

SALISBURY CITY COUNCIL WORK SESSION AGENDA

AUGUST 3, 2020 ZOOM MEETING

4:30 p.m.	Presentation- Certificate of Appreciation
4:35 p.m.	Resolution to expand Disability Advisory Committee membership from seven to nine members- City Administrator Julia Glanz
4:40 p.m.	Comprehensive Connection Charges Waiver for development in Downtown area- Department of Infrastructure and Development (DID) Director Amanda Pollack
4:55 p.m.	The Ross easements- DID Director Amanda Pollack
5:10 p.m.	Police Department Restructuring- Colonel Dave Meienschein
5:30 p.m.	Charter Changes: City Clerk, Deputy City Administrator, Competitive Bidding and Lease Terms- City Administrator Julia Glanz and Procurement Director Jennifer Miller
5:45 p.m.	Ordinance to allow Electronic Meeting participation- City Administrator Julia Glanz
5:50 p.m.	Donation of turkey deli meat from Perdue Farms for employee food pantry- Deputy City Administrator Andy Kitzrow
5:55 p.m.	Council remarks

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).

Join Zoom Meeting

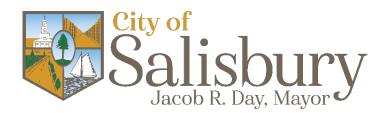
https://us02web.zoom.us/j/5362772908

Meeting ID: 536 277 2908

One tap mobile
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+13126266799,,5362772908# US (Chicago)
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Posted: 7/31/20

6:00 p.m. Adjournment



To: City Council

From: Julia Glanz, City Administrator

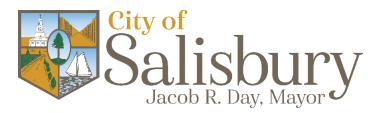
Subject: Increasing the Disability Advisory Committee from 7 to 9 Members

Date: July 30, 2020

Over the last few years the Disability Advisory Committee (DAC) the membership has been incredibly strong and consistent. Through strong Committee leadership the DAC is advocating on behalf of all peoples in Salisbury and within our own government, and they have exciting plans for how to continue to engage the community further. Due to their strong work there is increased demand for full membership participation from those in our community. While there is no standard among our Boards and Commissions on the amount of members, we do not want them to get too large where they become ineffective. Increasing the DAC from seven to nine members is still a manageable size and will allow for greater diversity and perspective so that all voices in our community can be heard.

Please let me know if you have any questions.

		RESOLUTION	NO.
MARYLA		ND THE NUMBER (OF THE CITY OF SALISBURY, OF MEMBERS ON THE MAYOR'S
		ctober 1, 1991 the Ma ity Advisory Committee	ayor and Council adopted a resolution e; and
	,	uary 13, 1997 the Mayed from five members t	or and Council adopted a resolution that to seven; and
ways in wl	_	•	ee is to provide advice to the Mayor on s and services to people with disabilities
enhanced	if its membersh	nip was a greater dive	sability Advisory Committee would be ersified representation of the disabled hallenges faced by the disabled;
Salisbury, be expande	Maryland that th	ne membership of the Nembers to nine, with ea	D by the City Council of the City of Mayor's Disability Advisory Committee ach of the new members to be appointed
Council of			nced and duly passed at a meeting of the n, 2020, and is to become
ATTEST:			
Kimberly CITY CLF			John R. Heath PRESIDENT, City Council
APPROVI	ED BY ME THIS	S	
	day of	, 2020	
	z, City Administr		



To: Julia Glanz, City Administrator

From: Amanda Pollack, P.E., Director of Infrastructure and Development

Date: July 13, 2020

Re: Comprehensive Connection Charges Waiver for development in Downtown area

Per discussions at the June 2020 work sessions, the code provides for an EDU Incentive Area to reduce the capacity fees for eligible development and redevelopment in the Downtown Development District, the Central Business District, the Riverfront Redevelopment Area and the Enterprise Zone. The program had a bank of 300 EDUs and there are only 28.46 EDUs remaining through this program. For reference, the criteria for this program is attached as Exhibit A.

Council requested consideration for a new program to promote the goals of growth in the Downtown area. Attached is an Ordinance to provide a new section of code with an incentive program to waive the Comprehensive Connection Charges in the Central Business District and Riverfront Redevelopment Area. The proposed code includes the following criteria:

- 1. The project location is within either the Central Business Zoning District or the Riverfront Redevelopment Zoning District.
- 2. The project constitutes new development or revitalization of an existing building.
- 3. The project does not receive a capacity fee waiver for public sponsored or affordable housing.
- 4. The project complies, or will comply, with all applicable zoning and building code criteria, stormwater management code and all requirements of the Salisbury Historic District Commission.
- 5. The project is identified in the Envision Salisbury Master Plan adopted via resolution no. 2600 dated March 17, 2016 or the project meets the objectives identified in the Plan.
- 6. The project provides a public benefit by constructing bicycle infrastructure, sections of the Urban Greenway, Riverwalk and/or Rail Trail, public street-scaping elements, or public amenities; or the project exceeds stormwater requirements; or the project utilizes sustainable or green building practices.

Waiver requests will be reviewed by the Department of Infrastructure and Development before sending to the Mayor and Administration for review. Waiver request will be presented to Council for approval. The proposed fee waivers would be valid for two years. There is an option to extend the waiver for two one-year terms.

Unless you have further guestions, please forward a copy of the memo and Ordinance to the City Council.

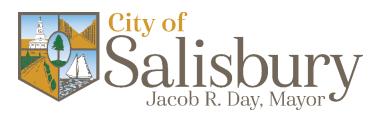


Exhibit A: Existing Code

13.04.110 - EDU Incentive Area.

A. An equivalent dwelling unit (EDU) incentive area is established for a period of five years from the date of final passage of the ordinance. The incentive shall be reevaluated prior to the end of the five-year period. Three hundred (300) EDUs are hereby reallocated from the former Linens of the Week property for use in the EDU incentive area.

- B. A developer may submit written documentation to the Director of Infrastructure and Development to establish eligibility for a project within the EDU incentive area if the project meets all of the following criteria:
 - 1. The project location is within one or more of the following areas: Central Business Zoning District; Riverfront Redevelopment Zoning District #1; Riverfront Redevelopment Zoning District #2: Enterprise Zone.
 - 2. The project within an above referenced downtown zoning district constitutes new development or revitalization of an existing building; or a project outside a referenced district but within an enterprise zone which constitutes revitalization of an existing building.
 - 3. The project does not receive a capacity fee waiver for public sponsored or affordable housing.
 - 4. The project complies, or will comply, with all applicable zoning and building code criteria, as confirmed by the Director of Infrastructure and Development.
 - 5. The project complies, or will comply, with all requirements of the Salisbury Historic District Commission, if applicable, as confirmed by the Director of the Housing and Community Development Department.
 - 6. The project is consistent with the adopted comprehensive plan of the city, as confirmed by the City Planner.
 - 7. The project is consistent with the city sustainable community plan, on file with the Maryland Department of Housing and Community Development (DHCD), as confirmed by the director of community development. Particular attention is to be given to the following action plan elements: Supporting existing communities and reducing environmental impacts: Valuing communities and neighborhoods building upon assets creating and/or enhancing amenities: Enhancing economic competitiveness.
 - 8. The project is consistent with one or more of the following benchmark objectives of a plan for transformation (2012): Increase the number of permanent, living wage jobs in the city; increase the number of downtown housing units and the associated resident population; increase the amount of commercial square footage in the city; effectively remove twenty-five (25) percent of the impervious surface area in the downtown area without reducing existing building footprints.

 goals; and

WHEREAS, the City seeks to encourage development and redevelopment in Downtown Salisbury, specifically the Central Business District and Riverfront Redevelopment Area; and

WHEREAS, the City seeks to partner with developers to improve public amenities such as the Riverwalk, Urban Greenway, Bicycle Network and other public spaces; and

WHEREAS, the EDU Incentive Area established via Ordinance No. 2258 is nearing completion; and

WHEREAS, the Director of the Infrastructure and Development Department has discussed the impending completion of the EDU Incentive Area with the City Council at work sessions on June 1, 2020, June 15, 2020 and July 6, 2020.

NOW, THERFORE, be it enacted and ordained by the City of Salisbury, that Chapter 13.04 of the City of Salisbury Municipal Code be amended as follows:

13.04.120 – Comprehensive Connection Charge Waiver.

- A. A developer may submit written documentation to the Director of Infrastructure and Development to establish eligibility for a project to receive a Comprehensive Connection Charge Waiver if the project meets all of the following criteria:
 - 1. The project location is within either the Central Business Zoning District or the Riverfront Redevelopment Zoning District.
 - 2. The project constitutes new development or revitalization of an existing building.
 - 3. The project does not receive a capacity fee waiver for public sponsored or affordable housing.
 - 4. The project complies, or will comply, with all applicable zoning and building code criteria, stormwater management code and all requirements of the Salisbury Historic District Commission, if applicable, as confirmed by the Director of Infrastructure and Development.
 - 5. The project is identified in the Envision Salisbury Master Plan adopted via Resolution No. 2600 dated March 17, 2016, as amended, or the project meets the objectives identified in the Plan.
 - 6. The project provides a public benefit by constructing bicycle infrastructure, sections of the Urban Greenway, Riverwalk and/or Rail Trail, public street-scaping elements, or public amenities; or the project exceeds stormwater minimum requirements; or the project utilizes sustainable or green building practices.

