

SALISBURY CITY COUNCIL WORK SESSION AGENDA

MAY 6, 2019 COUNCIL CHAMBERS GOVERNMENT OFFICE BUILDING

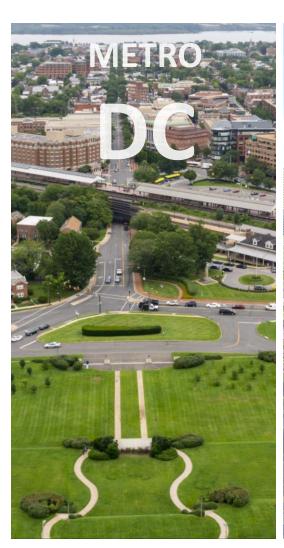
4:30	p.m.	Habitat for Humanity's goals for the neighborhoods- Executive Director Molly Hilligoss
4:55	p.m.	Eastern Shore Drive Task Force 4/4/19 Meeting Recap- DID Director Amanda Pollack / Project Specialist Will White
5:15	p.m.	Schumaker Lane Lot 1 Annexation- Building Official Bill Holland
5:30	p.m.	Resolution to approve a service and equipment lease agreement between the City of Salisbury and the Wicomico County Board of Elections- City Clerk Kim Nichols
5:40	p.m.	Resolution – Lot 16 Surplus and Assignment- City Attorney Mark Tilghman
5:50	p.m.	Budget Amendment for Legal Services- City Attorney Mark Tilghman
6:05	p.m.	Council discussion
6:10	p.m.	Adjournment

Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.

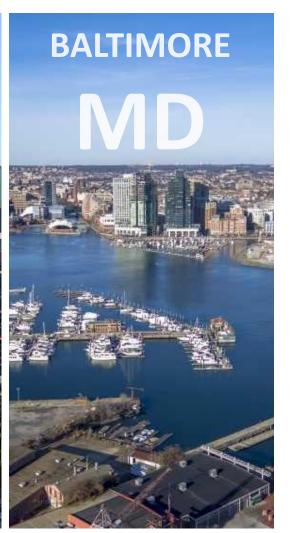
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).



ABOUT HCM







Hord Coplan Macht has offices in Denver, Baltimore and DC Metro with over 280 talented architects, landscape architects, planners and interior designers.

We have award-winning projects in:

- multifamily / mixed-use
- senior housing
- healthcare
- education
- historic preservation
- commercial office
- landscape architecture
- planning
- interior design

01 Why Eastern Shore Drive

- 02 Context
- 03 Precinct Analysis
- **04** Vision Plan
- 05 Questions

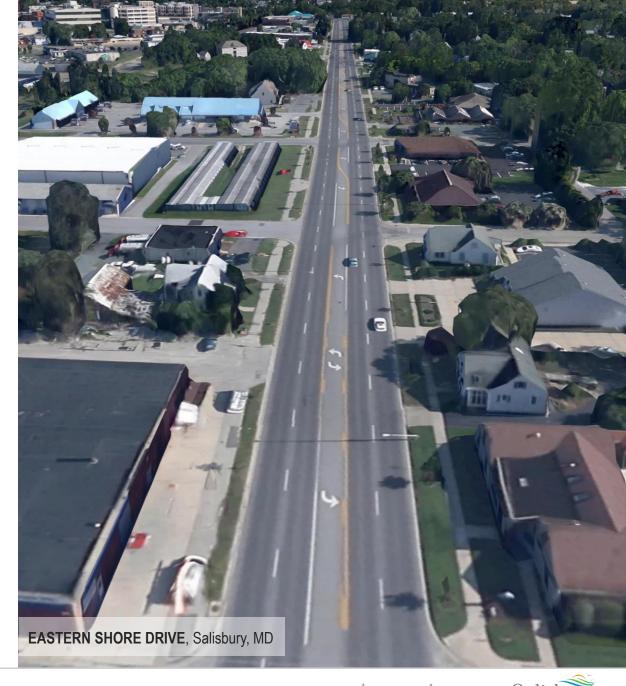
01 WHY EASTERN SHORE DRIVE? hord coplan macht

EASTERN SHORE DRIVE

Desire for Complete Streets

Less Disruptive Conversion

Underutilized Opportunity



BENEFITS OF STREETS

Offer Balanced Mobility

Environmental & Health

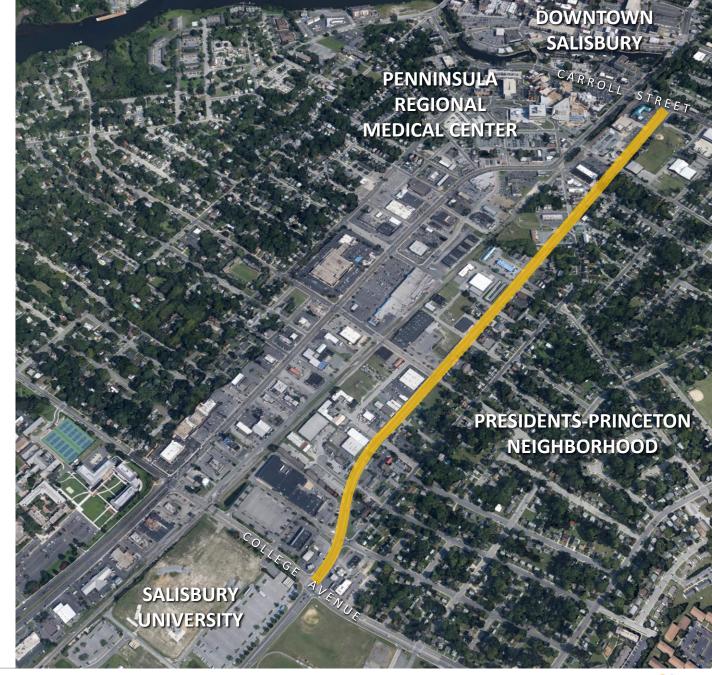
Placemaking/Public Realm

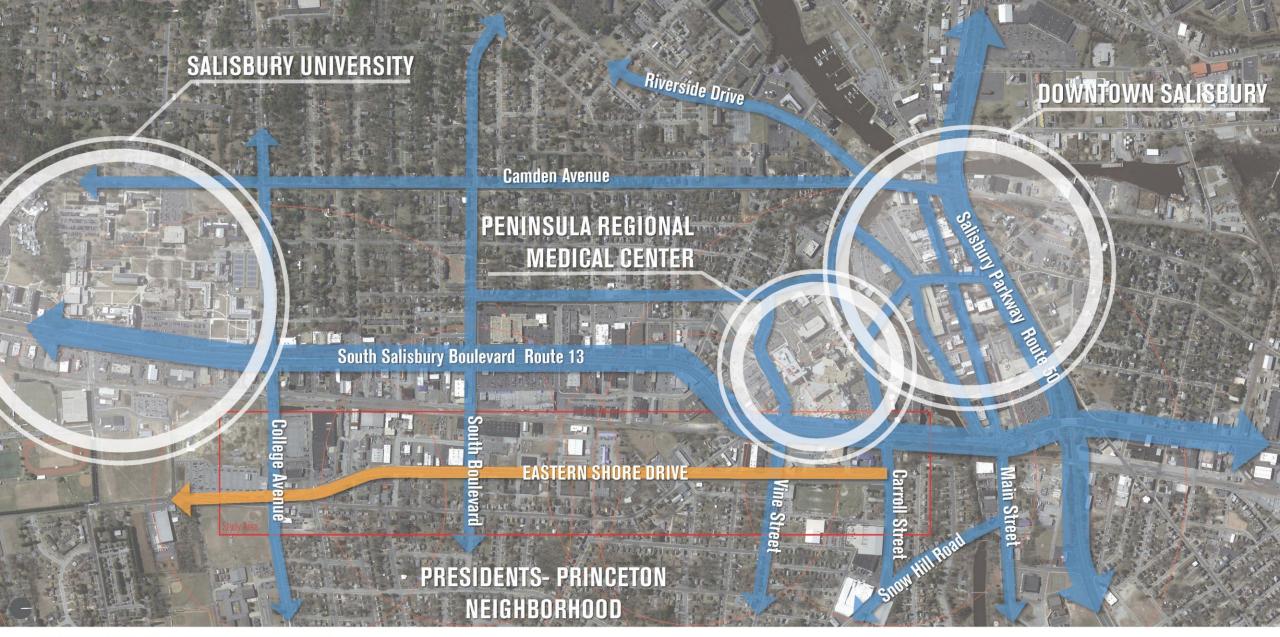




STUDY AREA

- Length: +/- 1 Mile
- Width: 60' in an 80' ROW
- Topography: Relatively Flat
- Land Use: Predominantly Non-Residential



