



**SALISBURY CITY COUNCIL  
WORK SESSION AGENDA**

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**AUGUST 16, 2021**

**Government Office Building, Council Chambers, Salisbury, MD and Zoom Video Conferencing**

- 4:30 p.m. Ordinance to accept Community Foundation of the Eastern Shore (CFES) grant funds for poetry book- City Administrator Julia Glanz, City of Salisbury Poet Laureate Nancy Mitchell
- 4:40 p.m. Ordinance to accept CFES grant funds for Salisbury-Wicomico Integrated Firstcare Team (SWIFT)- Deputy Chief James Gladwell
- 4:50 p.m. Parking meter removal on Broad Street- Field Operations, Deputy Director of Services Ben Baker
- 5:00 p.m. East Lincoln Avenue - M & L Rentals, LLP Annexation- Building Official William Holland
- 5:10 p.m. Resolution to adopt a Park Amenity Donation and Tree Planting Donation Policy- Department of Infrastructure & Development Director Amanda Pollack
- 5:15 p.m. Surplus of Mitchell Landing Apartments- Procurement Director Jennifer Miller
- 5:30 p.m. Communications protocol- Council President John R. "Jack" Heath
- 5:35 p.m. Administration and Council Remarks
- 5:40 p.m. Adjournment

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

Join Zoom Meeting  
<https://us02web.zoom.us/j/5362772908>  
Meeting ID: 536 277 2908  
Phone: 1.301.715.8592



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

**To: City Council**

**From: Julia Glanz, City Administrator**

**Subject: Accepting Grant Funds for Poetry Book from CFES**

**Date: July 30, 2020**

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In Spring 2021, Poet Laureate, Nancy Mitchell applied for a grant from the Community Foundation of the Eastern Shore. The proposal was awarded and the grant funds will be used to publish a collection of poems written by citizens of the City of Salisbury and Wicomico County, along with poems written by Poet Laureate Mitchell since her term began. This diverse group of poets were guests on the Poet Laureate's Poets on the Plaza Reading Series and on other Zoom poetry events hosted during the COVID era.

The \$2,000 award will be spent on publishing costs and will be launched to the public in April 2022, National Poetry Month.

Please let me know if you have any questions.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE COMMUNITY FOUNDATION OF THE EASTERN SHORE FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$2,000, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE PRINTING / PUBLICATION OF A BOOK OF POEMS WRITTEN BY LOCAL POETS.

**WHEREAS**, the Community Foundation of the Eastern Shore (CFES) has the Albert J. Bailey Wicomico County Fund grant program; and

**WHEREAS**, the purpose of the grant program is to provide funding for projects that represent and serve the residents of Wicomico County, MD; and

**WHEREAS**, the City of Salisbury and the Poet Laureate of Salisbury submitted a grant application to CFES for funding to support the publication of "Written on the Wicomico", an anthology of poems written by Wicomico County poets; and

**WHEREAS**, the CFES has awarded the City funds in the amount of \$2,000; and

**WHEREAS**, the City of Salisbury must enter into a grant agreement with CFES defining how these funds must be expended; and

**WHEREAS**, all funds shall be used for the publication/printing of the "Written on the Wicomico" poetry book; and

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

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

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 1.** Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Community Foundation of the Eastern Shore (CFES), on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$2,000.

**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 2.** The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

(a) Increase CFES Revenue Account No. 10500-426100-XXXXX by \$2,000.

(b) Increase Operating Expense Account No. 10500-546006-XXXXX by \$2,000.

**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

**Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

**Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

**Section 6.** This Ordinance shall take effect from and after the date of its final passage.

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

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

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Jacob R. Day, Mayor**



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

## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** James Gladwell, Deputy Fire Chief  
**Subject:** Budget Amendment – Funding for SWIFT Transportation  
**Date:** 2 August 2021

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The Salisbury Wicomico Integrated Firstcare Team (SWIFT) applied for, and was approved to receive funding in the amount of \$2,000 from the Community Foundation of the Eastern Shore's (CFES) Mini Grant program. The purpose of the grant is to benefit organizations that serve health and human services, education, arts, culture, community development, the environment, and historical preservation. The SFD SWIFT will utilize this funding to support the transportation needs of its various clients who have no method of transportation to and from doctor visits and/or other health-related appointments, including COVID-related health needs.

Attached you will find an Ordinance requesting the approval of a \$2,000 budget amendment to the FY2022 grant fund for the purpose of accepting funds from the CFES to be utilized accordingly. The Ordinance has been reviewed by Debbie Stam, who has created a new grant folder: TBD-FY22 CFES Mini Grant – SWIFT – Transportation Funds – SFD - \$2,000.

If you should have any questions or comments, please do not hesitate to contact me.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE COMMUNITY FOUNDATION OF THE EASTERN SHORE FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$2,000, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE SALISBURY-WICOMICO INTEGRATED FIRSTCARE TEAM (SWIFT).

WHEREAS, the Community Foundation of the Eastern Shore (CFES) has a Mini Grant program; and

WHEREAS, the purpose of the grant program is to benefit organizations that serve health and human services, education, arts and culture, community development, environment and historical preservation; and

WHEREAS, the City of Salisbury submitted a grant application to CFES for funding to support the Salisbury-Wicomico Integrated Firstcare Team (SWIFT); and

WHEREAS, CFES has awarded the City funds in the amount of \$2,000; and

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

WHEREAS, all funds shall be used to provide medical transportation for SWIFT patients who are otherwise unable to attend necessary medical appointments and meetings; and

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

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

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

**Section 1.** Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Community Foundation of the Eastern Shore (CFES), on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$2,000.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

**Section 2.** The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

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(b) Increase SWIFT Operating Expense Account No. 10500-546006-XXXXX by \$2,000.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

**Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

**Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional

or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

**Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

**Section 6.** This Ordinance shall take effect from and after the date of its final passage.

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

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

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Jacob R. Day, Mayor**



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

To: City Council

From: Julia Glanz, City Administrator

Subject: Parking Meter Removal

Date: Aug 9, 2021

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Please find the attached ordinance to remove the coin collecting parking meters found on Broad Street. Broad Street parking meters only accept quarters. With most parking charges in the City of Salisbury being paid at new kiosks that accept cash, cards, and phone payments; the parking meters on Broad Street are obsolete in changing times. This ordinance is needed due to the low traffic area. In order to adjust accordingly, the parking meters must be removed until it is decided that Broad Street has become enough of a high traffic area to place a new kiosk to collect parking fees.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO ELIMINATE PARKING METERS ON BROAD STREET.

WHEREAS, the City of Salisbury desires to remove unnecessary and outdated parking meters in low traffic areas; and

WHEREAS, the Salisbury Charter (SC11-2) gives the City charge of all public ways in the City;  
and

WHEREAS, removal of parking meters will not impact the normal revenue intake from parking payments; and

WHEREAS, parking on Broad Street is still encouraged in order to bring businesses revenue in the area; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SALISBURY, MARYLAND that for the purposes and reasons hereinabove set forth, that removal of the parking meters on Broad Street, is hereby approved.

AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND that this Ordinance shall take effect upon its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury, MD held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President  
Salisbury City Council

APPROVED BY ME THIS:

\_\_\_\_\_ day of \_\_\_\_\_ 2021

Jacob R. Day, Mayor

# Memorandum

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

**From:** William T. Holland

**Date:** 8/5/2021

**Re:** East Lincoln Avenue – M & L Rentals, LLP Annexation

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Attached is the completed package for the referenced annexation. Please have this scheduled for the City Council work session for Monday, August 16, 2021. Let me know if you have any questions.

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**RESOLUTION NO. 3105**

**A RESOLUTION** of the Council of the City of Salisbury proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury to be known as “East Lincoln Avenue – M & L Rentals, LLP Annexation” beginning for the same point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the land of M & L Rentals, LLP, being known as Lot A containing 0.245 acres, more or less.

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**RECITALS**

**WHEREAS**, the City of Salisbury has received a Petition for Annexation, dated May 7, 2019, signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed binding upon the Corporate Limit of the City of Salisbury to be known as “East Lincoln Avenue – M & L Rentals, LLP Annexation” beginning for the same point on the westerly side of South Division Street. Said point beginning for the same point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD being near the northerly right of way line of East Lincoln Avenue continuing around the perimeter of the affected property to the point of beginning, being all that real property identified as Map 0048, Parcel 0242 and further being the same real property more particularly described in **Exhibit A-1** attached hereto and incorporated herein (the aforesaid real property is hereinafter referred to as the “**Annexed Property**”); and

**WHEREAS**, the City of Salisbury has caused to be made a certification of the signatures on the said petition for annexation and the City of Salisbury has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of March 13, 2020, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto and incorporated by reference herein; and

**WHEREAS**, it appears that the aforesaid Petition for Annexation, dated May 7, 2019, meets all the requirements of applicable state and local law; and

**WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this Resolution, providing for the City of Salisbury’s annexation of the Annexed Property as set forth herein, shall be and hereby is scheduled for \_\_\_\_\_, 2021 at 6:00 p.m.

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39           **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
40 **SALISBURY** as follows:

41           **Section 1.** It is proposed and recommended that that the municipal boundaries of the City of  
42 Salisbury be changed so as to annex to and include within the said municipal boundaries of the City of  
43 Salisbury all that certain real property more particularly described in **Exhibit A-1** attached hereto and  
44 incorporated herein (the real property to be annexed by the City of Salisbury as contemplated by this  
45 Resolution is hereinafter referred to as the “**Annexed Property**”).

46           **Section 2.** The annexation of the Annexed Property be and hereby is approved by the Council of  
47 the City of Salisbury subject to all terms, conditions and agreements contained in **Exhibits A, B and C**  
48 each of which is attached hereto and incorporated herein as if all such terms, conditions and agreements  
49 contained in such Exhibits were specifically set forth at length in this Resolution.

50           **Section 3.** The Zoning Map of the City of Salisbury shall be amended to include the Annexed  
51 Property within that certain Zoning District of the City of Salisbury identified as “R-8 Residential”, which  
52 said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by this  
53 Resolution, is presently zoned “R-8 Residential” in accordance with the existing zoning laws of Wicomico  
54 County, Maryland.

