such bond shall continue in effect for one year, running concurrently with the license expiration date.

5.32.070 - License fee.

A nonrefundable fee of <u>one hundred fifty</u> dollars (\$10050.00) shall be paid to the Business Development Director when <u>a new</u>the application is filed.

5.32.075 - Investigation feeRenewal Fee.

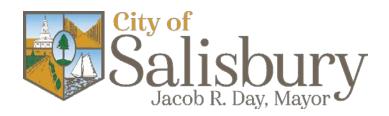
A non-refundable fee of forty<u>fifty</u> dollars (\$40<u>50</u>.00) per individual for each background check shall be paid to the Director of Business Development when the application is filed. This fee shall apply to the applicant and any individuals listed in the application. This section shall apply when an initial application or an application for renewal is filed, for any background check investigation required in conjunction with an application. shall be paid to the Business Development Director when a renewal application is filed.

5.32.090 - Duration, exhibition and surrender of license.

- A. A license issued under this chapter shall be good for one year from the date of issuance, unless earlier suspended or revoked as provided in this chapter.
- B. In the case of a transient merchant, a license issued under this chapter shall be of a duration as set by the elerk Business Development Director after reviewing the

application and intended business of the transient merchant; however, no license issued to 97 a transient merchant shall be for a duration of more than ninety (90) days. 98 99 C. Every mobile vendor or transient merchant shall carry his or her license at any time he or 100 she is engaged as a hawker, peddler, mobile vendor or transient merchant. Additionally, 101 he or she shall show his or her license to anyone who shall demand to see the same while 102 he or she is so engaged. If a license is issued to a firm, partnership, association, 103 104 corporation, company or organization, the original license shall be carried by the owner or supervisor and a copy of the license shall be carried by each agent engaged as a mobile 105 vendor or transient merchant under such license. 106 107 D. Any license issued under the provisions of this chapter shall be surrendered to the 108 Business Development Director upon expiration, suspension or revocation. 109 110 5.32.100 - Renewal of license. 111 112 The holder of any license issued under this chapter who desires a new license to be effective on 113 the expiration of the existing license shall, not less than thirty (30) nor more than sixty (60) days before 114 115 the expiration of the existing license, file either an application for renewal with the elerkBusiness 116 Development Director, or confirm in writing that the information on the expiring application remains the same information set forth in Section 5.32.050. The fee shall be as set in Section 5.32.070075. The 117 118 provisions for approving or disapproving of an application, or written request for renewal, as set forth in 119 Section 5.32.080 shall apply. Any substantial changes in ownership or the lapse of an active license shall require a New Application License Fee as set forth in Section 5.32.070. 120 121 5.32.130 - Prohibited areas. 122 123 124 No mobile vending (regardless of whether such transient merchant or mobile vendor is exempt from the licensing requirements of this chapter) shall engage in the activities of mobile vending in the city 125 126 park or any roads or walkways adjacent to or through the city park, or any other place as determined by the mayor and council by resolution of the council from time to time for the protection of the health, 127 safety and welfare of the citizens of the city, except the mayor may grant exemptions as part of a festival, 128 firemen's muster, City-endorsed event, or other bona fide activity within the city park, or by special 129 130 permission. 131 132 AND BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF 133 134 SALISBURY that the changes set forth in this Ordinance shall take effect from and after the day of its 135 final passage. THE ABOVE ORDINANCE was introduced at a meeting of the Council of the City of Salisbury on the 136 , 2020, and having been published as required by law in the meantime, was 137 finally passed at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020. 138 ATTEST: 139 140 Kimberly R. Nichols, City Clerk John R. Heath, President 141 142 Salisbury City Council 143

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146	APPROVED BY ME THIS day of	, 2020
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150	Jacob R. Day, Mayor	
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To: City Council From: Jennifer Miller

**Director of Procurement** 

**Date**: March 16, 2020

**Subject**: RFP 15-17 Disposition & Development of Lot 16 and Salisbury Green

Please find attached a Resolution and the Fourth Amendment to Disposition Contract, authorizing transfer of ownership of Lot 3 ("Salisbury Green") from R. Miller Properties to Davis Strategic Holdings (DSD), LLC. This amendment details the changes to the development plan which consolidates Lot 3 and Lot 16 (previously purchased by DSD) into one development parcel and updates the development timelines.

