



CITY OF SALISBURY CITY COUNCIL AGENDA

AUGUST 10, 2020

6:00 p.m.

ZOOM MEETING

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS
- 6:02 p.m. SILENT MEDITATION
- 6:03 p.m. PROCLAMATIONS
- In memory of County Executive Bob Culver
 - In memory of Bruce Wharton
- 6:20 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:21 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols
- July 20, 2020 Work Session Minutes
 - July 27, 2020 Legislative Session Minutes
 - **Resolution No. 3050**- to expand the number of members on the Mayor’s Disability Advisory Committee
 - **Resolution No. 3051**- to appoint Dominique Sessa to the Disability Advisory Committee for the term ending August 2023
 - **Resolution No. 3052**- to appoint Adith Thummalapalli to the Disability Advisory Committee for the term ending August 2023
- 6:25 p.m. RESOLUTIONS – City Administrator Julia Glanz
- **Resolution No. 3053**- 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
 - **Resolution No. 3054**- authorizing a temporary construction easement and ongoing maintenance easement, and to grant a deed of easement to First Move Properties, LLC
- 6:30 p.m. ORDINANCES – City Attorney Mark Tilghman
- **Ordinance No. 2609**- 2nd reading- accepting grant funds from the Governor’s Office of Crime Control and Prevention in the amount of \$1,350.00 under the FY21 Body Armor Program (BARM) and amending the FY2021 Grant Fund Budget to appropriate these grant funds for the purchase of eight (8) new bullet proof vests (Level II Ballistic) for Salisbury Police Officers

- **Ordinance No. 2610-** 2nd reading- approving a budget amendment of the FY21 General Fund Budget to appropriate insurance proceeds received in FY21 to aid in the purchase of a new vehicle for the Police Fleet
- **Ordinance No. 2611-** 1st reading- to amend the Salisbury Municipal Code Title 13, PUBLIC SERVICES, Chapter 13.04 to provide for a waiver of Comprehensive Connection Charges
- **Ordinance No. 2612-** 1st reading- to amend Title 1, GENERAL PROVISIONS OF THE SALISBURY MUNICIPAL CODE to add a new chapter to establish procedures for electronic participation

6:45 p.m. PUBLIC COMMENTS

6:50 p.m. COUNCIL COMMENTS

7:00 p.m. ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk's Office, Room 305– City/County Government Office Building, 410-548-3140 or on the City's website www.salisbury.md. City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council's meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.

NEXT COUNCIL MEETING – AUGUST 24, 2020

- **PUBLIC HEARINGS-**
 - **Charter Amendment Resolution No. 2020-3-** to amend the Charter of the City of Salisbury, Maryland by deleting Article VIII § SC8-2 – CITY CLERK QUALIFICATIONS
 - **Charter Amendment Resolution No. 2020-4-** to amend the Charter of the City of Salisbury, Maryland by removing a Deputy City Administrator and specifying the Chain of Command in Article IV § SC4-1
 - **Charter Amendment Resolution No. 2020-5-** to amend the Charter of the City of Salisbury, Maryland by amending the requirement for Competitive Bidding for lease terms beyond 3 years in the EXCEPTIONS TO COMPETITIVE BIDDING in Article XVI § SC16-3 A(6)
- **Ordinance No. 2611-** 2nd reading- to amend the Salisbury Municipal Code Title 13, PUBLIC SERVICES, Chapter 13.04 to provide for a waiver of comprehensive connection charges
- **Ordinance No. 2612-** 2nd reading- to amend Title 1, GENERAL PROVISIONS OF THE SALISBURY MUNICIPAL CODE to add a new chapter to establish procedures for electronic participation

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)

+19292056099,,5362772908# US (New York)

CITY OF SALISBURY
WORK SESSION (VIA ZOOM MEETING)
JULY 20, 2020

Public Officials Present

Council President John “Jack” R. Heath
Councilwoman Angela M. Blake
Councilwoman April Jackson (left at 5:45 p.m.)

Council Vice President Muir Boda
Councilwoman Michele Gregory

Public Officials Absent

Mayor Jacob R. Day

In Attendance

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Colonel Dave Meienschein, Lt. Jason Yankalunas, Captain Howard Drewer, City Attorney Mark Tilghman, City Clerk Kimberly Nichols, interested citizens, and members of the press.

On July 20, 2020 the Salisbury City Council convened in a Work Session at 4:30 p.m. via Zoom. The following is a synopsis of the topics discussed:

Ordinance accepting grant funds from Governor’s Office of Crime Control and Prevention under the FY21 Body Armor Program and amending FY21 Grant Fund Budget to purchase (8) bullet proof vests for Salisbury Police Officers

Colonel Dave Meienschein reported on the grant received from the Governor’s Office for a 50% match on (8) bullet proof vests. Federal grant funds would cover the remaining costs of the vests.

Colonel Meienschein said that all of the 84 or 85 sworn officers had vests, and they were replaced every five years.

Council reached unanimous consensus to advance the ordinance to legislative session.

Budget Ordinance appropriating insurance proceeds to purchase new Police Fleet vehicle

Colonel Meienschein explained SPD Patrol Unit #1474, a 2014 Chevrolet Caprice, was totaled in a motor vehicle accident. He requested the insurance proceeds of \$13,050 be transferred to the SPD Police Services Vehicle Account to be used towards the purchase of an additional vehicle in FY21.

Council reached unanimous consensus to move forward with the ordinance.

Charter Updates- City Clerk, City Administrator and Deputy City Administrators and adding language allowing for video participation by the public, Council and staff outside of a pandemic or public emergency

City Administrator Julia Glanz said that the City Charter still referred to Deputy City Administrators (plural). The City had (2) deputies several years ago and found it was best suited with only one.

She reported the City would also like to add language to permit Council participation via Zoom or another electronic method after the State of Emergency was lifted. PAC14, IT and Administration were working on improvements to Council Chambers to ensure a seamless transition to allow for electronic meetings.

Mr. Tilghman said the Charter did not specifically prohibit electronic meetings, and the method currently used was in accordance with the opinions of the Attorney General's Office in regards to Open Meetings. If the definition of a meeting was ever questioned, the City Charter basically called for the Council to meet, but the Code could define the type of meeting and allow for participation by electronic means.

Mr. Boda appreciated the flexibility of being able to meet electronically and said it would be helpful during the winter in inclement weather to not have to cancel their meetings. He indicated in § SC8-2 - City Clerk, under qualifications, the line read, "The City Clerk may be the same person who is the Treasurer for the City." He noted the City did not have a Treasurer, but rather a Finance Director. This phrase was missed in the re-organizational charter amendments and needed updating.

Mses. Jackson, Blake and Gregory agreed to the discussed changes.

President Heath noted the Zoom meetings received more public participation than when the meetings were held in person.

Warrant Service

President Heath stated that after all of the situations around the United States, Salisbury was one of the first cities to put together a task force to examine and work with the Police Chief and staff, Council and Administration to review policies and procedures.

Chief Duncan introduced SPD team members Colonel Dave Meienschein, Captain Howard Drewer, and Lt. Jason Yankalunas. She reported that over the past five (5) years, 115 warrants were served by Tactical Unit, of which forty (40) were signed as No Knock Warrants. However, only (36) were served as no knock warrants. One warrant was upgraded on the scene as the situation evolved from a Knock and Announce to a No Knock Warrant.

