



## CITY OF SALISBURY CITY COUNCIL AGENDA

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**November 26, 2018**  
**Government Office Building**

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**6:00 p.m.**  
**Room 301**

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Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:03 p.m. CITY INVOCATION – Pastor Clarence Polk of the Unity Christian Fellowship of Salisbury, Inc.

6:05 p.m. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

6:07 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:08 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols

- **November 5, 2018** Work Session Minutes
- **Resolution No. 2884**- approving the appointment of Tom Truitt to the Friends of Poplar Hill Board of Directors for term ending November 2021
- **Resolution No. 2885**- approving the appointment of Lynn Cathcart to the Housing Board of Adjustments and Appeals for term ending November 2022

6:12 p.m. AWARD OF BIDS – Procurement Director Jennifer Miller

- Change Order #10, ITB A-19-101 WWTP BNR/ENR Upgrade
- Declaration of Surplus- Salisbury Fire Department- Turnout Gear & Rescue Harnesses

6:20 p.m. ORDINANCES – presented by City Attorney Mark Tilghman

- **Ordinance No. 2509**- 2<sup>nd</sup> reading- authorizing the mayor to enter into a contract with the Department of Justice for the purpose of accepting grant funds in the amount of \$433,469, authorizing the mayor to enter into a sub-recipient agreement with Wicomico County Circuit Court and approving an amendment to the FY 2019 Grant Fund Budget to appropriate funds to enhance the Wicomico County Adult Drug Treatment Court
- **Ordinance No. 2510**- 2<sup>nd</sup> reading- approving an amendment to the FY 2018 Grant Fund budget to appropriate funds for improving Waterside Park through a new playing field, playground signage, parking lot, and stormwater improvements
- **Ordinance No. 2511**- 2<sup>nd</sup> reading- renaming a portion of North Division Street to Nock Way

- **Ordinance No. 2512**- 2<sup>nd</sup> reading- to remove parking from Waverly Drive between Carroll Street and South Boulevard
- **Ordinance No. 2513**- 2<sup>nd</sup> reading- authorizing the mayor to enter into an agreement with the Department of Homeland Security for the purpose of accepting grant funds in the amount of \$42,577 and approving a budget amendment of the grant fund to appropriate funds for the purchase of enhanced marine/dive operational equipment to be used by the Fire Department in the protection and delivery of emergency services to the citizens of the Salisbury Fire District
- **Ordinance No. 2514**- 1<sup>st</sup> reading- authorizing the Mayor to enter into a contract with the Maryland Department of Planning for the purpose of accepting grant funds in the amount of \$50,000, authorizing the Mayor to enter into a sub-recipient agreement with the Salisbury Arts & Entertainment District, Inc. and approving a budget amendment to the FY2019 grant fund to appropriate funds to for the 2018 National Folk Festival

6:40 p.m. PUBLIC COMMENTS

6:45 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](http://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 – December 10, 2018**

- Res. No. \_ - US 13 North/PennTex Phase II Annexation - 1<sup>st</sup> R/set public hearing date
- Ordinance No. 2514- 2<sup>nd</sup> reading- authorizing the Mayor to enter into a contract with the Maryland Department of Planning for the purpose of accepting grant funds in the amount of \$50,000, authorizing the Mayor to enter into a sub-recipient agreement with the Salisbury Arts & Entertainment District, Inc. and approving a budget amendment to the FY2019 grant fund to appropriate funds to for the 2018 National Folk Festival
- Ord. No. \_\_ - 1<sup>st</sup> reading - appropriating funds for the SAFER Grant
- Ordinance No. \_\_ - 1<sup>st</sup> reading- Chapter 8.16 Revisions- Refuse
- Approval of FY18 Audit

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CITY OF SALISBURY  
WORK SESSION  
NOVEMBER 5, 2018

Public Officials Present

Council Vice-President Muir Boda                      Councilman James Ireton, Jr. (arrived 4:37 p.m.)  
Councilwoman April Jackson                              Councilman R. Hardy Rudasill

Public Officials Not Present

Council President John “Jack” R. Heath                      Mayor Jacob R. Day

In Attendance

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Infrastructure and Development Director Amanda Pollack, Fire Chief John Tull, Deputy Fire Chief William Scott, Assistant Fire Chief James Gladwell, City Attorney Mark Tilghman, City Clerk Kimberly Nichols, and interested citizens.

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On November 5, 2018 the Salisbury City Council convened in Work Session at 4:30 p.m. in Council Chambers, Room 301 of the Government Office Building.

**Revisions to Chapter 8.16 Garbage, Yard Waste and Refuse**

Deputy City Administrator Andy Kitzrow discussed the revisions to the ordinance and noted the new trash can warranty guarantees cans for five years, afterwards to be replaced by the owner.

Mr. Rudasill asked how high density was defined and Mr. Kitzrow did not think a definition was included in the draft ordinance. Mr. Kitzrow referred to Lines 56 and 57 where high density was stricken and thought it was in reference more to multi-unit complexes. He would work with Mr. Ayers to better define high density and revise the ordinance. Mr. Rudasill asked why the City did not want to offer bulk pickup since it offers other services such as trash removal, and asked if it was due to the expense of bulk trash pickup. Ms. Glanz offered to get clarity from Sanitation Superintendent Ron Ayers, who was unable to attend the meeting this evening.

Mr. Kitzrow stated that Lines 56 to 62 remove bulk collection services in high density areas. Mr. Rudasill and Ms. Jackson said if high density was defined as multi-unit complexes, they would be hesitant to approve the ordinance unless provided a rationale. Ms. Glanz indicated she thought it was because it was difficult to regulate. Mr. Kitzrow offered another option, which was to consider scheduling bulk pickup for such these complexes rather than accepting random call ins.

City Attorney Tilghman stated the section removed in lines 56 to 62 basically authorized the Superintendent to contract with collection services. What has changed is if an individual unit

41 generates a lot of waste it can be required to obtain more than one can. He thought Mr. Ayers  
42 should explain his reasoning at the next meeting.

43  
44 Mr. Boda suggested tabling the subject until Mr. Ayers could explain his thoughts behind the  
45 legislation and provide a definition of high-density units. Mr. Rudasill discussed the word “shall”  
46 used in Lines 118 to 122 and asked if it indicated an imperative to create a recycling program, or  
47 an option for people who live in multi-family units to make use of City recycling collection. Mr.  
48 Tilghman said the use of the word “shall” requires that the management authority allow its  
49 residents to participate, and it is not mandatory that residents participate, but mandatory that their  
50 managing authority allow and make provision for them to participate.

51  
52 Council reached unanimous consensus to schedule the discussion for another work session.

53  
54 **Budget Amendment to Purchase Enhanced Marine/Dive Operational Equipment for the**  
55 **Fire Department**

56  
57 Fire Chief John Tull joined Council at the table and explained the City was notified by the  
58 Department of Homeland Security that it was a recipient of the FY18 Port Security Grant for a  
59 total project cost of \$56,769. With that, \$42,577 is the Federal Government’s share and the  
60 remaining \$14,192 is the City match. Two Fire Department Volunteer Corporations have agreed  
61 to find the match 100%. Chief Tull said the accounts on the draft legislation were incorrectly  
62 stated and would be changed when Council was presented the ordinance for first reading.

63  
64 Council reached unanimous consensus to advance the legislation to legislative agenda.

65  
66 **Ordinance to Remove Parking on Waverly Drive**

67  
68 Infrastructure and Development Director Amanda Pollack introduced Transportation Projects  
69 Specialist Will White and explained the ordinance would have the effect of removing parking on  
70 Waverly Drive to facilitate a cycling track. She said the City’s adopted Bicycle Master Plan calls  
71 for a safer way for cyclists to ride on Waverly Drive, and the proposed Cycle Track is a two-way  
72 separated bicycle lane for bike traffic only. All of the travel lanes will narrow to accommodate  
73 the cycling track. The two on-street parking spaces on Waverly Drive, the only on-street parking  
74 spaces on the street, are near the intersection of South Boulevard, and would be removed. Mr.  
75 White received consensus from both residents that the spaces were not needed or used.

76  
77 Council reached unanimous consensus to advance the legislation to legislative agenda.