1	RESOLUTION NO
2 3 4 5 6 7 8 9 10 11	A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, FOR THE PURPOSE OF APPROVING THE FOURTH AMENDMENT TO DISPOSITION CONTRACT FOR THE SALE OF PROPERTY KNOWN AS PARKING LOT #16 AND THE SALISBURY GREEN, APPROVING THE SALES CONTRACT BETWEEN DAVIS SIMPSON HOLDINGS, LLC AND R. MILLER PROPERTIES, LLC FOR THE SALE OF THE SALISBURY GREEN, TO CONSOLIDATE THE TWO LOTS AND TO ADJUST THE DEADLINES FOR THE REDEVELOPMENT OF THE LOTS.
12 13 14	WHEREAS, the Mayor and City Council previously approved the surplus, sale and redevelopment of City Parking Lot #16 and the Salisbury Green in Resolutions 2848 and 2849; and
15 16 17	WHEREAS, City Parking Lot $\#16$ was sold to Davis Simpson Holdings, LLC and a Disposition Contract was executed on June $26$ , $2018$ ; and
18 19 20 21	WHEREAS, the Third Amendment to the Disposition Contract signed in June 2019 assigning the Buyer's interest to BKR Holdings, LLC, and BKR Holdings, LLC is now known as Davis Strategic Development, LLC; and
22 23 24	WHEREAS, the Salisbury Green was sold to R. Miller Properties, LLC and a Disposition Contract was executed on August 7, 2018; and
25 26 27 28	WHEREAS, the deeds and disposition contracts for both properties required the property to be developed as described in the individual Disposition Contracts, or the properties would revert to City ownership; and
29 30 31 32	WHEREAS, the City has determined that it is in the best interest of the citizens of the City to approve the sale of the Salisbury Green by R. Miller Properties, LLC to the owner of Lot #16, Davis Strategic Development, LLC; and
33 34 35 36 37	WHEREAS, the sale of the property requires an amendment to the Disposition Contract to be agreed upon and executed between Davis Strategic Development, LLC and the City of Salisbury for the redevelopment of Lot #16 and the Salisbury Green with terms acceptable to the City on or before April 15, 2020, as finally approved by the City Solicitor.
38 39 40 41 42	NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Salisbury, in regular session on the day of, 2020, that the City consents to the sale of the Salisbury Green property to Davis Strategic Development, LLC on the condition that the parties, on or before April 15, 2020, negotiate and execute an amendment to the Disposition Contract, similar to the one attached herewith, with such terms and conditions as may be approved by the City Solicitor.
43 44 45 46 47 48	BE IT FURTHER ENACTED AND RESOLVED that this Resolution does not create an amendment to the Disposition Contract, that the consent and approval shall be conditional upon the successful execution of an amendment to the Disposition Contract, and that the Mayor is hereby authorized to execute the said amendment to Disposition Contract.
49	AND BE IT FURTHER ENACTED AND RESOLVED that this Resolution will take effect from

and after its passage.

THE ABOVE RESOLUTION was i	introduced and read and passed at the regular meeting of the
Council of the City of Salisbury held on this	s day of, 2020 and is to become effect
immediately upon adoption.	
• • •	
ATTEST:	
Kimberly R. Nichols	John R. Heath
CITY CLERK	PRESIDENT, City Council
	•
APPROVED by me this day of	, 2020.
•	
Jacob R. Day	
MAYOR, City of Salisbury	