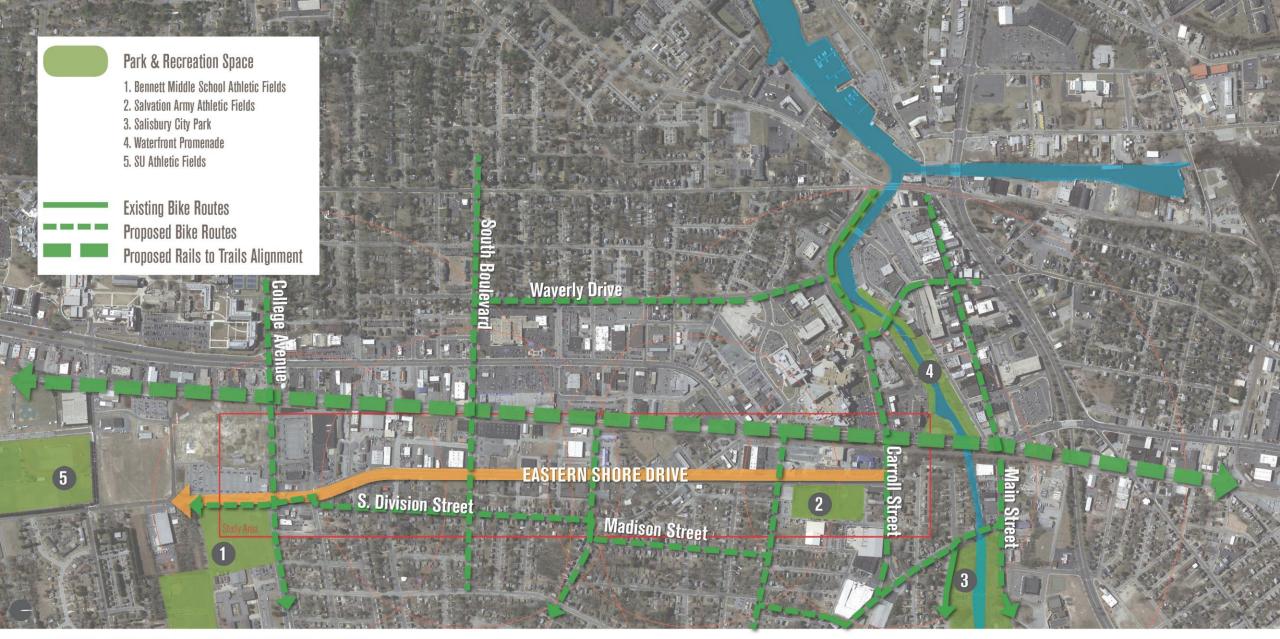




EASTERN SHORE DRIVE VISION PLAN















CIRCULATION OBSERVATIONS:

- Good street connection east of Eastern Shore Drive
- Rail line limits access to Route 13
- 4 major intersections

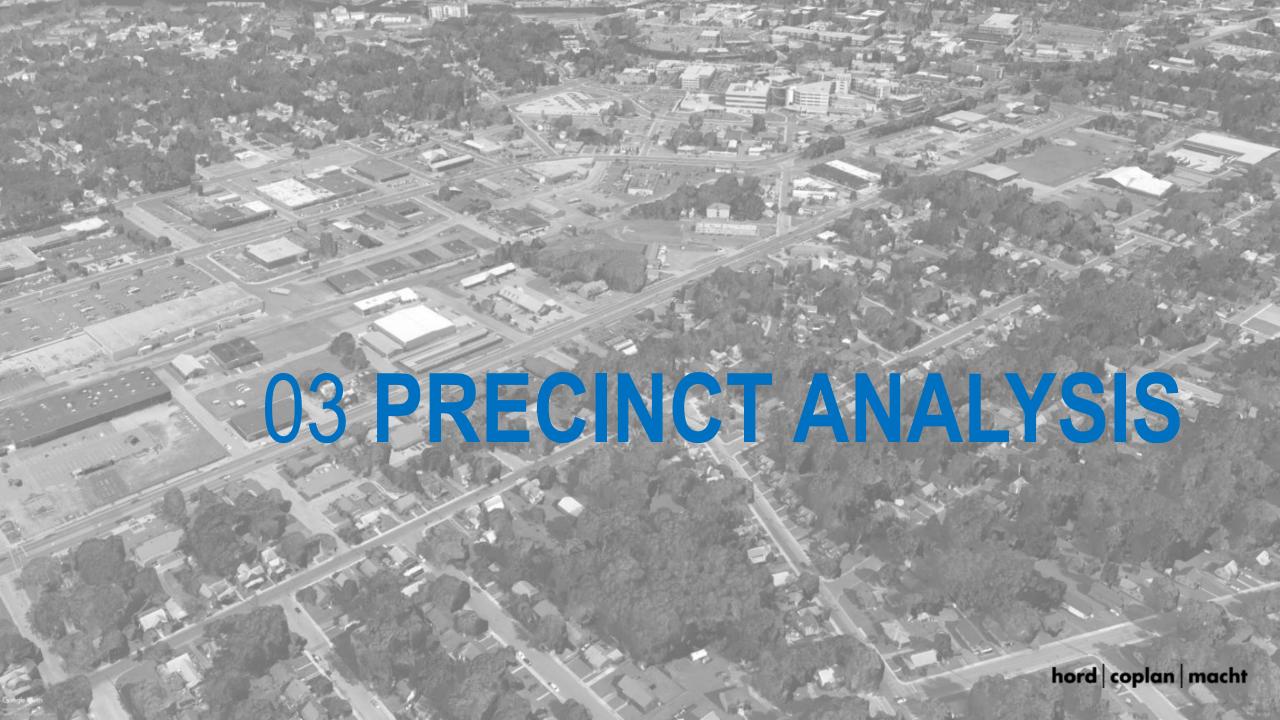














COLLEGE GATEWAY

SOUTH + SHORE

DiMoWa

CARROLL GATEWAY















COLLEGE GATEWAY

SOUTH + SHORE

DiMoWa

CARROLL GATEWAY

OBSERVATIONS:

- Suburban retail setting
- Vibrant shops adjacent to the University
- Wedges of open spaces along curved roadway

OPPORTUNITIES:

- Town-Gown infill placemaking
- Pocket-parks or gateway signs along curved roadway











OBSERVATIONS:

- Rational block network with side streets
- Light Industrial with office, service and retail along corridor
- Vacant and large properties

OPPORTUNITIES:

- Mixed-use infill redevelopment
- South and Eastern Shore- visible intersection













OBSERVATIONS:

- Eclectic land uses: bakery, motorcycle repair, produce market, multifamily
- Unique triangular street grid pattern
- Irregular and small properties
- Elements of a traditional commercial street

OPPORTUNITIES:

- Celebrate quirkiness-reknit traditional street fabric through placemaking
- Re-establish former street fabric





Division-Monroe-Washington



PRECINCT ANALYSIS

EASTERN SHORE DRIVE VISION PLAN

03.21.1





COLLEGE GATEWAY

SOUTH + SHORE

DiMoWa

CARROLL GATEWAY

OBSERVATIONS:

- Large blocks- institutional feel
- Proximity to hospital and medical offices
- Terminates on Carroll Street

OPPORTUNITIES:

- Northern gateway
- Fitness and wellness themed open space linking recreation and healthcare land uses













VISION

Eastern Shore Drive will be transformed into a distinctive street serving the surrounding neighborhoods.