Lt. Yankalunas made a presentation on the warrant procedure. The police deliver the warrant to a judge to be signed which then allows them to conduct the search. He reported the majority of warrants served by the Criminal Investigation were served every day for things such as DNA, computer files, paper work, evidence related to thefts, etc. and were not served by the Tactical Unit.

Lt. Yankalunas further explained that after a judge signed a warrant, it was taken to the Police Department for determination as to how it would be served – either by members of the Tactical Unit or by detectives and officers. A consultation occurred to discuss manpower and safety prior to serving the warrant. If the Unit was to serve the warrant, it went to Lt. Yankalunas and commander

for threat assessment, investigation including surveillance, contingency plans, and other safety and case-related work. When served, the Knock and Announce or No Knock aspect can be changed at the time of the service. The SPD serves warrants for other departments with the same procedure being the same regardless of jurisdiction.

Lt. Yankalunas explained the purpose of the team was to save lives and do so in a safe manner. There was intensive training and selection standards for the team members. They have much more experience and conduct more prep work before serving warrants. Chief Duncan said the Team spent many hours per month together training and preparing.

President Heath opened up the discussion to Council members. The following comments were made by Council:

- Mr. Boda said it was a very informative presentation. They should discuss the City's limits within the State law. The SPD was not the only agency issuing warrants for the City of Salisbury. He asked if Mr. Tilghman could provide input, and would probably research before steps were taken. Mr. Tilghman said there was a Court of Appeals decision that tried to set the bounds for the No Knock Warrants and shortly thereafter legislature passed a law that regulated the warrants. Locally, we could impose additional requirements, but the SPD already had measurements in place for the appropriateness of No Knock Warrants.
- Ms. Jackson said they needed more information. She said she saw people murdered because of No Knock Warrants. She asked Lt. Yankalunas if she heard correctly that if there was a signed Knock and Announce Warrant, it could be changed to a No Knock Warrant. She asked, if the judge determined it to be a Knock and Announce Warrant, what would necessitate the change to a No Knock? Lt. Yankalunas said that a signed warrant was good to be served for (15) days, and a lot could change during that period. At the time the warrant is signed by the judge, there was no way of knowing what the conditions would be (15) days later. The courts have said, because of that, the officers have the discretion to change the type of warrant at the time of the service. He said the Unit frequently downgraded warrant services from No Knock to Knock and Announce because they realized the threat that existed at the time the warrant was signed no longer existed when it was served.

Ms. Jackson said more case studies should be done due to the fact that she knew someone murdered during this type of warrant and to ensure the City made the right decisions.

- Ms. Blake thanked Chief Duncan and staff for the educational presentation. She received many emails about legislation Council would be voting on, and legislation has not been yet been presented. She asked if this discussion would decide about putting the No Knock Warrant on the legislative agenda. Mr. Boda answered it was more of a discussion to see what direction the Council wanted to go, and no legislation was yet written. President Heath reminded the City had the Task Force of volunteers, and Council needed their input first. Ms. Blake said she thought it was reasonable and prudent to allow the path for the Police Accountability Task Force, along with the SPD and City officials to meet and share their recommendations, understandings, or ideas for changing things.

Ms. Blake asked Lt. Yankalunas if the threat assessment was a check list or standardized from the National Tactical Association. Lt. Yankalunas said they followed their

recommendations when it was put together, borrowed from several other agencies, and followed best practices. It was a living document over the last ten to fifteen years. This part was completed in the early part of a warrant. If it did not meet the threat levels, the officer could change it. It was done like this every single day. Ms. Blake reiterated that it was a collective effort, not made by only one officer.

- Ms. Gregory thanked Lt. Yankalunas for the presentation. She asked what qualified a warrant to become a No Knock. Lt. Yankalunas said if a judge signed it as a No Knock, it was not up to them to ensure any threshold was met, as it was up to the judge. If an officer delivered a warrant to a judge and requested it be No Knock, it would be between the officer and the judge. The judge alone makes the determination. If the judge signed it as a Knock and Announce, and they determined it should be No Knock, the decision would not be based on any one thing or magic number but on a combination of factors and the totality of the circumstances at the time. They were not upgraded often, but frequently were downgraded.

Captain Drewer discussed the Millers case in which certainty was outlined. The Supreme Court said there was an amount of certainty that had to be present in order to elevate it.

Ms. Gregory asked, when serving a No Knock Warrant, if the person was already in custody or engaged elsewhere, how quickly did that information travel. Was there a time limit between the person being arrested or taken into custody and the team being out in the field? Was there a specific guideline for how fast they had to communicate to those in the field that the person had been brought in? Lt. Yankalunas said every case was different. They had murder suspects where they had their houses under 24-hour surveillance for days, and would normally know if they had moved on. She asked if someone was arrested and in process, was there a method to communicate that he was in custody. Lt. Yankalunas said on a local level, if he was picked up, they would know about it.

Ms. Gregory asked what the average level of training for a Tactical Unit looked like. Lt. Yankalunas said they did not take anyone on probation unless they had some unique experience that qualified them for the Unit. Generally, they would have to have been an officer for at least two years. The selection process had a lot of moving parts to it, and many years they had try-outs with nobody accepted. They received sixteen hours of training per month with additional training throughout the year. The team worked together all the time and functioned as a larger force than their number would indicate because of their level of training. Their average officer had about seven years on, with corporals and officers being much longer. Captain Drewer discussed the rigid training and said each member initially went through a 40-hour SWAT course.

Ms. Gregory voiced her main concern was that they said they would cooperate with Federal Marshals, and yet Federal Marshals were being seen in places like Portland doing black bagging operations. She was concerned that if something happened between now and the Task Force providing its recommendations, it would be on the Council.

- Ms. Jackson said there had to be discussion on this, and the Council could not pass legislation without doing it correctly. She asked Lt. Yankalunas how many times had he served a warrant (either type) and felt threatened. He said he had been on literally hundreds

of warrants. Every time he served a warrant he knew he or one of his men could potentially get hurt 100% if the time. However, he knew that because of their professionalism and training they would be calm and capable to do exactly what had to be done. He did not know how many times he personally felt threatened. Captain Drewer added that he worked with and for him for many years. In situations that could be dangerous, Lt. Yankalunas had a way of controlling the incident and the scene. It was not so much about rushing into danger, but was to bring those people to his or the officers' position. With No Knocks, Lt. Yankalunas honored the warrant but controlled the incident without putting anybody on the scene in jeopardy. He added that Lt. Yankalunas had done an outstanding job as team leader.

- Chief Duncan said that those who made the career path decision of law enforcement understood the inherent risks and relied on training, education, mentorship, field training, etc. They were constantly in the training cycle since City officers seemed to move on.
- Ms. Jackson asked when a judge signed a warrant, if he considered the person's criminal background when deciding how the warrant was to be served. Lt. Yankalunas replied the justification for the warrant had to be in the paperwork, and the judge had to go by what was written and could not ask the officers additional questions. If the person's criminal history has been included in paperwork, the judge would have it and could take it into consideration.
- President Heath asked if there were debriefings held after serving warrants. Lt. Yankalunas said there was a physical briefing between the team members where they meet, and then the officers wrote a report of incident. He also wrote a report.

The presentation and discussion were for informational purposes and Council did not reach consensus during the discussion.

Council Code Of Conduct

President Heath said the current Council Code of Conduct went back to the days of former Council President Louise Smith and discussed the need to address the addition of social media and possible consequences for violating the code.

Mr. Boda thought they could add a requirement to attend social media classes. Mr. Heath asked if he would check with MML to see if there were examples of consequences.

