



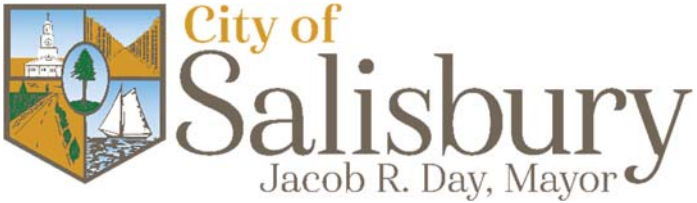
**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

JUNE 3, 2019

**COUNCIL CHAMBERS
GOVERNMENT OFFICE BUILDING**

- 4:30 p.m. Hotel licensing and inspections – Fire Chief John Tull
- 4:45 p.m. MOU with Salisbury University for use of Plant Street - DID Director Amanda Pollack
- 5:00 p.m. Property line adjustment with 500 Riverside Realty, LLC – DID Director Amanda Pollack
- 5:15 p.m. Constructing bicycle facilities on City streets – DID Director Amanda Pollack
- 5:30 p.m. Receiving the donation of trolleys – Deputy City Administrator Andy Kitzrow
- 5:45 p.m. Receiving the donation of fishing poles - Deputy City Administrator Andy Kitzrow
- 6:00 p.m. Discussion regarding receiving donations to the City - Deputy City Administrator Andy Kitzrow
- 6:25 p.m. Council discussion
- 6:30 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).*



MEMORANDUM

To: Julia Glanz,
From: John W. Tull, Fire Chief
Subject: Hotel Licensing Ordinance
Date: May 29, 2019

Attached you will find a proposed ordinance that will authorize the City to amend the Salisbury Municipal Code by adding a new section – Chapter 5.68 concerning Hotel Licensing and Inspection. There does not currently exist a provision in the City Code in connection with ensuring that hotel establishments within the City are inspected and comply with the City of Salisbury’s applicable fire safety codes in order to protect the public’s health and safety.

If you should have any questions or comments, please do not hesitate to contact me.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND THE SALISBURY MUNICIPAL CODE BY ADDING A NEW SECTION, CHAPTER 5.68 CONCERNING HOTEL LICENSING AND INSPECTION.

WHEREAS, the Mayor and City Council recently established the position of Fire Marshall within the City of Salisbury Fire Department; and

WHEREAS, there does not currently exist a provision in the City Code in connection with ensuring that hotel establishments within the City are inspected and comply with the City of Salisbury’s applicable fire safety codes in order to protect the public’s health and safety; and

WHEREAS, establishing such licensing and inspection provisions for hotel establishments within the City would protect the public that utilize hotels within the City.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE CITY OF SALISBURY, MARYLAND, THAT Title 5-Business Licenses and Regulations of the Salisbury Municipal Code be amended by adding Chapter 5.68-HOTELS to read as follows:

Chapter 5.68-HOTELS

5.68.010 – Definitions.

As used in this chapter, the following words and terms shall have the following meanings, unless another meaning is plainly intended:

“City” means the City of Salisbury, Maryland.

“Hotel” means a building or groups of buildings under the same management in which there are sleeping accommodations and primarily used by transients for lodging with or without meals. The term hotel, shall include a hotel, an inn, a club, a motel, a bed and breakfast, or any other structure meeting the definition of hotel regardless of the name of the entity or institution used.

“Person” means an individual or group of individuals, corporation, partnership, association, or any other entity.

5.68.020 – License required.

Any person desiring to locate, operate, or construct a hotel within the corporate limits of the City shall be required to first obtain a license from the City Clerk. A person that currently operates a hotel shall apply for a license on or before thirty (30) days after the date that this Ordinance takes effect.

47 **5.68.030 – Application for license-Contents.**
48

49 A. An application for a hotel license pursuant to this chapter shall be made in writing and
50 signed on a form supplied by the City Clerk. The applicant shall in the application agree to
51 conform to all provisions of this chapter and other ordinances and other applicable codes within
52 the City governing hotels; and
53

54 B. Every person, subject to the provisions of this section, shall upon application for an
55 annual license, submit proof of an inspection and approval conducted by the City Fire Marshall
56 to ensure compliance with the City’s fire prevention code.
57

58 **5.68.040 – Conditions for a hotel license.**
59

60 A license provided under this chapter shall not be issued to a person for the construction,
61 location or operation of a hotel unless the person and hotel location is in compliance with all
62 applicable City laws and regulations, including payment of all City real property and personal
63 property taxes.
64

65 **5.68.050 – Operation of a hotel without a valid license.**
66

67 A. Misdemeanor- A person who operates a hotel without a valid hotel license required
68 under this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject
69 to a fine of not less than \$200.00 nor more than \$500.00 for each offense, or imprisonment for
70 not more than ninety (90) days, or both. The party aggrieved shall have the right of appeal as is
71 provided under the general laws of the State. Where the act or omission is of a continuing
72 nature, conviction for the one offense shall not be a bar to a conviction for a continuation of the
73 offense subsequent to the first or any succeeding conviction.
74

75 B. Municipal infraction- A person, who operates a hotel without a valid hotel license or
76 otherwise violates any provision of this chapter, shall be guilty of a municipal infraction and
77 shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each offense. Each day
78 a violation continues shall be considered a separate offense. The City Fire Marshall is authorized
79 and designated by Council to authorize the persons within his department to act as enforcement
80 officers for the purpose of preparing and carrying out the requirements for issuing and serving
81 municipal infractions.
82

83 C. Nothing herein contained shall prevent the City of Salisbury, Maryland from taking
84 such other lawful action as is necessary to prevent or remedy any violation of the provisions of
85 this chapter.
86

87 **5.68.060- License fee.**
88

89 A license fee of fifty dollars (\$50.00) shall be charged and collected for each hotel license
90 issued pursuant to this chapter. New licensing fees shall be set by Resolution or as part of the
91 annual approved yearly City budget.
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5.68.070 – Nonrefundable fee.

License fees shall be non-refundable and non-transferable.

5.68.080 – Expiration of license.

Hotel licenses issued pursuant to this chapter shall expire on the 31st day of December following the date of issuance.

Underlined language shows language added to the Code

THIS ORDINANCE was introduced and read at a meeting of the City Council held on ____ day of _____, 2019 and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the ____ day of _____, 2019 and is to become effective as 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



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development 
Date: May 22, 2019
Re: Memorandum of Understanding with Salisbury University for use of Plant Street

Salisbury Department of Infrastructure and Development received a request from Salisbury University to utilize the Plant Street right-of-way. Plant Street is a fifty foot right-of-way located north of Milford Street and east of the Railroad right-of-way. Plant Street is paved to allow for access to buildings on the street. The ALTA survey is attached for reference.

Salisbury University would like to utilize the Plant Street right-of-way to provide for the ten foot wide Rail Trail bicycle and pedestrian pathway, as well as for vehicular access to buildings, parking and stormwater management. The University is planning improvements to the existing building and will have classrooms located off of Plant Street. Additionally, the right-of-way will have a twelve foot wide service road to the athletic fields.

The attached Memorandum of Understanding details the proposed uses and responsibilities. The Department of Infrastructure and Development recommends adoption of the Memorandum of Understanding and supports the creation of the Rail Trail segment.

Unless you or the Mayor have further questions, please forward a copy of this memo, the Resolution and the Memorandum of Understanding to the City Council.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TO SIGN A MEMORANDUM OF UNDERSTANDING WITH SALISBURY UNIVERSITY TO ALLOW THE UNIVERSITY TO UTILIZE PORTIONS OF THE PLANT STREET RIGHT-OF-WAY TO REDEVELOP OUT OF USE INDUSTRIAL PROPERTIES AND TO PROVIDE A SAFE MULTI-MODAL PATH TO THE STUDENT BODY AND GENERAL PUBLIC.

WHEREAS, the City of Salisbury supports redevelopment of several out-of use industrial properties; and

WHEREAS, Salisbury University intends to construct a multi-modal path connecting to and extending the City’s Rail-with-Trail for the betterment of the student population and general public; and

WHEREAS, the path and its associated utility and landscaping improvements will benefit the City as a whole; and

WHEREAS, the Plant Street right-of-way is currently a dead-end, is of little general use, and Salisbury University owns the parcels along the approximate 300 foot length of the easterly border of Plant Street; and

WHEREAS, the City and Salisbury University have jointly developed the attached Memorandum of Understanding that defines the responsibilities of each party in regard to the use of the Plant Street Right-of-Way.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Memorandum of Understanding between the City and Salisbury University and enter for the use/maintenance of Plant Street in connection with the referenced multi-modal path.

THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on _____, 2019 and is to become effective immediately upon adoption.

ATTEST:

Kimberly R. Nichols
CITY CLERK

John R Heath
PRESIDENT, City Council

APPROVED by me this _____ day of _____, 2019

Jacob R. Day

1 **MEMORANDUM OF UNDERSTANDING BETWEEN**
2 **THE CITY OF SALISBURY AND SALISBURY UNIVERSITY**

3 This Agreement is made by and between the City of Salisbury (“City”) and Salisbury
4 University (SU), an institution of higher learning in the State of Maryland.

5
6 WHEREAS, the Salisbury Charter (SC11-2) gives the City charge of all public ways in
7 the City; and

8
9 WHEREAS, Section 10.04.010 gives the Mayor certain powers in connection with
10 roadways; and

11
12 WHEREAS, the City Council adopted the 2017 Salisbury Bicycle Network Plan in
13 Resolution No. 2712 on December 13, 2016 which included provisions for a multi-modal “rail
14 trail” within the City’s corporate limits from Delmar, Maryland to Fruitland, Maryland; and

15
16 WHEREAS, Salisbury University has purchased all parcels on the east side of Plant
17 Street and the Parcel adjacent to the northern terminus of Plant Street; and

18
19 WHEREAS, the only property owner to the west of Plant Street is Norfolk-Southern
20 Railroad which does not utilize Plant St for any form of access; and

21
22 WHEREAS, Plant Street is a fifty foot wide Right-of-Way extending three hundred feet
23 in a northerly direction before terminating at a dead-end; and

24
25 WHEREAS, Salisbury University is the source of all traffic on Plant Street; and

26
27 WHEREAS, Salisbury University desires to modify the Street width in order to build a
28 multi-modal rail trail to provide safe passage for pedestrians and cyclists to include City
29 residents that may transit the path; and

30
31 WHEREAS, Salisbury University has agreed to build and maintain such a multi-modal
32 path.

33
34 THEREFORE, based on the foregoing, the parties enter into the following Agreement.

35
36 **SECTION 1. DESIGNATION OF PLANT STREET FOR THE USE OF**
37 **SALISBURY UNIVERSITY.**

38
39 The City shall allow Plant Street to be used by SU for the purposes of access to the
40 properties along its frontage and for the construction of an ADA-compliant multi-modal
41 pedestrian and cycle path of at least 10 feet in width. SU may modify the existing cross-section
42 and width of Plant Street as necessary for this purpose as long as the public is still allowed to

43 transit the Right-of-Way. A drawing of the site, 2018-02-12, 3D Arts Site Concept (2), is
44 attached as Appendix A and made a part of this MOU.

45
46 **SECTION 2. TRANSFER OF MAINTENANCE OF PLANT STREET TO**
47 **SALISBURY UNIVERSITY**

48
49 Maintenance of surface and subgrade facilities, to include the Street surface itself, any
50 underlying subgrade material and appropriate signage shall be the responsibility of SU. City shall
51 be consulted with regard to signage to ensure that Section 10.04.010 of the City Code
52 requirements are satisfied. Any new streetlights placed within the Right-of-Way shall conform to
53 applicable City Standards and become the maintenance responsibility of SU.

54
55 **SECTION 3. CITY TO RETAIN RIGHT OF ACCESS TO SERVE PUBLIC**
56 **UTILITIES BENEATH PLANT STREET AS REQUIRED**

57
58 Maintenance of public utilities running the length of Plant Street will be serviced by the
59 City as needed up to the standard point where City maintenance ends (up to, but not including
60 any sanitary sewer clean-outs or water meters). The City will continue to maintain existing
61 streetlights and electrical lines servicing them, until such a time that the existing lights may be
62 replaced by SU.

63
64 Any stormwater treatment facilities that may be installed by SU, will be their
65 responsibility to maintain.

66
67 **SECTION 4. THE ISSUANCE OF LICENSES-TO-ENCUMBER (LTE)**

68
69 The City shall remain the authorizing body to issue LTE's to allow private utilities to
70 proceed through the Right-of-Way as necessary. However, SU shall be consulted prior to the
71 issuance of any such LTE to ensure that any facilities constructed by the University will not be
72 negatively impacted and that the proposed utility is for their benefit.

73
74 **SECTION 5. CONSTRUCTION OF MULTI-MODAL PATH AND REQUIRED**
75 **NARROWING OF PLANT STREET**

76
77 It is jointly understood that the existing width of Plant Street will be narrowed to
78 accommodate the construction of the multi-modal path. During construction SU will adhere to all
79 applicable traffic control and safety standards. The City will be provided with final designs of the
80 multi-modal path before construction so that the City can design the connections of its own path
81 to that maintained by SU and ensure that the final design does not conflict with the City's rights
82 in connection with the affected roadway. No construction shall begin until the City approves the
83 final designs.

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85 **SECTION 6. ACCESS BY GENERAL PUBLIC TO UNIVERSITY MULTI-**
86 **MODAL PATH**

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As the City desires to establish a multi-modal path running the entirety of the City limits, it is understood that the City will align its path with that constructed by SU to provide a north-south axis throughout the City for use by the students of SU. In return, it is understood that residents of the City of Salisbury and members of the general public will have access to the reasonable and safe usage of the portion of the multi-modal path constructed and maintained by SU.

SECTION 7. MAINTENANCE OF MULTI-MODAL PATH

The multi-modal path built by SU on the City’s Plant Street Right-of-Way will be fully funded and maintained by SU. Any connecting or adjacent portions of the City multi-modal path will be funded and maintained by the City. This includes any impervious or pervious surfacing, streetlights, landscaping or signage on the respective paths.

SECTION 8. ABANDONMENT OR TRANSFER OF THE CITY’S RIGHT-OF-WAY

In the future, the City shall use its best efforts to only abandon or transfer the Plant Street Right-of-Way in such a manner that all improvements constructed by SU will enter into the legal, deeded possession of SU. Should abandonment or transfer in such a manner not be possible, the City shall retain the Right-of-Way and this Memorandum shall remain in effect.

SECTION 8. ENTIRE AGREEMENT

This Agreement represents the parties’ entire agreement with respect to the matters specified herein.

SECTION 9. GOVERNING LAW AND VENUE

It is understood that this Agreement shall be governed by and construed under and in accordance with the laws of the State of Maryland. Venue for any actions arising under this Agreement shall be in Wicomico County.

SECTION 10. SEVERABILITY

Any provision of the Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

THIS AGREEMENT is hereby executed by the duly authorized representatives of the parties as of this ___ day of _____, 2019.

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ATTEST:

