



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

**AUGUST 1, 2016
COUNCIL CHAMBERS, Room 301
GOVERNMENT OFFICE BUILDING**

3:00 p.m. **SPECIAL MEETING**

WORK SESSION

3:30 p.m. Community Parks & Playground Grant Application – Deborah Stam

3:45 p.m. Rt. 13/Dagsboro Rd Annexation – William Holland

4:15 p.m. Amending the Building Code – William Holland

4:45 p.m. Council discussion

5:00 p.m. Adjournment

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

Posted: 7/27/16

Office of Community Development

MEMO

To: Tom Stevenson

From: Deborah Stam

**Subject: Resolution Approving the Submission of the
FY 2018 Community Parks & Playgrounds (CP&P)
Funding Application for two projects -
Salisbury Skatepark, Phase 2
West Salisbury Little League Ball Field Lighting Project**

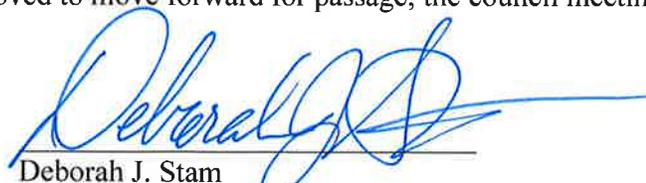
Date: July 22, 2016

As you are aware, we will be submitting a Community Parks & Playgrounds (CP&P) funding application to the Maryland Department of Natural Resources (DNR) for the FY 2018 funding round. In this application we will be requesting funding for two separate projects; \$180,000 for the Salisbury Skatepark, Phase 2, and \$25,000 for the West Salisbury Little League Ball Field Lighting Project.

We were informed by DNR that our FY 2017 funding request for Phase 2 of the Salisbury Skatepark was not approved because it was too large for them to fund in one round. Therefore, the Skatepark project has now been broken into three phases. Attached is the revised master plan layout for the Skatepark showing the three phases of construction. This FY 2018 application will include a request for funding for Phase 2 (approx. 4,200 sq. ft.), and next year we will apply again for funding to complete Phase 3 (approx. 3,000 sq. ft.).

We will also be submitting a request for funding to assist the West Salisbury Little League with their efforts to install lights at the three ball fields on Pemberton Drive. Due to the expense of the lighting project the purchase will need to be financed. Musco, the vendor approved for lighting projects by Little League International, has provided the West Salisbury Little League with a financing proposal. This proposal is for the equipment only. Once purchased the lights will be installed by volunteers associated with the League. The financing proposal for the lighting equipment for all three fields requires that the West Salisbury Little League make a down payment of \$59,000. If awarded, the \$25,000 in CP&P grant funds would be used to partially fund the down payment.

Attached is a copy of the FY 2018 CP&P Grant Proposal List showing the two projects that we are requesting funding for, and the Project Agreement section of the application for each of the projects. Also attached is a Resolution authorizing the submission of the FY 2018 CP&P funding application. Please forward this Resolution to the City Council so that it may be placed on their agenda for the work session on August 1, 2016, and, if approved to move forward for passage, the council meeting on August 8, 2018.



Deborah J. Stam
Community Development – Assistant Director
Housing & Community Development Department

Attachments



**Program Open Space
Community Parks and Playgrounds (CP&P) Program**

FY2018 Grant Proposal List

APPLICANT INFORMATION:

APPLICANT: City of Salisbury

(Name of Municipality or Baltimore City)

PROPOSED PROJECT(S):

List PRIORITY (#1 highest, etc.)	PROJECT TITLE	FUNDS REQUESTED
1.	Salisbury Skatepark, Phase 2	\$180,000
2.	West Salisbury Little League – Ball Field Lighting Project	\$25,000

Attach additional projects listings, if necessary.

**DECLARATION OF ADHERENCE TO AWARD
CONDITIONS/REQUIREMENTS**

I have read and agree to adhere to the following award requirements and conditions for all submitted projects:

1. All projects must be consistent with *National Playground Safety Standards* and with the *Americans with Disabilities Act*.
2. All projects must envision a *minimum twenty (20) year life span*. Conversions of project use will require replacement with a project of equal or greater recreational use, acreage (in the case of acquisition projects) and equal or greater monetary value approved by the Community Parks and Playgrounds Program. The final conversion is subject to approval by the Secretary of the Department of Natural Resources, the Secretary of the Department of Budget and Management, and the Secretary of the Department of Planning.
3. All projects are within the applicant's jurisdiction and the applicant holds the right to develop on the property.

LOCAL GOVERNMENT AUTHORIZATION

As the authorized representative of this Political Subdivision, I read the terms of the "Project Agreement and General Conditions" of the Program Open Space (POS) Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, Special Conditions of the Community Parks and Playgrounds Program and with the attachments included herewith and made a part thereof.

Signature

Jacob R. Day

Print Name

Mayor

Title

August 10, 2016

Date

**Maryland Department of Natural Resources
Program Open Space
Community Parks and Playgrounds (CP&P) Program**

**Community Parks and Playgrounds
Application and Project Agreement**

Shaded Areas For
State Use Only.

CP&P PROJECT # _____

1. PROJECT TITLE: **Salisbury Skatepark, Phase 2**
2. APPLICANT: **City of Salisbury** / **Wicomico**
(Municipality or Baltimore City) (Specify County)
3. APPLICANT'S FEDERAL ID #: **52-6000806** LAST CP&P GRANT ISSUED ON THIS SITE #: **5980-22-206**
4. PROJECT LOCATION: Street Address: **921 South Park Drive**
 City/Town: **Salisbury** Zip Code: **21804**
 LEGISLATIVE DISTRICT: **38th** ADC Road Map Edition # **8th** Map # **13** Grid Ltr **D**
 County Tax Map # **112** Grid **11** Parcel # **Part of 1886**

5. PROJECT DESCRIPTION: Descriptions are written into the agenda item, which is presented to the Maryland Board of Public Works for approval. Please explain the proposed project and be specific. Why is it being done and how does it relate to local recreation needs? Is it a new development or does it build upon an existing facility? Provide all of the information that you feel is necessary to explain and justify the project and to convince the approving agencies that it is a worthwhile project. Attach a separate sheet, if necessary.

The Salisbury Skatepark project has been broken into three (3) phases in order to make it more affordable. Phase 1 was funded through a grant from CP&P, fundraising dollars donated by the Salisbury Skatepark Committee, and a grant from the Tony Hawk Foundation. Phase 1 consists of 6,000 square feet. Phase 2 will be 4,200 sq. ft., and Phase 3 will be approximately 3,000 sq. ft. The master plan for the layout of all three phases of the skatepark was designed through the Phase 1 contract. Construction of Phase 1 was completed in December 2015.

Phase 2 of the Salisbury Skatepark will include the design and construction of an additional 4,000 square feet of poured-in-place concrete skating surface. The funding acknowledgement and Rules of Use signage for the project was covered in the Phase 1 grant.

The Salisbury Skatepark Committee was able to raise \$22,580 in donations from the community for Phase 1 of the skatepark. They have pledged to raise an additional \$5,000 in donations for Phase 2.

6. a. LOCAL FUNDS: \$ _____ % (Specify Source/Type) _____
- b. OTHER FUNDS: \$ **5,000** 3 % (Specify Source/Type) **Salisbury Skatepark Committee – Fundraising**
- c. CP&P FUNDS REQUESTED: \$ **180,000** **97 %**
- d. TOTAL PROJECT COST: \$ **185,000** 100 %

7. LOCAL PROJECT COORDINATOR:
- | | | |
|----------------------------------|---|-----------------------------------|
| Deborah J. Stam | Community Development –
Assistant Director | dstam@salisbury.md |
| <small>(Print Name)</small> | <small>(Print Title)</small> | <small>(E-mail Address)</small> |
| 207 West Main Street, Suite 102 | Salisbury MD 21801 | (410) 334-3031 |
| <small>(Mailing Address)</small> | <small>(City) (State) (Zip)</small> | <small>(Telephone Number)</small> |

8. PROJECT PERIOD: From: _____ (Date of Letter of Acknowledgement/Concurrence)
 To: _____ (Estimated Date of Completion)



PHASE I - BLUE
PHASE II - YELLOW
PHASE II - RED



SALISBURY SKATEPARK

SALISBURY, MARYLAND



**Maryland Department of Natural Resources
Program Open Space
Community Parks and Playgrounds (CP&P) Program**

**Community Parks and Playgrounds
Application and Project Agreement**

Shaded Areas For
State Use Only.

CP&P PROJECT # _____

1. PROJECT TITLE: **West Salisbury Little League – Ball Field Lights**
2. APPLICANT: City of Salisbury / Wicomico
(Municipality or Baltimore City) (Specify County)
3. APPLICANT'S FEDERAL ID #: 52-6000806 LAST CP&P GRANT ISSUED ON THIS SITE # _____
4. PROJECT LOCATION: Street Address: 1406 Pemberton Drive
City/Town: Salisbury Zip Code: 21801
LEGISLATIVE DISTRICT: 38th ADC Road Map Edition # 7 Map # 12 Grid Ltr F12
County Tax Map # 113 Grid 17 Parcel # 1126

5. PROJECT DESCRIPTION: Descriptions are written into the agenda item, which is presented to the Maryland Board of Public Works for approval. Please explain the proposed project and be specific. Why is it being done and how does it relate to local recreation needs? Is it a new development or does it build upon an existing facility? Provide all of the information that you feel is necessary to explain and justify the project and to convince the approving agencies that it is a worthwhile project. Attach a separate sheet, if necessary.

The West Salisbury Little League offers baseball to girls and boys ages 4 – 16. They wish to add lights to their existing ball fields located on Pemberton Drive so that they can offer Fall Little League Baseball. This will also allow them to have a more flexible schedule for Spring Baseball to meet the requirements mandated by Little League International for the number of games played. They are currently only able to play games during day light hours, so their options are limited. With weather being a factor, the League often has to interrupt the daily lives of families to hold games that had not been previously scheduled.

