

City of Salisbury



MARYLAND

SALISBURY CITY COUNCIL WORK SESSION AGENDA

**JANUARY 4, 2016
COUNCIL CHAMBERS
GOVERNMENT OFFICE BUILDING**

- 4:30 p.m. Accepting a Donation from The Arthur W. Perdue Foundation, Inc. for NYESBY – Julia Glanz
- 4:35 p.m. Community Garden Lease – Chipman Cultural Center Property – Julia Glanz
- 4:50 p.m. Budget Amendment- Vehicle Replacement – Barbara Duncan
- 4:55 p.m. Accepting Funds from WINTF to purchase a Police K-9 – Barbara Duncan
- 5:05 p.m. Presentation - Zoo Master Plan – Ralph Piland / William Sieg of Becker Morgan Group
- 5:25 p.m. Fair Housing Language - Debbie Stam
- 5:40 p.m. Council discussion
- 5:50 p.m. Adjournment

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

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson, City Administrator
From: Julia Glanz, Assistant City Administrator *JG*
Subject: Accepting a Donation from The Arthur W. Perdue Foundation, Inc. for New Year's Eve
Date: December 29, 2015

Attached please find a resolution accepting a donation from The Arthur W. Perdue Foundation, Inc. in the amount of \$2,500 in support of New Year's Eve Salisbury (NYESBY). This is the third annual NYESBY and this year the City of Salisbury is organizing the event. The previous years have seen estimated attendance numbers of 1500 and 2500 at the event. This donation will help with the costs of the band, party favors, portable restrooms facilities, and staff and support. NYESBY is a key event to continuing the renaissance of Downtown Salisbury. This year's event will be BIGGER. BRIGHTER. SPARKLIER. LOUDER.

Unless you or the Mayor have additional questions, please advance this memorandum and resolution of support to the City Council for approval.

Attachment: Resolution Accepting a Donation from The Arthur W. Perdue Foundation, Inc. in Support of NYESBY

1 RESOLUTION NO.

2
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING A
4 PRIVATE DONATION FROM THE ARTHUR W. PERDUE FOUNDATION, INC. FOR
5 NEW YEAR'S EVE IN DOWNTOWN SALISBURY (NYESBY)

6
7 WHEREAS, this is the third annual NYESBY in Downtown Salisbury; and

8
9 WHEREAS, this year the City of Salisbury is organizing the event with the support
10 of Headquarters Live; and

11
12 WHEREAS, the past two years of the event saw attendance numbers of 1500 and
13 2500; and

14
15 WHEREAS, NYESBY is a key event to continuing the renaissance of Downtown
16 Salisbury; and

17
18 WHEREAS, the Council of the City of Salisbury supports the acceptance of
19 donations for the NYESBY; and

20
21 WHEREAS, donations assist with the cost of the band, party favors and other
22 assorted handouts, portable restroom facilities, and staff and support; and

23
24 WHEREAS, The Arthur W. Perdue Foundation, Inc. has offered to make a donation
25 to the NYESBY in the amount of \$2,500.00.

26
27 WHEREAS, this is the first year The Arthur W. Perdue Foundation, Inc. has made a
28 generous donation to this event; and

29
30 NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury,
31 Maryland does hereby accept the donation of \$2,500.00 for the NYESBY.

32
33 THIS RESOLUTION was introduced and duly passed at a meeting of the Council
34 of the City of Salisbury, Maryland held on January 11, 2016 and is to become effective
35 immediately upon adoption.

36
37 ATTEST:

38
39 _____
40 Kimberly R. Nichols
41 CITY CLERK

42 _____
43 John R. Heath
44 PRESIDENT, City Council

45
46 APPROVED by me this _____ day of _____, 2016

47
48 _____
49 Jacob R. Day
MAYOR, City of Salisbury

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson, City Administrator
From: Julia Glanz, Assistant City Administrator JG
Subject: Community Garden- Boundless Playground Lot
Date: December 30, 2015

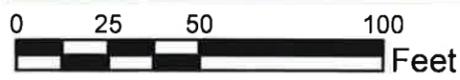
Attached you will find a resolution, lease, map, and supporting material for the recommendation to approve St. Francis De Sales Church to create a community garden on the empty City owned lot behind Boundless Playground and the Chipman Cultural Center.

City staff have met with members of St. Francis De Sales, GreenSBY, and the Camden Community Garden to discuss and plan another community garden. This coalition is excited to continue the positive impacts they began in Camden into another neighborhood.

The area that St. Francis De Sales Church would like to lease is outlined in black ink on parcel P.1862 on the map attached. There is a historical easement that runs through the property that must be addressed with the Maryland Historical Trust. The City is proposing extending an existing water service to a metered yard hydrant at the City's cost. We are suggesting a three year lease term.

Unless you or the Mayor have additional questions, please advance this memorandum and resolution of support to the City Council for approval.

Attachment: Resolution to Enter into a Lease Agreement with St. Francis De Sales Church for Use of City Property for a Community Garden; Lease Agreement; Boundless Playground- Existing Water Utilities map; St. Francis Letter of Interest; Lease Proposal



BOUNDLESS PLAYGROUND - EXISTING WATER UTILITIES

Campus Ministry House
211 West College Avenue
Salisbury, Maryland 21801

December 5, 2015

City of Salisbury
125 North Division Street
Room 304
Salisbury, Maryland 21801

Dear Mayor Day and Ms. Glanz:

I'm writing in reference to our meeting on November 23rd regarding St. Francis leasing the plot behind the Boundless Playground in Newtown for the purpose of starting a neighborhood garden, based on the successful model founded by Pastor Martin Hutchinson on Camden Avenue.

I currently work as Coordinator of Catholic Youth for St. Francis, and Campus Minister at Salisbury University and University of Maryland Eastern Shore. In addition to assisting young people in being their best selves, I have extensive gardening experience and a passion for connecting with the sacredness of our world through work in the garden. As a younger woman, I was first an apprentice to graduates of Longwood Gardens who oversaw the Salisbury University Horticulture Departments. At that time, I learned greenhouse management and propagation. I was appointed a student supervisor, and also learned interior landscaping, and bed design. As I moved on, throughout the years I continued to expand my knowledge through such experiences as working in a biodynamic , organic medicinal herb garden (growing flowers and other plants that were processed on-site into supplements to support health and healing) , and at an organic flower farm. I love to grow anything from orchids to onions.

I'm excited about the opportunity to combine my love of teaching, healing, aesthetics and gardening to contribute to the new movement in Salisbury to uplift our community by engaging as many interested parties (young and old, expert and novice) as I am able in the garden project.

Thank you for your role in facilitating this vision for a greener Salisbury, and improving the spirit of our home.

Nicole Long
Coordinator of Youth and Campus Ministries
Diocese of Wilmington
443-614-6142

1
2
3 **Boundless Garden Proposal**
4 **Submitted by Nicole Long**
5 **December 28, 2015**

- 6 1. St. Francis is interested in establishing a community garden on the open lot
7 portion of the Boundless Playground site.
8
9 2. We are proposing raised bed garden plots. The typical bed is 4 feet by up to
10 24 feet in length.
11
12 3. Raised beds would be constructed of non-toxic untreated wood or recycled
13 materials manufactured for the purpose of creating raised bed gardens.
14
15 4. Mowing of the area would be a collaboration between the Garden Founder
16 and the City. Determining the exact dimension of the leased area will answer
17 this question.
18
19 5. The project is proposed as an open use project for the community to plant
20 and harvest.
21
22 6. Water service will be necessary. There is an existing water fountain on the
23 property that we hope we can tap into. We hope to establish a metered
24 source, but with the City donating water to benefit the mission of the garden.
25 Metering the source will allow the City to track consumption.
26
27 7. A shed will be necessary for housing tools and materials. The specifics are
28 open for discussion. The Garden Founder would ideally like participants to
29 help build the structure if there is expertise, but this is an item to be
30 explored. The idea is to have the community invest as much sweat equity as
31 possible, so that there is pride and personal investment in the site.
32
33 8. We would utilize the same resource for the Sign as the Camden Community
34 Garden, in order to create unity and consistency.
35
36 9. Composting would be an option if there is no threat of drawing unwanted
37 animals.
38
39 10. No additional fencing is proposed.
40
41 11. Lighting would need to be discussed. No additional lighting is proposed at
42 this time.
43
44 12. We would like community members to participate in the installing of seating
45 such as benches.
46
47 13. A liability insurance policy would be provided by St. Francis de Sales Catholic
48 Church.
49
50 14. We would like to leave open the possibility of constructing a cobb oven,
51 which is a catalyst for community engagement.

1 RESOLUTION NO. _____

2
3 A RESOLUTION OF THE CITY OF SALISBURY MARYLAND AUTHORIZING THE
4 MAYOR TO ENTER INTO A LEASE AGREEMENT WITH ST. FRANCIS DE SALES
5 CHURCH FOR USE OF CITY PROPERTY FOR A COMMUNITY GARDEN
6

7 WHEREAS, The City of Salisbury desires to enter into a lease agreement with St. Francis
8 De Sales Church, to allow volunteer members to construct and operate a Community Garden
9 Project on City property; and
10

11 WHEREAS, the City property is located on land directly behind Boundless Playground
12 and the Chipman Cultural Center bordering Ellen Street, Broad Street, and Poplar Hill Avenue;
13 and
14

15 WHEREAS, the terms and conditions of the proposed lease are set forth in the attached
16 Agreement wherein St. Francis De Sales Church is acting as the legal Tenant for this site; and
17

18 NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Salisbury
19 authorizes the Mayor to enter into the aforementioned Lease Agreement with St. Francis De
20 Sales Church.
21

22 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
23 of the Council of the City of Salisbury held on this ____ day of _____, 2016 and is to
24 become effective immediately upon adoption.
25

26
27 ATTEST:
28
29

30 _____
31 Kimberly R. Nichols
32 CITY CLERK
33

30 _____
31 John R. Heath
32 PRESIDENT, City Council
33

34 APPROVED by me this _____ day of _____, 2016
35
36

37 _____
38 Jacob R. Day
39 MAYOR, City of Salisbury

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LEASE

THIS AGREEMENT, made this ___ day of _____, 2016, between the CITY OF SALISBURY, (“Landlord”) and ST. FRANCIS DE SALES CHURCH (“Tenant”).