78  
79 **Capacity Fee Waiver for 132 E. Main Street**

80  
81 Ms. Pollack explained the capacity fee waiver for 132 E. Main Street was for First Move  
82 Properties, LLC’s redevelopment that will convert the first floor into commercial retail space,  
83 add residential apartments on the second through fourth floors, and extend the building height by  
84 an additional six floors for residential apartments. The request was for a waiver of 25.66 EDUs,  
85 and at the current Capacity Fee rate of \$3,533, the waiver request was \$90,656.78. She explained  
86 the City had initially allocated 300 EDUs to specific zones for development and redevelopment.

87 The property complies with all of the requirements. It is not an affordable housing project and is  
88 located in the Central Business Zoning District in the EDU Free Zone. Of the 300 EDUs, the  
89 City has allocated 83.8, leaving 216.2 available. If the request is approved, there will be 190.54  
90 left in the Central Business Zoning District. The incentive area was extended another five years.

91  
92 Council reached unanimous consensus to advance the legislation to legislative agenda.

93  
94 **Ordinance to rename North Division Street to Nock Way**

95  
96 Ms. Pollack reported that when the City closed part of North Division Street near the War  
97 Memorial, a small section was left separate. The Nock Family has asked for that piece to be  
98 renamed “Nock Way” to alleviate confusion from their customers as to their office location. The  
99 Nock family owns two of the three properties on the street. Ms. Pollack said efforts to locate the  
100 third property owner were unsuccessful. Mr. White spoke with their realtor and was told he did  
101 not think they would have an issue, but a full confirmation has not yet been received.

102  
103 Councilwoman Jackson suggested asking Wicomico County Public Schools to conduct research  
104 to rename the street after the War Memorial or service men and women. The war memorial has  
105 been there for many years and is import to veterans, and she proposed a public naming contest.

106  
107 Mr. Ireton asked if the War Memorial had an address, as it would help decide how to name the  
108 street. Ms. Glanz said Google reports the location as 1628 North Salisbury Boulevard. Mr. Ireton  
109 suggested naming the street and then giving it an honorary, ceremonial name above the sign like  
110 what has been done before. The official renaming of the street will be “Nock Way”, and the  
111 contest, as Ms. Jackson suggested, would give the street a ceremonial name.

112  
113 Mr. Boda disclosed Mr. Nock was his agent and suggested it be named “Nock Way” or “Nock’s  
114 Veterans Way” since Mr. Nock is a veteran. Ms. Jackson agreed with “Nock’s Veterans Way”  
115 but felt it should be explained to County children that Mr. Nock lives in the area. Mr. Boda  
116 recognized Mr. Robert Nock and daughter Emily, both in the audience.

117  
118 Council reached unanimous consensus to move forward with the legislation.

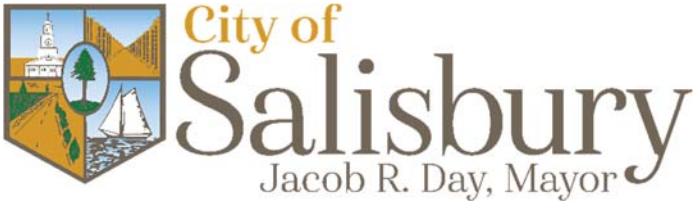
119  
120 **Council Discussion**

121  
122 Council discussed scheduling a Closed Session for Monday, November 13, 2018 to receive legal  
123 advice regarding the FCC Small Cell order. Mr. Boda encouraged the Public to do their research  
124 and vote tomorrow, November 6, 2018.

125  
126 With nothing further to discuss, the Work Session adjourned at 5:01 p.m.

127  
128  
129 \_\_\_\_\_  
City Clerk

130  
131 \_\_\_\_\_  
132 Council President



## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Laura Baasland, Administrative Office Associate  
**Subject:** Appointment to the Friends of Poplar Hill Mansion Board of Directors  
**Date:** November 21, 2018

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Mayor Day would like to appoint the following person to the Friends of Poplar Hill Mansion Board of Directors for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Tom Truitt	November 2021

Attached you will find information from Tom Truitt and the Resolution necessary for his Appointment. Please forward this information to the City Council so it may be placed on their agenda at the next Council meeting. Please let me know if you have any questions.

Attachment

cc: Mayor Day

3 August 2018

Dear Mayor Day,

I am very interested in joining the Friends Of Poplar Hill Mansion Board. Both my father (James T. Truitt II) and mother (Elizabeth "Bette" Truitt) have served on the board. My father was also a member of the Wicomico County Historical Society. It would be my honor to follow in their footsteps and help my home town of Salisbury prosper through the outstanding programs the Friends of Poplar Hill Mansion supports. As a proud lifetime Salisburian, I consider it my priority not only to learn more about the history of this beautiful area but also to help preserve its culture by educating others. The Poplar Hill Mansion is an important piece of that task, and I would welcome the opportunity to work with you and others to bolster funding and actions to emphasize this gorgeous and meaningful property.

Very Respectfully,  
Tom Truitt  
314 Park Avenue  
Salisbury, Maryland 21801  
443-694-3456

*J. Thomas Truitt*

# **Tom Truitt**

314 Park Avenue, Salisbury, MD 21801

**Phone: (443) 694-3456**

**Email: tennisnut2010@aol.com**

- Synchronized an online budget matrix to gauge allocation of personnel and dedicate appropriate funding over a four year period
- Assessed employee skill levels and distributed work load equitably
- Streamlined logistical processes to immediately respond to customer needs
- Advised junior translators, reporters, and public speakers on linguistic challenges, writing styles, and methods of presentation to optimize the impact of their final product
- Researched and populated language data bases to expeditiously provide current information on languages, situation reports, and military logistics to U.S. policy makers, military commanders, and other members of the U.S. Intelligence Community
- Networked to coordinate itineraries for agency visitors. Ensured topics of discussion were clear cut, tipped superiors to potential points of contention, and recommended courses of action boost the mutual value of visits
- Interviewed and placed new employees. Recommended training courses and on-the-job training programs to expedite integration into the work force. Evaluated employees semi-annually to shape performance, scope chances of being promoted, and enhance marketable skills for future positions
- Recognized outstanding contributions of military, contractor, and civilian employees in award write-ups
- Counseled employees on disciplinary issues, carefully documenting all sessions

**POSITION: SENIOR INTELLIGENCE ANALYST, GRAPHIC SPANISH LINGUIST FOR DEPARTMENT OF DEFENSE**

**DATES: September 1981 through November 1999**

**JOB DESCRIPTION: Translated foreign language material into English and issued reports to government agencies and military commands worldwide. Also maintained Spanish language data bases and briefed situation updates to coworkers, counterparts, and supervisors on breaking developments that impacted national security.**



## Success Stories

- Gained the trust and respect of colleagues, managers, and clients as a "go-to" person for Spanish language assistance
- Demonstrated excellent written and verbal communication skills when briefing visitors, managers, and co-workers on time-sensitive matters
- Lead round tables, working groups, and conferences to keep government agencies current on political, economic, technological, and military developments in their areas of interest

## EDUCATION

- Wicomico High School (September 1973 through June 1977) Date of Graduation: 1 June 1977
- Salisbury University (September 1977 through May 1981) Date of Graduation: 23 May 1981  
Degree: Bachelor of Arts in Liberal Arts and Spanish
- American Institute For Spanish Studies in Valencia, Spain, Valencia, Spain, September 1979 - May 1980. Spanish immersion program affiliated with Salisbury University, American Institute For Spanish Studies in Valencia Spain, and Universitat De Valencia. Lived with Spanish family off campus and attended advanced studies courses at Universitat de Valencia for one year.
- Oxford Seminars, Baltimore, Maryland, January 2008 - March 2008. Seminar on Teaching English to Speakers of Other Languages. Course held at John Hopkins University in Baltimore, Maryland, on weekends for nine hours per day. Completion certificate available on request.

## VOLUNTEER

POSITION: Salisbury University's Career Connections Mentor Network

Link: <https://www.salisbury.edu/careerservices/alumni/MentorNetwork.html>

DATES: January 2015 - Current

DESCRIPTION: Alumni-based interactive resource for students, faculty, and other alumni to share job experiences

## Success Story

- Served on the March 2015 Bellavance Honors Program Board. Provided academic counseling and guidance to freshman honors students during two 50-minute classes.