The West Salisbury Little League park consists of three fields; two (2) – 200' radius fields and one (1) – 300' radius field. The League would like to purchase lighting for all three of the fields at one time, as that is the most cost efficient method of completing the project. Due to the expense of the lighting project the purchase will need to be financed. Musco, the vendor approved for lighting projects by Little League International, has provided the West Salisbury Little League with a financing proposal. This proposal is for the equipment only. Once purchased the lights will be installed by volunteers associated with the League.

The financing proposal for the lighting equipment for all three fields requires that the West Salisbury Little League make a down payment of \$59,000. The City of Salisbury would like to be able to assist the League with this project by providing them with \$25,000 in CP&P grant funds to be used to partially fund the down payment.

6. a. LOCAL FUNDS:	\$	_____	_____ % (Specify Source/Type)
b. OTHER FUNDS:	\$	211,000	89 % (Specify Source/Type) <u>West Salisbury Little League - Fundraising</u>
c. CP&P FUNDS REQUESTED:	\$	25,000	11 %
d. TOTAL PROJECT COST:	\$	236,000	100 %

7. LOCAL PROJECT COORDINATOR:

Deborah J. Stam	Community Development – Assistant Director	dstam@salisbury.md
(Print Name)	(Print Title)	(E-mail Address)

Community Parks and Playgrounds Application and Project Agreement (Cont.)

207 West Main Street, Suite 102

Salisbury

MD

21801

(410) 334-3031

(Mailing Address)

(City)

(State)

(Zip)

(Telephone Number)

8. PROJECT PERIOD: From: (Date of Letter of Acknowledgement/Concurrence)

To: (Estimated Date of Completion)

9. ITEMIZED DETAILED COST ESTIMATE: Round all estimates to nearest dollar.

Item No.	Item	Estimated Cost
1.	Community Parks and Playgrounds Acknowledgement Sign Sample text: "A Maryland Department of Natural Resources, Program Open Space, Community Parks and Playgrounds Program assisted project"	\$500
2.	Materials costs for new lights for three (3) ball fields at the West Salisbury Little League Park on Pemberton Drive: two (2) – 200' radius fields one (1) – 300' radius field	\$235,000
3.	Documentation Fee (for financing of lights)	\$500
Total Development Costs:		\$236,000

10. LOCAL GOVERNMENT AUTHORIZATION:

As the authorized representative of this Political Subdivision, I read the terms of the "Project Agreement and General Conditions" of the Program Open Space (POS) Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, Special Conditions of the Community Parks and Playgrounds Program and with the attachments included herewith and made a part thereof.

Jacob R. Day

Mayor

8/10/2016

(Signature)

(Print Name)

(Print Title)

(Date)

PROGRAM ADMINISTRATIVE REVIEW:

11. ON-SITE INSPECTION DATE _____ BY _____

12. DEPARTMENT OF NATURAL RESOURCES – PROGRAM OPEN SPACE APPROVAL:

(Signature)

(BPW Approval Date)

(Agenda Item No.)



Musco Finance, LLC
 100 1st Avenue West
 Oskaloosa, IA 52577
 Phone: 800-825-6020
 Fax: 641-673-6360

Finance Proposal

Customer Name: West Salisbury Little League	Date: January 15, 2016
City, State Salisbury, MD	Sales Rep: Terri Paddy
Project Name: West Salisbury Little League	Project#: 175069

	200' Field	300' Field	All Fields Option 1	All Fields Option 2
Estimated Materials Cost	\$66,000.00	\$117,000.00	\$235,000.00	\$235,000.00
Documentation Fee (Included in Financed Amount)	\$500.00	\$500.00	\$500.00	\$500.00
Down-payment (Due with Order)	\$16,500.00	\$29,250.00	\$59,000.00	\$59,000.00
Total Amount Financed	\$50,000.00	\$88,250.00	\$176,500.00	\$176,500.00
Term of Contract (Years)	5	5	5	7
Interest Rate (Annual)	8.95%	8.95%	8.95%	9.49%
Payments per Year	1	1	1	1
Payment Amount	\$12,963.68	\$22,880.89	\$45,761.79	\$36,151.31
Number of Payments	5	5	5	7

- Customer must have Federal Tax ID # to be eligible for approval review.
- At the end of the term, clear title passes with the completion of payments.
- Amount does not include sales tax. Proof of exemption is required.
- Down payment is due with the signed finance agreement.
- Proposal assumes first regular payment is due one year from contract date.

This proposal is subject to acceptance of documentation and credit approval. The finance agreement is to be executed within 14 days of the execution of the equipment purchase contract.

Required information may include two years audited financial statements and tax returns, and current bank statements. Additional information may be requested.

Musco Sports Lighting: Budget Estimate

June 9, 2015

Pete Peterman
West Salisbury Little League
Salisbury, MD

Dear Pete:

Thank you for the opportunity to discuss Musco's Green Generation Lighting® system, and the benefits it will bring to your Little League fields. We are excited to offer this innovative system, and are confident you will see the value for many years to come.

This estimate includes Musco's Light-Structure Green™ lighting systems costs alone. Light-Structure Green includes galvanized steel poles, pre-cast concrete foundations, green generation light fixtures, pole length wire harnesses, and electrical components enclosures. The system also comes with Musco's 25-year warranty, Constant 25™, including all maintenance and relamping.

Benefits of Light-Structure Green™

- Reduction of energy costs by 50%
- Reduction of spill light and glare by 50%
- Increased lamp life from 3,000 to 5,000 hours
- An unmatched warranty for up to 25 years
- Guaranteed constant light levels as specified below for the life of the warranty
- A re-lamp of your fields after 5,000 hours of operation
- Includes our Control-Link® System for flexible control and performance monitoring

Estimated Project Costs:

Little League Field – 300' radius field, 90' bases

Materials Only – 50 infield/30 outfield foot-candles average guaranteed \$110,000 - \$125,000

Little League Field – 200' radius field, 60' bases – based on IBC 2012, 120 mph wind speeds

Materials Only – 50 infield/30 outfield foot-candles average guaranteed \$60,000 - \$70,000*

Security Lighting – LED 24 fixture for each A pole (2 per field)

\$3,500 - \$4,000*

** Price per field; some saving may accrue by purchasing fields together*

Pricing based on June, 2015 costs and IBC 2012, 120 mph wind speeds, and is subject to change

This **estimate** includes anticipated equipment costs only. It does not include the cost of installation or a new transformer/service. Thank you for the trust you've placed in Musco Lighting. Please feel free to contact me with any questions you may have.

Terri Paddy,
Sales Representative
Musco Sports Lighting, LLC
Phone: 410-490-4345
E-mail: terri.paddy@musco.com

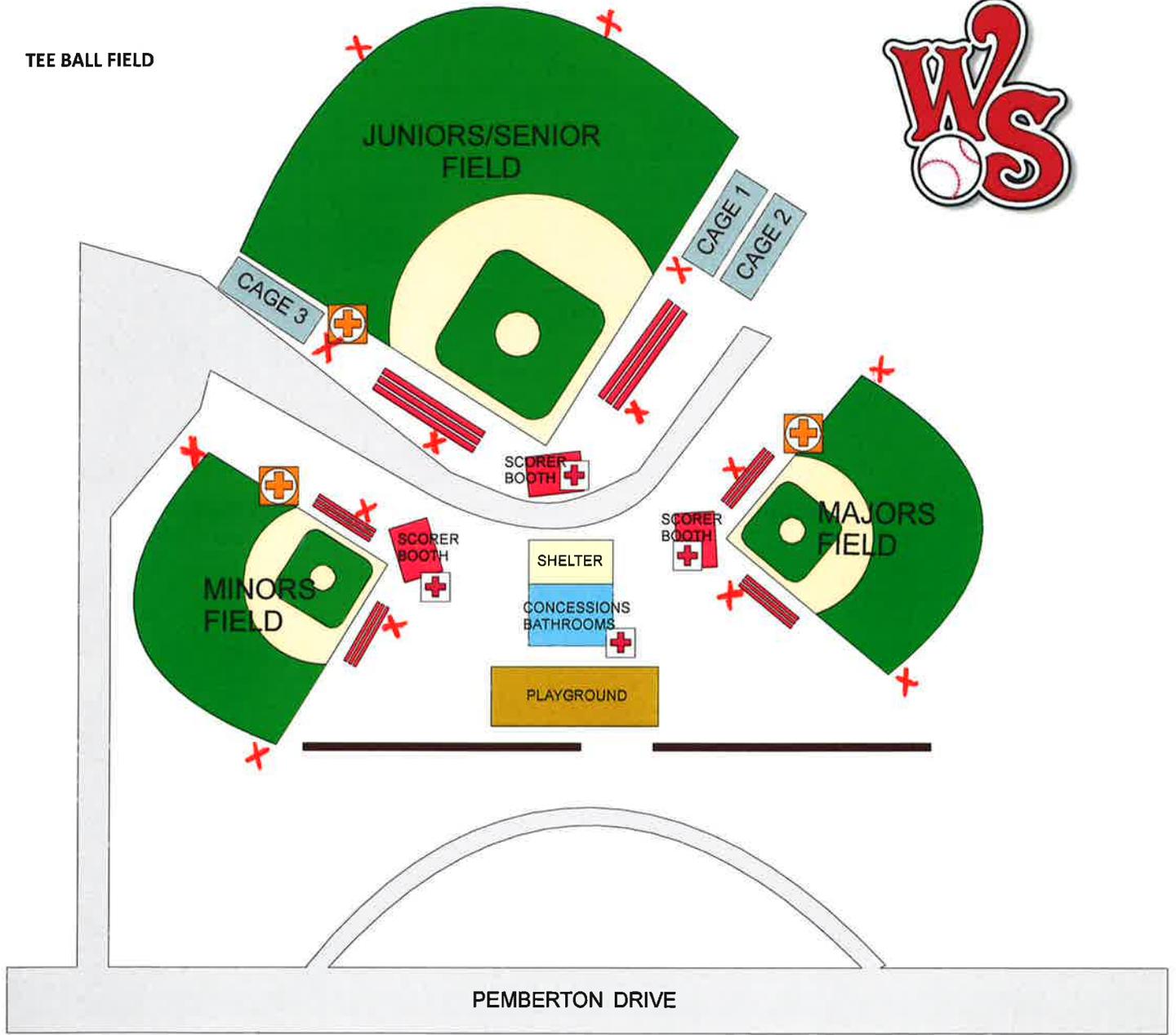
Kevin Hladik
Project Planning Specialist
Musco Sports Lighting, LLC
Phone: 800-825-6030
Email: kevin.hladik@musco.com



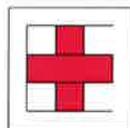
WEST SALISBURY LITTLE LEAGUE SITE MAP



TEE BALL FIELD



EMERGENCY FIELD
ACCESS



FIRST AID
KIT LOCATION



City of
Salisbury
Jacob R. Day, Mayor

Memorandum

To: Tom Stevenson, City Administrator
CC: Julia Glanz, Asst. City Administrator
From: William T. Holland
Date: July 22, 2016
Ref: PennTex – Dagsboro Road Annexation

Attached is a draft of the PennTex – Dagsboro Road Annexation Agreement and zoning recommendation along with other documents for the City Council work session scheduled for Monday, August 1. At this time the annexation package doesn't include the Report of Annexation Plan or the Concept Development Plan which I expect to have sometime next week.