55           **Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury  
56 shall hold a public hearing on this Resolution on \_\_\_\_\_ 2021 at 6:00p.m. in the Council  
57 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of  
58 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly  
59 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public  
60 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid  
61 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of  
62 publication as specified hereinabove.

63           **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY**  
64 **AS FOLLOWS:**

65           **Section 5.** It is the intention of the Council of the City of Salisbury that each provision this  
66 Resolution shall be deemed independent of all other provisions herein.

67           **Section 6.** It is further the intention of the Council of the City of Salisbury that if any section,  
68 paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or  
69 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to  
70 the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this  
71 Resolution shall remain and shall be deemed valid and enforceable.

**Section 7.** The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 7.

**Section 8.** This Resolution and the annexation of the Annexed Property as contemplated herein, shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-401, et seq.

**THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the \_\_\_\_\_, 2021, having been duly published as required by law in the meantime a public hearing was held on the \_\_\_\_ day of \_\_\_\_\_, 2021 at 6:00 p.m., and was finally passed by the Council at its regular meeting held on the \_\_\_\_day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Kimberly R. Nichols,  
City Clerk

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

APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jacob R. Day,  
Mayor

# CITY OF SALISBURY

## PETITION FOR ANNEXATION


To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 0242

Map # 0048

SIGNATURE(S)



05/07/19  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit A

### EAST LINCOLN AVENUE – M & L RENTALS, LLP

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the lands of M & L Rentals, LLP, being known as Lot A. X 1,204,899.93 Y 191,747.85 (1) Thence by and with the said existing Corporate Limits Line and crossing E. Lincoln Avenue South nineteen degrees forty minutes thirty-seven seconds West ( $S 19^{\circ} 40' 37'' W$ ) thirty-nine decimal two, zero (39.20) feet to a point on the southerly right of way line of the said E. Lincoln Avenue. X 1,204,886.73 Y 191,710.94 (2) Thence by and with the southerly line of the said E. Lincoln Avenue South fifty-three degrees forty-two minutes fifty-two seconds East ( $S 53^{\circ} 42' 52'' E$ ) fifty-one decimal one, five (51.15) feet to a point. X 1,204,927.97 Y 191,680.67 (3) Thence crossing the said E. Lincoln Avenue North thirty-six degrees seventeen minutes eight seconds East ( $N 36^{\circ} 17' 08'' E$ ) forty decimal zero, zero (40.00) feet to a point at the southeasterly corner of the said Lot A. X 1,204,951.64 Y 191,712.91 (4) Thence by and with the easterly line of the said Lot A North thirty-six degrees eighteen minutes eight seconds East ( $N 36^{\circ} 18' 08'' E$ ) one hundred thirty-three decimal eight, nine (133.89) feet to a point at the northeasterly corner of the said Lot A X 1,205,030.91 Y 191,820.81 (5) Thence by and with the northerly line of the said Lot A North fifty-three degrees forty-one minutes fifty-two seconds West ( $N 53^{\circ} 41' 52'' W$ ) sixty-two decimal six, two (62.62) to a point on the said line of Lot A at its intersection with the existing Corporate Limits Line X 1,204,980.44 Y 191,857.89 (6) Thence by and with the said Corporate Limits Line South thirty-six degrees eleven minutes thirty-one seconds West ( $S 36^{\circ} 11' 31'' W$ ) one hundred thirty-six decimal three, five (136.35) feet to the point of beginning.

Annexation containing 0.245 acres (10,651 square feet), more or less.



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

CERTIFICATION

EAST LINCOLN AVENUE – M & L RENTALS, LLP ANNEXATION

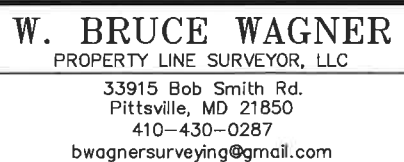
This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.

Leslie C. Sherrill  
Leslie C. Sherrill  
Surveyor

Date: 08/17/2020

East Lincoln Ave – M+L Rentals LLP - Certification.doc





REVISIONS	
Date	Issued for

**ANNEXATION PLAN  
OF  
LOT A, BLOCK A  
"LIN-HILL VILLAGE"  
CAMDEN ELECTION DISTRICT  
WICOMICO COUNTY, MARYLAND**

**ANNEXATION PLAN  
OF**

**CAMDEN ELECTION DISTRICT  
WICOMICO COUNTY, MARYLAND**

## PURPOSE STATEMENT

The purpose of this plat is to show the annexation of Lot A into the corporate limits of the City of Salisbury. Lot 1 is owned by M & L Rentals, LLP as of the date of this plat.

Professional Certification

I certify that these documents were prepared or approved by me, and that I am a duly licensed Property Line Surveyor under the laws of the State of Maryland.

William Bruce Woerner  
Property Line Surveyor  
License No.: 470  
Expiration date: January 5, 2021

Date Plotted : 8/12/2020

Surveyed By	Drown By
MBW	MPB

Date	Job No.
August 2020	20-077

August 2020	20--055
Sheet No.	

1 of 1



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

December 21, 2020

M & L Rentals LLP  
P. O. Box 1128  
Salisbury, MD

RE: Annexation Zoning-535 Lincoln Avenue  
Tax Map and Parcel: 0048/042  
City of Salisbury, Wicomico County, Maryland

Dear Mr. Cannon,

The Salisbury-Wicomico Planning Commission at its December 17, 2020 meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **R-8 RESIDENTIAL** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

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

Sincerely,

**Anne Roane**

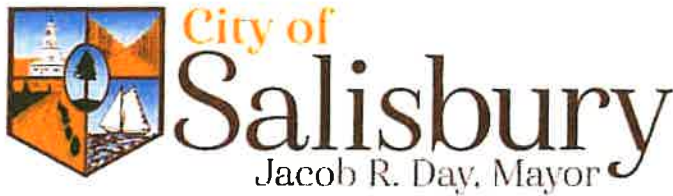
City Planner  
Department of Infrastructure & Development  
City of Salisbury  
125 North Division St. Room 202  
Salisbury, MD 21801  
410-548-3170



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

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



## **Infrastructure and Development Staff Report**

**December 17, 2020**

### **I. BACKGROUND INFORMATION:**

Project Name: 535 Lincoln Avenue Annexation  
Applicant/Owner (s): M+L Rentals, LLP  
Infrastructure and Development No.: 20-021  
Nature of Request: Zoning Recommendation for Annexation  
Location of Property: North side of Lincoln Avenue, west of Edgar Drive  
Requested Zoning District: R-8 Residential

### **II. SUMMARY OF REQUEST:**

#### **A. Introduction:**

The property owner of 535 Lincoln Avenue, M+L Rentals, LLP, entered into an annexation agreement with the City of Salisbury on May 7, 2019 (**Attachment A-Pre-Annexation Agreement**). Because this was part of a pre-annexation agreement, to property did not require a referral from the Council for a zoning recommendation. On that same day a petition for annexation was filed (**Attachment B**). The applicant/owner is now requesting a zoning recommendation from the Planning and Zoning Commission. This recommendation will then be forwarded to the City Council for consideration and approval.

#### **B. Area Description:**

The annexation request is comprised of one parcel for a total of 8,379 square feet and has a 1,904 square foot residential dwelling unit (**Attachments C and D**).

### **III. ZONING ANALYSIS:**

#### **A. Existing Zoning:**

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

#### **B. Proposed Zoning:**

The applicant is requesting the City zone this property be zoned R-8 Residential.



City of  
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**C. City and County Plans.**

Both the city and county Comprehensive Plans designate this property and area as Medium-Density Residential. The property is within the City of Salisbury's designated growth area in the City's Comprehensive Plan, adopted in July, 2010.

**C. Zoning for Annexed Areas.**

**1. Introduction.**

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

**2. Adopted Plans.**

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

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

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



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

**3. Maryland Law.**

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

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

**IV. ZONING RECOMMENDATION:**

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

---

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





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

The adopted Salisbury Comprehensive Plan designates this property and area as "Medium-Density Residential", and the proposed use and requested zoning classification meet this designation by utilizing the R-8 Residential zoning.

Staff recommends that the Planning Commission forward a **Favorable** recommendation to the Mayor and City Council for this property to be zoned **R-8 Residential** upon annexation.

M & L RENTALS LLP – 535 LINCOLN AVENUE ANNEXATION

ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT (“Agreement”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **City of Salisbury, Maryland**, a municipal corporation of the State of Maryland (the “**City**”), and **M & L Rentals LLP**, a Maryland limited liability partnership (“**Petitioner**”) (the City and Petitioner are hereinafter referred to collectively as the “**Parties**”).

