

**RESOLUTION NO. 1783**

A RESOLUTION OF CITY COUNCIL OF THE CITY OF SALISBURY  
TO AUTHORIZE THE MAYOR TO SIGN A LICENSE AGREEMENT WITH MR.  
FRANK HANNA SR. TO DESIGNATE PARKING SPACES IN CITY LOT # 35  
FOR PATRONS OF BREW RIVER RESTAURANT.

WHEREAS, the City of Salisbury is installing a "pay by space" system in City Parking Lot # 35 and will begin collection of parking meter rates for this public lot, as set forth in Ordinance 2058; and

WHEREAS, the Brew River Restaurant is located in the adjacent property to Lot # 35 and has requested three spaces to be designated for patrons of Brew River Restaurant only; and

WHEREAS, the owner of Brew River Restaurant has formally agreed to provide signage and to pay the rates for these spaces when occupied by Brew River Patrons through a license agreement with the City of Salisbury;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland to authorize the mayor to sign a license agreement with Mr. Frank Hanna Sr. to designate parking spaces in City Lot # 35 for patrons of Brew River Restaurant."

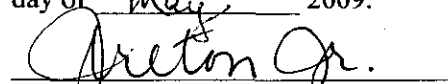
THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 11<sup>th</sup> day of May, 2009 and is to become effective immediately upon adoption.

ATTEST:

  
Brenda J. Colegrove  
CITY CLERK

  
Louise Smith  
CITY COUNCIL PRESIDENT

APPROVED by me this 14<sup>th</sup>  
day of May, 2009.

  
James Ireton, Jr.  
MAYOR, City of Salisbury

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 26<sup>th</sup> day of May, 2009, between the CITY OF SALISBURY, a municipal corporation of the State of Maryland, (herein called Licensor), and FRANK B. HANNA, SR. of Salisbury, Wicomico County, Maryland, (herein called Licensee).

IN CONSIDERATION OF MUTUAL PROMISES herein contained, the parties agree as follows:

### Section 1. Grant of License to Premises:

Licensor hereby grants to Licensee a license to occupy and use for parking, subject to all of the terms and conditions hereof, the following described premises: ALL those lots or portions of parking spaces designated as PS 3, PS 2 and PS 1, and the portions of two (2) parking spaces located Easterly of the Easterly line of PS 1, as more fully shown and designated on AExhibit A@ attached hereto.

### Section 2. Limitation to Described Purpose:

The premises may be occupied and used by the Licensee, solely for parking, until this agreement is terminated.

### Section 3. Parking Rate Payments:

Licensee shall pay Licensor for this license by inserting appropriate payment in the meter when the parking spaces are occupied. Licensee understands that Licensor may change the parking rates at any time, and Licensee shall pay any increase in parking rates.

Section 4. Signage:

Licensee may place a sign, approved by Licensor, on Parking Spaces Nos. 3, 2 and 1, indicating that these parking spaces are to be used only by patrons of the Brew River Restaurant and Bar.

Section 5. Termination:

Either Licensor or Licensee may terminate this agreement at any time, upon fourteen (14) days written notice to the other party. Licensee shall pay all sums due to the date of termination.

Section 6. Delivery of Notice:

Written notice shall be delivered to the following addresses:

**Licensor:**

City Administrator  
City of Salisbury  
125 North Division Street  
Salisbury, Maryland 21801

**Licensee:**

Frank B. Hanna, Sr.  
c/o Hanna Systems  
P. O. Box 2638  
Salisbury, Maryland 21802

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

TEST/ATTEST:

CITY OF SALISBURY, Licensor

Sherrill McBride

By James M. Greton Jr. (SEAL)  
Mayor

Larry L King

Frank B. Hanna Sr. (SEAL)  
Frank B. Hanna, Sr., Licensee

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 26<sup>th</sup> day of May, 2009, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared James M. Greton, Jr., as Mayor for the CITY OF SALISBURY, and acknowledged the foregoing License Agreement to be its respective act and deed.

AS WITNESS my hand and Notarial Seal.

Susan S. Wood  
Notary Public

My Commission Expires: March 1, 2010



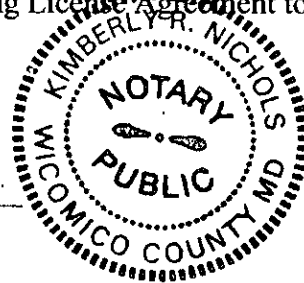
STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 29<sup>th</sup> day of April, 2009, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared FRANK B. HANNA, SR., and acknowledged the foregoing License Agreement to be his respective act and deed.

AS WITNESS my hand and Notarial Seal.