Mses. Jackson, Blake and Gregory concurred that the Code of Conduct should be updated to include electronics and social media.

Public Comments

Seven (7) members of the public provided the following comments:

- Asked Council to look carefully at history of No Knock Warrants. The SPD report was their perspective- what if it happened in our community.
- Spoke on behalf of 171 residents and business owners of Salisbury who signed the petition to ban No Knock Warrants. Police Officers get injured in No Knock Warrants, too. This is an issue that protects both Police Officers and the general public and would bring them

227 together. Legislation like this would build trust in the community. Our 4th Amendment is
228 being removed right before our eyes. Asked Council to act on legislation.

- 229 • Thanked Ms. Gregory and Mr. Boda for bringing this to the attention of the activists in the
230 community. Asked Council to think about the legislation and listen to the requests of the
231 community regarding banning No Knock warrants. The Criminal Justice Reform Task Force
232 is a great initiative and needed in the City, but it was not formed yet. City Council had a
233 responsibility to listen to the community's demands. A ban on No Knock Warrants was a
234 direct request from the community protestors, not because they did not trust the police or the
235 City Police Department, but wanted the City Police Department to set the example. Was
236 offended by the official offense made by the Police Department because it did not help the
237 community. There were many young black people hurting and she did not think requesting a
238 ban on No Knock Warrants was putting the cart before the horse. If the City Council wanted
239 to say they were listening to the community, then to say "no" was to say "we don't care."
- 240 • It was important to consider the racial history behind the motivation of No Knock Warrants.
241 It was clear that the protesters wanted Salisbury to serve as the best example for our nation.
- 242 • Agreed with former speaker. The community has brought up an issue where people were
243 being murdered. The Police was defensive and claimed they had trainings and protocol in
244 place. Was concerned they did not address the racial history of why the protocol was in
245 place. Although they followed the judges' orders, the judge's motivations could not always
246 be trusted. If they wanted to listen to the people, this was what the people wanted. She
247 hoped it passed. The power of the Portland police was extremely scary.
- 248 • Several weeks ago, Chief Duncan indicated she wanted to improve relationship between the
249 Police Department and the community, but the existence of No Knock Warrants invariably
250 creates distrust. It was vital that these conversations continued and action taken to ban No
251 Knock Warrants. The Task Force did not exist yet, and waiting to ban No Knock Warrants
252 would only cause more distress and distrust in the community.
- 253 • Had respect for everyone in law enforcement and the military, but echoed the mention of
254 racial history. The issues of No Knock Warrants came from the Nixon Administration which
255 did not have the best track record for equitable solutions for all people. He highlighted that
256 the conversations brought up by community activists tended to shift the focus from the ideas
257 we wanted to convey onto the safety aspect of the police officers. We needed to hear from
258 the officers, but the issues raised by them as the reasons for No Knock Warrants were for
259 officer safety. He said that was not accurate because if someone entered someone's home in
260 clean clothes, forcibly and unannounced, a response would be triggered whether or not they
261 were a criminal. Exercising these types of warrants put police officers in danger. If the
262 Police Department and City Council were concerned with officer safety, banning No Knock
263 Warrants would ensure their safety. Chief Duncan would like to provide more training, but
264 the City budget would not allow it. That was another point, and he was sure everyone
265 received emails from him concerning the fact that the Police Department took around 34%
266 of the City's budget. He did not want this conversation or any conversations in the future to
267 turn into an opportunity to increase the funding for the Police Department in any way.

268 **Council Remarks**

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271 Mr. Boda thanked everybody for participating in the dialogue. There were several factors on this
272 issue, and what City Attorney Mark Tilghman came up with would determine the direction Council

would go. He asked everyone to support local businesses, stay safe and wear masks to be respectful of others. Stay cool and have a good week.

Ms. Blake thanked everyone for the discussion and clarified that there was no legislation to be voted on this evening. This was the first discussion Council had on the issue and they needed to act prudently because of the magnitude of these possible changes. She wanted to do it the right way. She encouraged those healthy to donate blood. The region was still very low on supply.

Ms. Gregory thanked those for attending voicing their opinions. There would be more conversations about this. Black Lives Matter, be kind to each other, wear your masks over your nose and mouth.

President Heath thanked all of the participants for stating their positions. They discussed changing the Charter to include having Zoom meetings, and the amount of participation they had this evening was a shining example. He did not think they would have had so many participants in Council Chambers. Give blood if you were able, as there was a desperate need. Be kind to each other.

Adjournment

With no further business to discuss, the Work Session adjourned at 6:07 p.m.

City Clerk

Council President

CITY OF SALISBURY, MARYLAND

REGULAR MEETING (VIA ZOOM MEETING)

JULY 27, 2020

PUBLIC OFFICIALS PRESENT

*President John “Jack” R. Heath
Councilwoman Angela M. Blake
Councilwoman April Jackson*

*Council Vice-President Muir Boda
Councilwoman Michele Gregory*

PUBLIC OFFICIALS ABSENT

Mayor Jacob R. Day

IN ATTENDANCE

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Supervisory Civil Engineer Rick Baldwin, City Attorney Mark Tilghman, and City Clerk Kimberly Nichols

CITY INVOCATION – PLEDGE OF ALLEGIANCE

The City Council met in regular session at 6:02 p.m. via a Zoom Meeting. Council President John R. Heath called the meeting to order.

ADOPTION OF LEGISLATIVE AGENDA

Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve the legislative agenda as presented.

CONSENT AGENDA – presented by City Clerk Kimberly Nichols

The Consent Agenda consisting of the following items was unanimously approved on a motion and seconded by Mr. Boda and Ms. Blake, respectively:

- **April 20, 2020** Budget Work Session Minutes
- **July 13, 2020** Legislative Session Minutes
- **Resolution No. 3049**- approving the reappointment of William Turner to the Revolving Loan Advisory Committee for the term ending August 2024

AWARD OF BIDS – presented by Procurement Director Jennifer Miller

The Award of Bids, consisting of the following items was unanimously approved by a motion and seconded by Ms. Jackson and Ms. Blake, respectively:

Award of Bid \$585,515.00, ITB 20-128, Police Department HVAC Replacement \$585,515.00

ORDINANCE- presented by City Attorney Mark Tilghman

- 43 • **Ordinance No. 2609**- 1st reading- accepting grant funds from the Governor's Office of
44 Crime Control and Prevention in the amount of \$1,350 under the FY21 Body Armor
45 Program (BARM) and amending the FY2021 Grant Fund Budget to appropriate these
46 grant funds for the purchase of eight (8) new bullet proof vests (Level II Ballistic) for
47 Salisbury Police Officers

48 Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve
49 Ordinance No. 2609 for first reading.

- 50 • **Ordinance No. 2610**-1st reading- approving a budget amendment of the FY21 General
51 Fund Budget to appropriate insurance proceeds received in FY21 to aid in the purchase
52 of a new vehicle for the Police Fleet

53 Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve
54 Ordinance No. 2610 for first reading.

55 **PUBLIC COMMENTS**

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57 Deputy City Administrator Andy Kitzrow announced that Bruce Wharton passed away today from
58 COVID-19.

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60 **COUNCIL COMMENTS**

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62 President Heath asked everyone to continue practicing social distancing and to wear their masks.

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64 City Administrator Julia Glanz

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66 Ms. Glanz reported the new circle was open and looks great, with guard rails and cross walks to be
67 installed the next day. The Gateway to Downtown and Camden signs would be installed soon.

