



CITY OF SALISBURY CITY COUNCIL AGENDA

MARCH 13, 2023

6:00 p.m.

Government Office Building, Room 301, Salisbury, Maryland and Zoom Video Conferencing

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:02 p.m. INVOCATION- Bishop J. Anthony Dickerson, Greater Mt. Olive Baptist Church
- 6:04 p.m. PROCLAMATIONS / CERTIFICATES- Mayor John R. Heath
- Salisbury Elite Football Team
- 6:19 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:20 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- February 6, 2023 Closed Session Minutes (separate email)
 - February 6, 2023 Work Session Minutes
 - February 6, 2023 Special Meeting Minutes
 - February 13, 2023 Council Meeting Minutes
 - February 13, 2023 Closed Session Minutes (A) (separate email)
 - **Resolution No. 3232-** to approve the appointment of LaTanya Christopher to the TRUTH Committee for term ending March 2026
 - **Resolution No. 3233-** to approve the appointment of Dr. Samuel Henry III to the TRUTH Committee for term ending March 2026
 - **Resolution No. 3234-** to approve the appointment of Miya Horsey to the Board of Appeals for term ending March 2026
 - **Resolution No. 3235-** to approve the re-appointment of Karen Lutz to the Zoo Commission for term ending March 2026
 - **Resolution No. 3236-** to approve the appointment of Demetria Marshall to the Human Rights Advisory Committee for term ending March 2025
 - **Resolution No. 3237-** to approve the re-appointment of Sharon Murphy to the Friends of Poplar Hill Board of Directors for term ending March 2026
 - **Resolution No. 3238-** to approve the re-appointment of Donald Pulver to the Zoo Commission for term ending March 2026
 - **Resolution No. 3239-** to approve the appointment of Kat Savoy to the TRUTH Committee for term ending March 2026
- 6:25 p.m. **PUBLIC HEARINGS**
- John Deere Drive- Salisbury 50 Annexation- City Administrator Andy Kitzrow**

- **Resolution No. 3199**- proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the Corporate Limits of the City of Salisbury to be known as “John Deere Drive-Salisbury 50 Annex, LLC Annexation”
- **Resolution No. 3200**- proposing the annexation plan for the “John Deere Drive-Salisbury 50 Annex, LLC Annexation”

Rezoning 401 & 409 Snow Hill Road- City Attorney Ashley Bosché

- **Ordinance No. 2778**- 2nd reading- to rezone two properties located at 401 Snow Hill Road and 409 Snow Hill Road from R-10 Residential to General Commercial

6:40 p.m. ORDINANCES- City Attorney Ashley Bosché

- **Ordinance No. 2780**- 2nd reading- approving a budget amendment of the City’s Special Revenue Fund Budget and to accept and appropriate donated funds from the Bless Our Children Campaign for the Santa’s Workshop Program
- **Ordinance No. 2781**- 2nd reading- to accept grand funds from the Community Foundation of the Eastern Shore in the amount of \$7,500 for the Summer Youth Employment Program
- **Ordinance No. 2782**- 2nd reading- to accept additional SFY 2023 Homelessness Solutions Program funding in the amount of \$9,574 and to approve a budget amendment to the grant fund to appropriate these funds for the Homeless Services Case Specialist Position
- **Ordinance No. 2783**- 1st reading- to set Billboard License fee for FY 2023 and thereafter unless and until subsequently revised or changed
- **Ordinance No. 2784**- 1st reading- authorizing the Mayor to transfer from the General Fund and appropriate funds for the Government Office Building #1 and #2 Project in the General Capital Project Fund
- **Ordinance No. 2785**- 1st reading- amending Sections 17.136.010, 17.136.030 and 17.136.050 of the Salisbury City Code to permit additional residential uses and revise development standards for Harbor Pointe Phase III

7:05 p.m. PUBLIC COMMENTS

7:10 p.m. ADMINISTRATION and COUNCIL COMMENTS

7:15 p.m. ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk’s Office, Room 305 – City/County Government Office Building, 410-548-3140 or on the City’s website www.salisbury.md. City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council’s meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.

NEXT COUNCIL MEETING – MARCH 27, 2023

- Resolution No._ to appoint D’Shawn Doughty to the Board of Appeals
- Resolution No._ to appoint Charvaye Hutchins-Carter to the Youth Development Advisory Committee
- Resolution No._ to appoint James Yamakawa to the TRUTH Committee
- Resolution No._ to re-appoint Linda Wainer to the Zoo Commission
- **Ordinance No. 2783**- 2nd reading- to set Billboard License fee for FY 2023 and thereafter unless revised or changed
- **Ordinance No. 2784**- 1st reading- authorizing the Mayor to transfer from the General Fund and appropriate funds for the Government Office Building #1 and #2 Project in the General Capital Project Fund

Join Zoom Meeting

<https://us02web.zoom.us/j/88163253286?pwd=K3RtZUhUMHNucDRPU2IHbnROQzZVUT09>

Meeting ID: 881 6325 3286

Passcode: 812389

Phone: 1.301.715.8592

1 CITY OF SALISBURY
2 WORK SESSION
3 FEBRUARY 6, 2023
4

5 Public Officials Present
6

Council President Muir Boda
Council Vice-President April Jackson
Councilwoman Michele Gregory

Mayor John R. Heath
Councilwoman Angela Blake

7
8 In Attendance
9

10 City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Building Official Bill
11 Holland, City Planner Brian Soper, City Clerk Kimberly Nichols, Attorneys Ashley Bosche and
12 Laura Hay (via Zoom), and interested members of the public.

13 -----
14 On February 6, 2023 the Salisbury City Council convened at 4:30 p.m. in a hybrid Work
15 Session in Council Chambers and on Zoom. President Boda called for a motion to
16 convene in Closed Session to consider the acquisition of real property for a public
17 purpose and matters directly related thereto under the authority of the Maryland Open
18 Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b)(3).
19 Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous (4-0 vote).
20

21 At 5:29 p.m., upon a motion and seconded by Ms. Blake and Ms. Gregory, respectively,
22 and approved by unanimous vote in favor, the Closed Session adjourned and Council
23 convened in Work Session at 5:38 p.m. President Boda reported that Council had met in
24 Closed Session and discussed a potential lease agreement and contract or award of bid.
25

26 The following is a synopsis of the items discussed in Work Session.
27

28 **Introduction of John Deere Drive- Salisbury 50 Annexation**
29

30 Building Official Bill Holland explained the proposed annexation consisted of 16 ½
31 acres. The developer planned to build a business park with fee simple lots as identified
32 in the annexation plan. The annexation went to the Planning Commission in August 2022
33 and received a favorable recommendation to be rezoned as mixed use, non-residential.
34 Once developed, the property value would be approximately \$9,048,000.00, and property
35 taxes an estimated \$89,000.00. The approximate net fiscal impact of the annexation
36 would be \$56,200.00. Mr. Holland recommended to move forward with the annexation.
37

38 Council reached unanimous consensus to advance the annexation to legislative session.
39

40 **Milton Drive road closure**
41

42 City Planner Brian Soper explained Milton Drive was currently a paper street. The idea
43 to close the street began with the desire to develop a storage unit on one of the adjoining

44 lots. Once the road was closed, it would be split down the middle with the properties
45 deeded back to the adjoining owners. The recommendation was to close the paper street.

46
47 Council reached unanimous consensus to advance the legislation to legislative agenda.
48

49 **Rezoning 401 and 409 Snow Hill Road**

50
51 Mr. Soper said the owner of Back Street Grill at 401 Snow Hill Road purchased the adjoining
52 residential lot to expand his business. Upon reviewing the zoning with him, an error was
53 discovered in the GIS coding of the original 2010 Comprehensive Plan. The properties should
54 have been shown as Commercial land Use to be consistent with the rest of the corridor, as it was
55 not the City’s intent to encourage residential uses and properties along Snow Hill Road. Because
56 of the Comp Plan, the owner was not afforded the opportunity to rezone his property as it should
57 have been. This was a mistake and it met all of the criteria as listed per the Zoning Code and
58 state recommendations. The rezoning received a unanimous favorable recommendation from the
59 Planning Commission at their December 15, 2022 meeting to move forward.

60
61 Council reached unanimous consensus to advance the legislation to legislative agenda.
62

63 **Comments**

64
65 Mayor Heath said the blood supply was still low and the Blood Bank had changed some
66 rules regarding eligibility. He encouraged those interested to please check the rules.
67

68 Ms. Glanz recognized the Council on their 2020 adoption of an inclusive bathroom bill
69 requiring single sue restrooms to have gender-neutral signage. She was going to testify
70 on behalf of Salisbury.
71

72 Ms. Gregory encouraged those who had not received their boosters yet to do so.
73

74 Ms. Jackson said there was a new COVID variant. Please protect yourselves.
75

76 Ms. Blake asked for those who were healthy enough to consider donating blood.
77

78 Mayor Heath asked for prayers for his granddaughter who was deployed overseas.
79

80 **Adjournment / Convene in Special Meeting**

81
82 With no further business to discuss, President Boda adjourned the Work Session at 5:50
83 p.m. and Council immediately convened in the scheduled Special Meeting.
84

85 _____
86 City Clerk

87 _____
88 _____
89 Council President

1 **CITY OF SALISBURY, MARYLAND**

2
3 **SPECIAL MEETING**

FEBRUARY 6, 2023

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President Muir W. Boda* *Mayor John R. Heath*
8 *Council Vice President April Jackson* *Councilwoman Angela M. Blake*
9 *Councilwoman Michele Gregory*

10
11 **IN ATTENDANCE**

12
13 *City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, City Attorney Ashley*
14 *Bosche and City Clerk Kimberly Nichols*

15
16 *****
17 *The City Council convened in Open Session in Council Chambers of the Government Office*
18 *Building on February 6, 2023 at 4:30 p.m. and voted to convene in Closed Session. Upon the*
19 *adjournment of the Closed Session at 5:29 p.m., Council convened in the regularly scheduled*
20 *Work Session at 5:38 p.m. The Work Session adjourned at 5:50 p.m. and Council immediately*
21 *convened in the Special Meeting.*

22
23 **ADOPTION OF LEGISLATIVE AGENDA**

24
25 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve the Special*
26 *Meeting agenda as presented.*

27
28 **RESOLUTION-** *presented by City Administrator Julia Glanz*

- 29
30 • **Resolution No. 3212-** *to authorize the Mayor to enter into, on behalf of the City of*
31 *Salisbury, a contract of sale with Mentis Lot 10, LLC, setting forth the terms and*
32 *conditions governing the sale of 111 Poplar Hill Avenue, Salisbury, MD*

33
34 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve*
35 *Resolution No.. 3212.*

36
37 **ADJOURNMENT**

38
39 *With no further business to discuss, the Special Meeting adjourned at 5:58 p.m.*

40
41 _____
42 *City Clerk*

43
44 _____
45 *Council President*

CITY OF SALISBURY, MARYLAND

REGULAR MEETING

FEBRUARY 13, 2023

PUBLIC OFFICIALS PRESENT

Council President Muir W Boda

Mayor John R. Heath

Council Vice President April Jackson

Councilwoman Angela M. Blake

Councilwoman Michele Gregory

IN ATTENDANCE

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Procurement Director Jennifer Miller, City Attorney Ashley Bosche, City Clerk Kimberly Nichols, and members of the public

CITY INVOCATION – PLEDGE OF ALLEGIANCE

The City Council met in regular session at 6:00 p.m. via Zoom and in person. Council Vice President April Jackson reported that Council had convened in Closed Session to discuss appending contract. The Closed Session adjourned at 5:58 p.m. upon a motion and seconded by Ms. Blake and Ms. Gregory, respectively and unanimously approved on a 3-0 vote.

Council President Muir W. Boda called the meeting to order. After the recital of the pledge to the flag, he invited Bishop J. Anthony Dickerson of the Greater Mt. Olive Full Gospel Baptist Church to the podium to provide the City Invocation.

PROCLAMATIONS- presented by Mayor John R. Heath

Tri-County Martin Luther King Day

Mayor Heath presented the Proclamation to declare January 26, 2023 as Tri-County Martin Luther King Day. He noted the first time he read it was at the 38th Annual Tri-County Rev. Dr. Martin Luther King Birthday Celebration that Council attended in January. Born January 15, 1929, Rev. Dr. Martin Luther King become a Baptist minister, Nobel Peace Prize winner, and civil rights leader who championed justice and equality through non-violent, civil actions on his strong Christian values. His eloquent “I have a dream” speech on the Lincoln Memorial on August 28, 1963 contained powerful words that still resonate more than fifty years later. Rev. Dr. Martin Luther King’s birthday was a day in which all Americans can observe his birthday as a day of service to others.

Black History Month

Mayor Heath presented the Proclamation to declare February 2023 as Black History Month in the City. Black History Month was recognized each February to celebrate the contributions people of Black descent have made to our country. The achievements of African Americans in the Arts, Civil Rights, education, entertainment, government, history, law, literature, medicine, military, music, politics, science, sports and other endeavors were noted. He encouraged all people to stand in the gap every opportunity to eliminate barriers with fearlessness and determination and to empower Black people to protect their health and wellness.

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ADOPTION OF LEGISLATIVE AGENDA

Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous (4-0 vote) to approve the legislative agenda as presented.

CONSENT AGENDA- *presented by City Clerk Kimberly Nichols*

The Consent Agenda, consisting of the following items, was unanimously approved (4-0 vote) on a motion and second by Ms. Gregory and Ms. Blake, respectively.

- *January 3, 2023 Special Meeting Minutes*
- *January 3, 2023 Work Session Minutes*
- *January 9, 2023 Council Meeting Minutes*
- *January 9, 2023 Closed Session Minutes (separate email)*
- *January 17, 2023 Work Session Minutes*
- *January 17, 2023 Special Meeting Minutes*
- *January 17, 2023 Closed Session Minutes (separate email)*
- *January 23, 2023 Council Meeting Minutes*
- *January 23, 2023 Special Work Session Minutes*
- *January 23, 2023 Closed Session Minutes (separate email)*
- ***Resolution No. 3213-*** *to approve the re-appointment of Amy Crouse to the Disability Advisory Committee for term ending February 2026*
- ***Resolution No. 3214-*** *to approve the re-appointment of James Thomas to the Salisbury/Wicomico Planning Commission for term ending February 2028*
- ***Resolution No. 3215-*** *to approve the appointment of William Lowery to the Friends of Poplar Hill Board of Directors for term ending February 2026*
- ***Resolution No. 3216-*** *to approve the appointment of Timothy Stock to the Ethics Commission for term ending February 2027*
- ***Resolution No. 3217-*** *to approve the appointment of David Thompson to the Youth Development Advisory Committee for term ending February 2026*

President Boda thanked those present for volunteering to serve on the City boards and committees.