**RECITALS**

**WHEREAS**, for purposes of this Agreement, the term “Petitioner” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of Petitioner, as the case may be, such that this Agreement, and all of the terms and conditions set forth herein, shall apply to, be binding in all respects upon and inure to the benefit of each and every successor-in-interest and/or assign of Petitioner, as the case may be;

**WHEREAS**, Petitioner is the fee simple owner of that certain real property consisting of approximately 1.77 acres of land, more or less, having a premises address of 535 Lincoln Avenue, Salisbury, Maryland 21801 and a State of Maryland Tax Identification Number of 13-010846, being all that same real property identified as Map 0048, Grid 0004, Parcel 0242 on the Tax Records of the State of Maryland, and further being, in all respects, all that real property described in a Deed, dated September April 20, 1998, from Terry R. Sell to Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 1603, Folio 0063 (the “**Subject Property**”);

**WHEREAS**, the Subject Property is contiguous and adjacent to the present corporate boundaries of the City, which said Subject Property is more particularly depicted and described by a plat entitled “Annexation Plan of Lot A, Block A “Lin-Hill Village” Camden Election District Wicomico County, Maryland”, dated August 12, 2020 (the “**Annexation Plat**”) (the Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as **Exhibit A**), prepared by W. Bruce Wagner Property Line Surveyor, LLC and intended to be recorded among the Plat Records of Wicomico County, Maryland upon the City’s annexation of the Subject Property, depicting all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as **Exhibit B** (the “**Subject Property Description**”);

**WHEREAS**, to effectuate the annexation of the Subject Property, Petitioner submitted to the City a Petition for Annexation of the Subject Property (the “**Petition**”) (a copy of the Petition is attached hereto and incorporated herein as **Exhibit C**);

**WHEREAS**, Petitioner, as of the date and year of this Agreement, constitutes the owner of one hundred percent (100%) of the assessed value of the Subject Property, being all that real property to be annexed by the City as contemplated by this Agreement;

**WHEREAS**, following the City’s annexation of the Subject Property as contemplated herein, there are no immediate plans for its development;

**WHEREAS**, the 2010 City of Salisbury Comprehensive Plan (the “**Comprehensive Plan**”) sets forth the land use polices for all lands located within the City’s municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City;

**WHEREAS**, the Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan, and the land uses shown within the City’s Municipal Growth Area “reflect[] a policy decision by the City, and by Wicomico County, that the City will remain the center for employment and commercial development in Wicomico County”;

**WHEREAS**, the Subject Property is included within the City’s Municipal Growth Area, which designates the Subject Property as “Medium Density Residential”;

**WHEREAS**, following Petitioner's submission of the Petition, the City, through its Department of Infrastructure and Development (the "**I&D Department**"), referred the Petition to the Salisbury-Wicomico County Planning Commission (the "**Planning Commission**") for the Planning Commission's consideration and approval of the proposed zoning for the Subject Property upon its annexation by the City;

**WHEREAS**, at its December 17, 2020 meeting, the Planning Commission unanimously approved zoning the Subject Property as "R-8A" upon its annexation by the City, on the basis the R-8A zoning is consistent with Petitioner's proposed use of the Subject Property, as well as the land use policies set forth in the City's Comprehensive Plan;

**WHEREAS**, without annexation, the Subject Property is ineligible to receive City services, including municipal water and sanitary sewer utility service;

**WHEREAS**, the City agrees to annex the Subject Property, provided Petitioner agrees to adhere to all laws, ordinances and regulations of the City and all of the terms and conditions of this Agreement, including, expressly, such terms and conditions governing Petitioner's development and use of the Subject Property or any portion thereof;

**WHEREAS**, the City has held all public hearings regarding the proposed annexation of the Subject Property as required by applicable state and local law and as otherwise deemed appropriate by the City; and,

**WHEREAS**, in accordance with the Petition and pursuant to the authority granted unto the City by the provisions of MD Code, Local Government, § 4-101, et seq., the Parties hereby enter into this Agreement for the purpose of establishing the terms and conditions governing the City's annexation of the Subject Property and all annexation proceedings relating thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date upon which the Resolution authorizing the City's annexation of the Subject Property, passed by majority vote of the City Council of the City of Salisbury (the "**City Council**"), becomes effective (the Resolution passed by the City Council authorizing the City's annexation of the Subject Property is hereinafter referred to as the "**Annexation Resolution**"). The City's annexation of the Subject Property shall not become effective until all appeal and referendum periods for the Annexation Resolution have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City's annexation of the Subject Property.

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

(a) When reviewing any development plan submitted for or relating to the Subject Property or any portion thereof, including, but not limited to, any Subdivision Plat subdividing the Subject Property, the Planning Commission, and its associated staff, and the City, and all of its officials, employees, representatives, agents and consultants, shall be guided by all terms of this Agreement, to ensure all matters addressed by this Agreement are implemented in accordance with the terms and conditions set forth herein. All approvals relating to the development and/or use of the Subject Property granted by any commission, board, body or agent of the City or any other government agency having jurisdiction over the Subject Property or the development thereof, shall, to the fullest extent possible, comply with all terms and conditions of this Agreement.

(b) The Parties expressly acknowledge the City's annexation of the Subject Property is not intended, nor shall it be construed, in any way whatsoever, to prohibit the City from enacting or otherwise adopting any future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, the City may deem necessary or appropriate to protect the health, safety and welfare of City residents or the public at large, or from applying the provisions of any such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, to any matter relating to the development or use of the Subject Property or any portion thereof; provided, however, any such application by the City shall not result in the divestment



or termination of any prior approval(s) for any development and/or use of the Subject Property or interfere with Petitioner's vested rights in and to the Subject Property to an extent greater than the impact such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, have upon other similarly-situated properties located within the municipal limits of the City.

**3. Warranties & Representations of Petitioner.**

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

(b) Petitioner represents and warrants to the City as follows: (i) Petitioner has the full power and authority to execute this Agreement; (ii) Petitioner is the sole, fee simple owner of the Subject Property, and, accordingly, is the fee simple owner of all that certain real property constituting one hundred percent (100%) of the assessed value of the Subject Property, as of the date and year first above written; and, (iii) to the best of Petitioner's knowledge and belief there is no action pending against or otherwise involving Petitioner and/or the Subject Property which could affect, in any way whatsoever, Petitioner's right and authority to execute this Agreement.

(c) The Parties expressly acknowledge and agree Petitioner will receive a benefit from the City's annexation of the Subject Property; accordingly, by his execution of this Agreement, Petitioner expressly waives and relinquishes any and all rights or claims he has, or may have, to withdraw his consent to the City's annexation of the Subject Property or any portion thereof; and, furthermore, neither Petitioner nor any of his agents or representatives shall petition the Annexation Resolution to referendum. The Parties expressly agree the waiver and relinquishment made by Petitioner under this Section 3(b) represents material consideration received by the City for its annexation of the Subject Property, without which the City would not enter into this Agreement.

**4. Application of City Code and Charter; City Taxes.** From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter and the City Code shall have full force and effect as to all matters applicable or otherwise relating to the Subject Property including the development and/or use of any portion thereof, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Subject Property, the Subject Property shall be subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

**5. Municipal Zoning.** Upon the effective date of the Annexation Resolution, the Subject Property shall be zoned R-8.

**6. Municipal Services.**

(a) Subject to the obligations of Petitioner under Sections 9(c)(i)-(iii), the City agrees to provide all necessary municipal services required for Petitioner's development and/or use of the Subject Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services generally available to residents of the City.

(b) With respect to the allocation of public water and/or wastewater capacity and/or services for the Subject Property or any portion thereof, any such allocation shall be determined by the City pursuant to the City's allocation plans in effect at the time a request for public water and/or wastewater capacity and/or services is submitted by Petitioner in accordance with the City's applicable policies and procedures. Notwithstanding any term to the contrary set forth herein, Petitioner expressly acknowledges and agrees that no public water or wastewater capacity for any existing use(s) or any future development of the Subject Property shall be allocated or otherwise reserved by the City unless and until Petitioner has made payment to the City for all applicable capacity fee(s) for any such allocation of water and/or wastewater capacity and/or services in accordance with the applicable policies of the City existing at such time. Petitioner shall not be obligated to pay any capacity fee(s) or to connect any portion of the Subject Property to the City's water and/or wastewater systems until the earlier occurrence of: (i) Petitioner's election, at his discretion, to connect the Subject Property, or any portion thereof, to the City's water and/or wastewater

systems; or (ii) the issuance, by the Wicomico County Health Department or the Maryland Department of the Environment (as the case may be), of a final non-appealable order requiring the connection of any portion of the Subject Property to the City's water and/or wastewater systems.

7. **Standards & Criteria.** Should any environmental, engineering or other similar standard or criteria expressly provided in this Agreement be exceeded by any local, state or federal law, regulation, rule, standard or authorized criteria enacted, promulgated, ordered or adopted following the date and year of this Agreement, the newer stricter law, regulation, rule, standard or authorized criteria shall govern the rights and obligations of the Parties hereunder.

8. **City Boundary Markers.**

(a) At his sole cost and expense, Petitioner shall install City Boundary Markers at the boundary lines of the Subject Property to identify the new, enlarged municipal boundaries of the City resulting from the annexation of the Subject Property. Within ninety (90) days from the date the forty-five (45) day referendum period for the Annexation Resolution expires, Petitioner shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the aforesaid City Boundary Markers.

(b) If Petitioner fails to perform his obligations under Section 8(a), then, after the expiration of the ninety (90) day period provided in Section 8(a), Petitioner shall make payment to the City in the amount of Ten Thousand Dollars and 00/100 (\$10,000.00) or in the amount of the total costs incurred by the City to perform the obligations of Petitioner under Section 8(a), whichever amount is greater.

9. **Development Considerations.**

(a) **Fees & Costs.** Petitioner expressly acknowledges and agrees to pay the City for any and all fees, costs and/or expenses, including, but not limited to, any legal fees, planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement, the preparation of the Annexation Resolution, the preparation of any other document(s) pertaining to the annexation of the Subject Property, the publication of any public notice(s) for or in connection with the City's annexation of the Subject Property, and/or any other matter relating to or arising from the City's annexation of the Subject Property, as determined by the City in its sole discretion. The City shall invoice Petitioner for all costs to be paid by him under this Section 9(a); and, Petitioner shall make payment of all amounts due and owing the City under this Section 9(a) within fifteen (15) days of Petitioner's receipt of any invoice from the City.

(b) **Development of Subject Property.** Petitioner shall develop the Subject Property in a manner that complies with all laws and regulations governing the development of property located within the City's R-8A zoning district.

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

(i) Prior to Petitioner submitting or filing any application or request with the City for issuance of any permit relating to the development of the Subject Property (including an application for a building permit), or upon the expiration of one hundred eighty (180) days from the effective date of the Annexation Resolution, whichever occurs first, Petitioner shall pay a non-refundable development assessment to the City in the amount of One Thousand Seven Hundred Twelve Dollars and 00/100 (\$1,712.00) (the "**Development Assessment**"). The Parties expressly acknowledge and agree Petitioner's payment of the Development Assessment represents a material part of the consideration to be received by the City hereunder, without which the City would not enter into this Agreement.