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69 Mr. Boda asked everyone to support their local businesses and restaurants, to stay safe and cool.

70
71 Ms. Jackson said Bruce Wharton was an outstanding man who helped the community for many
72 years. She asked for a proclamation to be presented from the City of Salisbury. Wednesday, July 29,
73 2020 at 6:00 p.m. was the Community Mural Input Meeting at the VFW Post 10159.

74
75 Ms. Blake asked those who were healthy to donate blood, stay safe and out of the heat.

76
77 Ms. Gregory asked everyone to wear their masks

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79 **ADJOURNMENT**

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81 With no further business to discuss, the Legislative Session adjourned at 6:22 p.m.

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83 _____
84 City Clerk

85
86 _____
87 Council President



City of
Salisbury
Jacob R. Day, Mayor

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.

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



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Julia Glanz, City Administrator
From: Julie English, Administrative Assistant III
Subject: Appointment to the Disability Advisory Committee
Date: August 6, 2020

The following person has applied for appointment to the Disability Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Dominique Sessa	August 2023

Attached you will find information from Dominique Sess and the resolution necessary for her appointment. If you approve of this appointment, I will forward this information to the City Council so it may be placed on their agenda for the next Council meeting. Please let me know if you have any questions.

Attachments

DOMINIQUE SESSA

484-632 4945
dominiquesessa@icloud.com
m

1416 Beckford Ct
Salisbury MD
21804

July 8, 2020

To whom it may concern,

I have been a full-time wheelchair user since I was 17. I have a progressive NMD (neuromuscular disease). It's a broad classification that encompasses many disorders such as ALS and or muscle dystrophy as an example. My exact disorder is not technically known due to my gene anomaly not being identified yet.

As my disability progressed, it's taught me how important it is to fight for those in the disabled community who don't have a way to use their voice. To me, I think advocacy is being an example of what you wish to see happen in your own local community as well for a broader, more future oriented picture. Change happens when you make those changes and push towards them.

Many disabled people are not only just members of our disabled community, but also people of color, members of the LGBTQ* community, and live below poverty level due to SSI. I think it's important to celebrate the diversity of disabled people. It's something that I feel passionate about.

I firmly believe that being conscious in our choices to diversify our roles, to work for accessibility, and against ableism are critical in the conversation for moving Salisbury forward. I hope to learn with fellow disabled members of my community. It's an immensely exciting prospect that I never imagined!

I love Salisbury and it's why I care. I have such passion for this community and making it a better place. I want it to become a city that's accessible for all, especially those who rely on accessibility features like me.

Thank you.

Warmest wishes,

Dominique Sessa

DOMINIQUE SESSA

484-632-4945
dominiquesessa@icloud.com

1416 Beckford Ct
Salisbury, MD
21804

Summary

I have background in local community work, volunteerism, and advocacy work. My disability and local community work are both central to my life. Some of my most helpful skill-sets have been utilizing digital platforms to foster knowledge on accessibility and being familiarized with local organizing. Seeking to apply my volunteerism skill-sets and advocacy work to this Committee.

Relevant Experience

The Girl in the Pink Wheelchair — 2012

I founded this for disabled women and girls to share their voices, stories etc. Through this platform, I've been able to share my own writing, fundraisers for those in the disabled community, and make content that's relevant to issues affecting disabled people. I founded this organization because I believe that issues affecting disabled women are especially important. As someone with a physical disability and dependent on a mobility aid, I find it immensely important for there to be positive advocates and platforms.

Delmarva COVID-19 Crafters & Volunteers — 2020

In March of 2020, I created a PPE local grassroots organization after We are now the largest PPE Drive on the Eastern Shore. We're also a regional affiliate of "Get Us PPE (*the largest PPE org*)" and a regional affiliate of Open Source Medical Supplies.

Vulnerable Population Taskforce — 2020

I have been an active member of Salisbury's Vulnerable Population Taskforce since its creations. Some of the things that I have worked with on the Taskforce have been supplying PPE, using some of my graphic design skills, and fostering conversation that fosters an intersectional definition of "accessible."

Skills

Familiarized with using accessible language on digital media; i.e. Image Descriptions, proficient with digital resources such as social media and graphic design, intermediate level of Italian, creative, organized

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<u>Name</u>	<u>Term Ending</u>
Dominique Sessa	August 2023

ATTEST:

John R. Heath
PRESIDENT, City Council

_____ day of _____, 2020

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



MEMORANDUM

To: Julia Glanz, City Administrator
From: Julie English, Administrative Assistant III
Subject: Appointment to the Disability Advisory Committee
Date: August 6, 2020

The following person has applied for appointment to the Disability Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Adith Thummalapalli	August 2023

Attached you will find information from Adith Thummalapalli and the resolution necessary for her appointment. If you approve of this appointment, I will forward this information to the City Council so it may be placed on their agenda for the next Council meeting. Please let me know if you have any questions.

Attachments

July 27, 2020

Greetings, members of the Disability Advisory Committee,

My name is Adith Thummalapalli and I am a recent graduate of the University of Maryland, College Park with a B.S. in Mechanical Engineering. I am also an individual with a physical disability, Duchenne's Muscular Dystrophy, which has required me to use a power wheelchair since I was 10. Additionally, I interned for the Office of the Mayor in the summer of 2018. When I was a student at Maryland, I was heavily involved with advocacy centered around improving inclusion and access for students with disabilities on the university campus and want to continue that sort of work in a more public sense, now that I have graduated.

One of the projects that I worked on as a student, which best represents my approach to advocacy, was the creation of a document called the 2019 Campus Accessibility Report. This report was intended to bring attention to some of the shortcomings related to ADA compliance and disability inclusion on the College Park campus. This was done through a comprehensive review of ADA standards in the context of a college campus, a collection of student testimonials, and photographic evidence identifying problem areas. The report outlined the current state of affairs, described what an ideal situation would look like, and proposed what a possible solution to move from the current state to the ideal state might look like. This report was sent to the Office of the President and university administrators began to actually address the concerns outlined in the report.

The report was mainly informational but also provided actionable input for university administration, both of which I believe were strengths of the report. As an advocate, I try to avoid placing blame on any particular entity for any areas of improvement that are discussed and prefer to stick only to facts that can be supported by clear evidence. However, I do think it is important to hold some entity accountable for addressing the areas of improvement and following up with those entities, to make sure progress is being made. As a result of the Accessibility Report, the President's Commission on Disability Issues (PCDI), a group with a similar set of responsibilities to this Disability Advisory Committee, approached me about working with them and helping establish a student group to work towards improving disability inclusion. My subsequent work with the PCDI and other organizations is described more in detail in my attached resume.

This brings me to why I want to join the Disability Advisory Committee for the City of Salisbury. Just like I was able to make a meaningful and lasting impact on the campus of my alma mater, I want to make an impact on the city I have called home for most of my life. Salisbury is a rapidly growing city and has reinvented itself for the better in the past decade, and I am proud to say that I am from Salisbury. However, as a citizen of Salisbury who also has a disability, I have personally noticed many things that could be improved to make the city much more accessible for people of all abilities. I want to help push for those improvements to better the lives of the current residents and any future residents of Salisbury. Additionally, I feel that my prior experience being on an advisory committee related to disability inclusion, albeit on a smaller scale on a college campus, would make me a helpful addition to the team. Thank you all for your time and for your consideration!