Kimberly R. Nichols, City Clerk

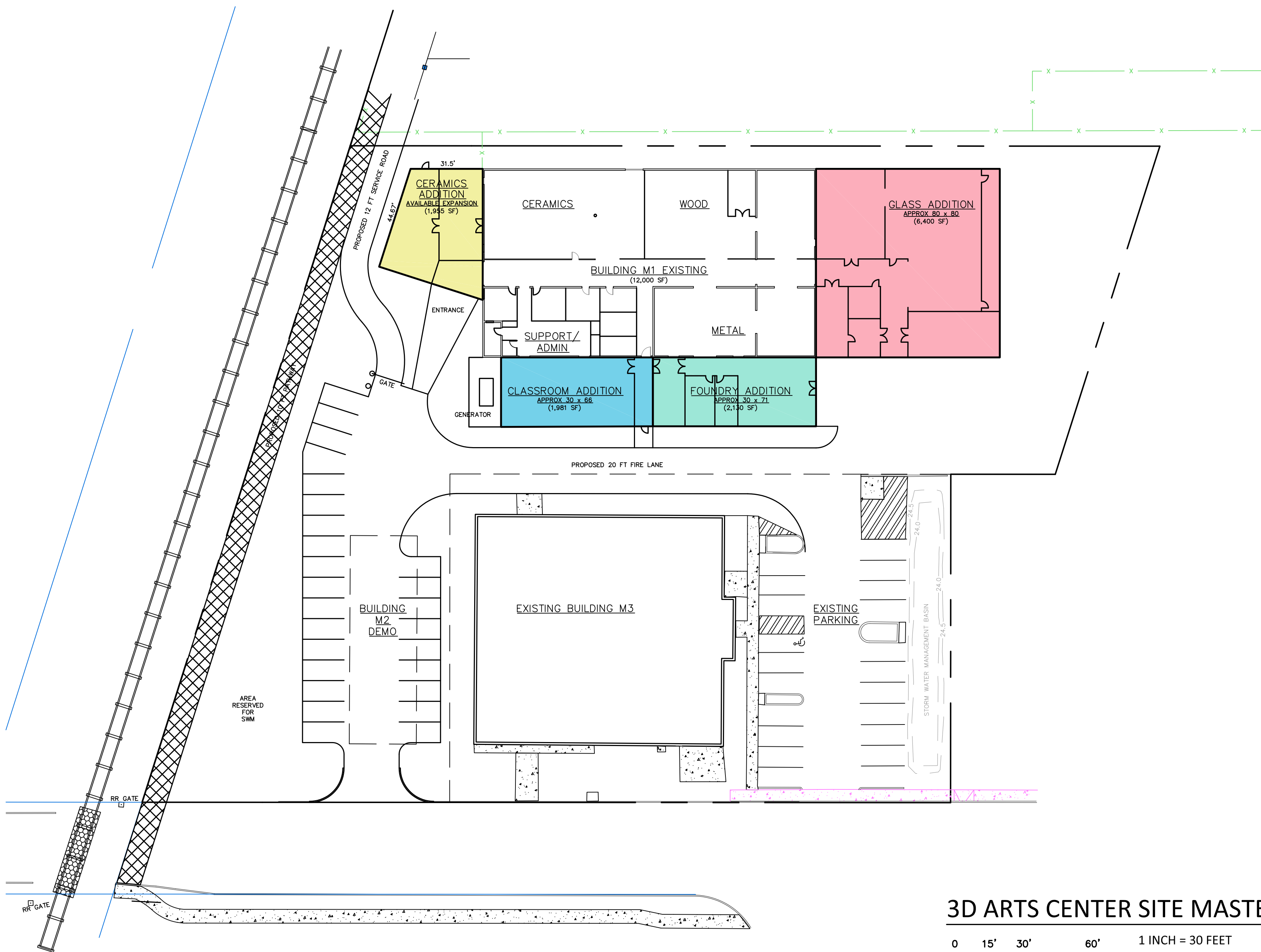
Approved by me, this _____ day of _____, 2019.

Jacob R. Day
Mayor
City of Salisbury

John R. Heath
City Council President
City of Salisbury

Marvin Pyles
Vice President for Administration and Finance
Salisbury University

Appendix A

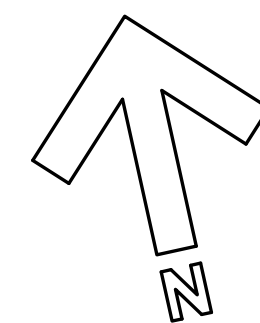


3D ARTS CENTER SITE MASTER PLAN



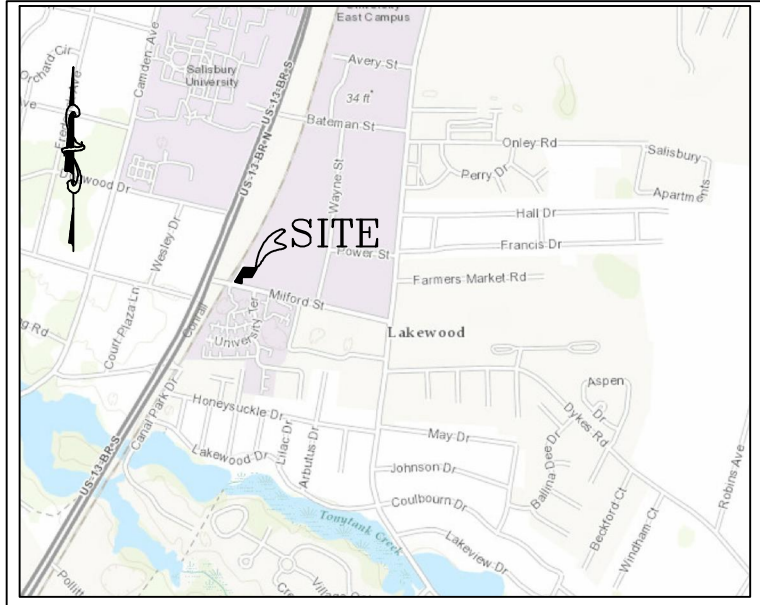
1 INCH = 30 FEET

02.08.18



LEGEND

- X — X — = FENCE
- U — = OVERHEAD UTILITY LINE
- ⊙ = GUY WIRE
- ⊕ = UTILITY POLE
- ⊕ = WOODEN LAMP POLE (WITH OR WITHOUT LAMP)
- ⊕ = SANITARY SEWER MANHOLE
- ⊕ = STORM DRAIN MANHOLE
- ⊕ = WATER METER
- ⊕ = WATER VALVE— MUNICIPAL 8"
- ⊕ = GAS VALVE/METER
- N90°00'00"E 414.24'
(S 101°5'00" W 100.00') = AS SURVEYED
- C—OHL — = OVERHEAD COMMUNICATION LINE
- S — = SANITARY SEWER LINE (FROM PLANS)
- W — = MUNICIPAL WATER LINE (FROM PLANS)
- G — = GAS LINE (FROM FIELD OBSERVATIONS)
- — — = PERIMETER BOUNDARY LINE
- — — = TREE LINE
- — — = CONCRETE
- ⊗ = UTILITY CABLE BOX
- ⊕ = HVAC UNIT
- ☆ = DOWN SPOUTS (DRAIN FROM ROOF)
- = CONCRETE POST FOUND
- = IRON ROD WITH SURVEYORS I.D. CAP FOUND



VICINITY MAP SCALE: 1" = 2000'

PARCEL 3133. LEGAL DESCRIPTION:
Beginning at a point where the north side of Milford Street intersects with the east side of Plant Street, said point is east, 240' plus or minus from Business Route 13, said point is the southwestern corner of the property herein described. Thence from the point of beginning, by and with the east side Plant Street, North 29 degrees, 02 minutes, 00 seconds East 300.00 feet to a concrete post found. Thence leaving Plant Street, South 78 degrees, 02 minutes, 00 seconds East 299.64 feet to the center of a forty inch cherry tree. Thence South 29 degrees, 37 minutes, 00 seconds West 149.94 feet to an iron rod found. Thence North 78 degrees, 02 minutes, 00 seconds West 263.50 feet to an iron rod found with surveyors I.D. cap, passing through an iron rod found at 45.46 feet. Thence South 11 degrees, 59 minutes, 00 seconds West 143.00 feet to the face of the concrete curb on the north side of Milford Street, passing through an iron rod found at the back of curb at 142.36 feet. Thence by and with the face of curb on the north side Milford Street, North 78 degrees, 02 minutes, 00 seconds West 81.60 feet to the point of beginning containing 51,231± square feet, 1.18 acres of land, more or less.

NOTES:

- 1) TAX MAP 0117, GRID 15, PARCEL 3133, SALISBURY, WICOMICO COUNTY, MD
- 2) DEED REFERENCE: 1635/57
PLAT REFERENCE : 594/97
- 3) DISTRICT: 13
- 4) FLOOD INSURANCE RATE MAP FM24045C0253E, DATED AUG. 17, 2015
FLOOD ZONE "X".
- 5) Email dated Feb. 7, 2017 from Henry Eure, Zoning Administrator, Dept. of Building, Permitting & Inspections, City of Salisbury. Email reads as follows: "The property is located in the College & University zoning district. The maximum allowable height is 50'. Setbacks are 30' in the front, 15' in the rear (except for a boarding house/rooming house or a fraternity or sorority house, and then the setback increases to 30'), and 10' on the side".