The new Eastern Shore Drive will be a model for walkability, biking and rainwater management.



Elements

- Useable Median
- Safe Bikeway
- Pedestrian Amenities
- Address Rainwater
- Landscape Enhancements









Commonwealth Avenue Boston, MA







Allen Street Bikeway
New York, NY







Indianapolis Cultural Trail Indianapolis, IN







North Boulevard Promenade Baton Rouge, LA







Street Proportions

PRECEDENT STREET PROPORTIONS									
Street	Building Face-to-Face	ROW	Cartway Lanes	Median	Sidewalks	Median to ROW Ratio	Cartway to ROW Ratio		
Commonwealth Avenue	230	200	70	100	30	0.50	0.35		
Allen Street Bikeway	135	135	60	50	26	0.37	0.44		
Indianapolis Cultural Trail	70	70	24	24	22	0.34	0.34		
North Boulevard	190	160	70	66	30	0.41	0.44		

EASTERN SHORE DRIVE P	Building	ROW	Cartway Lanes	Median	Sidewalks	Median to ROW Ratio	Cartway to
Street	Face-to-Face						
Eastern Shore Drive [EXISTING]	110	80	60	0	20	0	0.75
Eastern Shore Drive [PROPOSED]	110	80	22	38	20	0.48	0.28

GOALS

Pedestrian and Bicycle Priority

Promote a Healthy Lifestyle



Link Neighborhoods

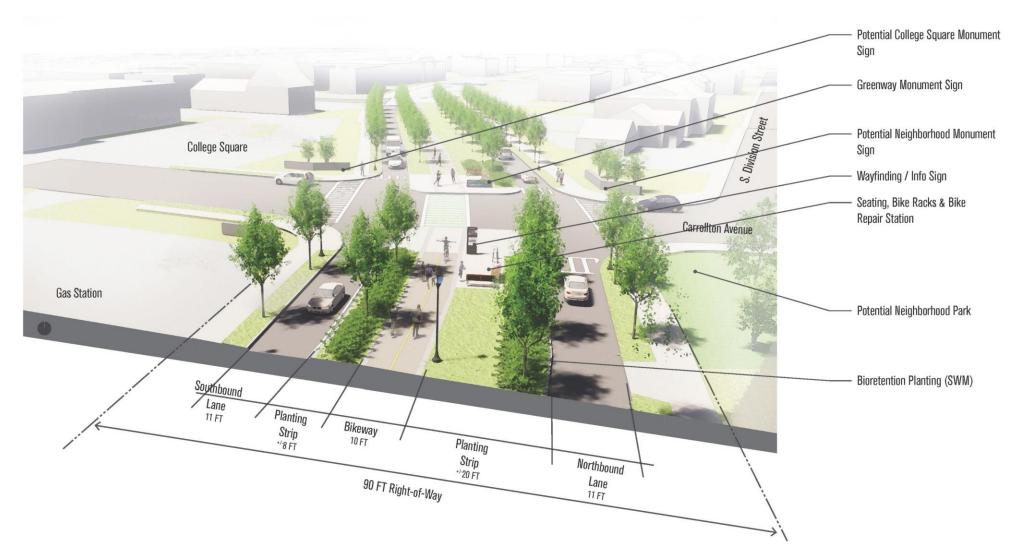
Strengthen Place

Create Opportunities





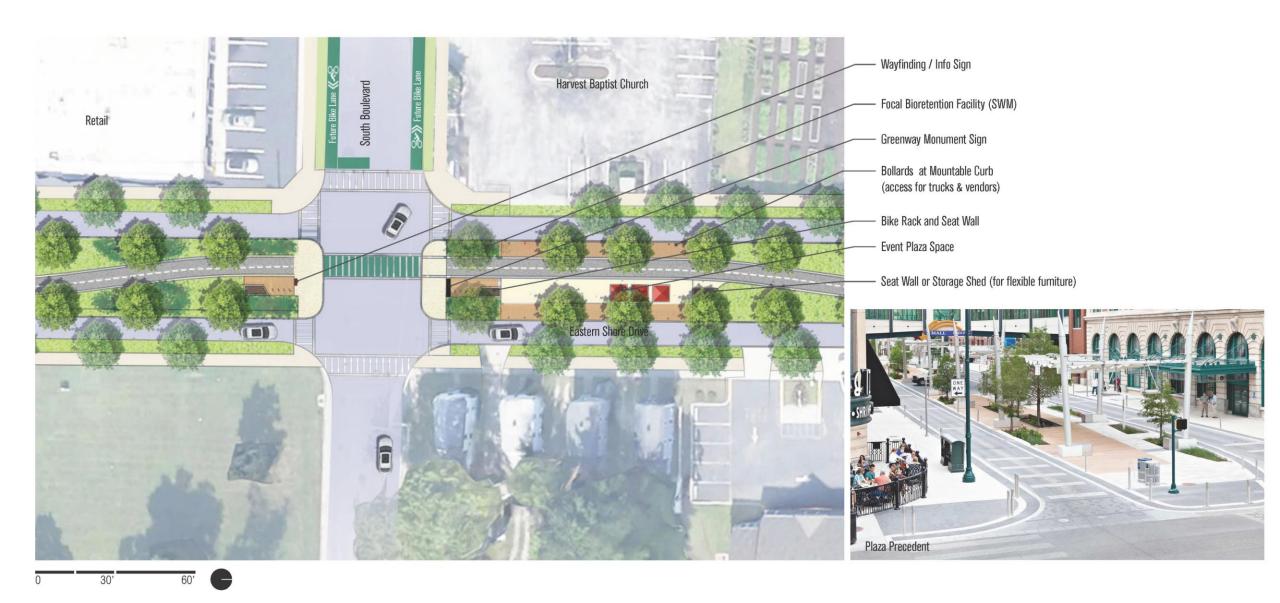






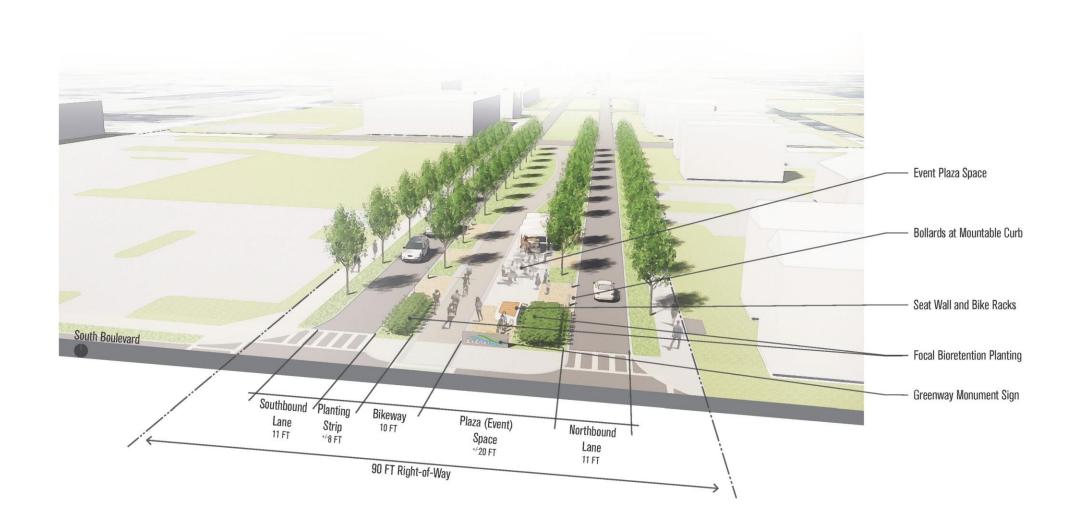






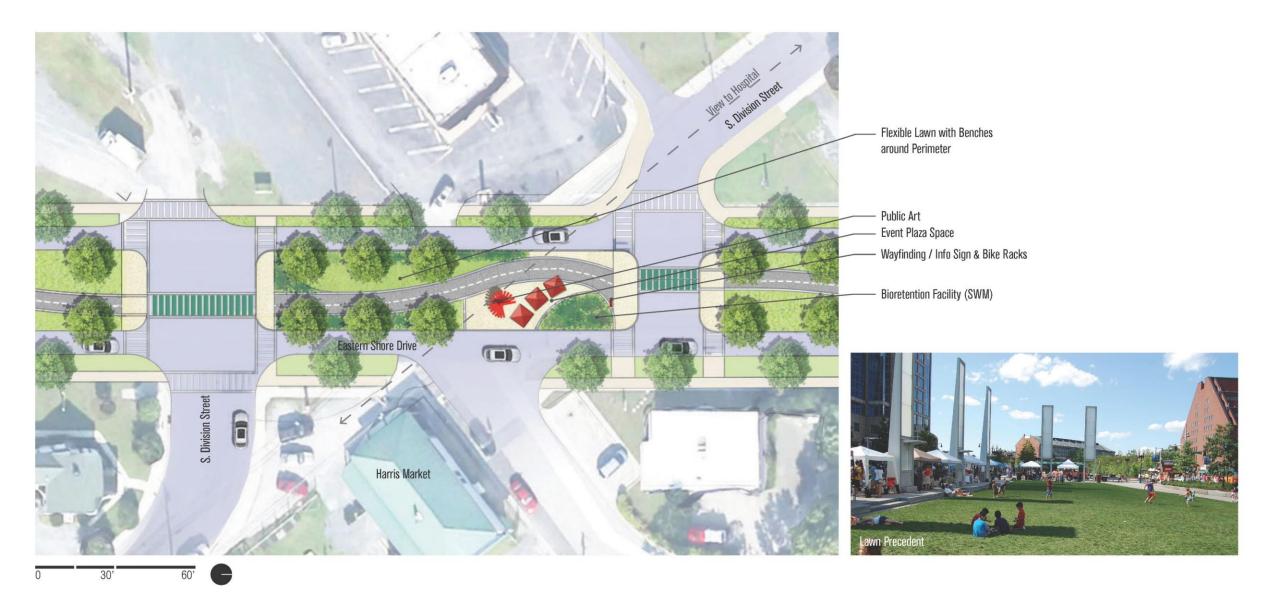






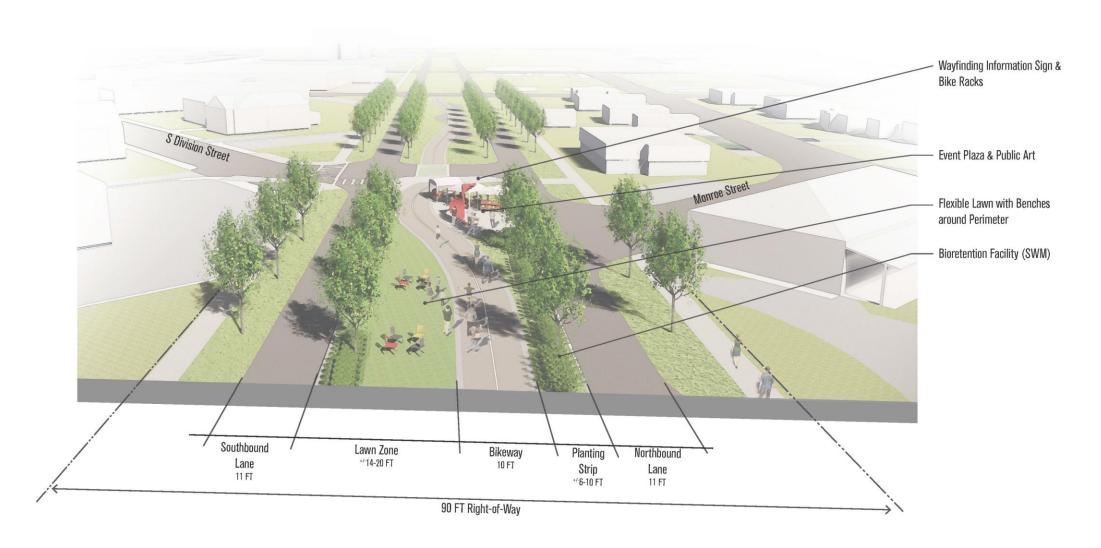






























Memorandum

To: Amanda Pollack, Director Infrastructure & Development

From: William T. Holland

Date: 4/4/2019

Re: City Council Work Session of the Proposed Annexation of Schumaker Lane Lot 1

The Department of Infrastructure & Development requests the Schumaker Lane, Lot 1 annexation be placed on the City Council work session scheduled for Monday, May 6th. As part of the presentation, the City Council will be provided information related to this request, including, but not limited to the following:

- Purpose of the request;
- Consistency with applicable plans and policies;
- Overview of next steps; and
- Obtain consent of the Council to proceed with the annexation request.

Consistent with the City's 2006 Annexation Policies and Procedures, the applicant has signed the annexation agreement. Moreover, the annexation petitioner has paid the required annexation fee to begin the annexation process.

The .40 acre site is located on the westerly side of Schumaker Lane and its northerly property line and rear property line is contiguous to the City of Salisbury corporate limits. This request does not contain a concept development plan. The annexation of the lot will become portions of Lots 37, 38 and 39 of the Greystone Subdivision.

Attached, please find the cover letter and the signed annexation petition along with an annexation survey, and an aerial map of the location.

Staff is available to answer questions about this request.



March 28, 2019

William Holland City of Salisbury Infrastructure and Development 125 North Division Street Salisbury, Maryland

Re: Annexation Request

Greystone Residential Community

Salisbury, Maryland Iott File No.: 16-018

Dear Mr. Holland,

On behalf of Timber Crest SBY, LLC we respectfully request that Lot 1 shown on the attached Annexation Plan be annexed into the City of Salisbury. This lot is contiguous with Tax Map 116, Parcel 2524 Parcel B, currently owned by Timber Crest SBY, LLC. Lot 1 will comprise all or portions of Lots 37, 38 and 39 of the proposed Greystone Subdivision as shown on the attached Partial Site Development Plan..

As you are aware, we have received Preliminary Site Plan Approval from the Planning Commission for Greystone and are currently working toward completion of our site engineering packages.

Thank you in advance for your consideration of this request.