Warm Wishes,

Adith Thummalapalli

ADITH KUMAR THUMMALAPALLI

27204 Equestrian Drive ♦ Salisbury, MD 21801 ♦ 410-713-1035 ♦ aditht@gmail.com ♦
<https://www.linkedin.com/in/adith-thummalapalli-100equestrian11209/>

PAST WORK

University of Maryland 2019 Campus Accessibility Report (CAR)

College Park, MD

Author

Mar. 2019 – Apr. 2019

- Wrote a 23-page report intended to bring attention to the shortcomings related to ADA compliance and disability inclusion present on the University of Maryland, College Park campus.
- Conducted comprehensive research into the standards outlined by the Americans with Disabilities Act of 1990, in the context of a university campus, and collected student testimonials and photographic evidence of barriers to access.
- Detailed the current state of affairs, explained the ideal best-case scenario, and proposed solutions to move from the current state to the ideal state for five main problem areas identified by students.
- Received the endorsement of the Student Government Association (SGA) for the report and submitted the report to the University of Maryland President's Office.

Student Advisory Committee to the President's Commission on Disability Issues (PCDI)

College Park, MD

Founding Member

Apr. 2019 – Present

- Worked with the faculty co-chairs of the PCDI establish a corresponding student advisory committee to better address the accessibility concerns of the student body.
- Helped establish the mission and responsibilities of the committee: to provide a public forum for individuals with disabilities to express their concerns and to advise and provide actionable input for the PCDI.
- Created an online form for the campus community to express concerns for the committee to address.
- Set the agendas for the monthly meetings and moderated open forum discussions.
- Worked with other student committee members on various projects dedicated to improving disability inclusion and access on campus and in the surrounding city of College Park.

Delta Alpha Pi (DAPI) National Honor Society, Gamma Rho Chapter

College Park, MD

Vice President

May 2019 – May 2020

- Assisted the president with day-to-day tasks associated with running the honor society and supporting the academic success of students with disabilities.
- Worked with the faculty head of the Accessibility and Disability Service (ADS) Office to identify areas of improvement to provide better academic services and accommodations for students.
- Carried out public outreach tasks to spread awareness about DAPI through tabling at campus events and running the organization's Facebook and Instagram pages.
- Worked with the DAPI student executive board to plan the virtual induction ceremony in April for the 2020 inductees.

University of Maryland ADA 30th Anniversary Event

College Park, MD

Member of Planning Committee

Jun. 2020

- Helped plan a webinar discussing the work of disability activist Judith Heumann to celebrate the 30th anniversary of the passage of the ADA.
- Assisted with logistical tasks for the event and developing a graphic to advertise the event on social media.
- Conducted a live, hour-long interview with Mrs. Heumann focused on her involvement with disability activism in the past and her personal vision for the future, for an audience of approximately 400 people.

CURRENT AND ONGOING WORK

President's Commission on Disability Issues (PCDI)

College Park, MD

Alumni Member and Student Committee Liaison

Jun. 2020 - Present

- Serving as one of the advisors to the student advisory committee and working with the student representatives to communicate their ideas to the rest of the PCDI.
- Drafting a statement to the newly appointed President of the University of Maryland, Dr. Darryll J. Pines, outlining the recommendations PCDI has for improving disability inclusion and accessibility on campus.
- Drafting an Accessibility Report Update to describe to the campus community what actions have been taken by the university to address the concerns outlined in the 2019 CAR.

Department of Student Affairs 2020 Fall Welcome - Disability Affinity Spaces Project

College Park, MD

Member and Alumni Representative for Mobility-Related Affinity Space

Present

- Working with a team of students and faculty from the Dept. of Student Affairs to provide virtual Zoom spaces for incoming students with disabilities to network with other students having similar disabilities to their own, in an effort to get them involved with the advocacy work being done at Maryland and empower them to do more.

Adapting Courses to Maximize Accessibility Project

College Park, MD

Advisory Board Member

Present

- Working with a team of students and two professors to adapt an existing course offered in the School of Public Health (HLTH 364) to serve as an example of how to incorporate disability inclusion and universal access into course design.
- Helping to create new content intended to teach students in the course how to spread information in a manner that is accessible to people of all abilities.

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<u>Name</u>	<u>Term Ending</u>
Adith Thummalapalli	August 2023

ATTEST:

John R. Heath
PRESIDENT, City Council

_____ day of _____, 2020

Julia Glanz, City Administrator for and
with the authority of 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: August 6, 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. 3053

2
3 A RESOLUTION OF THE CITY OF SALISBURY ACCEPTING A DONATION OF
4 TWO THOUSAND POUNDS OF DELI STYLE TURKEY MEAT FROM PERDUE FARMS,
5 INC. TO DISTRIBUTE TO CITY OF SALISBURY EMPLOYEES VIA THE CITY OF
6 SALISBURY'S EMPLOYEE FOOD PANTRY.
7

8 WHEREAS, the Council of the City of Salisbury supports the acceptance of donations to
9 improve the health and wellness of City employees; and
10

11 WHEREAS, Perdue Farms Inc, via the Maryland Food Bank – Eastern Shore, wishes to
12 donate two thousand pounds of deli turkey meat to the City of Salisbury to be distributed through
13 “The Pantry,” a food pantry established for employees of the City of Salisbury; and
14

15 WHEREAS, the City created “The Pantry” to combat food insecurity and make available
16 health food options for the employees of the City of Salisbury.
17

18 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
19 SALISBURY, MARYLAND does hereby accept the donation of two thousand pounds of deli
20 style turkey meat valued at approximately \$8,000.00.
21

22 THIS ABOVE RESOLUTION was introduced, read and passed at the regular meeting of
23 the Council of the City of Salisbury held on this ____ day of _____, 2020 and is to become
24 effective immediately upon adoption.
25

26 **ATTEST:**

27
28 _____
29 Kimberly R. Nichols, City Clerk


John R. Heath, President
Salisbury City Council

30
31
32
33 APPROVED BY ME THIS ____ day of _____, 2020.
34
35

36 _____
37 Julia Glanz, City Administrator, for and with the authority of
38 Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development 
Date: 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.

1 RESOLUTION No. 3054

2
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING A
4 TEMPORARY CONSTRUCTION EASEMENT AND ONGOING MAINTENANCE EASEMENT,
5 AND TO GRANT A DEED OF EASEMENT TO FIRST MOVE PROPERTIES, LLC.
6

7 WHEREAS, First Move Properties, LLC intends to improve properties it owns located at 130
8 East Main Street, 132 East Main Street and 144 East Main Street in the Central Business District; and
9

10 WHEREAS, First Move Properties, LLC requires easements across real property owned by the
11 City of Salisbury in order to improve the properties identified as 130 E. Main Street and 132 E. Main
12 Street, City of Salisbury, to create a walkway from the property to the City of Salisbury parking garage;
13 and
14

15 WHEREAS, the attached Deed of Easement and the attached Temporary Construction
16 Easement and Ongoing Maintenance Easement detail the aforementioned easement areas and
17 agreement between the City of Salisbury and First Move Properties, LLC.
18

19 NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF
20 SALISBURY, MARYLAND, that the Mayor is authorized to negotiate, sign and enter into an
21 easements with First Move Properties, LLC that are substantially similar to the attached Temporary
22 Construction and Ongoing Maintenance Easement and Deed of Easement, with such other terms and
23 conditions as required by the City Solicitor.
24

25 THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held
26 on _____, 2020, and is to become effective immediately upon adoption.
27

28
29 ATTEST:
30

31 _____
32 Kimberly R. Nichols, City Clerk
33

John R. Heath, President
Salisbury City Council
34

35 APPROVED BY ME THIS:
36

37 _____ day of _____, 2020
38

39 _____
40 Julia Glanz, City Administrator, for and
41 with the authority of 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. Term of Temporary Construction Easement. 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. Term of Ongoing Easement. 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. Indemnification and Insurance.