To: The Guzey Family Limited Partnership
Salisbury University
Chicago Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6, 7, 8, 9, 10a, 11, 13, 14, 17, 19, 20, 21, 22, & 23 of Table A thereof. The field work was completed on MAY 4, 2016

Date of Plat or Map: February 10, 2017
Date: 2/10/2017 (signed) *Don R. Baumgartner*
Don R. Baumgartner
State of Maryland
Property Line Surveyor
Registration No. 601 (expires 4-16-2017)

PARCEL 1635
THE STATE OF MARYLAND, TO THE USE OF
THE UNIVERSITY OF MARYLAND SYSTEM
DEED 1189/186
PLAT 8/11-44 AND 16/426

PARCEL 3133
THE GUZEY FAMILY
LIMITED PARTNERSHIP
DEED 1635/57
PLAT 594/97
REFERENCE TO AN
UNRECORDED SURVEY
DATED SEP. 25, 2000
51,231± S.F.
1.18± ACRES

PARCEL 3135
REPC & HTC LLC
DEED 2532/20
PLAT 13/7

PARCEL 3134
LORD FAMILY LLP
DEED 1727/133
PLAT 594/97

**TITLE REPORT SUPPLIED BY "CHICAGO TITLE INSURANCE COMPANY", FILE No. 8292T
EFFECTIVE DATE JANUARY 6, 2017**

SCHEDULE B - PART II, EXCEPTIONS:
DENOTED ON PLAT: 9

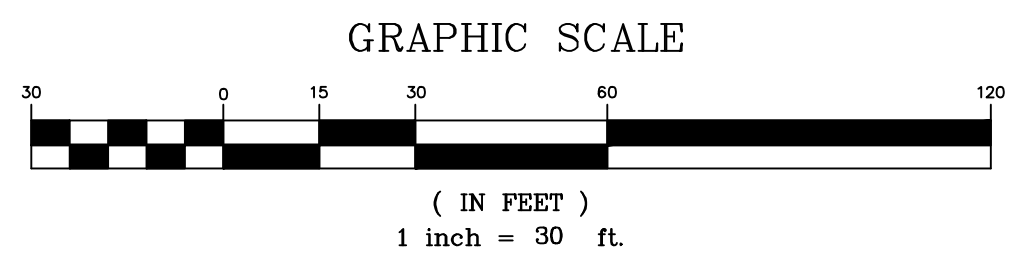
9 Subject to the terms and conditions shown on a plat entitled "Property Survey - Tri-State Engineering and Sales, Inc. and Tri-State Insulation, Inc., et al.," dated August 31, 1965, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B No. 594, Folio 97.

10 Subject to a plat entitled "Proposed County Road - Milford Street," dated October 18, 1961, and recorded among the aforesaid Land Records in Liber No. 501, Folio 67.

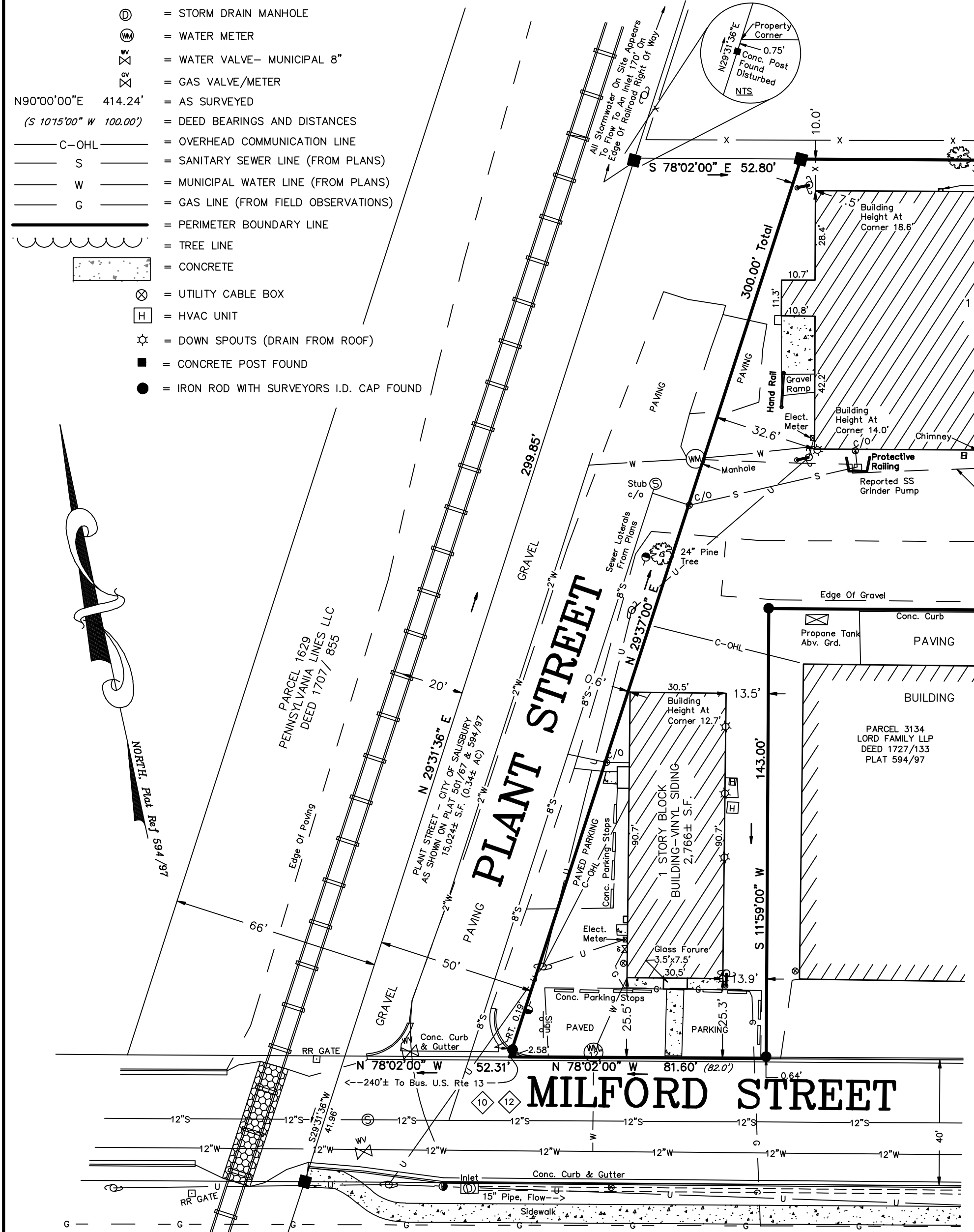
11. Subject to a public utility right-of-way dated September 20, 1965, from tri-State Engineering and Sales, Inc. to the Eastern Shore Public Service Company of Maryland, et al. and recorded among the aforesaid Land Records in Liber J.W.T.S. No. 542, Folio 551.

12 Subject to a deed dated November 30, 1961, from Tri-State Engineering and Sales, Inc., et al. to the County Commissioners of Wicomico County, Maryland, and recorded among the aforesaid Land Records in Liber No. 531, Folio 181 for Milford Street.