1. Landlord hereby leases to the said Tenant a space for a community garden on a section of City land fronting on Ellen Street adjacent to the Boundless Playground, a designated as P.1862 on a survey entitled “Resubdivision, Boundless Playground” dated August 14, 2015, and recorded among the Land Records for Wicomico County, Maryland, on December 17, 2015, in Liber 16, Folio 675. In consideration thereof, the Tenant agrees to pay the Landlord the sum of One Dollar (\$1.00) per year due on the date of execution of this Lease Agreement. The term of this Lease shall be three years.

2. Tenant hereby covenants with the Landlord as follows:
 - A) To clean and maintain the space in a satisfactory condition;
 - B) To remove any debris or litter on an “as needed” basis from the entire area.
 - C) To maintain the garden beds by weeding, planting, pruning and any other appropriate need of a garden;
 - D) To maintain and mow any grassy areas on an “as needed” basis;
 - E) To maintain and/or replace, as necessary:
 - a. Permanent trash receptacles
 - b. Identification signage
 - c. Benches
 - d. Raised garden beds
 - e. Shed
 - F) To keep premises in good order and to surrender the peaceful and quiet possession of the same at the end of the said term in as good condition as when received, and further the Tenant will not do, suffer or permit anything to be done in or about the premises which will contravene any policy of insurance of the Landlord, nor use, nor permit their use for the purposes other than those of public gardening. Tenant further covenants that it will not at any time assign this agreement, or sublet the property or any portion thereof,

33 without the written consent of the Landlord, or its representatives. Tenant
34 further covenants that no alterations or repairs will be made to the leased
35 premises without prior consent of the Landlord, and that, whatever alterations
36 or repairs the Tenant will be permitted to make will be completed at Tenant's
37 own expense unless otherwise agreed upon by Landlord.

38 G) To provide the Landlord a Certificate of Insurance naming the Landlord as an
39 additional insured. Such certificate will evidence that the Tenant has
40 insurance in the following amounts: General Commercial Liability (General
41 Aggregate \$2,000,000; each occurrence \$1,000,000; Fire Damage \$300,000;
42 and Medical Expense \$10,000).

43 H) To permit access to property by authorized Landlord employees.

44 I) To comply with all Landlord ordinances.

45 J) To cooperate fully with routine or emergency activities of Landlord's
46 agencies.

47 K) To ensure that no lewd or indecent actions, conduct, language, pictures or
48 portrayals be included in the activities or events presented by Tenant on the
49 premises, and nothing is to be presented, used, sold or solicited that is against
50 the law, or contrary to, or forbidden by, the ordinances of the Landlord and
51 the laws of the State of Maryland. Tenant agrees to abide by and to be bound
52 by the decisions of the Landlord should any questions of propriety arise under
53 this paragraph.

54 L) To have all facades, signs, etc. approved by the Department of Building,
55 Permitting & Inspections.

56 3. All improvements, as needed, will be at the expense of the Tenant.

57 4. All utility costs such as water, electricity, etc., will be at the expense and
58 responsibility of the Tenant.

59 5. Tenant knows, understands, and acknowledges the risks and hazards associated
60 with using the property and hereby assumes any and all risks and hazards
61 associated therewith. Tenant hereby irrevocably waives any and all claims
62 against the City or any of its officials, employees, or agents for any bodily injury
63 (including death), loss or property damage incurred by the Tenant as a result of

64 using the property and hereby irrevocably releases and discharges the City and
65 any of its officials, employees or agents from any and all claims of liability
66 arising out of or associated with the use of the property.

67 6. Indemnification. Tenant shall indemnify and hold Landlord harmless from and
68 against all claims, liabilities, judgments, fines, assessments, penalties, awards, or
69 other expenses, of any kind or nature whatsoever, including, without limitations,
70 attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute
71 resolution, relating to or arising out of any breach or alleged breach of this
72 Agreement, or any Breach or alleged act of negligence, by Tenant or
73 subcontractors or agents or Tenant.

74 7. Tenant will pay the Landlord for any and all physical loss or damage of the
75 property (including the cost to repair or replace the property) caused by, arising
76 out of, relating to or associated with the use of the property by the Tenant or by
77 Tenant's members, employees, agents, or invitees.

78 8. IT IS FURTHER AGREED that if the Tenant violates any of the foregoing
79 covenants on its part herein made, the Landlord will have the right without formal
80 notice to reenter and take possession of said land associated with this Lease
81 Agreement and to cause the benches, garden beds and shed to be removed at the
82 sole expense of Tenant or to remain on the property of the Landlord, at the option
83 of the Landlord.

84
85 IN WITNESS WHEREOF, the said parties have hereunto subscribed their names
86 and affixed their seals the day and year first before written.

87
88 ATTEST: CITY OF SALISBURY

89 _____
90 Kimberly R. Nichols Jacob R. Day
91 City Clerk Mayor
92

93 ATTEST: St. Francis De Sales Church
94
95 _____ BY _____ (SEAL)

City of Salisbury



JAMES IRETON JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR



Maryland

699 W. SALISBURY PARKWAY
SALISBURY, MD 21801
TEL: 410-548-3165



BARBARA DUNCAN
CHIEF OF POLICE

November 25, 2015

TO: Tom Stevenson
FROM: Colonel David Meienschein
SUBJECT: Ordinance – Budget Amendment

SPD Patrol Unit #1477, a 2014 Chevrolet Caprice, VIN 6G3NS5U31EL962740 was involved in a non-fault motor vehicle accident on June 9, 2015. The vehicle, emergency equipment, MDT computer, and In-Car video system were deemed a total loss.

SPD requests that the insurance adjustment totaling \$27,123.00 be transferred to the SPD Police Services Vehicle Account, 21021-577025 to be used towards the purchase of a new vehicle and related equipment.

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

A handwritten signature in black ink, appearing to read "David Meienschein".

David Meienschein
Assistant Chief of Police

City of Salisbury



JAMES IRETON JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR



Maryland
699 W. SALISBURY PARKWAY
SALISBURY, MD 21801
TEL: 410-548-3165



BARBARA DUNCAN
CHIEF OF POLICE

November 2, 2015

TO: Tom Stevenson
FROM: Colonel David Meienschein
SUBJECT: Resolution – WINTF Funds

Attached, please find a Resolution to accept \$5,000.00 in funds from the Wicomico County Narcotics Task Force (WINTF). The funds will be used for the purchase of K-9, equipment and handler training.

Unless you or the Mayor, have further questions, please forward this Resolution to the City Council.

A handwritten signature in black ink, appearing to read "David Meienschein".

David Meienschein
Assistant Chief of Police

1 RESOLUTION NO. _____
2

3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING
4 FUNDS IN THE AMOUNT OF \$5,000 FROM THE WICOMICO COUNTY NARCOTICS
5 TASK FORCE TO BE USED TOWARDS THE PURCHASE OF A POLICE K-9.
6

7 WHEREAS, these funds have been provided by the Wicomico County Narcotics Task
8 Force to assist in funding a police K-9; and
9

10 WHEREAS, the purchase of an additional K-9 will assist the Salisbury Police
11 Department in combatting illicit drug activity in Salisbury; and
12

13 WHEREAS, these funds will be combined with existing funds to make the purchase of
14 the K-9, equipment, and handler training; and
15

16 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
17 OF SALISBURY, MARYLAND that funds of \$5,000.00 be accepted from the Wicomico
18 County Narcotics Task Force and used to purchase the K-9, equipment and handler training for
19 the Salisbury Police Department.
20

21 THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the
22 City of Salisbury, Maryland held on _____, 2016, and is to become
23 effective immediately upon adoption.
24

25
26 ATTEST:
27

28
29 _____
30 Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

31
32
33 APPROVED BY ME THIS:
34

35 _____ Day of _____, 2015
36

37
38 _____
39 Jacob R. Day, Mayor
40



**ASSOCIATION
OF ZOOS &
AQUARIUMS**



SALISBURY ZOO

DRAFT VERSION MASTER PLAN

December 23, 2015

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Executive Summary



Mission:

The Salisbury Zoological Park is committed to enhancing our quality of life by providing a friendly, relaxing environment where educational and recreational opportunities come together through participation and interaction. With its animals, staff, volunteers, and park-like setting, the Zoo encourages appreciation of wildlife and inspires conservation of our natural world.

Vision:

In all of its endeavors, the Salisbury Zoo will:

- Embrace a commitment to positive change, planned growth, increased accessibility;
- Foster the desire for sustainable wildlife conservation;
- Be a relevant, responsive, and trusted partner enjoying the full support of all of its stakeholders

Values:

- Exceptional Animal Care- We maintain the highest standards in our responsibilities with our animals and the resources that we use.
- Respect- In all of our interactions with our visitors, volunteers, and employees we will be committed to the highest principles of mutual respect.
- Integrity- We value the trust of our community and operate in an honest, reliable, and conscientious manner.
- Accountability- We will be responsible and transparent to all of our stakeholders. We hold ourselves accountable in all that we do from caring for animals to providing our customers with a valuable experience. We strive to maintain our accreditation by the Association of Zoos & Aquariums.
- Community Asset- We are a recreational, educational, and economic development asset to our community.
- Stewardship- We maintain the highest standards in our responsibilities with resources that we use.
- Accessible Experience- We are accessible to all members of the community.