- B. If eligible, the developer shall comply with the following requirements and submit the required documentation to the Director of Infrastructure and Development.
 - Written requests for Comprehensive Connection Charge Waivers will be submitted to the Director of Infrastructure and Development for review and to make an eligibility determination. The written request shall identify the specific eligibility criteria for the project. After review and upon a favorable recommendation, the Department of Infrastructure and Development shall submit allocation requests from qualified applicants to the Mayor for approval. With the Mayor's approval, a resolution will be forwarded to City Council for its approval.
 - The resolution for each property will specify that the Comprehensive Connection Charge Waiver is valid for two years, with the option to extend the waiver for two one-year terms if approved in writing by the Director of Infrastructure and Development prior to expiration of the term. The Director of Infrastructure and Development may refuse to grant a requested extension if the Director of Infrastructure and Development finds that the property owner is not making good faith efforts to complete the project.
 - The two-year waiver begins to run from the time of the signing of the resolution awarding the waiver.
 - The waiver is assigned to a project and to the property on which the project is located, and cannot be transferred by the recipient.

Explanation:

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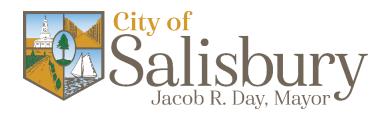
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ITALICIZED PRINT INDICATES MATERIAL ADDED TO EXISTING LAW.

Deleted material from the existing Code is indicated by bold double bracketed [[]] language.

AND BE IT FURTHER ORDAINED AND ENACTED BY THE CITY OF SALISBURY, MARYLAND, that this ordinance shall take effect immediately upon adoption.

76	THIS ORDINANCE was intr	roduced and read at a meeting of the Council of the City of
77	Salisbury held on this day of	2020, and thereafter, a statement of the
78		been published as required by law, was finally passed by the
79	Council on the day of	, 2020.
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81	ATTEST:	
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84	Kimberly R. Nichols	John R. Heath
85	CITY CLERK	PRESIDENT, City Council
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87	APPROVED BY ME THIS	_ day of, 2020
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89		_
90	Julia Glanz, City Administrator,	
91	for and with the authorization of Jaco	ob R. Day, Mayor



To: Julia Glanz, City Administrator

From: Amanda Pollack, P.E., Director of Infrastructure and Development

Date: July 17, 2020

Re: Resolution – The Ross Temporary Construction and Permanent Maintenance Easements

First Move Properties, LLC, the developer of 130/132/144 East Main Street, is seeking a Temporary Construction Easement and Ongoing Maintenance Easement for the alley between 130/132 East Main Street and the Parking Garage. The Temporary Construction Easement will be to allow for the construction of the walking bridge between the new building known as The Ross Building to connect to the top floor of the parking garage. The Permanent Easement will be for maintenance of the walking bridge.

The attached easement describes the City owned property that will be subject to the easement and provides exhibits of the impacted area.

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

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZIN TEMPORARY CONSTRUCTION EASEMENT AND ONGOING MAINTENANCE EASEM AND TO GRANT A DEED OF EASEMENT TO FIRST MOVE PROPERTIES, LLC. WHEREAS, First Move Properties, LLC intends to improve properties it owns located a East Main Street, 132 East Main Street and 144 East Main Street in the Central Business District WHEREAS, First Move Properties, LLC requires easements across real property owned b City of Salisbury in order to improve the properties identified as 130 E. Main Street and 132 E. Street, City of Salisbury, to create a walkway from the property to the City of Salisbury parking ga and WHEREAS, the attached Deed of Easement and the attached Temporary Constru Easement and Ongoing Maintenance Easement detail the aforementioned easement areas agreement between the City of Salisbury and First Move Properties, LLC. NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CIT' SALISBURY, MARYLAND, that the Mayor is authorized to negotiate, sign and enter in easements with First Move Properties, LLC that are substantially similar to the attached Temp Construction and Ongoing Maintenance Easement and Deed of Easement, with such other term conditions as required by the City Solicitor. THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury on, 2020, and is to become effective immediately upon adoption. Kimberly R. Nichols, City Clerk John R. Heath, President Salisbury City Council APPROVED BY ME THIS:	R	RESOLUTION No	
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WHEREAS, the attached Deed of Easement and the attached Temporary Construction agreement between the City of Salisbury and First Move Properties, LLC. NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY SALISBURY, MARYLAND, that the Mayor is authorized to negotiate, sign and enter in easements with First Move Properties, LLC that are substantially similar to the attached Temp Construction and Ongoing Maintenance Easement and Deed of Easement, with such other term conditions as required by the City Solicitor. THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury on, 2020, and is to become effective immediately upon adoption. Kimberly R. Nichols, City Clerk John R. Heath, President Salisbury City Council APPROVED BY ME THIS:, 2020	City of Salisbury in order to improve the p Street, City of Salisbury, to create a walkw	properties identified as 130 E. Main Street and 132 E. Ma	in
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ATTEST: Comparison of Compa			ld
Kimberly R. Nichols, City Clerk John R. Heath, President Salisbury City Council APPROVED BY ME THIS: day of, 2020	ATTEST:		
APPROVED BY ME THIS: day of, 2020	Kimberly R. Nichols, City Clerk	· · · · · · · · · · · · · · · · · · ·	
day of, 2020	APPROVED BY ME THIS:		
	day of, 2020		
Jacob R. Day, Mayor			

TEMPORARY CONSTRUCTION EASEMENT AND ONGOING MAINTENANCE EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND ONGOING MAINTENANCE EASEMENT ("Easement"), is made this ___ day of _____, 2020, by THE CITY OF SALISBURY, a municipal corporation of the State of Maryland (hereinafter referred to as "Grantor"), and FIRST MOVE PROPERTIES, LLC, a Maryland limited liability company (hereinafter referred to as "Grantee") (Grantor and Grantee are hereinafter referred to collectively as the "Parties").

RECITALS

WHEREAS, Grantor is the owner of all that certain lot, piece and parcel of land situate in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 0881, and being described as "61,979 SQ FT NS CIRCLE AVE CITY OF SALISBURY," consisting of 61,979 square feet of land, more or less (said lot, piece and parcel of land owned by Grantor is hereinafter referred to as "Parcel 881");

WHEREAS, Grantor is the owner of all that certain lot, piece and parcel of land situate in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 0880, and being described as "L-18, 151 SQ FT 115-117 MARKET ST CITY OF SALISBURY," consisting of 18,151 square feet of land, more or less (said lot, piece and parcel of land owned by Grantor is hereinafter referred to as "Parcel 880") (Parcel 881 and Parcel 880 are hereinafter referred to collectively as the "City Property");

WHEREAS, the City Property is improved by a four-story structure, consisting of approximately 189,572+/- square feet of floor space, constructed, operated and maintained by Grantor as a parking garage for purposes of providing parking to the general public (the "**Downtown Parking Garage**");

WHEREAS, there exists a public right-of-way extending East from Baptist Street and running Westerly behind the properties situate on East Main Street to the North, known as 144 E. Main Street and 132 E. Main Street through 116 E. Main Street (the "Alleyway");

WHEREAS, Grantor and Grantee are aware of third-parties with possible private rights to the use of said Alleyway and Grantee has secured the written permission of the third-parties for Grantee's proposed use of the Alleyway;

WHEREAS, Grantee is the owner of all that certain lot, piece and parcel of land situate in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 856, and being described as "L-40X110 132-134 E MAIN ST CITY OF SALISBURY," being in all respects the same property conveyed by George H. White and Deborah W. Poole unto Grantee, by Deed dated March 1, 2018 and recorded among the Land Records of Wicomico County, Maryland in Liber 4296, folio 283 (hereinafter referred to as "Parcel 856");

WHEREAS, Grantee is the owner of all that certain lot, piece and parcel of land situate in the City of Salisbury, Parsons Election District, Wicomico County, State of Maryland identified as Map 0107, Grid 0015, Parcel 855, described as "3,300 SQFT 130A-130 E. MAIN ST CITY OF

SALISBURY," and being in all respects the same property conveyed by Livingston Holdings, LLC unto Grantee, by Deed dated February 6, 2019 and recorded among the Land Records of Wicomico County, Maryland in Liber 4430, folio 483 (hereinafter referred to as "Parcel 855") (Parcel 856 and Parcel 855 are hereinafter referred to collectively as the "FMP Property");

WHEREAS, Grantee plans to redevelop the FMP Property by constructing a twelve-story, approximately one hundred sixty-five feet (165'+/-) tall, building thereon, which, when completed, will consist of commercial retail spaces on the first floor, fifty-nine (59) luxury-style apartments on the second through eleventh floors, and an event space on the twelfth floor (the said twelve-story building Grantee plans to construct at the FMP Property is hereinafter referred to as the "Ross Building");

WHEREAS, in connection with its development and construction of the Ross Building, Grantee plans to construct and install an aerial pedestrian walkway, extending across certain portions of the Alleyway and connecting the Northeasterly corner of the fourth level of the Downtown Parking Garage with the Southerly side of the fourth floor of the Ross Building (the "Aerial Walkway") (the area of land over which and airspace through which the Aerial Walkway will extend to connect the fourth level of the Downtown Parking Garage to the fourth floor of the Ross Building, as aforesaid, is described herein and depicted in **Exhibit A** attached hereto and incorporated herein);

WHEREAS, for purposes of Grantee's construction and installation of the Aerial Walkway as aforesaid, Grantee requires access to the Downtown Parking Garage and the Alleyway during the period of Grantee's construction of the Aerial Walkway and from time to time thereafter to perform its obligations hereunder;

WHEREAS, in accordance with the terms and conditions set forth herein, Grantor desires to grant and convey unto Grantee an ongoing and non-exclusive easement over and through all that land and airspace described herein and depicted in **Exhibit A** attached hereto and incorporated herein, for the purposes herein contained;

WHEREAS, in accordance with the terms and conditions set forth herein, Grantor further desires to grant and convey unto Grantee, for the purposes herein contained, a temporary, non-exclusive easement over, under, in, along and across all that land described herein and depicted in **Exhibit B** attached hereto and incorporated herein.