Let me know if you have any questions.



BOHLERTM
ENGINEERING

18958 Coastal Highway
Suite D
Rehoboth Beach, DE 19971
PHONE 302.644.1155
FAX 302.703.3173

March 29, 2016
Via Hand Delivery

City of Salisbury
Department of Building, Permitting & Inspections
125 N. Division Street
Salisbury, MD 21801

Attention: William T. Holland
Director

RE: Annexation Petition
Proposed Commercial Site
MD Route 13 & Dagsboro Road
Map 20, Parcel 184
Wicomico County
City of Salisbury, Maryland
BEPC # DE160007

Dear Mr. Holland:

Bohler Engineer, on behalf of PTV Capital Partners Salisbury, LLC, is pleased to submit the above referenced project (located at the corner of Route 13 and Dagsboro Road) for consideration of Annexation within the City of Salisbury jurisdiction. The site measures approximately 2.51± acres, is zoned Commercial in the Wicomico County jurisdiction, is contiguous to the City of Salisbury boundary, and is currently a vacant gas station. The proposed project consists of an 18,875 ± retail store with site amenities and improvements inclusive of parking, access roadways, lighting, landscaping, utilities, and stormwater management facilities.

In regard to the City of Salisbury and Annexation Team meeting, please find enclosed the following material for your review:

- One (1) copy of the "City of Salisbury- Petition for Annexation"
- One (1) Site Plan, prepared by Hampshire, Hampshire & Andrews, Inc., dated July 23, 2012.
- One (1) Concept Development Plan, prepared by Bohler Engineering, dated March 29, 2016.
- One (1) Check payable to "City of Salisbury" in the amount of \$2,000.00



Upon your review of the above, should you have any questions or require additional information, please do not hesitate to contact this office at (302) 644-1155. Thank you.

Sincerely,

BOHLER ENGINEERING VA, LLC

Christopher A. Mondoro
Asst. Project Manager

David M. Kuklish, P.E.
Project Manager

cc: C. Ted Donald, PTV Capital Partners Salisbury, LLC (w/ encl.)
D. Edward Baker, PTV Capital Partners Salisbury, LLC (w/ encl.)

CAM/cl

H:\16\DE160007\Administrative\Letters\160329 - City of Salisbury -Annexation Letter.doc

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) # 184

Map # 20, Grid # 24

SIGNATURE (S)



March 31, 2016
Date

Date

Date

Date



City of
Salisbury
Jacob R. Day, Mayor

CERTIFICATION

U. S. ROUTE 13 & DAGSBORO ROAD

ANNEXATION

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

Leslie C. Sherrill
Surveyor

Date: 6/27/2016

US Route 13 – Dagsboro Rd - Certification

MEMORANDUM

To: Thomas Stevenson, City Administrator
From: Christopher Jakubiak, AICP
Date: July 19, 2016
Re: Fiscal Impact, Malone – Snow Hill Road Annexation

The PTV Capital Partners - Dagsboro Road Annexation would add 2.51 acres to the City zoned for commercial use. The annexation is expected to have an overall net positive fiscal impact to the City estimated to be \$12,300 annually. This memorandum summarizes the costs and revenues associated with the Annexation.

Cost

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY 2016 Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand—that is, how much the City's cost of providing a service is likely to vary with each additional household or job and in the present case, solely jobs since the project is entirely commercial. Some portion of all City services is fixed and therefore will remain constant in light of new development; this portion of the cost therefore is not assigned to new development. The estimated annual cost to the City is \$21,100.

Revenues

When land is annexed into Salisbury it is subject to the municipal real property tax. The property tax rate is applied to the value of land and improvements (structures) thereon. The rate is \$0.937 per \$100 of assessed value. Since the assessed value of the proposed units is unknown, this study estimates assessed values by computing the average assessed value of multiple comparable properties in the City of Salisbury. The source for the assessed values is the Maryland Department of Assessments and Taxation.

Under the proposed concept development plan, the Annexation Property would be developed with a 18,750+/- square foot grocery store at the intersection of Route 13 and Dagsboro Road with highway access to Route 13. With an estimated assessed value of \$3.5 million, the total expected revenue from full development on the annexation parcel is \$33,400.

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 with annexation area are also not included in our analyses. Therefore, in this respect, the study undercounts revenue potential from the Annexation.

It is also important to note that upon annexation of a property, the City of Salisbury could begin receiving some property tax revenues from the parcel. These revenues, which typically would occur prior to actual development (and hence, the provision of standard municipal services, i.e. costs) are not included.

Lastly, the City collects user fees, license fees, and permitting fees. These are charged to applicants for permits and/or users of certain city services. These revenues are small relative to the property tax revenue and are not included in this study.

Conclusion

The PTV Partners - Dagsboro Road Annexation upon its proposed development would have a positive fiscal impact to the City of about \$12,300 per year in constant 2016 dollars¹.

¹ This study takes into account only “direct” costs and revenues that can be tied directly to each household. “Indirect” costs



PTV Capital Partners, LLC
1563 Woodward Drive Extension
Greensburg, PA 15601
T: (724) 420-5367
F: (724) 420-5369

LETTER OF INTENT

July 7, 2016

Mr. Tom Stevenson, City Administrator
City of Salisbury Government Office Building
P.O. Box 870
Salisbury, Maryland 21803-0870

RE: Dagsboro Rd –PTV Capital Partners Annexation

Dear Mr. Stevenson:

Pursuant to that certain Option Agreement to Purchase Real Property (the "Agreement") effective January 8, 2016, by and Between **PTV Capital Partners, LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania and authorized to do business in the State of Maryland, located 1563 Woodward Drive Extension, Greensburg, PA 15601, its successors and assigns (the "Optionee"), and **James W. Taylor, III**, an individual, with a mailing address of 941 West Isabella Street, Salisbury, MD 21801, his heirs, successors, beneficiaries and assigns (hereinafter called "Optionor"), Optionee has an equitable interest in the property located and described as 30248 Dagsboro Road, Salisbury, MD 21802, Tax Map: 0020 Grid: 0024 Parcel: 0184 – Tax Account #: 05-073642 (the "Property"). Optionee provides this letter, in conjunction with the attached petition from the Optionor, as indication that the parties mutually intend to move forward with the annexation of the Property based on the draft annexation agreement.

Furthermore, Optionee shall enter into the final Annexation Agreement (the "Annexation Agreement") and shall be granted all authority and permission to do so by the Optionor and the Agreement.

Sincerely,

PTV Capital Partners, LLC

By: 

Enclosures

C/c James W. Taylor, III

1. THESE LINES OF ABUTMENT ARE RECEIVED AS LINES OF ABUTMENT FROM THE LAND RECORDS OF THE COUNTY OF LOS ANGELES AND ARE NOT TO BE CONSIDERED AS LINES OF ABUTMENT FROM THE SURVEY OF THE PROPERTY.

2. THE FIELD SURVEY AND INSTRUMENTATION HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING ENGINEERS OF THE STATE OF CALIFORNIA.

3. THE FIELD SURVEY AND INSTRUMENTATION HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING ENGINEERS OF THE STATE OF CALIFORNIA.

4. THE FIELD SURVEY AND INSTRUMENTATION HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING ENGINEERS OF THE STATE OF CALIFORNIA.

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10. THE FIELD SURVEY AND INSTRUMENTATION HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING ENGINEERS OF THE STATE OF CALIFORNIA.

11. THE FIELD SURVEY AND INSTRUMENTATION HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING ENGINEERS OF THE STATE OF CALIFORNIA.

12. THE FIELD SURVEY AND INSTRUMENTATION HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING ENGINEERS OF THE STATE OF CALIFORNIA.

13. THE FIELD SURVEY AND INSTRUMENTATION HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING ENGINEERS OF THE STATE OF CALIFORNIA.

14. THE FIELD SURVEY AND INSTRUMENTATION HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING ENGINEERS OF THE STATE OF CALIFORNIA.

15. THE FIELD SURVEY AND INSTRUMENTATION HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING ENGINEERS OF THE STATE OF CALIFORNIA.