(ii) In the event Petitioner fails to pay the Development Assessment in accordance with the terms of Section 9(c)(i), the Development Assessment shall bear interest from

the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, the Development Assessment, including all late charges incurred thereon (if any), shall be paid to the City prior to the issuance of any permit for or in connection with any development of the Subject Property.

- (iii) The Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods within the City, or for any other purpose deemed necessary and appropriate by the City. The Development Assessment is in addition to and independent of: (A) any water and/or wastewater comprehensive connection charge(s), capacity fee(s) or any other assessment(s) charged, levied or otherwise imposed by the City in connection with the use or development of the Subject Property; (B) any impact fee(s) levied or imposed by Wicomico County or the City relating to any use or development of the Subject Property; and/or, (C) any other charge(s) or fee(s) the City may assess against Petitioner and/or the Subject Property in accordance with this Agreement and/or any applicable law(s) or regulation(s) governing the development or use of the Subject Property or any portion thereof.

**(d) Public Utility Improvements & Extensions; Wastewater Service.**

- (i) The Parties expressly acknowledge and agree the extension of public water and wastewater utilities will be necessary to meet the requirements for utility service provided to the Subject Property. Accordingly, at his sole cost and expense, Petitioner shall design and construct, or cause to be designed and constructed, such public water and wastewater utility extension(s), including, but not limited to, water main(s), sewer main(s), trunk line(s), fire hydrant(s) and any appurtenant facilities, necessary to serve the Subject Property, including any future development thereof, subject to all applicable City standards and specifications. Petitioner further acknowledges and agrees the water and wastewater sewer utility facilities designed and constructed in accordance with this Section 9(d)(i) shall be oversized in the manner and to the extent determined by the Director of the City's I&D Department.
- (ii) Petitioner's design and construction of the facilities required for the extension of the City's public water and wastewater utilities to serve the Subject Property shall be governed by the terms and conditions of a Public Works Agreement by and between Petitioner and the City (the "PWA"). The PWA shall be executed by the Parties as soon as reasonably practicable following the Planning Commission's approval of any development plan for or relating to the Subject Property or any portion thereof, including, but not limited to, any Subdivision Plat providing for the subdivision of the Subject Property, and any such approval from the Planning Commission shall be expressly conditioned upon the Parties execution of the PWA in accordance with the terms of this Section 9(d)(ii). Notwithstanding any term to the contrary set forth herein, no permit may be issued to Petitioner, or any party acting for or on his behalf, for any work associated or in connection with the development of the Subject Property or any portion thereof, until the PWA is executed by the Parties.

**10. RECORD PLAT.** Petitioner shall provide the City with a copy of the final record plat for any development of, on or within the Subject Property or any portion thereof, including any Subdivision Plat providing for the subdivision of the Subject Property.

**11. NOTICES.** All notices and other communication in connection with this Agreement shall be made in writing and shall be deemed delivered to the addressee thereof as follows: (a) when delivered in person on a

business day at the address set forth below; (b) on the third (3<sup>rd</sup>) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (c) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

All notices and other communications to Petitioner shall be addressed to, and delivered at, the following addresses:

M & L Rentals LLP  
c/o John Cannon  
P.O. Box 1128  
Salisbury, Maryland 21802

All notices and other communications to the City shall be addressed to, and delivered at, the following addresses:

City of Salisbury  
c/o Amanda H. Pollack, P.E., Director  
Department of Infrastructure and Development  
125 N. Division Street, Room 202  
Salisbury, Maryland 21801

*With a copy to:*  
Michael P. Sullivan, Esquire  
Cockey, Brennan & Maloney, P.C.  
313 Lemmon Hill Lane  
Salisbury, Maryland 21801

**12. Future Uses of the Subject Property.** Petitioner expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development or use of the Subject Property or any portion thereof must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's R-8A zoning district. Any development, subdivision and/or use of the Subject Property shall be subject to, and must comply with, all applicable capacity fees and/or impact fees as established by the City and/or Wicomico County existing on the effective date of the Annexation Resolution, subject to any amendments thereto as may be adopted or promulgated, from time to time, by the City and/or Wicomico County, as the case may be. The Parties expressly acknowledge and agree that neither this Agreement nor any of the terms set forth herein shall, in any way whatsoever, constitute or otherwise be construed as an approval by the City of any specific development at, upon or within any portion of the Subject Property, including any subdivision of the Petitioner subsequent to the date and year first above written. The Parties further expressly acknowledge and agree that neither this Agreement nor any of its terms shall constitute or otherwise be construed as a waiver by the City of: any tax(es) levied or assessed by the City upon the Subject Property; or, any fee(s), assessment(s) or charge(s) that may be imposed by the City, from time to time, arising from or in connection with any development or use of the Subject Property, or any portion thereof, and/or any subdivision of the Subject Property.

**13. Miscellaneous Provisions.**

**(a) Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The Parties, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of the Maryland courts and to venue in Wicomico County, Maryland with respect to any matter arising from or in connection with this Agreement.

(b) **Scope of Agreement.** This Agreement is not intended to limit the exercise of any police power(s) of the City, nor is this Agreement intended to limit the operations of the City government or guarantee the outcome of any administrative process. Unless otherwise expressly set forth herein, this Agreement shall be subject to all properly enacted laws and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: (i) enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; (ii) enacted or adopted by the City as a result of a state or federal mandate; or, (iii) applicable to the Subject Property and to similarly situated property located outside of the City in Wicomico County.

(c) **Entire Agreement.** This Agreement and all exhibits attached hereto constitutes the entire agreement and understanding of the Parties with respect to the transactions contemplated herein, and all prior negotiations, writings and understandings of the Parties relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

(d) **Waiver.** None of the terms or conditions of this Agreement may be waived, except if set forth in a writing signed by the party entitled to the benefit of the term(s) or condition(s) so waived; and, such waiver shall be effective only in the specific instance and for the specific purpose for which the waiver is given.

(e) **Development of Subject Property as a Private Undertaking.** The Parties expressly acknowledge and agree: (i) any development or use of the Subject Property, or any portion thereof, is a private undertaking by Petitioner; (ii) neither the City nor Petitioner is acting as the agent of any other party hereto in any respect hereunder; and, (iii) that each party hereto is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association between the Parties, of any kind whatsoever, is formed by the terms of this Agreement.

(f) **Modification.** Neither this Agreement nor any term contained herein may be waived, modified, amended, discharged or terminated except in a writing signed by the Parties.

(g) **Binding Effect.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any successor municipal authority of the City and any successor owner(s) of record of the Subject Property or any portion thereof.

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by Petitioner to any purchaser of the Subject Property or any portion thereof, without the consent of the City or any of its elected officials, employees or agents; provided, however, any sale, transfer, assignment, gift or conveyance of the Subject Property, or any portion thereof, shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Petitioner shall not transfer, or pledge as security for any debt or obligation, any of his interest in or to all or any portion of the Subject Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions contained in this Agreement, as if such transferee or pledgee was a party to this Agreement. Petitioner shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Petitioner of any of his interests in and to the Subject Property or any portion thereof.

(i) **Express Condition.** The obligations of Petitioner under this Agreement shall be contingent upon the annexation of the Subject Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of Petitioner independent of his ownership of the Subject Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, Petitioner expressly acknowledges and agrees his obligations under Section 9(a) are not contingent or otherwise conditioned upon the City's annexation of the Subject Property, and such obligations shall be binding upon Petitioner and enforceable by the City against Petitioner and/or any of Petitioner's successor(s), representative(s), transferee(s) and/or assign(s), to the fullest extent permitted by Maryland law.

(j) **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits attached hereto (each of which is incorporated in this Agreement by this reference), shall be recorded among the Land Records of Wicomico County, the costs of which shall be paid by Petitioner. This Agreement and all terms and conditions contained herein shall run with the Subject Property, and any portion thereof, and shall be binding upon and inure to the benefit of the Parties and each of their respective heirs, personal representatives, successors, transferees and/or assigns.

(l) **No Reliance.** Each of the Parties, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by or relied upon any representation(s) or statement(s), whether express or implied, written or unwritten, made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

(m) **Further Assurances.** The Parties covenant and agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to give full effect to this Agreement.

(n) **Severability.** In the event any term, provision, covenant, agreement or portion of this Agreement, or his application to any person, entity or property, is adjudged invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

(o) **Waiver of Jury Trial.** The Parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counter-claim brought by a party hereto against the other party on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties to one another, and/or any claim, injury or damage arising from or consequent upon this Agreement.

(p) **Remedies.** In addition to each and every remedy now or hereafter existing at law or in equity, the Parties expressly agree that, provided the Annexation Resolution becomes effective, each party shall have the right to enforce this Agreement by an action for specific performance against the other.

(q) **Survival.** The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the City's annexation of the Subject Property or any portion thereof.

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

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

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

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]***

***[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals and acknowledged this Annexation Agreement as of the day and year first above written.

**ATTEST/WITNESS:**

**"Petitioner":**

**M & L Rentals LLP**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
John Cannon, Authorized Representative

**THE "CITY":**

**City of Salisbury, Maryland**

\_\_\_\_\_

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

**[Signature Page to Annexation Agreement by and between the City of Salisbury, Maryland and M & L Rentals LLP]**

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN CANNON, who acknowledged himself to be an Authorized Representative of M & L RENTALS LLP, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of M & L RENTALS LLP for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACOB R. DAY, who acknowledged himself to be the MAYOR OF THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**CERTIFICATION BY ATTORNEY**

I hereby certify that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

\_\_\_\_\_  
**Michael P. Sullivan, Esq.**



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**WHEREAS**, pursuant to that certain Petition for Annexation, dated May 7, 2019, the City of Salisbury is proposes the annexation of that certain lot and parcel of land contiguous to and binding upon the Corporate Limit of the City of Salisbury, beginning for the same point being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the lands of M & L Rentals, LLP, being all that real property identified as Map 0048, Parcel 0242 and further being the same real property more particularly described in **Exhibit A** attached hereto and incorporated herein (the “**Annexed Property**”); and

**WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this resolution, providing for the Council of the City of Salisbury's approval of the Annexation Plan (as defined hereinbelow) for the City of Salisbury's annexation of the Annexed Property as set forth herein, shall be and hereby is scheduled for \_\_\_\_\_, 2021 at 6:00 p.m.