AWARD OF BIDS- *presented by Procurement Director Jennifer Miller*

The following items were unanimously approved on a motion and seconded by Ms. Blake and Ms. Jackson, respectfully:

Award of Bid(s)

- | | |
|--|---------------------------|
| 1. ITB 23-114 Refuse Truck (qty=2) | \$797,369.60 |
| 2. ITB A-23-110 Citywide Electrical Services | \$225,000.00 (3 yr. est.) |

Declaration of Surplus

- | | |
|---|---------|
| 1. Salisbury Police Department- duty weapon | \$ 1.00 |
|---|---------|

95 **PUBLIC HEARINGS-** *Sharen Drive-Ocean Isle Annexation-* presented by City Administrator Julia
96 Glanz

- 97
- 98 • **Resolution No. 3159-** *proposing the annexation to the City of Salisbury of a certain area of*
99 *land situate contiguous to and binding upon the easterly corporate limit of the City of*
100 *Salisbury, to be known as the “Sharen Drive Annexation”*

101

102 *Ms. Blake moved and Ms. Gregory seconded to approve Resolution No. 3159.*

103

104 *City Administrator Glanz presented the resolution.*

105

106 *President Boda opened the Public Hearing at 6:24 p.m., and as there were no requests to*
107 *speak, immediately closed the Public Hearing.*

108

109 *Resolution No. 3159 was approved by unanimous vote in favor.*

- 110
- 111 • **Resolution No. 3160-** *proposing the annexation plan to the City of Salisbury of a certain*
112 *area of land situate to be known as the “Sharen Drive Annexation”*

113

114 *Ms. Blake moved and Ms. Jackson seconded to approve Resolution No. 3160.*

115

116 *Ms. Glanz presented the resolution.*

117

118 *President Boda opened the Public Hearing at 6:27 p.m., and as there were no requests to*
119 *speak, immediately closed the Public Hearing.*

120

121 *Resolution No. 3160 was approved by unanimous vote in favor.*

122

123 **RESOLUTIONS-** presented by City Administrator Julia Glanz

- 124
- 125 • **Resolution No. 3199-** *proposing the annexation to the City of Salisbury of a certain*
126 *area of land contiguous to and binding upon the Corporate Limits of the City of*
127 *Salisbury to be known as “John Deere Drive-Salisbury 50 Annex, LLC Annexation”*

128

129 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve*
130 *Resolution No. 3199.*

- 131
- 132 • **Resolution No. 3200-** *proposing the annexation plan of a certain area of land contiguous*
133 *to and binding upon the corporate limits of the City of Salisbury to be known as “John*
134 *Deere Drive-Salisbury 50 Annex, LLC Annexation”*

135

136 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve*
137 *Resolution No. 3200.*

- 138
- 139 • **Resolution No. 3218-** *to authorize the Mayor to enter into, on behalf of the City of*
140 *Salisbury, a deed for the abandonment of an unimproved paper road*

141
142 *Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous to approve*
143 *Resolution No. 3218.*

- 144
145 • **Resolution No. 3219-** *to authorize the Mayor to enter into, on behalf of the City of*
146 *Salisbury, a deed for the abandonment of an unimproved paper road*

147
148 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve*
149 *Resolution No. 3219.*

150
151 **PUBLIC HEARINGS-** *presented by City Attorney Ashley Bosché*

- 152
153 • **Ordinance No. 2758-** *2nd reading- pursuant to Chapters 17.108, 17.228 and 17.119.070*
154 *of Title 17, Zoning, of the Salisbury Municipal Code, and Title 4, Zoning of the Land Use*
155 *Article of the Annotated Code of Maryland, for the purpose of amending Section 17.119.020*
156 *of the Salisbury City Code by adding to the area of Planned Development District No. 1-*
157 *Roberton Farm (PDD No..1) two lots totaling 3.55 acres which together are on the North*
158 *side of and binding on Sharen Drive, the South side of and binding on Old Ocean City*
159 *Road-MD Route 346, the East side of and binding on the current corporate line of the City*
160 *of Salisbury also being the current westerly line of PDD No. 1 and West of but not binding*
161 *upon Phillip Morris Drive and more particularly described in Exhibit A*

162
163 *Ms. Gregory moved and Ms. Jackson seconded to approve Ordinance No. 2758.*

164
165 *City Attorney Bosché presented the ordinance.*

166
167 *President Boda opened the Public Hearing at 6:37 p.m., and as there were no requests to*
168 *speak, immediately closed the Public Hearing.*

169
170 *Ordinance No. 2758 for second reading was approved by unanimous vote in favor.*

- 171
172 • **Ordinance No. 2769-** *2nd reading- to amend Salisbury City Code to combine the Housing*
173 *Board of Adjustment and Appeals, the Building Board of Adjustment and Appeals, and the*
174 *Board of Zoning Appeals into a new board known as “Board of Appeals”*

175
176 *Ms. Jackson moved and Ms. Gregory seconded to approve Ordinance No. 2769.*

177
178 *City Attorney Bosché presented the ordinance.*

179
180 *President Boda opened the Public Hearing at 6:39 p.m., and as there were no requests to*
181 *speak, immediately closed the Public Hearing.*

182
183 *Ordinance No. 2769 for second reading was approved by unanimous vote in favor.*

184
185 **ORDINANCES-** *presented by City Attorney Ashley Bosché*

- 186 • **Ordinance No. 2773**- 2nd reading- to appropriate funds for the Restore Paleo Well Field
187 project
188
189 Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve
190 Ordinance No. 2773 for second reading.
191
- 192 • **Ordinance No. 2774**- 2nd reading- to appropriate funds for the Town Square project and for
193 the purchase of vehicles
194
195 Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve
196 Ordinance No. 2774 for second reading.
197
- 198 • **Ordinance No. 2775**- 2nd reading- to accept grant funds for the design of the Rail Trail,
199 Phase 2 & 3, Construction of Armstrong Parkway Rail Trail Connector and a citywide
200 pedestrian and bike counting program; and to approve a budget amendment to allocate said
201 funds for purposes of implementation
202
203 Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve
204 Ordinance No. 2775 for second reading.
205
- 206 • **Ordinance No. 2776**- 2nd reading- to accept Maryland State Board of Public Works funds
207 in the amount of 350,000, and to approve a budget amendment to the grant fund to
208 appropriate these funds for the construction of the Truitt Community Center Expansion
209 project
210
211 Ms. Gregory moved, Ms. Jackson seconded, and the vote was unanimous to approve
212 Ordinance No. 2776 for second reading.
213
- 214 • **Ordinance No. 2777**- 2nd reading- authorizing the Mayor to transfer from the Revolving
215 Fund, transfer from the Water Sewer Fund, and appropriate funds for the Raw Water Line
216 at Naylor Mill Project in the Water Sewer Capital Project Fund
217
218 Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance
219 No. 2777 for second reading.
220
- 221 • **Ordinance No. 2778**- 1st reading- to rezone two properties located at 401 Snow Hill
222 Road and 409 Snow Hill Road from R-10 Residential to General Commercial
223
- 224 • Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve
225 Ordinance No. 2778 for first reading.

226 **PUBLIC COMMENTS**

227
228 There were no requests for public comments.
229

230 **ADMINISTRATION AND COUNCIL COMMENTS**

231
232 *Mayor Heath announced that the City had 34 openings on the Boards and Commissions. He*
233 *encouraged anyone having interests to please apply to serve on one of them. He also reminded*
234 *everyone that there was a blood shortage on Delmarva, and the rules were changed. There were*
235 *more eligible people now who could donate.*

236
237 *Ms. Blake asked those healthy enough to donate blood. One pint of blood could save three lives. She*
238 *urged the public to adopt a pet and support the local Humane Society, as there were many needing*
239 *love and a family. She noted that District 5 was one of the largest development areas and noted that*
240 *the Sharen Drive annexation report indicated they were populating it with storage. She asked for a*
241 *report for each annexation. The Fire, Police, Water & Sewer and other services were also charged*
242 *to serve the area. She requested from Administration a map showing the recent developments.*

243
244 *Ms. Gregory reminded all to get their boosters or vaccination because as the weather warmed up*
245 *people would be gathering more, and it was important to look out for your friends and loved ones.*

246
247 *Vice President Jackson wished a happy birthday to her granddaughter who was 10 years old today.*
248 *She commented on Black history, saying there were many proponent people in Salisbury. Delegate*
249 *Sheree Sample-Hughes, Speaker Pro Tempore, was the first African American woman on the*
250 *Wicomico County Council and first African American woman from the Eastern Shore to be elected*
251 *to serve as Delegate. Delegate Rudy Cane was the first African American to represent the Eastern*
252 *Shore in the House of Delegates. Dr. Charles Chipman left the legacy of the Chipman Center,*
253 *named after him, and appeared on the Rt. 13 mural and his wife was on the VFW Post #10159*
254 *mural. All of them were wonderful role models for our young people. Growing up, she recalled that*
255 *Lake Street used to have many prominent African American owned businesses. She added that*
256 *Governor Wes Moore and Vice President Kamala Harris were also part of Black history, and she*
257 *wanted to keep the rich, Black history alive in the City of Salisbury and Wicomico County.*

258
259 *President Boda remarked that the MD Folk Festival would be held September 22-24, 2023. The*
260 *festival could use all the help they could get, and volunteers could sign up at MDFOkFest.com.*

261
262 **MOTION TO CONVENE IN CLOSED SESSION**

263
264 *With no further business to discuss, at 6:56 p.m. President Boda called for a motion to convene in*
265 *Closed Session. Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous (4-0).*

266
267 **MOTION TO CLOSE THE CLOSED SESSION / CONVENE IN OPEN SESSION**

268
269 *At 9:41 p.m. upon a motion and seconded by Ms. Blake and Ms. Gregory, the Closed Session*
270 *adjourned and Council immediately convened in Open Session whereby President Boda reported*
271 *that Council had met in Closed Session and discussed an appointment of a staff member.*

272
273 *The Open Session was then immediately adjourned.*

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CITY OF SALISBURY, MARYLAND
CLOSED SESSION
JANUARY 23, 2023

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TIME & PLACE: 6:49 p.m., Council Chambers, Government Office Building & Zoom
PURPOSE: to discuss a matter directly related to a negotiating strategy or proposal
VOTE TO CLOSE: Unanimous (5-0)
CITATION: Annotated Code of Maryland §3-305(b)(14)
PRESENT: Council President John “Jack” R. Heath, Mayor Jacob R. Day, Council Vice-President Muir Boda, Councilwoman April Jackson, Councilwoman Michele Gregory, Councilwoman Angela M. Blake (Zoom), City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Procurement Director Jennifer Miller, City Attorney Ashley Bosché, City Clerk Kimberly Nichols

The City Council convened in Legislative Session at 6:00 p.m. in Council Chambers of the Government Office Building and via Zoom Video Conferencing. At 6:49 p.m. President Boda called for a motion to enter into Closed Session to discuss a matter directly related to a negotiating strategy in accordance with the Annotated Code of Maryland §3-305(b)(14).

Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous (5-0) to convene in Closed Session.

Ms. Miller updated Council on the details regarding the proposal and negotiations involved in the sale of property. After discussion, Council reached unanimous consensus for Ms. Miller to include the contract as an Award of Contract in the Council’s agenda packet.

At 6:58 p.m. Mr. Heath moved, Ms. Jackson seconded, and the vote was unanimous (5-0) to adjourn the Closed Session.

Council immediately convened in Open Session and President Boda reported that Council had met in Closed Session and discussed a contract and award of bid for City-owned real estate.

The Open Session was then immediately adjourned.

CITY OF SALISBURY, MARYLAND
CLOSED SESSION
FEBRUARY 6, 2023

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TIME & PLACE: 4:30 p.m., Council Chambers, Government Office Building & Zoom
PURPOSE: to consider the acquisition of real property for a public purpose
VOTE TO CLOSE: Unanimous (4-0)
CITATION: Annotated Code of Maryland §3-305(b)(3)
PRESENT: Council President Muir W. Boda, Mayor John R. Heath, Council Vice-President April Jackson, Councilwoman Angela M. Blake, Councilwoman Michele Gregory, City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Procurement Director Jennifer Miller, City Attorney Ashley Bosché, City Clerk Kimberly Nichols

The City Council convened in Open Session at 4:30 p.m. in Council Chambers of the Government Office Building and via Zoom Video Conferencing. President Boda called for a motion to enter into Closed Session to consider the acquisition of real property for a public purpose and matters directly related thereto under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b)(3).

Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous (4-0) to convene in Closed Session.

Ms. Miller discussed the details of a proposed lease agreement of a building. Deputy City Administrator Andy Kitzrow explained the reasons for the request to lease the property.

After discussing the lease's impact on the budget, Council reached unanimous consensus to convene in Closed Session again in a week to have their questions answered.

At 5:29 p.m. Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to adjourn the Closed Session.

At 5:38 p.m. Council convened in Work Session and President Boda reported that Council had met in Closed Session and discussed a lease agreement.

Council then proceeded with the regularly scheduled Work Session.

CITY OF SALISBURY, MARYLAND
CLOSED SESSION
FEBRUARY 13, 2023

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TIME & PLACE: 5:00 p.m., Council Chambers, Government Office Building & Zoom
PURPOSE: to consider the acquisition of real property for a public purpose
VOTE TO CLOSE: Unanimous (3-0)
CITATION: Annotated Code of Maryland §3-305(b)(3)
PRESENT: Council Vice-President April Jackson, Mayor John R. Heath, Councilwoman Angela M. Blake, Councilwoman Michele Gregory, City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, City Attorney Ashley Bosché, City Clerk Kimberly Nichols
ABSENT: Council President Muir W. Boda

The City Council convened in Open Session at 5:00 p.m. in Council Chambers of the Government Office Building and via Zoom Video Conferencing. Vice President Jackson called for a motion to enter into Closed Session to consider the acquisition of real property for a public purpose and matters directly related thereto under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b)(3).

Ms. Gregory moved, Ms. Blake seconded, and the vote was unanimous (3-0) to convene in Closed Session.

City Administrator Julia Glanz and Deputy City Administrator Andy Kitzrow reviewed the options placed before Council and provided answers to the questions asked at the prior Closed Session regarding budgeting implications.

After discussing the proposal, Council reached unanimous consensus to authorize Administration to move forward with the lease and to plan for Option A, as presented in the Closed Session.

At 5:58 p.m. Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous (3-0) to adjourn the Closed Session. President Boda entered the Council Chambers at that time.

At 6:00 p.m. Council convened in Legislative Session and Vice President Jackson reported that Council had met in Closed Session that Council had met in Closed Session to discuss an agreement and consider leasing property for a public purpose.

Council then proceeded with the regularly scheduled Legislative Session.

City Clerk

Council President



City of
Salisbury
John "Jack" R. Heath, Mayor

OK
JA 2/10/23

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the TRUTH Committee
Date: February 10, 2023

The following person has applied for appointment to the TRUTH Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
LaTanya Christopher	March 2026

Attached is the applicant's information and the resolution necessary for this appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

1 **RESOLUTION NO. 3232**

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

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<u>Name</u>	<u>Term Ending</u>
LaTanya Christopher	March 2026

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11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
12 Council of the City of Salisbury, Maryland held on March _____, 2023.

13
14 ATTEST:

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17 _____
18 Kimberly R. Nichols
19 CITY CLERK

Muir W. Boda
PRESIDENT, City Council

20
21
22 APPROVED BY ME THIS

23
24 _____ day of _____, 2023

25
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27 _____
28 John R. Heath, Acting Mayor



City of
Salisbury
John "Jack" R. Heath, Mayor

OK
JA
02/10/23

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the TRUTH Committee
Date: February 10, 2023

The following person has applied for appointment to the TRUTH Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Dr. Samuel Henry III	March 2026

Attached is the applicant's information and the resolution necessary for this appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

1 **RESOLUTION NO. 3233**

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

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<u>Name</u>	<u>Term Ending</u>
7 Dr. Samuel Henry III	8 March 2026

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11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
12 Council of the City of Salisbury, Maryland held on March _____, 2023.

13
14 ATTEST:

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17 _____
18 Kimberly R. Nichols
19 CITY CLERK

Muir W. Boda
PRESIDENT, City Council

20
21
22 APPROVED BY ME THIS

23
24 _____ day of _____, 2023

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26
27 _____
28 John R. Heath, Acting Mayor



City of
Salisbury
John "Jack" R. Heath, Mayor

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the Board of Appeals
Date: February 24, 2023

OK
JT 02/24/2023

The following person has applied for appointment to the Board of Appeals for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Miya Horsey	March 2026

Attached is the applicant's information and the resolution necessary for this appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

1 **RESOLUTION NO. 3234**

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

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<u>Name</u>	<u>Term Ending</u>
Miya Horsey	March2026

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11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
12 Council of the City of Salisbury, Maryland held on March _____, 2023.

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14 ATTEST:

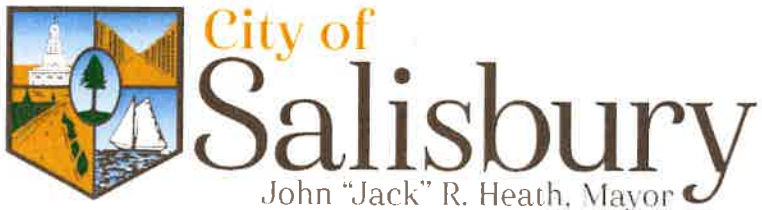
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18 Kimberly R. Nichols
19 CITY CLERK

Muir W. Boda
PRESIDENT, City Council

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22 APPROVED BY ME THIS

23
24 _____ day of _____, 2023

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27 _____
28 John R. Heath, Acting Mayor



OK
JTB
2/23/2023

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Re-appointment to the Salisbury Zoo Commission
Date: February 22, 2023

The following person has applied for re-appointment to the Salisbury Zoo Commission for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Karen Lutz	March 2026

Attached is the applicant's information and the resolution necessary for this re-appointment. If this re-appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

1 **RESOLUTION NO. 3235**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is re-appointed to the Salisbury Zoo Commission for the term ending as
5 indicated.

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<u>Name</u>	<u>Term Ending</u>
Karen Lutz	March 2026

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12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
13 Council of the City of Salisbury, Maryland held on March _____, 2023.

14 ATTEST:

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19 Kimberly R. Nichols
20 CITY CLERK

Muir W. Boda
PRESIDENT, City Council

21
22
23 APPROVED BY ME THIS

24
25 _____ day of _____, 2023

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28 _____
29 John R. Heath, Acting Mayor



City of
Salisbury
John "Jack" R. Heath, Mayor

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the TRUTH Committee
Date: February 21, 2023

The following person has applied for appointment to the Human Rights Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Demetria Marshall	March 2025

Attached is the applicant's information and the resolution necessary for this appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

OK

1 **RESOLUTION NO. 3236**

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

<u>Name</u>	<u>Term Ending</u>
Demetria Marshall	March 2025

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12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
13 Council of the City of Salisbury, Maryland held on March _____, 2023.