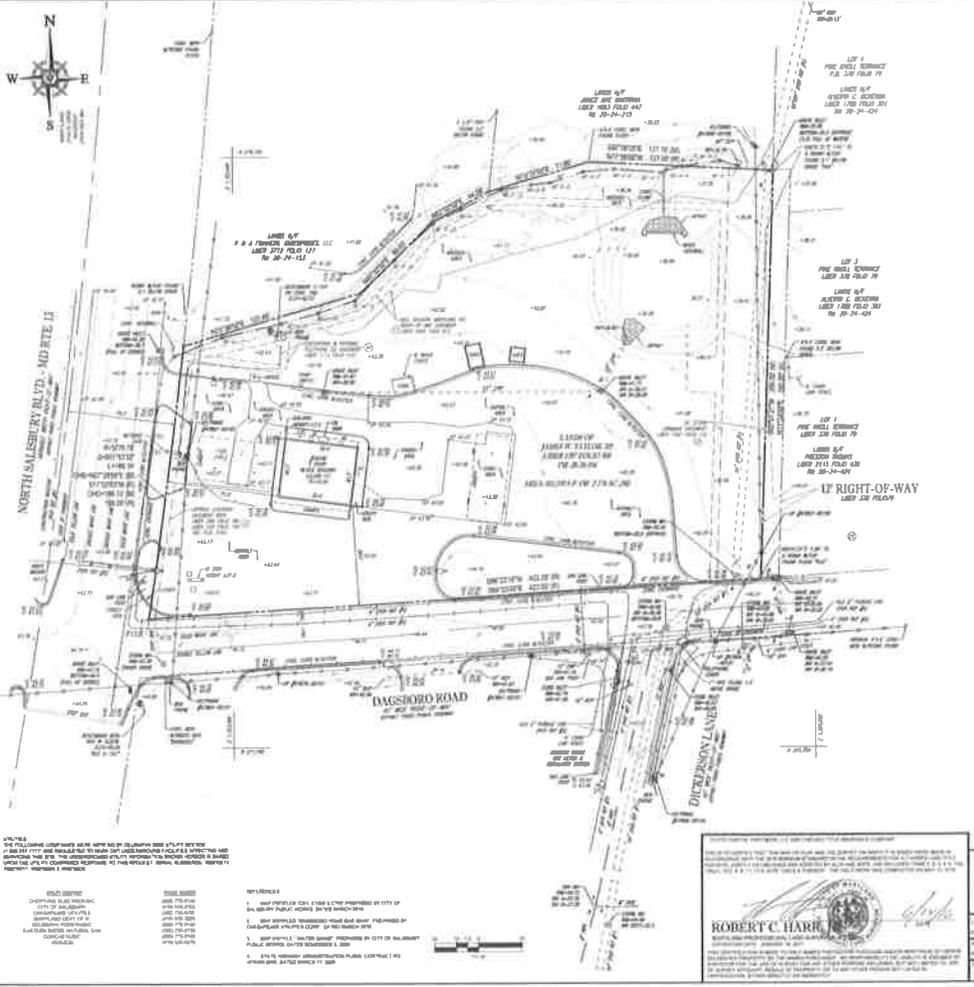
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LOCATION MAP
COUNTY OF LOS ANGELES, CALIFORNIA
SCALE: 1"=100'

LEGEND

- 1. LOT
- 2. EASEMENT
- 3. EASEMENT
- 4. EASEMENT
- 5. EASEMENT
- 6. EASEMENT
- 7. EASEMENT
- 8. EASEMENT
- 9. EASEMENT
- 10. EASEMENT
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- 48. EASEMENT
- 49. EASEMENT
- 50. EASEMENT

ALTA/NOVA LAND TITLE SERVICES

PENNTEX VENTURES

BOHLER

REGISTERED PROFESSIONAL SURVEYOR

NO. 12345 - 1234567890



City of Salisbury – Wicomico County

DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT

P.O. BOX 870

125 NORTH DIVISION STREET, ROOMS 203 & 201

SALISBURY, MARYLAND 21803-4860

410-548-4860

FAX: 410-548-4955



JACOB R. DAY
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR

BOB CULVER
COUNTY EXECUTIVE

R. WAYNE STRAUSBURG
DIRECTOR OF ADMINISTRATION

July 22, 2016

Mr. Chris Monduro
Bohler Engineering
18958 Coastal Highway, Suite D
Rehobeth Beach, DE 19971

RE: ANNEXATION ZONING – Dagsboro Road Annexation – 2.51 acres; M-20; G-24; P-184.

Dear Mr. Monduro:

The Salisbury Planning Commission at its July 21, 2016, meeting, forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **General Commercial** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning, and the Comprehensive Plan recommendation for Commercial development in this area.

The Commission recommendation is contingent upon the Mayor and City Council approval of the recommended amendment to the 2010 Salisbury Comprehensive Plan for this property.

If you have any questions concerning this matter, please don't hesitate to contact Gloria Smith or myself at 410-548-4860.

Sincerely,

John F. Lenox, AICP

Director

Salisbury/Wicomico Planning & Zoning

cc: Mike Moulds, Director of City Public Works Department
Bill Holland, Director of Building, Permits, and Inspections Department
Assessments



City of Salisbury – Wicomico County

DEPARTMENT OF PLANNING, ZONING AND COMMUNITY DEVELOPMENT

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STAFF REPORT

MEETING OF JULY 21, 2016

NAME: PTV Capital Partners – Dagsboro Road Annexation

APPLICANT: The City of Salisbury - Referral

LOCATION: Northeasterly side of the City of Salisbury, on the northeasterly corner of U.S. Route 13 and Dagsboro Road.
Tax Map #20, Parcel #184, Grid #24

REQUEST: Annexation Zoning – 2.51 acres

I. BACKGROUND DATA:

A. Introduction.

The City Administration has referred the PTV Capital Partners – Dagsboro Road annexation located on the northeasterly side of Salisbury to the Planning Commission for review and recommendation of an appropriate zoning designation. The property is located on the northeasterly corner of U.S. Route 13 and Dagsboro Road and consists of 2.51 acres. (See Attachments #1 - 4.)

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

B. Area Description.

This annexation area consists of one parcel 2.51 acres in size that is currently developed with an inactive convenience store/fuel station. (See Attachment #5.)

II. ZONING ANALYSIS.

A. Existing Zoning.

The annexation area and the adjoining area to the north is zoned C-2 General Commercial under the County Code. (See Attachments #6 and 7.)

B. Zoning History.

The proposed annexation area was zoned Commercial by the County on April 1, 1968. During the most recent Comprehensive Rezoning in September 2004, the area remained zoned C-2 General Commercial.

C. County Plan.

Wicomico County's Comprehensive Plan was adopted on February 3, 1998. This site is located within the area designated as "Metro Core".

The Draft County Comprehensive Plan designates this area as "Commercial".

D. Zoning for Annexed Areas.

1. Introduction.

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

2. Adopted Plans.

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

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

- a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. The Land Use Map of the City Plan designates this area as a "Low-density residential". A proposed amendment to the Comprehensive Plan is included on this agenda to correct this mistaken designation.
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted its Plan on February 3, 1998. The

Land Use Map of the County Comprehensive Plan designates this area as "Metro Core." The Draft 2014 County Plan designates this area as "Commercial".

3. Maryland Law.

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

- 1. The Five-Year Rule.** First, the rule is applied solely on zoning. In the past, the five-year rule could be applied whenever a proposed new zoning classification was substantially different from the use envisioned "in the current and duly adopted master plan." The reference to the master plan is now gone and the issue becomes the degree of change from the current county zoning classification to the proposed municipal classification following the annexation. When the zoning change is from one residential zone to another, "substantially different" is now defined as a density change. The five-year rule will not kick in for a density change unless the proposed zoning is more dense by 50 percent.
- 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. The Plan must be provided to the county and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

III. DEVELOPMENT SCENARIO.

A. Proposed Use.

As previously noted, the property is developed with a convenience store with fuel islands. The property is proposed for redevelopment with a grocery store.

B. Access.

The property currently has two access points on Route 13 and two on Dagsboro Road. Upon redevelopment, the plan indicates one access points on Route 13 at the northerly corner and two on Dagsboro Road. One entrance aligns with the Maryland State Police barrack driveway and the other with Dickerson Lane.

C. Configuration and Design

The annexation area is irregular in shape. A portion of Dagsboro Road will need to be included in the annexation to make it contiguous with the City boundary.

D. Estimated Development Impacts.

The development impact assessment traditionally pertains to a proposal for a residential development. This site is developed with a commercial facility and proposed for redevelopment as a retail use.

Among other things, the City staff has recommended that the proposed building be moved closer to Route 13 and the parking be moved to the rear of the building; that an access connection to the north adjoining property be included; and that the entrance on Dagsboro Road be aligned with Dickerson Lane.

This site is located in the Paleochannel District. Review and approval of the Final Site Plan by the Planning Commission will be required by the Code.

VI. RECOMMENDATION.

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned Commercial in the County.

The adopted Salisbury Comprehensive Plan designates this area as "Low density residential. General Commercial zoning is proposed for the property upon annexation to the City. An amendment to the Salisbury Comprehensive Plan will be required and has been included on this agenda. The text of the General Commercial District is included as **Attachment #8**.

Staff recommends that the Planning Commission determine that the proposed zoning is consistent with the existing Wicomico County zoning in this area. Further, that the Commission forward a **Favorable** recommendation to the Mayor and City Council for this property to be zoned **General Commercial** upon annexation, contingent upon adoption of the associated Comprehensive Plan amendment.