POSITION: Instructor/Mentor for Junior Achievement Program of the Eastern Shore of Maryland

DATES: February-March 2016

DESCRIPTION: Mentor for Junior Achievement of the Eastern Shore of Maryland

#### Success Story

- Taught an after-school class on entrepreneurship to high school students. The two-month course, sponsored by the Wicomico County Board of Education's "Project Success", was divided into seven sessions which guided students to complete a business plan on a product or service they chose to develop.

#### ORGANIZATIONS

POSITION: Member

DATES: January 2015

COMPANY: American Translators' Association (ATA)

DESCRIPTION: ATA (<http://www.atanet.org>) is an organization for the betterment of translators and interpreters via worldwide resources. Focuses on career development, networking, certifications, seminars, and continuing education.

#### Success Story

- Attended ATA 2014 Annual Conference in Chicago from 3 to 8 November. Over 175 interactive seminars, events, and exhibits. Many sessions were in Spanish only.

1 **RESOLUTION NO. 2884**

2  
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following  
4 individual is appointed to the Friends of Poplar Hill Mansion Board of Directors, for the  
5 term ending as indicated.

6  
7 

<u>Name</u>	<u>Term Ending</u>
8 Tom Truitt	9 November 2021

10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on November \_\_\_\_\_, 2018.

13  
14 ATTEST:

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17 \_\_\_\_\_  
18 Kimberly R. Nichols  
19 CITY CLERK

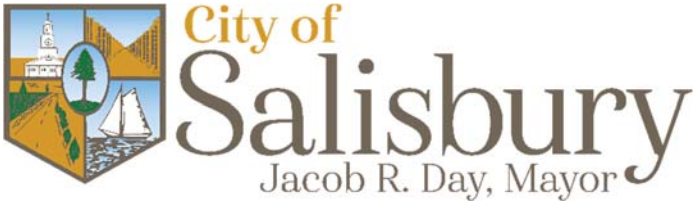
\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

25  
26  
27 \_\_\_\_\_  
28 Jacob R. Day  
29 MAYOR, City of Salisbury



## MEMORANDUM

**To:** Julia Glanz, City Administrator  
**From:** Laura Baasland, Administrative Office Assistant  
**Subject:** Appointment to the Housing Board of Adjustments and Appeals  
**Date:** November 21, 2018

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Mayor Day would like to appoint the following person to the Housing Board of Adjustments and Appeals for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Lynn Cathcart	November 2022

Attached you will find information from Lynn Cathcart and the Resolution necessary for her Appointment. Please forward this information to the City Council so it may be placed on their agenda at the next Council meeting. Please let me know if you have any questions.

Attachment

cc: Mayor Day

Mayor Jake Day,

I am interested in serving on the Housing Board of Adjustments and Appeals. After speaking with Everett Howard, this sounds we would be involved issues I have dealt with in the past. The proposed make-up the board sounds more representative of our community than it was in the past. I have served Salisbury in several capacities over the years and see this as an extension of that service.

Sincerely,  
Lynn Cathcart

**Lynn Cathcart**

(443) 783-0348

lynn.cathcart@gmail.com

Executive Board of Junior Auxiliary Board at PRMC: 2015-present.

CDBG Review Committee: 2012-2016

City Board of Zoning Appeals: 2008-2012

Planning and Zoning Commission: 2003-2007

Salisbury City Council: 2003-2007

Property Manager: 1995-2003

1 **RESOLUTION NO. 2885**

2  
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following  
4 individual is appointed to the Housing Board of Adjustments and Appeals, for the term  
5 ending as indicated.

6  
7 

<u>Name</u>	<u>Term Ending</u>
Lynn Cathcart	November 2022

8  
9  
10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on November \_\_\_\_\_, 2018.

13  
14 ATTEST:

15  
16  
17 \_\_\_\_\_  
18 Kimberly R. Nichols  
19 CITY CLERK

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2018

25  
26  
27 \_\_\_\_\_  
28 Jacob R. Day  
29 MAYOR, City of Salisbury

**COUNCIL AGENDA – Award of Bids**

**November 26, 2018**

- |  |              |
|--|--------------|
| 1. Change Order #10<br>ITB A-19-101 WWTP BNR/ENR Upgrade                                 | \$155,791.26 |
| 2. Declaration of Surplus<br>Salisbury Fire Department – Turnout Gear & Rescue Harnesses | \$ 0.00      |





City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** November 26, 2018  
**Subject:** Change Order #10 to Contract 107-15  
WWTP BNR/ENR Upgrade

The City of Salisbury Department of Procurement received a request from the Department of Infrastructure and Development to review and process Change Order #10 for Contract 107-15 WWTP BNR/ENR Upgrade (BNR = Biological Nutrient Removal/ ENR = Enriched Nutrient Removal). This Change Order, totaled at \$1,55,791.26, addresses thirteen miscellaneous proposed change orders (PCOs). A synopsis of the work specified in Change Order #10 is included in the attached departmental memo. These change orders have been thoroughly vetted by the City's Construction Administrator, GHD Inc., and by City staff.

Funds are available in the following accounts:

97020-513026-29031 WWTP MDE Loan	\$96,383.67
97020-513026-29026 WWTP MDE BNR Grant	\$38,827.86
97020-513026-29027 WWTP MDE BRF/ENR Grant	\$30,083.74
96113-513026-55512 OT Reimbursements	(\$9,504.00)

The Department of Procurement requests Council's approval to process Change Order #10 as noted above to Ulliman Schutte Construction, LLC, in the amount of \$155,791.26. Upon Council's approval, the Department of Infrastructure and Development will present the change order to the Maryland Department of the Environment for approval.



City of  
**Salisbury**  
Jacob R. Day, Mayor

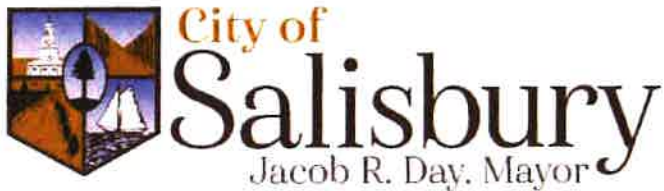
To: Jennifer L. Miller, Director of Procurement  
 From: Amanda H. Pollack, P.E., Director of Infrastructure and Development *AP*  
 Date: November 1, 2018  
 Re: Contract 107-15 WWTP BNR/ENR Upgrade – Change Order No. 10

Change Order No. 10 for Contract 107-15, the WWTP BNR/ENR Upgrade, is enclosed for review. The change order addresses thirteen (13) miscellaneous Proposed Change Order (PCO) items throughout the WWTP and reimbursement for inspection overtime, as summarized below.

PCO #	Description	Amount
78	Install new 30" stainless steel restraint for piping at the Aeration Basin.	\$22,012.00
87	Force Account Work #13 to clean and remove sludge from Sludge Tank No. 2 prior to construction commencing.	\$22,094.00
88	Additional investigation and construction of the fiber network to ensure adequate links.	\$7,356.03
91	Furnish and install keyboard-video-mouse switch in the Admin Building.	\$3,387.11
92	Force Account Work #15 to install a blind flange upstream of Tertiary Filters to facilitate bypass of flow.	\$3,480.00
93	Modify sample piping at Aeration Basin Train 4 per manufacturer's recommendations.	\$3,265.67
94	Install an alternative level indicator in the Scum Pump Station to provide reliability.	\$6,161.09
95	Force Account Work #16 to clean and remove sludge from Sludge Tank No. 3 prior to construction commencing.	\$59,809.00
96	Furnish and install additional Wi-Fi Radios to provide necessary coverage.	\$8,754.36
97	Force Account Work #10 to remove unforeseen subsurface concrete at the Solids Handling Building Canopy.	\$10,084.00
98	Force Account Work #9 to remove unforeseen H Piles in conflict with 36" filtrate piping.	\$837.00
99	Perform improvements to the Internal Mixed Liquor pumps to improve reliability and reduce clogging.	\$9,143.00
100	Install an ADA door closure at the Rotary Drum Thickener door.	\$8,912.00
-	Reimbursement for inspection overtime provided by GHD for work beyond a normal work week from the period of March 25, 2018 through July 21, 2018.	\$(9,504.00)
<b>Total – Change Order No. 10</b>		<b>\$ 155,791.26</b>

The recommendation for approval of Change Order No. 10 from GHD, the Construction Manager, is attached. The full change order proposal is referenced in the attached letter and is available for review in the Infrastructure and Development Department. The Department has reviewed each item and recommends approval.