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15 ATTEST:

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20 Kimberly R. Nichols
21 CITY CLERK

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24 Muir W. Boda
25 PRESIDENT, City Council

26
27
28 APPROVED BY ME THIS

29 _____ day of _____, 2023

John R. Heath, Acting Mayor



City of
Salisbury
John "Jack" R. Heath, Mayor

OK
JRH
02/23/2023

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Re-appointment to Friends of Poplar Hill Board of Directors
Date: February 22, 2023

The following person has applied for re-appointment to the Friends of Poplar Hill Board of Directors for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Sharon Murphy	March 2026

Attached is the applicant's information and the resolution necessary for this re-appointment. If this re-appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

1 **RESOLUTION NO. 3237**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is re-appointed to the Friends of Poplar Hill Board of Directors for the term
5 ending as indicated.

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<u>Name</u>	<u>Term Ending</u>
8 Sharon Murphy	9 March 2026

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12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
13 Council of the City of Salisbury, Maryland held on March _____, 2023.

14
15 ATTEST:

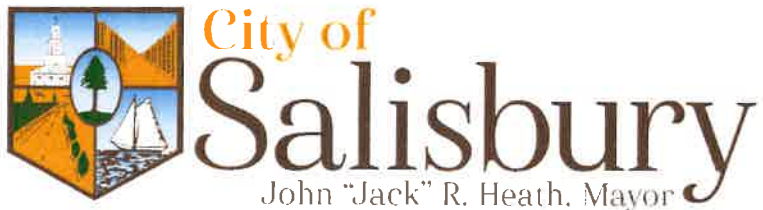
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19 Kimberly R. Nichols
20 CITY CLERK

Muir W. Boda
PRESIDENT, City Council

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23 APPROVED BY ME THIS

24
25 _____ day of _____, 2023

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29 John R. Heath, Acting Mayor



OK
JA
2/13/2023

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Re-appointment to the Zoo Commission
Date: February 13, 2023

The following person has applied for re-appointment to the Zoo Commission for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Donald Pulver	March 2026

Attached is the applicant's information and the resolution necessary for this appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

1 **RESOLUTION NO. 3238**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is re-appointed to the Salisbury Zoo Commission for the term ending as
5 indicated.

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<u>Name</u>	<u>Term Ending</u>
Donald Pulver	March 2026

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12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
13 Council of the City of Salisbury, Maryland held on March _____, 2023.

14 ATTEST:

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19 Kimberly R. Nichols
20 CITY CLERK

Muir W. Boda
PRESIDENT, City Council

21
22
23 APPROVED BY ME THIS

24
25 _____ day of _____, 2023

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29 John R. Heath, Acting Mayor



City of
Salisbury
John "Jack" R. Heath, Mayor

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the TRUTH Committee
Date: February 10, 2023

OK
JA
2/11/2023

The following person has applied for appointment to the TRUTH Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Kat Savoy	March 2026

Attached is the applicant's information and the resolution necessary for this appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

1 **RESOLUTION NO. 3239**

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

<u>Name</u>	<u>Term Ending</u>
Kat Savoy	March 2026

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11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
12 Council of the City of Salisbury, Maryland held on March _____, 2023.

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14 ATTEST:


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17 _____
18 Kimberly R. Nichols
19 CITY CLERK

Muir W. Boda
PRESIDENT, City Council

20
21
22 APPROVED BY ME THIS
23
24 _____ day of _____, 2023

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27 _____
28 John R. Heath, Acting Mayor

MEMO

To: Rick Baldwin, Director, DID
From: William T Holland 
Date: 1/20/2023
Re: John Deere Drive – Salisbury 50 Annexation

Attached is the referenced annexation package for the February 6th City Council work session. The property is located east of the medical offices on John Deere Drive and consists of approximately 16.6 acres. It's the developers' intent to develop the property into a small business park with fees simple lots.

I will provide the City Council with a brief overview at the scheduled work session.

Salisbury 50 Annex LLC
14 Back River Neck Rd
Baltimore, MD 21221

June 17, 2021

Mr. William Holland
Infrastructure & Development
City of Salisbury
125 N. Division Street, B13
Salisbury, MD 21801

RE: Annexation Request 16.62 Acres John Deere Drive

Mr. Holland,

My company recently purchased 24 acres on John Deere Drive. We have engaged Parker and Associates and had the property subdivided into two parcels, one of which we would like to have annexed into the City. The property is subject to a Pre-Annexation Covenant and Agreement dated 12/1/2003 between the City and former Owner, Lois T. Perdue.

It is our intent to develop the parcel into a small business park with fee simple lots and a public street, as shown on the attached annexation site plan. We feel as though the need is here and the location is perfect for this type of development. Further, we feel as though this would be a benefit to the City, as it will bring in businesses and Job, while at the same time, minimize and burden on the city's resources.

Our preliminary review of the zoning code suggests that the Mixed-Use Non-Residential District would be consistent with the neighborhood and accommodate our plans.

I look forward to working with you, the Planning Commission and the City Council to arrive at a viable solution for the incorporation of our property into the City. Please feel free to contact me, either directly, or through Brock, as we proceed through the process. Thank you for your consideration.

Sincerely,



Kirk Salvo

Managing Member

enc

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3 **RESOLUTION NO. 3199**

4 **A RESOLUTION** of the Council of the City of Salisbury proposing the
5 annexation to the City of Salisbury of a certain area of land contiguous to and
6 binding upon the Corporate Limits of the City of Salisbury to be known as “John
7 Deere Drive-Salisbury 50 Annex, LLC Annexation”, beginning at a point at the
8 corner of the easterly existing Corporate Limits Line of the City of Salisbury, MD,
9 at its intersection with the Southwest side of John Deere Drive, continuing South
10 along the existing Corporate Limits Line a distance of 911.37 feet, thence
11 continuing around the southeasterly perimeter of the affected property to a point at
12 the intersection with the Southern existing Corporate City Limits Line along John
13 Deere Drive and the Northeast corner of parcel 739, thence west along the existing
14 Corporate City Limits line to the point of beginning, being all that real property
15 identified as Map 0039, Grid 0011, Parcel 0739, consisting of 16.62 acres of land,
16 more or less.

17 **RECITALS**

18 **WHEREAS**, the City of Salisbury has received a Petition for Annexation, dated June 17, 2021,
19 attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, signed by at least
20 twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners
21 of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be
22 annexed binding upon the Corporate Limits of the City of Salisbury to be known as “John Deere Drive-
23 Salisbury 50 Annex, LLC Annexation”, beginning at a point at the corner of the easterly existing Corporate
24 Limits Line of the City of Salisbury, MD, at its intersection with the Southwest side of John Deere Drive,
25 continuing South along the existing Corporate Limits Line a distance of 911.37 feet, thence continuing around
26 the southeasterly perimeter of the affected property to a point at the intersection with the Southern existing
27 Corporate City Limits Line along John Deere Drive and the Northeast corner of parcel 739, thence west along
28 the existing Corporate City Limits line to the point of beginning, being all that real property identified as Map
29 0039, Grid 0011, Parcel 0739, consisting of 16.62 acres of land, more or less, and further being the same real
30 property more particularly described in the property description attached hereto as **Exhibit 2** and incorporated
31 as if fully set forth herein, and being the same public rights-of-way more particularly depicted on that certain
32 plat entitled “Annexation Plat” attached hereto as **Exhibit 3** and incorporated as if fully set forth herein (the
33 aforesaid real property is hereinafter referred to as the “**Property**”); and

34 **WHEREAS**, the City of Salisbury has caused to be made a certification of the signatures on the
35 said petition for annexation and the City of Salisbury has verified that the persons signing the petition
36 represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners
37 owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all
38 as of August 30, 2021, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of
39 Salisbury, attached hereto as **Exhibit 4** and incorporated by reference as if fully set forth herein; and

40 **WHEREAS**, it appears that the aforesaid Petition for Annexation, dated June 17, 2021, meets all
41 the requirements of applicable state and local law; and

42 **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this
43 Resolution, providing for the City of Salisbury’s annexation of the Property as set forth herein, shall be and
44 hereby is scheduled for March 13, 2023 at 6:00 p.m.

45
46 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
47 **SALISBURY** as follows:

48 **Section 1.** It is proposed and recommended that the municipal boundaries of the City of Salisbury
49 be changed so as to annex to and include within the said municipal boundaries of the City of Salisbury all
50 that certain real property more particularly described in **Exhibits 2 and 3** attached hereto and incorporated
51 by reference as if fully set forth herein (the real property to be annexed by the City of Salisbury as
52 contemplated by this Resolution is hereinafter referred to as the “**Property**”).

53 **Section 2.** The annexation of the Property be and hereby is approved by the Council of the City of
54 Salisbury subject to all terms, conditions and agreements contained in the aforementioned property
55 description, the proposed Annexation Agreement, and the Annexation Plan, attached as **Exhibits 2, 5 and**
56 **6, respectively**, each of which is attached hereto and incorporated herein as if all such terms, conditions
57 and agreements contained in such Exhibits were specifically set forth at length in this Resolution.

58 **Section 3.** The Zoning Map of the City of Salisbury shall be amended to include the Property
59 within that certain Zoning District of the City of Salisbury identified as “**Mixed Use Non-Residential**”,
60 which said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by
61 this Resolution, is presently zoned “**LB-1 Light Business and Institutional**” in accordance with the
62 existing zoning laws of Wicomico County, Maryland.

63 **Section 4.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury
64 shall hold a public hearing on this Resolution on March 13, 2023 at 6:00 p.m. in the Council
65 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of
66 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly
67 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public
68 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid
69 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of
70 publication as specified hereinabove.

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

73 **Section 5.** It is the intention of the Council of the City of Salisbury that each provision this

74 Resolution shall be deemed independent of all other provisions herein.

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

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

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

85 **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the
86 City of Salisbury held on the 13th day of February, 2023, having been duly published as required by law
87 in the meantime a public hearing was held on the 13th day of March, 2023 at 6:00 p.m., and
88 was finally passed by the Council at its regular meeting held on the 13th day of March,
89 2023.

90

91 _____
92 Kimberly R. Nichols,
93 City Clerk

Muir W. Boda,
Council President

94
95 APPROVED BY ME this _____ day of _____, 2023.

96
97
98 _____
99 John R. Heath,
100 Acting 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) # 739

Lot # AA

Map # 39

SIGNATURE (S)

Kirk Salvo

Printed

Kirk Salvo

Date

Managing Member, Salisbury 50 Annex LLC

Printed

Date

6/17/21

Printed

Date

Printed

Date

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC

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 southerly right of way line of John Deere Drive near the northeasterly corner of Lot 1 of Tim-Mar Acres. X 1,224,724.73 Y 199,801.51 (1) Thence with the said Corporate Limits line South six degrees one minute forty-seven seconds East (S 06° 01' 47" E) nine hundred ten decimal three, seven (910.37) feet to a breakpoint on the easterly line of the said Lot 1. X 1,224,820.36 Y 198,896.18 (2) Thence South zero degrees twenty-five minutes thirty-nine seconds East (S 00° 25' 39" E) two hundred sixty-eight decimal zero, five (268.05) feet to a point near the southeasterly corner of the said Lot 1. X 1,224,822.36 Y 198,628.14 (3) Thence South eighty-three degrees twenty-four minutes eight seconds East (S 83° 24' 08" E) nine decimal nine, zero (9.90) feet to a point at the southeasterly corner of the lands of Salisbury 50 Annex, LLC also being known as Parcel AA. X 1,224,832.20 Y 198,627.00; (4) Thence by and with the southeasterly lines of the said Parcel AA the following seven (7) courses: (a) North nine degrees twelve minutes fifty-eight seconds East (N 09° 12' 58" E) three hundred eighty-eight decimal zero, nine (388.09) feet to a point X 1,224,894.35 Y 199,010.09; (b) South eighty-seven degrees thirty-four minutes fifty-three seconds East (S 87° 34' 53" E) two hundred four decimal six, one (204.61) feet to a point X 1,225,098.78 Y 199,001.45 (c) North sixty-four degrees twenty-three minutes twenty-four seconds East (N 64° 23' 24" E) two hundred fifty-six decimal zero, seven (256.07) feet to a point X 1,225,329.69 Y 199,112.13 (d) North fifteen degrees fifty-five minutes thirty-five seconds East (N 15° 55' 35" E) five hundred sixty decimal zero, six (560.06) feet to a point X 1,225,483.37 Y 199,650.70 (e) North sixty degrees fifty-four minutes sixteen seconds East (N 60° 54' 16" E) two hundred thirteen decimal one, zero (213.10) feet to a point X 1,225,669.58 Y 199,754.32 (f) South seventy-five degrees twelve minutes eighteen seconds East (S 75° 12' 18" E) one hundred seventy decimal eight, five (170.85) feet to a point X 1,225,834.77 Y 199,710.69 (g) North twenty-six degrees thirty-nine minutes forty-seven seconds East (N 26° 39' 47" E) two hundred forty-nine decimal two, four (249.24) feet to a point at the southwesterly corner of Parcel B. X 1,225,946.62 Y 199,933.43 (5) Thence by and with the westerly line of the said Parcel B North eleven degrees thirty minutes forty-one seconds West (N 11° 30' 41" W) one hundred sixty-five decimal three, five (165.35) feet to a point near the southerly right of way line of U. S. Route 50 being on the existing Corporate Limits Line. X 1,225,913.62 Y 200,095.45 (6) Thence with the said Corporate Limits Line South seventy-eight degrees twenty-seven minutes eleven seconds West (S 78° 27' 11" W) five hundred fifty-four decimal one, six (554.16) feet to a point at the northerly end of the John Deere Drive right of way. X 1,225,370.68 Y 199,984.52 (7) Thence with the end of the said right of way South five degrees fifty minutes fifty-two seconds East (S 05° 50' 52" E) fifty decimal two, five (50.25) feet to a point at the southerly end of the said John Deere Drive. X 1,225,375.80 Y 199,934.53 (8) Thence continuing with the existing Corporate Limits Line South seventy-eight degrees twenty-seven minutes ten seconds West (S 78° 27' 10" W) six hundred sixty-four decimal five, two (664.52) feet to the point of beginning.

Annexation containing 16.622 acres, more or less.



City of
Salisbury
Jacob R. Day, Mayor

CERTIFICATION

JOHN DEERE DRIVE – SALISBURY 50 ANNEX LLC ANNEXATION

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

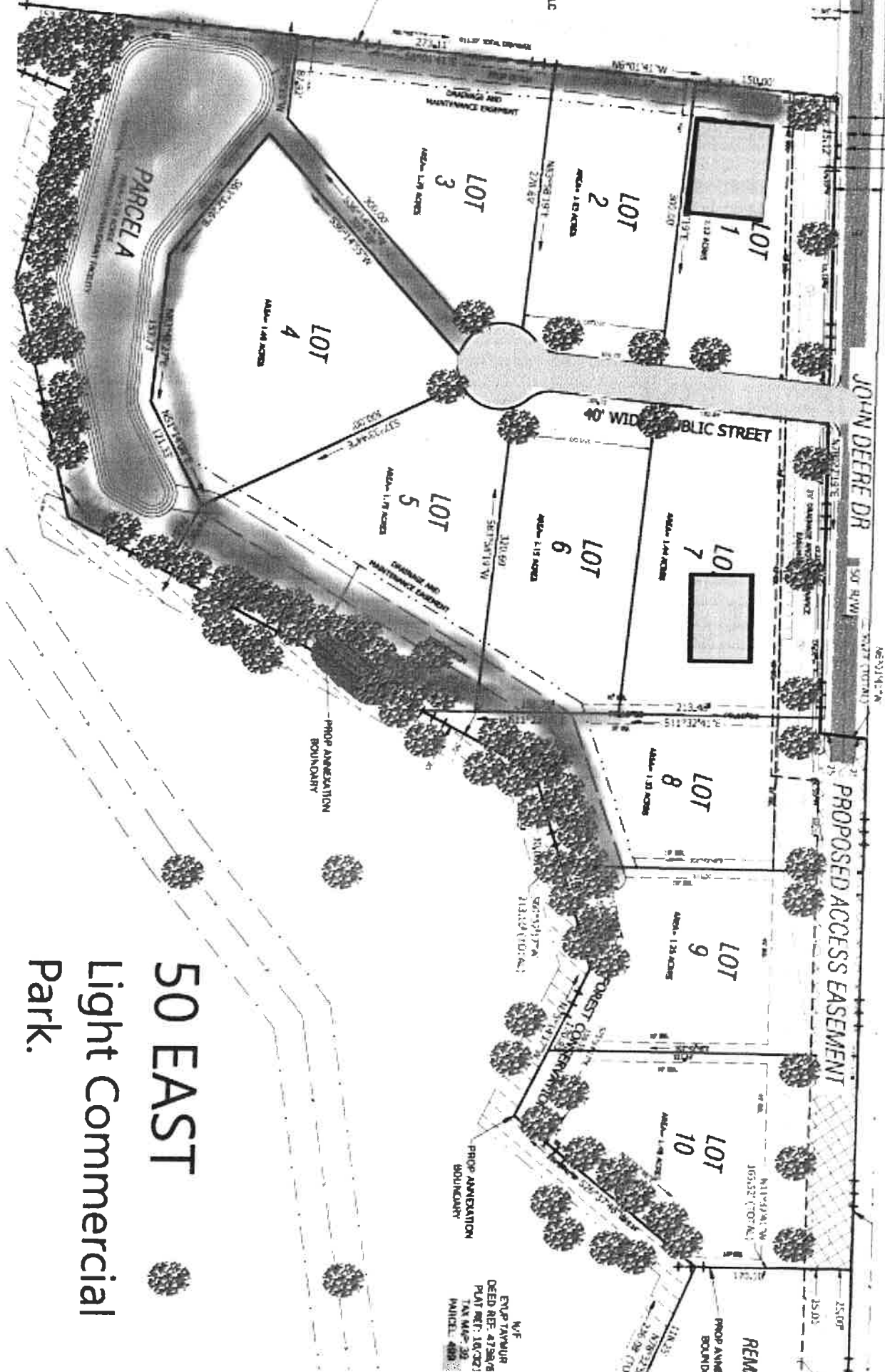
A handwritten signature in cursive script, appearing to read "Leslie C. Sherrill", written over a horizontal line.