Big Idea:

We are a zoo and our guests expect to see animals and to have fun. Our guests have a fundamental affinity to the natural world that is self-reinforcing and can be enhanced through their experiences and actions. Our core business is the planning and production of enriching living world experiences that inspire our audience and that foster the development of caring attitudes. Our success is associated with our capacity to create motivation that causes people to appreciate and, ultimately, to care for the sustainability of the natural world.

Key Principles:

- We must provide a clean and safe environment conducive to family and other core social interactions.
- Experiences are the primary products of the zoo. The best experiences are:
 - Authentic
 - Spontaneous
 - Shared with family and friends
 - Support experiential learning opportunities
- People develop caring attitudes through their experiences.
- Caring is the profound perception of the interconnections, interdependencies, and mutual benefits that exist between an individual and the living world.
- Our mission outcome is the development of motivation that encourages individuals to take informed actions that positively impact the sustainability of the living world.
- We must understand our guests. From that understanding we can plan and provide satisfying experiences that are delivered efficiently and synergistically.
- We must define, measure, and monitor our products in a way that allows continual improvement.

Brand Image:

The Zoo is safe, clean and family friendly. The Zoo reflects excellence in the manner in which it cares for its living collection and in the service it provides its guests. The Zoo provides an intimate and relaxing atmosphere in which to consume fun and enriching experiences



History, Background & Analysis

The Evolution of the "Best Little Zoo in North America"

Our little Zoo has a very unique story. Records show that the Salisbury Zoo was established in 1954. Before our Zoo became a zoo it was a marshy area flooded by a dam that created Humphrey's pond. The City of Salisbury purchased the 168 acre property in 1926 because it contained a major source of water. The City was not only interested in the water but also wanted to make a park for the City. This property connected two sides of the community and helped make a beautiful park for the City's residents. A Salisbury Park Commission was established to oversee the park.



In 1933 the Civil Works Administration employees construct what is now known as the "Holly Circle"

During the early 1950's unwanted wild animals were released into the Salisbury Municipal Park. City Public Works employees began to take care of these animals, building makeshift cages and enclosures. One of first animals to appear was a white-tailed deer fawn which was bottle fed and cared for by City employees. Soon after a black bear was given to the park. The animal population grew and early donations from residents from Maryland, Delaware and Virginia included: skunks, raccoons, turkeys, owls, peacocks, rabbits, goats, monkeys, ocelots, dingoes and waterfowl.



Zoo Keeper, Victor Valkemer bottle feeds "Ollie" the elephant. The Zoo kept "Ollie" for a very short period and transferred him to the National Zoo where more exhibit space was available for this large animal.

In 1954 the animal population had grown so much so that the City of Salisbury decided to hire its first zoo keeper. The new "Zoo" was born. Local merchants donated food; money was donated by visitors, and support was provided by the City of Salisbury. Over the next ten years other animals were added to the collection including bison and llamas.

In the early 1960's, City officials realized the need to expand and to provide an environment suitable for the animals. The Salisbury Zoo Commission was established in 1967 to assist with the development of the Park. Fences were extended, shelters were built and professional landscaping begun. In 1970 the first professional zoo director was hired.

In 1972 a local car dealer, Oliphant Car Dealership, donated a baby elephant called "Ollie" from Thailand. That same year the Salisbury Zoo became a member of the American Association of Zoological Parks and Aquariums, now known as The Association of Zoo's and Aquariums (AZA). Two female Andean bears and one male were acquired.

In 1977 "The Friends of the Salisbury Zoo" was formed to assist in fundraising. A "Volunteer Zoo Education Committee" also was formed. In the 1980's the Spider monkey, ocelot, sloth and waterfowl exhibits were built. The ESBA Education Center was built in 1995. The Zoo's gift shop was later added. In 2007 the Richard and Patricia Hazel Delmarva Trail was built featuring red wolf, beaver, turkey, white-tailed deer, wood duck and bison.

In 2009 the Delmarva Zoological Society was established to help fund needed improvements. The "Renew the Zoo" capital campaign began and the annual "Just Zoo It" campaign through regional schools debuted.

Today the Salisbury Zoo encompasses over 12 acres within the city park along a tributary of the Wicomico river. It has remained one of the few municipal Zoological Parks providing **FREE** admission and parking to its community.



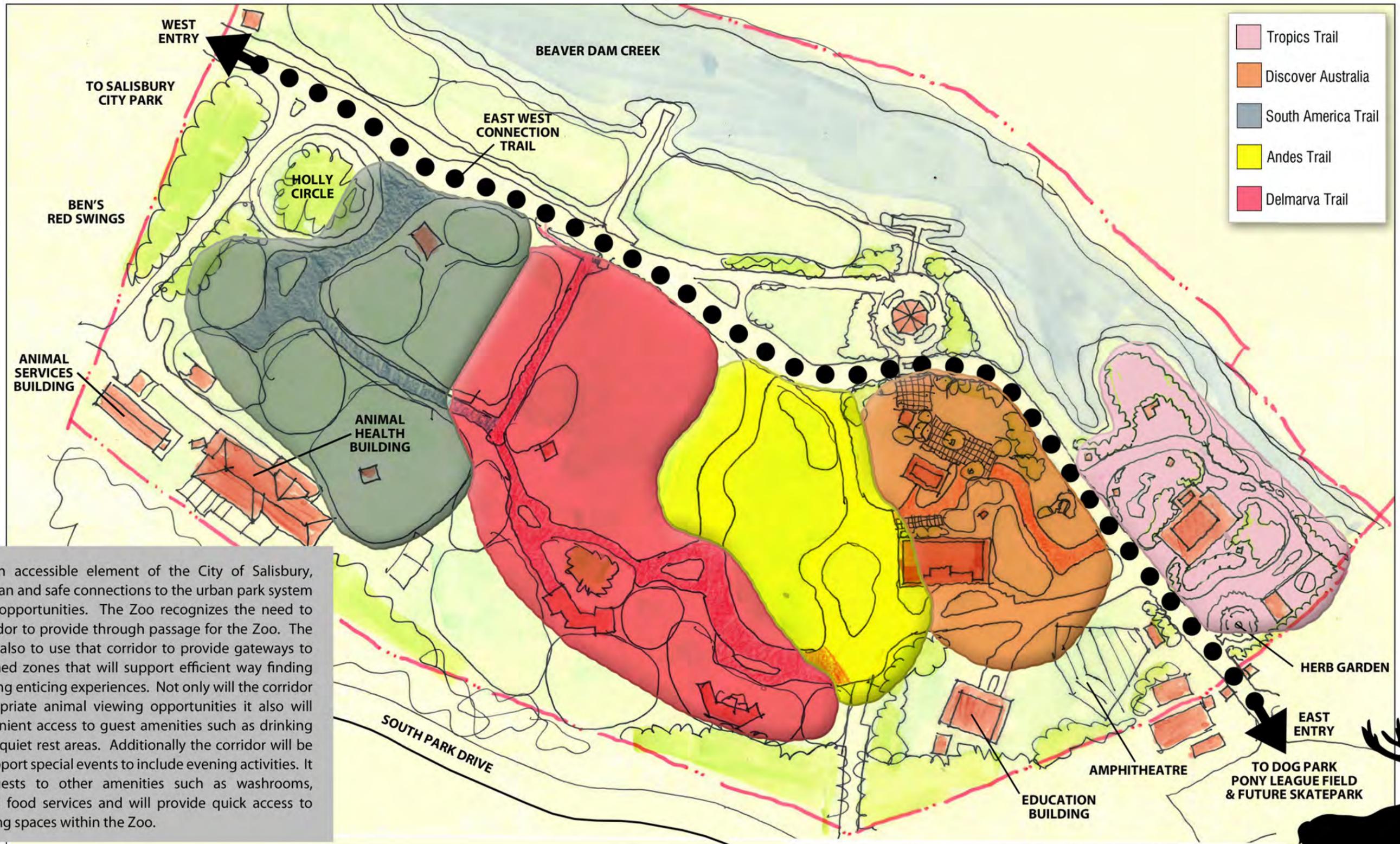
Andean bears were brought into the Zoo's animal collection in the late 1970's. Pictured to the left is "Alba" female Andean bear born at the Zoo in 2015.



Red wolves were acquired in 2007. The Zoo participates in the Red wolf Species Survival Plan, a conservation initiative to save them from extinction.