(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.

(b) Grantee shall obtain and keep in full force and effect, until construction of 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 its 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: _____ (SEAL)
Jacob R. Day, Mayor

GRANTEE:

First Move Properties, LLC

By: _____ (SEAL)
Nicholas R. Simpson, Managing Member

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JACOB R. DAY, who acknowledged himself to be the Mayor of THE CITY OF SALISBURY, MARYLAND, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said municipal corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared NICHOLAS R. SIMPSON, who acknowledged himself to be the Managing Member of FIRST MOVE PROPERTIES, LLC, and that he, as such Managing Member, being authorized so to do, executed the foregoing instrument on behalf of First Move Properties, LLC for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

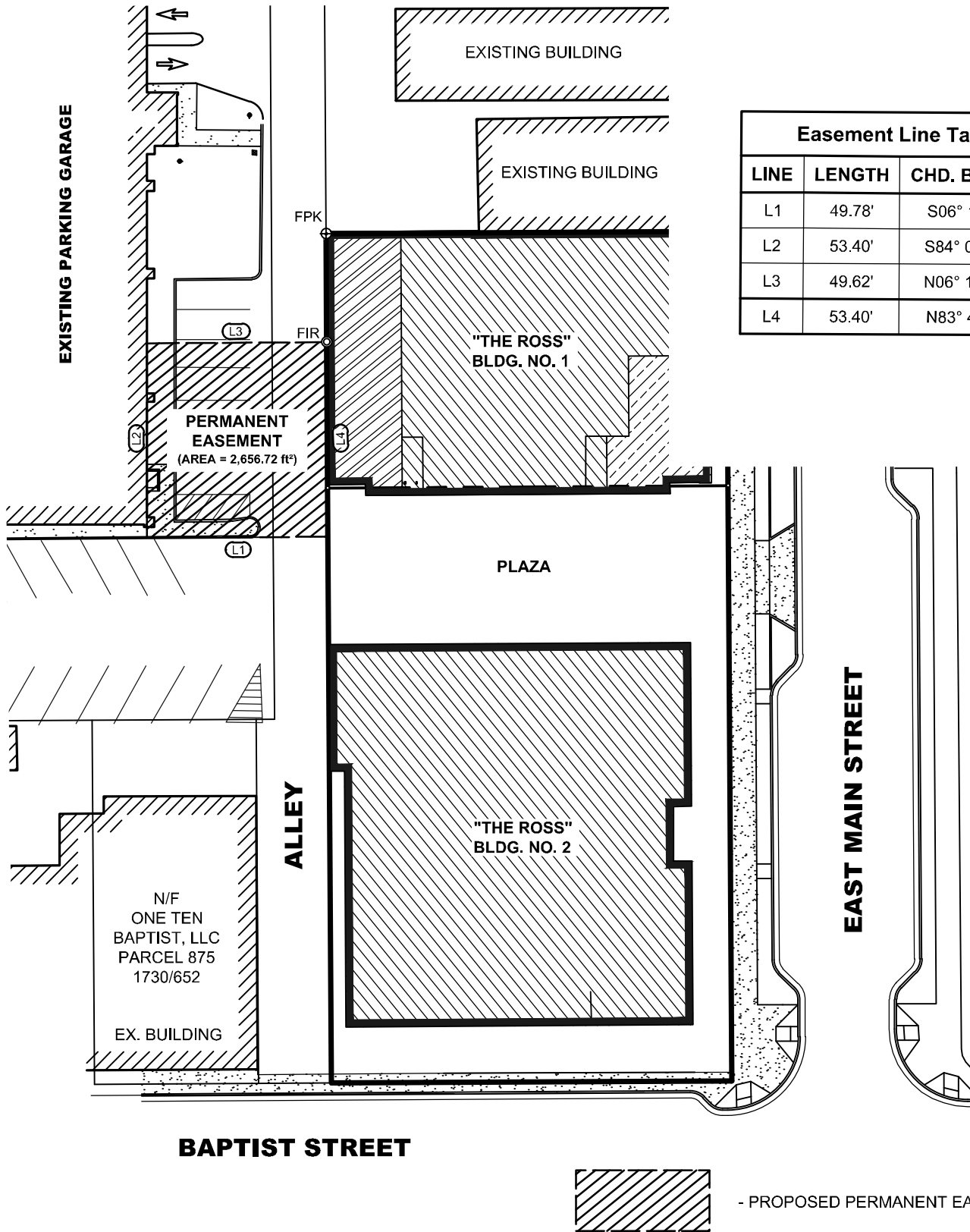
My Commission Expires: _____

CERTIFICATION BY ATTORNEY

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Michael P. Sullivan

EXHIBIT "A"



Easement Line Table		
LINE	LENGTH	CHD. BEARING
L1	49.78'	S06° 14' 00"E
L2	53.40'	S84° 04' 19"W
L3	49.62'	N06° 14' 00"W
L4	53.40'	N83° 46' 00"E