Respectfully,

Keith Iott PE, RA

Member, Timber Crest SBY, LLC

President

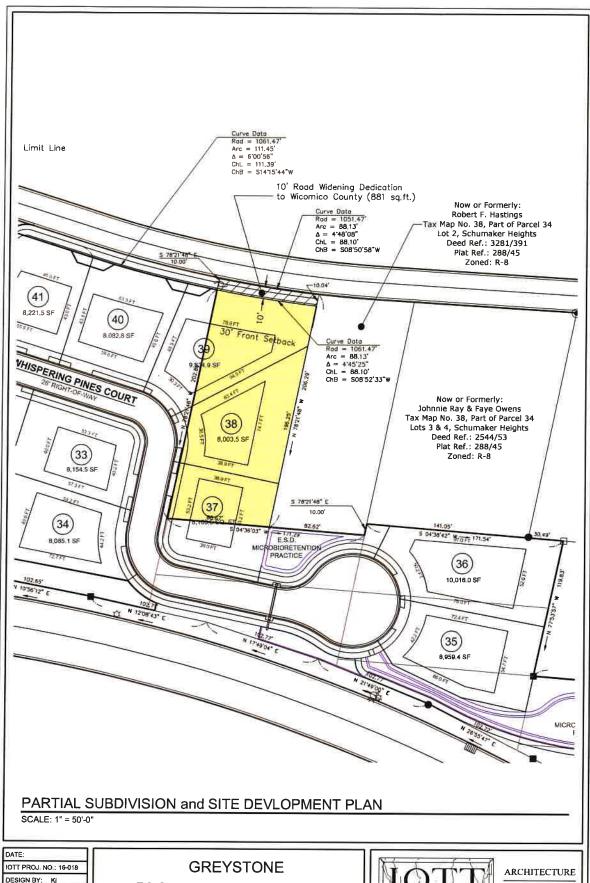
Iott Architecture & Engineering, Inc.

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) # PART 0= PARCEL DEED REF. 4166/12	34
Dred Pr. 4/66/12 PLAT POF. 288/2	45
Map # 38 GLID 23	
SIGNATURE (S)	
FOR TIMBLERED SBE, LLC	3, 28, 2019 Date
	Date
7	Date

Date



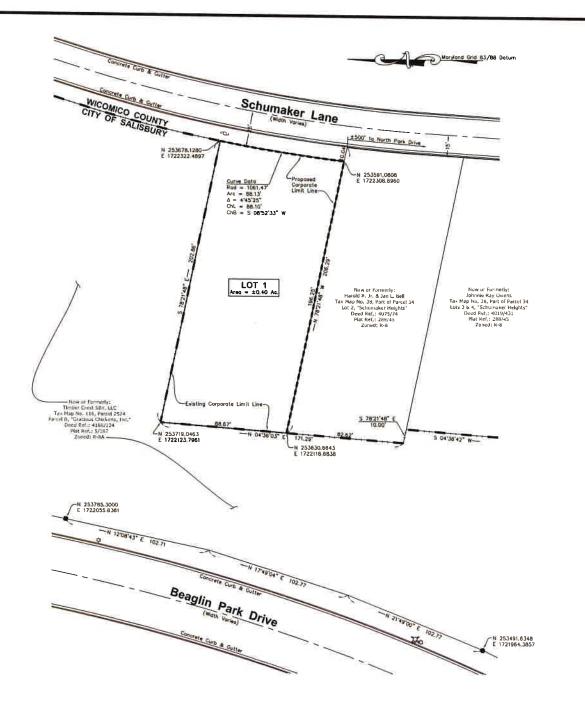
DESIGN BY: KI DRAWN BY: SCALE: STAGE: DWG.FILE:

RESIDENTIAL COMMUNITY TIMBERCREST LLC, DEVELOPER SALISBURY, MARYLAND



ENGINEERING

 SUITE 100 - SALISBURY, MARYLAND (410) 749-7229 • FAX (410) 749-0001





NOTES:

- 1. OWNER: Timber Creet SBY, LLC 1007 Sandstone Court Salisbury, MD 21804
- 2. Tax Map No. 38, Grid 23, Part of Parcel 34
- 3. Deed Ref.: 4166/124
- 4. Plat Ref.: 288/45
- Site Address: Schumaker Lone Sollabury, MD
- 6. Zoning: R-8
- 7. AREA: ±17,507 sq.ft. (±0.40 Acres)
- B. By scaled map location and graphic pietting only, the subject property appears to lie entirely in Zone X (Areas determined to be outside the 0.2% annual chance. Readplain) according to the Flood Insurance Rate Map for the County of Wicamico, Community Panel No. 24045C0252f, Effective Date August 17, 2015.

OWNER'S & SURVEYOR'S CERTIFICATION I/We certify that the requirements of 'Real Property' Section 3-108 of the Annotated Code of Moryland, latest addition, as for as it concerns the making of this plot and the setting of markers have been compiled with, to the best of our knowledge. OWNER: Timber Crest SBT, LLC

SURVETOR: W. Bruce Wagner PLS No. 470, Renewal Date: 01/03/2021



LEGEND

Concrete Manument Found Iron Pipe Found Utility Pole Light Pole \$460€ Fire Hydrani

PURPOSE STATEMENT

DATE:

The purpose of this plot is to show the annexation of Lot 1 into the corporate limits of the City of Solisbury, Lot 1 is owned by Timber Crest SBY, LLC as of the date of this plat.

Professional Certification

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

Willom Bruce Wogner Property Line Surveyor License No.: 470 Expiration date: January 3, 2021

Date Plotted : _3/17/2019

ANNEXATION PLAN
FOR A PORTION OF THE LANDS OF
TIMBER CREST SBY, LLC
LOT 1, "SCHUMAKER HEIGHTS"
PARSONS ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND FOR OF MAAL

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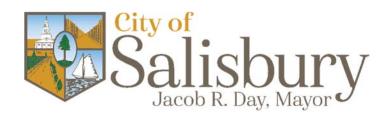
P

bwagnersurveying@gmail.com

PROPERTY LINE SURVEYOR, L
33915 Bob Smith Rd.
Pittsville, MD 21850
410-430-0287



1 of 1



MEMORANDUM

TO: City Council

FROM: Kimberly Nichols, City Clerk

DATE: April 29, 2019

SUBJECT: Service and Equipment Lease Agreement with Wicomico County Board of

Elections

Attached for your consideration is a resolution authorizing Mayor Day and City Council President Heath to sign a service and equipment lease agreement to lease Optical Scan (OS) voting units and other equipment and services from the Wicomico County Board of Elections for the City of Salisbury's municipal elections, scheduled for November 5, 2019.

This lease agreement has been reviewed and approved by the City's Legal Department and the Wicomico County Board of Elections.

If you have any questions, please let me know.

	RESOLU	TION NO
AND EQUIPMEN	T LEASE AC	OF SALISBURY TO APPROVE A SERVICE GREEMENT BETWEEN THE CITY OF CO COUNTY BOARD OF ELECTIONS.
WHEREAS, the Cit	y of Salisbury, N	Maryland believes it is in the best interest of the
		authority to the Wicomico County Board of
Elections to conduct City el	ections.	
		LVED that the City Council of the City of Salisbury,
		uipment Lease Agreement between the City of
		of Elections, a copy of which is attached hereto as
	•	council President Heath to execute this Agreement on
behalf of the City of Salisbu	ıry.	
		d and duly passed at a meeting of the City Council of
		of 2019, and is to become effective
immediately upon adoption		
ATTEST:		
Kimberly R. Nichols		John R. Heath
City Clerk		Council President
City Cicik		Council i resident
APPROVED BY ME THIS		
WITKOARA DI MIR 1UIS	•	
day of	2019	
Jacob R. Day		
Mayor		
J		

WICOMICO COUNTY BOARD OF ELECTIONS SERVICE AND EQUIPMENT LEASE AREEMENT WITH THE CITY OF SALISBURY

THIS SERVICE AND EQUIPMENT LEASE AGREEMENT is made as of the _____ day of _____, 2019, by and between the Wicomico County Board of Elections hereinafter referred to as the **Board** and the City of Salisbury, a Municipal Government hereinafter referred to as **Lessee**.

