



MARYLAND

**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

**AUGUST 18, 2014
COUNCIL CHAMBERS, ROOM 301
GOVERNMENT OFFICE BUILDING**

- 1:30 p.m. Youth Civics Council Presentations – Brittany Goff
- 2:00 p.m. Urban Bee Keeping Ordinance – Jake Day/Council Discussion
- 2:15 p.m. Urban Chickens Discussion – Jake Day/Council Discussion
- 2:30 p.m. Reallocation of 2003 CDA Bonds – Keith Cordrey/Council Discussion
- 2:45 p.m. City Tennis Court Lighting Upgrade – Mike Moulds
- 3:00 p.m. City Marina Entrance and Signage Improvement – Mike Moulds
- 3:15 p.m. South Division Street/Rinnier Annexation – Brock Parker/Chris Jakubiak/Blair Rinnier
- 3:45 p.m. Bed & Breakfast Inns in Newtown Historic District – Jack Lenox/Mark Tilghman
- 4:15p.m. Non-Conforming Uses/Amortization legislation for properties in Newtown Historic District – Jack Lenox/Mark Tilghman
- 4:45 p.m. Motion to convene in Closed Session
- Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 10-508(a).*

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson, City Administrator
From: Terence Arrington, Assistant City Administrator
Subject: Urban Bee Keeping Ordinance
Date: August 13, 2014

Attached for Council discussion during the August 18th work session, is a working draft of language to support the implementation of a beekeeping ordinance for the City of Salisbury. This item was prepared and submitted to the administration in draft format for Council consideration. With Council support, the administration will work with the City Attorney to draft an official ordinance with recommended changes for consideration in an upcoming legislative session.

If you have any question, please let me know.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING TITLE 6 – ANIMALS – OF THE SALISBURY CITY CODE TO ADD DEFINITIONS RELATED TO BEEKEEPING AND ENACTING CHAPTER _____ TO AUTHORIZE BEEKEEPING SUBJECT TO CERTAIN REGULATIONS.

WHEREAS, honeybees benefit mankind by providing agriculture, fruit, and garden pollination services and by furnishing honey, wax, and other useful products; and

WHEREAS, honeybees pollinate or enhance one third of all fruits and vegetables eaten by U.S. consumers, and

WHEREAS, in the last 50 years the domesticated honeybee population, on which most farmers depend for pollination, has declined by about 50 percent, and

WHEREAS, domestic strains of honeybees have been selectively bred for desirable traits, including gentleness, honey production, reduced swarming, pollination attributes, and other characteristics which are desirable to foster and maintain; and

WHEREAS, gentle strains of honeybees can be maintained within populated areas in without causing a nuisance if properly located, managed, and maintained, and

WHEREAS, the City Council of Salisbury, Maryland, (i) desires to enact Chapter 6.06, Salisbury City Code, to add definitions related to beekeeping and to authorize beekeeping subject to certain regulations as set forth below, and (ii) finds such action reasonably furthers the health, safety, and general welfare of the citizens of Salisbury.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that Chapter 6 be modified and additional sections added as follows:

Chapter 6.06

BEEKEEPING

Sections:

6.06.010 Definitions

6.06.020 Purpose

6.06.030 Certain conduct unlawful

6.06.040 Hives on residential lots

6.06.050 Beekeeper registration

6.06.060 Hives

6.06.070 Flyways

6.06.080 Water

6.06.090 Beekeeping equipment

6.06.100 Conflict with County Health Department Regulations

6.06.110 Violations

6.06.010 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

“Apiary” means any place where one (1) or more colonies of bees are located.

“Beekeeper” means a person who owns or has charge of one (1) or more colonies of bees.

“Beekeeping Equipment” means anything used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom boards, and extractors.

“Colony” means bees in any hive including queens, workers, and drones.

“Hive” means a frame hive, box hive, box, barrel, log, gum skep, or other artificial or natural receptacle which may be used to house bees.

“Honeybee” means the common honeybee, Apis mellifera species, at any stage of development, but not including the African honeybee, Apis mellifera scutellata species, or any hybrid thereof.

6.06.020 Purpose.

The purpose of this chapter is to authorize beekeeping subject to certain requirements intended to avoid problems that may otherwise be associated with beekeeping in populated areas.

6.06.030 Certain conduct unlawful.

Notwithstanding compliance with the various requirements of this chapter, it shall be unlawful for any person to maintain an apiary or to keep any colony on any property in a manner that threatens public health or safety, or creates a nuisance.

6.06.040 Hives on residential lots.

- A. As provided in this chapter, and notwithstanding any contrary provision in Title 17 of this code, an apiary, consisting of not more than three (3) hives or an equivalent capacity, may be maintained in a side or rear yard of any residential lot. On a residential lot which is one-half (0.5) acre or larger, the number of hives located on the lot may be increased to five (5).

- B. A person shall not locate or allow a hive on property owned or occupied by another person without first obtaining written permission from the owner or occupant.

6.06.050 Beekeeper registration.

Each beekeeper shall be registered with the Maryland Department of Agriculture as provided in the Utah Bee Inspection Act set forth in Title 15, Subtitle 07 of the Maryland Annotated Code, as amended.

6.06.060 Hives.

- A. Honeybee colonies shall be kept in hives with removable frames which shall be kept in sound and usable condition.
- B. Hives shall be placed at least ten (10) feet from any property line and six (6) inches above the ground, as measured from the ground to the lowest portion of the hive; provided, however, that this requirement may be waived in writing by the adjoining property owner.
- C. Hives shall be operated and maintained as provided in the Title 15, Subtitle 07: Apiary Inspection, of the Maryland Annotated Code.
- D. Each hive shall be conspicuously marked with the owner's name, address, telephone number, and state registration number.

6.06.070 Flyways.

A hive shall be placed on property so the general flight pattern of bees is in a direction that will deter bee contact with humans and domesticated animals. If any portion of a hive is located fifteen (15) feet from an area which provides public access or from a property line on the lot where an apiary is located, as measured from the nearest point on the hive to the property line, a flyway barrier at least six (6) feet in height shall be established and maintained around the hive except as needed to allow access. Such flyway, if located along the property line or within five (5) feet of the property line, shall consist of a solid wall, fence, dense vegetation, or a combination thereof, which extends at least ten (10) feet beyond the hive in each direction so that bees are forced to fly to an elevation of at least six (6) feet above ground level over property lines in the vicinity of the apiary.

6.06.080 Water.

Each beekeeper shall ensure that a convenient source of water is available to the colony continuously between March 1 and October 31 of each year. The water shall be in a location that minimizes any nuisance created by bees seeking water on neighboring properties.

6.06.090 Beekeeping equipment.

Each beekeeper shall ensure that no bee comb or other beekeeping equipment is left upon the grounds of an apiary site. Upon removal from a hive, all such equipment shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.

6.06.100 Conflict with County Health Department Regulations.

In the event of a conflict between any regulation set forth in this chapter and honeybee management regulations adopted by the Wicomico County Health Department, the most restrictive regulations shall apply.

6.06.110 Violations.

A violation of this chapter may be remedied as provided in Sections 6.05.XXX of this title. When a violation of this chapter is committed, and provided it is not charged in conjunction with another criminal offense and does not constitute a fourth or succeeding notice of violation within a twenty-four (24) month period, an authorized agent of the City shall issue a civil notice of violation to such violator in lieu of a misdemeanor citation.

BE IT FURTHER ORDAINED that this ordinance shall take effect immediately upon adoption.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the ___ day of _____, 2014, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ___ day of _____, 2014.

ATTEST:

Kimberly R. Nichols, City Clerk

Jacob R. Day, City Council President

Approved by me this ___ day of _____, 2014

James Ireton, Jr. Mayor

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson, City Administrator
From: Terence Arrington, Assistant City Administrator
Subject: Urban Chicken Ordinance
Date: August 13, 2014

Attached for the Council discussion is a working draft of language to support the implementation of an urban chicken ordinance for the City of Salisbury. This item was prepared and submitted to the administration in draft format for Council consideration. With Council support, the administration will work with the City Attorney to draft an official ordinance for consideration in an upcoming legislative session.

If you have any question, please let me know.

Attachment: Draft Urban Chicken Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING TITLE 6 – ANIMALS – OF THE SALISBURY CITY CODE TO ADD DEFINITIONS RELATED TO URBAN CHICKENS AND ENACTING CHAPTER _____ TO AUTHORIZE THE KEEPING OF CHICKENS SUBJECT TO CERTAIN REGULATIONS.