#### FOURTH AMENDMENT TO DISPOSITION CONTRACT

THIS FOUR	RTH AMENDMENT	TO DISPOSIT	TION CONTRAC	T (this "Ame	ndment")
is made this o	day of	, 2020 (the	"Effective Date")	by and betw	een THE
CITY OF SALISB	URY, MARYLAND	, a municipal	corporation (the	"Seller") and	l DAVIS
STRATEGIC DEV	ELOPMENT, LLC (p	reviously know	wn as BKR HOLI	DINGS, LLC,	assignee
of DAVIS SIMPSO	ON HOLDINGS, LLC	), a Maryland	limited liability c	ompany (the '	' <u>Buyer</u> "),
(Seller and Buyer ar	re hereinafter referred	to collectively	as the "Parties").		-

#### **RECITALS**

WHEREAS, the City and Davis Simpson Holdings, LLC ("Davis Simpson Holdings") entered into a Disposition Contract (the "Original Lot 16 Contract"), dated June 26, 2018, pursuant to which the City agreed to sell unto Davis Simpson Holdings, and Davis Simpson Holdings agreed to purchase from the City, in accordance with the terms and conditions set forth therein, all that certain lot or parcel of land situate, lying and being in the City of Salisbury, in Parsons Election District, Wicomico County, Maryland, on the Southerly side of and binding upon East Market Street and on the Northerly side of the Riverwalk sidewalk retained by the City of Salisbury, said southerly side of said Riverwalk sidewalk binding upon the East prong of the Wicomico River and shown as Lot 2A on a Plat entitled, "Lands of City of Salisbury", prepared by Becker Morgan Group, dated March 6, 2019 (Project No.: 2015030.01) and recorded among the Land Records of Wicomico County, Maryland in Plat Cabinet No. 17, Folio 185, being a part of the same property conveyed to the City of Salisbury from Larmar Corporation by Deed dated March 3, 1978 and recorded among the Land Records of Wicomico County, Maryland, in Liber A.J.S. 894, folio 52, and further being part of the property designated and distinguished as Lot 2 on a plat entitled, "Resubdivision Lands of The City of Salisbury", prepared by Leslie S. Sherrill, dated June 23, 2017 and recorded among the aforesaid Land Records in Plat Cabinet M.S.B. 17, Folio 107 (said real property is hereinafter referred to as "Lot **16**");

WHEREAS, the City and Davis Simpson Holdings amended the Original Lot 16 Contract by that certain First Amendment to Disposition Contract (the "**First Amendment to Lot 16 Contract**"), dated October 12, 2018, which said First Amendment to Lot 16 Contract extended the date of "Initial Settlement" set forth in the Original Lot 16 Contract from July 30, 2018 to November, 30, 2018;

WHEREAS, the City and Davis Simpson Holdings further amended the Original Lot 16 Contract, as amended by the First Amendment to Lot 16 Contract, by that certain Second Amendment to Lot 16 Contract (the "Second Amendment to Lot 16 Contract"), dated January 16, 2019, which said Second Amendment to Lot 16 Contract extended the "Approval Dates" (as defined in the Second Amendment to Lot 16 Contract) contained in the Original Lot 16 Contract;

WHEREAS, the City and Davis Simpson Holdings further amended the Original Lot 16 Contract, as amended by the First Amendment to Lot 16 Contract and the Second Amendment to Lot 16 Contract, by that certain Third Amendment to Lot 16 Contract (the "**Third Amendment to Lot 16 Contract**"), dated June 11, 2019, which said Third Amendment to Lot 16 Contract

assigned any and all of Davis Simpson Holdings' right, title and interest in and to the Original Lot 16 Contract, as amended by the First Amendment to Lot 16 Contract and the Second Amendment to Lot 16 Contract, as buyer of Lot 16 thereunder unto BKR Holdings, LLC (n/k/a Davis Strategic Development, LLC (i.e. "DSD")) and further amended the Original Lot 16 Contract (as amended by the First Amendment to Lot 16 Contract and Second Amended to Lot 16 Contract) as more particularly set forth therein (the Original Lot 16 Contract, the First Amendment to Lot 16 Contract, the Second Amendment to Lot 16 Contract and the Third Amendment to Lot 16 Contract are hereinafter referred to collectively as the "Lot 16 Disposition Contract");

