

RESOLUTION NO. 2642

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CHESAPEAKE BAY TRUST FOR THE PURPOSE OF EXPENDING GREEN STREETS, GREEN JOBS, GREEN TOWNS GRANT FUNDS IN THE AMOUNT OF \$75,000 FOR IMPLEMENTATION OF BIORETENTION PRACTICES IN THE MAIN STREET MASTERPLAN PROJECT.

WHEREAS, the City of Salisbury applied for funds through the Chesapeake Bay Trust Green Streets, Green Jobs, Green Towns Grant Program; and

WHEREAS, the Chesapeake Bay Trust has awarded the City of Salisbury funds in the amount of \$75,000; and

WHEREAS, these funds shall be used to fund the implementation of bioretention practices in the Main Street Masterplan Project; and

WHEREAS, the City of Salisbury must enter into a grant agreement with the Chesapeake Bay Trust defining how these funds must be expended; and

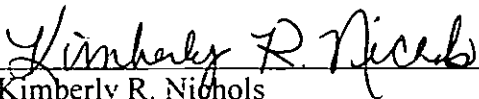
WHEREAS, § 7-29 of the Salisbury City Charter forbids the Mayor from entering into a contract that requires an expenditure not appropriated or authorized by the City Council; and

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 RESOLVED THAT, the Council of the City of Salisbury, Maryland does hereby appropriate the necessary funds and authorize Mayor Jacob R. Day to enter into a grant agreement with the Chesapeake Bay Trust and expend the awarded funds accordingly.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on July 11, 2016, and is to become effective immediately.

ATTEST:

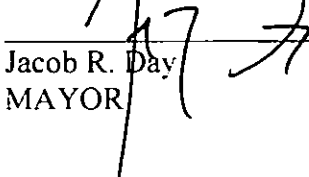


Kimberly R. Nichols
CITY CLERK

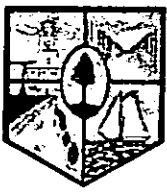


Laura Mitchell
CITY COUNCIL VICE-PRESIDENT

APPROVED BY ME this 15th day of July, 2016.



Jacob R. Day
MAYOR



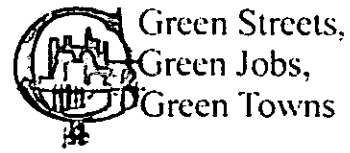
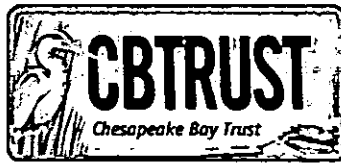
City of
Salisbury
Jacob R. Day, Mayor

To: Thomas Stevenson, City Administrator
From: Michael S. Moulds, P.E., Director of Public Works *MSM*
Date: June 27, 2016
Re: Green Streets, Green Jobs, Green Towns Grant Program – Main Street Masterplan

The City of Salisbury has been awarded a Chesapeake Bay Trust Green Streets, Green Jobs, Green Towns Grant. The grant will fund the implementation of bioretention practices in the first phase of the Main Street Masterplan Project (East Main Street between Route 13 and Division Street). The grant is for \$75,000. The project was identified in the City's FY16 Capital Improvements Plan (Project #PW0008). The grant funds the construction of the Bioretention area media, plantings, mulch and underdrain pipes.

Attached is a Resolution for consideration to accept the Green Streets, Green Jobs, Green Towns Grant in the amount of \$75,000.

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



June 6, 2016

Mr. Michael Moulds
Director of Public Works
City of Salisbury
125 North Division Street
Salisbury, MD 21801

Dear Mr. Moulds:

The Chesapeake Bay Trust thanks the City of Salisbury for your proposal. The Trust received a high level of requests, over \$1,700,000 in requests for over \$800,000 available in this round of the Green Streets, Green Jobs, Green Towns Grant Program. I am pleased to report approval of a grant in the amount of \$75,000 for implementation of bioretention practices in the Main Street Masterplan project in Salisbury, Maryland.

Your grant award will be distributed in two (2) phases as detailed in the grant agreement attached. The phased payments are contingent on key elements that are required prior to the release of each payment as described in your grant agreement. All receipts, invoices, and timesheets must accompany status and final reports. Changes in the deliverables, timeline, or budget as detailed in the grant agreement must be approved by the Program Officer for this grant program.

The signed grant agreement, other contingencies, and status and final reports must be submitted by logging into the Chesapeake Bay Trust Online Grant System account accessed through the link https://www.GrantRequest.com/SID_1520 with the same username and password used when you applied.

Please sign and return the enclosed grant agreement and address contingencies by the dates listed in your agreement. The Chesapeake Bay Trust reserves the right to cancel the grant award and apply funds to other projects if the requirements of the grant agreement are not met.