- **NOW, THEREFORE**, in consideration of the mutual covenants, agreements and obligations of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the Parties, Grantor and Grantee, for themselves and their respective successors and assigns, do hereby covenant and agree as follows:
- 1. Grant of Temporary Construction Easement. Grantor, for itself and for its successors and assigns, hereby grants and conveys unto Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") for ingress, egress and regress over, under, in, upon, along and across all that property consisting of certain portions of the City Property, including such portions of the Downtown Parking Garage located thereon, and such portions of the Alleyway as are described herein and depicted in Exhibit B attached hereto and incorporated herein (the property described in Exhibit B is hereinafter referred

to as the "**Temporary Construction Easement Area**"), for Grantee's use in connection with Grantee's construction and installation of the Aerial Walkway.

- 2. <u>Term of Temporary Construction Easement</u>. The term of the Temporary Construction Easement shall commence as of the date of this Easement (the "Construction Commencement Date"). Unless relinquished sooner by Grantee, the term of the Temporary Construction Easement shall commence on the Construction Commencement Date and shall continue, without interruption, through and until such time as Grantee secures a Certificate of Occupancy for the Ross Building planned for construction at the FMP Property.
- 3. Grant of Easement. To the extent of any right, title and interest it may have and with respect to such portions of the Downtown Parking Garage as are necessary to the installation of the Aerial Walkway, Grantor does hereby grant, convey, transfer and deliver unto Grantee an ongoing and non-exclusive easement (the "Ongoing Easement") in, to, upon, through, along and across all that area of land and airspace through which the Aerial Walkway will extend as described herein and depicted in Exhibit A attached hereto and incorporated herein (the property described in Exhibit A is hereinafter referred to as the "Ongoing Easement Area"), for Grantee's use, operation and maintenance of the Aerial Walkway.
- 4. <u>Term of Ongoing Easement.</u> The term of the Ongoing Easement shall begin as of the Construction Commencement Date and, thereafter, shall continue for so long as the Downtown Parking Garage is maintained on the City Property and so long as Grantee utilizes and maintains the Aerial Walkway to the Downtown Parking Garage described herein. Grantor shall provide Grantee with written notice, specifying Grantor's intent to no longer maintain the Downtown Parking Garage on the City Property, no less than two hundred seventy (270) days prior to Grantor taking any such action with respect to the Downtown Parking Garage. Upon the Construction Commencement Date, and unless and until the Ongoing Easement is terminated pursuant to this Section 4, the Ongoing Easement shall run with the City Property and the FMP Property and shall inure to the benefit of Grantee, its successors and assigns.

5. Construction of Improvements.

- (a) In connection with its use of the Temporary Construction Easement Area and Ongoing Easement Area, Grantee shall:
 - (i) Obtain any and all permits which are required before using any portion of the Temporary Construction Easement Area and/or the Ongoing Easement Area in connection with Grantee's development and/or construction of the Ross Building, including Grantee's construction and/or installation of the Aerial Walkway;
 - (ii) Construct and maintain all improvements within the Ongoing Easement Area in compliance with all applicable laws, regulations and/or ordinances of each governmental agency having jurisdiction over the construction and/or use of any improvements constructed and/or installed by Grantee upon or within the Ongoing Easement Area. Any improvements constructed by Grantee within the Ongoing Easement Area, including, but not limited to, the Aerial Walkway, shall be maintained by Grantee in good condition, both as to safety and appearance, and the maintenance of all such

improvements shall be performed by Grantee in a manner so as to not interfere with the use, maintenance or operation of the Alleyway located below the horizontal bottom of the Ongoing Easement Area, except that Grantee shall have the right, upon reasonable notice to Grantor, to occupy the Alleyway for purposes of performing its maintenance obligations hereunder. If, in the reasonable judgment of Grantor, the use or operation of the Alleyway may be interfered with or jeopardized as a result of Grantee's failure to perform its maintenance obligations hereunder, Grantor may, but shall not be obligated to, enter onto the Ongoing Easement Area and perform such work as may be reasonably necessary in order to perform Grantee's duties and obligations under this Section 5(a)(ii); in which case, Grantee shall, upon the written request of Grantor, promptly reimburse Grantor for any and all reasonable expenses Grantor may incur in its performance of any of Grantee's duties and obligations contained in this Section 5(a)(ii), and Grantor shall provide Grantee with reasonable documentation evidencing all such reasonable expenses incurred by Grantor;

- (iii) For itself and for its successors, representatives, agents and assigns, Grantee expressly agrees it shall not place any improvements or fixtures on, or conduct any activity within, the Ongoing Easement Area which will unreasonably interfere with Grantor's and/or the general public's use or enjoyment of the Alleyway with respect to that certain area located above or below the area through which the Aerial Walkway will extend (as described herein and depicted in **Exhibit A**); and
- (iv) For itself and for its successors, representatives, agents and assigns, Grantee expressly agrees it shall not store or discharge, or allow the storage or discharge of, any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials or waste within the Temporary Construction Easement Area and/or the Ongoing Easement Area.
- (b) Renovation or Rebuilding of Downtown Parking Garage. In the event that the Grantor determines, within its sole discretion, that the Downtown Parking Garage must be renovated (including tearing down and rebuilding) or be expanded, the Grantor will re-connect the Aerial Walkway to the repaired or replaced garage. Subject to the written notice required from Grantor under Section 4, if the Downtown Parking Garage ceases to exist in sufficiently close proximity to the FMP Property such that the currently planned Aerial Walkway cannot reasonably be utilized, the Grantor's obligations herein shall cease and this Easement will terminate.

6. <u>Indemnification and Insurance</u>.

- (a) Grantee hereby expressly acknowledges and agrees to defend, indemnify and hold harmless Grantor, and all of Grantor's elected officials, appointed officials, employees, representatives, agents and contractors (for purposes of this Section 6, such persons are hereinafter referred to collectively as "Indemnitees"), from and against:
 - (i) Any and all claims by any person, firm or entity for labor, services, materials or supplies provided in connection with the construction, installation and/or maintenance of any improvement constructed and/or installed at, upon or within the Temporary Construction Easement Area and/or the Ongoing Easement Area in connection with Grantee's construction of the Ross Building, including Grantee's construction and/or installation of the Aerial Walkway; and
 - (ii) Any and all claims, liabilities, damages, losses, judgments, fines, penalties, suits, proceedings, actions, causes of action, costs and expenses, including the reasonable attorneys' fees incurred by such Indemnitee(s), arising from, relating to or in connection with: (A) Grantee's use and/or occupancy of the Temporary Construction Easement Area; and/or, (B) Grantee's use of the Ongoing Easement Area, the conduct or operation of Grantee's business on or within the Ongoing Easement Area, or any activity, work, or other things done, permitted or suffered by Grantee in or upon the Ongoing Easement Area, including Grantee's construction, use and/or installation of the Aerial Walkway thereon.
- Grantee shall obtain and keep in full force and effect, until construction of **(b)** the Ross Building is completed (including the construction and/or installation of the Aerial Walkway), a single policy of builders' risk insurance, effective as of the Construction Commencement Date, naming Grantor as an additional covered insured thereunder, with policy limits of not less than the full replacement cost of all insurable components of the improvements to be constructed and/or installed by Grantee on or within the Temporary Construction Easement Area and/or the Ongoing Easement Area in connection with Grantee's construction of the Ross Building, including Grantee's construction and/or installation of the Aerial Walkway. Grantee's obligation to maintain a policy of builder's risk insurance under this Section 6(b) shall terminate as of the date on which Grantee secures a Certificate of Occupancy for the Ross Building. Furthermore, Grantee, for itself and for it successors and assigns, agrees to obtain and maintain a policy or policies of general public liability insurance, including broad form endorsements, on an occurrence basis, naming Grantor as an additional covered insured thereunder, with combined policy limits of not less than Five Hundred Thousand Dollars (\$500,000) for injuries, including accidental death, to any one person, and subject to the same limit for each person, not less than One Million Dollars (\$1,000,000) for any one accident involving two or more persons; and property damage liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for any one accident and not less than One Million Dollars (\$1,000,000) in the aggregate with respect to any improvements constructed, installed and/or maintained by Grantee within the Ongoing Easement Area. Grantee shall provide Grantor with a certificate of such insurance policy(ies) issued by a company authorized to do business in Maryland naming Grantor

as an additional insured thereunder, with a right to not less than thirty (30) days written notice of cancellation or non-renewal of any such insurance policy(ies).

(c) The requirements of Grantee set forth in Sections (6)(a)-(b) shall run with the ownership of the FMP Property and be binding upon Grantee's successors and assigns, so long as Grantee, or its successors or assigns, continue to occupy or use the Ongoing Easement Area.

7. Non-Appropriation.

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year, any unbudgeted expenses required of the Grantor as a result of this Easement shall terminate on the last day for which an appropriation was received by the Grantor for such expenses, without penalty or expense to the Grantor.