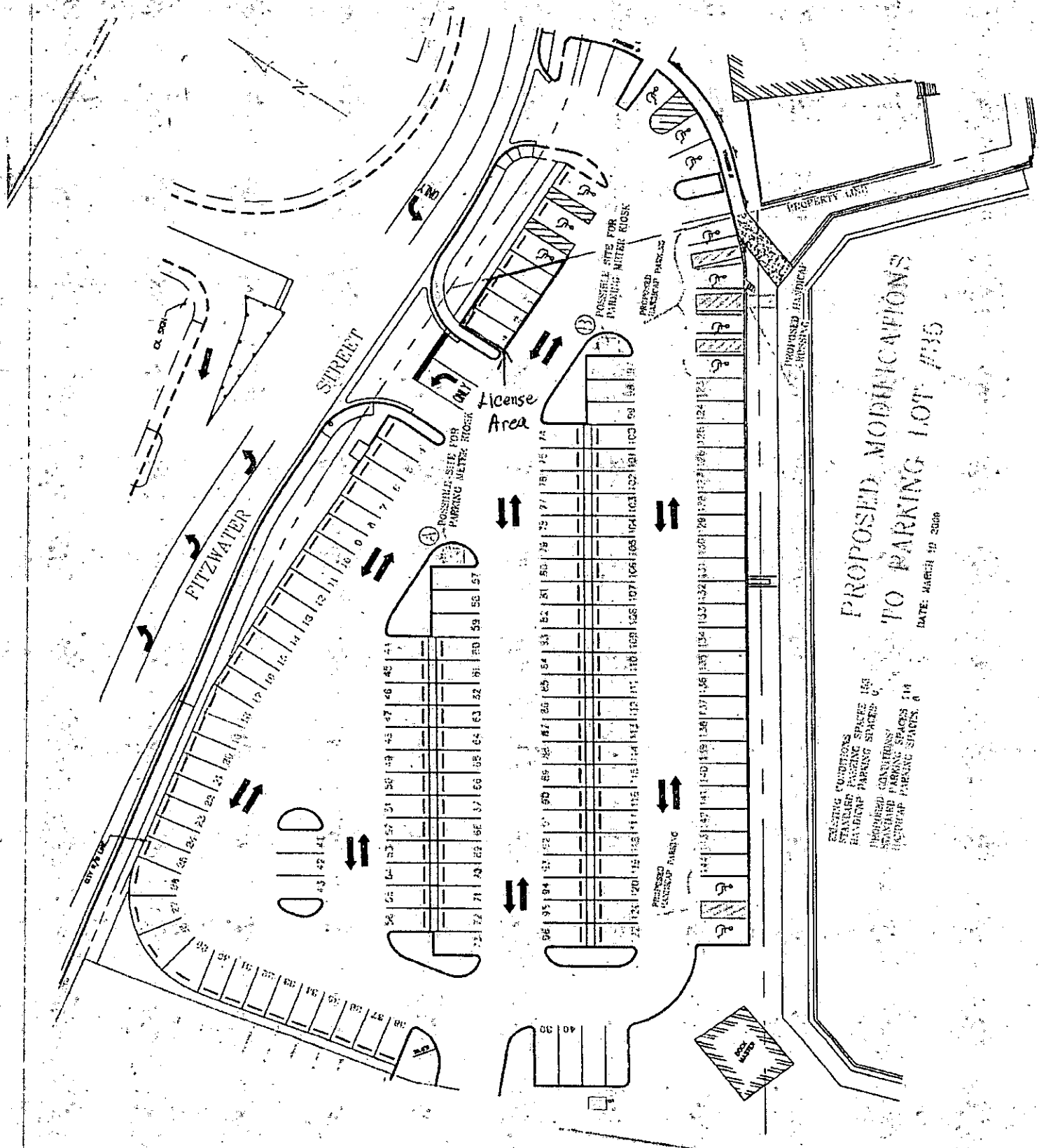
Kimberly R. Nichols  
Notary Public

My Commission Expires: 10-18-09



I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

Paul D. Wilber  
Paul D. Wilber, Esquire



PROPOSED MODIFICATIONS  
 TO PARKING LOT #33  
 DATE: MARCH 19 2008

EXISTING CONDITIONS  
 STANDARD PARKING SPACES 143  
 HANDICAP PARKING SPACES 6  
 PROPOSED CONDITIONS  
 STANDARD PARKING SPACES 144  
 HANDICAP PARKING SPACES 6

# Memo

**To:** John Pick  
**From:** Karen Reddersen  
**Date:** May 5, 2009  
**Re:** Request for Designated Spaces in Lot # 35

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The City of Salisbury Internal Services Department, Parking Division, received a request from Mr. Frank Hanna Sr. to designate three parking spaces per the attached license agreement for patrons of Brew River Restaurant. The Parking Division requests approval from the City Council to authorize the Mayor to sign a license agreement with Mr. Hanna designating these spaces for this purpose.

On March 16, 2009, the City Council discussed this request from Mr. Frank B. Hanna, Sr., to have three spaces in Lot # 35 be designated specifically for Brew River patrons. At that time, the City Council asked questions regarding this issue.

The first question asked was in regard to Program Open Space and the parking lot. On April 16, 2009, City Council received an email from John Pick which included Paul Wilber's discussion on this issue. Mr. Wilber indicated the parking lot is not part of Program Open Space, thus the City can enter into a license agreement for these spaces.

The second question related to the term and form of the license agreement with Mr. Hanna and if it was going to be an open ended agreement. Attached please find the signed license agreement with Mr. Hanna which documents a termination clause by either party with a fourteen day notification period. Mr. Hanna's original letter of request is included as well. As you are aware, the City will be installing parking "pay by space" systems and will begin collection of parking meter rates for this public lot, as set forth in Ordinance 2058.

As noted in the agreement, Brew River staff will be responsible for ensuring these spaces are paid for, when used by Brew River patrons, during the hours of Monday-Friday, 8:30-4:30, at no cost to the City. They will identify these spaces by signage designating for use by Brew River patrons only.

This request was presented at the Central City District Commission meeting held on February 4, 2009, and the CCDC members approved this request and agreed to move this forward to City Council for consideration.