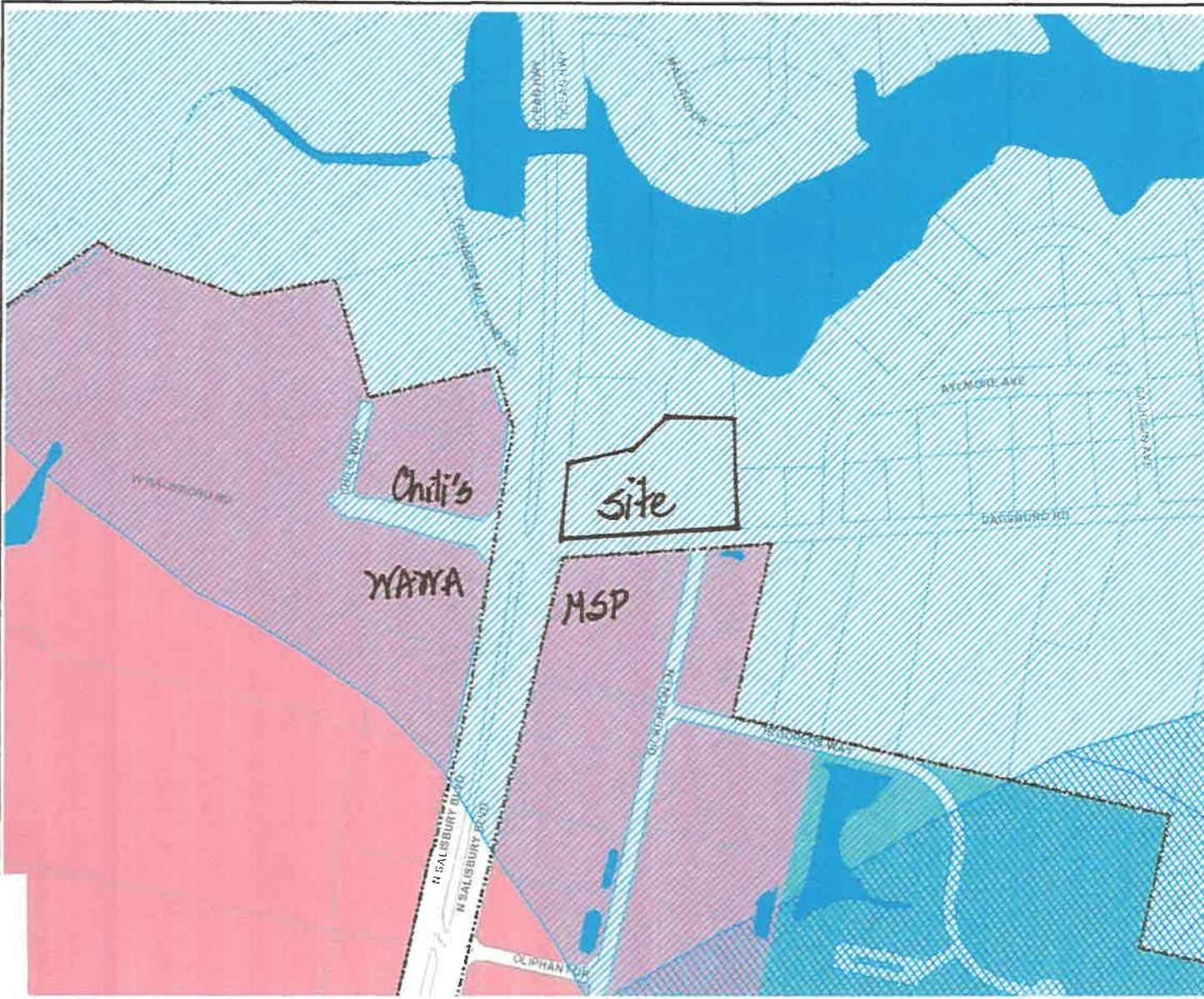
COORDINATOR: Gloria Smith, Planner
DATE: July 12, 2016



Dagsboro Road Annexation

CITY OF SALISBURY

Salisbury Zoning



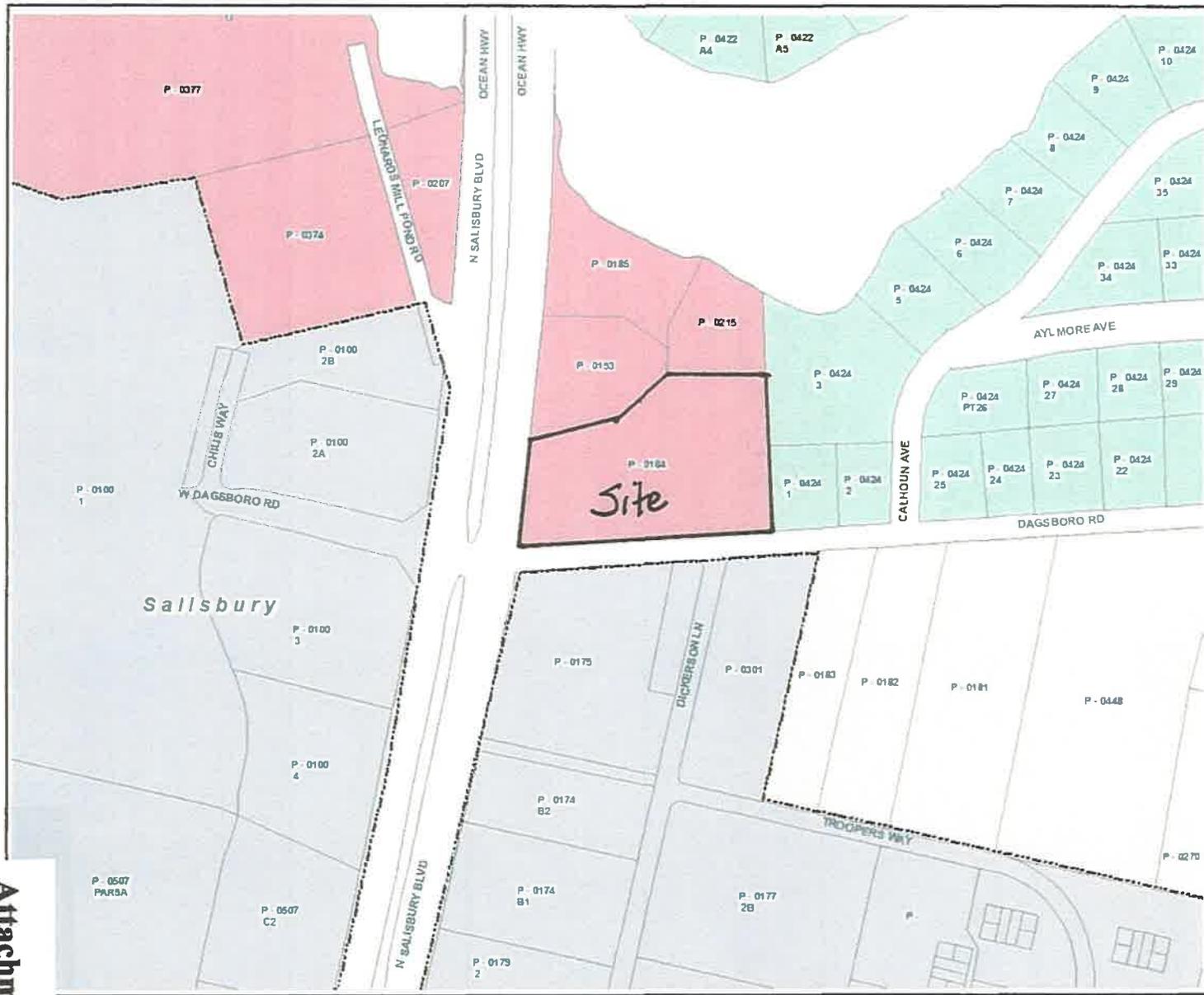
- Paleochannel
- Wellhead Protection Area
- Streams
- Water Bodies
- Street Numbers
- Municipal Areas
- CAD
 - Delmar
 - Fruitland
 - Hebron
 - Mardela
 - Pottsville
 - Salisbury
 - Sharptown
 - Willards
- Railroads
- Parcels
- Critical Area
- Historic Districts
 - Dist_Name
 - Camden Historic District
 - Downtown Historic District
 - Newtown Historic District
- Salisbury Zoning
 - College & University
 - Conservation
 - CBD
 - LBT
 - General Commercial
 - Reg Comm
 - MUNR
 - Select Commercial
 - Hospital
 - Ind
 - Ind Park
 - L Ind
 - Neighborhood Business
 - OSH
 - OSR
 - PDD
 - PRD
 - R - 5
 - R - 5 A
 - R - 8
 - R - 8 A
 - R - 10
 - R - 10 A
 - Riverfront Redevelopment
- Street Centelines

Attachment #6

112 ft

Dagsboro Road Annexation - City Zoning

WICOMICO COUNTY ZONING MAP



- Bridges
- Chesapeake Bay Critical Area
- Historic Districts
- 8000 ft Turning Radius
- Airport Overlay District
- Neighborhood Preservation District
- Salisbury Critical Area
- Wicomico County Boundary
- Wicomico SDE Railroads
- Wicomico SDE Airport_Runways_Taxiways
- Wicomico SDE Municipal_Areas
- Wicomico BZA Activity
- Parcels
- Municipal Names
- Street Centerlines
- Wicomico Zoning

- A - 1 Agricultural - Rural
- Airport Business Park
- C - 1 Select Commercial
- C - 2 General Commercial
- C - 3 Regional Commercial
- CID Corporate Industrial District
- I - 1 Light Industrial
- I - 2 Heavy Industrial
- LB - 1 Light Business & Institutional
- LB - 2 Light Business & Residential
- R - 8 Residential
- R - 15 Residential
- R - 20 Residential
- R - 30 Residential
- REC Residential, Educational & Cultural
- TT Town Transitional
- VC Village Conservation
- Municipality

Attachment #7

77 ft

Dagsboro Road Annexation - County Zoning

Chapter 17.36

GENERAL COMMERCIAL DISTRICT

Sections:

- 17.36.010 Purpose.**
- 17.36.020 Permitted uses.**
- 17.36.030 Uses permitted by special exception.**
- 17.36.040 Uses permitted by ordinance permit.**
- 17.36.050 Accessory uses and structures.**
- 17.36.060 Development standards.**

17.36.010 Purpose.

The purpose of the General Commercial district is to provide a wide range of functional and attractive regional retail, office, service, wholesale, storage, distributing and light manufacturing activities.

To alleviate problems with traffic congestion and unnecessary turning movements, unified access and consolidation of businesses is encouraged. Because of the potential impact of these types of activities, special landscaping and screening requirements are established for certain uses.