8. Miscellaneous.

- (a) Authority. Each party represents and warrants to the other party that it: (i) has the full right, power and authority to execute this Easement; (ii) the execution and delivery of this Easement and the performance of its obligations hereunder are not prohibited by or in breach of, and the provisions hereof do not conflict with, any other agreement, mortgage, contract or other instrument or document to which it is a party or by which it is otherwise bound; and, (iii) there are no legal requirements imposed upon it which prohibit or limit the execution and delivery of this Easement and the performance of its obligations hereunder.
- **(b) Waiver-Amendments.** Any of the terms or conditions contained in this Easement may be waived but only in writing by the party which is entitled to the benefit thereof, and this Easement may be amended or modified in whole or in part only by an agreement in writing executed by all of the Parties. Each and every right, remedy and power granted to a party under this Easement or allowed by law shall be cumulative and not exclusive of any other.
- (c) Completion of the FMP Project by Grantee. Notwithstanding any term to the contrary set forth herein, in the event Grantee, its successors or assigns, fails or otherwise refuses to secure a Certificate of Occupancy for the Ross Building within three (3) years from the date hereof, this Easement, including the Temporary Construction Easement, the Ongoing Easement and all rights granted unto Grantee hereunder, shall terminate and be of no force and effect, unless otherwise agreed to in writing by the Parties.
- (d) Severability. If any term of this Easement or any application thereof is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Easement shall remain in full force and effect. Any provision of this Easement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.
- (e) Binding Nature of Easement; Run with the Land. All covenants, obligations and benefits set forth in this Easement shall run with the City Property, the Alleyway, and the FMP Property and shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

- (f) Entire Agreement. This Easement, including all exhibits attached hereto, constitutes the entire agreement and understanding of the Parties with respect to the matters set forth herein, and all prior negotiations, writings and understandings relating to the subject matter of this Easement, including, but not limited to, the Temporary Construction Easement and Ongoing Easement conveyed and granted unto Grantee hereunder, are merged herein and are superseded and canceled by this Easement.
- (g) Construction. This Easement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Easement. Section headings are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Easement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural
- (h) Notices. All notices and other communication given by a party to the other in connection with this Easement shall be in writing and shall be deemed delivered to the addressee thereof: (i) when delivered in person on a business day at the address set forth below; or, (ii) on the third (3rd) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (iii) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

All notices and other communications to Grantor shall be addressed to, and delivered at, the following address:

The City of Salisbury c/o Director of the Department of Infrastructure & Development 125 N. Division Street Salisbury, Maryland 21801

All notices and other communications to Grantee shall be addressed to, and delivered at, the following address:

First Move Properties, LLC c/o Nicholas R. Simpson P.O. Box 335 Salisbury, Maryland 21803

Either party may change its address by providing notice to the other party as set forth in this Section 8(h).

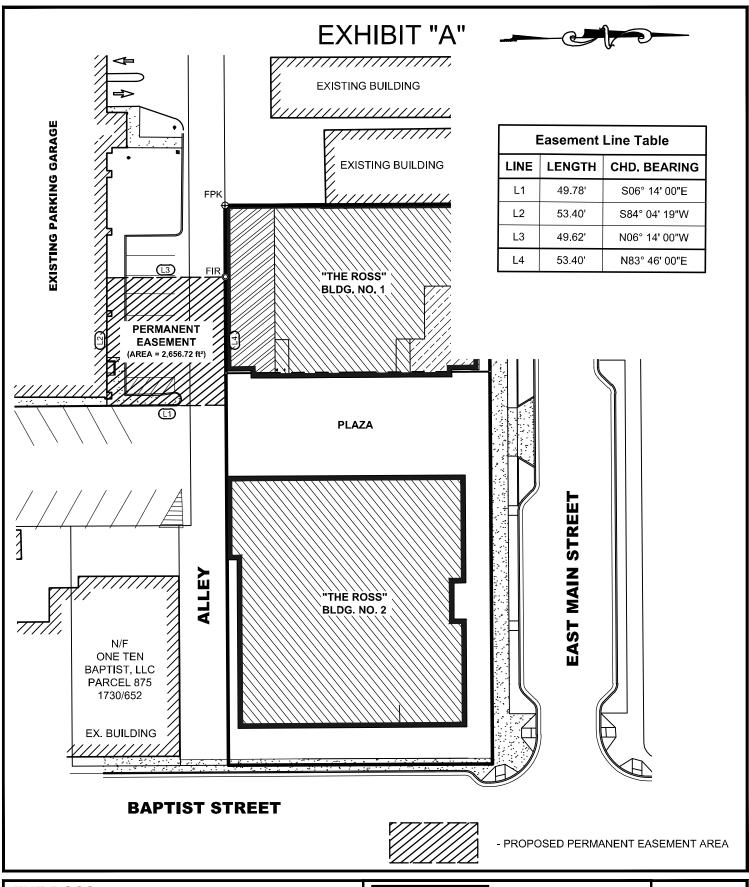
- (i) Governing Law. This Easement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles.
- **(j) Cancellation.** The Parties expressly acknowledge and agree that, in the event Grantee has not obtained a Certificate of Occupancy for the Ross Building by August 1, 2023 this Easement shall terminate.

- **(k) Recording.** The Parties expressly acknowledge and agree that this Easement, and all exhibits attached hereto, shall be recorded in the Land Records of Wicomico County, Maryland. Grantee shall bear all costs, if any, incurred in connection with the recording of this Easement as aforesaid.
- (l) Recitals. The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Easement.
- **IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals and acknowledged this Temporary Construction Easement and Ongoing Maintenance Easement as of the day and year first above written.

WITNESS/ATTEST:	GRANTOR :		
	City of Salisbury, Maryland		
	By: Jacob R. Day, Mayor	(SEAL)	
	GRANTEE : First Move Properties, LLC		
	By: Nicholas R. Simpson, Mana		

STATE OF MARYLAND, COUNTY OF	, TO WIT:
I HEREBY CERTIFY that on thisday me, the subscriber, a Notary Public in and for the St JACOB R. DAY, who acknowledged himself to be MARYLAND, and that he, as such officer, being instrument on behalf of said municipal corporation as AS WITNESS my hand and Notarial Seal.	e the Mayor of THE CITY OF SALISBURY, authorized to do so, executed the foregoing
Tis WITTERS my hand and Totaliar Sour.	
My Commission Expires:	NOTARY PUBLIC
STATE OF MARYLAND, COUNTY OF	, TO WIT:
I HEREBY CERTIFY, that on this before me, the subscriber, a Notary Public in and f appeared NICHOLAS R. SIMPSON, who acknowle FIRST MOVE PROPERTIES, LLC, and that he, as to do, executed the foregoing instrument on behalf of therein contained.	edged himself to be the Managing Member of such Managing Member, being authorized so

AS WITNESS my nand and Notar	nai Seai.
	NOTARY PUBLIC
My Commission Expires:	
<u>CERTIFIC</u>	ATION BY ATTORNEY
• • • • • • • • • • • • • • • • • • •	strument was prepared by or under the supervision of the practice before the Court of Appeals of Maryland.
	Michael P. Sullivan



THE ROSS PERPETUAL MAINTENANCE EASEMENT **144 EAST MAIN STREET CITY OF SALISBURY** WICOMICO COUNTY, MARYLAND



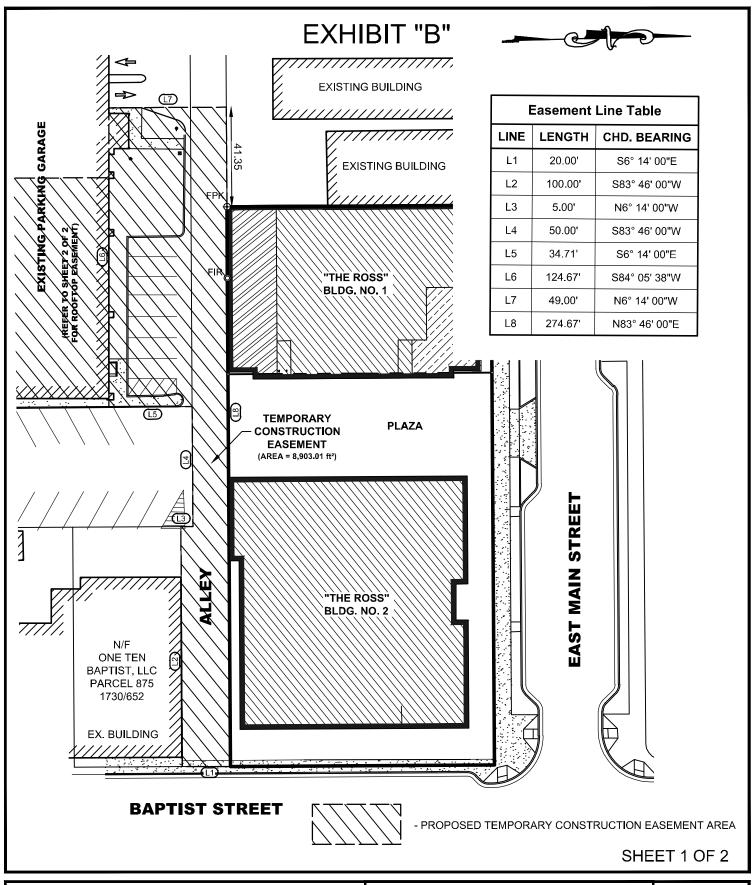
ARCHITECTURE ENGINEERING

Salisbury, DE

312 West Main Street Salisbury, MD 21801 Ph. 410.546.9100 Fax 410.546.2824

BMG: **2018010.00** SCALE: 1" = 40' DATE: 12/16/2019 DRAWN BY : E.H.H.