**Section 1.** The “Annexation Plan for the M & L Rentals LLP – 535 Lincoln Avenue Annexation to the City of Salisbury”, attached hereto and incorporated herein as **Exhibit B** (the “**Annexation Plan**”), be and hereby is adopted for the City of Salisbury’s annexation of the Annexed Property as contemplated by this Resolution.

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public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as specified hereinabove. **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY AS FOLLOWS:**

**Section 3.** It is the intention of the Council of the City of Salisbury that each provision this Resolution shall be deemed independent of all other provisions herein.

**Section 4.** It is further the intention of the Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

**Section 5.** The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 7.

**Section 6.** This Resolution and the annexation of the Annexed Property as contemplated herein, shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-401, et seq.

**THIS RESOLUTION** was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on the \_\_\_\_\_ 2021, having been duly published as required by law in the meantime a public hearing was held on \_\_\_\_\_ 2021 at 6:00 p.m., and was finally passed by the Council of the City of Salisbury at its regular meeting held on the \_\_\_\_\_ 2021.

\_\_\_\_\_  
Kimberly R. Nichols,  
City Clerk

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

APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jacob R. Day,  
Mayor

## Exhibit A

### EAST LINCOLN AVENUE – M & L RENTALS, LLP

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the lands of M & L Rentals, LLP, being known as Lot A. X 1,204,899.93 Y 191,747.85 (1) Thence by and with the said existing Corporate Limits Line and crossing E. Lincoln Avenue South nineteen degrees forty minutes thirty-seven seconds West ( $S 19^{\circ} 40' 37'' W$ ) thirty-nine decimal two, zero (39.20) feet to a point on the southerly right of way line of the said E. Lincoln Avenue. X 1,204,886.73 Y 191,710.94 (2) Thence by and with the southerly line of the said E. Lincoln Avenue South fifty-three degrees forty-two minutes fifty-two seconds East ( $S 53^{\circ} 42' 52'' E$ ) fifty-one decimal one, five (51.15) feet to a point. X 1,204,927.97 Y 191,680.67 (3) Thence crossing the said E. Lincoln Avenue North thirty-six degrees seventeen minutes eight seconds East ( $N 36^{\circ} 17' 08'' E$ ) forty decimal zero, zero (40.00) feet to a point at the southeasterly corner of the said Lot A. X 1,204,951.64 Y 191,712.91 (4) Thence by and with the easterly line of the said Lot A North thirty-six degrees eighteen minutes eight seconds East ( $N 36^{\circ} 18' 08'' E$ ) one hundred thirty-three decimal eight, nine (133.89) feet to a point at the northeasterly corner of the said Lot A X 1,205,030.91 Y 191,820.81 (5) Thence by and with the northerly line of the said Lot A North fifty-three degrees forty-one minutes fifty-two seconds West ( $N 53^{\circ} 41' 52'' W$ ) sixty-two decimal six, two (62.62) to a point on the said line of Lot A at its intersection with the existing Corporate Limits Line X 1,204,980.44 Y 191,857.89 (6) Thence by and with the said Corporate Limits Line South thirty-six degrees eleven minutes thirty-one seconds West ( $S 36^{\circ} 11' 31'' W$ ) one hundred thirty-six decimal three, five (136.35) feet to the point of beginning.

Annexation containing 0.245 acres (10,651 square feet), more or less.

## Exhibit C

### ANNEXATION PLAN FOR THE M & L RENTALS LLP – 535 LINCOLN AVENUE ANNEXATION TO THE CITY OF SALISBURY

July 12, 2021

This Annexation Plan is consistent with the Municipal Growth Element of the 2010 Comprehensive Plan adopted by the City of Salisbury. The following are milestones in the public review and consideration of the proposed Annexation which is the subject of this Annexation Plan:

- At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by M & L Rentals LLP (“**M & L**”), dated May 7, 2019 which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcel of land:
  - Map 0048, Grid 0004, Parcel 0242, consisting of 8,379 square feet of land, more or less, and having a premises address of 535 Lincoln Avenue, Salisbury, Maryland 21804, and further having a Tax Identification Number of 13-010846 (the “**M & L Property**”).
- At the December 17, 2020 Meeting of the Salisbury-Wicomico County Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the M & L Property and approved a favorable recommendation to the City for the proposed zoning of the M & L Property.
- On July 26, 2021, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the M & L Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City’s annexation of the M & L Property, as requested by the Annexation Petition submitted by M & L. Furthermore, at the \_\_\_\_\_ 2021, Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, within thirty (30) days of the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

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

**1.1. Petitioners for Annexation of the M & L Property.** M & L is the Petitioner for annexation of the M & L Property. All that certain real property defined herein as the M & L Property was conveyed unto M & L by Deed from Terry P. Sell, dated April 20, 1998 and recorded among the Land Records of Wicomico County, Maryland in Liber 1603, folio 0063.

**1.2. Location.** The M & L Property is located at the easterly limits of Salisbury and has a premises address of 535 Lincoln Avenue, Salisbury, Maryland 21804.

#### **1.3. Property Description; Reason for the Annexation Petition.**

- (a) The M & L Property consists of 8,379+/- square feet of land, as more particularly depicted and described by a Plat entitled “Annexation Plan of Lot A, Block A ‘Lin-Hill Village’ Camden Election District, Wicomico County, Maryland”, dated August 2020 and prepared by W. Bruce Wagner Property Line Surveyor, LLC (the “**Annexation Plat**”), which said Annexation Plat is intended to be recorded among the Plat Records of Wicomico County, Maryland following the City’s annexation of the M & L Property. (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*). The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses

and distances in that certain legal description attached hereto and incorporated herein as **Exhibit B** (the “**M & L Property Description**”).

- (b) The M & L Property is improved by one two-story single-family residential dwelling unit in the area of the Property as shown on the Annexation Plat. (See **Exhibit A**). The single-family dwelling unit on the M & L Property is already served by the City’s public water and sewer utilities. The Annexation Petition submitted by M & L arises from M & L’s desire to receive all available public services provided by the City to properties located within its municipal boundaries, including, but not limited to, residential garbage pick-up service.

**1.4. Existing Zoning.** All of the M & L Property is currently zoned R-8 Residential under the Wicomico County Code (the “**County Code**”). The property adjoining the M & L Property to the west is located within the municipal limits of the City and is identified as Map 115, Parcel 3287, having a premises address of 533 Lincoln Avenue, Salisbury, Maryland 21804 (“**533 Lincoln Avenue**”) and is zoned R-8 under the City of Salisbury City Code (the “**City Code**”). The property adjoining the M & L Property to the south is located outside of the municipal limits of the City and is identified as Map 0048, Parcel 237, having a premises address 534 Lincoln Avenue, Salisbury, Maryland 21804 (“**534 Lincoln Avenue**”), and the property adjoining the M & L Property to the east is also located outside of the municipal limits of the City and is identified as Map 0038, Parcel 0032, Block A, Lot, having a premises address of 537 Lincoln Avenue, Salisbury, Maryland 21804 (“**537 Lincoln Avenue**”); 534 Lincoln Avenue and 537 Lincoln Avenue are each located zoned R-8 Residential under the County Code.

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

### **2.1. Comprehensive Plan.**

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the “**Comprehensive Plan**”). The Comprehensive Plan sets forth the land use policies for all lands located within the City’s municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan. The M & L Property is located within the City’s designated Municipal Growth Area.
- (b) With respect to the City’s annexation of property, the goal of the City’s Comprehensive Plan is: “To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City.”

**2.2. Proposed Zoning for M & L Property.** Upon its annexation, the M & L Property is proposed to be zoned as “R-8”. Per Section 17.156.010 of the City Code, the purpose of the “R-8” zoning district is: “to preserve the character of both newly planned and established single-family residential areas in order to promote and to enhance the quality of life and environmental attributes which are an essential part of the city. The uses permitted in these districts are limited primarily to single-family residential. Selected nonresidential uses which provide a service to the residents of an area or which, by their nature, require a residential environment are permitted. Apartment developments, therefore, are incompatible because they generate an undue concentration of population and increased traffic which alter the predominantly single-family residential character of these areas.”

**2.3. Proposed Land Use for M & L Property.** Upon its annexation, the M & L Property will continue to be used for single-family residential purposes (i.e. the use of the M & L Property will be unchanged from its current use). Specifically, just as it is now, the M & L Property will be improved by a two-story single-family residential dwelling which M & L will make available for lease subject to all applicable City laws and

regulations, including, expressly, all applicable City laws governing building and property maintenance standards and all applicable City laws governing landlord and rental property registrations.

**3.0. THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PROPERTY.**

**3.1. Roads.** Currently, and following its annexation by the City, the M & L Property can be accessed by Lincoln Avenue.

**3.2. Water and Wastewater Treatment.** The M & L Property is located in a previously identified Urban Service District, and, pursuant to that certain Pre-Annexation Covenant and Agreement, dated May 7, 2019, by and between M & L and the City (the “**Pre-Annexation Agreement**”) (a copy of the Pre-Annexation Agreement is attached hereto and incorporated herein as *Exhibit C*), the M & L Property is already served by City water and sewer utilities and has been allocated one (1) equivalent dwelling unit (“**EDU**”) on the basis the M & L Property, and all improvements thereon, creates a demand for two hundred fifty (250) gallons of water per day. As set forth in Sections A and B of the Pre-Annexation Agreement, the City allowed the extension of existing water and sewer utilities outside the City’s municipal limits to serve the M & L Property prior to its annexation on the following conditions (all of which have been met and satisfied by M & L prior to the date hereof): **(i)** M & L submitted the Petition requesting the City’s annexation of the Property; and **(ii)** M & L paid all costs and fees associated with the connection of the M & L Property to City water and sewer utility services. As evidenced by the prior connection of the M & L Property to City water and sewer utility services, the City has no concerns about the feasibility or capacity to serve the M & L Property.

