

RESOLUTION NO. 3260

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO MODIFY THE CITY OF SALISBURY SUSTAINABLE COMMUNITY BOUNDARIES TO INCLUDE 510 WEST ROAD.

WHEREAS, the City of Salisbury has previously submitted to the Maryland Department of Housing and Community Development (the "**Department**") a Sustainable Community Designation Application (the "**Application**"), and has adopted a Sustainable Community Plan (the "**Plan**"), which Application and Plan have been approved either directly by the Department, or through the Smart Growth Subcabinet of the State of Maryland; and

WHEREAS, the City of Salisbury proposes to modify the area designated as the City of Salisbury Sustainable Community (the "**Sustainable Community**"), as outlined on the revised Sustained Community map attached hereto as **Exhibit 1** (the "**Modified Area**"); and

WHEREAS, the Modified Area is located within a priority funding area under Section 5-7B-02 of the Smart Growth Act; and

WHEREAS, the applicable law and the Community Legacy Program regulations require a local government to submit an application to the Department in order to modify a designated Sustainable Community.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. The Council of the City of Salisbury hereby approves the modification of the Sustainable Community as outlined on the revised Sustained Community map attached hereto as **Exhibit 1**, and the Mayor of the City of Salisbury be and hereby is authorized to execute any and all documents necessary to carry out the intent of this resolution.

Section 2. Copies of this Resolution shall be sent to the Secretary of the Department of Housing and Community Development of the State of Maryland for consideration by the Smart Growth Sub-Cabinet.

Section 3. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Resolution 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 Resolution shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

Section 5. The recitals set forth hereinabove and **Exhibit 1** attached hereto, are incorporated into this section of the Resolution as if such recitals and **Exhibit 1** were specifically set forth at length in this Section 5.

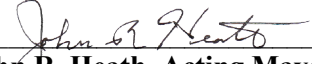
THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 22nd day of May, 2023 and is to become effective immediately upon adoption.

ATTEST:


Kimberly R. Nichols, City Clerk


Muir W. Boda, City Council President

Approved by me, this 26th day of May, 2023.


John R. Heath, Acting Mayor

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City of
Salisbury



- Current Sustainable Community
- Sustainable Community Boundary Modification

PRE-ANNEXATION COVENANT AND AGREEMENT

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

THIS PRE-ANNEXATION COVENANT AND AGREEMENT (hereinafter referred to as “Agreement”) made and executed this 16 day of December, 2022, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter referred to as “City”), and Dynamic Development LLC (hereinafter referred to as “Owner”):

WHEREAS, Owner is in the process of developing or performing construction on a tract of land (hereinafter referred to as “Property”) located at 510 West Road, Salisbury, MD (Address) 05156/00320 (Liber/Folio), located in a previously identified Urban Service District, but outside the City of Salisbury Corporate Limits, Wicomico County, State of Maryland, and has requested water and/or sewer utility service to the described Property utilizing City of Salisbury public utility mains; and

WHEREAS, the Owner has requested the Property be included within the boundary map of the modified 2022 Sustainable Communities application attached hereto as Exhibit A.

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

A. City will modify the boundary map for the Sustainable Communities to include the Property.

B. City will allow the extension of existing utilities outside the City corporate limits to serve the Property after January 1, 2028, but conditioned upon the agreement that the Owner shall petition for annexation of the Property into the City upon request by the City and, in any event, no later than January 1, 2030.

C. Owner shall be responsible for all costs and fees associated with the connection of services as established by the policy of the City of Salisbury for utility construction and service connections. Owner shall make all required payments on a time schedule established by the City.

D. Owner shall request service connection for both water and sewer utilities to the Property, when available.

E. The Parties expressly acknowledge and agree the City has made no promise or assurance as to the zoning or lawful use of the Property at the time of annexation, and this Agreement 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.

F. The Owners shall:

1. Dedicate to the City all easements and rights-of-way needed to serve Property with water and/or sewer utilities.
2. Prepare and submit executed deeds for utility easement and/or right-of-way, when needed.
3. Pay fees to the City of Salisbury required for hookup, inspection, and other costs associated with providing water and sewer service to the Property.
4. Prepare a site plan showing building proximity to other buildings and property lines, where needed. Plans shall be prepared with sufficient detail to allow the City to determine location of service to the existing or proposed buildings.
5. Submit a petition for annexation within thirty (30) days of receipt of an annexation request from the City.
6. Agree to pay for all costs associated with the annexation, including, but not limited to, advertising costs.

G. The City shall:

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

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

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

ATTEST:

CITY OF SALISBURY

Donna S. Day By: [Signature] (SEAL)

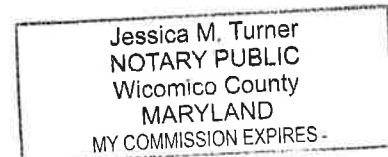
Handwritten signature

Handwritten signature (SEAL)
, Owner

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 20th day of December, 2022, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared Jacob R. Day, as Mayor for the CITY OF SALISBURY, a municipal corporation of the State of Maryland, and on their behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.



Jessica M. Turner
NOTARY PUBLIC

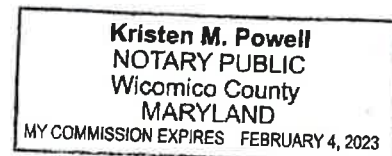
My Commission Expires: 2/28/26

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 16th day of December, 2022, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared Brit Davis, Owner, and (they/he/she) acknowledged the foregoing to be (their/his/her) respective act and deed.

AS WITNESS my hand and Notarial Seal.

Kristen M. Powell
NOTARY PUBLIC



My Commission Expires: 2/4/2023

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.

Laura Evelyn Hay
Laura Evelyn Hay, Esquire



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

To: Andy Kitzrow
From: Laura Soper
Subject: 510 West Road Sustainable Community
Date: 5/5/23

Included is a Resolution to support the addition of 510 West Road to the City of Salisbury's Sustainable Community designation. The expansion of the SCA boundary is a necessary step for the revitalization of property located at 510 West Road. Wicomico County applied for and received a grant in the amount of \$500,000 for the strategic demolition and revitalization of the former Campbell Soup factory located at 510 West Road. In order to complete a grant agreement for work to begin, the property must be located within a SCA boundary, which is administered by the City of Salisbury.

Before applying to add it to the Sustainable Community, the City executed a pre-annexation agreement with the developer, Dynamic Development, that would require the property to be annexed no later than January 1, 2030. A copy of this agreement is also included in Council's documents.