RECITALS

WHEREAS, Lessee desires to lease Digital Scan (DS) voting units and other equipment and services from the Board for the Lessee's municipal elections which are scheduled as follows:

City of Salisbury – General Election – Tuesday, November 5, 2019

WHEREAS, the Board has been permitted by the State of Maryland, thru the Maryland State Board of Elections (SBE), to lease the DS-200 voting units to Maryland Municipal Governments for the purposes of municipal elections; and

WHEREAS, the parties desire to enter into this Service and Equipment Lease Agreement which defines their respective rights, duties, and liabilities relating to the DS-200 voting units.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Lessee hereby agrees as follows:

ELECTIONS

The Board shall perform the duties delegated to it by Article VI, Elections, of the City Charter and, Title I, Chapter 1.08 of the Salisbury Municipal Code, for each General Election held in the City during the time period covered by this Service and Lease Agreement as described herein, and that the "Petitions" described in the City Charter and the Salisbury Municipal Code shall be processed according to the paragraph entitled <u>Petitions</u> under Section 1.3 of this agreement. The obligations of the Board and Lessee are as follows:

1. OBLIGATIONS OF THE BOARD

1.1 The Board agrees to lease to and the Lessee agrees to lease from the Board twelve (12) DS-200 voting units and five (5) BMD (ADA) voting units. Two DS-200 and one BMD (ADA) voting units will be utilized at each polling place, as follows:

District One

Fire Station 16, 325 Cypress St, Salisbury MD

District Two

Ward Museum, 909 South Schumaker Drive, Salisbury, MD 21804

District Three

Asbury United Methodist Church, 1401 Camden Ave, Salisbury MD

District Four

Wicomico Presbyterian Church, 129 Broad St, Salisbury MD

District Five

Oak Ridge Baptist Church, 327 Tilghman Rd, Salisbury MD

Canvasses – Absentee 1, Provisional, Absentee 2

2 DS-200 units at Board of Elections office, 345 Snow Hill Road, Salisbury MD

- 1.2 The Board will provide the materials necessary for the proper use of the DS-200 and BMD (ADA) voting units to conduct the Election, including but not limited to Electronic Pollbooks, Supervisor Cards, power and network cords, and miscellaneous supplies.
- 1.3 The Board agrees to provide the following additional services to the Lessee:

Street File Verification

Prior to any Election, the City Clerk and a staff member from the Board shall verify the street file listing by street name, as well as numerical low, high address range, from the Statewide voter registration system.

Petitions

The Wicomico County Board of Elections is not required by law or by this agreement to verify any petition filed with a Municipality. The parties hereto acknowledge that the City of Salisbury assumed the responsibility of petition verification for their municipality effective August 2, 2003. Upon receipt of a written request, the Board will permit the City Clerk and one City staff person to utilize our Statewide Voter Registration System module for the verification of their petitions on a case by case basis in the office of the Wicomico County Board of Elections.

1.4 For services rendered, the City agrees to be responsible to pay unto the herein after referred entity or individual(s), as follows:

The Board will receive, directly from the City, the hourly rate applicable to the employee(s) providing the services. Said hourly rate will be calculated to include the value of all benefits for all time expended during normal working hours of said employee.

Staff members of the Board will receive, directly from the City, their hourly rate in accordance with the State of Maryland Standard Salary Schedule for any and all work performed on their personal time. (Personal time is all time expended by an employee in excess of the regular 40 hours per week. Personal time shall be paid at the rate of 1.5 times the standard hourly rate per COMAR 17.04.02.08.) The Election Director shall attempt to use county time (the regular 40 hour work week) whenever possible in lieu of personal time; however, it is understood and agreed by the parties to this agreement that the Election Director's decision concerning duties during the standard 40-hour work week shall be final.

Adjustments to Minimum Wage and/or COLA Increases

All parties to this agreement agree that any Maryland State Minimum Wage and/or COLA increases or step increases authorized by the State of Maryland shall be applied to and incorporated in this agreement and the hourly rate shall be adjusted to reflect any authorized increases made by the State of Maryland.

1.5 Should the Lessee elect to obtain services for the pre-election, election day or post-election support from any other source other than the Board, that source

must be approved in advance by the SBE and the Board.

2. OBLIGATIONS OF THE LESSEE

- 2.1 Lessee agrees to secure and control all items provided under this Equipment Lease Agreement in accordance with guidance and direction issued by the Maryland State Board of Elections (SBE) and/or the Board.
- 2.2 Lessee agrees for the Board to conduct the election in accordance with the Salisbury Municipal Code.
- 2.3 Lessee agrees to secure acceptable polling place locations thru Rental Agreements which will meet the requirements for the proper operation of the DS-200 and BMD (ADA) voting units.
- 2.4 Lessee agrees to pay Election Systems & Software, Inc. (ES&S) the cost of transporting the DS-200 and BMD (ADA) voting units and the polling place delivery carts from the Board's storage facility at 345 Snow Hill Road, Salisbury, Maryland, to the polling locations in Section 1.1, as designated before the Election, and returning them to the Board's storage facility after the Election, at a cost charged by the contracted hauler. ES&S shall bill the Lessee for such transportation directly to the Lessee and Lessee agrees to pay such bill promptly upon receipt.
- 2.5 Lessee agrees that the DS-200 and BMD (ADA) units and other equipment provided under the Lease shall be used only for election purposes.
- 2.6 Lessee agrees that the DS-200 and BMD (ADA) units and other equipment provided under this Lease shall be located at the polling places specified in Section 1.1 and may be inspected at those locations by SBE and/or the Board between the hours of 7 AM and 7 PM, on Election Day. Otherwise, DS-200 and BMD (ADA) voting units will be available for inspection at 345 Snow Hill Road, Salisbury, Maryland from 8:00 AM to 4:30 PM.
- 2.7 Lessee agrees that when the Election is being conducted, the DS-200 and BMD (ADA) voting units and other equipment provided under this Lease shall be under the visual supervision of a Chief Election Judge and/or municipal liaison. At all other times, the DS-200 and BMD (ADA) voting units and the other equipment provided under this Lease shall be closed and sealed, and stored in an access controlled area whereby only authorized personnel have access.
- 2.8 Lessee agrees that it shall not sub-lease or otherwise make available to any other person or entity the DS-200 and BMD (ADA) voting units and/or the other equipment provided under this Lease.
- 2.9 The Election Officials shall keep a record of and report to the Board the protective counter settings on all equipment. Said records shall be taken when the DS-200 and BMD (ADA) voting units are unsealed before use as well as after the DS-200 and BMD (ADA) voting units have been used before being resealed.
- 2.10 Lessee designates **Kimberly Nichols, City Clerk**, as Lessee's single point of contact for purposes of this Lease and the use of any DS-200 and BMD (ADA) voting units or other equipment or services provided under this Lease.

3. CONDUCT OF ELECTION

- 3.1 All aspects of the Election will continue to be conducted by the Board. Nothing in this Agreement may be construed to make the State of Maryland (the State), the SBE, and/or the Board responsible for the Election. Neither the State, nor SBE is responsible for the administration or supervision of, nor any costs associated with conducting this Election.
- 3.2 Lessee agrees to indemnify the Board, SBE, and the State of Maryland against any and all liability for any suits, actions, or claims of any character arising from or relating to the Lease or use by Lessee of any equipment provided under this Lease. Should litigation be promulgated by any party involving a Municipal election, referendum or other contest involving a Municipal election, and the Election Director and/or the Board be named in said litigation, the Lessee agrees to bear costs to defend said litigation, including the costs for the legal representation of the Election Director, the Board and all charges generated by the Attorney for the Board, who acted at the direction of the Board concerning said litigation.
- 3.3 Delivery and return of the DS-200 and BMD (ADA) voting units, along with their delivery carts and all supplies contained in them, will be scheduled by ES&S and its contracted hauler, with delivery to be completed no later than 2:00 PM on the Monday before the Election and pick-up no later than 2:00 PM on the Wednesday after the Election has been held. Other equipment provided under this Lease Agreement will be delivered and returned by the Chief Judges on election night after the polls close.
- 3.4 Lessee shall be liable for any loss or damage to the DS-200 and BMD (ADA) voting units and/or any other equipment provided under this Lease at all times that such equipment are within the control of Lessee or its agents. Lessee will not be responsible for loss of or damages to any items while they are in the control of ES&S and its contracted hauler.
- 3.5 Lessee expressly acknowledges and agrees to respect the intellectual property rights of ES&S in the system components, and will not make any use of those components or documents and materials generated through the use of the components that the State would not be permitted to make under the contract between SBE and ES&S. All documents and materials prepared by a system or by ES&S solely for purposes of the Election shall be the sole property of Lessee and shall be available to Lessee at any time, and Lessee may use such documents and materials without restriction and without compensation, except as provided elsewhere in this Agreement or in separate agreements between Lessee and the Board.
- 3.6 Lessee is insured by the **Local Government Insurance Fund**, in accordance with State Board Municipal Information requirements. The certificate of insurance shall name the SBE and the Board as additional loss payees.
- 3.7 Lessee agrees that all absentee ballots must be printed by ES&S or by a local printer approved and certified by ES&S. ES&S may impose deadlines for the certification of a printer and for steps in the process for producing absentee ballots. Lessee covenants and agrees to be responsible for all costs associated with creation of the absentee ballots and shall pay the vendor directly for production and printing services.