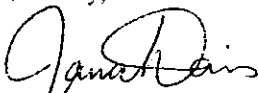
The Trust and funding partner United States Environmental Protection Agency are pleased to invite you to an event in June to announce the awards. Details of the event will be provided to your project lead via email by our program staff when we have the location and the date confirmed. **We respectfully request that you await conclusion of this event prior to media announcements of your specific project.** Our communications team would be happy to help with any media outreach after the event.

This program is a partnership of the Trust and the U.S. Environmental Protection Agency (EPA). The EPA funding comes through the Chesapeake Bay Implementation Grant Program (CFDA# 66.640). For purposes of accounting, you may consider your award (\$75,000) **composed of 100% federal funding.** Neither the non-federal nor the federal component of the award, if any, may be used to match funds from other federal programs.

Please be aware that any grantee receiving federal funds is required to comply with federal requirements governing the use of those funds, including provisions of OMB Circulars A-102, A-110, and A-133. Additionally, if your total Federal annual expenditures exceed \$500,000, you will be required to obtain an A-133 Single Audit and to furnish the Trust with the Single Audit financial statement for each year covered by the award.

If you should have any questions regarding our decision, please feel free to contact the program officer, Jeffrey Popp at 410-974-2941, ext. 103. The Chesapeake Bay Trust greatly appreciates the time you invested in proposal development and looks forward to working with you in the future.

Sincerely,


Jana Davis, Ph.D.
Executive Director

Grant #: 13897
Project Leader: Amanda Pollack



60 West Street, Suite 405 • Annapolis, MD 21401-2400 • PH: 410.974.2941 • FX: 410.269.0387

www.chesapeakebaytrust.org



Grant Agreement between the Chesapeake Bay Trust
and the City of Salisbury

June 6, 2016

The total amount of the grant award for grant number 13897 is \$75,000. Delivery of this grant is made subject to receipt by the Chesapeake Bay Trust (Trust) of a signed copy of this agreement, which confirms that:


- 1) The grant award is in the amount of \$75,000 for implementation of bioretention practices in the Main Street Masterplan project in Salisbury, Maryland. By accepting this award, grantee agrees that said monies will be used to accomplish deliverables and budgeted items in your grant application received on March 1, 2016, modified through any contingencies below, and approved in this grant agreement.
- 2) Significant changes to project scope must be approved by the Trust in advance of the change. Please visit www.cbtrust.org/forms to download the Grant Revision Request Form. Significant changes include, but are not limited to:
 - a. Changes in key personnel or key project partners
 - b. Changes in budget that result in a greater than 10% shift in funds across budget categories (e.g., supplies, personnel, contractual)
 - c. Changes in budget that result in addition of a new line item
 - d. Changes in project deliverables as proposed in your original application and modified through contingencies in this grant agreement
 - e. Changes in timeline in your original application or as subsequently amended

Your final report will include a budget section and a deliverables section that should match your proposed budget and deliverables. If changes are made without Trust approval you will be required to refund the award.

- 3) The grantee agrees to initiate, organize, and schedule a mandatory pre-construction meeting after the construction contract with the prime contractor has been awarded and within 30 days of the construction start date, to include Trust staff, the landowner, the applicant, the contractor, and the project engineer.
- 4) Any changes to the design plans submitted to the Trust within the application must be approved by the funding partners; i.e., if the design plans submitted to the Trust are not identical to plans used for construction, changes must be approved.
- 5) **Construction must begin by 9/15/16** as described in the timeline of your grant application; otherwise, the award may be terminated by the Trust.
- 6) Funding will be distributed in phased payments as described below:
 - a. Phase I payment of \$67,500 (90% of the award amount) for bioretention construction and planting is **contingent upon submission by 8/1/16 to and approval by the Trust of:**
 - i. the signed grant agreement;
 - ii. a short statement (< 1 page) that the project is not part of the site's required mitigation;



Executive Officer Initials



Project Leader Initials

- iii. **a revised planting plan** that includes only native plants; contact Jeff Popp, Program Officer, for assistance; and
 - iv. **copies of all required permits and completion of a pre-construction meeting** as described in # 3 above.
- b. Phase II payment of \$7,500 (10% of the award amount), will be disbursed upon submission and Trust review of your **final report due on or before 7/1/17**. The final report on this project should include a complete accounting of expenditures (all invoices, receipts, and an accounting of personnel costs, such as copies of timesheets (if applicable)) and complete programmatic documentation. Your final report form can be accessed through https://www.grantrequest.com/SID_1520 and will include a budget section and a deliverables section that should match your approved budget and deliverables. If changes are made without Trust approval you will be required to refund the award.