WHEREAS, _____; and

WHEREAS, the City Council of Salisbury, Maryland, (i) desires to modify Chapter 6.04, Salisbury City Code and enact Chapter 6.05, Salisbury City Code, to add definitions related to urban chickens and to authorize the keeping of chickens subject to certain regulations as set forth below, and (ii) finds such action reasonably furthers the health, safety, and general welfare of the citizens of Salisbury.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that Chapter 6 be modified and additional sections added as follows:

Chapter 6.04

DOGS, FOWL AND OTHER ANIMALS

Sections: (excerpts)

6.04.040 Maintenance of fowl within residential districts prohibited

6.04.270 Farm animals prohibited

6.04.040 Maintenance of fowl within residential districts prohibited.

No person shall keep, own, maintain, use or have in his possession any live ~~chickens~~, turkeys, guineas, geese, ducks or pigeons within any residential district within the corporate limits of the city of Salisbury, other than in a municipal park or licensed slaughterhouse-, except as set forth in Chapter 6.05.

6.04.270 Farm animals prohibited.

No person shall keep, raise, maintain, or have in his possession any live cows, goats, sheep or other farm animals within the corporate limits of the city other than a licensed slaughterhouse, **except as permitted in Chapter 6.05 and Chapter 6.06.**

Chapter 6.05

URBAN CHICKENS

Sections:

6.05.010 Definitions

6.05.020 Purpose

6.05.030 Unlawful acts

6.05.040 Number of chickens permitted

6.05.050 Registration

6.05.060 Enclosures

6.05.070 Henhouses

6.05.080 Odor and noise impacts

6.05.090 Lighting

6.05.100 Predator, rodent, insect and parasite reduction

6.05.110 Feed and water

6.05.120 Waste storage and removal

6.05.130 Veterinary care

6.05.140 Removal of chickens

6.05.150 Violations and penalties

6.05.160 Appeals

6.05.010 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

“Urban chicken” means a hen chicken permitted under this article.

6.05.020 Purpose.

The purpose of this article is to provide standards for the keeping of domesticated chickens. It is intended to enable residents to keep a small number of chickens while limiting the potential adverse impacts on the surrounding neighborhood. The City recognizes that adverse neighborhood impacts may result from the keeping of domesticated chickens as a result of noise, odor, unsanitary animal living conditions, unsanitary waste storage and removal, the attraction of predators, rodents, insects, or parasites, and unconfined animals leaving the owner's property. This article is intended to create standards and requirements that ensure that domesticated chickens do not adversely impact the neighborhood surrounding the property on which the chickens are kept.

6.05.030 Unlawful acts.

- A. It shall be unlawful for any person to keep chickens in violation of any provisions of this article or any other provisions of the City of Salisbury, Municipal Code.
- B. It shall be unlawful for any owner, renter, or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this article.
- C. No person shall keep chickens inside a single-family dwelling unit, multifamily dwelling unit(s) or rental units.
- D. No person shall keep chickens on a vacant or uninhabited parcel of land.
- E. No person shall raise any animal for fighting.

6.05.040 Number of chickens permitted.

- A. The maximum number of chickens allowed is six (6) per occupied single-family dwelling unit.
- B. No roosters are permitted.

6.05.050 Registration.

Chickens must be registered with the State Department of Agriculture, Domestic Poultry and Exotic Bird Registration Division.

6.05.060 Enclosures.

- A. Chickens must be kept in an enclosure or fenced area at all times. During daylight hours, chickens may be allowed outside of their pen in a securely fenced yard if supervised by the owner or responsible person. Chickens shall be secured within the henhouse during the non-daylight hours.
- B. Enclosures must be clean, dry, and odor free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impacts.
- C. The hen house and chicken pen must provide adequate ventilation and adequate sun and shade, and both must be resistant to rodents, wild birds, and predators, including dogs and cats.
- D. Enclosures, henhouses and pens may not be closer than five (5) feet to any residence or property line.

6.05.070 Henhouses.

- A. A henhouse shall be provided and shall be designated to provide safe and healthy living conditions for the chickens while minimizing adverse impacts to other residents in the neighborhood.
- B. An enclosed chicken pen must be provided, consisting of sturdy wire fencing. Opening windows and vents must be covered with predator- and bird-proof wire with openings of less than one inch. The pen must be covered with wire, aviary netting, or solid roofing.
- C. The enclosed chicken pen area must be kept in a clean manner to prevent manure-borne pathogens such as coccidia and nematodes.
- D. The structure shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night.
- E. Full sized hens will be given at least two square feet of personal covered living space and an additional three square feet of yard space in which to move freely about. The square footage can be in any reasonable configuration.
- F. The henhouse shall have a well maintained interior and exterior.

6.05.080 Odor and noise impacts.

- A. Odors from chickens, chicken manure, or other chicken-related substances shall not be perceptible at the property boundaries.
- B. Perceptible noise from the chickens shall not be loud enough at the property boundaries to disturb persons of reasonable sensitivity.

6.05.090 Lighting.

Only motion-activated lighting may be used to light the exterior of the henhouse.

6.05.100 Predator, rodent, insect and parasite reduction.

The property owners shall take all necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites.

6.05.110 Feed and water.

Chickens must be provided with access to feed and clean water at all times; such feed and water shall be rodent-proof.

6.05.120 Waste storage and removal.

Provisions must be made for the storage and removal of chicken manure. The proper methods for removal of chicken waste are composting or double-bagging and placing in tightly-covered trash

receptacles. All stored manure shall be rodent-proof by a fully enclosed structure with a roof or lid over the entire structure. All other manure not used for composting or fertilizing shall be removed. In addition, the henhouse, chicken pen and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

6.05.130 Veterinary care.

All chickens must be afforded veterinary care if they are known or suspected to be sick or injured.

6.05.140 Removal of chickens.

- A. Avian influenza: known informally as "avian flu" or "bird flu." Detection of a HPAI virus may result in immediate culling of the flock. Removal of the flock will be determined by the Maryland Department of Agriculture.
- B. If an order of removal is issued the violator will be given 30 days to remove the chickens or any chicken related structures that are in violation, if the city needs to send any one for such a matter the violator will be responsible for any accrued fees.
- C. Any of the aforementioned officers or inspector in 6.05.140 (A), may order the removal of the chickens upon a determination that the chickens pose a health risk.
- D. If a chicken dies, it must be disposed of promptly. Carcasses shall be buried on site at a depth not less than two (2) feet, then firmly covered with soil. Bricks, large stones, concrete blocks or other heavy, solid objects may be placed over the filled hole to discourage digging by dogs or other animals. These may be removed once decomposition is assured. Powdered lime may be spread on the carcass before filling the hole to hasten decomposition and minimize odor. It is illegal to place animal carcasses of any kind in city trash containers.

6.05.150 Violations and penalties.

- A. The Health Inspector, Health Officer, Animal Control Officer or Neighborhood Services & Code Compliance officer can cite violations and fines.
- B. Any person found in violation of any of these codes they may be issued a corrective action letter or notice of violation or a municipal citation. They will be ordered to comply with in a reasonable amount of time. If a person has five (5) violations on the same property within a 365-day period, said property will be designated a chronic nuisance property.
- C. Any person who trains or uses a dog, bird, fowl, cock, or any other animal; or who permits same to be trained or used for the purpose of fighting; or who arranges or conducts an animal fight or participates as a spectator of an animal fight shall be subject to a criminal penalty of One Thousand Dollars (\$1,000.00) and/or imprisonment of not less than ninety (90) days but not more than six (6) months. The Court may also impose an order requiring a psychological evaluation of the convicted offender.

6.05.160 Appeals.

A person appealing the issuance of any violations, fines, by the Permitting Officer may appeal to the Board of Appeals within 21 days of the decision being appealed. (or Apply 15.27.060 from Ordinance no.2265, Chronic Nuisance Property Owners on Appeals)

BE IT FURTHER ORDAINED that this ordinance shall take effect immediately upon adoption.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the ___ day of _____, 2014, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ___ day of _____, 2014.

ATTEST:

Kimberly R. Nichols, City Clerk

Jacob R. Day, City Council President

Approved by me this ___ day of _____, 2014

James Ireton, Jr. Mayor

City of Salisbury



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MARYLAND

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

TO: Tom Stevenson, City Administrator
FROM: Mike Moulds, Director of Public Works *MM*
DATE: August 11, 2014
SUBJECT: City Park Tennis Court Lighting Upgrade

The Department of Public Works is proposing to utilize leftover funds from the 2003 CDA bond issue to upgrade the lighting at the City Park Tennis Courts. The existing lights were installed in 1992. A total of 16 metal halide 400 W lamps were installed on 40 foot poles. Over time the fixtures (ballast and bulbs) have degraded resulting in reduced illumination.

We are proposing to install 16 new metal halide 1000 W fixtures to improve the lighting on the courts to a recreational standard using the existing poles. The new lighting will be more efficient and have a greater lamp life.