**3.3. Schools.** The M & L Property will not generate any additional pupil enrollment and will have no impact on school capacity.

**3.4. Parks and Recreation.** The City’s annexation of the M & L Property will have no impact on park and recreational facilities, nor will it generate a demand for park and recreational facilities.

**3.5. Fire, E.M., and Rescue Services.** The City of Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services (collectively “**fire and emergency services**”) to residents of the Salisbury Fire District. The M & L Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the M & L Property after its annexation into the City.

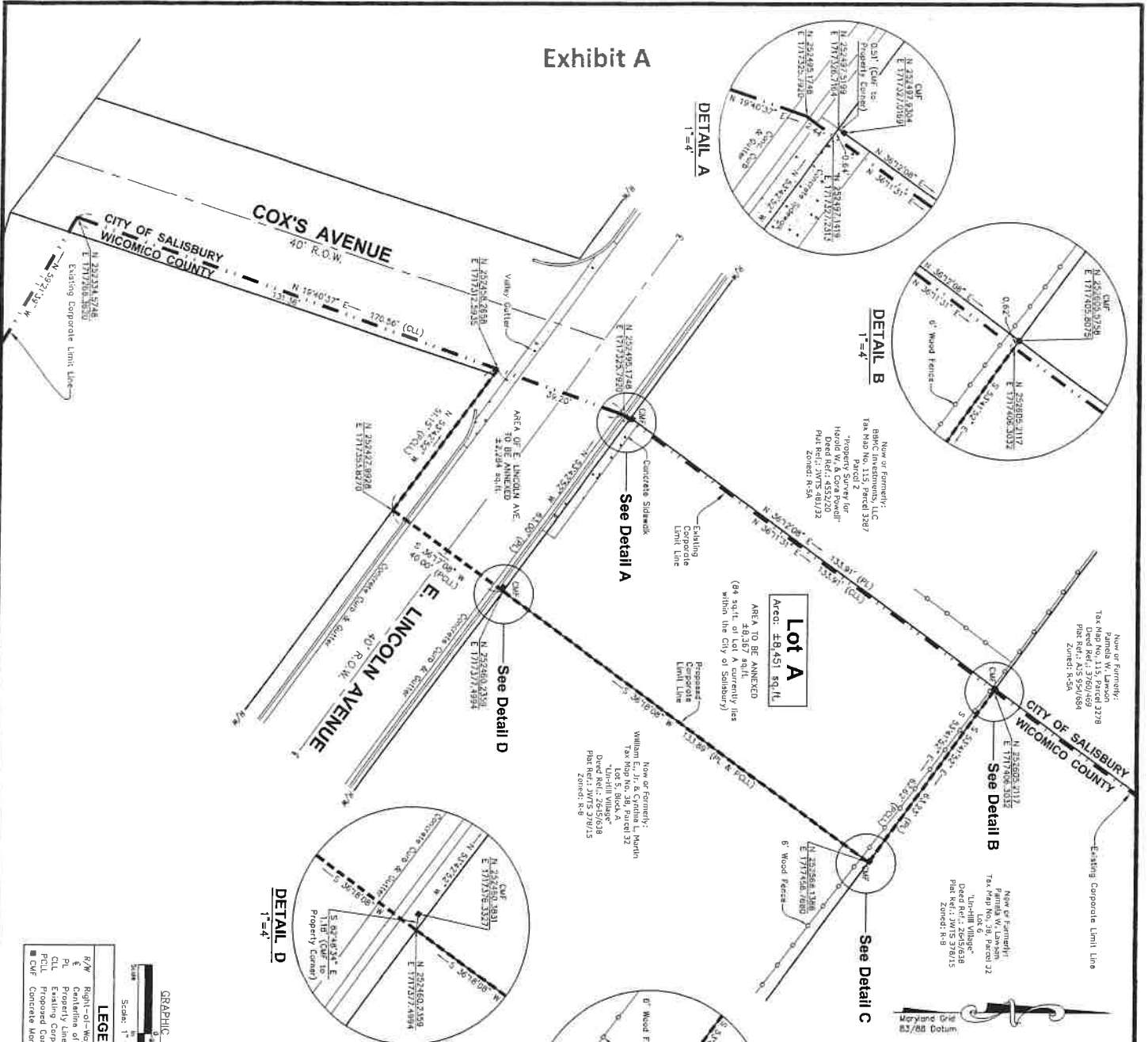
**3.6. Police.** The City of Salisbury Police Department will provide police services to the M & L Property.

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

**3.8. Waste Collection.** The City provides garbage and recycling collection for single-family residential dwellings located within the municipal limits. Upon annexation of the M & L Property, the City will provide municipal garbage and recycling collection services for the M & L Property, subject to any future development and/use of the M & L Property which requires garbage and recycling collection service from independent waste haulers.

**4.0. HOW DEVELOPMENT OF THE ANNEXED PROPERTY WILL RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.** The City’s annexation of the M & L Property is consistent with applicable Maryland and local law. The Annexation Petition does not arise from any development scheme for the M & L Property; indeed, as of the date of this Annexation Plan, there are no plans to develop (or redevelop) the M & L Property following its annexation, and any future development (or redevelopment) of the M & L Property will be subject to the review and approval of the Planning Commission. In this matter, M & L’s request for the City’s annexation of the M & L Property arises exclusively from the terms of the Pre-Annexation Agreement and from M & L’s desire to receive all City services, including garbage and recycling collection services, available to properties located within the City’s municipal limits.

# Exhibit A



REVISIONS	
Date	Issued for

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

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

**ANNEXATION PLAN**  
OF  
**LOT A, BLOCK A**  
**"LIN-HILL VILLAGE"**  
**CAMDEN ELECTION DISTRICT**  
**WICOMICO COUNTY, MARYLAND**



**PROFESSIONAL CERTIFICATION**

I certify that these documents were prepared by me, and that I am a duly licensed Professional Land Surveyor under the laws of the State of Maryland.

William Bruce Wagner  
Professional Land Surveyor  
License No. 470  
Expiration date: January 3, 2021

Date Printed: 8/12/2020

Sheet No. 1 of 1

## Exhibit B

### EAST LINCOLN AVENUE – M & L RENTALS, LLP

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being near the northerly right of way line of East Lincoln Avenue and also being near the southwesterly corner of the lands of M & L Rentals, LLP, being known as Lot A. X 1,204,899.93 Y 191,747.85 (1) Thence by and with the said existing Corporate Limits Line and crossing E. Lincoln Avenue South nineteen degrees forty minutes thirty-seven seconds West ( $S 19^{\circ} 40' 37'' W$ ) thirty-nine decimal two, zero (39.20) feet to a point on the southerly right of way line of the said E. Lincoln Avenue. X 1,204,886.73 Y 191,710.94 (2) Thence by and with the southerly line of the said E. Lincoln Avenue South fifty-three degrees forty-two minutes fifty-two seconds East ( $S 53^{\circ} 42' 52'' E$ ) fifty-one decimal one, five (51.15) feet to a point. X 1,204,927.97 Y 191,680.67 (3) Thence crossing the said E. Lincoln Avenue North thirty-six degrees seventeen minutes eight seconds East ( $N 36^{\circ} 17' 08'' E$ ) forty decimal zero, zero (40.00) feet to a point at the southeasterly corner of the said Lot A. X 1,204,951.64 Y 191,712.91 (4) Thence by and with the easterly line of the said Lot A North thirty-six degrees eighteen minutes eight seconds East ( $N 36^{\circ} 18' 08'' E$ ) one hundred thirty-three decimal eight, nine (133.89) feet to a point at the northeasterly corner of the said Lot A X 1,205,030.91 Y 191,820.81 (5) Thence by and with the northerly line of the said Lot A North fifty-three degrees forty-one minutes fifty-two seconds West ( $N 53^{\circ} 41' 52'' W$ ) sixty-two decimal six, two (62.62) to a point on the said line of Lot A at its intersection with the existing Corporate Limits Line X 1,204,980.44 Y 191,857.89 (6) Thence by and with the said Corporate Limits Line South thirty-six degrees eleven minutes thirty-one seconds West ( $S 36^{\circ} 11' 31'' W$ ) one hundred thirty-six decimal three, five (136.35) feet to the point of beginning.

Annexation containing 0.245 acres (10,651 square feet), more or less.



**PRE-ANNEXATION COVENANT AND AGREEMENT**

*for service connection to  
City of Salisbury Water/Sewer Mains*

THIS PRE-ANNEXATION COVENANT AND AGREEMENT ( hereinafter referred to as "Agreement") made and executed this 7<sup>th</sup> day of MAY, 2019, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter referred to as "City"), and M+L Rentals, LLP (hereinafter referred to as "Owner"):

WHEREAS, Owner is in the process of developing or performing construction on a tract of land (hereinafter referred to as "Property") located at 535 E. Lincoln Ave. (Address) \_\_\_\_\_ (Liber/Folio), located in a previously identified Urban Service District, but outside the City of Salisbury Corporate Limits, Wicomico County, State of Maryland, and has requested water and/or sewer utility service to the described Property utilizing City of Salisbury public utility mains.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties covenant and agree as follows:

- A. City will allow the extension of existing utilities outside the City corporate limits to serve the Property before annexation, but conditioned upon the agreement that the Owner shall petition for annexation of the Property into the City upon request by the City.
- B. Owner shall be responsible for all costs and fees associated with the connection of services as established by the policy of the City of Salisbury for utility construction and service connections. Owner shall make all required payments on a time schedule established by the City.
- C. Owner shall request service connection for both water and sewer utilities to the Property, when available.
- D. The Owner shall:
  1. Dedicate to the City all easements and rights-of-way needed to serve Property with water and/or sewer utilities.
  2. Prepare and submit executed deeds for utility easement and/or right-of-way, when needed.
  3. Pay fees to the City of Salisbury required for hookup, inspection, and other costs associated with providing water and sewer service to the Property.
  4. Prepare a site plan showing building proximity to other buildings and property lines, where needed. Plans shall be prepared with sufficient detail to allow the City to determine location of service to the existing or proposed buildings.