As a reminder, the EPA funding comes through the Chesapeake Bay Implementation Grant Program (CFDA# 66.640). Your award (\$75,000) was composed of 100% federal funding. Therefore, you must comply with federal requirements governing the use of those funds, including provisions of OMB Circulars A-102, A-110, and A-133. Additionally, if your total Federal annual expenditures exceed \$500,000, you will be required to obtain an A-133 Single Audit and to furnish the Trust with the Single Audit financial statement for each year covered by the award.

- 7) **Signed grant agreement, other contingencies, status, and final reports are required to be submitted by logging into the Chesapeake Bay Trust Online Grant System account accessed through the link https://www.GrantRequest.com/SID_1520 with the same username and password used when you applied. Status and final report extension requests must be made via email to the Trust Program Officer prior to the report due date and, depending on circumstances, may or may not be granted. In cases where the grantee fails to submit a status report or final report by the due date, the Trust reserves the right to terminate the grant agreement and require a refund of funds already transferred to the grantee. By signing this grant agreement, the grantee agrees to comply with the status report date(s), if applicable, and the final report date listed above and agrees to return funds if a complete report is not submitted by the deadline. Failure to submit report(s) by the deadline will affect eligibility for future awards.**
- 8) All materials purchased with this grant will be the property of City of Salisbury.
- 9) **All public communications and promotion including press releases, print publications, signage, online messaging, etc. must acknowledge the program funding partners, EPA Region 3 and the Chesapeake Bay Trust, and include the Trust's license plate logo. The Chesapeake Bay Trust license plate logo file is available online at www.cbtrust.org/logos. The following statement will be issued on all work products disseminated: "This brochure/publication was funded (in part) through a grant from the EPA Region 3."**
- 10) The grantee will hold the Chesapeake Bay Trust harmless and indemnify from any claims or litigation arising out of the grantee's performance of the project and from and against such portion of any liability for injury or damage to person or property caused by the grantee's performance of the project.
- 11) The Grantee agrees it will not discriminate in any matter against an employee or applicant for employment because of gender, race, age, color, religion, creed, marital status, ancestry, gender identity and expression, genetic information, sexual orientation, national origin, or physical or

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Executive Officer Initials

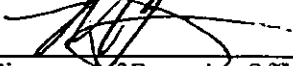
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Project Leader Initials

mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; and Grantee agrees to include a provision similar to that contained herein in any subcontract except a subcontract for standard commercial supplies or raw materials.

The undersigned who is (are) fully authorized in the premises of the City of Salisbury accepts, subject to the terms and conditions in the above grant agreement, the proposed grant of \$75,000.

Please return signed copies of the full award letter, with each page initialed and full signatures on the last page, by uploading a scanned copy to your Chesapeake Bay Trust Online Grant System account accessed through the link https://www.GrantRequest.com/SID_1520 with the same username and password used when you applied. Please keep a copy for your records.

	<u>CITY ADMINISTRATOR</u>	<u>7/20/16</u>
Signature of Executive Officer*	Title	Date

<u>Amanda Pollack</u>	<u>Deputy Director of Public Works</u>	<u>7/20/16</u>
Signature of Project Leader*	Title	Date

<u>Jana Davis</u>	<u>Executive Director</u>	<u>6/6/2016</u>
Signature of Jana Davis, Ph.D., Executive Director; Chesapeake Bay Trust		Date

Grant #: 13897 Grant Program: Green Streets



Grant Agreement between the Chesapeake Bay Trust
and the City of Salisbury

June 6, 2016

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- 2) Significant changes to project scope must be approved by the Trust in advance of the change. Please visit www.cbtrust.org/forms to download the Grant Revision Request Form. Significant changes include, but are not limited to:
 - a. Changes in key personnel or key project partners
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 - c. Changes in budget that result in addition of a new line item
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Your final report will include a budget section and a deliverables section that should match your proposed budget and deliverables. If changes are made without Trust approval you will be required to refund the award.