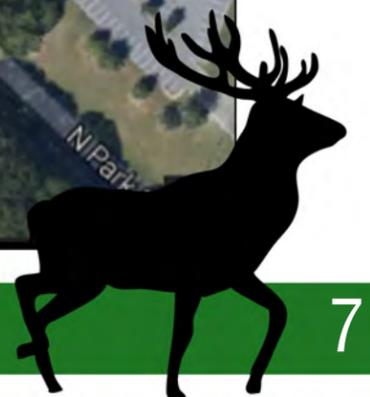
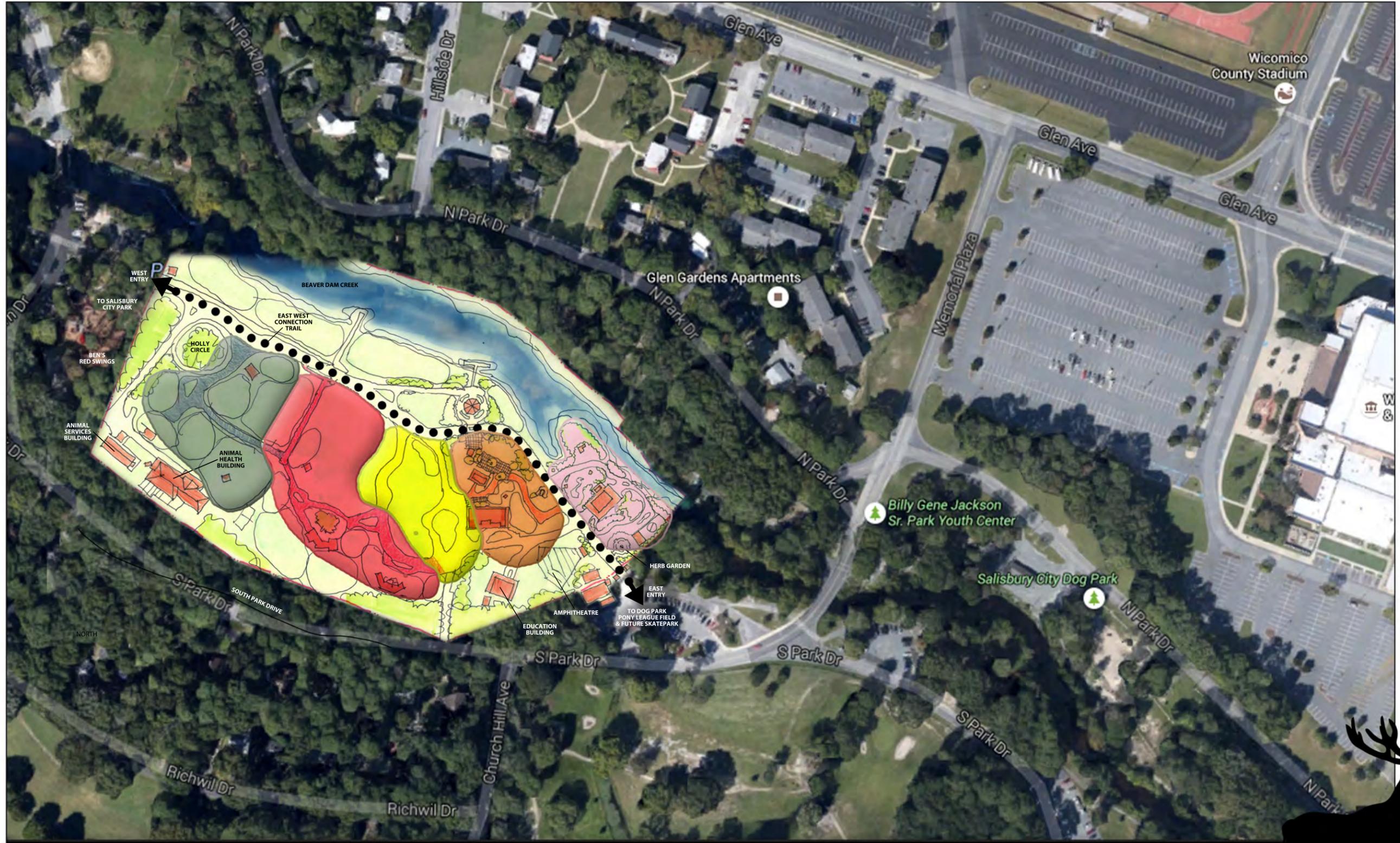
Conceptual Site Plan



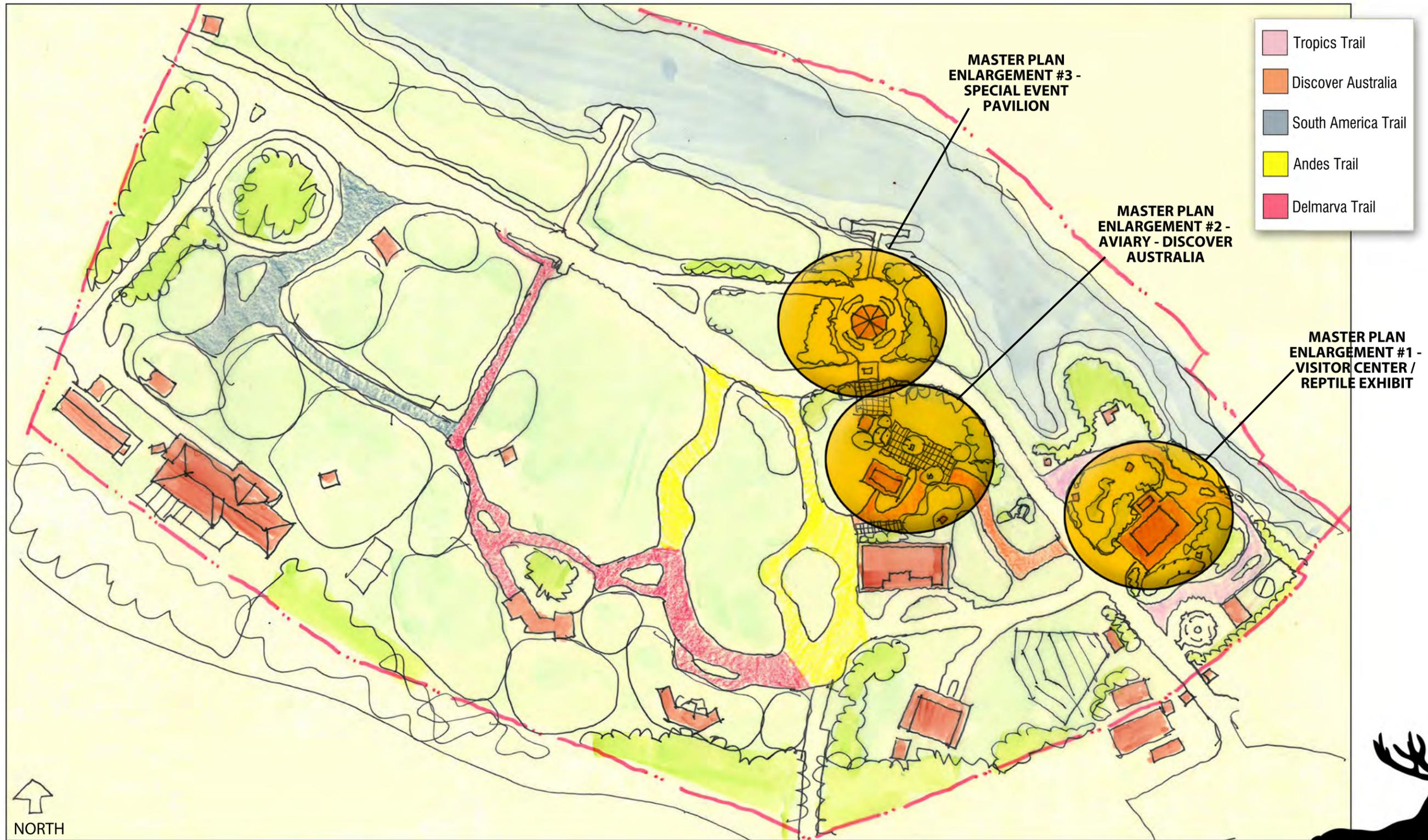
The Zoo is an accessible element of the City of Salisbury, supporting clean and safe connections to the urban park system and its many opportunities. The Zoo recognizes the need to sustain a corridor to provide through passage for the Zoo. The Zoo proposes also to use that corridor to provide gateways to uniquely themed zones that will support efficient way finding while presenting enticing experiences. Not only will the corridor provide appropriate animal viewing opportunities it also will provide convenient access to guest amenities such as drinking fountains and quiet rest areas. Additionally the corridor will be adapted to support special events to include evening activities. It will direct guests to other amenities such as washrooms, shopping, and food services and will provide quick access to public gathering spaces within the Zoo.