V-102



THE ROSS
TEMPORARY CONSTRUCTION EASEMENT
144 EAST MAIN STREET
CITY OF SALISBURY
WICOMICO COUNTY, MARYLAND

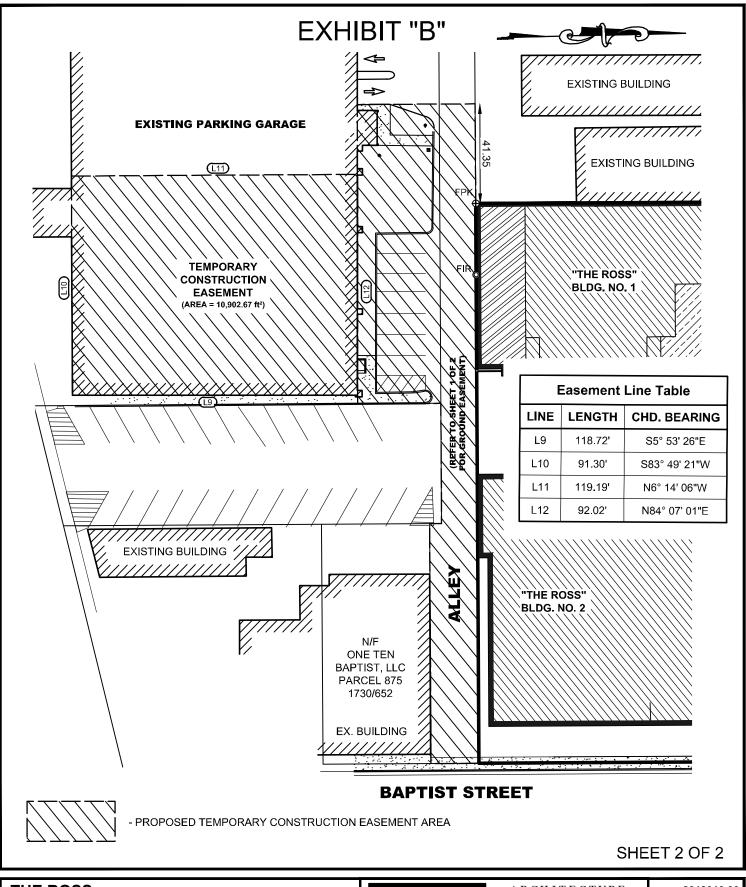


ARCHITECTURE ENGINEERING

Salisbury, DE

312 West Main Street Salisbury, MD 21801 Ph. 410.546.9100 Fax 410.546.2824 BMG: 2018010.00 SCALE: 1" = 40' DATE: 12/16/2019 DRAWN BY: E.H.H.

V-100



THE ROSS
TEMPORARY CONSTRUCTION EASEMENT
144 EAST MAIN STREET
CITY OF SALISBURY
WICOMICO COUNTY, MARYLAND



ARCHITECTURE ENGINEERING

Salisbury, DE

312 West Main Street Salisbury, MD 21801 Ph. 410.546.9100 Fax 410.546.2824 BMG: 2018010.00 SCALE: 1" = 40' DATE: 12/16/2019 DRAWN BY: E.H.H.

V-101

To: City Council

From: Colonel Meienschein

Subject: Proposed Restructure and Salary Savings

Due to the recent retirement of Major Scott Kolb we have taken the opportunity to analyze both our command and subordinate supervisory structures as they relate to additional effective and efficient oversight of the patrol and administrative function as well as improving upon the police services provided to our community. We are proposing a restructure plan to be implemented for 1 year as a test phase with a goal of realizing a greater degree of efficiency and accountability while also savings taxpayer funds in salary & fringe benefits.

The monetary savings is possible within this restructure by downgrading the funding for the position of Major and funding the position as a Police Officer. Taking this approach, the SPD total authorized manpower remains the same at 103 officer. The SPD is taking advantage for the salary savings in the difference between the salary of a Major and a police officer to create the (1) additional sergeant and (2) additional corporals necessary for the restructure. (See attached spreadsheet)

CURRENT COMMAND/SUPERVISORY STRUCTURE:

Chief of Police – 1 Assistant Chief – 1 Major -1 Captain – 2 Lieutenant – 6 Sergeant – 7

Corporal – 7

PROPOSED COMMAND/SUPERVISORY STRUCTURE:

Chief of Police – 1 Assistant Chief – 1 Captain – 2 Lieutenant – 6 Sergeant – 8 Corporal – 9

SIGNIFICANT CHANGES:

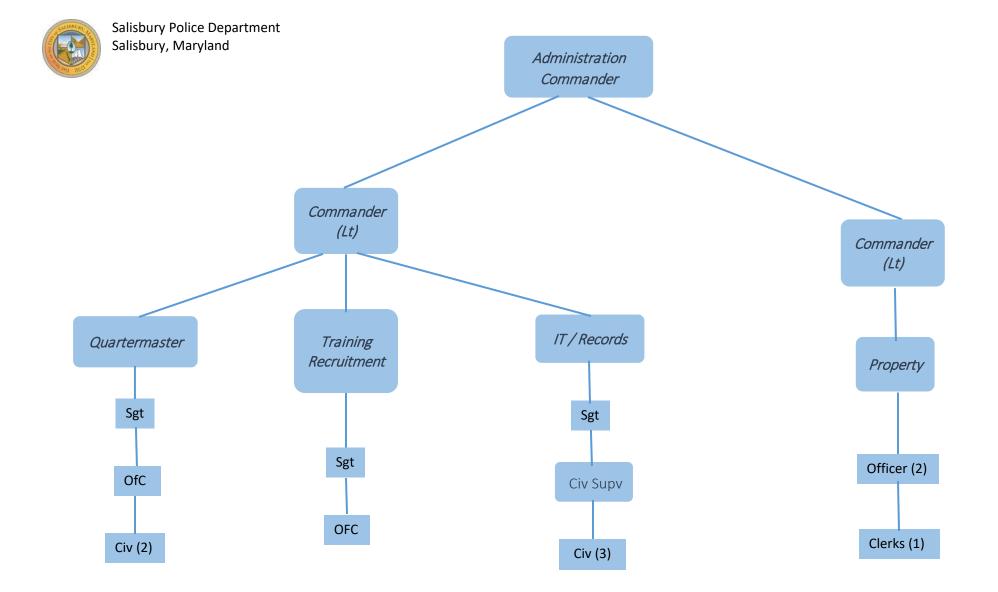
- The proposed restructure will result is a net salary & fringe savings of approximately \$120,982.42. The SPD could use some of this savings to fill with a recruit police officer position and still realize a savings of approximately \$39,244.28. By converting the Major position to a police officer does not affect total number of authorized personnel which will remain at 103 of which 7 currently frozen.
- The Assistant Chief would assume additional duties connected to the command of the Administrative Division of the SPD.
- 1 additional position at the rank of sergeant is required
- 2 additional positions at the rank of corporal are required
- Lieutenants assigned to patrol function would no longer be primarily assigned to desk duties
- Improved leadership development
- Improved efficiency of customer service
- Continued commitment to community policing, with more opportunities to build relationships with our community

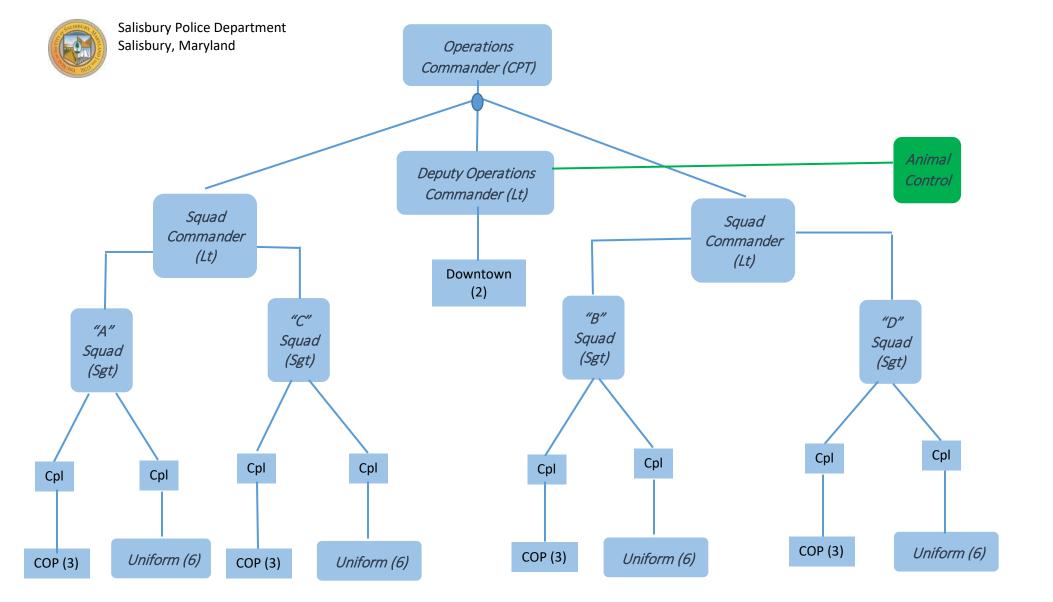
In a larger sense, this restructure will essentially flatten the upper command level of the agency and allow for the development of patrol squad lieutenants in line with their administrative responsibilities. This will provide an avenue of critical skill set growth for those assigned to the rank of police lieutenant necessary for advanced leadership responsibilities within the agency. Lieutenants in their new role will move from the singular function of squad commander into a more dynamic role where they assume additional areas of upper administrative responsibility within the department. The new role, which will still include field level responsibilities, will require individuals in this position to focus on the development of sergeants who will be functioning as squad commanders.