5. Submit a petition for annexation within thirty (30) days of receipt of an annexation request from the City.

6. Agree to pay for all costs associated with the annexation, including, but not limited to, advertising costs.

E. The City shall:

1. Review and accept or require modifications to site plans.
2. Provide municipal water and sewer service to the Property after receipt of fees and costs.
3. Accept for perpetual maintenance the public utility service between the public main and the sanitary cleanout, excluding the cleanout assembly.
4. Accept for perpetual maintenance the public utility service between the public main and the water meter assembly tailpiece, including the water meter and vault.

F. This Covenant and Agreement is, and shall be, binding upon the Owner, its successors, heirs, and assigns, and shall burden and run with the land. All future Owners shall be bound by this Covenant and Agreement. This Covenant and Agreement shall become null and void when the annexation of the Property into the City becomes effective.

WITNESS the hands and seals of the parties, the day and year set forth above.

ATTEST:

CITY OF SALISBURY

Kimberly R. Hulse

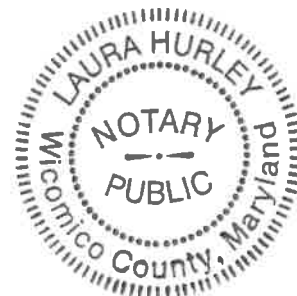
By: [Signature]

(SEAL)

Laura Hurley

(SEAL)

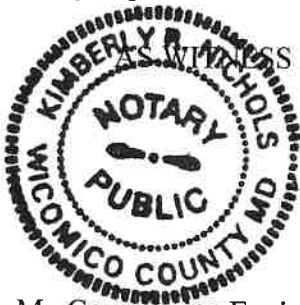
, Owner



Expires: 11/8/2020

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 9<sup>th</sup> day of MAY, 2019, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared Jacob R. Day, as Mayor for the CITY OF SALISBURY, a municipal corporation of the State of Maryland, and on their behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.



WITNESS my hand and Notarial Seal.

Kimberly R. Nichols  
NOTARY PUBLIC

My Commission Expires: 3-5-22

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of May, 2019, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared John Cannon, Owner, and (they/he/she) acknowledged the foregoing to be (their/his/her) respective act and deed.



WITNESS my hand and Notarial Seal.

Beverly R. Jure  
NOTARY PUBLIC

My Commission Expires: 8/15/22

I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

S. Mark Tilghman  
S. Mark Tilghman, Esquire



# City of Salisbury

Jacob R. Day, Mayor

To: Julia Glanz, City Administrator  
From: Amanda Pollack, P.E., Director of Infrastructure and Development  
Alyssa Hastings, Sustainability Specialist  
Date: July 23, 2021  
Re: Resolution – Park Amenity Donation and Tree Planting Policy

AP

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Attached is a Park Amenity Donation and Tree Planting Donation Policy. The Park Amenity Donation policy expands the current policy to allow donations in all City Parks. In addition to trees and benches, this policy also allows for residents and businesses to donate fixtures that add value to parks such as picnic tables, Little Free Libraries, refillable water bottle stations and drinking water stations. The maintenance funds will allow the Department of Field Operations - Parks Division to have additional revenue for maintenance of park facilities.

The Tree Planting Donation Policy will assist community groups and businesses that would like to schedule tree-planting events on City property, such as Chesapeake Utilities' plan to plant trees in Lake Street Park this Fall. By outlining the process and responsibilities associated with tree plantings, the policy will help to streamline the tree planting donation process and easily identify responsibilities and tree care standards for trees planted on City property.

The policy has support from both the Department of Infrastructure and Development as well as the Department of Field Operations. Additionally, at the July 22, 2021 City Parks and Recreation committee meeting, the committee voted unanimously to support the attached resolution and policy.

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



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ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

\_\_\_\_\_  
John R. Heath  
PRESIDENT, City Council

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jacob R. Day, Mayor

## Park Amenity Donation and Tree Planting Donation Policy

### Park Amenity Donations:

1. Park Amenities include trees, benches, picnic tables, water fountains and bottle filling stations, Little Free Libraries, and other fixtures located in City Parks and Playgrounds. This program is for installation of fixtures and trees in park and recreation areas.
2. The City of Salisbury has established this donation program to provide a way to memorialize or commemorate a loved one, organization, or special event.
3. The program is implemented by the Director of Infrastructure and Development (herein known as “Director”) with annual report to and reviewed by the Parks and Recreation Committee.
4. The costs for this program are as follows. Items included in this program can be added, updated, or removed by the annual fee ordinance or by revising this policy.
  - a. New Tree: \$400-700 (depending on size and actual costs)
  - b. New Bench: \$1,300
  - c. Existing Bench: \$200
  - d. Existing Tree: \$200
  - e. Fixtures: Minimum \$200 for maintenance plus actual cost of items.
5. The cost includes the item chosen, a certificate, tree tag (for trees), your name on the City’s website, installation to city standards, and maintenance for the expected lifetime of the item.
6. Fixture designs will be the City Standard to maintain quality control and to match existing park furnishings.
7. Donors may select native trees, generally 7-15 gallon from the native tree species referenced in [Appendix D of the City’s Tree Canopy Study](#). Memorial tree sponsors will receive a certificate of acknowledgement for their donation and a tree tag with a message of up to 200 characters. All inscriptions on the tree tag are subject to approval by the Director, or their designee.
8. The Department of Infrastructure and Development, with recommendation from the Parks and Recreation Committee and Field Operations Department, will develop a list and/or map of potential installation locations for donors to choose from. Most parks are available to receive donated fixtures and trees. Requests to deviate from the pre-approved locations must be reviewed by the Parks and Recreation Committee, Field Operations Department, and approved by the Director, or their designee.
9. The donor will provide the City with the exact inscription desired for the plaque for fixtures. The plaques can accommodate up to 200 characters. Simple inscriptions work best. All inscriptions are subject to approval by the Director, or their designee.
  - a. If vandalism to the plaque occurs, the memorial sponsor has a choice on whether they will replace the plaque at their own expense (i.e., cost of new plaque – est. \$25). The City has no responsibility to replace lost, stolen, or vandalized plaques or tree tags. If a memorial sponsor elects not to replace the damaged plaque, the City reserves the right to remove the damaged plaque.
10. The City has the duty to provide only routine maintenance and repair of a fixture. The City is not obligated to replace the fixture if it is stolen, worn out, irreparably damaged, or destroyed.
11. The City will replace any trees that do not survive during the first two years.

12. The Director will provide the donor with an agreement that states the donated item, location, cost and inscription text.
13. Once the agreement is signed and upon the receipt of payment, the City has up to six months to install the fixture or tree, dependent on availability. Once the fixture or tree is installed, the City will contact the donor to confirm installation.
14. The City reserves the right to relocate the fixture or tree if the use of the site changes or to ensure park visitor safety.
15. Maintenance funds, or funds received in excess of the installation cost, will be deposited in a Park Fixture & Tree Donation Program Fund to provide funding for future maintenance and guarantee of the fixtures and trees. Expenses from this Fund shall be reported annually to the Parks and Recreation Committee.

#### City of Salisbury Tree Planting Donation Policy

1. Community Groups, Nonprofits, and Businesses may work with the City to donate and plant trees on City Property.
2. The program is implemented by the Director of Infrastructure and Development (herein known as “Director”) with annual report to and reviewed by the Parks and Recreation Committee.
3. The groups interested in planting trees will work with the Departments of Field Operations and Infrastructure and Development, specifically, the City Sustainability Specialist and City Parks Supervisor, to determine location, number, and type of trees planted.
4. Approved tree species can be found in the [Appendix D of the City’s Tree Canopy Study](#).
5. The group must either plant the trees themselves or hire a contractor to plant the trees.
6. Trees must be planted per City and University of MD extension standards:  
<https://extension.umd.edu/resource/planting-tree-or-shrub>
7. The group must provide their own shovels, mulch, and any other material required for the tree planting such as gator bags if requested by City staff.
8. The City is not responsible for the maintenance and care of trees planted by community groups on City Property.
9. Permanent plaques will not accompany community tree plantings. Tree planting donations will be recognized on the City’s social media and website.
10. The Director will provide the community group with an agreement that states the donated items, location, date of plantings and indemnity clause.
11. The donor group releases, indemnifies, defends and saves harmless the City and its officers, employees and agents from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, whether known or unknown, including interest and attorneys’ fees, in any way connected to any injury to any person, including death, or damage to any property or any loss to the City or third parties arising from the tree plantings. This release and indemnity specifically include the obligation of donor group to perform any remedial or other activities required or ordered by any properly empowered government official, or otherwise reasonably necessary to avoid injury or liability to any person or to prevent the spread of pollution originating thereon.





**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** August 16, 2021  
**Subject:** Declaration of Surplus  
Mitchell Landing Apartments

The Department of Procurement received a request from City Administration to declare City-owned real property as surplus for the purpose of a sale disposition. This property, located at 135 Mitchell Road, and identified as Mitchell Landing Apartments, has a location map, SDAT sheet and SDAT map attached.