WHEREAS, Initial Settlement (as defined in the Lot 16 Disposition Contract) on the City's conveyance of Lot 16 to DSD occurred on June 17, 2019;

WHEREAS, the City entered into a Disposition Contract (the "Lot 3 Disposition Contract"), dated August 7, 2018, with R. Miller Properties, LLC ("RMP"), pursuant to which the City agreed to sell unto RMP, and RMP agreed to purchase from the City, in accordance with the terms and conditions set forth therein, all that certain lot or parcel of land containing 14,027.41 square feet, more or less, being situate and lying on the southerly side of East Market Street and binding upon the northerly side of the East Prong of the Wicomico River in the City of Salisbury, Wicomico County, Maryland, and more particularly shown as "Lot 3 M. 107 P. 901" on that certain plat entitled "RESUBDIVISION LANDS OF CITY OF SALISBURY, MD MAP 107, PARCELS 884, 901, 902 & 904 (KNOWN AS "SALISBURY GREENS" AND "PARKING LOT 16")", prepared by the City of Salisbury Department of Public Works, said plat being recorded in Liber M.S.B. No. 17, Folio 107, being all that same parcel of real property having a premises address of 200 East Market Street, Salisbury, Maryland 21801, and further being all that same real property identified in the Maryland Department of Assessment and Taxation Records as Map 0107, Parcel 0901 (Maryland Tax ID# 05-057825) (said real property is hereinafter referred to as "Lot 3");

WHEREAS, by Deed dated November 29, 2018 and recorded among the Land Records of Wicomico County, Maryland, in Liber 4409, Folio 109, the City conveyed unto RMP all that real property defined herein as Lot 3 subject to the terms and conditions set forth in the Lot 3 Disposition Contract;

WHEREAS, DSD and RMP entered into a Commercial Sales Contract (the "Lot 3 Contract of Sale"), dated September 23, 2019, pursuant to which RMP agreed to sell unto DSD, and DSD agreed to purchase from RMP, all that certain real property defined herein as Lot 3, subject to the terms and conditions set forth in the Lot 3 Contract of Sale;

WHEREAS, pursuant to the terms and conditions set forth in Section 10 of the Lot 3 Contract of Sale, DSD and RMP entered into an Assignment of Development Documents (the "Assignment"), dated September 23, 2019;

WHEREAS, as provided in Section 6 of the Assignment, DSD and RMP expressly acknowledged and agreed that DSD's obligation to purchase Lot 3 from RMP under the Lot 3 Contract of Sale, and, therefore, DSD's obligations under the Assignment, is expressly

conditioned upon DSD entering into a Disposition Contract with the City for DSD's use and development of Lot 3 as agreed to by DSD;

WHEREAS, as contemplated by the terms set forth in Section 6 of the Assignment, DSD, on or about October 22, 2019, submitted a "Request for Amendment to Disposition Contracts for Lots 3 & Lots 16" (the "Request") to the City, whereby DSD requested the City's consent to certain modifications of the Lot 16 Disposition Contract and the Lot 3 Disposition Contract, and suggested terms for DSD's development of the combined Lot 3 and Lot 16 properties (hereinafter referred to as the "Consolidated Lot");

WHEREAS, the City wishes to revise certain terms and conditions contained in the Lot 16 Disposition Contract and the Lot 3 Disposition Contract to enable the development of the Consolidated Lot;

WHEREAS, the Disposition Contracts prohibit transfer of any interest in the property until construction is completed;

WHEREAS, the Disposition Contract dated June 26, 2018, Paragraphs 12.C. through 12.G., specify dates for the Preliminary Site Plan Approval, Final Site Plan Approval/Stormwater Approval, Building Permit, Construction Commencement and Certificate of Occupancy, respectively (the "Approval Dates"), and the Third Amendment to Disposition Contract dated June 11, 2019 amended those dates, and those dates have, in some cases, already passed as of the this amendment; and