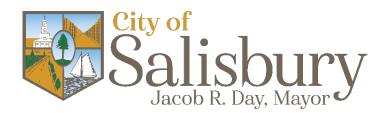
The addition of a sergeant within this new supervisory plan will provide each of the four patrol squads with a sergeant as a squad commander. The addition of two corporals will provide each of the four squads with two corporals. These added supervisory positions not only create opportunity for movement within the agency but also allow for greater leadership development of individuals aspiring to take on increased responsibilities.

With this plan we are intentionally looking to push supervisory and leadership development down through the department. The expansion of supervisory strength in this manner will also extend and deepen our capability for oversight within the rank structure of our agency which will provide for improved policing services for our city. Finally, this new structure will allow for increased community policing opportunities in our neighborhoods.

Please refer to the accompanying documents for further information.







To: City Council

From: Julia Glanz, City Administrator

Subject: Charter Amendment: Deleting Reference to City Treasurer

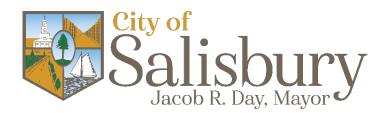
Date: July 30, 2020

In an effort to continually make sure our Charter and Code are up to date this Charter Amendment would remove the reference to the City Treasurer. There is currently no need for a City Treasurer position as we have the position of Director of Finance. This language is antiquated and irrelevant. We would like the Charter to reflect our current staffing and organizational chart.

Please let me know if you have any questions.

1		CHARTER AMENDMENT RESOLUTION NO. 2020
2 3 4 5	MARY	SOLUTION TO AMEND THE CHARTER OF THE CITY OF SALISBURY, YLAND BY DELETING ARTICLE VIII § SC8-2 – CITY CLERK LIFICATIONS.
6	QUAL	irications.
7 8	WHER Treasurer of th	REAS, the City Charter provides that the City Clerk may be the same person who is ne city; and
9		
10 11 12		REAS, the Director of Finance was established in Resolution 623 and made to be with the City Treasurer; and
13 14	WHER of the City; and	REAS, the City would like to update the City Charter to reflect the current staffing d
15		
16 17 18		REAS, the Salisbury City Council has concluded that it in the best interest of the the City Charter to remove the section referring to the City Clerk as the Treasurer.
19 20 21 22	Counci Maryla	THEREFORE, BE IT ENACTED AND ORDAINED by the Salisbury City il, by virtue of the authority granted in Article XI-E of the Constitution of and, Local Government Article § 4-301 et seq. of the Annotated Code of Maryland SC21-1 and § SC21-2 of the Salisbury City Code, that § SC8-2 of the Salisbury
22 23 24	-	harter is amended as follows:
25	[[§ SC8-2. – Q	Qualifications.
26 27 28	The Ci	ity Clerk may be the same person who is Treasurer of the city.]]
29 30	EXPLANATI	ON:
31 32	* ITALIC	CIZED AND <u>UNDERLINED</u> PRINT INDICATES MATERIAL ADDED TO
33	EXISTING LA	
34 35	Deleted language.	d material from the existing Charter is indicated by bold double bracketed [[]]
36 37 38	AND I	T BE FURTHER ENACTED THAT
39 40		ordance with Maryland Annotated Code, Local Government Article, Subsection 4- or and/or the City Clerk, who are authorized to act as outlined below, shall:
41 42 43		st a complete and exact copy of this Charter Amendment at the City Government ilding, for at least forty (40) days after the passage of this Resolution; and
44 45 46		vertise a fair summary of this Resolution, which is deemed by the City Council to the title of this Resolution, once per week for four (4) weeks in a newspaper of

47 48	general circulation within the City of Salisbu passage of this Resolution.	ury beginning immediately after the
49 50	AND BE IT FURTHER ENACTED THAT	
51 52 53	This Resolution shall become effective fifty (50) the Maryland Annotated Code, Local Government Articles	
54 55 56	This Resolution was introduced and read at a me on the day of, 2020, and, passe	
57 58 59 60	The Resolution was finally passed and signed are the City of Salisbury on the day of	
61 62 63	ATTEST:	
65 66 67 68	Kimberly R. Nichols, City Clerk	John R. Heath, President Council of the City of Salisbury
69 70 71 72	Approved by me, this day of, 2020	0.
73 74 75	Julia Glanz, City Administrator for and with the authori Jacob R. Day, Mayor of the City of Salisbury	ity of
76 77 78 79 80	Publish:	



To: City Council

From: Julia Glanz, City Administrator

Subject: Charter Amendment: Deleting Reference to Deputy City Administrators

Date: July 30, 2020

In an effort to continually make sure our Charter and Code are up to date this Charter Amendment would remove the reference to having two Deputy City Administrators. In 2017 we reorganized and had two Deputy City Administrators. While we working in that organizational model we learned that having one Deputy City Administrator was most effective for our organization. We would like the Charter to reflect our current staffing and organizational chart.

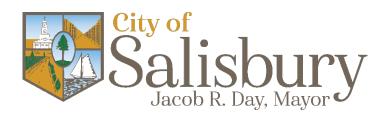
Please let me know if you have any questions.

1	CHARTER AMENDMENT RESOLUTION NO. 2020
2	
3	A RESOLUTION TO AMEND THE CHARTER OF THE CITY OF SALISBURY,
4	MARYLAND BY REMOVING A DEPUTY CITY ADMINISTRATOR AND
5	SPECIFYING THE CHAIN OF COMMAND IN ARTICLE IV § SC4-1.
6	WHIEDEAG A C'. Cl
7	WHEREAS, the City Charter provides that there will be two Deputy City Administrators
8	for the City of Salisbury and each Deputy City Administrator shall be the immediate supervisor
9	of specific City departments; and
10	WHEREAS, there has only been one Deputy City Administrator for several years; and
11 12	WHEREAS, there has only been one Deputy City Administrator for several years, and
13	WHEREAS, the City would like to update the City Charter to reflect the current staffing
14	needs; and
15	needs, and
16	WHEREAS, under the current structure one Deputy City Administrator is the immediate
17	supervisor of the department heads of the Departments of Finance, Information Services, Human
18	Resources, Business Development, and the Public Information Officer; and one Deputy City
19	Administrator is the immediate supervisor of the department heads from the Departments of
20	Infrastructure and Development, Field Operations, Water Works, Housing and Community
21	Development, and Procurement; and
22	
23	WHEREAS, the Salisbury City Council has concluded that it in the best interest of the
24	City to amend the City Charter to eliminate one Deputy City Administrator position.
25	
26	NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Salisbury City
27	Council, by virtue of the authority granted in Article XI-E of the Constitution of
28	Maryland, Local Government Article § 4-301 et seq. of the Annotated Code of Maryland
29	and § SC21-1 and § SC21-2 of the Salisbury City Code, that § SC4-1 of the Salisbury
30	City Charter is amended as follows:
31	§ SC4-1. – City Administrator and Deputy Administrator[[s]]
32 33	§ 5C4-1. – City Administrator and Deputy Administrator[[8]]
34	There shall be a City Administrator in the Office of the Mayor who shall be the Chief
35	Administrative Officer of the city. The City Administrator shall be the direct subordinate of the
36	Mayor and the immediate supervisor of each of the following department heads: Police
37	Department, [[and]] Fire Department, <u>Department of Finance</u> , <u>Department of Human Resources</u>
38	and the Public Information Officer. The City Administrator shall also be the immediate
39	supervisor of the Deputy City Administrator[[s]]. The City Administrator shall serve as the
40	supervising authority of the Office of the Mayor and shall be the Mayor's Chief of Staff.
41	- · · · · · · · · · · · · · · · · · · ·

There shall be [[two]] \underline{a} Deputy City Administrator[[s]] who shall be \underline{a} direct subordinate[[s]] of the City Administrator. [[One]] \underline{The} Deputy City Administrator shall be the immediate supervisor of the following department heads: Department of Infrastructure and Development, Department of Field Operations, Department of Water Works, Department of Housing and Community Development, [[and]] Department of Procurement[[. The other

heads: Department of Finance]], Department	ediate supervisor of the following department of Information Services, [[Department of less Development [[and the Public Information]]
Officer]].	ioss Development flant the Lubic Information
EXPLANATION:	
* ITALICIZED AND UNDERLINED PRIJ	NT INDICATES MATERIAL ADDED TO
EXISTING LAW.	VI IVDICITES MITERIAL TIDDED 10
	ter is indicated by bold double bracketed [[]]
language.	
AND IT BE FURTHER ENACTED T	ГНАТ
T 1 MAG 1 1 A	
304, the Mayor and/or the City Clerk, who are a	Code, Local Government Article, Subsection 4- authorized to act as outlined below, shall:
	nis Charter Amendment at the City Government
Building, for at least forty (40) days	after the passage of this Resolution; and
b. Advertise a fair summary of this Res	solution, which is deemed by the City Council to
· · · · · · · · · · · · · · · · · · ·	per week for four (4) weeks in a newspaper of
	f Salisbury beginning immediately after the
passage of this Resolution.	, , , , , , , , , , , , , , , , , , , ,
1 6	
AND BE IT FURTHER ENACTED T	ГНАТ
	ma (70) 1
	fifty (50) days after passage, in accordance with
the Maryland Annotated Code, Local Government	ent Article, Subsection 4-304.
	d at a meeting of the Salisbury City Council held
on the day of, 2020, ar	nd, passed for Second Reading.
The Resolution was finally passed and s	signed and approved by the Mayor and Council of
the City of Salisbury on the day of	
the City of Bansbury on the day of	, 2020.
ATTEST:	
Kimberly R. Nichols,	John R. Heath, President
City Clerk	Council of the City of Salisbury
<i>y</i> 	country of suit only of suitsoury