13. Subject to the terms and conditions on a plat entitled "Alta-NSPS Land Title Survey for Salisbury University," dated February 10, 2017, by Don R. Baumgartner, Land Surveyor, to be recorded among the Plat Records of Wicomico County, Maryland.



| | | | | | | | | | |
|--|---|-------------------|----------------|------------------------|--|--|--|---------|---------------|
| ALTA/NSPS LAND TITLE SURVEY FOR SALISBURY UNIVERSITY 217 MILFORD STREET, SALISBURY, MD 21801 | | | | | | | | | |
| <p>DR B DON R. BAUMGARTNER Land Surveyor P.O. Box 773 Salisbury, MD 21803 Tel: 410-742-0077 Email: Don270@verizon.net Maryland: Property Line Surveyor No. 601 Delaware: Professional Land Surveyor No. 553</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>JOB NO. 01-001-17</td> <td>DATE 2/10/2017</td> </tr> <tr> <td>FIELD BOOK 40, PAGE 32</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;"> </td> </tr> <tr> <td>BY: DRB</td> <td>SCALE: 1"=50'</td> </tr> </table> | JOB NO. 01-001-17 | DATE 2/10/2017 | FIELD BOOK 40, PAGE 32 | | | | BY: DRB | SCALE: 1"=50' |
| JOB NO. 01-001-17 | DATE 2/10/2017 | | | | | | | | |
| FIELD BOOK 40, PAGE 32 | | | | | | | | | |
| | | | | | | | | | |
| BY: DRB | SCALE: 1"=50' | | | | | | | | |





City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development *AP*
Date: May 22, 2019
Re: Resolution for property line adjustment with 500 Riverside Realty, LLC

The Department of Infrastructure and Development requests consideration for a property line adjustment to enable the construction of sidewalk for the Riverside Traffic Circle. Lands from the City road right of way are proposed to be swapped with the adjacent property. The property is owned by 500 Riverside Realty, LLC and is located at 500 Riverside Drive. The property line adjustment is described in the attached deed and shown on the attached plat labeled Exhibit A. The land areas in the land swap are summarized below:

| Item # | Add to City Right of Way (square feet) | Add to 500 Riverside Realty, LLC (square feet) |
|--------|---|--|
| 1 | 886 | - |
| 2 | - | 172 |
| 3 | 35 | - |
| 4 | - | 899 |
| Total | 921 | 1,071 |

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

1 RESOLUTION NO. _____
2

3 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO ADJUST CITY
4 STREET RIGHT OF WAY BY EXCHANGING CERTAIN SECTIONS OF LAND WITH 500
5 RIVERSIDE REALTY, LLC NEAR THE INTERSECTION OF MILL STREET, RIVERSIDE
6 DRIVE, CAMDEN AVENUE AND WEST CARROLL STREET.
7

8 WHEREAS, the City of Salisbury owns all public streets including those which border
9 the southern and eastern portions of the real property owned by 500 Riverside Realty LLC and
10 has an existing right of way on the property as shown on a plat entitled "Survey of the Lands to
11 be Acquired by Spiro Investments, LLC" dated May 1, 2004, made by Becker Morgan Group
12 recorded in the Land Records of Wicomico County, Maryland in Plat Cabinet No. 14, Folio 620;
13 and
14

15 WHEREAS, the City of Salisbury was deeded rights to Mill Street by the State Roads
16 Commission of Maryland Board of Public Works of Maryland by Deed dated October 20, 1965
17 and recorded among the Land Records of Wicomico County, Maryland in Liber 620, Folio 155;
18 and
19

20 WHEREAS, 500 Riverside Realty, LLC acquired its property, Map 0111, Parcel 1500 by
21 deed dated January 31, 2017 from Devreco, LLC and is the fee simple owner of the property as
22 shown by the deed recorded in the Land Records of Wicomico County, Maryland in Liber 4119,
23 Folio 419 which property abuts the public streets of the City of Salisbury, Maryland namely
24 Riverside Drive and Mill Street; and
25

26 WHEREAS, the City of Salisbury does not object to adjusting the property lines between
27 the two parcels, which involves exchanging very small parcels of land between the affected
28 properties; and
29

30 WHEREAS, an adjustment of property lines would allow both property owners to
31 continue to use their respective properties without negative effects to both property owners; and
32

33 WHEREAS, the City of Salisbury requested the lot line adjustment and shall be
34 responsible for all costs associated with preparing the necessary paperwork and all charges
35 connected to the property line adjustment filing and recording; and
36

37 WHEREAS, all drafted paperwork shall be approved by the City Solicitor before being
38 signed by the Mayor.
39

40 NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury,
41 Maryland does hereby agree to adjust the street right of way line at 500 Riverside Realty, LLC,
42 Salisbury, Maryland 21801 by exchanging small sections of land with the adjacent property
43 owner of 500 Riverside Realty, LLC, Salisbury, Maryland 21801 as shown on the attached Plat
44 entitled "Lands to be Acquired by the City of Salisbury for a Proposed Traffic Circle" dated
45 05/14/2019.
46

47 AND BE IT FURTHER RESOLVED that all paperwork prepared by the City of
48 Salisbury to effectuate the property line adjustments between the two respective property owners
49 shall be approved by the City Solicitor before being signed by the Mayor or his designated
50 representative who shall hereby be authorized to further negotiate, execute and deliver all
51 documents on behalf of the City of Salisbury in connection with the property line adjustment and
52 to take any action which is necessary to consummate the transactions described herein.

53
54 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
55 of the Council of the City of Salisbury held on this ____ day of _____, 2019 and is to
56 become effective immediately upon adoption.

57 ATTEST:

58
59
60
61 _____
62 Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

63
64 APPROVED by me this _____ day of _____, 2019

65
66
67
68 _____
69 Jacob R. Day, Mayor
70

THIS DEED ADJUSTING LOT/RIGHT OF WAY LINES and DEED OF TEMPORARY CONSTRUCTION EASEMENT ("this Deed"), dated _____, 2019, is made by and between City of Salisbury, Maryland, a body politic and corporate and a political subdivision of the State of Maryland and 500 Riverside Realty, LLC, a Maryland limited liability company in good standing.

EXPLANATORY STATEMENT

A. City of Salisbury, Maryland is in the process of constructing a traffic circle in the area of the intersection of Mill Street, Riverside Drive, Camden Avenue and W. Carroll Street. 500 Riverside Realty, LLC owns a parcel of real property along the southern portion of the Wicomico River, which property extends to the northern portions of Riverside Drive and Mill Street. City of Salisbury, Maryland owns and/or is in control of the public streets bordering said property and has an existing right of way along the public streets onto the property, which needs to be reconfigured.

B. 500 Riverside Realty, LLC acquired its property, Map 0111, Parcel 1500 by deed dated January 31, 2017 from Devreco, LLC and is the fee simple owner of the property as shown by the deed recorded in the Land Records of Wicomico County, Maryland in Liber 4119, Folio 419 which property abuts the public streets of the City of Salisbury, Maryland, namely Riverside Drive and Mill Street.

C. City of Salisbury, Maryland, a body politic and corporate and a political subdivision of the State of Maryland has charge and control over all public streets pursuant to Article XI- Public Ways and Sidewalks of its Charter, including those which border the southern and eastern portions of the real property owned by 500 Riverside Realty, LLC and has an existing right of way on the property as shown on a plat entitled "Survey of the Lands to be Acquired by Spiro Investments, LLC" dated May 1, 2004, made by Becker Morgan Group and recorded among the Land Records of Wicomico County, Maryland in Plat Cabinet No. 14, Folio 620.

D. City of Salisbury, Maryland was deeded rights to Mill Street by the State Roads Commission of Maryland Board of Public Works of Maryland by Deed dated October 20, 1965 and recorded among the Land Records of Wicomico County, Maryland in Liber 620, Folio 155 and as shown on the referenced plat number 32693 entitled *State Roads Commission of Maryland Extension of Mill Street from North of West Main Street to Riverside Drive* dated September 27, 1965.

E. The attached Exhibit "A" (the "Plat") entitled *Lands to be Acquired by the City of Salisbury for a Proposed Traffic Circle dated May 14, 2019*, is incorporated herein by reference and shows the lot/right of way lines that will be altered and/or exchanged between the parties.

F. Pursuant to the aforementioned Plat, the lot/right of way lines of Parcel 1500 belonging to 500 Riverside Realty, LLC are adjusted as shown on the Plat and the City of Salisbury, Maryland's right of way along the Riverside Drive and Mill Street property border is adjusted pursuant to the Plat as well.

G. The attached Plat also contains marked areas whereby 500 Riverside Realty, LLC grants to the City of Salisbury, Maryland a temporary construction easement which will be extinguished upon the completion of the construction of the traffic circle project, which is to occur and which temporary easement area is not further described below, but is shown on the attached Plat and whereby the City of Salisbury, Maryland is granted the authority to enter upon and construct, erect, extend, operate, replace, relocate, and repair the proposed walkways, sidewalks and traffic circle on the real property referenced above and as further shown on the plat.