Department of Infrastructure & Development  
 125 N. Division St., #202 Salisbury, MD 21801  
 410-548-3170 (fax) 410-548-3107  
 www.salisbury.md



After the City's review and approval of this change order, it will be sent to the Maryland Department of the Environment (MDE) for funding agency approval. The grants and loans for the WWTP contract include 5% contingency on the construction contract. Pending approval of this change order, the net contract amount increase with all change orders to date will be \$2,055,019.05 or 4.10% of the total contract. Infrastructure and Development recommends funding this change order with the contingency allowance in the grants and loan. The breakdown of the change order amount by funding source shown below is an estimate and will be finalized upon MDE approval of eligibility.

Please process Change Order No. 10 which results in an increase of \$155,791.26. The contract time is unchanged. Funding is available in the accounts listed below.

Account Number	Original Contract Amount	Revised Contract Amount (approved COs to date)	Change Order No. 10	Revised Contract Amount thru CO No. 10
Loan 97020-513026-29031	\$ 29,244,970.00	\$30,371,847.90	<b>\$96,383.67</b>	\$30,468,231.57
BNR Grant 97020-513026-29026	\$ 11,780,236.00	\$12,227,949.47	<b>\$38,827.86</b>	\$12,266,777.33
BRF/ENR Grant 97020-513026-29027	\$ 9,124,794.00	\$9,471,681.40	<b>\$30,083.74</b>	\$9,501,765.14
City funding (bond) 96113-513026-55512	\$0.00	\$27,711.00	<b>\$0.00</b>	\$27,711.00
OT Reimbursements 96113-513026-55512	\$0.00	\$(49,961.99)	<b>\$(9,504.00)</b>	\$(59,465.99)
<b>Total</b>	<b>\$ 50,150,000.00</b>	<b>\$52,049,227.79</b>	<b>\$155,791.26</b>	<b>\$52,205,019.05</b>



October 18, 2018

Reference No. 11109206

Amanda Pollack, P.E.  
City of Salisbury  
125 North Division Street  
Salisbury, MD 21801

Re: City of Salisbury Wastewater Treatment Plant BNR/ENR Upgrade  
Change Order No 10: (PCO #78, 87, 88, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 and Inspection  
Overtime Credit Part 5)  
Contract No. 107-15

Dear Mrs. Pollack:

GHD has reviewed and recommended City approval of PCOs 78, 87, 88, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 and Inspection Overtime Credit Part 5.

GHD recommends approval of Change Order No. 10 for the overall cost in the total amount of One Hundred Fifty-Five Thousand, Seven Hundred Ninety-One Dollars and Twenty-Six Cents (\$155,791.26) and time extension to the Contract of 0-calendar days.

The following PCOs to be performed by the Contractor are included in Change Order No. 10:

- PCO 78: Install a new 30-inch stainless steel restraint as detailed in RFI #244 to provide adequate support at the vertical portion of the 30-inch Air Piping at the Aeration Basin. Contractor to perform work for the amount of \$22,012.00 and 0 calendar days.
- PCO 87: Force Account #013 has been completed. Contractor to receive payment for the work associated with the cleaning and removal of sludge from Sludge Tank No. 2 to facilitate construction activities. Contractor shall receive payment for the amount of \$22,094.00 and 0 calendar days.
- PCO 88: Perform an additional fiber ring investigation as detailed in RFI #280 and make all necessary fiber network connections to ensure fiber links from PCS-15 to PCS-6 and from PCS-15 to PCS-7 are functional. Contractor to perform work for the amount of \$7,356.03 and 0 calendar days.
- PCO 91: Provide and install a keyboard-video-mouse (KVM) switch as detailed in RFI #285 to provide a complete KVM system at the Administration Building. Contractor to perform work for the amount of \$3,387.11 and 0 calendar days.
- PCO 92: Force Account #015 has been completed. Contractor to receive payment for the work associated with temporarily blinding off flow at the 36-inch influent pipe to the Tertiary Filters to facilitate bypass activities, as the existing plug valve did not properly seat. Contractor shall receive payment for the amount of \$3,480.00 and 0 calendar days.
- PCO 93: Modify the sample piping at Aeration Basin Train No. 4 as directed per the manufacturer's recommendations. Contractor to perform work for the amount of \$3,265.67 and 0 calendar days.
- PCO 94: Provide and install an alternative level indicator at the Scum Pump Station to provide a reliable means of automatic level monitoring at this pump station. Contractor to perform work for the amount of \$6,161.09 and 0 calendar days.
- PCO 95: Force Account #016 has been completed. Contractor to receive payment for the work associated with the cleaning and removal of sludge from Sludge Tank No. 3 to facilitate

- construction activities. Contractor shall receive payment for the amount of \$59,809.00 and 0 calendar days.
- PCO 96: Provide and install additional Wi-Fi radios to achieve the specified Wi-Fi radio coverage detailed in RFI #178. Contractor to perform work for the amount of \$8,754.36 and 0 calendar days.
  - PCO 97: Force Account #010 has been completed. Contractor to receive payment for the work associated with investigating and removing portions of the unforeseen subsurface concrete at the Solids Handling Building to allow for the installation of the Solids Handling Building canopy. Contractor shall receive payment for the amount of \$10,084.00 and 0 calendar days.
  - PCO 98: Force Account #009 has been completed. Contractor to receive payment for the work associated with removing portions of unforeseen H-piles in conflict with the installation of the 36-inch FLT line. Contractor shall receive payment for the amount of \$837.00 and 0 calendar days.
  - PCO 99: Perform the mixed liquor pump improvements as detailed in RFP #46 to reduce clogging in the line and improve reliability of the system. Contractor to perform work for the amount of \$9,143.00 and 0 calendar days.
  - PCO 100: Install an ADA style door closure at the RDT entrance door to address safety concerns. Contractor to perform work for the amount of \$8,912.00 and 0 calendar days.
  - Inspection Overtime Credit Part 5: Per Specification Section 01152 Article 1.03-A-5, additional work beyond 8 hours per day shall be withheld from the Contractor's Payment Applications. In lieu of withholding these costs from the Contractor's monthly payments, these reimbursement credits will be incorporated into change orders throughout the project. GHD's reimbursable overtime inspection services incurred from March 25, 2018 through July 21, 2018 are included in this change order. Contractor to provide a credit in the amount of \$9,504.00 to the City for these services.

The change order form and associated back-up documentation for the proposed changes are attached.

If you have any questions or comments do not hesitate to contact our office.

Sincerely,

GHD



Vince Maillard, P.E.  
Construction Manager

Attachment: Change Order No. 10

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City of  
**Salisbury**  
Jacob R. Day, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** November 26, 2018  
**Subject:** Declaration of Surplus  
Salisbury Fire Department – Turnout Gear

The Department of Procurement received a request from the Salisbury Fire Department to declare 23 pieces of turnout gear (8 coats and 15 pairs of pants) as surplus, in addition to 12 Class III Rescue Harnesses. These items have surpassed their usable life and must be disposed of in accordance with National Fire Protection Association (NFPA) codes 1851 and 1858 so they are not utilized for further service.

The Department of Procurement hereby requests Council's approval to declare the noted items "surplus" and to allow the City of Fire Department to destroy the gear.





**To:** Jennifer Miller, Director of Procurement  
**From:** John W. Tull, Fire Chief *(Signature)*  
**Subject:** Surplus of Personal Protective Equipment  
**Date:** November 10, 2018

The Fire Department has numerous pieces of personal protective turnout gear and life safety harnesses that have reached or surpassed their usable life. The following is a list of those items and their associated (new/replacement) costs:

• Turnout Coats:	8 ea. X \$1,203.57 =	\$ 9,628.56
• Turnout Pants:	15 ea. X \$886.00 =	<u>\$13,290.00</u>
	<b>Total</b>	<b>\$22,918.56</b>

In accordance with NFPA 1851, “*Standard on the Selection, Care, and Maintenance of Protective Structural Fire Fighting and Proximity Fire Fighting – 2014 Edition*”, Section 10.1.2, “Structural firefighting ensembles and ensemble elements shall be retired in accordance with 10.2.1, no more than 10 years from the date the ensembles or ensemble elements were manufactured.” The standard also provides guidance on the proper method of disposing of the retired articles. According to Section 10.2.1, “Retired structural firefighting ensembles and ensemble elements and proximity firefighting ensembles and ensemble elements shall be destroyed or disposed of in a manner ensuring that they will not be used in any firefighting or emergency activities, including live fire training.”