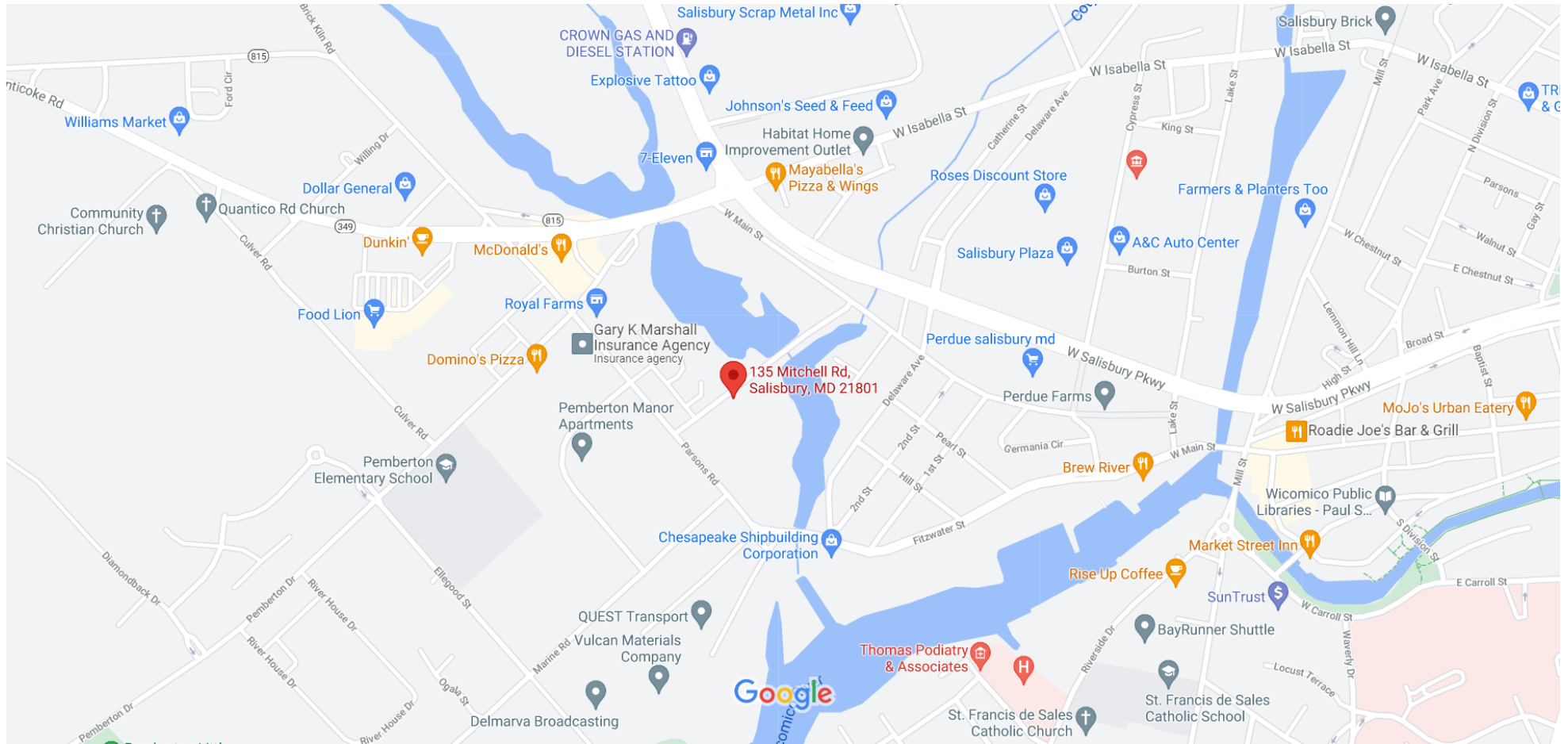
This 2.68 acre property currently has five buildings – four buildings which contain 6 apartments each for a total of 24 apartments, and a management office / laundry room / community room building. Each apartment building includes four 3-bedroom units and two 2-bedroom units. City Administration has determined that it is in the best interest of the City to divest of its ownership responsibility and therefore offer this parcel to the public for sale and revitalization.

Pursuant to Chapter 2.36 of the Salisbury, Maryland, Code of Ordinances, City-owned real property must be deemed surplus by the Director of Procurement, who is then to make a recommendation to City Council as to the sale or disposition of such real property. If approved by Council, the Department of Procurement shall then be directed to invite bids or proposals for development or prepare an advertisement for auction sale.

The Department of Procurement hereby requests Council's approval to declare this parcel surplus, and to allow the City to proceed with the disposition as noted.

Attachments: 3

Google Maps 135 Mitchell Rd



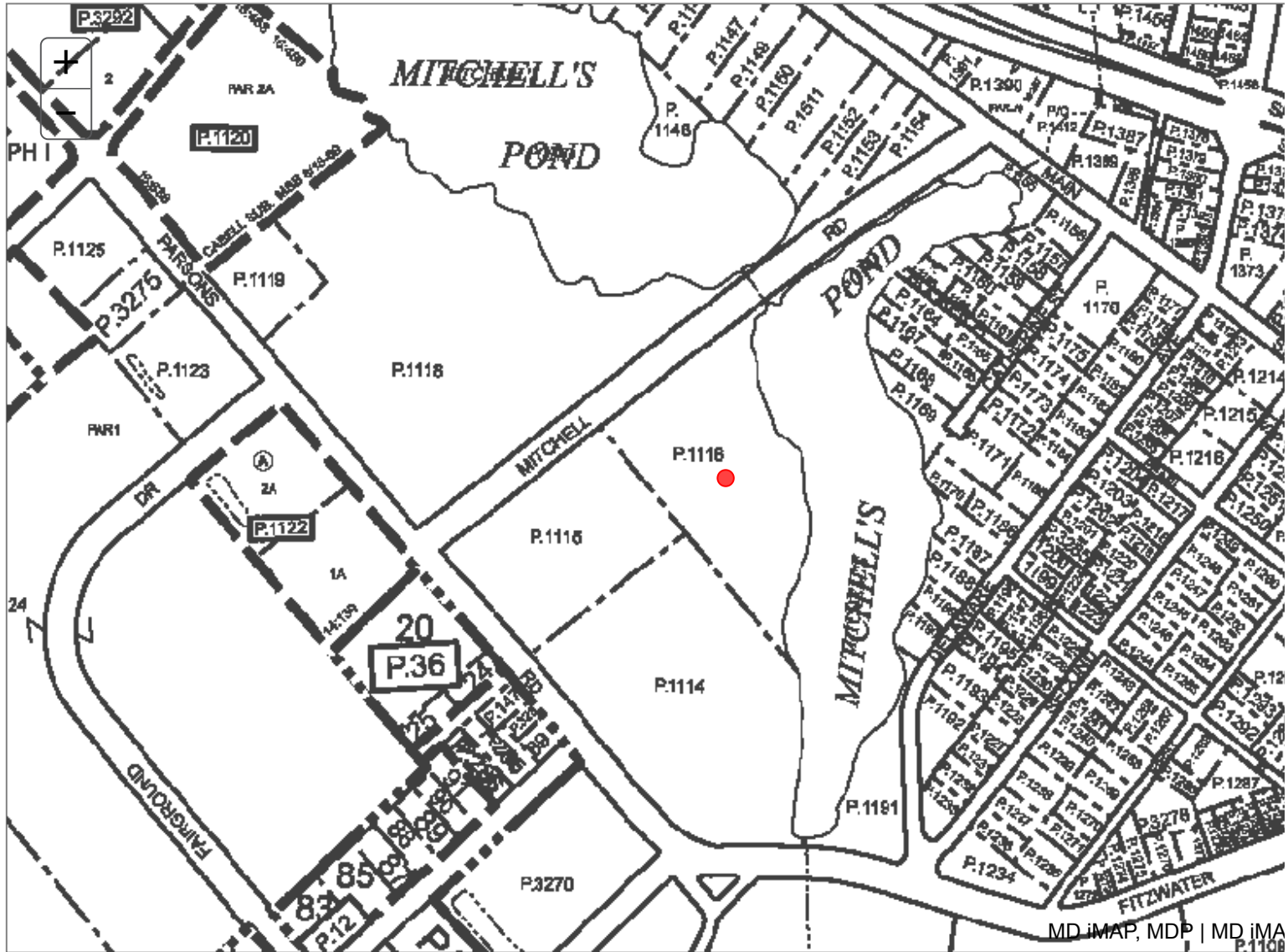
Map data ©2021 500 ft

## Real Property Data Search

## Search Result for WICOMICO COUNTY

View Map			View GroundRent Redemption				View GroundRent Registration			
Special Tax Recapture: None										
Account Identifier:			District - 09 Account Number - 056238							
Owner Information										
Owner Name:			CITY OF SALISBURY				Use:		EXEMPT COMMERCIAL	
Mailing Address:			125 N DIVISION ST SALISBURY MD 21801-5030				Principal Residence:		NO	
							Deed Reference:		/01023/ 00046	
Location & Structure Information										
Premises Address:			135 MITCHELL RD SALISBURY 21801-0000				Legal Description:		BL 1 L 41A-2.68AC 135 MITCHELL RD MITCHELL PARK RESUB	
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	
0106	0014	1116	10003.23	0000		1	41A	2021	Plat Ref:	
Town: SALISBURY										
Primary Structure Built			Above Grade Living Area		Finished Basement Area			Property Land Area		County Use
1992			21,008 SF					2.6800 AC		
Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements			
		OFFICE BUILDING	/	C2						
Value Information										
			Base Value		Value		Phase-in Assessments			
					As of		As of		As of	
					01/01/2021		07/01/2020		07/01/2021	
Land:			160,800		160,800					
Improvements			902,000		902,600					
Total:			1,062,800		1,063,400		1,062,800		1,063,000	
Preferential Land:			0		0					
Transfer Information										
Seller: SALISBURY BRICK CO				Date: 10/29/1984				Price: \$200,000		
Type: NON-ARMS LENGTH OTHER				Deed1: /01023/ 00046				Deed2:		
Seller:				Date:				Price:		
Type:				Deed1:				Deed2:		
Seller:				Date:				Price:		
Type:				Deed1:				Deed2:		
Exemption Information										
Partial Exempt Assessments:			Class		07/01/2020			07/01/2021		
County:			610		1,062,800.00			1,063,000.00		
State:			610		1,062,800.00			1,063,000.00		
Municipal:			610		1,062,800.00 1,063,000.00			1,062,800.00 1,063,000.00		
Special Tax Recapture: None										
Homestead Application Information										
Homestead Application Status: No Application										
Homeowners' Tax Credit Application Information										
Homeowners' Tax Credit Application Status: No Application						Date:				

**District: 09      Account Number: 056238**



The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at [www.plats.net](http://www.plats.net) (<http://www.plats.net>).

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at <http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx> (<http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx>).