The budget for this project is \$25,000. In addition to the purchase and installation of the lighting upgrade, the funding will also be used to perform maintenance on the courts including pressure washing of the court surface and repair of cracks in the court surface. The cleaned surface will contribute to improving overall lighting conditions.

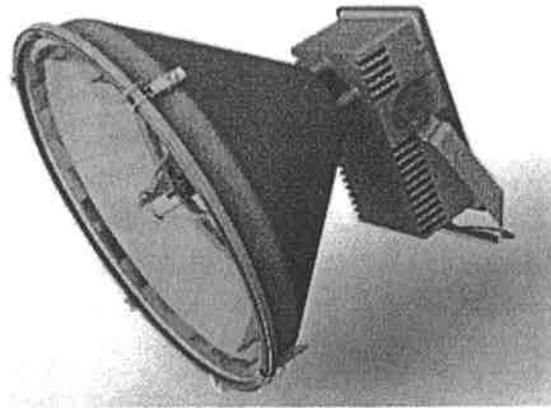
Funding will come from leftover funds from project contingency, the South Baptist Storm Drain project and the cancelled Springfield Circle St drainage project.

Let us know if you have any questions or need any additional information.

UltraSpot Pulse Start HID Flood

Features

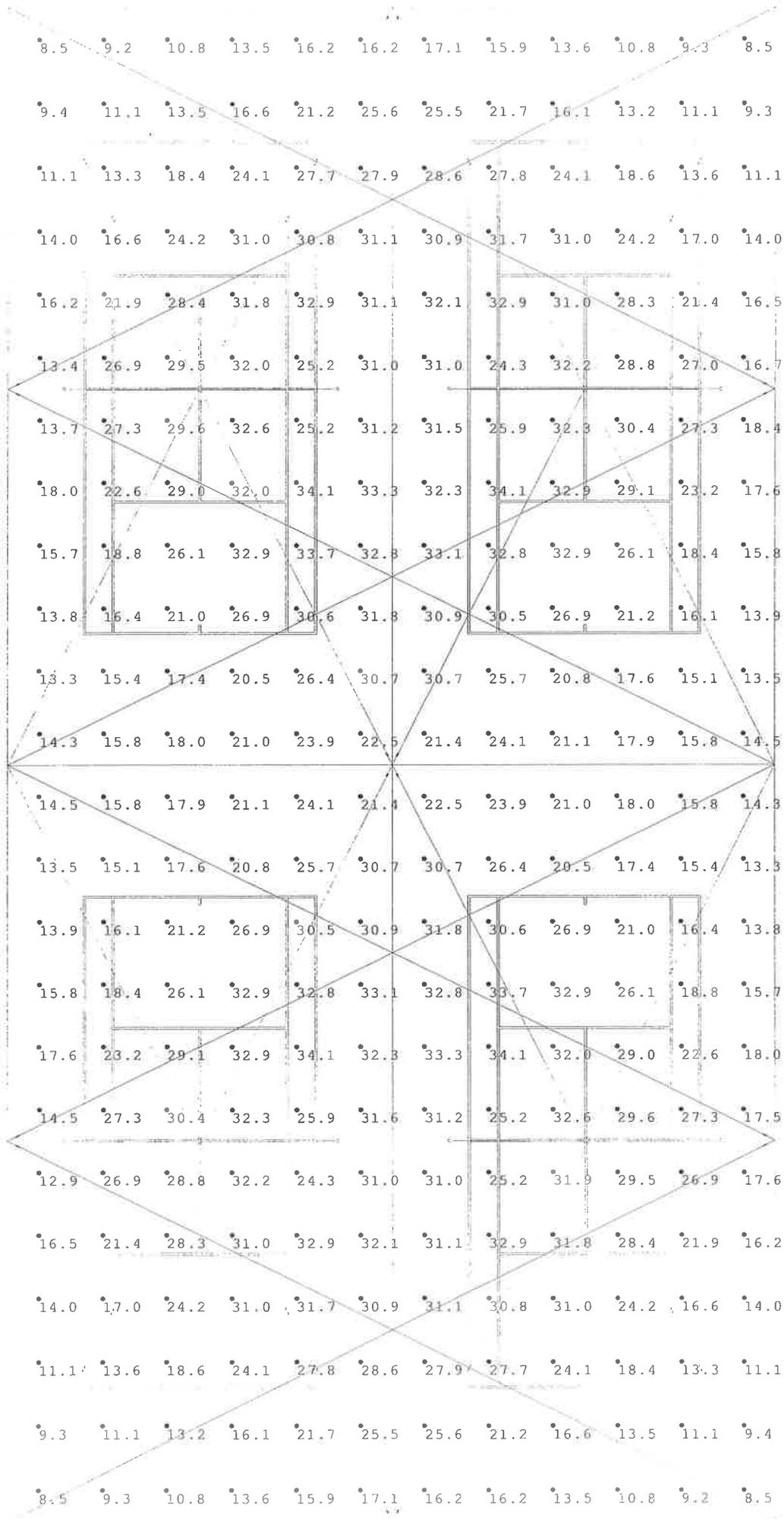
- Standard Heavy Duty Hall Shroud
- Advanced Segmented Optic Design
- 40C Temperature Rating
- Pulse Start HID Technology
- IP65 Construction
- Up to 600% Increase in Lamp Life
- 40% Energy Reduction



FINISH	Source	Lamp**	Arc Count	Voltage	Distribution	Options
<ul style="list-style-type: none"> • N = Natural Aluminum • G = Gray Powder Coat • DB = Dark Bronze Powder Coat • C = Custom Powder Coat 	<ul style="list-style-type: none"> • M = Metal Halide • S = HPS 	<ul style="list-style-type: none"> • 4S = 400W, HPS • 40 = 400W, MH • 57 = 575W, 68 CRI • 6S = 600W, HPS • 87 = 875W, MH • 01 = 1000W, MH • 1S = 1000W, HPS 	<ul style="list-style-type: none"> • A = Single Arc Tube • B = Double Arc Tube* 	<ul style="list-style-type: none"> • 1 = 120V • 2 = 240V • 2 = 277V • 3 = 347V • 4 = 480V 	<ul style="list-style-type: none"> • N = Narrow • M = Medium • W = Wide 	<ul style="list-style-type: none"> • F1 = 1 Hot Fuse • F2 = 2 Hot Fuse • TV = Top Visor

LAMP LIFE														
MODEL	4SA	4SB	47A	47B	57A	57B	6SA	6SB	87A	87B	01A	01B	1SA	1SB
LAMP LIFE (HRS)	30000	70000	30000	40000	20000	40000	30000	70000	15000	30000	12000	N/A	N/A	24000

*IES files based upon single arc tube lamp. Use of dual arc lamp will provide equal average performance.



City of Salisbury



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MARYLAND

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

TO: Tom Stevenson, City Administrator
FROM: Mike Moulds, Director of Public Works *MSM*
DATE: August 11, 2014
SUBJECT: City Marina Entrance and Signage Improvements

The Department of Public Works is proposing to utilize leftover funds from the 2003 CDA bond issue to make improvements to the Marina entrance and signage.

With the redevelopment of the west shore of the City riverfront there is a desire to improve the visibility of the marina as a City asset and attract increased use of the public water access. Supporting this effort includes recent notice that the City is eligible for \$100,000 in Project Open Space funding to construct a boathouse facility at the marina to encourage development of rowing clubs and kayak recreational uses on the river. The City with the encouragement of the Department of Natural Resources has also applied for \$45,000 in funding to construct the floating docks to support these types of activities.

The improvements are intended to better define the marina entrance with the installation of an entrance sign, street trees and landscaping, completion of the entrance drive paving and installation of decorative entrance fencing and signage at the marina building. Attached are sketches of the signage and preliminary site plan.

The budget for this project is as follows:

Entrance Sign	\$ 8,500
Landscaping	\$ 3,000
Entrance Paving	\$25,000
Decorative Fencing	\$ 4,500
Marina Sign	\$ 4,000
Contingency	<u>\$ 5,000</u>
Total Project	\$50,000

Funding will come from leftover funds from project contingency, the South Baptist Storm Drain project and the cancelled Springfield Circle St drainage project.

Let us know if you have any questions or need any additional information.