NO TITLE SEARCH REQUESTED OR PERFORMED

NOW, THEREFORE, WITNESSETH, that in consideration of the foregoing Explanatory Statement and other good and valuable consideration, there being no actual monetary consideration (\$0.00) paid or to be paid in connection with this Deed, the parties hereto hereby agree to amend the lot/right of way lines of their respective land holdings as outlined below as follows:

ITEMS TO BE ADDED TO THE CITY OF SALISBURY, MARYLAND RIGHT OF WAY PURSUANT TO THE PLAT

ITEM ONE (To Become Part of City of Salisbury Riverside Drive Right of Way)

Beginning at a point being North 66°49'44" West a distance of 12.24 feet from the intersection of the westerly right of way line of Mill Street and the westerly right of way line of Riverside Drive. Thence (1) by and with the westerly right of way line of the said Mill Street South 66°49'44" East a distance of 12.24 feet to a point at the beginning of a curve on the westerly right of way line of Riverside Drive. Thence (2) with said right of way line and curve to the right, having a radius of 400.00 feet and a length of 100.59 feet, a chord bearing of South 42°47'50" West a chord distance of 100.32 feet to a point. Thence (3) South 49°56'59" West a distance of 63.69 feet to a point. Thence (4) leaving the existing westerly right of way line of Riverside Drive North 39°53'28" West a distance of 4.41 feet to a point. Thence (5) North 50°06'32" East a distance of 88.62 feet to a point at the beginning of a curve. Thence (6) by and with said curve to the left, having a radius of 45.00 feet and a length of 11.35 feet, a chords bearing of North 42°52'57" East a chord distance of 11.32 feet to a point. Thence (7) North 35°27'35" East a distance of 23.52 feet to a point. Thence (8) North 30°37'37" East a distance of 10.00 feet to a point. Thence (9) South 62°07'30" East a distance of 5.00 feet to a point at the beginning of a curve. Thence (10) by and with said curve to the left, having a radius of 109.71 feet and a length of 27.30 feet, a chord bearing of North 20°42'40" East a chord distance of 27.30 feet to the point of beginning. Herein described ITEM ONE containing 886 square feet, more or less.

ITEM THREE (To Become Part of City of Salisbury Mill Street Right of Way)

Beginning at a point on the westerly right of way line of Mill Street at the northerly corner of the below mentioned and described ITEM TWO. Thence (1) with a curve to the right, having a radius of 91.42 feet and a length of 33.92 feet, a chord bearing of North 35°15'25" East a chord distance of 33.72 feet to a point. Thence (2) by and with the said line of Mill Street South 35°15'25" West a distance of 33.72 feet to the point of beginning. Herein described ITEM THREE containing 35 square feet, more or less.

ITEMS TO BE ADDED TO THE PROPERTY OF 500 RIVERSIDE REALTY, LLC PURSUANT TO THE PLAT

ITEM TWO (To Become Part of 500 Riverside Realty, LLC Property in Fee Simple)

Beginning at a point being North 66°49'44" West a distance of 12.24 feet from the intersection of the westerly right of way line of Mill Street and the westerly right of way line of Riverside Drive. Said point being the northwesterly corner of ITEM ONE as described above. Thence (1) by and with the westerly right of way line of the said Mill Street North 67°10'37" West a distance of 11.71 feet to a point. Thence (2) North 35°12'37" East a distance of 34.42 feet to a point at the beginning of a non-tangent curve. Thence (3) by and with said curve to the left, having a radius of 92.50 feet and a length of 25.32 feet, a chord bearing of South 16°54'43" West a chord distance of 25.24 feet to a point of reverse curve. Thence (4) with said curve to the left, having a radius of 110.00 feet and a length of 8.69 feet, a chord bearing of South 11°19'58" West a chord distance of 8.69 feet to the point of beginning. Herein described ITEM TWO containing 172 square feet, more or less.

ITEM FOUR (To Become Part of 500 Riverside Realty, LLC Property in Fee Simple)

Beginning at a point being on the westerly right of way line of Mill Street. Thence (1) by and with the said line of Mill Street North 32°45'19" East a distance of 76.91 feet to a point at the northeasterly corner of the land of 500 Riverside Realty, LLC. Thence (2) by and with an extension of the said 500 Riverside Realty, LLC, line North 36°02'52" East a distance of 6.25 feet to a point at the beginning of a non-tangent curve. Thence (3) by and with said curve to the right, having a radius of 102.56 feet and a length of 60.90 feet, a chord bearing of South 26°14'03" West a chord distance of 60.01 feet to a point. Thence (4) South 38°29'42" West a distance of 11.88 feet to a point. Thence (5) North 72°54'17" West a distance of 11.90 feet to the point of beginning. Herein described ITEM FOUR containing 899 square feet, more or less.

BEING portions of the same properties described or referenced in the Explanatory Statement as recorded among the Land Records of Wicomico County, Maryland.

SUBJECT TO ALL covenants, conditions, restrictions, easements, and encumbrances of record.

TOGETHER WITH all improvements thereupon, and the rights, alleys, ways, waters, easements, privileges, appurtenances, and advantages belonging or appertaining thereto.

TO HAVE AND TO HOLD the properties and rights of way hereby conveyed by and between City of Salisbury, Maryland, a body politic and corporate and a political subdivision of the State of Maryland and 500 Riverside Realty, LLC, their successors and assigns, in fee simple, forever.

AND the said City of Salisbury, Maryland, a body politic and corporate and a political subdivision of the State of Maryland and 500 Riverside Realty, LLC do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted, and that they will execute such other and further assurances of the same as may be necessary and requisite.

WITNESS the hands and seals of the parties.

WITNESS:

CITY OF SALISBURY, MARYLAND

By: Jacob R. Day, Mayor

500 RIVERSIDE REALTY, LLC

By:
Managing Member

STATE OF MARYLAND, (COUNTY) COUNTY, TO WIT:

I HEREBY CERTIFY that on this ___ day of _____, 2019 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jacob R. Day, Mayor, and he acknowledged the foregoing Deed to be his act and deed in his official capacity for the City of Salisbury, MD.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

STATE OF MARYLAND, (COUNTY) COUNTY, TO WIT:

I HEREBY CERTIFY that on this __ day of _____, 2019 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, and he acknowledged the foregoing Deed to be his act on behalf of 500 Riverside Realty, LLC in his capacity as a Managing Member on behalf of the company.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

CERTIFICATION

“The undersigned hereby certify under penalties of perjury that, as defined by Section 10-912 of the Tax-Property Article of the Annotated Code of Maryland, the total payment actually paid to the undersigned, including the fair market value of any property transferred to the undersigned as part of this transfer, was \$0.00.”