Leslie C. Sherrill
Surveyor

Date: 8/30/2021

John Deere Drive – Salisbury 50 Annex LLC - Certification.doc

N/A
RN OF DELAWARE, LLC
F: 2308/574
F: 13/0808
MAP: 38
Z/L: 114



50 EAST
Light Commercial
Park.

N/A
ENP TAVOUR
DEED REF: 8738/8
PLAN REF: 10/021
TAX MAP: 38
PARCEL: 488

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC ANNEXATION

Exhibit 5

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made this ____ day of _____, 2022, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and *Salisbury 50 Annex, LLC*, a Maryland limited liability company (the City and Salisbury 50 Annex, LLC are hereinafter referred to collectively as the “Parties”).

RECITALS

WHEREAS, for purposes of this Agreement, the term “Salisbury 50 Annex, LLC” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of Salisbury 50 Annex, LLC, 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 Salisbury 50 Annex, LLC, as the case may be; and

WHEREAS, Petitioner is the fee simple owner of that certain real property consisting of approximately 16.62 acres of land, more or less, having a premises address of John Deere Drive, Salisbury, Maryland 21804 and a State of Maryland Tax Identification Number of 05-123437 (“Parcel AA”), the said Parcel AA being that same real property identified as Map 0039, Grid 0011, Parcel 0739 on the Tax Records of the State of Maryland, and further being, in all respects, a portion of that real property described in a Deed, dated November 30, 2020, from JD Hanna, LLC and JD Twilley, LLC to Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 4743, Folio 0383 (Parcel AA is hereinafter referred to as the “Property”); and

WHEREAS, the Property is subject to a Commercial Purchase Money Deed of Trust held by Henry H. Hanna, III and Dara L. Hanna, recorded among the Land Records of Wicomico County, Maryland in Liber 4743, Folio 389 (Henry H. Hanna, III and Dara L. Hanna are hereinafter collectively referred to as “Mortgage”); and

WHEREAS, the Property consists of 16.62 +/- acres of land as more particularly depicted on that certain plat entitled “Annexation Plat” dated June 23, 2021 and prepared by Parker & Associates, Inc., which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “Annexation Plat”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*); and

WHEREAS, 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 “Property Description”); and

WHEREAS, Salisbury 50 Annex, LLC intends to construct upon the Property certain commercial buildings and associated site improvements consistent with the use of property located in the City’s Mixed Use Non-Residential zoning district, and as more fully set forth in the proposed plan for development of the Property as shown on the Annexation Site Plan attached hereto and incorporated herein as *Exhibit C* (the “Annexation Site Plan”); and

WHEREAS, all of the land which makes up the Property is located within Wicomico County, Maryland and outside the municipal boundaries of the City, and, therefore, the Property is ineligible to receive City services, including municipal water and sanitary sewer utility service, which Salisbury 50 Annex, LLC desires to obtain for its development of the Property as aforesaid; and

WHEREAS, Salisbury 50 Annex, LLC submitted a Petition for Annexation (the “Petition”), dated June 17, 2021, requesting the City annex the land which makes up the Property as contemplated herein; and

WHEREAS, the City is willing to annex the Property, provided Salisbury 50 Annex, LLC agrees to adhere to all laws, ordinances and regulations of the City, and the provisions of this Agreement, regarding Salisbury 50 Annex, LLC's use and development of the Property; and

WHEREAS, appropriate and required public hearings on the proposed annexation of the Property have been held pursuant to all applicable state and local laws; and

WHEREAS, pursuant to the authority contained in MD Code, Local Government, § 4-101, et seq., the City and Salisbury 50 Annex, LLC enter into this Agreement to set forth the terms and conditions of the proposed annexation of the 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 are hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. Effective Date.

The effective date of this Agreement shall be the date upon which the Resolution approving the City's annexation of the Property becomes effective (said Resolution is hereinafter referred to as the "**Annexation Resolution**"). The annexation of the Property shall not become effective unless and until all applicable appeal and referendum periods have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City's annexation of the Property.

2. Warranties & Representations of the City.

(a) The City, the Salisbury-Wicomico County Planning Commission, and associated staff shall be guided by this Agreement, throughout the review of any and all development plans submitted for or relating to the Property or any portion thereof to ensure the provisions of this Agreement are specifically implemented. Any approval granted to or for a development plan for the Property or any portion thereof by any commission, board, body or agent of the City shall be in substantial compliance with all of the terms and conditions of this Agreement.

(b) The Parties expressly acknowledge and agree the City's support for the annexation of the Property, as provided herein, is not intended, nor shall it be construed, to prohibit the City from enacting such future ordinances, charter provisions, engineering standards or any amendments thereto deemed necessary or appropriate to protect the public, health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property or any portion thereof, provided any such application does not operate to divest prior approvals, nor interfere with Salisbury 50 Annex, LLC's vested rights in and to the Property, or any portion thereof, to any extent greater than the impact of such ordinances and charter resolutions have upon other similarly-situated properties located within the municipal boundaries of the City.

3. Warranties & Representations of Salisbury 50 Annex, LLC.

(a) This Agreement shall constitute the written consent of Salisbury 50 Annex, LLC to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). Salisbury 50 Annex, LLC requests the annexation in accordance with the Annexation Plat attached as *Exhibit A* and the Annexation Site Plan attached as *Exhibit C*. Salisbury 50 Annex, LLC represents and warrants to the City that it has the full power and authority to sign this Agreement, and Salisbury 50 Annex, LLC further represents that Mortgagee, having its own interest in the Property, consents to Salisbury 50 Annex, LLC's petition for annexation, as evidenced by the signatures hereto. Salisbury 50 Annex, LLC further represents and warrants to the City that there is no action pending against, or otherwise involving, Salisbury 50 Annex, LLC that would affect, in any way, the right and authority of Salisbury 50 Annex, LLC to execute this Agreement.

(b) Salisbury 50 Annex, LLC expressly acknowledges and agrees that it will receive a benefit from and upon the City's annexation of the Property; accordingly, by Salisbury 50 Annex, LLC's execution of this Agreement, Salisbury 50 Annex, LLC agrees, as a bargained-for condition for the City's annexation of the Property, to waive and relinquish any and all right it has or may have to withdraw its consent to the City's annexation of the Property or any portion thereof. Salisbury 50 Annex, LLC shall not petition the Annexation Resolution to referendum and, in the event the Annexation Resolution is petitioned to referendum and Salisbury 50 Annex, LLC is permitted to vote in such referendum, Salisbury 50 Annex, LLC shall vote in favor of the Annexation Resolution.

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 (the "**Charter**") and the Salisbury Municipal Code (the "**City Code**") shall have full force and effect within the Property, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Property, the 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 Property shall be zoned Mixed Use Non-Residential, as set forth in Chapter 17.46 of the City Code.

6. **Municipal Services.**

(a) Subject to the obligations of Salisbury 50 Annex, LLC set forth in Section 9(f)(i)-(ii) hereof, the City agrees to provide all necessary municipal services required for Salisbury 50 Annex, LLC's development of the Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services as generally available to City residents.

(b) With regard to public water and sewer allocation for the Property or any portion thereof, any allocation of public water or wastewater capacity and/or services shall be made by the City according to adopted allocation plans in effect at the time Salisbury 50 Annex, LLC makes a request for such capacity and/or services.

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, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria, law or regulation shall apply.

8. **City Boundary Markers.**

(a) Salisbury 50 Annex, LLC, at its sole cost and expense, shall install City Boundary Markers at the boundary lines representing the enlarged City boundaries resulting from the City's annexation of the Property. Salisbury 50 Annex, LLC shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the boundary lines, as aforesaid, within ninety (90) days of the expiration of the forty-five (45) day referendum period applicable to the Annexation Resolution.

(b) In the event Salisbury 50 Annex, LLC fails to comply with its obligations under Section 8(a) hereof, then, upon the expiration of the ninety (90) day period set forth in Section 8(a), Salisbury 50

Annex, LLC shall make payment to the City in the amount of either Ten Thousand Dollars and 00/100 (\$10,000.00) or the amount of the costs incurred by the City to perform the obligations of Salisbury 50 Annex, LLC under Section 8(a), whichever is greater.

9. Development Considerations.

(a) **Fees & Costs.** Salisbury 50 Annex, LLC expressly acknowledges and agrees that it shall make payment to the City for any and all fees, costs and/or expenses, including, but not limited to, 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 Property, the publication of public notice(s) for the annexation of the Property, and any other matter relating to or arising from the annexation of the Property, as determined by the City in its sole discretion. The City shall invoice Salisbury 50 Annex, LLC for all costs to be paid by Salisbury 50 Annex, LLC under this Section 9(a) and Salisbury 50 Annex, LLC shall make payment to the City for all such amounts within fifteen (15) days of Salisbury 50 Annex, LLC’s receipt of any such invoice from the City.

(b) **Development of Property.** Salisbury 50 Annex, LLC shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City’s Mixed Use Non-Residential zoning district.

(c) **Contribution to Area Improvement.** The Annexation Site Plan shows a proposed access easement for a future City street sufficient to the requirements of a minor collector road connecting each parcel including the parcel of land that joins the Property on its east side. The precise location of such access easement will be determined upon the preparation of a subdivision plat for the Property. Salisbury 50 Annex, LLC shall clear and prepare the grade for the right-of-way of this street. The work shall adhere to City specifications and shall be done in accordance with a Public Works Agreement, by and between Salisbury 50 Annex, LLC and the City (the “PWA”). Salisbury 50 Annex, LLC shall plat the right of way upon subdivision of the Property as a future inter-parcel street open to general traffic, granting all necessary access and easement rights as may be needed for the eventual construction, installation of utilities, and public use of the street. Salisbury 50 Annex, LLC shall maintain the right of way in its graded and cleared but unimproved state. Upon the eventual construction of the street, both the existing and new streets shall be brought up to City standards applicable at the time of construction. The City shall not be responsible for the cost of installing this inter-parcel connecting street. Salisbury 50 Annex, LLC agrees to install sidewalks along the full public road frontage of the Property and to install pedestrian walkways within the Property in such manner and to such extent as determined necessary and appropriate by the City’s Department of Infrastructure and Development.

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

(i) Prior to Salisbury 50 Annex, LLC’s application for a building permit, Salisbury 50 Annex, LLC shall pay to the City a non-refundable development assessment (the “**Development Assessment**”) on a per lot basis according to the schedule below:

Schedule of Development Assessments

Lot	Acreage	Development Assessment
1	1.13	\$10,182.43
2	1.03	\$9,281.33
3	1.29	\$11,624.19
4	1.66	\$14,958.26
5	1.70	\$15,318.70

6	1.15	\$10,362.65
7	1.44	\$12,975.84
8	1.33	\$11,984.63
9	1.25	\$11,263.75
10	1.48	\$13,336.28

Salisbury 50 Annex, LLC expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement. The parties hereto acknowledge that the Annexation Site Plan, and the corresponding lot acreage and Development Assessment set forth in this Paragraph 9(d)(i), are subject to change. In the event of a proposed change, Salisbury 50 Annex, LLC shall submit a revised Annexation Site Plan to the City and, upon approval, this Agreement shall be amended to incorporate the revised Annexation Site Plan and recalculate the lot acreage and Development Assessment set forth in Paragraph 9(d)(i) (to be calculated at the then prevailing Development Assessment rate, currently set at \$9,011.00 per acre).

- (ii) In the event Salisbury 50 Annex, LLC fails to pay the Development Assessment to the City in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, Salisbury 50 Annex, LLC shall make payment of the Development Assessment, including all late charges incurred thereon, if any, to the City, prior to the City's issuance of any permit for or relating to any development of the Property.
- (iii) The Parties expressly acknowledge and agree the Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against Salisbury 50 Annex, LLC or the Property in accordance with the terms and conditions of this Agreement and/or pursuant to any law or regulation applicable to the Property and/or the development thereof.
- (iv) The per lot Development Assessments set forth in Section 9(a)(i) are subject to adjustment in the event the City of Salisbury amends the Development Assessment, currently set at the rate of \$9,011.00 per acre.

(e) Community & Environmental Design. Salisbury 50 Annex, LLC expressly acknowledges and agrees that any development plan for the Property shall: feature strong pedestrian, functional and visual relationships from the street and sidewalk to the front entrance of each structure constructed at or upon the Property; include enhanced site landscaping which recognizes and otherwise displays the "gateway" character of the Property; and, provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Property and the residentially zoned properties adjoining portions of the Property.

(f) Public Utility Improvements & Extensions.

- (i) The Parties expressly acknowledge and agree that extensions of public water and sanitary sewer utilities will be necessary to meet the utility service requirements for and within the Property. Accordingly, the Parties expressly acknowledge and agree that Salisbury 50 Annex, LLC shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, such public water and sanitary sewer utility extension(s), including water and sewer main(s), trunk line(s), fire hydrant(s) and appurtenant facilities, required or imposed to serve the development or redevelopment of, or any other site improvements to or for, the Property or any portion thereof, in accordance with the City's standards and specifications.
- (ii) In addition to the provisions set forth in Section 9(f)(i), Salisbury 50 Annex, LLC's design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the Property shall be governed by the PWA by and between Salisbury 50 Annex, LLC and the City, which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective, with the express agreement that execution of the PWA by the Parties will not be unreasonably conditioned, withheld or delayed; provided, however, no permit may be issued to Salisbury 50 Annex, LLC, or any party acting on its behalf, for any work associated with Salisbury 50 Annex, LLC's development of the Property, or any portion thereof, until the PWA has been executed by the Parties.

10. RECORD PLAT.

Salisbury 50 Annex, LLC shall provide the City with a copy of the final record plat for any development of, on or within the Property.

11. NOTICES.

All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof: (1) when delivered in person on a business day at the address set forth below; (2) on the third (3rd) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (3) 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 Salisbury 50 Annex, LLC shall be addressed to, and delivered at, the following addresses:

Salisbury 50 Annex, LLC
c/o Kirk Salvo
14 Back River Neck Road
Baltimore, Maryland 21221

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

City of Salisbury
c/o Richard Baldwin, Director
Department of Infrastructure and Development
125 N. Division Street, Room 202
Salisbury, Maryland 21801

With a copy to:

Heather R. Konyar, Esquire
Cockey, Brennan & Maloney, P.C.
313 Lemmon Hill Lane
Salisbury, Maryland 21801

12. Future Uses of Annexation Property.

Salisbury 50 Annex, LLC expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development of the Property 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 Mixed Use Non-Residential zoning district. Development of the Property shall be subject to, and must comply with, any and all applicable capacity fees and/or impact fees established by the City and/or Wicomico County existing as of the effective date of the Annexation Resolution, subject to any amendments thereto as approved by the City and/or Wicomico County from time to time. The Parties expressly acknowledge and agree that this Agreement, or any of the terms set forth herein, shall not, in any way, constitute, or otherwise be construed as, an approval for any specific development on or within the Property or any portion thereof; nor shall this Agreement or any of its terms constitute or otherwise be construed as a waiver by the City of any fee(s) or charge(s) associated with or arising from Salisbury 50 Annex, LLC's development and/or use of the Property or any portion thereof.