PROPOSED MARINA IMPROVEMENTS

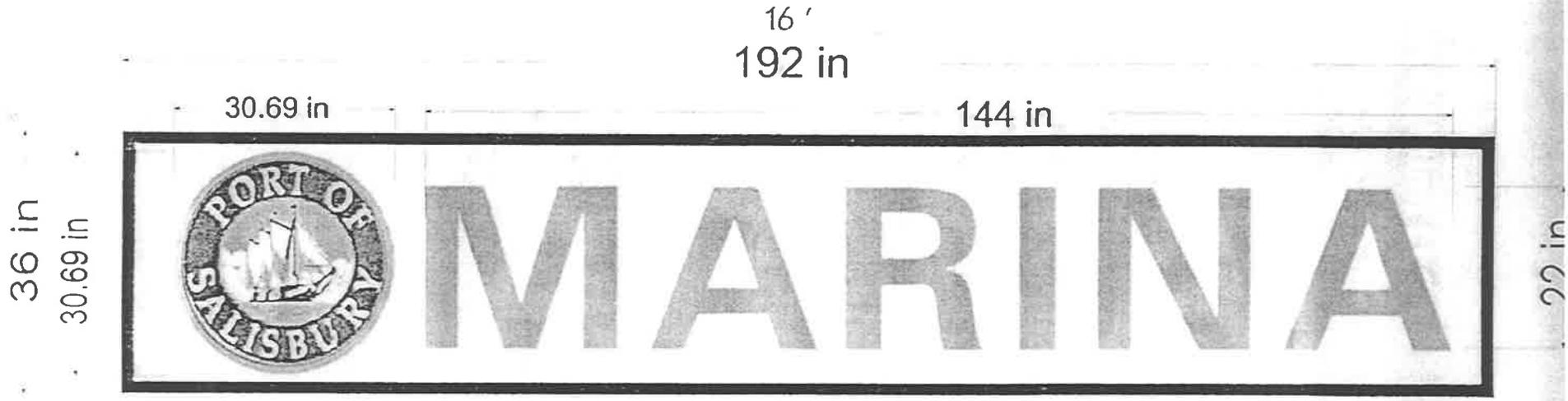
SCALE: 1" = 40'

2010 Photography

U:\CAD Files\DRAW\ALL DCAs\DCA2014\DCA14021.dwg



*Port of Salisbury
Marina*



↑ 2" RETAINERS

INTERNALLY ILLUMINATED SIGN CABINET
ROOF MOUNTED

- PROPOSED COLORS
- WHITE
 - BLACK
 - DIGITAL PRINTED

Memorandum

To: Terence Arrington
From: Christopher Jakubiak, AICP
Date: August 4, 2014
Re: Olney Road / Rinnier Annexation
VIA: Email: tarrington@citylivingsalisbury.com

For City Council discussion at the August 18, 2014 work session, I am sending herewith the draft annexation agreement and concept development plan for the Olney Road / Rinnier Annexation. The attachments include an exhibit of LEED site/building environmental performance data.

Mr. Blair Rinnier had previously filed a petition for annexing the parcel, which is located near the intersection of S. Division Street and Olney Road. He has sought and obtained positive feedback from the Planning Commission pertaining to the proposed land use and zoning. At the May 7, 2014 City Council work session, the City Council discussed the petition, the proposed annexation, and development concepts of the site. The Council directed Mr. Rinnier to work with me to negotiate the terms of an annexation agreement and to refine the concept development plan.

As part of the annexation review process, the City Council will be asked on August 18th to review the annexation agreement and should the Council wish to proceed with the annexation, our next steps will involve preparing the Annexation Plan, an official survey, a fiscal impact evaluation and the official Annexation Resolution.

According to normal Council normal procedures, the Council would hold take up the matter at a future meeting (perhaps in September) and, at its discretion, decide to establish the date for the public hearing (perhaps in October, November or December).

DRAFT

ANNEXATION AGREEMENT

S. Division Street – Rinnier Annexation

THIS AGREEMENT is made this ___ day of _____, 2014, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, “the City”), and OT 2005, LLC_ (hereinafter, “the Owner”) with the principal address at _218 East Main Street Salisbury, MD 21801_, Salisbury, Maryland 21804.

RECITALS

WHEREAS, the Owner is the record owner of certain real property located in Wicomico County, Maryland, (hereinafter, “the Property”), and more particularly described in Attachment “A-1” attached hereto and made a part hereof; and

WHEREAS, the Owner desires to construct upon the Property a residential development of 12 units of rental townhouses for student housing or 11 units and one property management office if such office is approved by the Wicomico County/Salisbury Planning Commission; and

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

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

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

- A. The City of Salisbury, the Salisbury-Wicomico County Planning Commission and staff will be guided by this Agreement throughout the review of any development plans submitted for the Property to ensure that the provisions of this Agreement are specifically implemented and the Property is developed in substantial conformance with the Preliminary Comprehensive Development Plan made part of this Agreement. Any approval granted to a development plan by any commission, board, body, or agent of the City shall be in substantial compliance with the terms and conditions of this Agreement and the appurtenant Preliminary Comprehensive Development Plan.

- B. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Owner's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

2. WARRANTIES AND REPRESENTATIONS OF THE OWNER:

A. This Agreement constitutes the formal written consent to annexation by the Owner as required by Article 23A, Section 19(b). The Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Owner warrants and represents that it have the full authority to sign this Agreement and is in fact the sole owner of the real property encompassed in the annexation area and more particularly described in Attachment "A-1", and that there is no action pending against it involving it that would in any way affect its right and authority to execute this Agreement.

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

3. **APPLICATION OF CITY CODE AND CHARTER**

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

4. **MUNICIPAL ZONING**

Upon the effective date of the Annexation Resolution implementing this Agreement and Approval by the Mayor and City Council of the Concept Development Plan attached to this Agreement, the Property will be zoned R-8A.

5. **MUNICIPAL SERVICES**

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

6. **STANDARDS AND CRITERIA**

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

7. **CITY BOUNDARY MARKERS**

The Owner will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries resulting from this annexation and will provide receipt of such work completed to the City within 90 days of expiration of the 45-day referendum period. The Owner agrees that failure to comply with this provision will subject the Owner to payment of a fee to the City of Salisbury made payable at end of the 90-day period in amount of \$10,000.00 or the cost for the City's surveyor to complete the work, whichever is more.

8. DEVELOPMENT CONSIDERATIONS

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

B. The Owner and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the Concept Development Plan shown as Attachment B-1.

C. Contribution to Area Improvement: (1) The Owner shall construct to City standards and specifications sidewalks and install a planting strip between the curb and sidewalk along the Property's frontage with S. Division Street and the adjoining City-owned parcel's frontage along S. Division Street and Onley Road. The work shall adhere to City specifications and shall be done in accordance with a Public Works Agreement under direction of the City Department of Public Works. The work shall be completed at the same time as other site development is undertaken. (2) The Owner shall pave the full width of the private road located along the northern edge of the property to the typical road pavement design specification for a private road from S. Division Street to the edge of property line.

D. Re-investment in Existing Neighborhoods: The Owner agrees to pay a development assessment to the City on a per unit basis equal to \$2,400.00 per unit or \$28,800 in aggregate. This development assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing areas of the City and which development assessment is understood by the parties to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County or the City, and any assessments that may be required to be paid elsewhere in this Agreement. The Owner agrees to pay the assessment set forth in this paragraph on a per unit basis prior to the issuance of a building permit appurtenant the unit or in one lump sum prior to the issuance of the first building permit, which fee reflects a reduction, in its aggregate amount, of \$9,600-the estimated cost to be incurred by the Owner in the restoration and beautification of the adjacent City-owned lot per by paragraph Fiii of this Agreement.

E. Escalation of Development Assessments: The per lot assessment set forth in paragraph D is subject to adjustment to reflect inflation. Beginning January 1, 2015 the assessment shall be adjusted for inflation and this adjustment shall take place annually thereafter on the first day of January, for any assessment that remains unpaid. The assessment shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics.

F. Community / Environmental Design:

i. The owner agrees that it shall install at time of site development and maintain a pervious surface for at least eight parking spaces located along the northern side of the site along the private drive.

ii. The Owner agrees to install/construct a covered and solar powered lighted bicycle rack convenient and accessible to all residents of the Property and it is to be large enough to accommodate 12 bikes unless the Planning and Zoning Commission requires more at time of development plan approval.

iii. The City agrees to grant access to the Owner, and the Owner's contractors and agents, to the adjacent City-owned lot and the Owner agrees to use this right of access for the sole purpose of clearing and cleaning the site of the asphalt shavings and other debris, applying and stabilizing soil and planting grass seed, and other landscaping which the Owner may suggest and the City may approve, needed to create on the entire lot a park-like appearance, to complete the sidewalk and street tree planting provided for in paragraph C above. The City agrees that it will not withhold permission from the Owner to enter the property for these purposes and the Owner agrees to complete such site work concurrent with site construction of the Property. The concept plan provides for a potential 15-ft wide stormwater easement along the easterly most portion of the adjoin City lot and subject to review by of the City Department of Public Works and the execution by the City of an easement agreement, which approval the City will not unreasonably withhold.

iv. The Owner agrees to achieve LEED credit points in collaboration with the Planning Commission for the project using the rating system established by the United States Green Building Council's 2009 LEED for Neighborhood Development Rating System (as Updated in 2011). The City and Owner/Assignee acknowledge that certain points under the rating system are unattainable because of the project's location, its context, existing available services and established City criteria. The Owner will pursue the LEED points identified on the USGBC 2009 LEED Scorecard for New Construction and Major Renovations (attached hereto as Exhibit C). Notwithstanding, the foregoing, and recognizing that not all LEED points are applicable to and/or available to this type of development in the Salisbury area, the Owner shall use commercially reasonable efforts to meet the intent of each identified LEED point to the benefit of the development, its occupants and the energy efficient intent of the LEED goals. If the Owner and Director of Planning find that any one of the LEED points is not reasonably achievable, the Owner shall replace such LEED point with another LEED point that was not previously selected.