500 Riverside Realty, LLC

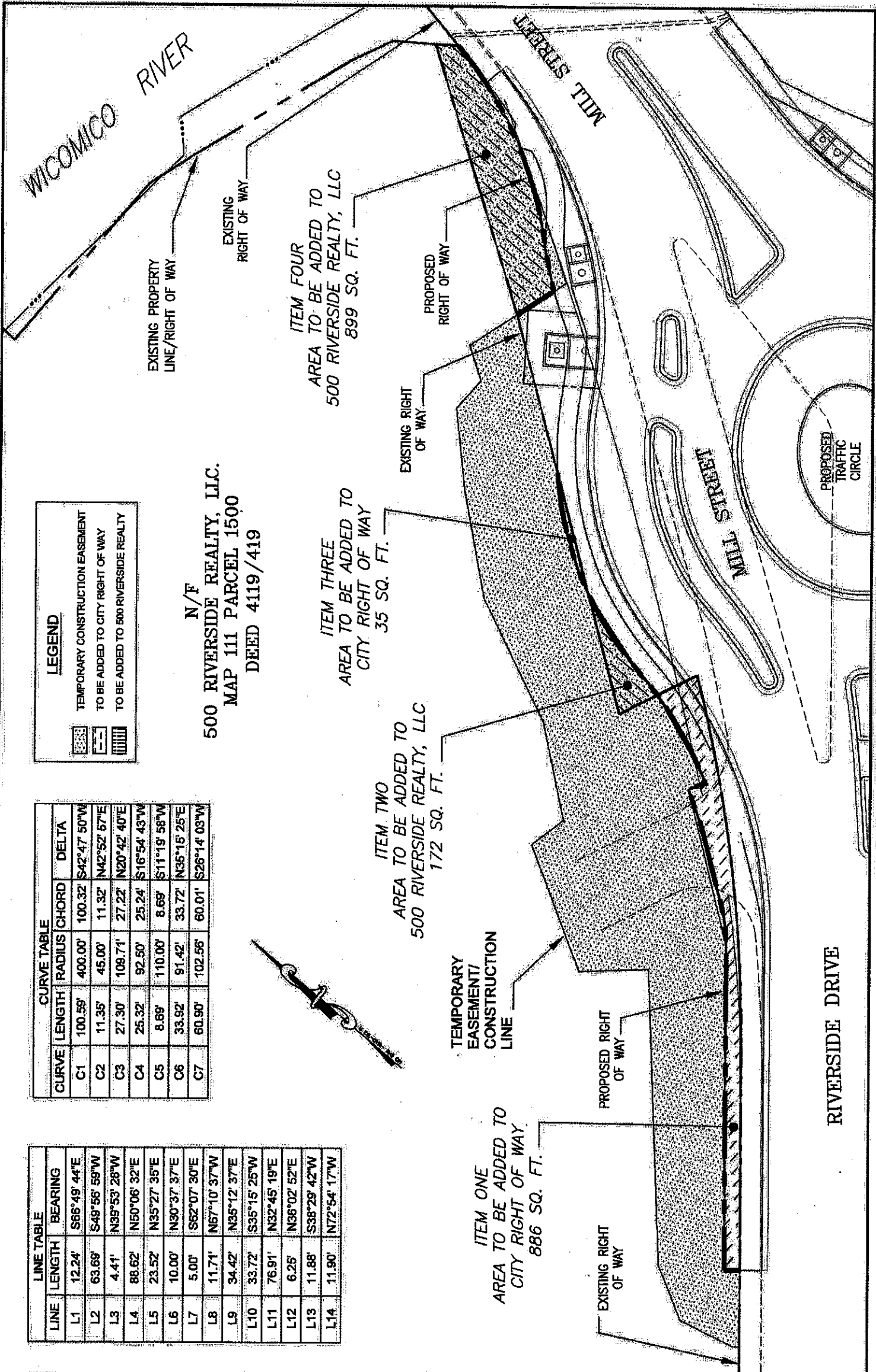
City of Salisbury, Maryland

By:
Managing Member

By: Jacob R. Day, Mayor

I HEREBY CERTIFY that the foregoing Deed was prepared by or under the supervision of an attorney licensed to practice law in the State of Maryland.

S. Mark Tilghman, Esquire
City Solicitor for City of Salisbury



LEGEND

TEMPORARY CONSTRUCTION EASEMENT TO BE ADDED TO CITY RIGHT OF WAY

TO BE ADDED TO 500 RIVERSIDE REALTY

N/F
 500 RIVERSIDE REALTY, LLC.
 MAP 111 PARCEL 1500
 DEED 4119/419

| CURVE TABLE | | | | |
|-------------|---------|---------|---------|-------------|
| CURVE | LENGTH | RADIUS | CHORD | DELTA |
| C1 | 100.58' | 400.00' | 100.32' | S42°47'50"W |
| C2 | 11.35' | 45.00' | 11.32' | N42°52'57"E |
| C3 | 27.30' | 108.71' | 27.22' | N20°42'40"E |
| C4 | 25.32' | 92.50' | 25.24' | S16°54'43"W |
| C5 | 8.69' | 110.00' | 8.69' | S11°19'58"W |
| C6 | 33.92' | 91.42' | 33.72' | N35°15'25"E |
| C7 | 60.90' | 102.56' | 60.01' | S26°14'03"W |

| LINE TABLE | |
|------------|-------------|
| LINE | BEARING |
| L1 | S66°49'44"E |
| L2 | S49°56'59"W |
| L3 | N39°53'28"W |
| L4 | N50°06'32"E |
| L5 | N35°27'35"E |
| L6 | N30°37'37"E |
| L7 | S62°07'30"E |
| L8 | N67°10'37"W |
| L9 | N35°12'37"E |
| L10 | S35°15'25"W |
| L11 | N32°45'19"E |
| L12 | N36°02'52"E |
| L13 | S38°29'42"W |
| L14 | N72°54'17"W |

CITY OF SALISBURY
 DEPARTMENT OF
 INFRASTRUCTURE
 & DEVELOPMENT

EXHIBIT "A"
 LANDS TO BE ACQUIRED
 BY THE CITY OF SALISBURY
 FOR A PROPOSED TRAFFIC CIRCLE

DWG. NO. DCA19010
 DATE: 05/14/2019
 SCALE: 1" = 30'
 REVISED:
 SHEET 1 OF 1



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: May 21, 2019
Re: Ordinance to construct bicycle facilities on selected City Streets

Salisbury Department of Infrastructure and Development is in the process of implementing the Salisbury Bicycle Network Plan which was adopted by Council via Resolution No. 2712 on December 13, 2016. Each year, an ordinance is requested to support the construction of a series of Bicycle facilities across the City to create a bike network as envisioned in the plan.

The attached ordinance includes bicycle facilities on Carroll Avenue, West Market Street, North Park Drive, South Park Drive, South Boulevard, Northwood Drive, Middle Neck Drive and West College Avenue. Each of these facilities would consist of dedicated facilities wherever possible, with shared lanes being placed when street width was not sufficient for some form of dedicated facility type.

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

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND CREATING BICYCLE FACILITIES ON SOUTH BOULEVARD, CARROLL AVENUE, WEST MARKET STREET, NORTH PARK DRIVE, SOUTH PARK DRIVE, NORTHWOOD DRIVE, MIDDLE NECK DRIVE AND COLLEGE AVENUE IN ACCORDANCE WITH THE MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MDMUTCD), CHAPTER 9, AND AS DESIGNATED BY THE 2017 SALISBURY BICYCLE NETWORK PLAN.

WHEREAS, the City of Salisbury desires to encourage the use of bicycles throughout the City; and

WHEREAS, the Salisbury Charter (SC11-2) gives the City charge of all public ways in the City; and

WHEREAS, the City Council adopted the Salisbury Bicycle Network Plan via Resolution No. 2712 on December 13, 2016; and

WHEREAS, the Department of Infrastructure and Development is in the process of implementing the Salisbury Bicycle Network Plan by making the improvements to the streets listed herein; and

WHEREAS, proposed bicycle routes will consist of bicycle facilities in both directions along South Boulevard from Riverside Drive to Eastern Shore Drive, Carroll Avenue from Riverside Drive to Snow Hill Road, West Market Street from Circle Avenue to West Main Street, North Park Drive from East Main Street to Beaglin Park Drive, South Park Drive from Snow Hill Road to Beaglin Park Drive, Northwood Drive from Naylor Mill Road to Route 13, Middle Neck Drive from Hammond Street to the easterly City Limit, and College Avenue from Route 13 to Riverside Drive; and

WHEREAS, portions of Carroll Avenue and South Boulevard already have existing bike facilities as approved in Ordinance 2215; and

WHEREAS, in order to define the dedicated bicycle lanes, appropriate lane striping and lane marking must be provided on the pavement; and

WHEREAS, in order to provide a bicycle route, portions of the roads must be marked as shared between motorized vehicular traffic and bicycle traffic; and

WHEREAS, in order to define the portions of the roadway that are to be available for usage by bicycles, appropriate shared markings will be installed on the pavement; and

WHEREAS, in order to clearly define the route, appropriate signage will be installed; and

WHEREAS, the curb-to-curb street width on the affected street shall be unchanged by the proposed bicycle route; and

45 WHEREAS, the Department of Infrastructure and Development desires to construct the facilities
46 listed above in a timely and efficient manner to the benefit of the residents and visitors of the City of
47 Salisbury.
48

49 NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SALISBURY, MARYLAND that
50 bicycle facilities be created on South Boulevard, Carroll Avenue, West Market Street, North Park Drive,
51 South Park Drive, Northwood Drive, Middle Neck Drive and College Avenue as described herein.
52

53 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF SALISBURY,
54 MARYLAND that this Ordinance shall take effect upon its final passage.
55

56 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
57 Salisbury, MD held on the _____ day of _____, 2019, and thereafter, a statement of the
58 substance of the Ordinance having been published as required by law, was finally passed by the Council
59 on the _____ day of _____, 2019.
60

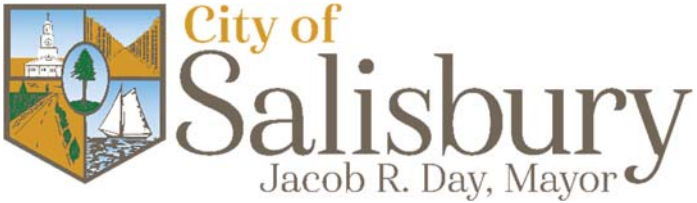
61 ATTEST:

62
63 _____
64 Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

65
66 Approved by me, this _____ day of _____, 2019.
67

68 _____
69 Jacob R. Day, Mayor



MEMORANDUM

To: Julia Glanz, City Administrator

From: Andy Kitzrow, Deputy City Administrator

Subject: Donation of three trolley style vehicles

Date: May 29, 2019

Tri-County Council, Shore Transit Division is donating three trolley style vehicles (Downtown Trolleys) to the City of Salisbury.