- 3) The grantee agrees to initiate, organize, and **schedule a mandatory pre-construction** meeting after the construction contract with the prime contractor has been awarded and within 30 days of the construction start date, to include Trust staff, the landowner, the applicant, the contractor, and the project engineer.
- 4) Any changes to the design plans submitted to the Trust within the application must be approved by the funding partners; i.e., if the design plans submitted to the Trust are not identical to plans used for construction, changes must be approved.
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 - a. Phase I payment of \$67,500 (90% of the award amount) for bioretention construction and planting is **contingent upon submission by 8/1/16 to and approval by the Trust of:**
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 - ii. **a short statement (< 1 page) that the project is not part of the site's required mitigation;**

Executive Officer Initials

Project Leader Initials

- iii. **a revised planting plan** that includes only native plants; contact Jeff Popp, Program Officer, for assistance; and
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- b. Phase II payment of \$7,500 (10% of the award amount), will be disbursed upon submission and Trust review of your **final report due on or before 7/1/17**. The final report on this project should include a complete accounting of expenditures (all invoices, receipts, and an accounting of personnel costs, such as copies of timesheets (if applicable)) and complete programmatic documentation. Your final report form can be accessed through https://www.grantrequest.com/SID_1520 and will include a budget section and a deliverables section that should match your approved budget and deliverables. If changes are made without Trust approval you will be required to refund the award.

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- 8) All materials purchased with this grant will be the property of City of Salisbury.
- 9) **All public communications and promotion including press releases, print publications, signage, online messaging, etc. must acknowledge the program funding partners, EPA Region 3 and the Chesapeake Bay Trust, and include the Trust's license plate logo.** The Chesapeake Bay Trust license plate logo file is available online at www.cbtrust.org/logos. The following statement will be issued on all work products disseminated: "This brochure/publication was funded (in part) through a grant from the EPA Region 3."
- 10) The grantee will hold the Chesapeake Bay Trust harmless and indemnify from any claims or litigation arising out of the grantee's performance of the project and from and against such portion of any liability for injury or damage to person or property caused by the grantee's performance of the project.
- 11) The Grantee agrees it will not discriminate in any matter against an employee or applicant for employment because of gender, race, age, color, religion, creed, marital status, ancestry, gender identity and expression, genetic information, sexual orientation, national origin, or physical or

Executive Officer Initials

Project Leader Initials


mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; and Grantee agrees to include a provision similar to that contained herein in any subcontract except a subcontract for standard commercial supplies or raw materials.

The undersigned who is (are) fully authorized in the premises of the City of Salisbury accepts, subject to the terms and conditions in the above grant agreement, the proposed grant of \$75,000.

Please return signed copies of the full award letter, with each page initialed and full signatures on the last page, by uploading a scanned copy to your Chesapeake Bay Trust Online Grant System account accessed through the link https://www.GrantRequest.com/SID_1520 with the same username and password used when you applied. Please keep a copy for your records.

Signature of Executive Officer*	Title	Date
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Signature of Project Leader*	Title	Date
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	Executive Director	6/6/2016
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Signature of Jana Davis, Ph.D., Executive Director; Chesapeake Bay Trust		Date
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Grant #: 13897 Grant Program: Green Streets

HELP THE TRUST TELL YOUR STORY

Congratulations on your recent grant approval! The Chesapeake Bay Trust is very excited to see your project come to life and would like to help publicize your great work. Now that you have your approval letter and your efforts can get underway, please help us learn more about your upcoming grant activity in three short ways:

**** EVENT DATE & TIME ****

**** PHOTO COLLECTION ****

**** BLOG WRITING ****

EVENTS: The Trust hosts an online calendar to help our grantees promote their upcoming events and volunteer needs. In order to know when projects take place, we encourage grantees to post events through the Trust's website: www.calendar.cbtrust.org. When applicable (and timing permits) Trust staff will try to attend particular events and we encourage you to keep in contact with staff on opportunities to volunteer, take pictures and promote activities to the local media.

(**Note:** We realize that certain projects do not have events associated with them but for those that do, please include them on the calendar. If your project is not open to the public, but it is appropriate for Trust staff to attend when available, please email Jennifer Kley at jkley@cbtrust.org.)

PHOTOS: There is no better way to share your story than through pictures! We urge you to take photos during any grant event, and especially before and after photos of hands-on restoration projects. The Trust will publicize these through numerous formats and we encourage you to email them anytime to jkley@cbtrust.org. If you want to see examples of previous Trust grant work, visit our Flickr page: (<http://www.flickr.com/photos/cbtrust/>)

BLOGS: Every grantee is invited to write a short blog on their Trust-funded grant project. The purpose of this post is to not only showcase great grant work, but also to help raise awareness about your organization or school and how your efforts are impacting the Chesapeake Bay. Not sure what to write about? Check out the Trust's online blog at www.cbtrust.org/blog for ideas.

Blog Criteria:

1. Between 3-4 paragraphs in length
2. Describe the nature of your grant project
3. Highlight the project before, during or after and its overall impact
4. Include pictures (when applicable) and a personal connection (when possible)

QUESTIONS?

**CONTACT GRANTADMIN@CBTRUST.ORG OR CALL THE TRUST 410-974-2941.
CONGRATULATIONS AND WE LOOK FORWARD TO A GREAT PROJECT!**