The Owner/Assignee agrees to pursue and substantially meet the intent of the LEED credit points and concepts outlined on Exhibit A, attached hereto and incorporated herein. In keeping with this provision, the Owner/Assignee agrees specifically to adhere to the following energy and environmental performance standards:

- Site lighting fixtures shall be energy efficient and, where possible, shall utilize solar technology and/or LED lamps for energy efficiency and long lamp life. Any streetlights shall also be selected for highest efficiency but recognizing that they will ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury Department of Public Works.
- The Property's entire stormwater management system will be designed in collaboration with a Maryland Registered and LEED certified design professional with utmost and demonstrated consideration given to the following: substantial limitations on impervious surfaces, stormwater infiltration, bio-retention, open channel conveyance, and other best management practices. At time of

development, the Owner/Assignee agrees to plant at least 1.25 shade trees on the Property and for each residential dwelling unit proposed for the Property and any trees planted on the neighboring City lot shall be counted towards this goal.

- Roadway and parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
- The specified HVAC and insulation systems in all building(s) on the Property shall be selected so that in combination of the efficiency of the HVAC systems and the insulating characteristics of the walls shall promote the energy efficient provision of heating and cooling and prevention of heat and cooling loss to the outside. These systems will include a minimum of a 15 SEER HVAC unit and R21 rated insulated walls with Low E windows, unless and until higher federal state or local standards are required.
- No HOA covenants or declaration shall prevent the use of solar panels for individual residences.
- Water-saving plumbing fixtures shall be used in all buildings on the Property.
- Building roofing materials on the Property shall be selected with consideration for energy efficient products

G. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

9. **RECORD PLAT:**

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

10. **MISCELLANEOUS:**

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

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

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

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

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

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

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

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

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and

the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

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

IF TO THE CITY: Thomas Stevenson, City Administrator
125 North Division Street
Salisbury, Maryland 21801

WITH A COPY TO: _____, City Attorney

IF TO THE OWNER: OT 2005, LLC
c/o Blair Rinnier
218 East Main St.
Salisbury, MD 21801

WITH A COPY TO: _____

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

WITNESS: **THE CITY OF SALSBURY, MARYLAND**

By: _____

WITNESS/ATTEST: **OWNER:**
OT 2005, LLC

By: _____
W. Blair Rinnier, Member

APPROVED AS TO FORM:

_____, City Attorney

STATE OF MARYLAND
COUNTY OF _____, to wit:

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

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public

My Commission Expires: _____

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

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public

My Commission Expires: _____

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

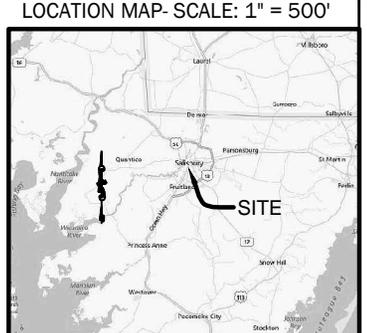
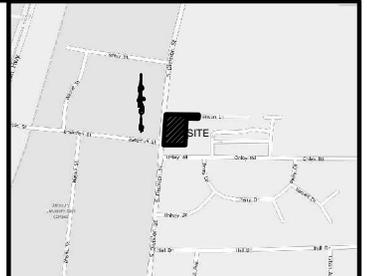
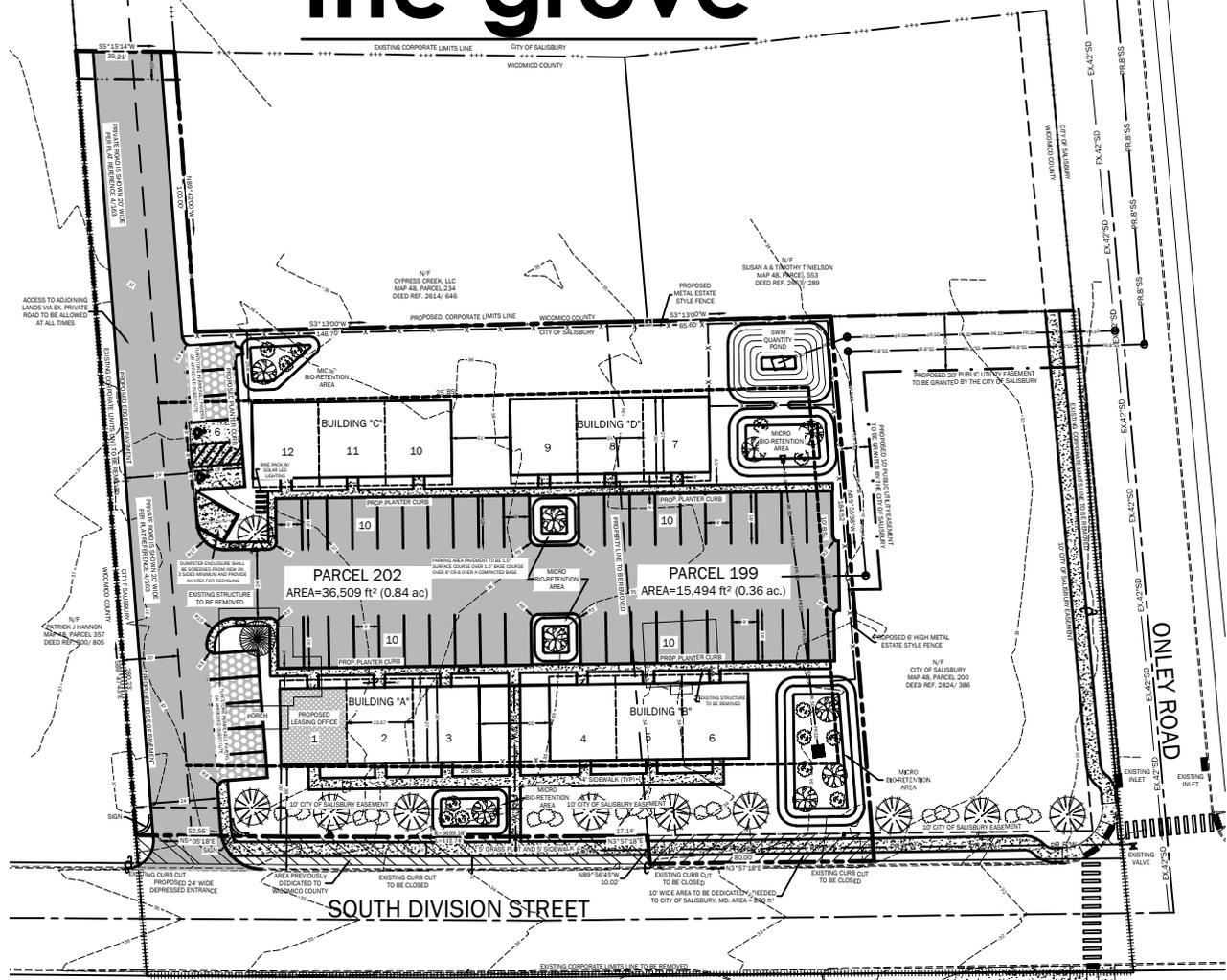
_____, City Attorney