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

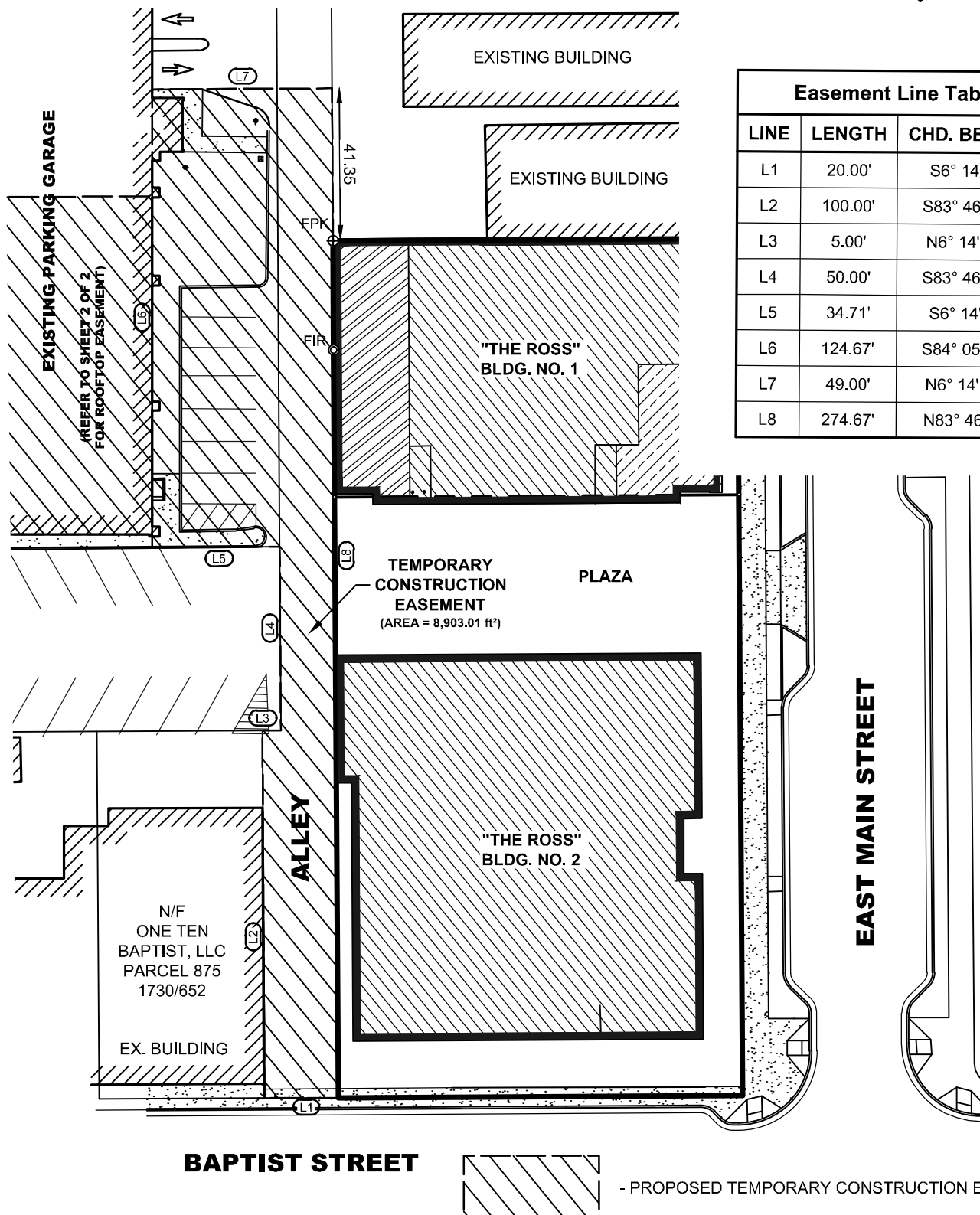
**BECKER
MORGAN**
GROUP

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

EXHIBIT "B"



Easement Line Table		
LINE	LENGTH	CHD. BEARING
L1	20.00'	S6° 14' 00"E
L2	100.00'	S83° 46' 00"W
L3	5.00'	N6° 14' 00"W
L4	50.00'	S83° 46' 00"W
L5	34.71'	S6° 14' 00"E
L6	124.67'	S84° 05' 38"W
L7	49.00'	N6° 14' 00"W
L8	274.67'	N83° 46' 00"E

SHEET 1 OF 2

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

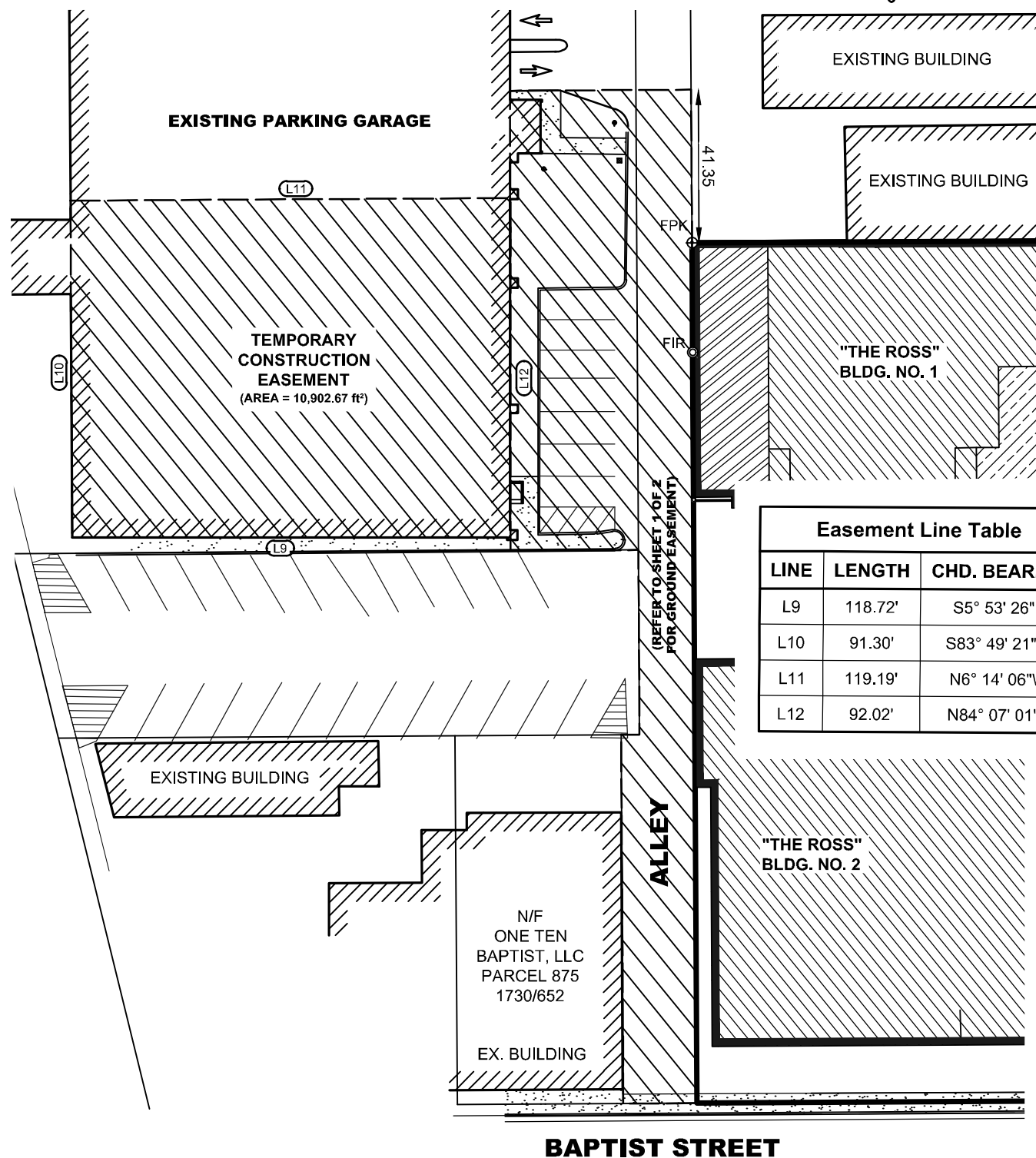
**BECKER
 MORGAN**
 GROUP

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

EXHIBIT "B"



Easement Line Table		
LINE	LENGTH	CHD. BEARING
L9	118.72'	S5° 53' 26"E
L10	91.30'	S83° 49' 21"W
L11	119.19'	N6° 14' 06"W
L12	92.02'	N84° 07' 01"E



- PROPOSED TEMPORARY CONSTRUCTION EASEMENT AREA

SHEET 2 OF 2

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

**BECKER
 MORGAN**
 GROUP

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

ORDINANCE No. 2609

AN ORDINANCE OF THE CITY OF SALISBURY ACCEPTING GRANT FUNDS FROM THE GOVERNOR'S OFFICE OF CRIME CONTROL AND PREVENTION IN THE AMOUNT OF \$1,350.00 UNDER THE FY21 BODY ARMOR PROGRAM (BARM) AND AMENDING THE FY2021 GRANT FUND BUDGET TO APPROPRIATE THESE GRANT FUNDS FOR THE PURCHASE OF EIGHT (8) NEW BULLET PROOF VESTS (LEVEL II BALLISTIC) FOR SALISBURY POLICE OFFICERS.