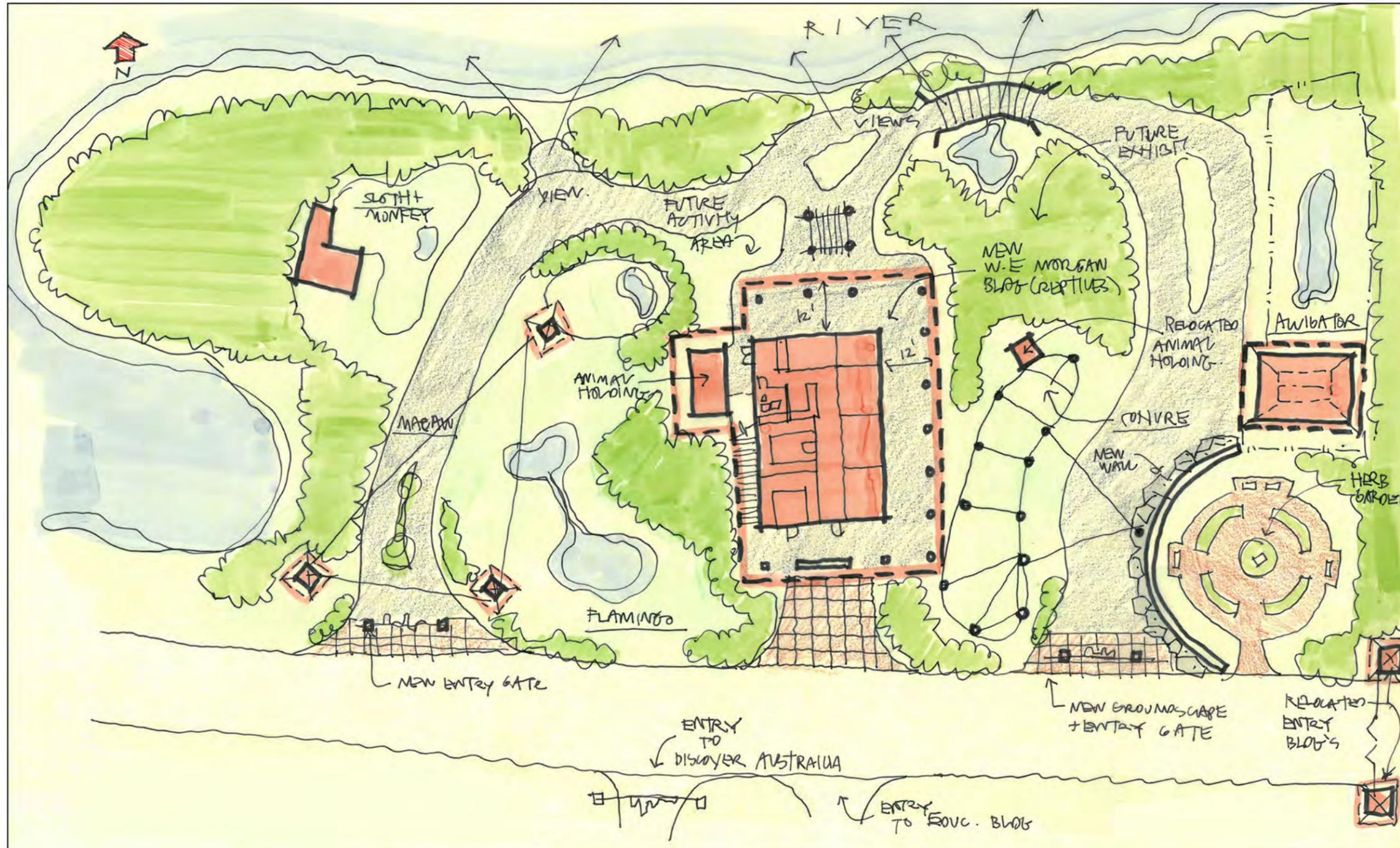
Conceptual Site Plan-Context



Master Plan



Master Plan Enlargement - Tropics Trail



The Tropics Trail provides a clearly distinguished and iconic segment of the Zoo that immerses guests into an exotic and lush environment. The Tropics Trail provides readily consumable animal viewing opportunities that present animals that will be seen as unique, exotic, and distinct from the guest's home. It will include options for physical activities and memory moments. It will house the Zoo's primary reptile/amphibian collection.

The Tropics Trail will be exciting and memorable—all the things a Zoo should be. Your experiences in the Tropics Trail will be fun and memorable and you will want to come back. It will transport you to a different part of the world.

The Tropics Trail is green and lush like the tropics. The vegetation and settings will convince guests they are in a new natural world setting that houses unique creatures. Visually and experientially it will be segregated from the rest of the Zoo.

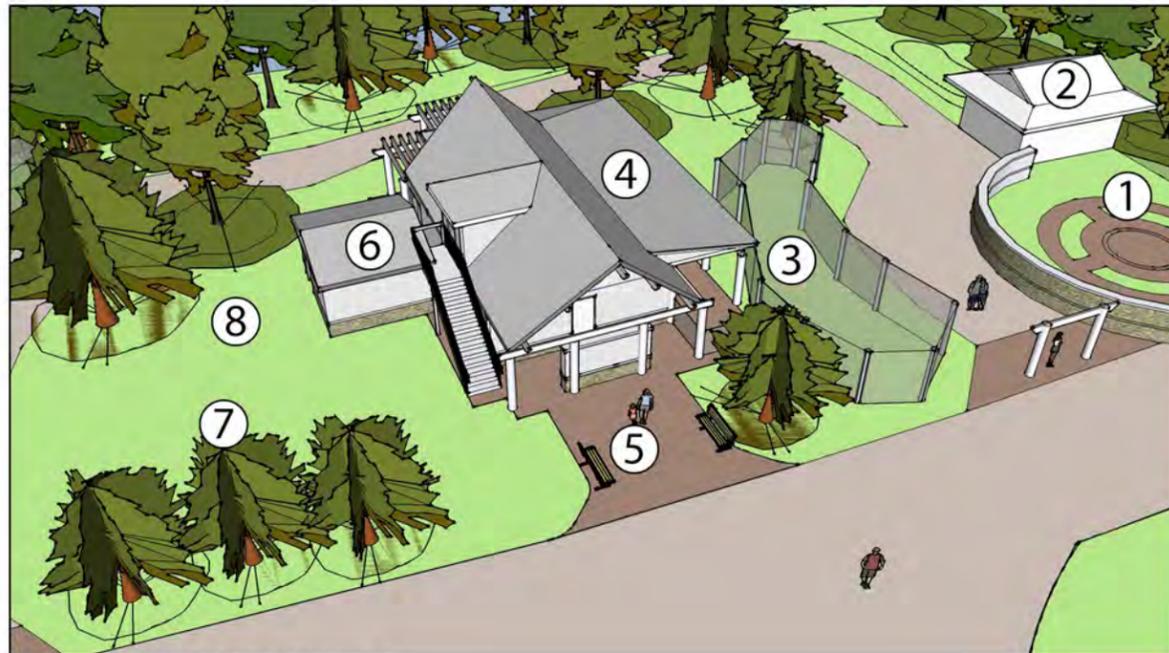
The living world is marked by diversity. The tropical regions of the world are home to much of this diversity. Diversity can be an essential factor in the sustainability of our world.

Animals:

- American Alligators • Flamingos • Sun Conure flock • Macaw • Small primates-tamarins, marmosets • Ocelot • Sloth • Tropical reptiles and amphibians.

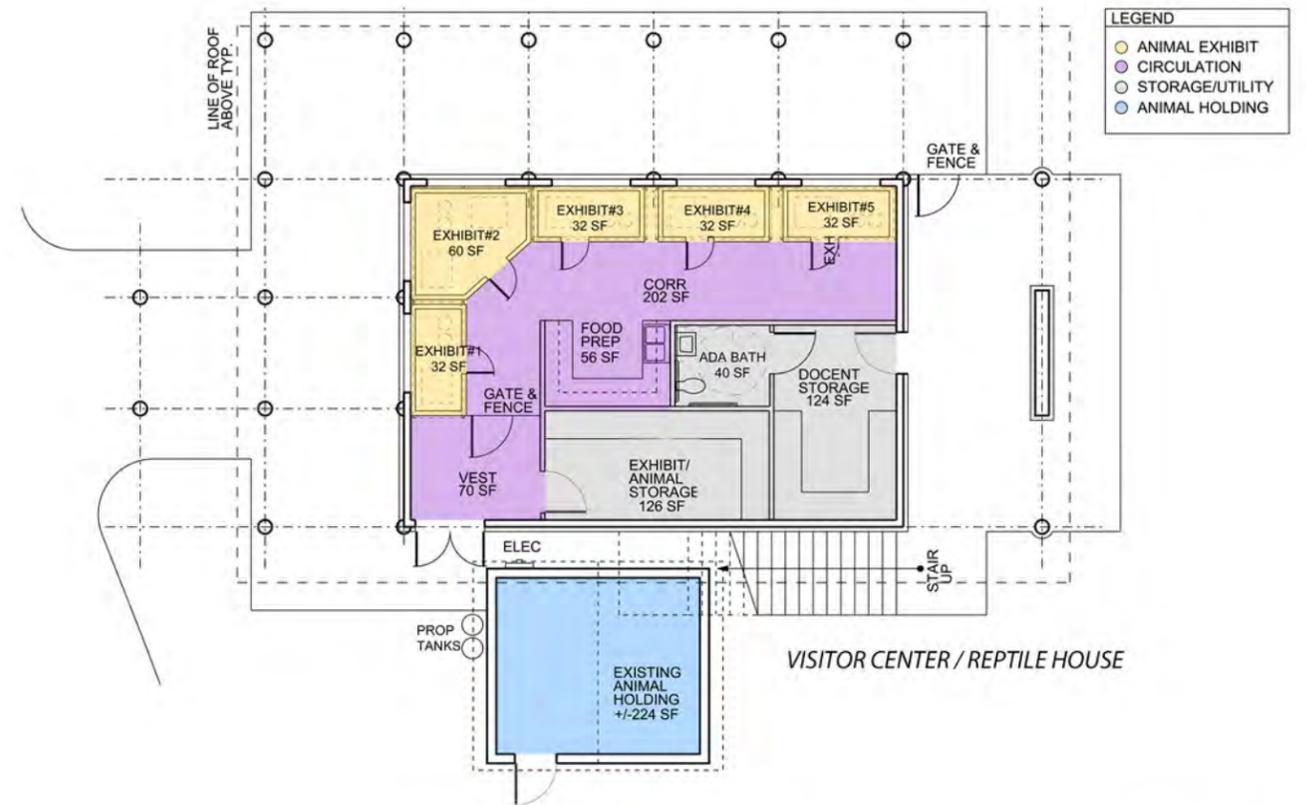


Tropics Trail Detail



VISITOR CENTER AERIAL PERSPECTIVE

- ① Herb Garden
- ② Alligator
- ③ Conure
- ④ Reptile Exhibits
- ⑤ Docent Area
- ⑥ Animal Holding
- ⑦ Flamingo
- ⑧ Macaw



VISITOR CENTER PERSPECTIVE

The Tropics Trail provides a readily accessible set of animal experiences quickly after guests enter the Zoo through the main (east) entrance.

Through the Reptile Facility the Tropics Trail provides a significant "WOW" experience for the Zoo. This might be associated with a large reptile such as an anaconda or a Burmese python.