3.8 The Lessee agrees for the Board to provide adequate training of election officials and poll workers and the appropriate voter education and instructions for conducting the elections. The Board will invoice the Lessee for the costs of training and equipment testing.

4. MISCELLANEOUS

Property Tax Map

The City shall provide to the Board a complete copy of the Property Tax Map Book that currently is published for the City Department of Infrastructure and Development. In addition thereto, the City shall provide to the Board all updates to the Property Tax Map Book as soon as they are available, for so long as this agreement is in effect.

- 4.1 This Lease is entered into under the Law of Maryland and shall be construed, applied and performed in accordance with the laws of the State of Maryland, including, but not limited to, the laws, ordinances, and regulations of Wicomico County, Maryland. The Maryland Uniform Computer Information Transactions Act, Commercial Law Article, Title 22, Annotated Code of Maryland, does not apply.
- 4.2 All parties to this Agreement consent to jurisdiction and venue in the court system for Wicomico County, Maryland.
- 4.3 This Agreement, which includes services delineated by the Municipal Election Questionnaire constitutes the entire agreement between the parties with respect to this subject matter, supersedes all previous communications, representations and understandings, whether oral, written, electronic or otherwise, and may be amended only by a written document that is signed by an authorized representative of the Board and Lessee.
- 4.4 If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable or voidable, such invalidity, enforceability or voidability shall not affect the validity or enforceability of the remainder of the Agreement.
- 4.5 In the event that the Lease of the DS-200 and BMD (ADA) voting units and/or the other equipment leased pursuant to this Lease conflict with, or limit the use of said equipment by the Board for any election conducted under the Election Law Article, the Board may declare this Lease null an void and of no further effect without liability of any kind. If the Board declares this Lease void, Lessee shall immediately return said equipment to the Board at the direction of the Board.

4.6 Duration of Agreement

The term of this Service and Equipment Lease Agreement shall be for a period of two years beginning July 1, 2019, with a termination date of June 30, 2021, at midnight.

5. ADDITIONAL LEASE TERMS

- 5.1 The Board will conduct the election in accordance with the most current Maryland State Board of Elections guidelines, including adherences to the Municipal Leasing Standards.
- 5.2 This agreement is subject to Maryland law and Title 22, Maryland Uniform Computer Information Transactions Act, of the Commercial Law Article of the Annotated Code of Maryland is inapplicable.
- 5.3 The State of Maryland is not responsible for the administration of or supervising of, or for any costs associated with conducting, an election not governed by the Election Law Article.
- 5.4 The lessee will provide all power necessary for proper operation of those components being leased.
- 5.5 The lessee will provide the schedule for delivery and return of system components to the Board when available from ES&S.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals the day and year first above written.

Attest:	City of Salisbury
Kimberly R. Nichols, City Clerk	Jacob R. Day, Mayor
Attest:	City of Salisbury
Kimberly R. Nichols, City Clerk	John R. Heath, City Council President
Attest:	Wicomico County Board of Elections
Anthony Gutierrez, Election Director	Catherine Keim, Board President





125 NORTH DIVISION STREET SALISBURY, MARYLAND 21801

Tel: 410-548-3190 Fax: 410-548-3192

To: Julia Glanz, City Administrator

From: S. Mark Tilghman, City Solicitor

Date: May 1, 2019

JACOB DAY

MAYOR

JULIA GLANZ

CITY ADMINISTRATOR

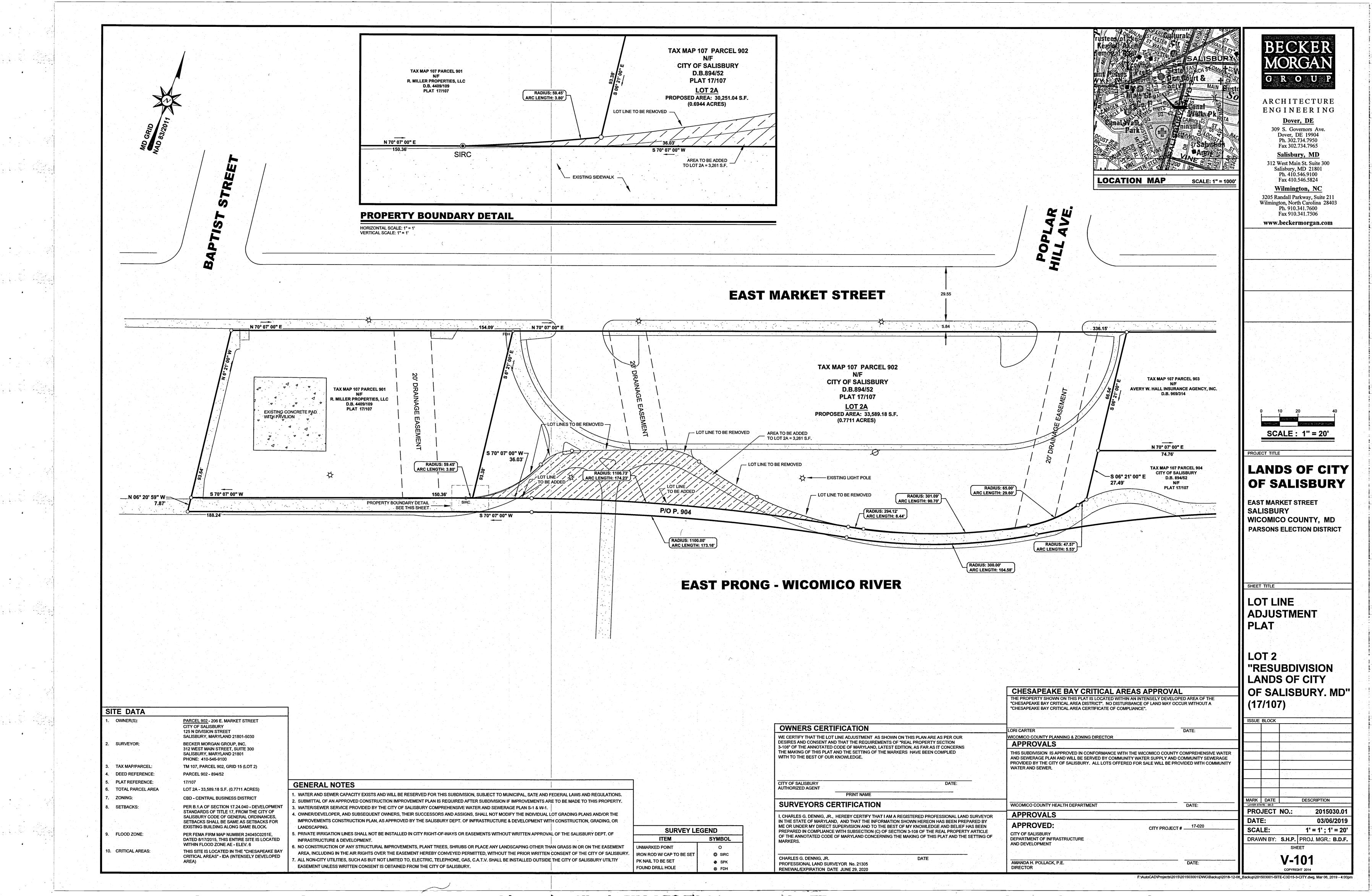
Re: Resolution – Lot 16 Surplus and Assignment

The City signed a Land Disposition Contract with Davis Simpson Holdings, LLC on June 26, 2018 for the sale and redevelopment of the parcel of land known as Parking Lot #16.