Exhibit A

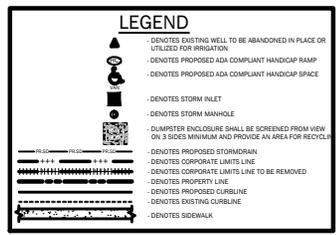
- Site lighting fixtures shall be energy efficient and, where possible, shall utilize solar technology and/or LED lamps for energy efficiency and long lamp life. Any streetlights shall also be selected for highest efficiency but recognizing that they will ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury Department of Public Works.
- The Property's entire stormwater management system will be designed in collaboration with a Maryland Registered and LEED certified design professional with utmost and demonstrated consideration given to the following: substantial limitations on impervious surfaces, stormwater infiltration, bio-retention, open channel conveyance, and other best management practices. At time of development, the Owner/Assignee agrees to plant at least 1.25 shade trees on the Property and for each residential dwelling unit proposed for the Property and any trees planted on the neighboring City lot shall be counted towards this goal.
- Roadway and parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
- The specified HVAC and insulation systems in all building(s) on the Property shall be selected so that in combination of the efficiency of the HVAC systems and the insulating characteristics of the walls shall promote the energy efficient provision of heating and cooling and prevention of heat and cooling loss to the outside. These systems will include a minimum of a 15 SEER HVAC unit and R21 rated insulated walls with Low E windows, unless and until higher federal state or local standards are required.
- No HOA covenants or declaration shall prevent the use of solar panels for individual residences.
- Water-saving plumbing fixtures shall be used in all buildings on the Property.
- Building roofing materials on the Property shall be selected with consideration for energy efficient products
- Owner will pursue the LEED points as identified on the USGBC 2009 LEED Scorecard for New Construction and Major Renovations (attached hereto as Exhibit A-1). Notwithstanding, the foregoing, and recognizing that not all LEED points are applicable to and/or available to this type of development in the Salisbury area, the Owner shall use commercially reasonable efforts to meet the intent of each identified LEED point to the benefit of the development, its occupants and the energy efficient intent of the LEED goals. If the Owner finds that any one of the LEED points is not reasonably achievable, Owner shall replace such LEED point with another LEED point that was not previously selected.



the grove



- GENERAL NOTES**
- The property shown herein is owned and to be developed by: Renewal Development Company, c/o Blair Rivner, 218 East Main St., Salisbury, MD 21801, Phone: 410.742.8151.
 - Deed reference: 1963/ 616.
 - Plot reference: 11/ 230.
 - Total area of Property: 1.1944 acres.
 - Total area of disturbance: 1.3264 acres.
 - 10' wide strip to be deeded and dedicated to the City of Salisbury = 800 sq. ft.
 - Line 1 shall be utilized as a leasing office and NOT for habitation until additional land or other means necessary is acquired to be considered compliant by zoning density requirements.
 - The current Wicomico County water/sewer service category W1/S1.
 - The proposed zoning of this property is: R-BA Residential.
 - This property is located in S-PS management Zone B-1.
 - This property is shown on F.R.M. Community Parcel #2-80078-0027C, Parcel 27 of S55, dated by ZB 94, as being in Flood Zone C: Area of Minimal Flooding.
 - Development shown hereon conforms to the City of Salisbury zoning regulations and construction specifications, as approved.
 - All future construction shall conform to the City of Salisbury Code in effect at the time of construction.
 - Trash collection shall be private, water and sewer shall be public.



CONCEPT DEVELOPMENT PLAN

the grove

Parcel Name: South Division Street
 Some ELECTION DISTRICT: WICOMICO COUNTY, MARYLAND
 Date: 07/03/2014
 Scale: 1" = 20'

PARKER ASSOCIATES

DATE: 07/03/2014

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: City Council
From: Tom Stevenson, City Administrator
Subject: Bed & Breakfast Ordinance
Date: August 13, 2014

Attached please find a draft bed & breakfast ordinance that will provide for bed and breakfast inns within the Newtown Historic District pursuant to special exception. The City Attorney has prepared a draft ordinance pursuant to the suggestion of Council President Day using a combination of suggestions and input from Jack Lenox, Director of Planning for the City of Salisbury.

This draft proposal does not include the number of rooms or number of guests to which a bed and breakfast would be limited. Suggestions have varied from between three rooms and six guests, to up to ten rooms. Given the size of most homes, the lack sufficient off-street parking, and the fact that an inn, which rents ten rooms, might qualify as a hotel. The City Attorney has left the proposed size of bed and breakfast inns in the Newtown Historic District to be decided by the City Council at the work session.

The City Attorney and I will be available to answer any questions that you may have.



LEED 2009 for New Construction and Major Renovations

Project Checklist

Project Name

Date

16 Sustainable Sites Possible Points: 26

Y	?	N			
Y			Prereq 1	Construction Activity Pollution Prevention	
1			Credit 1	Site Selection	1
5			Credit 2	Development Density and Community Connectivity	5
			Credit 3	Brownfield Redevelopment	1
6			Credit 4.1	Alternative Transportation—Public Transportation Access	6
1			Credit 4.2	Alternative Transportation—Bicycle Storage and Changing Rooms	1
3			Credit 4.3	Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles	3
			Credit 4.4	Alternative Transportation—Parking Capacity	2
			Credit 5.1	Site Development—Protect or Restore Habitat	1
			Credit 5.2	Site Development—Maximize Open Space	1
			Credit 6.1	Stormwater Design—Quantity Control	1
			Credit 6.2	Stormwater Design—Quality Control	1
			Credit 7.1	Heat Island Effect—Non-roof	1
			Credit 7.2	Heat Island Effect—Roof	1
			Credit 8	Light Pollution Reduction	1

Water Efficiency Possible Points: 10

Y	?	N			
Y			Prereq 1	Water Use Reduction—20% Reduction	
			Credit 1	Water Efficient Landscaping	2 to 4
			Credit 2	Innovative Wastewater Technologies	2
			Credit 3	Water Use Reduction	2 to 4

1 Energy and Atmosphere Possible Points: 35

Y	?	N			
Y			Prereq 1	Fundamental Commissioning of Building Energy Systems	
Y			Prereq 2	Minimum Energy Performance	
Y			Prereq 3	Fundamental Refrigerant Management	
			Credit 1	Optimize Energy Performance	1 to 19
1			Credit 2	On-Site Renewable Energy	1 to 7
			Credit 3	Enhanced Commissioning	2
			Credit 4	Enhanced Refrigerant Management	2
			Credit 5	Measurement and Verification	3
			Credit 6	Green Power	2

1 Materials and Resources Possible Points: 14

Y	?	N			
Y			Prereq 1	Storage and Collection of Recyclables	
			Credit 1.1	Building Reuse—Maintain Existing Walls, Floors, and Roof	1 to 3
			Credit 1.2	Building Reuse—Maintain 50% of Interior Non-Structural Elements	1
			Credit 2	Construction Waste Management	1 to 2
			Credit 3	Materials Reuse	1 to 2

Materials and Resources, Continued

Y	?	N			
			Credit 4	Recycled Content	1 to 2
1			Credit 5	Regional Materials	1 to 2
			Credit 6	Rapidly Renewable Materials	1
			Credit 7	Certified Wood	1

6 Indoor Environmental Quality Possible Points: 15

Y	?	N			
Y			Prereq 1	Minimum Indoor Air Quality Performance	
Y			Prereq 2	Environmental Tobacco Smoke (ETS) Control	
			Credit 1	Outdoor Air Delivery Monitoring	1
			Credit 2	Increased Ventilation	1
			Credit 3.1	Construction IAQ Management Plan—During Construction	1
			Credit 3.2	Construction IAQ Management Plan—Before Occupancy	1
1			Credit 4.1	Low-Emitting Materials—Adhesives and Sealants	1
1			Credit 4.2	Low-Emitting Materials—Paints and Coatings	1
1			Credit 4.3	Low-Emitting Materials—Flooring Systems	1
			Credit 4.4	Low-Emitting Materials—Composite Wood and Agrifiber Products	1
			Credit 5	Indoor Chemical and Pollutant Source Control	1
			Credit 6.1	Controllability of Systems—Lighting	1
			Credit 6.2	Controllability of Systems—Thermal Comfort	1
1			Credit 7.1	Thermal Comfort—Design	1
			Credit 7.2	Thermal Comfort—Verification	1
1			Credit 8.1	Daylight and Views—Daylight	1
1			Credit 8.2	Daylight and Views—Views	1

1 Innovation and Design Process Possible Points: 6

Y	?	N			
			Credit 1.1	Innovation in Design: Specific Title	1
			Credit 1.2	Innovation in Design: Specific Title	1
			Credit 1.3	Innovation in Design: Specific Title	1
			Credit 1.4	Innovation in Design: Specific Title	1
			Credit 1.5	Innovation in Design: Specific Title	1
1			Credit 2	LEED Accredited Professional	1

Regional Priority Credits Possible Points: 4

Y	?	N			
			Credit 1.1	Regional Priority: Specific Credit	1
			Credit 1.2	Regional Priority: Specific Credit	1
			Credit 1.3	Regional Priority: Specific Credit	1
			Credit 1.4	Regional Priority: Specific Credit	1

25 Total Possible Points: 110

Certified 40 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 to 110

PROPOSED REQUIREMENTS FOR BED AND BREAKFAST PERMIT

An application for a bed and breakfast permit and the procedure for issuance of the permit are as set forth herein.