The following uses, standards and area regulations have been established consistent with this purpose. (Ord. 1599 Section 1 (part): Prior Code Section 150-65)

17.36.020 Permitted uses.

A. Permitted uses shall be as follows:

1. Apartment units, in accordance with Chapter 17.168.;
2. Bank;
3. Bakery;
4. Boardinghouse/rooming house;
5. Business center in accordance with the requirements of Chapter 17.172, provided that each individual lot shall have a minimum of six thousand (6,000) square feet of land area;
6. Carpenter, sheet metal, sign, blacksmith and welding shop, provided that all activities are confined within a building;
7. Church and other place of worship;
8. Club, lodge and fraternal organization;
9. Cultivation of land;
10. Cultural uses such as museum, library or art gallery;

11. Dry-cleaning plant;
12. Eating and drinking establishments, including tavern, dance hall, nightclub and restaurants, all types;
13. Firehouse;
14. Equipment sales, rental, service, repair or maintenance facility for industrial, automotive, marine, office, construction, household, business or farm equipment;
15. Greenhouse, florist and nursery;
16. Hotel, motel or motor hotel;
17. Laboratory and establishment for production, sale, fitting or repair of eyeglasses, hearing aids and prosthetic appliances;
18. Light industrial uses, as listed in the Light Industrial District, completely confined within a building with no outside storage of raw materials or finished products;
19. Lumber and building supplies;
20. Marina;
21. Medical care facility;
22. Medical and dental office and clinic;
23. Police station or substation;
24. Parking garage, public or private;
25. Mixed use building as defined in Section 17.04.120 in this Chapter in accordance with a Comprehensive Site Plan, as approved by the Planning Commission, with a mandatory five-foot-wide landscaping area abutting all property lines and parking lots. Signage shall be the same as required for a shopping center;
26. Neighborhood shopping center not exceeding thirty thousand (30,000) gross square feet of building area, in accordance with the requirements of Chapter 17.212;
27. Office or office building for more than one office;
28. Radio or television broadcasting station or studio;
29. Retail sales;
30. School of special instruction;
31. Service, rental or repair establishment, such as laundry or laundromat, automobile rental, gasoline and service station, car wash, appliance repair, equipment or instrument repair or rental, dry-cleaning pickup station, hairdresser shop, pet-grooming shop, excluding outdoor runs, upholstery shop, funeral home, tailor and other uses of similar nature;
32. Taxi and limousine service;

33. Theater, excluding drive-in theater;
34. Wholesale business, warehouse, moving, storage and distribution establishment, including wholesale sales. (Ord. 1599, Section 1 (part), 1995; Prior Code Section 150-66)
35. Group domiciliary care facility. (Added 11/13/00 by Ord. No. 1786)

17.36.030 Uses permitted by special exception.

Uses permitted by special exception shall be as follows:

- A. Animal hospital or kennel or any other facility for the treatment of animals with outside pens or runs;
- B. Bus terminal;
- A. Shopping centers, neighborhood, over thirty thousand (30,000) gross square feet of floor area, commercial and regional shopping centers in accordance with Chapter 17.212;
- B. Trucking and freight stations, terminals, and storage yards, excluding the above ground storage of flammable liquids, except for servicing vehicles owned or used in the conduct of the business;
- C. Recreational establishment, indoor. (Ord. 1599 Section 1 (part) Prior Code Section 150-67)

17.36.040 Uses permitted by ordinance permit.

Uses permitted by ordinance permit shall be as follows:

- A. Commercial auction;
- B. Communication tower, over seventy-five (75) feet in height or any other electronic communications facilities with more than one sending or receiving disk in accordance with Chapter 17.220;
- C. Liquor stores and dispensaries (off-sale);
- D. Public or private utility building and uses;
- E. Recreational establishment, outdoor;
- F. Utility substation, in accordance with Chapter 17.220;
- G. Compact concrete dispenser as an accessory use to a use listed in Section 17.36.020, Permitted uses, and/or Section 17.36.030, Uses permitted by special exception. (Ord. 1599 Section 1 (part) Prior Code Section 150-68)

17.36.050 Accessory uses and structures.

Accessory uses and structures shall be as follows

- A. Off-street parking lot or structure;

- B. Off-street loading and unloading facilities;
- C. Underground storage of flammable liquids for vehicles used in the conduct of the business of the principal use;
- D. Communication towers for broadcasting and receiving, not exceeding seventy-five (75) feet in height;
- E. Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use;
- F. Day-care services for employees or patrons of a permitted use. (Prior Code Section 150-69)

17.36.060 Development standards.

Development standards for the General Commercial District shall be as follows:

- A. **Minimum Lot Requirements.** All lots hereafter established shall meet the following minimum requirements:
 - 1. Lot area: ten thousand (10,000) square feet;
 - 2. Interior lot width: eighty (80) feet;
 - 3. Corner lot width: one hundred (100) feet.
- B. **Minimum yard requirements shall be as follows:**
 - 1. Front: twenty-five (25) feet;
 - 2. Rear: fifteen (15) feet;
 - 3. Side: two, not less than twenty (20) feet total in any combination.
 - 4. Corner, side: same as front yard.
- C. The height limitation shall be fifty (50) feet.
- D. Parking, loading and unloading areas shall be provided for all uses in accordance with Chapter 17.196.
- E. **Access.** Direct access onto a street or major highway shall be reduced or eliminated wherever the City Department of Public Works determines that alternate or unified points of access are available to a site resulting in better traffic flow and less traffic congestion. Service drives and loading and unloading areas shall be located so that in the process of loading or unloading no truck will block the passage of other vehicles on the service drive or extend into any public street or private drive used for traffic circulation.
- F. **Lighting** shall be designed so as not to throw glare on surrounding properties. Flashing lights are prohibited.
- G. **Signs.** Signs shall be in accordance with Chapter 17.216.
- H. **Storage.** All necessary outside storage of parts, materials, heavy equipment and inoperable vehicles accessory to uses permitted herein

shall be in accordance with Chapter 17.220. Open, unenclosed storage of parts, materials, heavy equipment and inoperable vehicles is prohibited.

I. Landscaping and Screening.

1. Either landscaping or screening shall be provided for all uses in accordance with the provisions of Chapter 17.220;
2. In addition to the requirements of Chapter 17.220, all areas not devoted to building or required parking areas shall be landscaped as defined in Section 17.220.080, provided that a landscaped area of at least three feet shall be required abutting all property lines where a zero setback is not provided. (Ord. 1599, Section 1 (part), 1995; Prior Code Section 150-70)

PTV Capital Partners- Dagsboro Road Annexation

ANNEXATION AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2016, by and between the **City of Salisbury**, a municipal corporation of the State of Maryland (hereinafter, “the City”), and the Owner **Mr. James W. Taylor, III** of 941 West Isabella Street, Salisbury, Maryland 21801 AND **PTV-Capital Partners, LLC** with the principal address of at 1563 Woodward Drive Extension, Greenberg, Pennsylvania 15601, (hereinafter jointly, “the Owner”).

RECITALS

WHEREAS, the Owner is the record owner of certain real property, of 2.51 acres in size, located in Wicomico County, Maryland, (hereinafter, “the Property”), and more particularly described in Attachment “A-1” attached hereto and made a part hereof; and

WHEREAS, the Owner desires to construct upon the Property a commercial building and associated site improvements and/or to facilitate the development of the Property for commercial use;

WHEREAS, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including the 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 the Local Government Article, subtitle 4-400 of the Annotated Code of Maryland, 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. 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.

- 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 the Local Government Article of the Maryland Code, Section 4-403 (b)(1) and (2). 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, the Property will be zoned General Commercial.

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.

C. **Contribution to Area Improvement:** The Owner agrees as part of the development of the Property to install sidewalks along the full public road frontage of the Property and crosswalks at the intersection of Dagsboro Road and Dickerson Lane to provide a strong and safe pedestrian orientation/amenity area between the site and the opposite side of Dagsboro Road.

D. **Contributions to the Re-investment in Existing Neighborhoods:** The Owner agrees to pay a development assessment to the City in the amount of \$18,876.00 prior to the issuance of a building permit. Such 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 neighborhoods in 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.

E. **Escalation of Development Assessment:** The lot assessment set forth in paragraph D above is subject to adjustment to reflect inflation. Beginning January 1, 2017 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, and Unadjusted, published by the Bureau of Labor Statistics.

F. **Community / Environmental Design:** The Owner agrees that the development plan for the site will feature strong pedestrian functional and visual relationships from the street and sidewalk to the front door of the store, enhanced site landscaping that recognize the "gateway" character of site and feature the use of a brick knee-wall at the corner of U.S. Route 13, streetscape enhancements along Dagsboro Road featured street trees in addition to the sidewalks, and buffer plantings and forest retention to provide a buffer between the developed portion of the site and the adjoining residentially zoned properties.

The Owner further agrees to achieve LEED credit points in collaboration with the Salisbury/Wicomico Planning Commission for any development using the rating system established by the United States Green Building Council's LEED Standards for Building Design New Construction, as updated from time to time. The City and Owner/Assignee acknowledge that certain points under the rating system are unattainable because of the project's location and existing available services. Understanding this, and in order to establish a baseline, the City and Owner/Assignee will first agree to the total sum of LEED points unattainable due to these factors that are beyond the control of the Owner. The sum of

these points will then be deducted from the total points possible; the difference then divided by the total points possible to arrive at a baseline quotient. Prior to development approval, the Owner shall submit specific findings, accepted by the Director of Planning, to demonstrate to the satisfaction of the Salisbury/Wicomico Planning Commission that the project has achieved, or would achieve upon development, the credit points needed for LEED Silver Certification when multiplied by the baseline quotient. 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 LED lamps for energy efficiency and long lamp life. Streetlights if used shall also be selected for highest efficiency but recognizing that streetlights may ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury Department of Public Works.
- Roadway and parking lot construction shall be accomplished mainly using recycled aggregates and base materials in addition to conventional aggregates and paving materials when acceptable recycled materials meeting the required physical properties of the design engineer are locally available.
- The HVAC systems in all building(s) on the Property shall be high-efficiency units. Air conditioning compressors will be 17 SEER, minimum unless and until higher federal, state, or local standards are required.
- Water-saving plumbing fixtures shall be used in all buildings on the Property.
- Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.
- Building finish materials that have high-recycled content shall be selected where possible. Low VOC (Volatile Organic Compound) paints and finishes shall be used.