- CMC Proseries Class III Rescue Harness 12 ea. X \$294.80 = \$3,537.60

In accordance with NFPA 1858, “*Standard on Selection, Care, and Maintenance of Life Safety Rope and Equipment for Emergency Services – 2018 Edition*”, Chapter 10 Retirement and Disposition Procedures states “Life safety products shall be retired in accordance with 10.2.1 no more than ten (10) years from the date of manufacture. According to Section 10.2.1, “Retired products shall be destroyed or disposed of in a manner ensuring that they will not be used in any life safety or emergency activities, including training in accordance with ASTM F1740, *Standard Guide for Inspection of Nylon, Polyester, or Nylon/Polyester Blend, or Both Kermantle Rope.*”

I have directed Lieutenant Carbaugh to remove these items from service and secure them to prevent them from inadvertently being placed in service. I am requesting to have these items declared surplus with the intent to dispose of them in accordance with the NFPA 1851 and NFPA 1858 standards. Should you have need of further information please do not hesitate to call on me.

cc: File

ORDINANCE NO. 2509

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF JUSTICE FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$433,469, AUTHORIZING THE MAYOR TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH WICOMICO COUNTY CIRCUIT COURT AND APPROVING AN AMENDMENT TO THE FY 2019 GRANT FUND BUDGET TO APPROPRIATE FUNDS TO ENHANCE THE WICOMICO COUNTY ADULT DRUG TREATMENT COURT.

WHEREAS, the City of Salisbury, in conjunction with the Circuit Court of Wicomico County, applied for funds through the U.S. Department of Justice’s (DOJ) Drug Court Discretionary Grant program; and

WHEREAS, the DOJ has awarded the City funds in the amount of \$433,469.00; and

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

WHEREAS, the City is sub-granting \$359,019.00 to the Circuit Court of Wicomico County; and

WHEREAS, all funds shall be used to enhance the Wicomico County Adult Drug Treatment Court through law enforcement visits, rental vouchers, random call-in software, and others; and

WHEREAS, the City of Salisbury must enter into a sub-recipient grant agreement with the Circuit Court of Wicomico County defining how these funds must be expended; and

WHEREAS, the City is retaining \$84,450 for Salisbury Police Department overtime costs, Housing 1<sup>st</sup> rental vouchers, and indirect program costs; 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the Council of the City of Salisbury, Maryland, hereby authorizes Mayor Jacob R. Day to enter into a grant agreement with the Department of Justice for acceptance of these funds.

BE IT FURTHER ORDAINED that the Council of the City of Salisbury, Maryland hereby authorizes Mayor Day to negotiate and enter into a sub-recipient grant agreement with the Circuit Court of Wicomico County for the purpose of expending these funds.

BE IT FURTHER ORDAINED that the City’s Fiscal Year 2019 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase Adult Drug Court Grant revenue account (10500-423101-XXXXX) by \$433,469



- 43 2) Increase Non-Clerical Overtime expense account (10500-501021-XXXXXX) by \$23,155
- 44 3) Increase Transfer to Housing First expense account (10500-546006-XXXXXX) by \$51,264
- 45 4) Increase Operating expense account (10500-546006-XXXXXX) by \$10,031
- 46 5) Increase Subrecipient Wicomico Circuit Court expense account (10500-XXXXXX-XXXXXX)
- 47 by \$359,019
- 48

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

51  
52 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
53 Salisbury held on this 13<sup>th</sup> day of November, 2018, and thereafter, a statement of the substance of  
54 the Ordinance having been published as required by law, was finally passed by the Council on the  
55 \_\_\_\_ day of \_\_\_\_\_, 2018.

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58 **ATTEST:**

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62 \_\_\_\_\_  
63 Kimberly R. Nichols, City Clerk

64 \_\_\_\_\_  
65 John R. Heath, President  
66 Salisbury City Council

67  
68 APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2018.

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70 \_\_\_\_\_  
Jacob R. Day, Mayor

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ORDINANCE NO. 2510

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF NATURAL RESOURCES FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$120,500.00 AND APPROVING AN AMENDMENT TO THE FY 2019 GRANT FUND BUDGET TO APPROPRIATE FUNDS FOR IMPROVING WATERSIDE PARK THROUGH A NEW PLAYING FIELD, PLAYGROUND SIGNAGE, PARKING LOT, AND STORMWATER IMPROVEMENTS.

WHEREAS, pursuant to Resolution 2766 the City of Salisbury applied for funds through the Maryland Department of Natural Resources' (DNR) Community Parks & Playgrounds Program; and

WHEREAS, DNR has awarded the City funds in the amount of \$120,500.00; and

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

WHEREAS, all funds shall be used to improve Waterside Park for Salisbury's Westside neighborhood; 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the Council of the City of Salisbury, Maryland, hereby authorizes Mayor Jacob R. Day to enter into a grant agreement with the Department of Natural Resources for acceptance of these funds.

BE IT FURTHER ORDAINED that the City's Fiscal Year 2018 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase Community Parks & Playgrounds Grant Revenue account (12800-423605-73024) by \$120,500
- 2) Increase Community Parks & Playgrounds Construction Expense account (12800-513026-73024) by \$120,500

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 13<sup>th</sup> day of November, 2018, 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 \_\_\_\_\_, 2018.

45 **ATTEST:**

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49 \_\_\_\_\_  
Kimberly R. Nichols, City Clerk

\_\_\_\_\_   
John R. Heath, President  
Salisbury City Council

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53 APPROVED BY ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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57 \_\_\_\_\_  
Jacob R. Day, Mayor

AS AMENDED ON NOVEMBER 13, 2018  
ORDINANCE NO. 2511

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SALISBURY FOR RENAMING A PORTION OF NORTH DIVISION STREET TO NOCK WAY.

WHEREAS, the Salisbury Charter, SC11-2, gives the City charge of all public ways in the City; and

WHEREAS, the northern most section of North Division Street lies between Decatur ~~Avenue~~ Street and Priscilla Street, extending 360 feet and is completely disconnected from other parts of North Division Street by approximately 3,000 feet at the closest point; and

WHEREAS, the City transferred the intervening right-of-way to the State Highway Administration in the 1930s to build Route 13; and

WHEREAS, the broken and segmented nature of North Division Street causes confusion amongst drivers navigating to businesses and to the 1955 War Memorial on the isolated portion of North Division Street; and

WHEREAS, the Nock family has a long history of entrepreneurship and philanthropy in the Salisbury Community and Nock Insurance Company is located on the isolated portion of North Division Street; and

WHEREAS, the Nock family owns two of the three private properties on the street segment; and

WHEREAS, the Department of Infrastructure and Development has determined that there are no existing street names in the City of Salisbury or Wicomico County that are the same as or similar to Nock Way; and

WHEREAS, there are three properties utilizing this segment as a street address and the majority have all given their consent to the name change.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the Council of the City of Salisbury, Maryland approves the renaming the portion of North Division Street extending northerly from Decatur ~~Street~~ Avenue to Priscilla Street to Nock Way.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury, MD held on the 13<sup>th</sup> day of November, 2018, 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 \_\_\_\_\_, 2018.

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ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

\_\_\_\_\_  
Jack R. Heath  
PRESIDENT, City Council

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Jacob R. Day  
MAYOR, City of Salisbury

ORDINANCE NO. 2512

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO REMOVE PARKING FROM WAVERLY DRIVE BETWEEN CARROLL STREET AND SOUTH BOULEVARD.

WHEREAS, the Salisbury Charter (SC11-2) gives the City charge of all public ways in the City; and

WHEREAS, Ordinance No. 2215 created a bike route along Waverly Drive; and

WHEREAS, the City of Salisbury desires to encourage the use of bicycles throughout the City; and

WHEREAS, the Department of Infrastructure and Development proposes to rebuild the bike route along Waverly Drive to increase the safety for bicyclists; and

WHEREAS, the rebuilt bike route on Waverly Drive, from Carroll Street to South Boulevard, will consist of a protected two-way cycle track on the east side of the street as shown on Exhibit A; and

WHEREAS, construction of the two-way cycle track will require the removal of two on-street parking spaces near the intersection with South Boulevard; and

WHEREAS, a recommendation of the proposed parking elimination is attached as Exhibit B.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SALISBURY, MARYLAND that the City Council does hereby remove on-street parking on Waverly Drive from Carroll Street to South Boulevard.