The Buyer, Davis Simpson Holdings, LLC, has requested approval, pursuant to section 12.L. of the Land Disposition Contract, to assign its interest in the Contract to BKR Holdings, LLC.

The Buyer has also requested to change the property lines of the parcel to be sold and redeveloped. The change of the property lines will cause a parcel of land (that is contiguous to Parking Lot #16) that is not yet surplused to be sold by the City. The Buyer will be paying all of the costs associated with the resubdivision of the property to include this parcel. The inclusion of this parcel will also require the reconstruction of the pedestrian access to the footbridge across the East Prong of the Wicomico River. The Buyer has also agreed to be responsible for the reconstruction of the footbridge access.

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



1	RESOLUTION NO
2 3 4 5 6 7 8 9	A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, FOR THE PURPOSE OF SURPLUSING CITY-OWNED PROPERTY LOCATED BETWEEN THE RIVERWALK AND THE PROPERTY CURRENTLY KNOWN AS PARKING LOT #16 AND FOR THE PURPOSE OF ACCEPTING THE ASSIGNMENT OF THE LAND DISPOSITION CONTRACT FROM DAVIS SIMPSON HOLDINGS, LLC TO BKR HOLDINGS, LLC, FOR THE REDEVELOPMENT OF PARKING LOT #16.
L0 L1	WHEREAS, the City of Salisbury entered into a Land Disposition Contract with Davis Simpson Holdings, LLC, dated June 26, 2018, for the sale and redevelopment of City Parking Lot #16; and
L2 L3 L4	WHEREAS, Parking Lot #16 was surplused by Resolution No. 2848 on June 25, 2018; and
15 16 17 18	WHEREAS, the Buyer, Davis Simpson Holdings, LLC, has requested to change the lot lines described in the Land Disposition Contract to include the conveyance of a piece of City-owned property that is adjacent to and a part of the current Riverwalk, as shown on the attached plat as the hatch-marked area; and
20 21	WHEREAS, the piece of property requested includes the entrance ramps to the pedestrian footbridge that crosses the East Prong of the Wicomico River; and
22 23 24 25	WHEREAS, the Buyer has offered to bear the responsibility and costs for relocating the entrance ramps to the pedestrian footbridge; and
26 27	WHEREAS, upon recommendation of the Director of Procurement, the Mayor and City Council have determined that this property is unused City-owned property that should be surplused; and
28 29 30 31	WHEREAS, the City of Salisbury hereby declares the hatch-marked area on the attached pla entitled Lot Line Adjustment Plat, Lot 2 Resubdivision Lands City of Salisbury, as surplus property; and
32 33 34	WHEREAS, pursuant to section 12.L. of the Disposition Contract, the Buyer has submitted a request to the City for approval to assign its interest in the Disposition Contract to a new, related entity BKR Holdings, LLC; and
35 36 37	WHEREAS, Bret Davis is related to both Davis Simpson Holdings, LLC and BKR Holdings LLC, and is the signer of the Disposition Contract.
38 39 40 41 42 43	NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Salisbury, in regular session on the day of 2019, that the Buyer, Davis Simpson Holdings, LLC, in the Disposition Contract dated June 26, 2018, for the sale and redevelopment of City Parking Lot #16 is authorized to assign its interest in the Property to BKR Holdings, LLC, however Davis Simpson Holdings, LLC will still be responsible for all of the Buyer's obligations under the Disposition Contract.
15 16 17	BE IT FURTHER ENACTED AND RESOLVED that the property shown as the hatch-marked area on the attached plat is hereby surplused.
+7 18 19	AND BE IT FURTHER ENACTED AND RESOLVED that this Resolution will take effect from and after its passage.

51	THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the			
52	Council of the City of Salisbury held on the	his day of	2019 and is to become effective	
53	immediately upon adoption.			
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55	ATTEST:			
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58	Kimberly R. Nichols	John R. Heat	:h	
59	CITY CLERK	PRESIDENT	T, City Council	
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62	APPROVED by me this day of	, 2019.		
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64				
65				
66	Jacob R. Day			
67	MAYOR, City of Salisbury			

INTER	
AFFIAF	

MEMO

Department of Finance

To:

Julia Glanz, City Administrator

From:

Keith Cordrey, Director of Finance

Subject:

FY 19 Budget Amendment - Legal Services

Date:

04/18/19

Please find attached a Budget Amendment that will provide an additional appropriation of \$89,515.04 for Legal services which is required based on current projections in the City Attorney (17000-513301) account. The project amount was provided in the attached schedule from Mark Tilghman's office.

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

FY 19 Solicitor Bills - Tilghman

	2018-2019	Tax Sales/Receivership*	Water/Sewer	date sent
July	\$29,025.88		206.00	10/23/18
August	\$32,272.39		1,427.50	11/13/18
September	\$27,681.23		175.50	12/26/18
October	\$31,954.58		248.00	01/25/19
Nov	\$27,296.11		629.50	03/05/19
Dec	\$22,590.18		335.50	03/18/19
Jan	\$38,666.16 *est (33,622.75 current plus difference upon review)			
Feb	\$36,856.81 *est (23,353.75 current plus difference upon review)			
Mar				
April				
May				
June				
			-	

Total(billed + unbilled) \$246,343.34

2,392.50

Total actual billed to date: \$170,820.37

Monthly average FY19 act.: \$28,470.06

Total estimated based on monthly ave.: \$341,640.72

Monthly average FY19 est.:\$30,792.92

Total estimated based on monthly est. ave: \$369,515.04

Total Original Legal Funds Budgeted:

\$284,800.00

Legal Funds for our office:

\$280,000.00

Budget Amendment:

+\$

Total Legal Budget for SBT:

\$280,000.00

Less Total Billed Fees:

\$170,820.37

Total Estimated legal fees:

\$369,515.04

Anticipated Legal Fund difference:

\$(89,515.04)

FY18 Total legal fees: \$346,053.95 (\$280,000 original budget plus \$75,000 amendment) with \$1,983.50 from W/S fund and \$8,946.05 surplus

ORDINANCE NO	
AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT O	Ρ
THE FY2019 GENERAL FUND TO APPROPRIATE FUNDS FOR ATTORNEY FEES.	
WHEREAS, the City of Salisbury has projected the amount of Attorney Fees expected for FY 2019; and	
WHEREAS, the City of Salisbury's projection indicates an increase of \$89,515.04 in FY2019	
appropriations is needed in account 17000-513301 City Attorney in order to meet the projected requirements for	
legal fees for the remainder of FY 2019.	
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY,	
MARYLAND, THAT THE City's Fiscal Year 2018 General Fund Budget be amended as follows:	
1) Increase Current Year Surplus (01000-469810) by \$89,515.04	
2) Increase City Attorney (17000-513301) by \$89,515.04	
BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final	
passage.	
THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury	
held on thisday of 2019, 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,	
2019.	
ATTEST:	
Kimberly R. Nichols, City Clerk John R. Heath, President	
Salisbury City Council	
APPROVED BY ME THIS day of, 2019.	
Jacob R. Day, Mayor	