G. The Owner, at its sole expense, agrees to extend public water and sewer services to the Property governed by the alignment, specification, sizing, and area wide coordination and system requirements and guidance provided by the City Department of Public Works recognizing that such facilities shall be sized larger than that required by the Property alone; such work to undertaken though a Public Works Agreement approved by the City.

H. 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 any 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.

K.

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

WITH A COPY TO: S. Mark Tilghman, City Attorney
1185 Broad Street, P.O. Box 910
Salisbury, Maryland 21803

IF TO THE OWNER: PTV-Capital Partners, LLC
1563 Woodward Drive Extension,
Greenberg, Pennsylvania 15601

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 SALSIBURY, MARYLAND

By: _____

WITNESS/ATTEST:

OWNER:

By: _____

APPROVED AS TO FORM:

S. Mark Tilghman, 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.

Notary Public (SEAL)

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 PVT, Capital Partners, LLC, 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

Attachment 1
(Annexation survey plat to be inserted)

EXHIBIT "A"

PENNTEX – DAGSBORO ROAD ANNEXATION

A CERTAIN AREA OF LAND, contiguous to and binding upon the northerly Corporate Limit of the City of Salisbury to be known as "PennTex – Dagsboro Road Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the southerly side of Dagsboro Road, North eighty-six degrees three minutes fifty-five seconds East (N 86° 03' 55" E) a distance of four hundred nine decimal six, one (409.61) feet from a City of Salisbury Brass Cap labeled "BARRACKS" X 1,211,582.19, Y 217,116.41; thence crossing the said Dagsboro Road North two degrees three minutes forty-eight seconds East (N 2° 03' 48" E) thirty-nine decimal nine, two (39.92) to a point at the southeast corner of the parcel being annexed X 1,211,583.62, Y 217,156.30; thence North two degrees three minutes forty-eight seconds East (N 2° 03' 48" E) two hundred eighty decimal zero, zero (280.00) feet to a point X 1,211,593.71, Y 217,436.12; thence North eighty-seven degrees five minutes thirty-eight seconds West (N 87° 05' 38" W) one hundred twenty-seven decimal one, eight (127.18) feet to a point X 1,211,466.69, Y 217,442.57; thence South seventy-three degrees forty minutes nineteen seconds West (S 73° 40' 19" W) seventy-one decimal six, zero (71.60) feet to a point X 1,211,397.97, Y 217,422.44; thence South sixty-two degrees five minutes nineteen seconds West (S 62° 05' 19" W) forty-four decimal five, nine (44.59) feet to a point X 1,211,358.58, Y 217,401.57; thence South forty-five degrees thirty-five minutes nineteen seconds West (S 45° 35' 19" W) sixty-nine decimal zero, three (69.03) feet to a point X 1,211,309.27, Y 217,353.26; thence South seventy-three degrees forty-two minutes nineteen seconds West (S 73° 42' 19" W) one hundred twenty-seven decimal four, five (127.45) feet to a point on the easterly right of way line of U. S. Route 13 X 1,211,186.94, Y 217,317.50; thence by and with the said line of U.S. Route 13 and a curve to the right, having a radius of five thousand seven hundred seventy-six decimal seven, six (R = 5,776.76) feet and a length of one hundred eighty-nine decimal one, four (L = 189.14), a chord bearing of South seven degrees thirty-one minutes thirty-two West (S 7° 31' 32" W) a chord distance of one hundred eighty-nine decimal one, three (189.13) feet to a point where the easterly right of way line of U. S. Route 13 intersects the northerly right of way line of Dagsboro Road X 1,211,162.17, Y 217,130.00; thence crossing the said Dagsboro Road South fifteen degrees fifteen minutes twelve seconds East (S 15° 15' 12" E) forty-three decimal two, two (43.22) feet to a point at the corner of the Corporate Limit being the aforementioned "BARACKS" Brass Disk X 1,211,173.54, Y 217,088.30; thence running by and with the said Corporate Limit North eighty-six degrees three minutes fifty-five seconds East (N 86° 03' 55" E) four hundred nine decimal six, one (409.61) feet to the point of beginning and containing 2.768 acres, being the lands of James W. Taylor, III, Parcel 184 shown on Tax Map 20, and a portion of Dagsboro Road. All bearings and coordinates are referenced to the Maryland State Coordinate System, 1927 datum.

DRAFT

REPORT OF ANNEXATION PLAN

for the

**PTV CAPITAL PARTNERS – DAGSBORO ROAD
ANNEXATION
TO THE CITY OF SALISBURY**

July 27, 2016

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

- At a work session on April 18, 2016, the Salisbury City Council reviewed the proposed annexation request.
- On July 21, 2016 the City of Salisbury / Wicomico County Planning Commission reviewed the proposed annexation and approved a favorable recommendation to the Salisbury City Council for the proposed zoning of the Property.
- At a Salisbury City Council work session on August 1, 2016, the City Council reviewed the draft annexation agreement and the draft version of this Annexation Plan and directed that an Annexation Resolution be drafted for review.
- A City Council meeting held on *(date to be inserted)* the Council formally reviewed this Annexation Plan and the Annexation Resolution and directed that a date for a public hearing be established. The Council further directed that the Annexation Plan be forwarded to the Maryland Department of Planning and the Wicomico County Council for comment within 30 days of the public hearing as provided for by State law.

1.0

GENERAL INFORMATION AND DESCRIPTION

1.1 Petitioners

The petitioner is Mr. James W. Taylor, III of 941 West Isabella Street, Salisbury, Maryland 21801 who has an agreement with PTV Capital Partners, LLC at 1563 Woodward Drive Extension, Greenberg, Pennsylvania. This entity has an equitable interest in the annexation property, granted by Mr. Taylor, and is acting as the developer.

1.2 Location

The Property is located at the intersection of Dagsboro Road and U.S. Route 13. The image below is an aerial photograph of the immediate vicinity. The right-of-way of Dagsboro Road along the Property's full frontage will also be annexed since the City's current limits stop at the south side of Dagsboro Road.

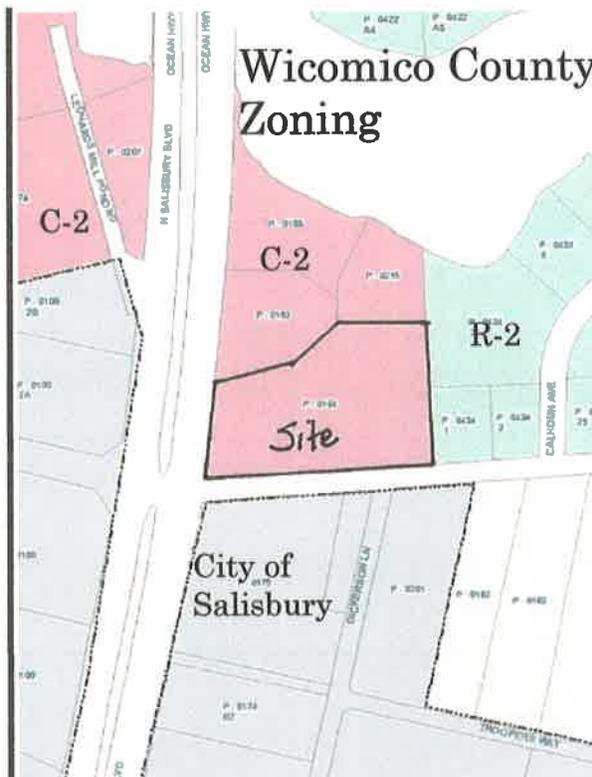


1.3 Property Description

Attachment 1 shows the survey of the Property. The site, the location of a former gasoline service station and convenience store, is 2.51 acres in size. The Property description is Tax Map 20, Parcel 184, and Grid 24. The entire annexation area includes the right-of-way of Dagsboro Road along the full frontage of the Property.

1.4 Existing Zoning

The Property is now zoned C-2, General Commercial under the Wicomico County Code as shown on the excerpt from the Wicomico County Zoning Map below. The Property adjoins C-2 zoned properties to the north and a R-20 (Residential) zone to the east.



2.0

LAND USE PATTERN PROPOSED FOR THE AREA TO BE ANNEXED

2.1 Comprehensive Plan

The City of Salisbury adopted the current Comprehensive Plan in 2010. The Annexation Property is located within the City's designated municipal growth area¹.

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

2.2 Proposed Zoning

Upon annexation, the Property is proposed to be zoned General Commercial. Per Section 17.36.010 of the City Zoning Ordinance, the purpose of the District is "to provide a wide range of functional and attractive regional retail, office, service, wholesale, storage, distributing and light manufacturing activities." In a letter to the Mayor and City Council dated July 22, 2016 transmitting the Planning Commission's favorable recommendation for the General Commercial District classification, the City of Salisbury – Wicomico County Department of Planning, Zoning and Community Development noted that the zoning is consistent with the County's General Commercial zoning district and the Comprehensive Plan's recommendation for commercial development in this area.

2.3 Proposed Land Use

The petitioners propose to develop the Property with a grocery store of approximately 18,000 to 19,000 square feet in size.

¹ Note due to an error in the production of the comprehensive plan mapping this property and several others were mistakenly designated with a recommended land use of low density residential. An amendment to the City's Comprehensive Plan correcting this error was presented by the Department of Planning, Zoning and Community Development to the Salisbury Wicomico County Planning Commission on July 21, 2016 and the approval of such amendment is proceeding ahead of or concurrent with this requested annexation. The corrected land use designation is "commercial".