HERB GARDEN



Tropics Trail Detail - South Entry / W.E. Morgan Center Reptile House



SOUTH ELEVATION

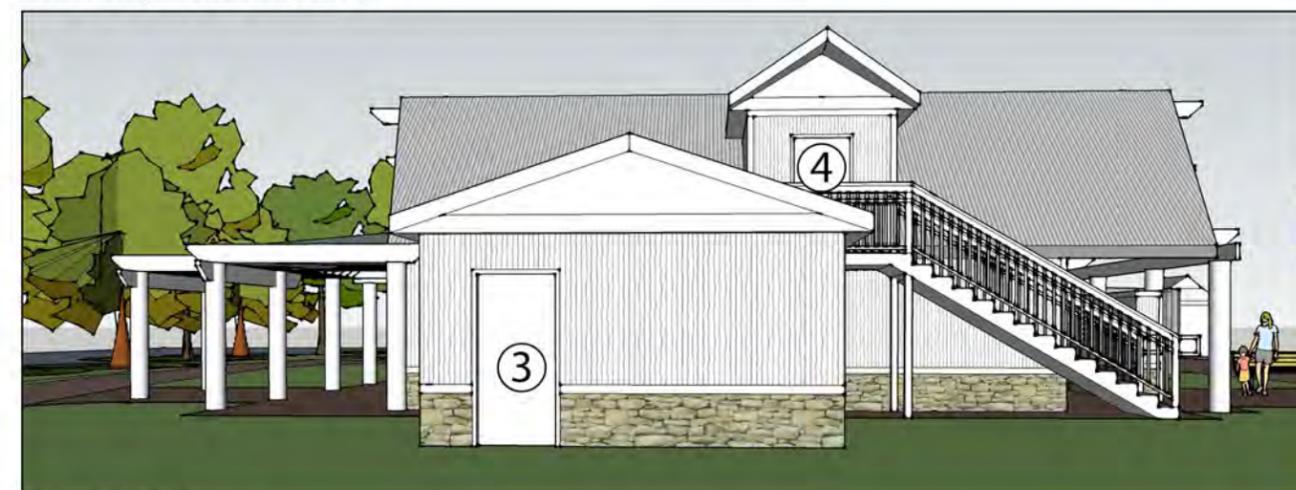


NORTH ELEVATION

Activity Types:

- May include spontaneous opportunities for interaction with staff and volunteers including engagement with program animals. This should highlight reptiles.
- Include a structured space for small group gatherings/presentations
- Way finding: The entrance to the Tropics Trail needs to mesh appropriately with the east entrance gate. Guests must be able to quickly find and enter the Tropics Trail without bypassing Discover Australia or missing the Public Zone.
- Photo/memory: Will include multiple locations that support posing for a "souvenir" photo by guests or provide animal exhibit photo opportunities that are clearly distinguishable as a Salisbury Zoo visit.
- Appropriately framed photo opportunity for the flamingo exhibit
- o Use of "Hang like a Sloth" as a photo opp.

- Have a large reptile graphic on new reptile building (life size large snake?) for photo opp.
- Alligator skull by alligator exhibit.
- Interact with Staff: Program the area of new reptile facility as enhanced opportunity to engage with staff and docents with program animal presentations.
- Immersion: Consistently configure Trail to provide guests with a sense of immersion in the Tropics. Maintain lush vegetation and configured sight lines to heighten sense of walking in a tropical forest.
- Experiential Learning: Have at least two interactive components at the new reptile facility that provide active experiences that focus on the importance of conservation.
- Viewing: Consistent opportunities to view visible collection animals in exhibits.

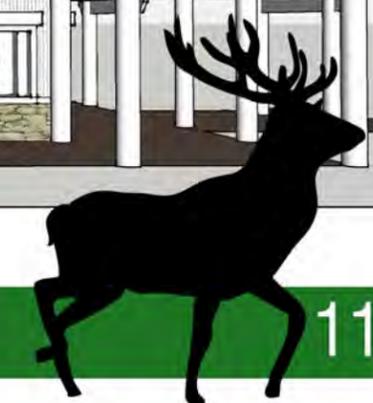


WEST ELEVATION

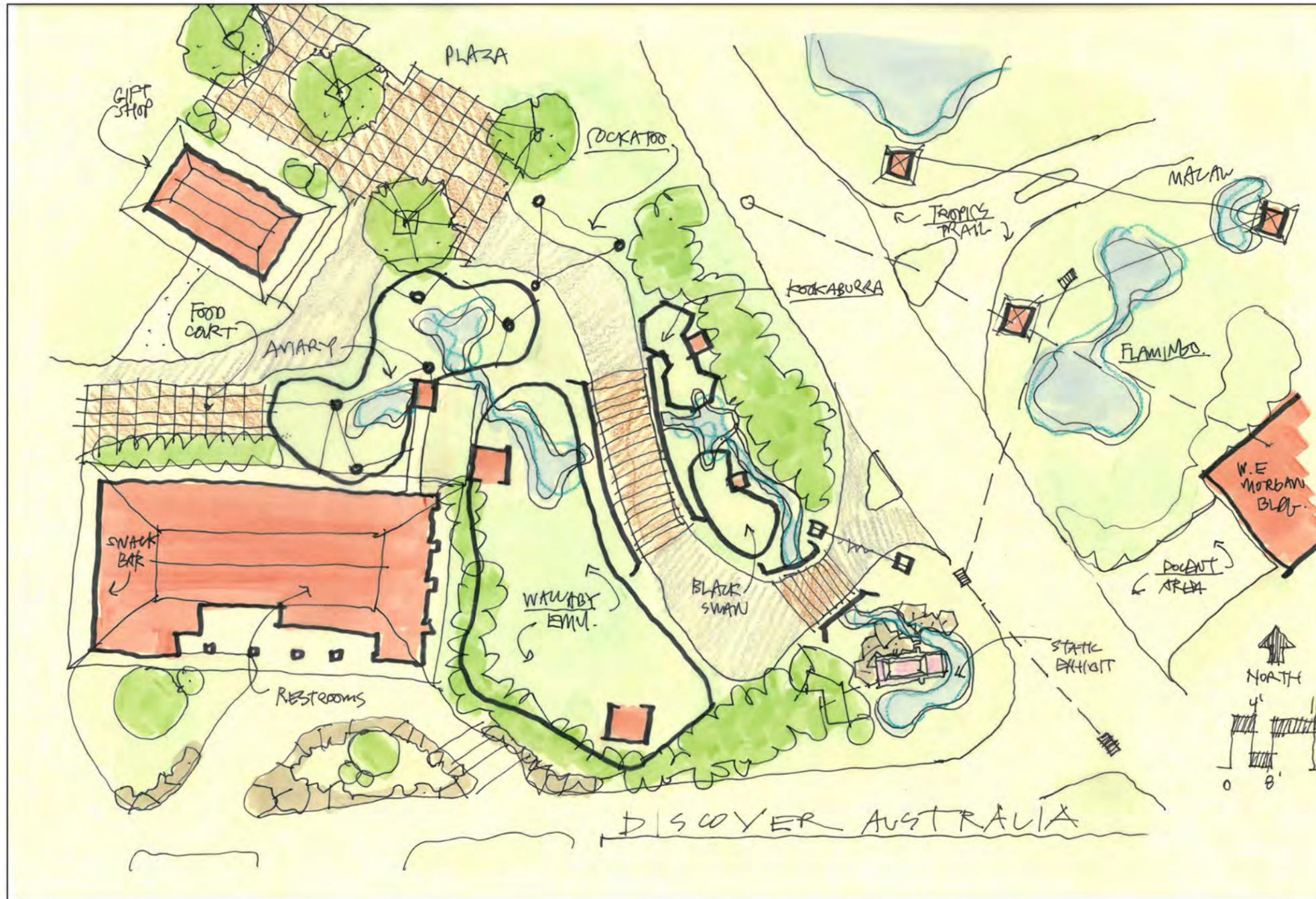
- ① Reptile Exhibit
- ② Docent Area
- ③ Animal Holding
- ④ Storage



EAST ELEVATION



Master Plan Enlargement - Discover Australia



Discover Australia

Discover Australia is located near the east entrance. It will utilize a colorful and attractive zone entrance to excite and attract guests entering from the main entrance. For guests entering from the west it will provide a short and readily consumable conclusion to the Zoo visit. In both cases it will provide an engaging entrance to and backdrop for the primary public services and gathering space for the Zoo. It will be visually a colorful, "high energy" section to compliment the events and activities of the public gathering area. This Zone may also house the Zoo's gift shop. It will be memorable because its aviary will provide a unique up close and personal experience for Zoo guests that is distinctive within Zoo offerings.

A visit to the Zoo is not only fun but can introduce guests to new and surprising elements of our world. Have fun while you meet new and exotic creatures.

Discover Australia is colorful and vibrant while using motifs that are generally representative of aboriginal style artwork. Discover Australia presents a somewhat stand alone experience that can be quickly consumed. It complements the multipurpose public spaces that it adjoins and provides a distinctive and exotic backdrop for public gatherings.

Animals:

- Bennett's Wallabies
- Main Aviary
 - Spotted Whistling Duck
 - Eastern Rosella
 - Australian Crested Dove
 - Straw-Necked Ibis
- Side Aviaries
 - Black Swan
 - Kookaburra
 - Cockatoo



Discover Australia - Aviary



AERIAL PERSPECTIVE



AVIARY ADJACENT TO SNACK BAR



ENTRY FROM GIFT SHOP PLAZA

Functional Role:

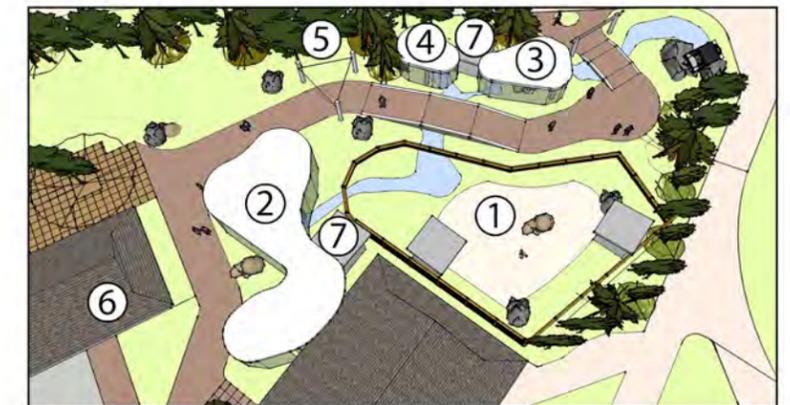
- Provides a quick and readily consumable animal experience near the main entrance.
- May provide a culminating experience for guests who entered by west gate
- Is compatible with the production of special and non-routine events
- Located near the primary public gathering space for the Zoo
- May be exposed to evening and non-routine events.
- Collection components must be suitable for evening and event activities or have housing that shelters them from such activities.
- Potentially houses the Zoo's gift shop
- Pathways in and around the Discover Australia zone must be carefully configured to avoid duplication and the by passing of other zone entrances.
- Current entrance to Tropics Trail may be positioned to "compete" for the attention of guests entering east gate.
- Current exit for Tropics Trail could cause guests to miss Australia.
- Integration into the Public Zone as well as the entrance to the Delmarva Trail may be challenging.
- Current secondary entrance from the Corridor needs careful consideration.