93	Approved by me, this day of, 2020.
94	
95	
96	
97	Julia Glanz, City Administrator for and with the authority of
98	Jacob R. Day, Mayor of the City of Salisbury
99	
100	Publish:
101	
102	
103	



To: City Council

From: Julia Glanz, City Administrator

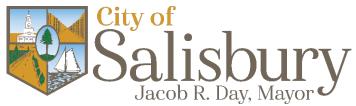
Subject: Amending the Charter for Competitive Bidding & Lease Terms

Date: July 30, 2020

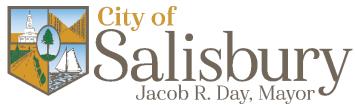
As we continue to implement aspects of our Envision Salisbury Plan in the Downtown and other areas in Salisbury it has come to our attention that our current Charter requirements regarding competitive bidding and lease terms can be limiting in nature. The current lease term is for three years without competitive bidding. Three year terms can be challenging for development of any kind when large sums of money are being invested and there is ambiguity about the future of a project. It is important, when in the best interest of the City, to ensure that projects have long term commitments for success. This language would also prevent the City from having an unfair bidding process that would direct an award to a specific buyer. The City would openly explain its interests with public review.

This legislation would enable the City Council to waive the competitive bid/lease term if it was favorable and in the best interest to the City of the Salisbury. After reviewing other municipalities' charters and codes in Maryland the majority do not have a specified lease term. The current language is arbitrary and can limit growth and development throughout Salisbury. This process will allow the City to operate in a more efficient manner.

MUNICIPALITY	CODE LANGUAGE



Jacob K. Day, Wayor			
Annapolis	6.04.220 - Duration of City leases.		
	A. The term of any lease to which the City is a party shall coincide with the City's		
	fiscal year. Every such lease shall require that any request for renewal of the lease be		
	given by the tenant not later than six months prior to the expiration of the then		
	current lease term.		
	B. The requirements of Subsection A of this section shall not apply to		
	any lease term of less than one year's duration and may be waived by the City		
	Council provided such waiver is included in the lease agreement.		
	C. The provisions of this section shall not apply to any lease agreement in effect as		
	of July 1, 1999.		
Berlin	Code does not stipulate terms of leases		
Cambridge	Code does not stipulate terms of leases		
Cheverly	Code does not stipulate terms of leases		
Chevy Chase	Code does not stipulate terms of leases		
Cumberland	Code does not stipulate terms of leases		
Emmitsburg	Code does not stipulate terms of leases		
Frederick	Code does not stipulate terms of leases		
Frostburg	Code does not stipulate terms of leases		
Gaithersburg	Code does not stipulate terms of leases		
La Plata	Code does not stipulate terms of leases		
	<u> </u>		



Laurel	Code does not stipulate terms of leases
Laurer	Code does not supulate terms of leases
Middletown	Code does not stipulate terms of leases
Mount Dinning	Codo do so not atimulate torme of losses
Mount Rinnier	Code does not stipulate terms of leases
Ocean City	Code does not stipulate terms of leases
Rockville	Code does not stipulate terms of leases
Woodsboro	Code does not stipulate terms of leases

CHARTER AMENDMENT RESOLUTION NO. 2020-1

MARYLAND BY AMENDING THE REQUIREMENT FOR COMPETITIVE

A RESOLUTION TO AMEND THE CHARTER OF THE CITY OF SALISBURY,

BIDDING FOR LEASE TERMS BEYOND 3 YEARS IN THE EXCEPTIONS TO

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WHEREAS, Article XVI of the current Salisbury City Charter specifies items or situations that are exempt from the requirement for competitive bidding; and

COMPETITIVE BIDDING IN ARTICLE XVI § SC16-3 A(6).

WHEREAS, the Salisbury City Council has concluded that it is in the best interest of the city to amend the City Charter to amend the requirement for competitive bidding for lease contracts beyond 3 years from the exemptions to competitive bidding, which will allow the City to operate in a more efficient manner.

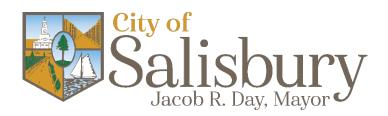
NOW, THEREFORE, BE IT RESOLVED by the Salisbury City Council, by virtue of the authority granted in Article XI-E of the Constitution of Maryland, Local Government Article § 4-301 et seq. of the Annotated Code of Maryland and § SC21-1 and § SC21-2 of the Salisbury City Code, that § SC16-3A(6) of the Salisbury City Charter is amended as follows:

§ SC16-3. – General policy of competitive bidding; exceptions.

- To secure economy in the construction of public works and the purchase of materials and A. supplies needed by the city, to prevent collusion, fraud, favoritism and extravagance in public contracts and to ensure that all interested persons will be given fair and equal opportunity to participate, the general policy of the city shall be to afford ample opportunity for competitive bidding before making any city purchase or public works contract or any contract to sell any property, except in the following cases where competitive bidding procedures are not necessary or appropriate:
 - (6) Contracts for the purchase, exchange, renting, leasing or acquisition of real property by the city and contracts for the sale, exchange, renting, leasing or other disposition of surplus real property owned by the city; provided, however, that contracts for the sale, leasing for term beyond three (3) years or other disposition of surplus real property owned by the city shall be excepted and exempt from competitive bidding procedures only if waived by resolution of Council or if first offered for competitive public bidding at such time, after such public notice and subject to such bidding terms and conditions as the Council shall fix in its sole discretion and such bidding fails to produce a proposal acceptable to the Council in its sole discretion and if made within a period of six (6) months following the bidding date. In every such public offering of surplus city real property for sale, leasing for a term beyond three (3) years or other disposition, the Council shall

46 47		· · · · · · · · · · · · · · · · · · ·	all bids and may, in its discretion, establish a no bid will be considered or accepted.	
48 49				
50				
51	EXPLAN	NATION:		
52 53	* 17	TALICIZED AND UNDERLINED PRIN	T INDICATES MATERIAL ADDED TO	
54	EXISTING	<u> </u>	T INDICITED MITERIAL TIDDED TO	
55			er is indicated by bold double bracketed [[]]	
56	language.	9	is indicated by cord dodest cracicodd [[]]	
57				
58	\mathbf{A}	ND IT BE FURTHER RESOLVED	THAT in accordance with Maryland Annotated	
59			304, the Mayor and/or the City Clerk, who are	
60		d to act as outlined below, shall:	•	
61				
62	a.	Post a complete and exact copy of thi	s Charter Amendment at the City Government	
63		Building, for at least forty (40) days a	after the passage of this Resolution; and	
64				
65	b.	Advertise a fair summary of this Reso	olution, which is deemed by the City Council to	
66		be the title of this Resolution, once po	er week for four (4) weeks in a newspaper of	
67		general circulation within the City of	Salisbury beginning immediately after the	
68		passage of this Resolution.		
69				
70			by the Salisbury City Council that the title of	
71		•	of the amendments provided for herein for	
72	publication	on and all other purposes;		
73				
74		ND, BE IT FURTHER RESOLVED		
75			and after the date of its final passage and that its	
76			y of, 2020, subject to the right	
77			Mayor, is hereby directed to proceed with the	
78 70	1 0	posting and publication of this Resolution, and the sending of information concerning the charter amendments provided for herein to the Maryland Department of Legislative Services pursuant to		
79 80		•	le, Local Government Article, Subsection 4-304.	
80 81	me requir	ements of the Waryland Annotated Co.	de, Local Government Africie, Subsection 4-304.	
82	Ti	his Resolution was introduced read and	I passed at a meeting of the Salisbury City	
83		neld on the day of		
84	Council	erd on the duy of		
85	ATTEST	:		
86		•		
87				
88	Kimberly	R. Nichols,	John R. Heath, President	
89	City Cler		Council of the City of Salisbury	
90	•		•	

92	Approved by me, this day of, 2020.
93	
94	
95	
96	Julia Glanz, City Administrator for and with the authority of
97	Jacob R. Day, Mayor of the City of Salisbury
98	
99	Publish:
100	
101	
102	



To: City Council

From: Julia Glanz, City Administrator

Subject: Enabling Electronic Participation in City Council and other Boards and

Commissions

Date: July 30, 2020

The COVID-19 pandemic has required the City Council and other boards and commissions to meet electronically through Zoom, teleconference, and other modes to safely continue the work of the people. This ordinance would enable the future use of electronic technology to participate in these meetings.

Throughout the pandemic we have seen an increase in the number of community members that are participating in City Council meetings due to the access of technology. Post COVID-19, we would like to continue that public participation in person and online for City Council and our boards and commissions. This legislation would also enable staff, guests and Council members to participate electronically for any reason necessary, such as being ill, out of town, lacking of transportation or childcare, and having a challenging work schedule. While the preferred method of participation is in person, it is important to make sure all public meetings are accessible to our community, staff and Council members.

Please let me know if you have any questions.