WHEREAS, Buyer and Seller now desire to again amend the Disposition Contract dated June 26, 2018 as more particularly described below.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereby agree that the Original Lot 16 Disposition Contract, as previously amended, is hereby amended as follows:

#### 1. Conveyance of 200 E. Market Street property.

The City consents to the sale and transfer of the property previously conveyed to R. Miller Properties pursuant to the Disposition Contract dated August 7, 2018, to Davis Strategic Development, LLC subject the following conditions: the City shall join in said deed to release its legal rights with regard to R. Miller Properties and to establish the City's rights with regard to possession and use of both Lots 3 and 16 prior to final settlement, the City's entitlement to the covenants required by this amended Disposition Contract and the City's rights of reversion of both Lots 3 and 16 before and after final settlement should Buyer fail to meet its obligations under this amended Disposition Contract. Upon the sale and transfer of Lot 3 (the Miller property), Lot 3 shall be consolidated with Buyer's previously acquired adjacent parcel (Lot 16) and shall be subject to the provisions of the

Original Lot 16 Disposition Contract dated June 26, 2018 and all of its amendments as if originally conveyed to Davis Strategic Development, LLC.

#### 2. DSD's Development of Lot 16 and Lot 3.

Upon the consolidation of Lot 16 and Lot 3 into one (1) parcel of land (the "Consolidated Lot") under paragraph 1. of this Amendment, DSD hereby covenants that it shall develop the Consolidated Lot in accordance with the Development Proposal, dated July 6, 2017 (the "Development Proposal"), submitted by DSD and accepted the City, subject to the following modifications:

- a. The four (4) story mixed-used building DSD had planned for development on Lot 16, as set forth in the Development Proposal, shall be developed upon the Consolidated Lot (Lot 16 and Lot 3);
- b. The number of apartment units within the four (4) story mixed-used building planned for development by DSD, under the Development Proposal, shall be increased from thirty-seven (37) apartments to forty-seven (47) apartment units; and.
- c. The four (4) story mixed-used building planned for development by DSD on the Consolidated Lot shall provide for a restaurant with 2,000 square feet of interior floor space, provide designated outdoor seating area(s) and contain roll-up doors for inside and outside seating that presents a beer-garden design aesthetic.

#### 3. Resubdivision of Property.

- a. Buyer shall deliver to the City a Resubdivision Plat consolidating the parcels into one parcel of land.
- b. Buyer shall bear all costs of the resubdivision and comply with all City of Salisbury standards and specifications, as directed by the City of Salisbury Director of Infrastructure and Development.
- c. Buyer shall obtain approval of the Resubdivision Plat prior to submitting the Preliminary Site Plan as described in paragraph 12.C. of the Original Lot 16 Disposition Contract.

#### 4. Approval Dates.

- a. Paragraph 12.C. <u>Preliminary Site Plan Approval</u>. The date September 21, 2019 shall be deleted and the date July 1, 2020 shall be inserted in lieu thereof.
- b. Paragraph 12.D. <u>Final Site Plan Approval/Stormwater Approval</u>. The date of February 15, 2020 shall be deleted and the date January 1, 2021 shall be inserted in lieu thereof.
- c. Paragraph 12.E. <u>Building Permit</u>. The date May 1, 2020 shall be deleted and the date March 16, 2021 shall be inserted in lieu thereof.
- d. Paragraph 12.F. <u>Construction Commence</u>. The date June 1, 2020 shall be deleted and the date April 16, 2021 shall be inserted in lieu thereof.