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, to limit the operation of the City government or to guarantee the outcome of any administrative process. Unless otherwise expressly set forth in this Agreement or in any other subsequent agreement entered into by the Parties, 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 Property and to similarly situated property located outside of the City in Wicomico County.

(c) Entire Agreement. This Agreement and all exhibits and/or addenda 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 relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

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

(e) Project as a Private Undertaking. The Parties expressly acknowledge and agree: **(i)** that the development or redevelopment of the Property, or any portion thereof, is a private undertaking; **(ii)** that

neither the City nor Salisbury 50 Annex, LLC is acting as the agent of the other party in any respect hereunder; and, (iii) that each of the City and Salisbury 50 Annex, LLC is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

(f) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in 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 hereto, any successor municipal authority of the City and/or any successor owner(s) of record of the 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 Salisbury 50 Annex, LLC, without the consent of the City or any of its elected officials, employees or agents, to any purchaser of the Property or any portion thereof; provided, however, any transfer of all or a portion of the Property shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Salisbury 50 Annex, LLC shall not transfer, or pledge as security for any debt or obligation, any of its interest in or to all or any portion of the Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions set forth herein, as if such transferee or pledgee was a party to this Agreement. Salisbury 50 Annex, LLC shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Salisbury 50 Annex, LLC of any of its interests in and to the Property or any portion thereof.

(i) **Express Condition.** The obligations of Salisbury 50 Annex, LLC under this Agreement shall be contingent upon the annexation of the Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of Salisbury 50 Annex, LLC independent of its ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, the obligations of Salisbury 50 Annex, LLC under Section 9(a) hereof shall not be contingent or otherwise conditioned upon annexation of the Property and shall be binding upon and enforceable against Salisbury 50 Annex, LLC, its successors, representatives and assigns, 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 hereto and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits, schedules and/or addenda 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 Salisbury 50 Annex, LLC. This Agreement, and all of the terms contained herein, shall run with the Property and be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and/or assigns.

(l) **No Reliance.** Each party to this Agreement, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation(s) or statement(s), whether express or implied, 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.** The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held 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 any party against any 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, the Parties shall have the right to enforce this Agreement by an action for specific performance.

(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 Property or any portion thereof.

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

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

(t) Cooperation. The Parties hereto agree that each will cooperate with the other to the extent necessary to facilitate the issuance of any and all required permits from any non-party government agency for Salisbury 50 Annex, LLC's development of the Property.

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

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***

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

ATTEST/WITNESS:

SALISBURY 50 ANNEX, LLC:

By: _____ (Seal)

_____ Authorized Representative

THE "CITY":

City of Salisbury, Maryland

By: _____ (Seal)

John R. Heath, Acting Mayor

CONSENTED TO BY "MORTGAGEE"

_____ (Seal)

Henry H. Hanna, III

_____ (Seal)

Dara L. Hanna

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2023, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be an Authorized Representative of Salisbury 50 Annex, LLC, and that he, as such Authorized Representative, being authorized so to do, executed the foregoing instrument on behalf of Salisbury 50 Annex, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2023, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN R. HEATH , 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: _____

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this day of _____, 2023, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Henry H. Hanna, III, who acknowledged his execution of the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this day of _____, 2023, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dara L. Hanna, III, who acknowledged his execution of the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

CERTIFICATION BY ATTORNEY

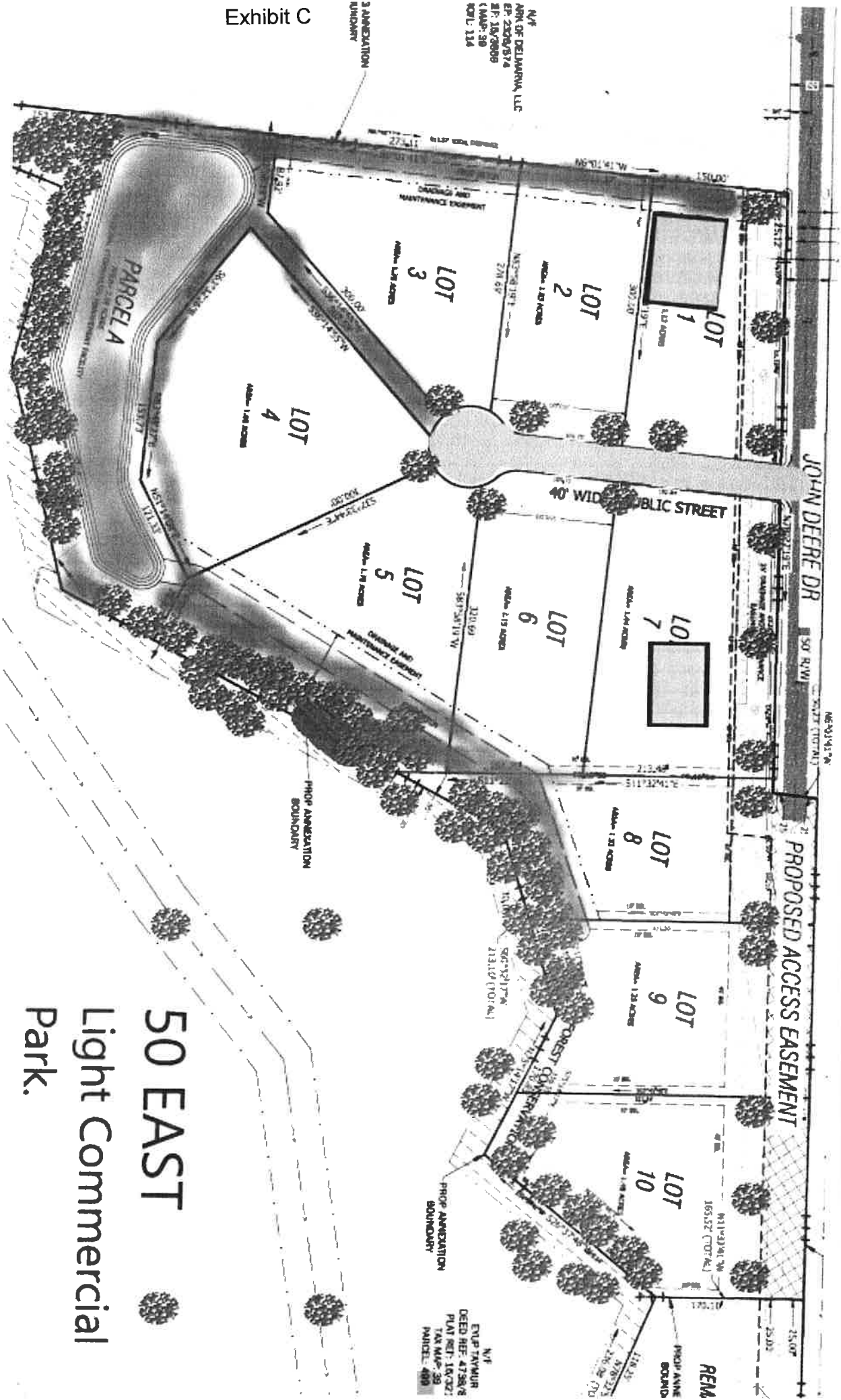
I hereby certify that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

Heather R. Konyar, Esquire

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC

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 southerly right of way line of John Deere Drive near the northeasterly corner of Lot 1 of Tim-Mar Acres. X 1,224,724.73 Y 199,801.51 (1) Thence with the said Corporate Limits line South six degrees one minute forty-seven seconds East (S 06° 01' 47" E) nine hundred ten decimal three, seven (910.37) feet to a breakpoint on the easterly line of the said Lot 1. X 1,224,820.36 Y 198,896.18 (2) Thence South zero degrees twenty-five minutes thirty-nine seconds East (S 00° 25' 39" E) two hundred sixty-eight decimal zero, five (268.05) feet to a point near the southeasterly corner of the said Lot 1. X 1,224,822.36 Y 198,628.14 (3) Thence South eighty-three degrees twenty-four minutes eight seconds East (S 83° 24' 08" E) nine decimal nine, zero (9.90) feet to a point at the southeasterly corner of the lands of Salisbury 50 Annex, LLC also being known as Parcel AA. X 1,224,832.20 Y 198,627.00; (4) Thence by and with the southeasterly lines of the said Parcel AA the following seven (7) courses: (a) North nine degrees twelve minutes fifty-eight seconds East (N 09° 12' 58" E) three hundred eighty-eight decimal zero, nine (388.09) feet to a point X 1,224,894.35 Y 199,010.09; (b) South eighty-seven degrees thirty-four minutes fifty-three seconds East (S 87° 34' 53" E) two hundred four decimal six, one (204.61) feet to a point X 1,225,098.78 Y 199,001.45 (c) North sixty-four degrees twenty-three minutes twenty-four seconds East (N 64° 23' 24" E) two hundred fifty-six decimal zero, seven (256.07) feet to a point X 1,225,329.69 Y 199,112.13 (d) North fifteen degrees fifty-five minutes thirty-five seconds East (N 15° 55' 35" E) five hundred sixty decimal zero, six (560.06) feet to a point X 1,225,483.37 Y 199,650.70 (e) North sixty degrees fifty-four minutes sixteen seconds East (N 60° 54' 16" E) two hundred thirteen decimal one, zero (213.10) feet to a point X 1,225,669.58 Y 199,754.32 (f) South seventy-five degrees twelve minutes eighteen seconds East (S 75° 12' 18" E) one hundred seventy decimal eight, five (170.85) feet to a point X 1,225,834.77 Y 199,710.69 (g) North twenty-six degrees thirty-nine minutes forty-seven seconds East (N 26° 39' 47" E) two hundred forty-nine decimal two, four (249.24) feet to a point at the southwesterly corner of Parcel B. X 1,225,946.62 Y 199,933.43 (5) Thence by and with the westerly line of the said Parcel B North eleven degrees thirty minutes forty-one seconds West (N 11° 30' 41" W) one hundred sixty-five decimal three, five (165.35) feet to a point near the southerly right of way line of U. S. Route 50 being on the existing Corporate Limits Line. X 1,225,913.62 Y 200,095.45 (6) Thence with the said Corporate Limits Line South seventy-eight degrees twenty-seven minutes eleven seconds West (S 78° 27' 11" W) five hundred fifty-four decimal one, six (554.16) feet to a point at the northerly end of the John Deere Drive right of way. X 1,225,370.68 Y 199,984.52 (7) Thence with the end of the said right of way South five degrees fifty minutes fifty-two seconds East (S 05° 50' 52" E) fifty decimal two, five (50.25) feet to a point at the southerly end of the said John Deere Drive. X 1,225,375.80 Y 199,934.53 (8) Thence continuing with the existing Corporate Limits Line South seventy-eight degrees twenty-seven minutes ten seconds West (S 78° 27' 10" W) six hundred sixty-four decimal five, two (664.52) feet to the point of beginning.

Annexation containing 16.622 acres, more or less.



50 EAST
Light Commercial
Park.

N/E
 AREA OF DELAWARE, LLC
 E.P. 2302/674
 E.P. 15/2808
 (MAP: 39
 ROLL: 114

3 ANNEXATION
 EASEMENT

N/E
 ENP TAVNUR
 DEED REF: 4738/8
 PLAN REF: 15/021
 TAX MAP: 39
 ROLL: 489

REM
 PROP AVENUE
 BOARD

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

39 **Section 1.** The “Annexation Plan for the John Deere Drive – Salisbury 50 Annex, LLC Annexation
40 to the City of Salisbury”, attached hereto as **Exhibit 4** and incorporated as if fully set forth herein (the
41 “**Annexation Plan**”), be and hereby is adopted for the City of Salisbury’s annexation of the Property as
42 contemplated by this Resolution.

43 **Section 2.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury
44 shall hold a public hearing on this Resolution on March 13, 2023 at 6:00 p.m. in the Council
45 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of
46 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly
47 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public
48 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid
49 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of
50 publication as specified hereinabove. **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF**
51 **THE CITY OF SALISBURY AS FOLLOWS:**

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

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

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

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

64 **THIS RESOLUTION** was introduced and read and passed at the regular meeting of the
65 Council of the City of Salisbury held on, having been duly published as required by law in the meantime a
66 public hearing was held on March 13, 2023, at 6:00 p.m., and was finally passed by the Council of the City
67 of Salisbury at its regular meeting held on the 13th day of March, 2023.

68

69 _____
70 Kimberly R. Nichols,
71 City Clerk

Muir W. Boda,
Council President

72

73

74

75 APPROVED BY ME this _____ day of _____, 2023.

76

77

78

79 _____
John R. Heath, Acting 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) # 739

Lot # AA

Map # 39

SIGNATURE (S)

Kirk Salvo

_____ Date

Printed

Kirk Salvo

Managing Member, Salisbury 50 Annex LLC

_____ Date

Printed

_____ Date

Printed

_____ Date

Printed

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC

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 southerly right of way line of John Deere Drive near the northeasterly corner of Lot 1 of Tim-Mar Acres. X 1,224,724.73 Y 199,801.51 (1) Thence with the said Corporate Limits line South six degrees one minute forty-seven seconds East (S 06° 01' 47" E) nine hundred ten decimal three, seven (910.37) feet to a breakpoint on the easterly line of the said Lot 1. X 1,224,820.36 Y 198,896.18 (2) Thence South zero degrees twenty-five minutes thirty-nine seconds East (S 00° 25' 39" E) two hundred sixty-eight decimal zero, five (268.05) feet to a point near the southeasterly corner of the said Lot 1. X 1,224,822.36 Y 198,628.14 (3) Thence South eighty-three degrees twenty-four minutes eight seconds East (S 83° 24' 08" E) nine decimal nine, zero (9.90) feet to a point at the southeasterly corner of the lands of Salisbury 50 Annex, LLC also being known as Parcel AA. X 1,224,832.20 Y 198,627.00; (4) Thence by and with the southeasterly lines of the said Parcel AA the following seven (7) courses: (a) North nine degrees twelve minutes fifty-eight seconds East (N 09° 12' 58" E) three hundred eighty-eight decimal zero, nine (388.09) feet to a point X 1,224,894.35 Y 199,010.09; (b) South eighty-seven degrees thirty-four minutes fifty-three seconds East (S 87° 34' 53" E) two hundred four decimal six, one (204.61) feet to a point X 1,225,098.78 Y 199,001.45 (c) North sixty-four degrees twenty-three minutes twenty-four seconds East (N 64° 23' 24" E) two hundred fifty-six decimal zero, seven (256.07) feet to a point X 1,225,329.69 Y 199,112.13 (d) North fifteen degrees fifty-five minutes thirty-five seconds East (N 15° 55' 35" E) five hundred sixty decimal zero, six (560.06) feet to a point X 1,225,483.37 Y 199,650.70 (e) North sixty degrees fifty-four minutes sixteen seconds East (N 60° 54' 16" E) two hundred thirteen decimal one, zero (213.10) feet to a point X 1,225,669.58 Y 199,754.32 (f) South seventy-five degrees twelve minutes eighteen seconds East (S 75° 12' 18" E) one hundred seventy decimal eight, five (170.85) feet to a point X 1,225,834.77 Y 199,710.69 (g) North twenty-six degrees thirty-nine minutes forty-seven seconds East (N 26° 39' 47" E) two hundred forty-nine decimal two, four (249.24) feet to a point at the southwesterly corner of Parcel B. X 1,225,946.62 Y 199,933.43 (5) Thence by and with the westerly line of the said Parcel B North eleven degrees thirty minutes forty-one seconds West (N 11° 30' 41" W) one hundred sixty-five decimal three, five (165.35) feet to a point near the southerly right of way line of U. S. Route 50 being on the existing Corporate Limits Line. X 1,225,913.62 Y 200,095.45 (6) Thence with the said Corporate Limits Line South seventy-eight degrees twenty-seven minutes eleven seconds West (S 78° 27' 11" W) five hundred fifty-four decimal one, six (554.16) feet to a point at the northerly end of the John Deere Drive right of way. X 1,225,370.68 Y 199,984.52 (7) Thence with the end of the said right of way South five degrees fifty minutes fifty-two seconds East (S 05° 50' 52" E) fifty decimal two, five (50.25) feet to a point at the southerly end of the said John Deere Drive. X 1,225,375.80 Y 199,934.53 (8) Thence continuing with the existing Corporate Limits Line South seventy-eight degrees twenty-seven minutes ten seconds West (S 78° 27' 10" W) six hundred sixty-four decimal five, two (664.52) feet to the point of beginning.

Annexation containing 16.622 acres, more or less.