Activity Types:

- Physical activity: challenge kids to "jump like a wallaby" with a measured site that allows guests to compare their best jump distance to that of a wallaby.
- Interact with animals: aviary may provide limited opportunities, under keeper or staff supervision, to help feeds birds and experience a portion of the collection up close.
- Interaction with volunteers: Education animal collection to include at least one Australian animal suitable for public presentations and guest engagement. May include spontaneous opportunities for interaction with staff and volunteers including engagement with other program animals.
- Way finding: Australia will occupy a key area near the main entrance and the main public gathering area of the Zoo. It will need to support the movement of guests into other zones of the Zoo.
- Photo/memory: Will include at least one location that supports posing for a "souvenir" photo by guests that is clearly distinguishable as a Salisbury Zoo visit. Option: Wallaby cut out for guests to pose with for photos. To be placed so that it is readily accessible during special events.
- Viewing: The wallaby area will provide easy access for casual viewing of the wallabies and their enclosure. The aviary will provide viewing opportunities unique within the Zoo.



VIEW ALONG TRAIL

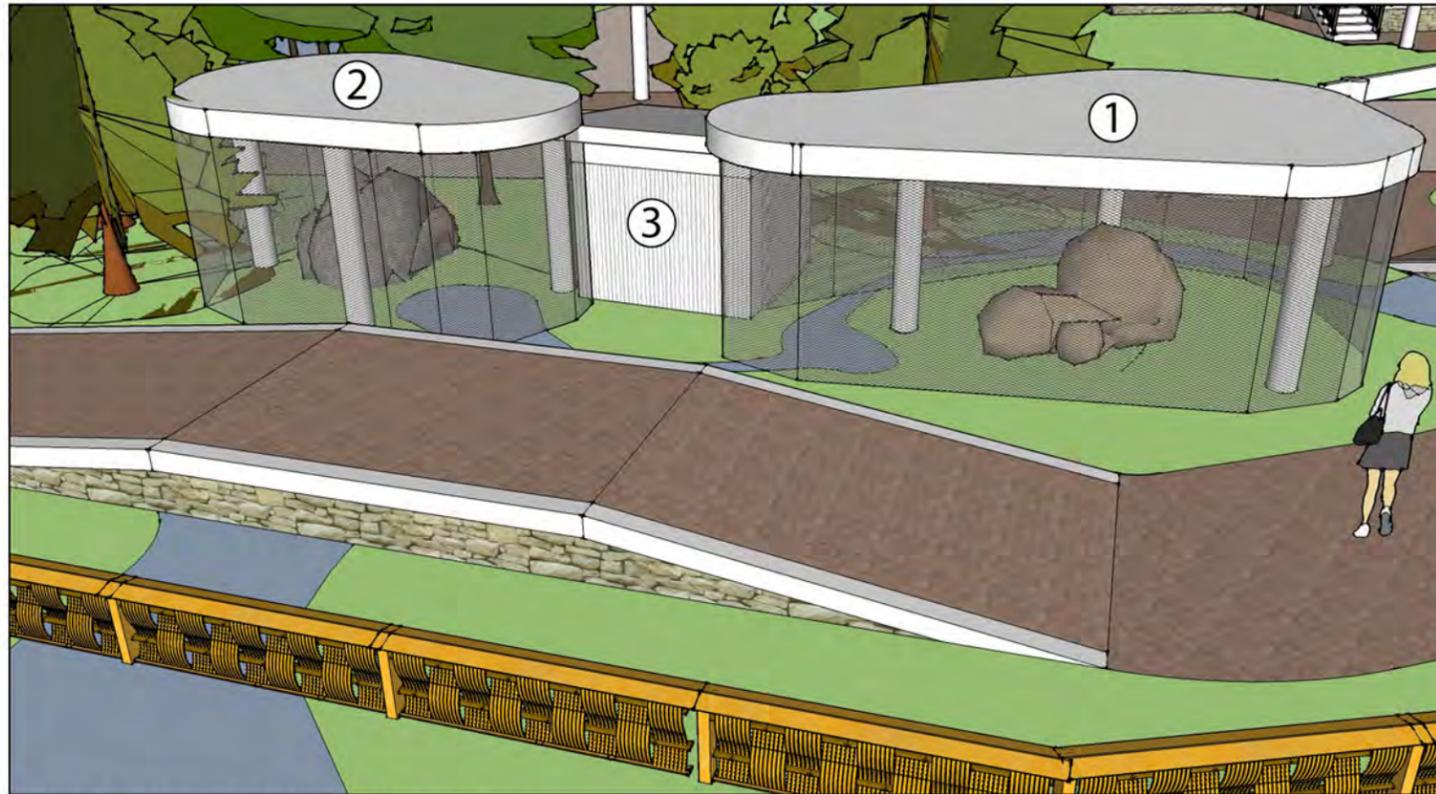


DISCOVER AUSTRALIA AERIAL SITE PLAN

- | | |
|--------------|------------------|
| ① Wallaby | ⑤ Cockatoo |
| ② Aviary | ⑥ Gift Shop |
| ③ Black Swan | ⑦ Animal Holding |
| ④ Kookabura | |



Discover Australia - Kookaburra / Black Swan



VIEW OF KOOKABURRA AND BLACK SWAN AVIARYS



KOOKABURRA

Kookaburra ②

Kookaburras are native to woodlands and open forests in Australia, where they perch in large trees and nest in cavities of tree trunks and branches. They keep the same territory year-round, and family groups gather together to announce the boundaries with their distinctive calls. Laughing kookaburras also have different, shorter calls used for finding others, courtship, raising an alarm, showing aggression, and begging for food. The laughing kookaburra is the largest member of the kingfisher family and was once called the giant kingfisher.

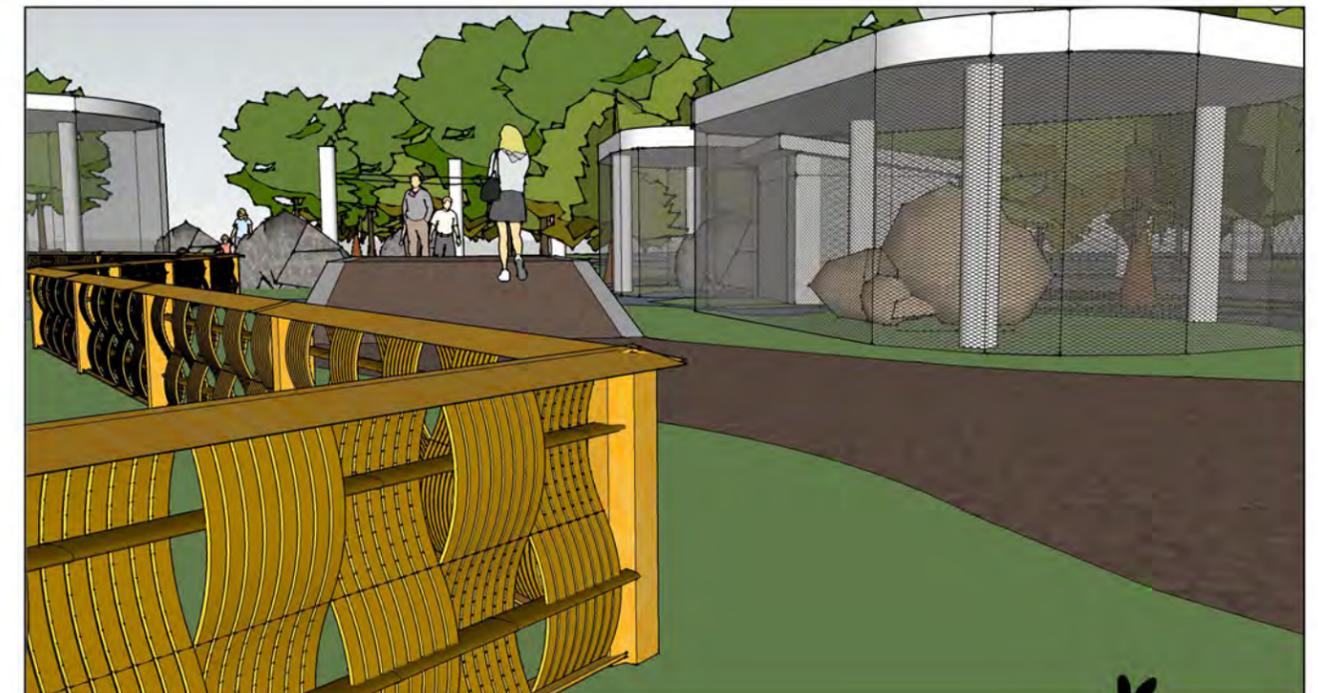
③ Animal Holding



BLACK SWAN

Black Swan ①

- Black swans are a large species of water fowl. They are mostly black and have red bills. They appear entirely black, however their flight feathers are white.
- They are from Southern Australia, but they are also very popular in other parts of the world as ornamental birds.
- They have very long necks that are 'S' shaped. Their necks contain 22-25 vertebrae, humans and many mammals only have 7.
- The black swan's role in Australian culture extends to the first founding of the colonies in the eighteenth century. The black swan is featured on the flag, and is both the state bird and state emblem of Western Australia; it also appears in the Coat of Arms and other iconography of the state's institutions.