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury, MD held on the 13<sup>th</sup> day of November, 2018, 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 \_\_\_\_\_, 2018.

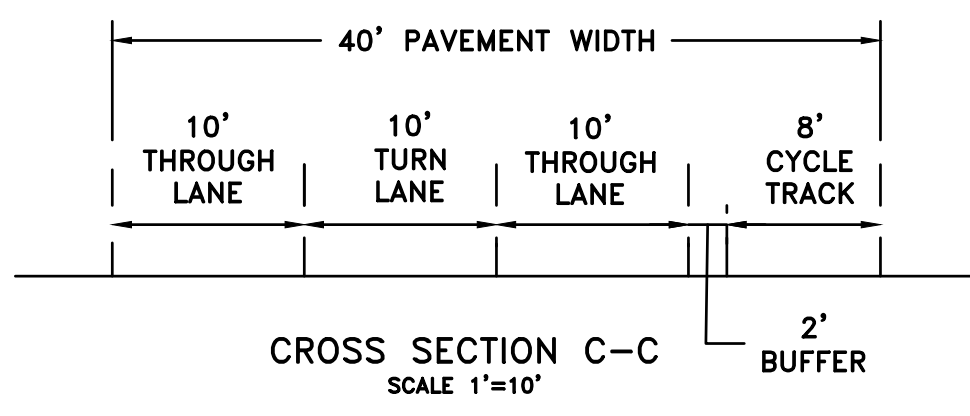
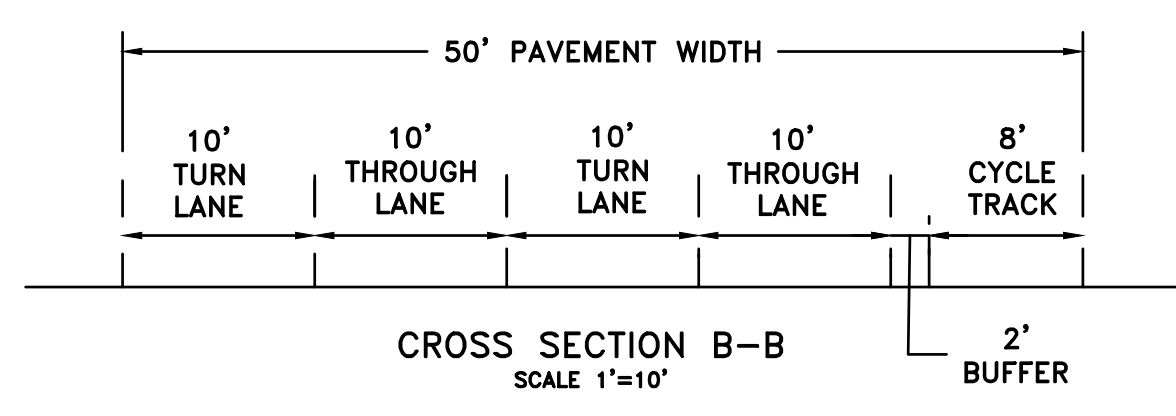
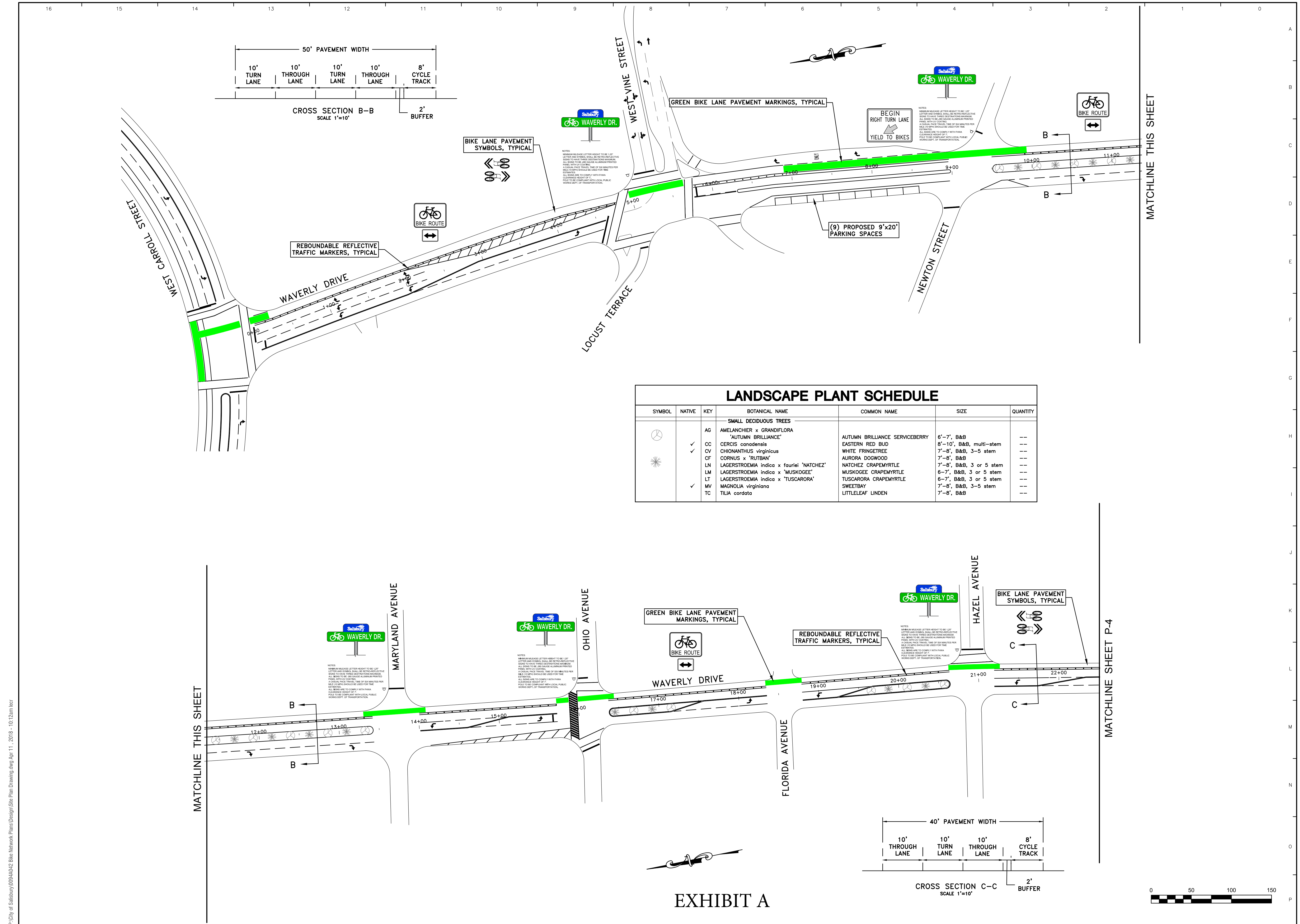
ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

\_\_\_\_\_  
John R. Heath, City Council President

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jacob R. Day, Mayor



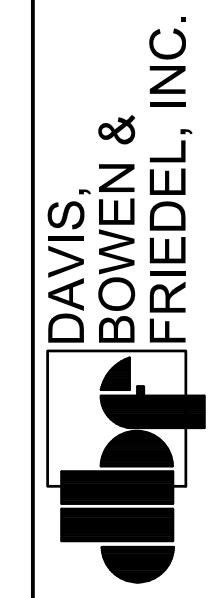
### LANDSCAPE PLANT SCHEDULE

SYMBOL	NATIVE	KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
SMALL DECIDUOUS TREES						
⊕		AG	AMELANCHIER x GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	6'-7', B&B	---
✓		CC	CERCIS canadensis	EASTERN RED BUD	8'-10', B&B, multi-stem	---
✓		CV	CHIONANTHUS virginicus	WHITE FRINGETREE	7'-8', B&B, 3-5 stem	---
CF		CF	CORNUS x 'RUTBAN'	AURORA DOGWOOD	7'-8', B&B	---
LN		LN	LAGERSTROEMIA indica x fauriei 'NATCHEZ'	NATCHEZ Crape Myrtle	7'-8', B&B, 3 or 5 stem	---
LM		LM	LAGERSTROEMIA indica x 'MUSKOGEE'	MUSKOGEE Crape Myrtle	6-7', B&B, 3 or 5 stem	---
LT		LT	LAGERSTROEMIA indica x 'TUSCARORA'	TUSCARORA Crape Myrtle	6-7', B&B, 3 or 5 stem	---
✓		MV	MAGNOLIA virginiana	SWEETBAY	7'-8', B&B, 3-5 stem	---
TC		TC	TILIA cordata	LITTLELEAF LINDEN	7'-8', B&B	---

## EXHIBIT A

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 31100, Expiration Date: 01-21-19.