1		ORDINANCE NO	
2			
3	DD 0	AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND TITLE 1 GENERAL	
4	PROVISIONS OF THE SALISBURY MUNICIPAL CODE TO ADD A NEW CHAPTER		
5	ESIA	ABLISH PROCEDURES FOR ELECTRONIC PARTICIPATION.	
6		WHEREAS the engains application administration and enforcement of Title 1. Consul	
7 8	Provi	WHEREAS, the ongoing application, administration and enforcement of Title 1, General isions of the Salisbury Municipal Code, demonstrates a need for periodic review, evaluation	
9		imendments that will keep Title 1 current; and	
10			
11		WHEREAS, the recent pandemic has increased the need for electronic participation in	
12	meet	ings for the City Council and the various boards of the City; and	
13			
14		WHEREAS, the Mayor and City Council desire to establish procedures for electronic	
15	partio	cipation in meetings to be held by the City.	
16		NOW THEREFORE half another and and and has the City of Callaham, that Chantan	
17	1.20	NOW, THEREFORE, be it enacted and ordained by the City of Salisbury, that Chapter – Electronic Participation be added to the City of Salisbury Municipal Code as follows:	
18 19	1.20	- Electronic Farticipation be added to the City of Sansbury Municipal Code as follows.	
20	Char	oter 1.20 – Electronic Participation.	
21	Спар	ner 1.20 – Liectronic I articipation.	
22	1.20	010 Teleconference or other electronic participation in meetings.	
23	11201	o 10 10 10 10 10 10 10 10 10 10 10 10 10	
24	A.	This section governs the telephonic and or other electronic participation of the Mayor,	
25		City staff, the public and members of the Council or other Board at all meetings of the	
26		City Council and other Boards of the City, such as, but not limited to, the Boards of	
27		, and .	
28	В.	The preferred procedure for City Council and other Board meetings is that the Council	
29		and other Board members should be physically present at the designated time and	
30		location within the City for the meeting. However, physical presence is hereby waived	
31		and the Mayor, City staff, the public, and any member(s) of the Council or a Board may	
32		participate in a meeting by teleconference or other approved electronic means, subject to	
33		the procedures and limitations provided in this section.	
34	<i>C</i> .	A person participating by teleconference shall, while on the teleconference, be deemed to	
35	<u> </u>	be present at the meeting for all purposes. The person shall make every effort to	
36		participate in the entire meeting.	
37	D.	If the President of the Council or Board Chair participates by teleconference, the	
38	<u>D.</u>	President or Chair may vote, but a member acting in the President's or Chair's absence,	
39		who is physically present at the meeting, shall preside over and perform all other	
40		functions of the President at the meeting. In the event all Council members or Board	
41		members are participating by teleconference, the President or Chair shall preside over	
42		the meeting by teleconference.	

43 <u>E. "Teleconference" is defined as any approved means utilized for remote participation in</u>
44 <u>a meeting which enables the individual, for the duration of the meeting, to clearly hear</u>
45 <u>all Council or Board members and other participants, the City Clerk or Board Secretary,</u>
46 <u>and public testimony, and to be clearly heard by all participants and the public in</u>
47 attendance.

48 49

1.20.020 Teleconference procedures.

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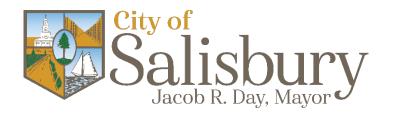
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- A. Any person who does not wish to be physically present for a regularly scheduled meeting shall notify the City Clerk or Board Secretary at least one day prior to the scheduled time for the meeting of his or her request to participate in the meeting by teleconference.
- B. The City Clerk or Board Secretary shall notify the Council or other Board of the person's request to participate by teleconference.
- At the commencement of the meeting, an approved telephonic or other electronic 56 connection will be established with the person or persons intending to participate by 57 teleconference. After an electronic connection is established, the President or other 58 59 Board Chair shall establish that the connection of each individual is sufficient to meet the requirements of this section. If unable to establish a sufficient connection, the person 60 seeking to participate by teleconference will not be permitted to participate and shall be 61 considered absent from the meeting. All members of the Council or other Board shall be 62 permitted to make such inquiries and to call for a vote on the question of the quality of 63 64 any teleconference connection. Only the Council members or Board members physically present may vote on the quality of a teleconference connection unless all members of the 65 66 Council or Board are not physically present. In that case, the City Clerk or Board Secretary, with the advice of the City Solicitor, shall determine whether the 67 68 teleconference connection is sufficiently clear to satisfy the requirements of this section. If a person participates in the meeting by teleconference without a ruling from the 69 Council, the Board, or the City Clerk or Board Secretary on the clarity of the 70 teleconference connection, the person's participation shall be deemed to be approved 71 and all actions taken by the Council or the Board with the participation of all such 72 73 persons are valid. If telephonic participation is interrupted due to poor connectivity that 74 hinders the active participation of any individual, any Council or Board member may request a brief recess to allow the person to attempt to reestablish a connection. If the 75 person cannot reestablish a clear connection after a recess, the President or other Board 76 77 Chair shall call for a vote on whether to terminate the unclear teleconference participation. Prior to the vote, the Council or other Board members may make such 78 79 inquiries as necessary to make a decision. If a majority of the Council or Board votes to terminate a person's teleconference participation, the record will indicate such and the 80 81 person participating by teleconference shall not be called upon to comment further or to vote. The Council's or Board's determination is final and not subject to appeal. 82

83	<u>D.</u>	Subsections (A) and (B) of this section of	to not apply to special meetings or emergency		
84		meetings of the City Council or other Bo	oard. A member or person who requests to		
85		participate in a special or emergency m	eeting of the City Council or other Board must		
86	notify the City Clerk or Board Secretary before the time scheduled for the start of				
87	meeting. The Clerk or Board Secretary will notify the Council no later than the				
88	commencement of the meeting. After a connection is established with the person or				
89		persons requesting to participate by tele	econference, a ruling shall be made on the		
90		person's participation in the meeting as provided in subsection (C) of this section.			
91	E.		eeting of the City Council or other Board must		
92			onference to clearly hear the Council or Board		
93		* ** * * *	c testimony at the meeting as well as to be clearly		
94			and members of the public in attendance.		
95	F.		rd shall note in the journal of the proceedings al		
96		members and participants appearing by			
97	G.		pe considered by the Council or Board shall be		
98		made available to Council and Board m	•		
99			<u> </u>		
100					
101	EXP	PLANATION:			
102					
103	*		NT INDICATE MATERIAL ADDED TO		
104	EXIS	EXISTING LAW.			
105		Deleted material from the existing Code is indicated by bold double bracketed [[]]			
106	langı	uage.			
107 108					
109		AND BE IT FURTHER ENACTED AN	ND ORDAINED BY THE CITY OF		
110	SAL	ISBURY, MARYLAND, that the Ordinan			
111			1 1 0		
112			d read at a meeting of the Council of the City of		
113		· ·	, 2020 and thereafter, a statement of the		
114	substance of the ordinance having been published as required by law, in the meantime, was				
115	final	ly passed by the Council on the day of	, 2020.		
116					
117	ATT	EST:			
118					
119	V:1	hanly D. Nighola City Clark	John D. Hooth, City Course!		
120	Kim	berly R. Nichols, City Clerk	John R. Heath, City Council		
121 122			President		
123	Annı	roved by me, thisday of	2020		
124	- - PP	uuuuuuuu			
125					

126 Julia Glanz, City Administrator, for and with the authority of 128 Jacob R. Day, Mayor



MEMORANDUM

To: Julia Glanz, City Administrator

From: Andy Kitzrow, Deputy City Administrator

Subject: Accepting Donation of Deli Style Turkey Meat

Date: July 30, 2020

The City of Salisbury has created a food pantry (The Pantry) for employees to combat food insecurity and make available health food options. Through a ongoing relationship with Maryland Food Bank, the City has secured 2,000 pounds of deli style turkey meat from the food bank. This donation was made possible by Perdue Farms.

The deli style turkey meat is packaged appropriately to be distributed to City of Salisbury employees via "The Pantry". Employees can access "The Pantry" on Wednesdays or by request.

"The Pantry" is part of THRIVE SBY which a group of initiatives for the employees of the City of Salisbury to improve their health and well-being and the workplace culture.

1	RESOLUTION NO			
2 3 4 5 6 7	A RESOLUTION OF THE CITY OF SALISBURY ACCEPTING A DONATION OF TWO THOUSAND POUNDS OF DELI STYLE TURKEY MEAT FROM PERDUE FARMS, INC. TO DISTRIBUTE TO CITY OF SALISBURY EMPLOYEES VIA THE CITY OF SALISBURY'S EMPLOYEE FOOD PANTRY.			
8 9 10	WHEREAS, the Council of the City of Salisbury supports the acceptance of donations to improve the health and wellness of City employees; and			
11 12 13 14	WHEREAS, Perdue Farms Inc, via the Maryland Food Bank – Eastern Shore, wishes to donate two thousand pounds of deli turkey meat to the City of Salisbury to be distributed through "The Pantry," a food pantry established for employees of the City of Salisbury; and			
15 16 17	WHEREAS, the City created "The Pantry" to combat food insecurity and make available health food options for the employees of the City of Salisbury.			
18 19 20 21	NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND does hereby accept the donation of two thousand pounds of deli style turkey meat valued at approximately \$8,000.00.			
22 23 24	THIS ABOVE RESOLUTION was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on this day of, 2020 and is to become effective immediately upon adoption.			
25 26 27	ATTEST:			
28 29 30 31 32	Kimberly R. Nichols, City Clerk John R. Heath, President Salisbury City Council			
33 34 35 36	APPROVED BY ME THIS day of, 2020.			
37 38	Julia Glanz, City Administrator, for and with the authority of Jacob R. Day, Mayor			