3.0

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

3.1 Roads

Dagsboro Road and U.S. 13 would provide access to the Property via commercial driveways. Access to U.S. 13 would be changed from the current two points of access to just one. Along Dagsboro Road where access to the site is now wide open, access would be restricted to two formal commercial entrances, including one opposite Dickerson Lane. The City Department of Public Works will ultimately evaluate and make a determination about this proposed access configuration upon the developer's submittal of a site development plan for review. An inter-parcel roadway connection would also be provided connecting the Property to the adjoining properties to the north, which may be developed in the future.

Sidewalks built to City standards would be located along the full road frontages around the perimeter of the site and internal to the site connecting the Property to the adjoining properties on the north side. The Annexation Agreement between the City and the Petitioner provides that the developer would also install crosswalks on Dagsboro Road at its intersection with Dickerson Lane. The State Highway Administration will require a traffic study when a development plan is eventually submitted to the City.

3.2 Water and Wastewater Treatment

Development of Property in keeping with its conceptual development plan would create a demand of about 1,000 gallons per day. The developer would connect at its expense to existing public water and sewerage facilities in the area at the direction of the City Department of Public Work and there are no Public Works concerns about the feasibility or capacity to serve this Property upon its development. There is adequate capacity to serve the Property. The City's allocation of water and sewer taps will be dictated by the City's allocation plan.

3.3 Schools

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

3.4 Parks and Rec.

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

3.5 Fire, E.M., and
Rescue Services

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

3.6 Police

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

3.7 Stormwater Management:

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

3.8 Waste Collection

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

4.0

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

The Property is located at the intersection of Dagsboro Road and U.S. 13 at the northern gateway to the Salisbury Boulevard commercial corridor. Its proposed commercial use is consistent with the overall plan for this area of Salisbury. The Property is in the City's Municipal Growth Area and is eligible for annexation. The proposed grocery store use would serve existing and future residents in this growing part of the City and create about 30 to 40 jobs.

Attempts have been made to secure a development scenario that would be accessible by walking and would promote greater accessibility overall. An entrance to the site along Dagsboro Road would be located opposite Dickerson Lane and this road connection would continue through the site to the adjoining properties to the north. The developer would install a significant architectural element on the building façade and/or roof such as a cupola or clock tower opposite Dickerson Lane to help orient the building to the street and create a strong and attractive focal point where the view from Dickerson Lane would terminate. Sidewalks would be provided along the perimeter of the site and crosswalks would be placed at the intersection of Dickerson Lane and Dagsboro Road to improve safety and accessibility.

The applicant would be required to connect the Property by road and by pedestrian way to the northern adjoining properties. Marked and designated walkways and pedestrian zones from these properties and from Dagsboro Road would be installed to lead pedestrians directly to the front door of the grocery store.

The thoughtful use of landscape design would enhance the quality of the streetscape in this area and certainly improve it over existing conditions. For example, the developer would install an enhanced landscaping feature at the intersection of U.S. 13 and Dagsboro Road recognizing the location as part of the northern gateway into the City and install street trees.

The site lies adjacent to residentially zoned properties to the east. The developer would install a vegetated buffer along the eastern edge of the site to buffer the site from the residential use and partially protect the woods on the site.

The Property is located within the City's designated Paleochannel District, which is intended to protect and conserve the water resources of the Paleochannel, an ancient riverbed at a depth of 100 to 200 feet below the surface estimated to hold approximately 7 billion gallons of water. Development projects in the Paleochannel District are required to undergo site plan review and approval by the Planning Commission and certain protection performance standards.



City of
Salisbury
Jacob R. Day, Mayor

Memorandum

To: Tom Stevenson, City Administrator
CC: Julia Glanz, Asst. City Administrator
From: William T. Holland 
Date: July 20, 2016
Ref: Code Updates – City Council Work Session August 1

Attached is an Ordinance amending the Fire Prevention Code reflecting the most current edition as adopted by the state of Maryland, adding language to the adopted standard codes by including the Maryland Accessibility Code, amending the electrical standards reflecting the most current edition, and amending Property Maintenance Code to reference the 2015 International Codes.

These are all minor changes, never-the-less; let me know if you have any questions.

- 46 3. Failure to comply with the time limits of an abatement notice or other corrective
47 notice issued by the authority having jurisdiction may result in municipal
48 infractions not to exceed \$500.00 each day the violation/s continues and the
49 jurisdiction shall have authority as provided by law to evacuate, vacate and order
50 such building or structure to be closed to the public.
51 4. Amend Section 10.11 Open Flame, Candles, Open Fires and Incinerators, to read:
52 Open burning is prohibited within the City.
53
54 C. The International Building Code (~~2009~~ 2015 Edition) is incorporated by reference, and is
55 adopted with state and local amendments.
56
57
58

59 Chapter 15.04 - BUILDING CODE
60
61

62 15.04.010 - Adoption of standard codes.
63

64 The City of Salisbury adopts the following Standard Codes:
65

- 66 A. International Building Code (2015) (IBC);
67 B. International Residential Code (2015) (IRC);
68 C. International Energy Conservation Code (2015 edition)(IECC);
69 D. International Mechanical Code (2015)(IMC);
70 E. International Plumbing Code (2015)(IPC);
71 F. International Fuel Gas Code (2015)(IFGC); ~~and~~
72 G. International Existing Building Code (2015); ~~and~~
73 H. Maryland Accessibility Code.
74
75
76
77

78 Chapter 15.12 - Electrical Standards
79
80

81 15.12.020 - Adoption of standards by reference.
82

83 Except as may be provided otherwise in this chapter, the current requirements of the
84 National Electrical Code (2014 EDITION), ~~as revised from time to time~~, being the regulations of
85 the National Board of Fire Underwriters for electric wiring and apparatus, shall be deemed to be
86 the requirements imposed by this chapter, such National Electrical Code, ~~as revised from time to~~
87 ~~time~~, being hereby adopted by reference as the electrical code of the city and being herein
88 incorporated in its entirety by reference.
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92 Chapter 15.24 - Housing Standards

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95 15.24.040 - Referenced standards.

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A. Where the following codes are referenced within this code, they shall be considered part of the requirements of this code to the prescribed extent of each such reference:

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1. International Building Code (2015) (IBC). ~~The following additions and deletions are made to the International Building Code (2015):~~

~~a. Chapter 1, Section 101.2.1 Appendix and replace with the following:
Paragraph 101.2.1 Appendix provisions on Appendix I, Patio Covers, and Appendix B, Board of Appeals are adopted as part of the IBC.~~

~~b. Chapter 1, delete Section 101.4.1 Gas.~~

~~c. Chapter 1, delete Section 101.4.3 Plumbing.~~

~~d. Chapter 1, delete Section 101.4.4 Property Maintenance.~~

~~e. Chapter 1, delete Section 101.4.5 Fire Protection.~~

~~f. Chapter 1, delete:~~

~~Section 105.2 Work exempt from permit.~~

~~2. — Fences not over six feet (6') high.~~

~~Replace with the following:~~

~~105.2 Work exempt from permit.~~

~~2. — Fences less than fifty (50) lineal feet.~~

~~g. Chapter 1, add Section 105.2 Work exempt from permit:~~

~~14. Replacement windows, doors, vinyl/aluminum siding and custom trim.~~

~~Exception: Windows being replaced in bedrooms shall not be reduced in size or shall comply with the minimum requirements of Section 102.6 Existing Structures.~~

~~h. Chapter 1, delete Section 110.3.5 Lath and Gypsum Board Inspection.~~

2. International Residential Code (2015)(IRC);

3. International Energy Conservation Code (2015)(IECC);

4. International Mechanical Code (2015)(IMC);

5. International Plumbing Code (2015)(IPC);

6. International Fuel Gas Code (2015)(IFGC);

7. International Existing Building Code (2015)(IEBC)).

~~6. Maryland Accessibility Code.~~

~~7. National Electric Code (2009).~~

- 138 ~~8. National Fuel Gas Code 2009 Edition.~~
139 ~~9. National Fire Protection Association (NFPA) 101 Life Safety Code (2009) is~~
140 ~~incorporated by reference, and is adopted with state amendments with the exception of~~
141 ~~COMAR 20.06.04 Fees for Fire Prevention Services.~~
142 ~~10. National Fire Protection Association (NFPA) Fire Code (2009) is incorporated by~~
143 ~~reference, and is adopted with state and local amendments. The local amendments are:~~
144 ~~a. The Board of Appeals shall be the Building Board of Adjustments & Appeals.~~
145 ~~b. Any person who fails to comply with the provisions of the Code or who fails to carry~~
146 ~~out an order made pursuant to this Code or violates any condition attached to a permit~~
147 ~~approval, or certificate may be subject to a municipal infraction not to exceed \$500.00~~
148 ~~each day the violation continues.~~
149 ~~c. Failure to comply with the time limits of an abatement notice or other corrective~~
150 ~~notice issued by the authority having jurisdiction may result in municipal infractions not~~
151 ~~to exceed \$500.00 each day the violation/s continues and the jurisdiction shall have~~
152 ~~authority as provided by law to evacuate, vacate and order such building or structure to~~
153 ~~be closed to the public.~~
154 ~~d. Amend Section 10.11 Open Flame, Candles, Open Fires and Incinerators, to read:~~
155 ~~Open burning is prohibited within the City.~~
156 ~~11. State of Maryland Fire Protection Code (2009).~~

- 157
158 B. Where differences occur between provisions of this code and referenced standards, this
159 code shall apply. Additionally, nothing herein shall be construed to repeal, modify or set
160 aside any provisions of the city's zoning code.
161

162
163 AND BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE
164 CITY OF SALISBURY, MARYLAND, that the Ordinance shall take effect _____,
165 2016.
166

167 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
168 Salisbury held on the _____ day of _____, 2016 and thereafter, a statement of the
169 substance of the ordinance having been published as required by law, in the meantime, was
170 finally passed by the Council on the ___ day of _____, 2016.
171

172 ATTEST:

173
174 _____
175 Kimberly R. Nichols, City Clerk

174 _____
175 John R. Heath, City Council President

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178
179 Approved by me, this _____ day of _____, 2016.
180

181
182 _____
183 Jacob R. Day, Mayor