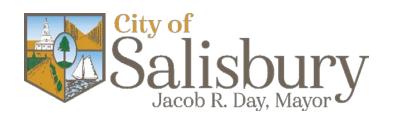
- e. Paragraph 12.G. <u>Certificate of Occupancy Completion</u>. The date June 1, 2021 shall be deleted and the date April 16, 2022 shall be inserted in lieu thereof.
- 5. The parties acknowledge and agree that the Buyer identified in the Original Lot 16 Disposition Contract dated June 26, 2018, Davis Simpson Holdings, LLC, which was permitted to assign to BKR Holdings, LLC pursuant to the Third Amendment to the Disposition Contract, now known as Davis Strategic Development, LLC is the Buyer under this amended Disposition Contract; both the assignee and the original Buyer, Davis Simpson Holding, LLC, shall remain obligated to fulfill all of Buyers' obligations under the Agreement and any subsequent amendments.
- 6. Upon execution of this Fourth Amendment to Disposition Contract, both Lot 3, previously conveyed to Miller, and Lot 16 which was conveyed at initial settlement to Buyer on June 17, 2019, shall be a Consolidated Lot and developed as required by the June 26, 2018 Original Lot 16 Disposition Contract and all subsequent amendments.
- 7. The last sentence of paragraph 3.C. of the original Disposition Contract is hereby eliminated.
- 8. At the time of Final Settlement, Seller shall execute a new deed to Buyer with all covenants required by the Disposition Contract, including Seller's rights of reversion and shall add a requirement for easement access to the Riverwalk at both the East and West ends of the Consolidated Lot described herein.
- 9. Except as specifically modified by this Fourth Amendment, the terms of the Disposition Contract and any prior amendments, shall remain in full force and effect and are hereby ratified by the Parties.
- 10. The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Fourth Amendment.
- 11. This Fourth Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Amendment pursuant to due authority in duplicate, each of which shall be considered an original hereof, as of the day and year first above written.

**WITNESS/ATTEST:** 

**SELLER:** CITY OF SALISBURY

	(Seal
Kimberly R. Nichols	By: Jacob R. Day
City Clerk	Mayor
	BUYER:
	Davis Strategic Development, LLC
	(Seal
WITNESS	Ry: Bret C Davis Authorized Member



### **MEMORANDUM**

**TO:** City Council

**FROM:** Kim Nichols, City Clerk

**SUBJECT:** Budget Amendment for Elections

**DATE:** March 6, 2020

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Upon completion of the 2019 elections process, the Clerks Office received the attached final invoice from the Wicomico County Board of Elections on December 11, 2019 in the amount of \$26,171.19.

The billed amount on Page 1 for services provided by staff on Wicomico County time was \$20,552.14. Our estimate for that amount, received on February 5, 2019, was \$4,500. As there are funds in the Elections accounts totaling \$9,623, a budget amendment in the amount of \$16,550 is necessary in order to pay the invoice.

## **Wicomico County Board of Elections**

345 Snow Hill Road Salisbury, MD 21804

Mailing address: P.O. Box 4091 Salisbury, MD 21803-4091 COUNTY AREA ON THE COUNTY AREA O

FAX: 410-548-4849

410-548-4830

City of Salisbury Kim Nichols, City Clerk 125 N. Division St., Room 305 Salisbury, MD 21801

Re: Billing for Services - Wicomico County Time and Rental of Election Equipment

Dear Kim:

Enclosed please find an invoice covering County time spent by the Wicomico County Board of Elections office staff performing services for the City of Salisbury in the preparation for and implementation of your recent General Election. The invoice also includes the voting equipment rental and postage.

These rates were part of the contract signed between Wicomico County and the City of Salisbury. We utilized temporary help for many tasks in order to reduce the expenses.

Payment for these services should be remitted to: Wicomico County Finance Department Attn: Michele Ennis, Director of Finance P.O. Box 870 Salisbury, MD 21801-0870

Please feel free to contact me if you have any questions or concerns.

Wicomico County Board of Elections,

Dionne Church

**Deputy Election Director** 

**Enclosure** 

Cc: Michele Ennis, Director of Finance

Kim Nichols, City Clerk

## **Wicomico County Board of Elections**

345 Snow Hill Road Salisbury, MD 21804

Mailing address: P.O. Box 4091 Salisbury, MD 21803-4091



410-548-4830

FAX: 410-548-4849

**Invoice** 

To: City of Salisbury

Attention: Kim Nichols

125 N. Division St., Room 305

Salisbury, MD 21801

Remit to: Wicomico County Finance Dept.