Exhibit 4

ANNEXATION PLAN FOR THE JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC ANNEXATION TO THE CITY OF SALISBURY

December 23, 2022

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

- At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on July 19, 2021, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) submitted by Salisbury 50 Annex, LLC (“**Salisbury 50**”), dated June 17, 2021, which requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of land:
 - Map 0039, Grid 0011, Parcel 0739, Parcel AA, consisting of 16.62 acres of land, more or less, and having a premises address of John Deere Drive, Salisbury, Maryland 21804, and further having a State of Maryland Tax Identification Number of 05-123437 (the “**Annexed Property**”).
- At the August 12, 2021 Meeting of the Salisbury Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Annexed Property and approved a favorable recommendation to the City for the proposed zoning of the Annexed Property.
- On _____, 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 Annexed Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City’s annexation of the Annexed Property, as requested by the Annexation Petition submitted by Salisbury 50. Furthermore, at the _____ 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, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

1.0. GENERAL INFORMATION AND DESCRIPTION OF ANNEXED PROPERTY.

1.1. Petitioners for Annexation of the Annexed Property. Salisbury 50 is the Petitioner for annexation of the Annexed Property. Salisbury 50 is the owner of the John Deere Property. The Annexed Property is subject to a Commercial Purchase Money Deed of Trust held by Henry H. Hanna, III and Dara L. Hanna, recorded among the Land Records of Wicomico County, Maryland in Liber 4743, Folio 389 (Henry H. Hanna, III and Dara L. Hanna are hereinafter collectively referred to as “**Mortgagee**”). The Mortgagee has expressly consented to the annexation of the Annexed Property by application of its signature to the related Annexation Agreement. Salisbury 50 will perform all functions, including but not limited to the execution of the petition and related documents and appearing before all state and municipal bodies, in order to effectuate the annexation.

1.2. Location. The Annexed Property is located on the southerly side of U.S. Route 50, the westerly side of Walston Switch Road, and the easterly side of Hobbs Road; the Annexed Property is located at the eastern limits of Salisbury.

1.3. Property Description; Reason for the Annexation Petition.

- (a) The Annexed Property consists of 16.62 +/- acres of land as more particularly depicted on that certain plat entitled “Annexation Plat” dated June 23, 2021 and prepared by Parker & Associates, Inc., which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “Annexation Plat”). (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*.) The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “Annexed Property Description”).
- (b) The Annexed Property is unimproved. (See *Exhibit A*.) As set forth below, the Annexation Petition submitted by Salisbury 50 arises from the proposed plan for development of the Annexed Property as shown on the Annexation Site Plan attached hereto and incorporated herein as *Exhibit C* (the “Annexation Site Plan”).

1.4. Existing Zoning. All of the Annexed Property is currently zoned LB-1 Light Business and Institutional under the Wicomico County Code. The property adjacent to the Annexed Property is identified as: Map 0039, Grid 0010, Parcel 0114 (the “Professional Park of Delmarva Property”). The Professional Park of Delmarva Property is located within the municipal limits of the City and is zoned “Mixed Use Non-Residential” under the City of Salisbury City Code (the “City Code”).

2.0. LAND USE PATTERN PROPOSED FOR THE ANNEXED PROPERTY.

2.1. Comprehensive Plan.

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the “Comprehensive Plan”). The Comprehensive Plan sets forth the land use 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 Annexed 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 Annexed Property. Upon its annexation, the Annexed Property is proposed to be zoned as “Mixed Use Non-Residential”. Per Section 17.46.010 of the City Code, the purpose of the “Mixed Use Non-Residential” zoning district is: “to provide areas for well-designed, functional, and attractive development with indoor retail, office, services, and institutional uses. Land uses are envisioned that promote the best possible building designs, development of public streets and utilities, and conservation of environmentally sensitive areas. The district should be located in areas that continue orderly development and concentration of moderate commercial uses on or within close proximity to major thoroughfares.”

2.3. Proposed Land Use for Annexed Property. The Annexed Property will be subdivided into ten (10) lots intended for a small business park. The newly created lots will be targeted for office-type uses.

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 Annexed Property can be accessed by John Deere Drive, a City Road.

3.2. Water and Wastewater Treatment. In keeping with its development plan, Salisbury 50's proposed development of the Annexed Property will create a demand of about 4,500 gallons per day. Salisbury 50, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Annexed Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Annexed Property. It should be noted, however, that the City has not formally allocated any EDUs to the Annexed Property; allocation of EDUs does not occur until a development is submitted to the Planning Commission for review.

3.3. Schools. The Annexed Property is and will be subject to multiple business/office-type uses and will not generate any pupil enrollment, and therefore will have no impact on school capacity.

3.4. Parks and Recreation. The City's annexation of the Annexed 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 Annexed Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the Annexed Property after its annexation into the City.

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

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

3.8. Waste Collection. Commercial development in the City of Salisbury is served by 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 Annexed Property is consistent with applicable Maryland and local law. The Annexed Property is located along and is adjacent to U.S. Route 50 on the eastern side of the City of Salisbury. Salisbury 50's proposed commercial use (office-type uses) at the Annexed Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Annexed Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by Salisbury 50, requesting the City annex the Annexed Property, arises exclusively from the need to serve Annexed Property with public water and sewer utilities for and in connection with Salisbury 50's proposed development of the Annexed Property, as shown on the Annexation Site Plan attached hereto and incorporated herein as *Exhibit C*.



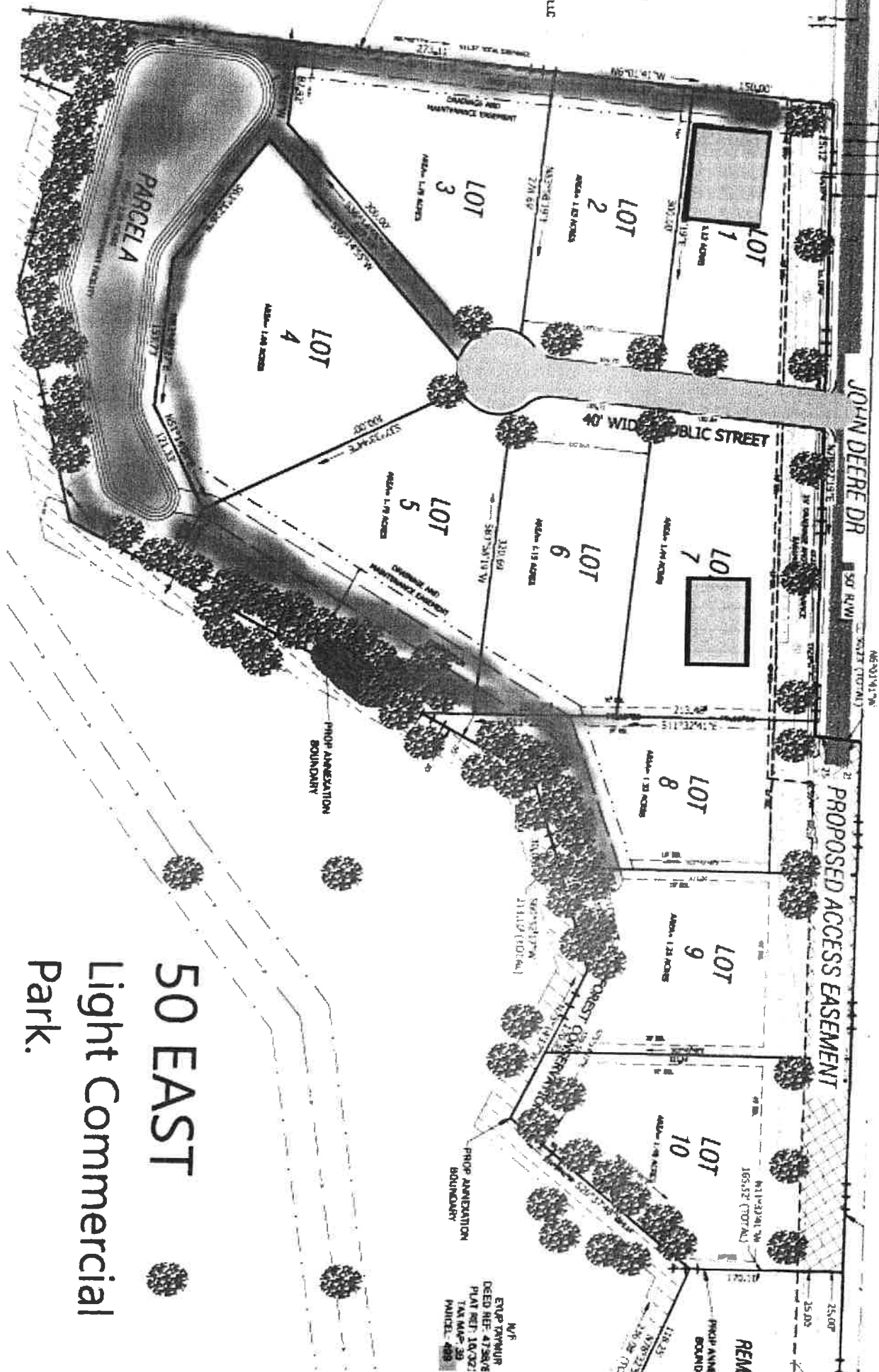
LEGEND

- 1. 1" = 10' SCALE
- 2. 1" = 20' SCALE
- 3. 1" = 40' SCALE
- 4. 1" = 80' SCALE
- 5. 1" = 160' SCALE
- 6. 1" = 320' SCALE
- 7. 1" = 640' SCALE
- 8. 1" = 1280' SCALE
- 9. 1" = 2560' SCALE
- 10. 1" = 5120' SCALE
- 11. 1" = 10240' SCALE
- 12. 1" = 20480' SCALE
- 13. 1" = 40960' SCALE
- 14. 1" = 81920' SCALE
- 15. 1" = 163840' SCALE
- 16. 1" = 327680' SCALE
- 17. 1" = 655360' SCALE
- 18. 1" = 1310720' SCALE
- 19. 1" = 2621440' SCALE
- 20. 1" = 5242880' SCALE
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- 22. 1" = 20971520' SCALE
- 23. 1" = 41943040' SCALE
- 24. 1" = 83886080' SCALE
- 25. 1" = 167772160' SCALE
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- 43. 1" = 43980465111040' SCALE
- 44. 1" = 87960930222080' SCALE
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- 48. 1" = 1407374883553280' SCALE
- 49. 1" = 2814749767106560' SCALE
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- 73. 1" = 47223664828696452136960' SCALE
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- 75. 1" = 188894659314785808547840' SCALE
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- 2

JOHN DEERE DRIVE – SALISBURY 50 ANNEX, LLC

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 southerly right of way line of John Deere Drive near the northeasterly corner of Lot 1 of Tim-Mar Acres. X 1,224,724.73 Y 199,801.51 (1) Thence with the said Corporate Limits line South six degrees one minute forty-seven seconds East (S 06° 01' 47" E) nine hundred ten decimal three, seven (910.37) feet to a breakpoint on the easterly line of the said Lot 1. X 1,224,820.36 Y 198,896.18 (2) Thence South zero degrees twenty-five minutes thirty-nine seconds East (S 00° 25' 39" E) two hundred sixty-eight decimal zero, five (268.05) feet to a point near the southeasterly corner of the said Lot 1. X 1,224,822.36 Y 198,628.14 (3) Thence South eighty-three degrees twenty-four minutes eight seconds East (S 83° 24' 08" E) nine decimal nine, zero (9.90) feet to a point at the southeasterly corner of the lands of Salisbury 50 Annex, LLC also being known as Parcel AA. X 1,224,832.20 Y 198,627.00; (4) Thence by and with the southeasterly lines of the said Parcel AA the following seven (7) courses: (a) North nine degrees twelve minutes fifty-eight seconds East (N 09° 12' 58" E) three hundred eighty-eight decimal zero, nine (388.09) feet to a point X 1,224,894.35 Y 199,010.09; (b) South eighty-seven degrees thirty-four minutes fifty-three seconds East (S 87° 34' 53" E) two hundred four decimal six, one (204.61) feet to a point X 1,225,098.78 Y 199,001.45 (c) North sixty-four degrees twenty-three minutes twenty-four seconds East (N 64° 23' 24" E) two hundred fifty-six decimal zero, seven (256.07) feet to a point X 1,225,329.69 Y 199,112.13 (d) North fifteen degrees fifty-five minutes thirty-five seconds East (N 15° 55' 35" E) five hundred sixty decimal zero, six (560.06) feet to a point X 1,225,483.37 Y 199,650.70 (e) North sixty degrees fifty-four minutes sixteen seconds East (N 60° 54' 16" E) two hundred thirteen decimal one, zero (213.10) feet to a point X 1,225,669.58 Y 199,754.32 (f) South seventy-five degrees twelve minutes eighteen seconds East (S 75° 12' 18" E) one hundred seventy decimal eight, five (170.85) feet to a point X 1,225,834.77 Y 199,710.69 (g) North twenty-six degrees thirty-nine minutes forty-seven seconds East (N 26° 39' 47" E) two hundred forty-nine decimal two, four (249.24) feet to a point at the southwesterly corner of Parcel B. X 1,225,946.62 Y 199,933.43 (5) Thence by and with the westerly line of the said Parcel B North eleven degrees thirty minutes forty-one seconds West (N 11° 30' 41" W) one hundred sixty-five decimal three, five (165.35) feet to a point near the southerly right of way line of U. S. Route 50 being on the existing Corporate Limits Line. X 1,225,913.62 Y 200,095.45 (6) Thence with the said Corporate Limits Line South seventy-eight degrees twenty-seven minutes eleven seconds West (S 78° 27' 11" W) five hundred fifty-four decimal one, six (554.16) feet to a point at the northerly end of the John Deere Drive right of way. X 1,225,370.68 Y 199,984.52 (7) Thence with the end of the said right of way South five degrees fifty minutes fifty-two seconds East (S 05° 50' 52" E) fifty decimal two, five (50.25) feet to a point at the southerly end of the said John Deere Drive. X 1,225,375.80 Y 199,934.53 (8) Thence continuing with the existing Corporate Limits Line South seventy-eight degrees twenty-seven minutes ten seconds West (S 78° 27' 10" W) six hundred sixty-four decimal five, two (664.52) feet to the point of beginning.

Annexation containing 16.622 acres, more or less.



N/A
 BK OF DELAWARE, LLC
 F. 2308/514
 F. 18/2008
 MAP-30
 ZIL 13A

ANNEXATION
 MONAR

N/A
 ENP PLAN/UR
 DEED REF: 4728/B
 PLAN REF: 10/CZ
 TAX MAP-30
 PARCEL-488

50 EAST
 Light Commercial
 Park.



Infrastructure and Development Staff Report

August 12, 2021

I. BACKGROUND INFORMATION:

Project Name: John Deere Drive Annexation

Applicant/Owner: Parker & Associates for Salisbury 50 Annex LLC

Infrastructure and Development Case No.: 202100726

Nature of Request: Zoning Recommendation for Annexation

Location of Property: John Deere Drive; Map #0039; Grid #0011; Parcel #0739; Lot: PAR
AA

Requested Zoning District: Mixed Use Non-Residential

II. SUMMARY OF REQUEST:

A. Introduction:

The City Administration has referred the John Deere Drive annexation to the Planning Commission for review and recommendation of an appropriate zoning designation. **(Attachments 1 – 2)** The property is located at the east end of John Deere Drive, south of eastbound US Rt. 50, and is 16.62 acres in size, according to MD Dept. of Assessment & Taxation. **(Attachment 3)**

B. Area Description:

The requested annexation area consists of one (1) lots on one (1) parcel that total 16.62 acres in size. **(Attachments 4 – 5)**

III. ZONING ANALYSIS:

A. Existing Zoning:

The annexation area and the adjoining County area to east is zoned LB – 1 Light Business & Institutional, as are properties to the north, across US Rt. 50. To the west, the properties are located in the City's Mixed Use Non-Residential District. The south is bordered by properties in the County's A – 1 Agricultural – Rural District. All properties south of US Rt. 50 (both county and city) are also in the A – 2 Airport Overlay District.



City of
Salisbury
Jacob R. Day, Mayor

B. County & City Plans.

The County Comprehensive Plan designates this property and area as Urban Corridor. Meanwhile, the City's Comprehensive Plan targets this site as Mixed Use.

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. This area is designated "Urban Corridor."

3. Maryland Law.

House Bill 1141 made two (2) changes to Annexation Procedures that became effective October 1, 2006. They are:

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

IV. DEVELOPMENT SCENARIO:

A. Proposed Use:

The applicant/owner proposes to subdivide the site into 10 lots that are intended for a small business park. The newly created lots will be targeted for office-type uses.
(Attachment 6)

B. Access:

Lots 1 – 7 will have access from a new interior street that extends south from John Deere Drive. Lots 8 – 10 are proposed to have an access easement extending



City of
Salisbury
Jacob R. Day, Mayor

eastward from John Deere Drive.