- The City of Salisbury will utilize these trolleys for summer camp field trips at the Salisbury Zoo. This will significantly reduce field trip expenses by eliminating the need to hire a third party bus contractor.
- These will be utilized to during special events like the National Folk Festival to increase transportation services.
- The City of Salisbury will take over the operations and scheduling of the “Downtown Trolley” bus routes during the school year.

1 RESOLUTION NO. _____
2

3 AN RESOLUTION OF THE CITY OF SALISBURY ACCEPTING A DONATION OF
4 THREE TROLLEY STYLE VEHICLES AND SPARE PARTS FROM TRI-COUNTY
5 COUNCIL, SHORE TRANSIT DIVISION.
6

7 WHEREAS, the Council of the City of Salisbury supports the acceptance of donations to
8 improve public services;
9

10 WHEREAS, the Tri-County Council, Shore Transit Division as obtained permission from
11 the Maryland Transit Administration to remove three trolley style vehicles from revenue services
12 and donate them and spare parts to the City of Salisbury as outline in "Exhibit A";
13

14 WHEREAS, the Salisbury Zoo's request is to utilize these trolleys as transportation
15 vehicles for their Adventure Camp held during the summer months;
16

17 WHEREAS, the City of Salisbury plans to take over the operations and scheduling of the
18 Downtown Trolley routes starting in the Fall 2019;
19

20 WHEREAS, the Business Development Department's request is to utilize these trolleys
21 for additional transportation needs during special events in order to increase services and reduce
22 expenses.
23

24 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
25 SALISBURY, MARYLAND does hereby accept the donation of three trolley style vehicles.
26

27 THIS ABOVE RESOLUTION was introduced and read and passed at the regular
28 meeting of the Council of the City of Salisbury held on this ____ day of _____, 2019 and is
29 to become effective immediately upon adoption.
30

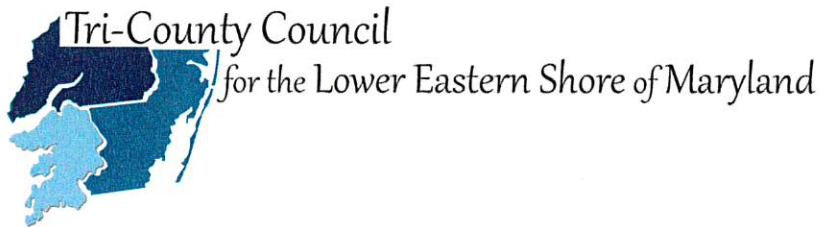
31 **ATTEST:**
32

33 _____
34 Kimberly R. Nichols, City Clerk
35

John R. Heath, President
Salisbury City Council
36

37
38 APPROVED BY ME THIS ____ day of _____, 2019.
39

40 _____
41 Jacob R. Day, Mayor



SHORE TRANSIT DIVISION
31901 TRI-COUNTY WAY
SUITE 133
SALISBURY, MARYLAND 21804
PHONE: 443-260-2300
FAX: 410-677-4895
WWW.SHORETRANSIT.ORG

May 16, 2019

Mayor Jake Day
City of Salisbury
125 North Division Street
Salisbury, Maryland 21801

Re: Vehicle Donation

Dear Mayor Day,

The Tri-County Council, Shore Transit Division has obtained permission from the Maryland Transit Administration to remove three trolley style vehicles from revenue service.

These vehicles are operational and will be available to you after the last 103 route on May 17, 2019.

2005 Cable Car Concepts Trolley # 270 VIN # 4UZAACBW45CU68917 (in service date 5/1/2006) with 119,033 miles, (speedometer change) 162,083 life miles.

2005 Cable Car Concepts Trolley # 273 VIN # 4UZAACBW35CU68911 (in service date 5/1/2006) with 13,873 miles, (speedometer change) 162,162 life miles.

The third vehicle is not operational (runs but has a door problem) and has been used to supply parts to the operating vehicles listed above.

2005 Cable Car Concepts Trolley # 271 VIN # 4UZAACBW75CU68913 (in service date 5/1/2006) with 117,690 life miles.

These vehicles are being donated to the City of Salisbury in accordance with the TCC Disposal Policy, for no payment, and in "AS IS" condition. Signed titles and speedometer certificates are attached.

Respectfully,

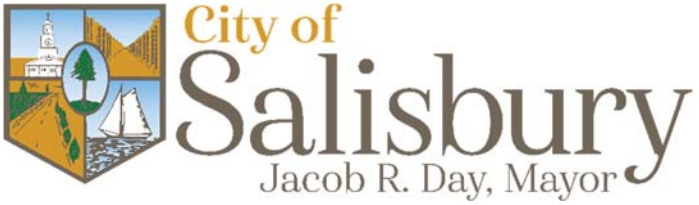
A handwritten signature in blue ink that reads "Bradley A. Bellacicco".

Bradley A. Bellacicco
Shore Transit Director



Serving Somerset, Wicomico and Worcester Counties





MEMORANDUM

To: Julia Glanz, City Administrator
From: Andy Kitzrow, Deputy City Administrator
Subject: Donation of Fishing Poles
Date: May 29, 2019

Timothy Spies has donated ten fishing poles to the City of Salisbury to be utilized at the Adventure Camp at the Salisbury Zoo and other youth programs.

1 RESOLUTION NO. _____
2

3 AN RESOLUTION OF THE CITY OF SALISBURY ACCEPTING A DONATION OF
4 TEN FISHING POLES FROM TIMOTHY SPIES FOR USE AT THE ADVENTURE CAMP
5 AT THE SALISBURY ZOO AND OTHER YOUTH PROGRAMS.
6

7 WHEREAS, the Council of the City of Salisbury supports the acceptance of donations to
8 improve youth programming;
9

10 WHEREAS, Timothy Spies wishes to donate ten fishing poles to the City of Salisbury to
11 be utilized during ongoing enrichment activities at the Salisbury Zoo Adventure Camp and other
12 youth programs.
13

14 WHEREAS, the Salisbury Zoo's request is to utilize these fishing poles during
15 enrichment activities and field trips during summer camp and other youth programs;
16

17 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
18 SALISBURY, MARYLAND does hereby accept the donation of ten fishing poles valued at
19 approximately \$100.00 on behalf of the Salisbury Zoo.
20

21 THIS ABOVE RESOLUTION was introduced and read and passed at the regular
22 meeting of the Council of the City of Salisbury held on this ____ day of _____, 2019 and is
23 to become effective immediately upon adoption.
24

25 **ATTEST:**
26

27 _____
28 Kimberly R. Nichols, City Clerk
29

John R. Heath, President
Salisbury City Council
30

31
32 APPROVED BY ME THIS ____ day of _____, 2019.
33

34 _____
35 Jacob R. Day, Mayor

To: Julia Glanz, City Administrator

From: Andy Kitzrow, Deputy City Administrator

Subject: Accepting Small Donations Amounts

Date: May 29, 2019

The City of Salisbury continues to receive annual donations from community agencies, business organizations, and individuals who want to give back. Typically, these donations are valued at \$5000 or less, often being under \$1,000. In an effort to be more efficient, we would like to propose changes to legislative process of accepting “small” donations.

Monetary Donations under \$5,000

- Included in annual Budget as Schedule D (similar to Schedule C – Grants)
- Recognize the all the small donors twice a year at City Council Meeting.

Donation of Items valued at less than \$5,000

- Recognize the donors twice a year at City Council Meeting
- Pass a (Consent) Resolutions which includes several small donations.