ARCHITECTS ENGINEERS SURVEYORS  
 SALISBURY, MARYLAND  
 EASTON, MARYLAND



WAWERLEY DRIVE PROPOSED IMPROVEMENTS

# SALISBURY BIKE ROUTE EASTERN SHORE DRIVE

City of Salisbury, Wicomico County, Maryland

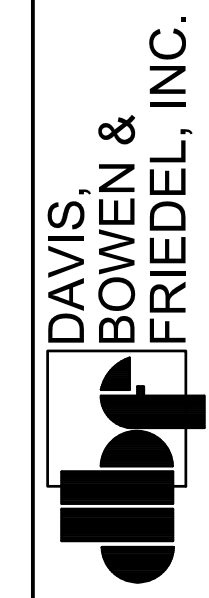
Revisions:

Date:	MARCH 2018
Scale:	1"=50'
Dwn.By:	RJL
Proj.No.:	0094A042.001
Dwg.No.:	P-3



Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 31100, Expiration Date: 01-21-19.

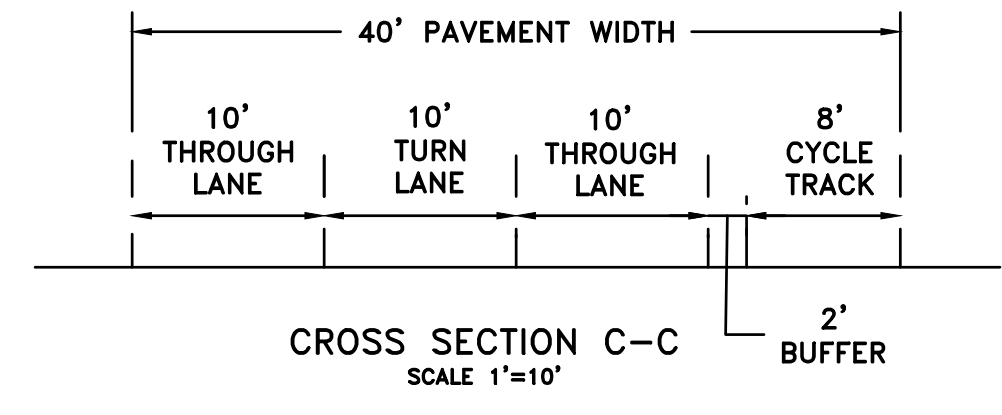
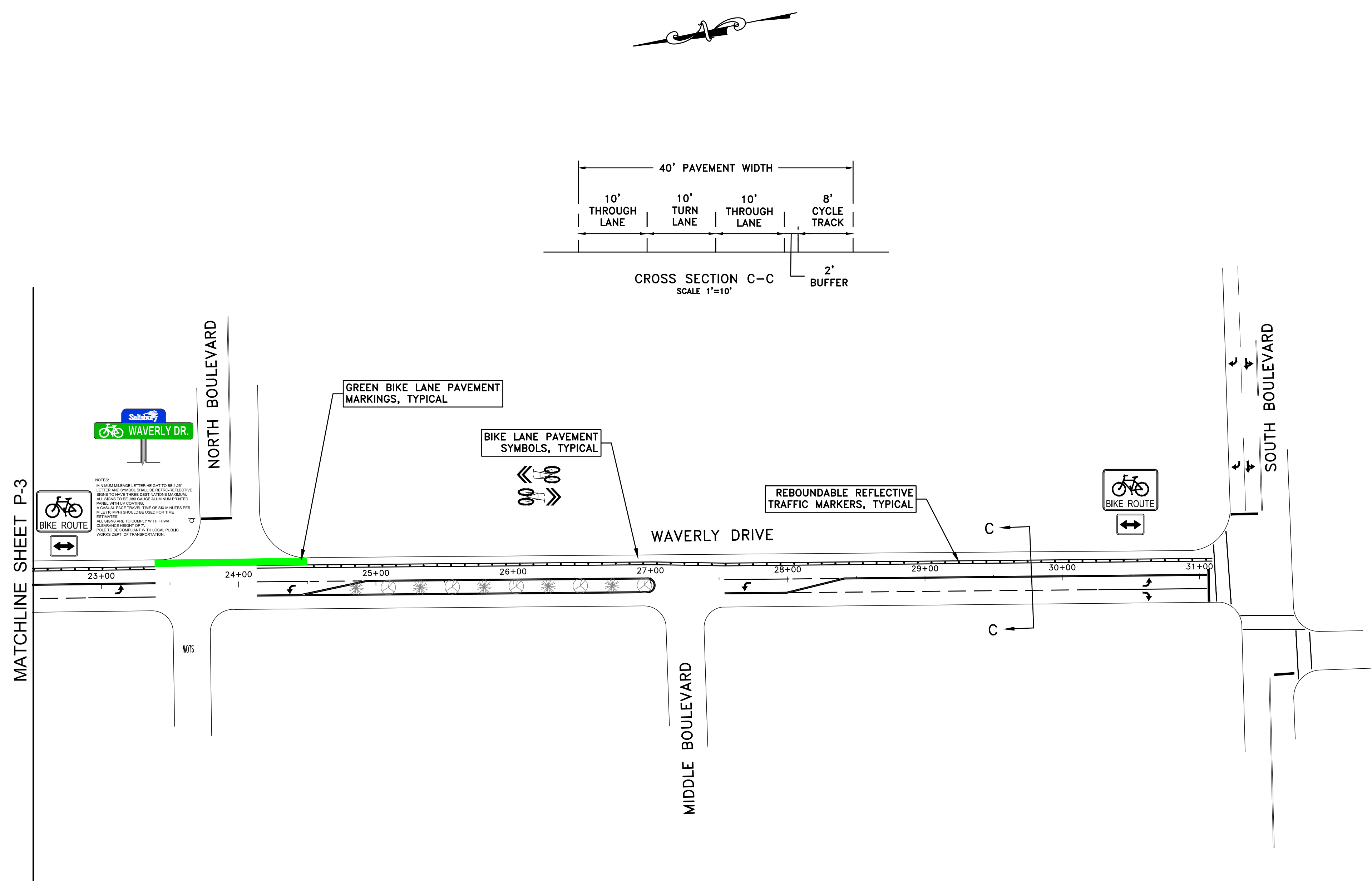
ARCHITECTS ENGINEERS SURVEYORS  
 SALISBURY, MARYLAND  
 EASTON, MARYLAND



DAVIS, BOWEN & FRIEDEL, INC.  
 WAYERLEY DRIVE PROPOSED IMPROVEMENTS

**SALISBURY BIKE ROUTE**  
**EASTERN SHORE DRIVE**  
 City of Salisbury, Wicomico County, Maryland

Revisions:  
 Date: MARCH 2018  
 Scale: 1"=50'  
 Dwn.By: RJL  
 Proj.No.: 0094A042.001  
 Dwg.No.: P-4