C. Configuration and Design:

The annexation area is oddly shaped and adjoins the existing City boundaries along the west property line (Deere Pointe Professional Park).

D. Estimated Development Impacts:

The development impact assessment traditionally pertains to a proposal for a residential development. This site is proposed for multiple business/office-type uses.

V. ZONING RECOMMENDATION:

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned LB – 1 Light Business & Institutional in the County.

The adopted Salisbury Comprehensive Plan designates nearby areas as mixture of both Mixed Use, and the proposed use and requested zoning classification of Mixed Use Non-Residential meets this designation by utilizing the adjoining City zoning classification and also incorporating the inherently permitted uses of three (3) different zoning districts (Light Business and Institutional, Neighborhood Business, and Select Commercial districts), allowing for a wide variety of uses. **(Attachment 7)**

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



City of
Salisbury
Jacob R. Day, Mayor

August 16, 2021

Parker and Associates
528 Riverside Drive
Salisbury, MD 21801
Attn: Brock Parker

RE: #202100726 Annexation Zoning – John Deere Drive Annexation –Map 0039, Grid 0011, Parcel 0739, Lot PAR AA

Dear Mr. Parker:

The Salisbury Planning Commission at its August 12, 2021, meeting, forwarded a **FAVORABLE** recommendation to the Mayor and City Council for the referenced property to be zoned **Mixed Use Non-Residential** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

If you have any questions or concerns regarding this matter, please call our office at 410-548-3130.

Sincerely,

Henry Eure
Project Manager

Memorandum

To: Richard Baldwin, Director, City of Salisbury Department of Infrastructure & Development
From: Heather R. Konyar, Esquire
Date: 12/27/2022
Re: *Fiscal Impact* – John Deere Drive – Salisbury 50 Annex, LLC Annexation

Petition Requesting the City’s Annexation of the Property:

Salisbury 50 Annex, LLC (“**Salisbury 50**”) filed a Petition for Annexation (the “**Petition**”), dated June 17, 2021, with the City of Salisbury (the “**City**”), requesting the City annex the following parcel of land:

- o Map 0039, Grid 0011, Parcel 0739, Parcel AA, consisting of 16.62 acres of land more or less, and having a premises address of John Deere Drive, Salisbury, Maryland 21804, and further having a Tax Identification Number of 05-123437; (collectively, the “**Annexed Property**”).

If approved by the City Council, the City’s annexation of the Annexed Property will add 16.62+/- acres of land to the municipal boundaries of the City, to be zoned as “Mixed Use Non-Residential” and subject to the standards set forth in Section 17.160 *et seq.* of the City of Salisbury City Code (the “**City Code**”). The City’s annexation of the Annexed Property is estimated to have an immediate, annual net-positive fiscal impact on the City in the amount of \$52,266.00+/- . This Memorandum is intended to summarize estimated costs the City will incur, and estimated revenues the City will generate, if the Annexed Property is annexed by the City as requested by the Petition.

Costs Incurred by the City from the Annexation of the Property:

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY2023 Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand – i.e., how much the costs incurred by the City for providing a service are likely to vary with each additional household or job (in the present case, cost projections are limited solely to jobs added by the subject annexation, since development of the Annexed Property, as planned by Salisbury 50, will be exclusively commercial).

Regardless of the nature or extent of the proposed use or the planned development of an annexed property, some portion of all public services provided by the City is fixed; therefore, the cost to the City for providing such public services will remain constant no matter how the annexed property is ultimately used or developed. Accordingly, for purposes of this cost projection, the portion of such fixed costs is not assigned to any unknown or potential development arising from the City’s annexation of the Annexed Property. In light of such considerations, the annual costs to the City for the Annexed Property is estimated to be approximately \$36,700.00+/- .

Revenues to City from the Annexation of the Property:

When land is annexed into the City it is immediately subject to the municipal real property tax levied by the City. The municipal real property tax is applied to the value of land and improvements located thereon. Under the City’s FY2023 Budget, the municipal real property tax rate is set at \$0.9832 per \$100 of assessed value. Since

the actual assessed value of the improvements Salisbury 50 has proposed for development upon the Annexed Property is unknown, this Memorandum estimates the assessed value of the Annexed Property, once developed as Salisbury 50 has proposed, by computing the average assessed value of multiple comparable properties located within the municipal boundaries of the City. The source for the assessed values is Maryland's State Department of Assessment and Taxation.

Under Salisbury 50's proposed development plan, the Annexed Property would be subdivided into ten (10) lots intended for a small business park. Once fully developed, the aggregate assessed value of the Annexed Property is estimated to be approximately \$9,048,640.00. Using the real property tax rate adopted by the City for its FY2023 Budget, the City's total expected annual revenue from municipal real property taxes levied on the Annexed Property (after its full development) is estimated to be \$88,966.00.¹

It is difficult to make reliable projections about the activities of future businesses that may occupy new development projects. For this reason, the personal property tax receipts likely to accrue from future businesses operated within the Annexed Property are not included as part of the analysis contained in this Memorandum. Accordingly, the fiscal impact set forth in this Memorandum undercounts the total revenue the City can project from the Annexed Property once fully developed. It is also important to note: upon annexation of the Annexed Property (regardless of development), the City can begin receiving some revenue from the municipal real property taxes levied upon the Annexed Property. These property tax revenues – which would typically occur prior to the development of the Annexed Property (and, hence, before the City incurs costs to provide certain public services for the Annexed Property) – are not included for purposes of the fiscal impact study set forth in this Memorandum.

Lastly, the City imposes certain user fees, license fees and permitting fees, which the City charges to applicants for permits and/or users of certain public services provided by the City. The revenues from these fees are relatively small compared to the revenue generated by the City's municipal real property tax, and such fee revenue is not included for purposes of the fiscal impact study set forth in this Memorandum.

Conclusion:

Upon completion of Salisbury 50's proposed development of the Annexed Property, the John Deere Annexation will result in a positive fiscal impact to the City of approximately \$52,266.00+/- per year in constant 2023 dollars.

¹ Regardless of any development, upon annexation of the Annexed Property, the City can expect a minimum of \$5,135.86+/- in annual revenue from the municipal real tax levied on the Annexed Property.

ORDINANCE NO. 2778

AN ORDINANCE OF THE CITY OF SALISBURY TO REZONE TWO PROPERTIES LOCATED AT 401 SNOW HILL ROAD AND 409 SNOW HILL ROAD FROM R-10 RESIDENTIAL TO GENERAL COMMERCIAL

WHEREAS, the ongoing application, administration and enforcement of Title 17 (Zoning) of the City Code of the City of Salisbury (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to keep the provisions of Title 17 current, comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, the Mayor and Council may amend Title 17 (Zoning) of the Salisbury City Code pursuant to the authority granted by MD Code, Land Use, § 4-102, subject to the provisions set forth in § 17.228.020 of the Salisbury City Code;

WHEREAS, pursuant to § 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Map requires the recommendation of the Salisbury Planning and Zoning Commission (the “**Planning Commission**”) prior to the passage of an ordinance amending the Salisbury Zoning Map;

WHEREAS, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of § 17.228.020 of the Salisbury City Code on December 15, 2022;

WHEREAS, at the conclusion of its December 15, 2022 meeting, the Planning Commission recommended, by a vote of 7-0, that rezoning set forth herein be approved by the Mayor and Council;

WHEREAS, the City Council, after a Public Hearing did, in a public meeting, adopt the Findings of Fact as required by Chapter 17.228.030A of Title 17, Zoning, of the Salisbury Municipal Code, as to the following matters:

- (a) Population change;
- (b) Availability of public facilities;
- (c) Present and future transportation patterns;
- (d) Compatibility with existing and proposed development for the area;
- (e) The recommendation of the Planning Commission;
- (f) The relationship of such proposed amendment to the jurisdiction’s plan.

WHEREAS, said Findings have been duly set forth, shall be found in the minutes of the meeting or meetings at which these matters were discussed;

WHEREAS, the City Council has found that there was mistake in the existing zoning of the properties due to a land use designation error in the City of Salisbury’s 2010 Comprehensive Plan; and

WHEREAS, the Mayor and Council have determined that the amendments to the Salisbury Zoning Map set forth shall be adopted as set forth herein.

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

Section 1. The existing zoning of the properties as shown in Exhibit A attached hereto and made part hereof, shall be changed as follows: Reclassification of the R-10 Residential areas of 401 Snow Hill Road and 409 Snow Hill Road to General Commercial.

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

Section 2. 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 3. 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 4. 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 4.

Section 5. This Ordinance shall take effect from and after the date of its final passage but in no event until ten (10) days after the date of the Council’s Public Hearing.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 23rd day of January, 2023 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 13th day of February, 2023

ATTEST:

Kimberly R. Nichols, City Clerk

Muir W. Boda, City Council President

Approved by me, this _____ day of _____, 2023.

John R. Heath, Acting Mayor

401 Snow Hill Rd and 409 Snow Hill Rd Existing Zoning Map



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ATTEST:

Kimberly R. Nichols, City Clerk

Muir W. Boda, President, Salisbury City Council

APPROVED BY ME THIS _____ day of _____, 2023.

John R. Heath, Acting Mayor

47 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
48 Salisbury held on the 27th day of February, 2023 and thereafter, a statement of the substance of the
49 Ordinance having been published as required by law, in the meantime, was finally passed by the Council
50 of the City of Salisbury on the 13th day of March, 2023.

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52 **ATTEST:**

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58 **Kimberly R. Nichols, City Clerk**

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60 **Muir W. Boda, City Council President**

61 Approved by me, this _____ day of _____, 2023.

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66 **John R. Heath, Acting Mayor**

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ORDINANCE NO. 2782

AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT ADDITIONAL SFY 2023 HOMELESSNESS SOLUTIONS PROGRAM FUNDING IN THE AMOUNT OF \$9,574 AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE HOMELESS SERVICES CASE SPECIALIST POSITION.

WHEREAS, the Somerset County Health Department received funding from the Department of Housing and Community Development (DHCD) specific to the delivery of Homelessness Solutions Program (HSP) services; and

WHEREAS, the Somerset County Health Department has awarded the City of Salisbury Homelessness Solutions Program grant funding; and

WHEREAS, the purpose of the grant program is to support homeless services, including case management, in the City of Salisbury; and

WHEREAS, the Somerset County Health Department has awarded the City additional funds in the amount of \$9,574 exceeding the original amount approved by the Ordinance 2721 (FY23 Schedule C); and

WHEREAS, the additional funds in the amount of \$9,574 will be used to provide Street Outreach Services, HSP Case Management, and Rapid Rehousing Rental Assistance; 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 CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Acting Mayor Jack R. Heath is hereby authorized to accept funding from the Somerset County Health Department for additional funds in the amount of \$9,574.

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

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

Increase HSP Revenue account (10530-423603-xxxxx) by \$9,574

Increase HSP Non-Clerical Salary Expense account (10530-501002-xxxxx) by \$9,574

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.

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

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49 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
50 Salisbury held on the 27th day of February, 2023 and thereafter, a statement of the substance of the Ordinance
51 having been published as required by law, in the meantime, was finally passed by the Council of the on the
52 13th day of March, 2023.

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54 **ATTEST:**

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59 **Kimberly R. Nichols, City Clerk**

_____ **Muir W. Boda, City Council President**

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61 Approved by me, this _____ day of _____, 2023.

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John R. Heath, Acting Mayor

INTER

OFFICE

MEMO

Finance Department

To: Julia Glanz, City Administrator
From: Keith Cordrey, Director of Finance
Subject: Ordinance – Bill Board License Fee
Date: March 1, 2023

KAC

The Finance Department recommends revising the Billboard License Fee set by the FY23 Budget Ordinance to be the same as charged in FY22. We propose this revision be effective retroactive to 7/1/22.

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

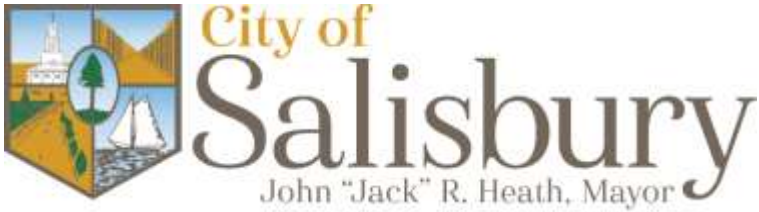
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APPROVED BY ME THIS _____ day of _____, 2023.

John R. Heath, Acting Mayor

Exhibit 1

Licenses			
Billboard License	0.55-1.65	Per Year, per square foot	Finance



To: Julia Glanz, City Administrator

From: Andy Kitzrow, Deputy City Administrator

Subject: Budget Amendment for GOB Renovations and Office Relocation

Date: 3/1/2023

Enclosed in the Budget Amendment reallocating available funds into a project account in order to complete office renovations in the Government Office Building and relocate offices from the GOB to 115. S Division Street (Salisbury HQ, previously the Salisbury Fire Headquarters).

Funds were identified in existing GOB accounts, GOB projects and miscellaneous projects that no longer require these funds. The renovations and relocation will occur Spring & Summer 2023.

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ORDINANCE NO. 2784

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE
MAYOR TO TRANSFER FROM THE GENERAL FUND AND
APPROPRIATE FUNDS FOR THE GOVERNMENT OFFICE BUILDING #1
and #2 PROJECT IN THE GENERAL CAPITAL PROJECT FUND.**

WHEREAS, due to staffing increases the City of Salisbury desires to expand into additional office space to conduct daily operations;

WHEREAS, the City of Salisbury has entered into a lease agreement with the property owner of 115 S. Division Street (previously known as the Salisbury Fire Headquarters);

WHEREAS, the expansion proposal will relocate the Mayor’s Office, Downtown Visitor Center, and City Council Chamber to 115 S. Division Street;

WHEREAS, the City has determined an additional appropriation for the Government Office Building #1 and #2 project is required in the amount of \$ 248,039.24;

WHEREAS, funding for the project shall be provided by the transfer of \$53,000 from the General Fund plus reallocations from various projects; and

WHEREAS, the appropriations necessary to execute the appropriation of \$248,039.24, as provided hereinabove, 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 John R. Heath is hereby authorized to appropriate funds for the Government Office Building #1 & #2 project in the amount of \$248,039.24.

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

Section 2. The City of Salisbury’s FY23 General Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	None	Current Year Surplus	01000-469810	53,000.00
Increase	Expense	None	Transfer General Capital Projects Fund	91001-599109	53,000.00

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Section 3. The City of Salisbury’s General Capital Project Fund Budget be and hereby is amended as follows:

Increase	Account	Project Description	Account Description	Account	Amount
Increase	Revenue	GOB #1 & 2	PayGO	98002-469110-43038	53,000.00
Increase	Expense	GOB #1 & 2	Construction	98002-513026-43038	53,000.00
Decrease	Revenue	City Park Phase 1	PayGO	98018-469313-48041	899.06
Decrease	Expense	City Park Phase1	Construction	98118-513026-48041	899.06
Increase	Revenue	GOB #1 & 2	PayGO	98018-469313-43038	899.06
Increase	Expense	GOB #1 & 2	Construction	98118-513026-43038	899.06
Decrease	Revenue	Service Center	PayGO	98022-469313-43007	140,000.00
Decrease	Expense	Service Center	Construction	98122-513026-43007	140,000.00
Increase	Revenue	GOB #1 & 2	PayGO	98022-469313-43038	140,000.00
Increase	Expense	GOB #1 & 2	Construction	98122-513026-43038	140,000.00
Decrease	Revenue	City Park Master Plan	PayGO	98002-469110-48019	30,457.06
Decrease	Expense	City Park Master Plan	Construction	98102-513026-48019	30,457.06
Increase	Revenue	GOB #1 & 2	PayGO	98002-469110-43038	30,457.06
Increase	Expense	GOB #1 & 2	Construction	98002-513026-43038	30,457.06
Decrease	Revenue	GOB Roof Improvements	PayGO	98017-469313-43029	12,288.96
Decrease	Expense	GOB Roof Improvements	Buildings	98017-577015-43029	12,288.96
Increase	Revenue	GOB #1 & 2	PayGO	98017-469313-43038	12,288.96
Increase	Expense	GOB #1 & 2	Construction	98017-513026-43038	12,288.96
Decrease	Revenue	Exterior Siding Repair	PayGO	98022-469313-48059	181.66
Decrease	Expense	Exterior Siding Repair	Construction	98122-513026-48059	181.66
Increase	Revenue	GOB #1 & 2	PayGO	98022-469313-43038	181.66
Increase	Expense	GOB #1 & 2	Construction	98122-513026-43038	181.66
Decrease	Revenue	Street Light Additions	PayGO	98022-469313-48068	1,212.50
Decrease	Expense	Street Light Additions	Construction	98122-513026-48068	1,212.50
Increase	Revenue	GOB #1 & 2	PayGO	98022-469313-43038	1,212.50
Increase	Expense	GOB #1 & 2	Construction	98122-513026-43038	1,212.50
Decrease	Revenue	GOB Security Enhancements	PayGO	98022-469313-43031	10,000.00
Decrease	Expense	GOB Security Enhancements	Construction	98122-513026-43031	10,000.00
Increase	Revenue	GOB #1 & 2	PayGO	98002-469313-43038	10,000.00
Increase	Expense	GOB #1 & 2	Construction	98102-513026-43038	10,000.00

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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.