VIEW OF AVIARY



Master Plan Enlargement - Pavilions



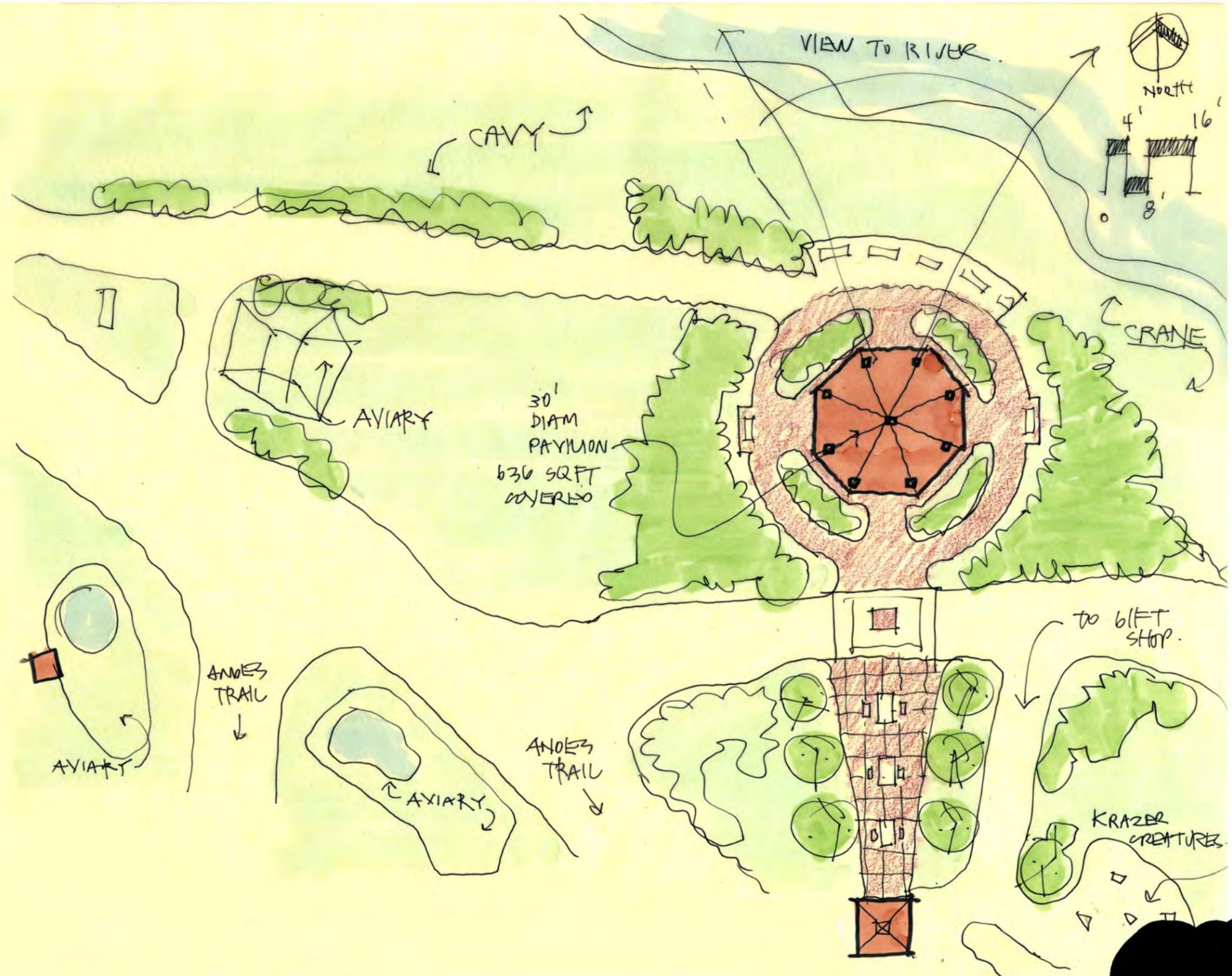
PRECEDENT 1



PRECEDENT 2



PRECEDENT 3



Implementation & Future Challenges

IMPLEMENTATION ELEMENTS	FUTURE CHALLENGES
DISCOVER AUSTRALIA: FUNDED THROUGH DELMARVA ZOOLOGICAL SOCIETY	NOT FUNDED
<ul style="list-style-type: none"> • FINALIZE PATHWAY AND EXHIBIT COMPONENTS LAYOUT • RECONFIGURE WALLABY YARD • CONSTRUCT AVIARY IMPROVEMENTS • CONSTRUCT LANDSCAPE IMPROVEMENTS AND STATIC EXHIBIT 	<ul style="list-style-type: none"> • REFINE ADJACENCIES AND INTEGRATION INTO CITY PARK AND OTHER CITY ELEMENTS • EVALUATE PARKING AND PARKING OPTIONS <ul style="list-style-type: none"> ◦ DAILY USE ◦ SPECIAL EVENTS
MORGAN VISITORS CENTER: FUNDED THROUGH DELMARVA ZOOLOGICAL SOCIETY	<ul style="list-style-type: none"> • REPLACE CURRENT ADMINISTRATIVE FACILITIES • OPTIONS FOR FUTURE GROWTH.
<ul style="list-style-type: none"> • FINALIZE PROJECT SITE LAYOUT • DEVELOP SPECIFICATIONS, CONSTRUCTION DOCUMENTS, AND BID PROJECT COMPONENTS • CONSTRUCT BUILDING SHELL • CONSTRUCT DOCENT FACILITIES • CONSTRUCT COLLECTION SPACE AND EXHIBITS 	
SPECIAL EVENT PAVILION: NOT FUNDED	
<ul style="list-style-type: none"> • DEVELOP BUSINESS PLAN 	



Office of Community Development

MEMO

To: Tom Stevenson

From: Deborah Stam

Subject: Ordinances to Amend the Salisbury City Code to Amend the Definition and Requirements of Functional Family in Consideration of Disabled Individuals.

Date: December 2, 2015

During the completion of the City's 2014 Analysis of Impediments to Fair Housing (AI), it was determined by the consultant that it would be beneficial for us to make some minor changes to the City's Zoning Ordinance / Zoning Code in order to clarify our commitment to fair housing. These changes involve additional language that should be added to the "Definitions" section of the Zoning Code. It is my understanding that the Mayor's Office will be sponsoring this legislation.

These proposed changes have been reviewed by Jack Lenox, Director of Planning, Zoning & Community Development, and Mark Tilghman, City Attorney. Mr. Tilghman has created the attached ordinances to amend Chapter 15.24.1620 and Chapter 17.04.120 of the Salisbury City Code to amend the definition and requirements of 'Functional Family'.

As these Ordinances represent a change to the City's Zoning Code, they were required to be approved by the Salisbury - Wicomico County Planning and Zoning Commission. At the Planning and Zoning Commission meeting conducted on November 19, 2015, the ordinances were discussed and a Public Hearing for the text amendment was held. No objections were received during the public hearing, and the text amendment was approved by the Commission.

Please forward these documents to the City Council so that this item may be placed on the agenda for first reading at the Council meeting on December 14, 2015, and for second reading and passage at the Council meeting on December 28, 2015.


Deborah J. Stam
Community Development Director

Attachments

CC: Julia Glanz
Ginny Hussey
Jack Lenox
Gloria Smith

26 a “functional family” exists. Each of the following criteria shall be met:

- 27 A. Share a permanent personal bond and commitment to one another;
- 28 B. Not dependent upon or supported by someone who does not maintain legal
29 domicile at the particular dwelling unit and reside therein (not including
30 any alimony or child support payments made to or for the benefit of any
31 members of the group);
- 32 C. Maintain legal domicile at the particular dwelling unit;
- 33 D. Share a single household budget;
- 34 E. Share in the repair and maintenance of the dwelling unit and its grounds, if
35 any;
- 36 F. Prepare and eat meals together on a regular basis;
- 37 G. Share in legal ownership or tenancy of the dwelling unit, as evidenced on a
38 deed or lease.

39 2. In the case of an application by persons who are disabled pursuant to the terms of
40 the Americans with Disability Act, the Department of Neighborhood Services and Code
41 Compliance shall make a determination of whether a “functional family” exists under
42 15.24.1620(1). When making that determination, the Department of Neighborhood
43 Services and Code Compliance shall make any necessary and reasonable
44 accommodations, including the modification of conditions required by subsection (1) of
45 this section and the allowance of more than four unrelated individuals in the same
46 household, when necessary to comply with applicable federal and state laws regarding
47 fair housing and persons with disabilities.

48

49 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY COUNCIL OF
50 THE CITY OF SALISBURY, MARYLAND, that the Ordinance shall take effect upon
51 final passage.

52

53

54 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of

55 Salisbury held on the _____ day of _____, 2015 and thereafter, a statement of the

56 substance of the ordinance having been published as required by law, in the meantime,

57 was finally passed by the Council on the _____ day of _____, 2015.

58

59 ATTEST:

60

61

62 _____

63 _____

64 Kimberly R. Nichols, City Clerk

65

66

67

68 Approved by me, this _____

69

70 day of _____, 2015.

71

72

73

74 _____

75 Jacob R. Dayames Ireton, Jr., Mayor

76

-~~John R. Heath~~acob R. Day, City
Council President

26 15.24.1620(1) as a “functional family.” and
27 2. A group of four or more disabled persons (as defined by the Americans
28 with Disability Act), who are approved by the Department of Neighborhood Services and
29 Code Compliance pursuant to Section 15.24.1620(2).

30

31 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY COUNCIL OF
32 THE CITY OF SALISBURY, MARYLAND, that the Ordinance shall take effect upon
33 final passage.

34

35

36 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
37 Salisbury held on the _____ day of _____, 2015 and thereafter, a statement of
38 the substance of the ordinance having been published as required by law, in the
39 meantime, was finally passed by the Council on the _____ day of _____, 2015.

40

41 ATTEST:

42

43

44

45 _____
46 Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

46

47

48 Approved by me, this _____

49

50 day of _____, 2015.

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55 _____
56 Jacob R. Day, Mayor

56