Upon compliance with all of the requirements of this section and other applicable codes and regulations, the Housing Official (Department of Neighborhood Services and Code Compliance) shall be authorized to issue a permit which shall be valid for a period of five (5) years unless sooner revoked for violation of any condition imposed by the Housing Official or Building Official (Department of Building, Permitting and Inspections), any misrepresentation of fact made to the Housing Official or Building Official in conjunction with the application, the inspection, the review process or any violation of this section or any provision of the City Code. Within thirty (30) days prior to the expiration of any such permit, the property owner shall make application for a permit renewal to the Housing Official, who shall, as a condition of issuance of such renewal, direct the Building Official to make an inspection of the premises for which the permit is sought to determine compliance with the City Code. In the event that the Housing Official determines that a violation exists, the permit shall not be issued or renewed until the violation is cured.

Upon the issuance of a permit for a bed and breakfast inn, an annual inspection shall be required and a compliance certificate for a bed and breakfast use of real property must be issued by the Building Official for continued operation. The Building Official shall either approve or deny the reissuance of a compliance certificate for the bed and breakfast use as a result of an inspection. Said compliance certificate is not transferable with the real property. New property owners must also obtain a new bed and breakfast inn permit. All owners shall provide written permission to the Housing Official and Building Official to allow them to conduct periodic inspections including the annual inspection.

Written permission from all property owner(s) to allow the Housing Official and Building Official to conduct periodic inspections, including the annual inspection, shall be on file with the Housing Official before issuance of any permit or certificate.

Each permit shall expire five (5) years after the date of the initial permit issued from the Housing Official. After five (5) years, the owner must re-apply for a permit and satisfy all requirements for approval as a bed and breakfast inn.

FIRE SAFETY

A bed and breakfast inn shall satisfy all fire and safety measures required by the Building Official during an inspection of the premises. Each bedroom occupied by a paying guest shall be equipped with a properly installed and functioning smoke detector, carbon monoxide detector, and any other required safety devices. The

detectors required by the Code shall be properly installed and functioning on or near the ceiling of each room and hallway from which each rented bedroom extends.

- 45 D. THERE SHALL BE ONLY ONE KITCHEN AND NO
 46 GUEST ROOM SHALL INCLUDE COOKING
 47 FACILITIES;
 48 E. THE OWNER SHALL MAINTAIN A GUEST
 49 REGISTER,SHALL PRESERVE ALL REGISTRATION
 50 RECORDS FOR NO LESS THAN THREE YEARS, AND
 51 SHALL CONSENT TO AND THERAFTER MAKE SUCH
 52 RECORDS AVAILABLE IMMEDIATELY TO THE
 53 HOUSING INSPECTOR UPON REQUEST;
 54 F. THE OWNER MAY DISPLAY A SINGLE EXTERIOR SIGN
 55 (NONILLUMINATED OR INDIRECTLY AND
 56 UNOBTRUSIVELY ILLUMINATED BY NO MORE
 57 THAN TWO SEVENTY-FIVE-WATT LIGHT BULBS
 58 WHICH ARE SHIELDED SO AS TO PREVENT GLARE)
 59 WHICH SHALL NOT EXCEED EIGHT SQUARE FEET
 60 AND, IF FREESTANDING, SHALL BE SET BACK
 61 FIFTEEN FEET FROM THE CURBLINE OR FIVE FEET
 62 FROM THE SIDEWALK , BE NO LESS THAN FIVE
 63 FEET FROM THE SIDE PROPERTY LINE AND NO
 64 LESS THAN FIFTY FEET FROM ANY OTHER
 65 FREESTANDING SIGN; AND
 66 G. THEOWNER HAS BEEN ISSUED A PERMIT FOR THE
 67 USE AND OPERATION OF THE OWNER OCCUPIED
 68 DWELLING AS A BED AND BREAKFAST INN BY
 69 THEHOUSING INSPECTOR PURSUANT TO THE
 70 REQUIREMENTS ESTABLISHED BY ORDINANCE.
 71
 72

73 AMEND Section 17.64.040, Uses And Development Standards by lettering the current
 74 sentence of that section as paragraph A and adding the following paragraph B:
 75

76 B. IN ADDITION TO THOSE USES PERMITTED IN THE
 77 UNDERLYING ZONING DISTRICT, BED AND BREAKFAST INNS ARE
 78 PERMITTED IN THE NEWTOWN HISTORIC DISTRICT BY SPECIAL
 79 EXCEPTION, PROVIDED NO PARKING SHALL BE PERMITTED IN
 80 THE FRONT YARD.
 81

82 AMEND Section 17.196.030, Parking space requirements, by adding the following:
 83

84 BED AND BREAKFAST INN: TWO SPACES FOR THE PRINCIPLE
 85 USE, PLUS ONE ADDITIONAL SPACE
 86 FOREACH GUEST ROOM AND
 87 EACH EMPLOYEE. IN RESIDENTIAL
 88 ZONES, THE MINIMUM PARKING
 89 SETBACK SHALL BE FIVE FEET AND,
 90 WHEN MORE THAN FOUR GUEST

**OR EMPLOYEE SPACES ARE
REQUIRED, THE PARKING AREA
SHALL BE SCREENED FROM
DIRECT VIEW OF ANY NEARBY
RESIDENTIAL USE BY A PLANTED
VISUAL BARRIER CONSISTING OF
EVERGREENS WITH A MINIMUM
HEIGHT OF SIX FEET AND PLACED
NOMORE THAN EIGHT FEET APART**

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103 AND BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY
104 OF SALISBURY, MARYLAND, that this Ordinance shall take effect from and
105 after the date of its final passage, but in no event until ten (10) days after the date
106 of the Council's Public Hearing, and

107
108 THE ABOVE ORDINANCE was introduced at a meeting of the Council on
109 the _____ day of _____, 2014, and thereafter, a statement of the
110 substance of the ordinance having been published as required by law, in the
111 meantime, was finally passed by the Council on the ____ day of _____,
112 2014.

113
114 ATTEST:

115
116 _____
117 Kimberly R. Nichols
118 City Clerk

116 _____
117 Jacob R. Day, President
118 Salisbury City Council

119
120 Approved by me this ____
121
122 day of _____, 2014.

123
124 _____
125 James Ireton, Jr., Mayor
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INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: City Council
From: Tom Stevenson, City Administrator
Subject: Draft Amortization Provision Ordinance
Date: August 13, 2014

Attached for Council discussion is an ordinance that will have the effect of amending Chapter 17.16 of Salisbury's Municipal Code. The Mayor and City Administration are aware that the livelihood of many property owners is agencies are contingent upon income from rental dwelling units. However, the administration is concerned that there may be a shortage of safe, code compliant; affordable housing units within city limits. Salisbury's history of transforming single-family residents to multi-family dwellings may have been a contributing factor to the unsafe and non-code compliant affordable dwelling units in the City. This could possibly pose as a threat to the health, safety, and welfare to Salisbury residents.

The proposed amendments will prohibit the continued use of unlawful non-conforming use of single-family residents as multi-family dwellings. In addition, City Administration proposes the implementation of a uniform standard and/or criteria to address the issue of lawful and unlawful conversion of residential units within City limits.

I am available to answer any questions you may have.

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CITY OF SALISBURY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND CHAPTER 17.64.040 TO ELIMINATE UNLAWFUL NONCONFORMING MULTIFAMILY DWELLINGS, CREATE AN AMORTIZATION PROVISION ELIMINATING LAWFUL NONCONFORMING USES THAT EXIST DUE TO THE CONVERSION OF SINGLE-FAMILY DWELLINGS TO MULTIFAMILY DWELLINGS, AND ALLOW PROPERTY OWNERS TO RECOUP THEIR INVESTMENTS IN ALL SINGLE-FAMILY ZONES LOCATED IN THE NEWTOWN HISTORIC DISTRICT.