City of
Salisbury
John "Jack" R. Heath, Mayor

To: Andy Kitzrow, Acting City Administrator
From: Richard D. Baldwin, Director of Infrastructure and Development *RD*
Date: 2/28/2023
Re: Zoning Code Text Amendment to Chapter 17.136

MCAP Salisbury LLC the owner of Harbor Pointe Phase III has submitted a request to amend Sections 17.136.010.B entitled "Purpose", 17.136.030 entitled "Permitted uses", and 17.136.050 entitled "Development standards", of the Salisbury City Code.

The text amendments to Chapter 17.136 – Planned Residential District No. 3B-Harbor Pointe Phases III and IV, Sections 17.136.010.B, 17.136.030, and 17.136.050 were reviewed by the City Attorney and received a favorable recommendation from the Planning Commission following a public hearing on February 16, 2023.

The amendments enable a mix of cottages, elderly and handicapped apartments, and a care home. This is an appropriate development pattern to meet the current housing shortage and needs of residents.

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

ATTACHMENTS (2):

1. **ORDINANCE**
2. **PLANNING COMMISSION STAFF REPORT**



**Infrastructure and Development
Planning and Zoning
Commission
Staff Report**

Meeting of February 16, 2023

Public Hearing - Text Amendment - To amend Title 17,
Zoning, Chapter 17.136 entitled "Planned Residential District No. 3B – Harbor Pointe Phases III
and IV"

I. CODE REQUIREMENTS:

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission shall hold a Public Hearing on proposed text amendments to the Code. The Commission shall forward a recommendation within six (6) months to the City Council. In accordance with the Salisbury Zoning Code the City Council shall also hold a public hearing before granting final approval to code text amendments.

Public notice was provided in accordance with the requirements of 17.04.150.
(Attachment 1)

II. REQUEST:

MCAP Salisbury LLC the owner of Harbor Pointe Phase III has submitted a request to amend Sections 17.136.010.B entitled "Purpose", 17.136.030 entitled "Permitted uses", and 17.136.050 entitled "Development standards", of the Salisbury City Code.

A draft of Chapter 17.136 is shown in Attachment 2 with the proposed amendments bolded and underlined. Language to be deleted is shown with a strikethrough.

III. PLANNING AND ZONING:

The amendments will provide consistency and clarity with the existing and proposed development of Harbor Pointe Phase III. The mix of cottages, elderly and handicapped apartments, and a care home is an appropriate development pattern to meet the current housing shortage and needs of residents.



City of
Salisbury
John "Jack" R. Heath, Mayor

The draft amendment has been reviewed by the City Solicitor for legal sufficiency.

IV. STAFF RECOMMENDATION:

The Department of Infrastructure and Development recommends that the Planning Commission forward a **FAVORABLE** recommendation to the Mayor and City Council for the proposed amendments as shown in Attachment 2 and on the findings in the staff report.

**SALISBURY PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT**

In accordance with the provisions of Section 17.228, Amendments and Rezoning, of the Salisbury Municipal Code, the City of Salisbury proposes amendments to the text of Title 17, Zoning, Chapter 17.136., entitled “Planned Residential District No. 3B – Harbor Pointe, Phases III and IV” to include new uses and revised development standards for Phase III.

A PUBLIC HEARING WILL BE HELD ON

Thursday, February 16, 2023, at 1:30 P.M. in the Council Chambers, Room 301, of the Government Office Building, 125 North Division Street, Salisbury, Maryland to hear opponents and proponents, if there be any.

Subsequent to the consideration of this proposal by the Salisbury Planning and Zoning Commission, a recommendation will be made to the Salisbury City Council for its consideration at a Public Hearing.

The Commission reserves the right to close a part of this meeting in accordance with the Annotated Code of Maryland, General Provisions, section 3-305(b).

(FOR FURTHER INFORMATION CALL 410-548-3170)

Charles “Chip” Dashiell, Chairman

Publication Dates: February 2, 2023
 February 9, 2023

Chapter 17.136 PLANNED RESIDENTIAL DISTRICT NO. 3B—HARBOR POINTE, PHASES III AND IV

17.136.010 Purpose.

- A. The purpose of planned residential district No. 3B* is to provide for the development of certain lands between Pemberton Drive and the Harbor Pointe, Phase II, planned residential district No. 3A, with a multifamily development and a neighborhood business area in a planned and attractive natural environment with connection and continuation of the large area of open space in Phases I and II of Harbor Pointe planned residential district No. 3 and planned residential district No. 3A.
- B. Phase III provides for development of those lands between the community recreation area and cluster lots in Phase II and the neighborhood business area in Phase IV ~~with a multifamily development in a mixture of one-, two- and three-story units, to be sold as condominiums~~ **with a care home, apartment building for elderly and handicapped, and single-family, two-family, three-family, or four-family buildings.**
- C. Phase IV provides for development of those lands along Pemberton Drive on the west side of Harbor Pointe Drive and north side of Phase III with a low-scale small neighborhood business area designed to primarily serve the residents of Harbor Pointe Drive.

(Prior code § 150-165.54)

* Editor's Note: The planned residential district No. 3B—Harbor Pointe, Phases III and IV, Map is included at the end of this chapter.

17.136.020 Area of reclassification.

The area to be rezoned as planned residential district No. 3B—Harbor Pointe. Phases III and IV, consists of twelve and forty-nine-hundredths (12.49) acres of land being part of land known as the "Bell Farm," situated in the city of Salisbury, Wicomico County, Maryland, on the northerly side of and binding upon the Harbor Pointe Phase II, planned residential district No. 3A and southerly side of Pemberton Drive; adjoining Harbor Pointe Drive and the community recreation area in Phase II, on the east and the lands of Wicomico County Historical Park on the west; the same being as shown on the preliminary subdivision plat of the Phases III and IV area prepared by Davis, Bowen & Friedel, Inc., dated May 1988, with the land surveyor of record, Philip Parker & Associates, noted thereon. The site is shown on Assessment Map No. 37 as Part of Parcels 304 and 296.

(Prior code § 150-165.55)

17.136.030 Permitted uses.

- A. Permitted uses shall be as follows for Phase III:
 - 1. ~~Multifamily dwelling units as shown on the approved and recorded final development plan.~~ **Single-family, two-family, three-family, or four-family buildings;**
 - 2. **Care home; and**
 - 3. **Apartment building for elderly and handicapped.**
- B. Permitted uses shall be as follows for Phase IV:
 - 1. Uses listed in the neighborhood business district, section 17.32.020.

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2. Day care center or nursery school in accordance with chapter 17.220.

(Ord. 1779, 2001; Prior code § 150-165.56)

17.136.040 Accessory uses and structures.

A. Accessory uses and structures shall be as follows for Phase III:

1. Maintenance building;
2. Gazebo;
3. Uses clearly incidental to, customary to and associated with the permitted use.

B. Accessory uses and structures shall be as follows for Phase IV:

1. Kiosk;
2. Uses clearly incidental to, customary to and associated with the permitted use.

(Prior code § 150-165.57)

17.136.050 Development standards.

Development standards for the planned residential district No. 3B shall be as follows:

A. Minimum Lot or Building Area Requirements.

1. Phase III: ten and twenty-four hundredths (10.24) acres as shown on the approved and recorded final development plan;
2. Phase IV: two and two hundred forty-seven thousandths (2.247) acres as shown on the approved and recorded final development plan.

B. Minimum Perimeter Setback Requirements.

1. Minimum perimeter setback requirements for all structures shall be as follows:

a. Phase III.

- i. Perimeter: forty (40) feet from west property line;
- ii. Harbor Pointe Drive: fifty (50) feet from property line;
- iii. Phase III recreation area: ten (10) feet from property line;
- vi. Phase II cluster lots: thirty (30) feet from property line;
- vii. Phase IV: thirty (30) feet from property line.

b. Phase IV.

- i. Perimeter: one hundred (100) feet from west property line;
- ii. Pemberton Drive: fifty (50) feet from property line;
- iii. Harbor Pointe Drive: fifty (50) feet from property line;
- iv. Phase III: ten feet from property line.

2. Phase III lot setbacks shall be as shown on the recorded subdivision plat approved by the Planning Commission. Modifications to these setbacks shall require Planning Commission approval prior to recordation of a resubdivision plat.

-
- ~~23.~~ All other setbacks shall be as shown on the final development plan.
- C. Density requirements shall be as follows:
1. Phase III: ~~nine and thirty-eight hundredths (9.38) units per acre;~~
 - a. One Hundred (100) unit care home;**
 - b. One Hundred (100) unit apartment building for elderly and handicapped; and**
 - c. Twenty-four (24) units: one-family, two-family, three-family, or four-family cottages.**
 2. Phase IV: ten thousand (10,000) square feet of building area for a neighborhood shopping center.
- D. Height requirements shall be as follows:
1. Phase III: ~~forty (40)~~ **forty-eight (48)** feet;
 2. Phase IV: thirty (30) feet.
- E. Parking requirements shall be as follows:
1. **Phase III:**
 - a. One-family, two-family, three-family, or four-family cottages: a minimum of one (1) space per unit (permitted to be either on or off street);**
 - b. Lot 25 (Care Home): a minimum of one (1) space per five (5) beds, plus one (1) space per employee on the largest working shift;**
 - c. Lot 26 (Apartments for the elderly and handicapped): a minimum of one (1) spaces for every two (2) units, plus one (1) space per employee on the largest working shift;**
 2. Phase IV: one space per two hundred (200) square feet of floor area.
- F. Landscaping. Landscaping shall be in accordance with the final landscaping plan as approved by the planning commission.
- G. Sign requirements shall be as follows:
1. Phase III: Signs shall be in accordance with section 17.216.070;
 2. Phase IV: Signs, both ground and wall signage, shall be in accordance with a sign plan approved by the Salisbury planning commission.

(Ord. 1989, 2006; prior code § 150-165.58)

17.136.060 Street standards.

- A. Accessways and street entrances shall be provided as shown on the final development plan as recorded.
- B. Entrances from Harbor Pointe Drive and Pemberton Drive shall be provided and constructed in accordance with the requirements of the city department of infrastructure and development.
- C. A turning lane from Pemberton Drive to Phase IV shall be provided and constructed on the public right-of-way dedicated for the future widening of Pemberton Drive as required by the city director of infrastructure and development.

(Prior code § 150-165.59)

(Ord. No. 2459, 10-9-2017)

17.136.070 Amendments.

Amendments to planned residential development district No. 3B shall be in accordance with the procedures established in Chapters 17.12, 17.204 and 17.228.

(Prior code § 150-165.60)

17.136.080 Final development plan.

A final development plan shall be prepared, submitted to and approved by the planning commission in accordance with chapter 17.204, section 17.204.070.

(Prior code § 150-165.61)

17.136.090 Control of development during construction and after completion.

Once the preliminary development plan and all related development controls are adopted by the city council, development of the area shall be controlled by the final development plan as approved by the planning commission and recorded in the land records of Wicomico County and any amendments thereto. Where specific regulations are not addressed in this district, all other regulations of Title 17 of the city Code shall govern.

(Prior code § 150-165.62)



Planned Residential District No. 3B—Harbor Pointe, Phases III and IV
City of Salisbury, Maryland

48 ~~mixture of one, two and three story units, to be sold as condominiums~~ **with a care home, apartment**
49 **building for elderly and handicapped, and single-family, two-family, three-family, or four-family**
50 **buildings.**

- 51 C. Phase IV provides for development of those lands along Pemberton Drive on the west side of Harbor
52 Pointe Drive and north side of Phase III with a low-scale small neighborhood business area designed to
53 primarily serve the residents of Harbor Pointe Drive.

54 **Section 2.** By amending Section 17.136.030 of the Salisbury City Code, entitled “Permitted uses.” as
55 follows:

56 17.136.030 Permitted uses.

- 57 A. Permitted uses shall be as follows for Phase III:

58 1. ~~Multifamily dwelling units as shown on the approved and recorded final development plan.~~ **Single-**
59 **family, two-family, three-family, or four-family buildings;**

60 **2. Care home; and**

61 **3. Apartment building for elderly and handicapped.**

- 62 B. Permitted uses shall be as follows for Phase IV:

- 63 1. Uses listed in the neighborhood business district, section 17.32.020.
64 2. Day care center or nursery school in accordance with chapter 17.220.

65 **Section 3.** By amending Section 17.136.050 of the Salisbury City Code, entitled “Development
66 standards.” as follows:

67 17.136.050 Development standards.

68 Development standards for the planned residential district No. 3B shall be as follows:

- 69 A. Minimum Lot or Building Area Requirements.

- 70 1. Phase III: ten and twenty-four hundredths (10.24) acres as shown on the approved and recorded
71 final development plan;
72 2. Phase IV: two and two hundred forty-seven thousandths (2.247) acres as shown on the approved
73 and recorded final development plan.

- 74 B. Minimum Perimeter Setback Requirements.

- 75 1. Minimum perimeter setback requirements for all structures shall be as follows:

- 76 a. Phase III.

- 77 i. Perimeter: forty (40) feet from west property line;
78 ii. Harbor Pointe Drive: fifty (50) feet from property line;
79 iii. Phase III recreation area: ten (10) feet from property line;
80 vi. Phase II cluster lots: thirty (30) feet from property line;
81 vii. Phase IV: thirty (30) feet from property line.

- 82 b. Phase IV.

- 83 i. Perimeter: one hundred (100) feet from west property line;
84 ii. Pemberton Drive: fifty (50) feet from property line;
85 iii. Harbor Pointe Drive: fifty (50) feet from property line;
86 iv. Phase III: ten feet from property line.

87 **2. Phase III lot setbacks shall be as shown on the recorded subdivision plat approved by the**
88 **Planning Commission. Modifications to these setbacks shall require Planning Commission**
89 **approval prior to recordation of a resubdivision plat.**

90 **23.** All other setbacks shall be as shown on the final development plan.

91 C. Density requirements shall be as follows:

92 1. Phase III: ~~nine and thirty-eight hundredths (9.38) units per acre;~~

93 **a. One Hundred (100) unit care home;**

94 **b. One Hundred (100) unit apartment building for elderly and handicapped; and**

95 **c. Twenty-four (24) units: one-family, two-family, three-family, or four-family cottages.**

96 2. Phase IV: ten thousand (10,000) square feet of building area for a neighborhood shopping center.

97 D. Height requirements shall be as follows:

98 1. Phase III: ~~forty (40)~~ **forty-eight (48)** feet;

99 2. Phase IV: thirty (30) feet.

100 E. Parking requirements shall be as follows:

101 1. **Phase III:**

102 **a. One-family, two-family, three-family, or four-family cottages: a minimum of one (1) space**
103 **per unit (permitted to be either on or off street);**

104 **b. Lot 25 (Care Home): a minimum of one (1) space per five (5) beds, plus one (1) space per**
105 **employee on the largest working shift;**

106 **c. Lot 26 (Apartments for the elderly and handicapped): a minimum of one (1) spaces for**
107 **every two (2) units, plus one (1) space per employee on the largest working shift;**

108 2. Phase IV: one space per two hundred (200) square feet of floor area.

109 F. Landscaping. Landscaping shall be in accordance with the final landscaping plan as approved by the
110 planning commission.

111 G. Sign requirements shall be as follows:

112 1. Phase III: Signs shall be in accordance with section 17.216.070;

113 2. Phase IV: Signs, both ground and wall signage, shall be in accordance with a sign plan approved by
114 the Salisbury planning commission.

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

117 **Section 4.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this
118 Ordinance shall be deemed independent of all other provisions herein.

119 **Section 5.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,
120 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise
121 unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph,
122 subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be
123 deemed valid and enforceable.

124 **Section 6.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such
125 recitals were specifically set forth at length in this Section 6.

126 **Section 7.** This Ordinance shall take effect from and after the date of its final passage.
127

128 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury
129 held on the _____ day of _____, 2023 and thereafter, a statement of the substance of the Ordinance having
130 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the
131 _____ day of _____, 2023

132 **ATTEST:**

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141

Kimberly R. Nichols, City Clerk

Muir W. Boda, City Council President

Approved by me, this _____ day of _____, 2023.

John R. Heath, Acting Mayor