Attn: Michele Ennis, Finance Director

P.O. Box 870

Salisbury, MD 21801

#### **General Election 2019**

Prepared December 11, 2019

## Services Provided by Staff on Wicomico County Time Munis Salaries Account #01010007-500004

Anthony Gutierrez	38.50 hours @ \$38.50 per hour = \$1,501.50
Dionne Church	50.00 hours @ \$31.22 per hour = \$1,561.00
Bill Blockston	59.50 hours @ \$23.02 per hour = \$1,369.69
Jocelyn Abbott	171.75 hours @ \$20.18 per hour = \$3,465.92
Elise Koch	211.00 hours @ \$20.18 per hour = \$4,257.98
Wayne Burton	122.50 hours @ \$24.98 per hour = \$3,060.05
Temporary Workers	209.25 hours @ \$12 per hour = \$2,511.00
Temporary Workers	125.00 hours @ $$13$ per hour = $$1,625.00$
Voting System Techs	100.00 hours @ $$12.00$ per hour = $$1,200.00$

#### **Subtotal for Services**

\$20,552.14

#### Munis Regional Support Account #01010007-520020-41058

#### General Election:

Binding of Precinct Registers (Minuteman Press)	Direct Bill
Absentee Applications	\$152.00
Voter Notification Cards	\$221.60
Election Judge Manuals	\$700.00

#### **Subtotal**

\$1,073.60

## **Wicomico County Board of Elections**

345 Snow Hill Road Salisbury, MD 21804

Mailing address: P.O. Box 4091 Salisbury, MD 21803-4091



410-548-4830

FAX: 410-548-4849

## Voting Equipment Rental Munis Salaries Account #01010007-500004

General Election Rental:		
E Pollbook Programming - SBE	\$ Direct Bill	
Ballot Programming, including ADA audio voting unit - SBE	\$ Direct Bill	
10 DS-200 Scanner Units (\$100 each: 2 per polling place)	\$ 1,000.00	
5 BMD (ADA) voting units (\$100 each; 1 per polling place)	\$ 500.00	
12 DS-200 Scanner Unit memory sticks (\$50)	\$ 600.00	
10 Electronic Pollbooks (\$100)	\$ 1,000.00	
2 DS-200 Scanner Units (\$100 each; 2 for post-election canvasses	\$ 200.00	
Equipment Transportation (445 per site) – Vendor will bill		

**Subtotal for Rentals** 

\$ 3,300.00

## Postage for Absentee Applications & Ballots Munis Regional Support Account #01010007-520012

Grand Total Amount Due	\$1,245.45 \$26,171.19	
Postage total		
Voter Notification Cards – Polling Place Change (2,300 voters @ \$.50)	\$1,150	
General Applications: General Ballots:	\$41.50 \$53.95	
	444.50	

	ORI	DINANCE NO.
OF THE FY 2020 GI	ENERAL FUND BUDO	F SALISBURY APPROVING AN AMENDMENT GET TO APPROPRIATE FUNDS NEEDED TO EMBER 2019 ELECTIONS BUDGET
	=	eceived an estimate from the Wicomico County Board ovember 5, 2019 City of Salisbury Elections; and
of Elections to defini	istor and conduct the ry	overmoet 3, 2019 only of Buildouty Elections, and
		Services Provided by Staff on Wicomico County Time received from the Wicomico County Board of
	YLAND THAT THE C	INED BY THE CITY COUNCIL OF THE CITY OF ity's Fiscal Year 2020 General Fund Budget be and
1) Increa	se Current Surplus Ava	ilable (01000- 469810) by \$16,550
1) Increa	se Elections by \$16,550	)
Salisbury held on this	s day of March 2	and read at a meeting of the Council of the City of 020, and thereafter, a statement of the substance of the d by law, was finally passed by the Council on the
ATTEST:		
Kimberly R. Nichols	City Clerk	John R. Heath, President Salisbury City Council
APPROVED BY ME	THIS day of	, 2020.
Jacob R. Day, Mayor		