WHEREAS, the Governor's Office of Crime Control and Prevention has awarded the Salisbury Police Department \$1,350.00 for the purpose of purchasing eight (8) new bullet proof vests (Level II Ballistic); and

WHEREAS, the Salisbury Police Department desires to purchase these new bullet proof vests in order to provide appropriate safety equipment to its officers; and

WHEREAS, the required matching funds for this grant in the amount of \$1,350.00 will be provided by the Salisbury Police Department in the Protective Vests/Equipment account 21021-546022; and

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City accepts the aforementioned grant funds to be spent as outlined in the underlying grant agreement attached hereto.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY that the City's Fiscal Year 2021 Grant Fund Budget be and is hereby, amended as follows:

- 1) Increase the GOCCP Revenue Account (10500-425100-xxxxx) by \$1,350.00
- 2) Increase the Protective Vests / Equipment Account (10500-546022-xxxxx) by \$1,350.00

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 27th day of July, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the _____ day of August, 2020.

47 ATTEST:

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49
50 _____
51 Kimberly R. Nichols
52 City Clerk

John R. Heath, President
Salisbury City Council

53
54
55 APPROVED BY ME THIS:

56
57 _____ day of August, 2020

58
59
60 _____
61 Julia Glanz, City Administrator, for and
62 with the authority of Jacob R. Day, Mayor
63

ORDINANCE No. 2610

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY21 GENERAL FUND BUDGET TO APPROPRIATE INSURANCE PROCEEDS RECEIVED IN FY21 TO AID IN THE PURCHASE OF A NEW VEHICLE FOR THE POLICE FLEET.

WHEREAS, Salisbury Police Patrol Vehicle #1474, 2014 Chevrolet Caprice VIN: 6G3NS5U33EL962755 was involved in a motor vehicle accident and was deemed a total loss; and

WHEREAS, the insurance proceeds received for the value of the vehicle totaled \$13,050.00; and

WHEREAS, Salisbury Police Department (SPD) is requesting that the insurance proceeds of \$13,050.00 for the vehicle be placed in the SPD Vehicle Purchase Account, 21021-577025; and

WHEREAS, SPD will utilize the funds from the insurance proceeds towards the purchase of an additional vehicle for the Salisbury Police Department within the FY21 budget year; and

WHEREAS, appropriations necessary for the vehicle purchase must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City's Fiscal Year 2021 General Fund Budget is hereby, amended as follows:

- 1) Increase Insurance Proceeds (01000-456935) by \$13,050.00
- 2) Increase the Police Department - Police Services-Vehicle Account (21021-577025) by \$13,050.00.

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 27th day of July, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

50 Approved by me this _____ day of _____, 2020

51

52

53

54 _____
Julia Glanz, City Administrator, for

55 and with the authority of Jacob R.

56 Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: July 13, 2020
Re: Comprehensive Connection Charges Waiver for development in Downtown area

AP

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 questions, 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.

ORDINANCE No. 2611

AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND THE SALISBURY MUNICIPAL CODE TITLE 13, PUBLIC SERVICES, CHAPTER 13.04 TO PROVIDE FOR A WAIVER OF COMPREHENSIVE CONNECTION CHARGES.

WHEREAS, Chapter 13.02.070 states that the Council may allow discounts for the comprehensive connection charges established in this chapter if it is consistent with the City's 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, THEREFORE, 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.*

1. *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.*
2. *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.*
3. *The two-year waiver begins to run from the time of the signing of the resolution awarding the waiver.*
4. *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:

* 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.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this ____ day of _____, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2020.

ATTEST:

Kimberly R. Nichols
CITY CLERK

John R. Heath
PRESIDENT, City Council

APPROVED BY ME THIS ____ day of _____, 2020

Julia Glanz, City Administrator,
for and with the authorization of Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

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.

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WHEREAS, the ongoing application, administration and enforcement of Title 1, General Provisions of the Salisbury Municipal Code, demonstrates a need for periodic review, evaluation and amendments that will keep Title 1 current; and

WHEREAS, the Mayor and City Council desire to establish procedures for electronic participation in meetings to be held by the City.

Chapter 1.20 – Electronic Participation.

1.20.010 Teleconference or other electronic participation in meetings.

A. This section governs the telephonic and or other electronic participation of the Mayor, City staff, the public and members of the Council or other Board at all meetings of the City Council and other Boards of the City.

B. The preferred procedure for City Council and other Board meetings is that the Council and other Board members should be physically present at the designated time and location within the City for the meeting. However, physical presence is hereby waived and the Mayor, City staff, the public, and any member(s) of the Council or a Board may participate in a meeting by teleconference or other approved electronic means, subject to the procedures and limitations provided in this section.

C. A person participating by teleconference shall, while on the teleconference, be deemed to be present at the meeting for all purposes. The person shall make every effort to participate in the entire meeting.

D. If the President of the Council or Board Chair participates by teleconference, the President or Chair may vote, but a member acting in the President's or Chair's absence, who is physically present at the meeting, shall preside over and perform all other functions of the President at the meeting. In the event all Council members or Board members are participating by teleconference, the President or Chair shall preside over the meeting by teleconference.

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

47
48 1.20.020 Teleconference procedures.
49

50 A. Any person who does not wish to be physically present for a regularly scheduled meeting
51 shall notify the City Clerk or Board Secretary at least one day prior to the scheduled time
52 for the meeting of his or her request to participate in the meeting by teleconference.

53 B. The City Clerk or Board Secretary shall notify the Council or other Board of the person's
54 request to participate by teleconference.

55 C. 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 Board Chair shall establish that the connection of each individual is sufficient to meet the
59 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 any teleconference connection. Only the Council members or Board members physically
64 present may vote on the quality of a teleconference connection unless all members of the
65 Council or Board are not physically present. In that case, the City Clerk or Board
66 Secretary, with the advice of the City Solicitor, shall determine whether the
67 teleconference connection is sufficiently clear to satisfy the requirements of this section.
68 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 persons are valid. If telephonic participation is interrupted due to poor connectivity that
73 hinders the active participation of any individual, any Council or Board member may
74 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 Chair shall call for a vote on whether to terminate the unclear teleconference
77 participation. Prior to the vote, the Council or other Board members may make such
78 inquiries as necessary to make a decision. If a majority of the Council or Board votes to
79 terminate a person's teleconference participation, the record will indicate such and the
80 person participating by teleconference shall not be called upon to comment further or to
81 vote. The Council's or Board's determination is final and not subject to appeal.

- D. Subsections (A) and (B) of this section do not apply to special meetings or emergency meetings of the City Council or other Board. A member or person who requests to participate in a special or emergency meeting of the City Council or other Board must notify the City Clerk or Board Secretary before the time scheduled for the start of the meeting. The Clerk or Board Secretary will notify the Council no later than the commencement of the meeting. After a connection is established with the person or persons requesting to participate by teleconference, a ruling shall be made on the person's participation in the meeting as provided in subsection (C) of this section.*
- E. The means used for a teleconference meeting of the City Council or other Board must enable each person appearing by teleconference to clearly hear the Council or Board members, other participants, and public testimony at the meeting as well as to be clearly heard by all Council or Board members and members of the public in attendance.*
- F. The City Clerk or Secretary of any Board shall note in the journal of the proceedings all members and participants appearing by teleconference.*
- G. To the extent practicable, materials to be considered by the Council or Board shall be made available to Council and Board members attending by teleconference.*

EXPLANATION:

* *ITALICIZED AND UNDERLINED PRINT INDICATE MATERIAL ADDED TO EXISTING LAW.*

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

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the _____ day of _____, 2020 and thereafter, a statement of the substance of the ordinance having been published as required by law, in the meantime, was finally passed by the Council on the ____ day of _____, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, City Council
President

Approved by me, this _____ day of _____, 2020.

125

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