WHEREAS, the Mayor and Council recognize that a fundamental principle of zoning under Maryland law is to reduce nonconformance; and

WHEREAS, the Mayor and Council find that prior to 1936 certain single-family residential dwellings were converted to multifamily residential dwellings; and

WHEREAS, the Mayor and Council find that since 1936, the year the first zoning ordinance was enacted in the City of Salisbury, and continuing to date, there has existed within the City the practice of converting single-family residences located in single-family zones to multifamily residential uses; and

WHEREAS, this conversion was no where more prevalent than the single-family district within the area now designated as the Newtown Historic District; and

WHEREAS, the Newtown Historic District is one of Salisbury’s oldest and most treasured neighborhoods, with numerous structures of historical significance; and

WHEREAS, the Mayor and Council have determined that it is difficult for enforcement officials to ascertain which residences located in single-family zones located in the Newtown Historic District are lawful uses, unlawful uses, or lawful nonconforming uses, and difficult to enforce the zoning code on a case-by-case basis and that this places an undue burden on the taxpayer; and

28 WHEREAS, the Mayor and Council are concerned that a shortage of safe, code
29 compliant, low and moderate income housing exists in the Newtown Historic District of the City
30 of Salisbury and that the past conversions of single-family residences to multifamily residential
31 use has provided and continues to provide, in many cases, unsafe and non-code compliant low
32 and moderate income dwelling units in the City, which pose a threat to the health, safety, and
33 welfare of the Citizens of Salisbury; and

34 WHEREAS, the Mayor and Council are aware that some of the single-family residences
35 converted to multifamily residential uses are owned by individuals and entities whose livelihood
36 is largely dependent upon income from the rental units; and

37 WHEREAS, the purpose of these amendments is to promote the goal of returning
38 nonconformance to conformance by ending unlawful nonconforming uses, establishing uniform
39 standards and criteria for remedying the problem of unlawful and, in some cases, lawful
40 conversions from single-family to multifamily residential uses and, in so doing, incorporate the
41 concepts of equity necessary to protect those who should be deemed faultless. The Council also
42 recognizes that enactment of this amendment to the zoning code may create practical difficulties
43 or unusual hardships. Nothing herein shall be construed to limit the rights of any person under
44 other provisions of the Zoning Code or other applicable law, and this ordinance shall specifically
45 apply only to the single-family zone of the Newtown Historic District as amended herein.

46 NOW THEREFORE, be it enacted and ordained by the City Council of the City of
47 Salisbury, in regular session, as follows:

48 That Chapter 17.64.040 is amended by adding subsections B, C and D as follows:

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50 **B. Registration of multifamily dwellings.**

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52 1. Any building or structure located in a single-family residential zone of the
53 Newtown Historic District which has been used or converted to use as a multifamily dwelling
54 shall register with the Department of Building, Permits, and Inspections and meet the registration
55 requirements for a lawful nonconforming use as provided for in section 17.64.040C.3. no later
56 than one year from the date this ordinance is enacted.

57 2. If not registered within one year of the effective date of the ordinance, the
58 nonconforming use shall be presumed unlawful, shall be discontinued, and the number of
59 dwelling units that may be used within the structure shall be reduced to the minimum number
60 permitted in the zone in which the building or structure is located.

61 **C. Amortization of lawful nonconforming multifamily dwellings.**

62 1. Any registered building or structure located in a single-family residential zone of
63 the Newtown Historic District which has been converted from a single-family dwelling and used
64 continuously as a multifamily dwelling may continue the use for a period not to exceed ten years
65 from the effective date of this ordinance even though the buildings, structures or uses do not
66 comply with the regulations applicable to the zone in which the building, structure or use is
67 located, subject to this section. At the end of the of the ten-year period, the lawful
68 nonconforming use shall become unlawful and the number of dwelling units that may be used
69 within the structure shall be reduced to the minimum number permitted in the zone in which the
70 building or structure is located. Buildings or structures located in a single-family residential
71 zone which were originally and legally constructed as multifamily dwellings are exempt from the
72 ten-year phase-out if they meet all other requirements of this Chapter and the underlying zoning
73 district.

74 2. For the purposes of this Chapter, the property owner bears the burden of proof by
75 a preponderance of the evidence.

76 3. All nonconforming multifamily dwellings converted and used continuously shall
77 be registered with the Department in accordance with the following procedure:

78 a. Applications for registration shall be filed on forms provided by the Department;

79 b. Each application for registration shall be accompanied by notarized affidavits and
80 other evidence that may be necessary and appropriate to establish that the multifamily dwelling
81 use existed prior to the version of the zoning code that would change its status from conforming
82 to lawfully nonconforming and said use has existed continuously since then;

83 c. Each application for registration shall be accompanied by a use-and-occupancy
84 certificate and a rental license, if required; and

85 d. Each application for registration shall be accompanied by a registration fee in the
86 amount of \$100.

87 4. The Department shall publish, in a newspaper of local distribution and on its
88 website, notice of all applications for registrations and allow thirty days after publication for the
89 filing of comments by the public, other agencies, and concerned parties. The Director shall
90 resolve all disputed registrations.

91 5. The Director and the Housing Official shall make an inspection of each property
92 for which an application for registration has been submitted and each such property shall be
93 brought into compliance with all applicable codes and regulations within 180 days after
94 notification of the violations or deficiencies.

95 6. Structural alterations of a building or structure which do not conform to the
96 provisions of the zoning district in which it is located may be made only if the building is being
97 altered to conform to the provisions of this Chapter or to conform to other applicable codes or
98 regulations.

99 7. A registered nonconforming multifamily dwelling may not be extended,
100 expanded, or increased in intensity of use in any way. If an owner begins the process of
101 converting a structure to a single-family use, the Department shall be notified.

102 8. Each registered multifamily dwelling shall be maintained in good condition and in
103 compliance with all applicable federal, state, and municipal laws and regulations. The Director
104 shall establish a regular schedule of inspections to be made of each registered multifamily
105 dwelling, said inspection to coincide with the rental facility licensing inspection, where
106 applicable. The owner of a registered structure or building shall notify the Department of any
107 change to the use, structure, or building during the ten-year amortization period.

108 9. The Director shall deny any application or revoke or suspend any registration
109 upon failure to comply with the provisions of this section or upon conversion to other use. Any
110 decision of the Director under section 17.64.040C may be appealed to the Board of Zoning
111 Appeals.

112 **D. Violations**

113 1. The owner of an occupied unlawful nonconforming use shall be issued a
114 municipal infraction citation and fined the maximum allowed under the law for each occupied
115 dwelling unit. Each day a violation remains uncorrected is a separate violation subject to an
116 additional citation and fine.

117 a. The Director shall order that all but one dwelling unit be vacated within a
118 reasonable period of time to be determined by the Director. At the conclusion of the period of
119 time in which all but one dwelling unit is to be vacated, the Director shall re-inspect the property
120 to ensure compliance. There shall be a \$100 fee for re-inspection of one dwelling unit and an
121 additional \$50 fee for each additional dwelling unit.

122 b. The owner of an occupied unlawful nonconforming use shall reimburse any
123 occupant of an unlawful nonconforming dwelling unit for expenses incurred by the occupant for
124 relocating. Expenses include, but are not limited to, moving costs, any difference in the
125 occupant's rent at his or her new dwelling that is in excess of the rent paid at the unlawful
126 nonconforming dwelling, for a period not to exceed 60 days, and any attorney's fees incurred by
127 the occupant to enforce this provision.

128 2. Upon enactment of this ordinance the employees of every city department or
129 agency shall be required to identify every residential structure they encounter during the course
130 of their duties as single-family or multifamily, the location of the dwelling unit, if there is more
131 than one, and any information that might be available that would indicate occupancy. This
132 information shall be forwarded to the Director on at least a monthly basis and be placed in a
133 database that may only be used for enforcement of this Chapter.

134 3. Once a property is identified as an unlawful nonconforming multifamily dwelling,
135 all City services to that property in excess of those necessary to support a single-family dwelling
136 shall cease after reasonable notice. For the purposes of this section, reasonable notice shall mean
137 posting each dwelling unit with a copy of this section, stating which services will be terminated,
138 the date they will be terminated, which shall be no sooner than thirty days from the date the
139 property is posted, the dwelling units that will be affected, and by mailing the same information
140 to the owner by regular mail at the address listed in the Maryland State Department of
141 Assessment and Taxation's database.

142 4. The submission of a false affidavit in support of an application for registration
143 may result in the owner's application being denied and subject the person signing the affidavit to
144 the penalties of perjury.

145 AND BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF
146 SALISBURY, MARYLAND, that this Ordinance shall take effect from and after the date
147 of its final passage, but in no event until ten (10) days after the date of the Council's
148 Public Hearing, and

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150 THE ABOVE ORDINANCE was introduced at a meeting of the Council on the
151 _____ day of _____, 2014, and thereafter, a statement of the substance
152 of the ordinance having been published as required by law, in the meantime, was finally
153 passed by the Council on the ____ day of _____, 2014.

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156 ATTEST:

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158 _____
159 Kimberly R. Nichols
160 City Clerk

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158 _____
159 Jacob R. Day, President
160 Salisbury City Council

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162 Approved by me this ____
163
164 day of _____, 2014.

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166 _____
167 James Ireton, Jr., Mayor
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