MATCHLINE SHEET P-3

NOTES:  
 1. SIGNAGE SHALL BE SET TO A HEIGHT OF 2'-0" ABOVE FINISHED GRADE.  
 2. ALL SIGNAGE SHALL BE PLACED ON THE RIGHT SIDE OF THE ROAD.  
 3. ALL SIGNAGE SHALL BE PLACED ON THE RIGHT SIDE OF THE ROAD.  
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LANDSCAPE PLANT SCHEDULE						
SYMBOL	NATIVE	KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
SMALL DECIDUOUS TREES						
⊗		AG	AMELANCHIER x GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	6'-7', B&B	--
	✓	CC	CERCIS canadensis	EASTERN RED BUD	8'-10', B&B, multi-stem	--
	✓	CV	CHIONANTHUS virginicus	WHITE FRINGETREE	7'-8', B&B, 3-5 stem	--
		CF	CORNUS x 'RUTBAN'	AURORA DOGWOOD	7'-8', B&B	--
		LN	LAGERSTROEMIA indica x fouriei 'NATCHEZ'	NATCHEZ Crape Myrtle	7'-8', B&B, 3 or 5 stem	--
		LM	LAGERSTROEMIA indica x 'MUSKOGEE'	MUSKOGEE Crape Myrtle	6-7', B&B, 3 or 5 stem	--
		LT	LAGERSTROEMIA indica x 'TUSCARORA'	TUSCARORA Crape Myrtle	6-7', B&B, 3 or 5 stem	--
	✓	MV	MAGNOLIA virginiana	SWEETBAY	7'-8', B&B, 3-5 stem	--
		TC	TILIA cordata	LITTLELEAF LINDEN	7'-8', B&B	--





# Waverly Drive – removal of on street parking



Location of two parking spaces proposed to be removed

ORDINANCE NO. 2513

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF HOMELAND SECURITY FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$42,577 AND APPROVING A BUDGET AMENDMENT OF THE GRANT FUND TO APPROPRIATE FUNDS FOR THE PURCHASE OF ENHANCED MARINE/DIVE OPERATIONAL EQUIPMENT TO BE USED BY THE FIRE DEPARTMENT IN THE PROTECTION AND DELIVERY OF EMERGENCY SERVICES TO THE CITIZENS OF THE SALISBURY FIRE DISTRICT.

WHEREAS, the Salisbury Fire Department has the need to purchase enhanced marine/dive operational equipment to enhance operational efficiency and effectiveness; and

WHEREAS, the City of Salisbury made application for grant funds for this purpose from a program administered by the United States Department of Homeland Security (DHS) under the Port Security grants program; and

WHEREAS, the Fire Department has been offered a grant award in the amount of \$42,577.00 from the DHS as part of the Port Security grant program to be used for the purchase of enhanced marine/dive operational equipment; and

WHEREAS, the Federal share of the project cost is \$42,577.00 and the City's share of the project cost is \$14,192.00; and

WHEREAS, the City's share of the cost shall be funded, in whole, by the Salisbury Fire Department Volunteer Corporations; and

WHEREAS, the City of Salisbury must agree to the terms of the documents in the Award Package, attached as Exhibit A; and

WHEREAS, § 7-29 of the Salisbury City Charter forbids the Mayor from entering into a contract that requires an expenditure not 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 ORDAINED BY THE CITY OF SALISBURY, MARYLAND THAT, the Council of the City of Salisbury, Maryland does hereby authorize Mayor Jacob R. Day to enter into a grant agreement with the Department of Homeland Security for acceptance of grant funds in the amount of \$42,577. The City further accepts the contribution of \$14,192 from the Salisbury Fire Department Volunteer Corporations. The City expresses its sincere appreciation to the United States Department of Homeland Security's Port Security grants program administrators, Salisbury Fire Department, Inc. (Station 16) and Salisbury Fire Company, No. 2, Inc. (Station 2) for their recognition of and contribution to the City's efforts to

47 enhance the efficiency and effectiveness of the services provided by the Salisbury Fire  
48 Department to the citizens of the City and the Salisbury Fire District.

49  
50 BE IT FURTHER ORDAINED that the City's Fiscal Year 2019 Grant Fund Budget be  
51 and hereby is amended as follows:

52  
53 1) Increase Port Security Grant DHS Revenue account (10500-425120-18003) by  
54 \$42,577.00

55 2) Increase Port Security Grant City Match Revenue account (10500-456415-18003) by  
56 \$14,192.00

57  
58 3) Increase Port Security Grant Equipment Expense account (10500-577030-18003) by  
59 \$56,769.00

60  
61 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
62 Salisbury held on this 13<sup>th</sup> day of November, 2018, and thereafter, a statement of the substance  
63 of the Ordinance having been published as required by law, was finally passed by the Council on  
64 the \_\_\_\_ day of \_\_\_\_\_, 2018.

65  
66  
67 ATTEST:

68  
69  
70 \_\_\_\_\_  
71 Kimberly R. Nichols  
72 CITY CLERK  
73  
74 \_\_\_\_\_  
75 John R. Heath  
76 PRESIDENT, City Council

77  
78 APPROVED BY ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

79 \_\_\_\_\_  
Jacob R. Day, Mayor

Award Letter



U.S. Department of Homeland Security  
Washington, D.C. 20472

James Gladwell  
City of Salisbury Fire Department  
325 Cypress St  
Salisbury, MD 21801 -

Re: Grant No.EMW-2018-PU-00102

Dear James Gladwell:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Port Security Grant Program has been approved in the amount of \$42,577.00. As a condition of this award, you are required to contribute a cost match in the amount of \$14,192.00 of non-Federal funds, or 25 percent of the total approved project costs of \$56,769.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2018 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

*Thomas Dinanno*

THOMAS GEORGE DINANNO GPD Assistant Administrator

U.S. Department of Homeland Security  
Washington, D.C. 20472



**AGREEMENT ARTICLES**  
**Port Security Grant Program**

**GRANTEE:** City of Salisbury Fire Department  
**PROGRAM:** Port Security Grant Program  
**AGREEMENT NUMBER:** EMW-2018-PU-00102-S01

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Article XL	Drug-Free Workplace Regulations
Article XLI	Civil Rights Act of 1968
Article XLII	Prior Approval for Modification of Approved Budget
Article XLIII	EHP Hold

### **Article I - Summary Description of Projects**

Project 1: Sonar System is fully funded for \$22,276.

Project 2: Infrared Radar is fully funded for \$20,301.

### **Article II - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

### **Article III - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

### **Article IV - Procurement of Recovered Materials**

Recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Article V - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

### **Article VI - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article VII - USA Patriot Act of 2001**

Recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends 18 U.S.C. Sections 175-175c.

### **Article VIII - Universal Identifier and System of Award Management (SAM)**



Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

#### **Article IX - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article X - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article XI - Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at [2 C.F.R. Section 175.15](#), the full text of which is incorporated here by reference.

#### **Article XII - Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XIII - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XIV - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XV - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XVI - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XVII - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

## **Article XVIII - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

## **Article XIX - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

## **Article XX - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

## **Article XXI - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

## **Article XXII - Acknowledgment of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

## **Article XXIII - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the [DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

## **Article XXIV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances - Non-Construction Programs](#), or [OMB Standard Form 424D Assurances - Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations, Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

## **Article XXV - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. Section 401.14.

## **Article XXVI - Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

## **Article XXVII - Non-supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **Article XXIX - National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## **Article XXX - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## **Article XXXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XXXII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

#### **Article XXXIII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

#### **Article XXXIV - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XXXV - Federal Debt Status**

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

#### **Article XXXVI - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

#### **Article XXXVII - Energy Policy and Conservation Act**

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XXXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

#### **Article XXXIX - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XL - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 CFR part 3001](#), which adopts the Government-wide implementation ([2 CFR part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).



**Article XLI - Civil Rights Act of 1968**

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. Section 100.201](#).)

**Article XLII - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article XLIII - EHP Hold**

A programmatic hold is placed on EMW-2018-PU-00102 and the amount of \$22,276 is on hold in FEMA's financial systems. The recipient is prohibited from obligating, expending, or drawing down PSGP funds in support of EMW-2018-PU-00102: City of Salisbury Fire Department - \$42,577 i.e. Investment 1: Sonar System \$22,276 with a limited exception for any approved costs associated with the preparation, conduct, and completion of required environmental planning and historic preservation (EHP) reviews, as discussed in FEMA Information Bulletin No. 404.

To release this hold, the recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY 2018 PSGP Notice of Funding Opportunity. Please contact your DHS/FEMA GPD Headquarters Program Analyst to receive specific guidance regarding EHP compliance.

**BUDGET COST CATEGORIES**

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$56,769.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

**Obligating Document for Award/Amendment**

1a. AGREEMENT NO. EMW-2018-PU-00102-S01  
 2. AMENDMENT NO. \*\*\*  
 3. RECIPIENT NO. 526000806  
 4. TYPE OF ACTION AWARD  
 5. CONTROL NO. WX03517N2018T

6. RECIPIENT NAME AND ADDRESS  
 City of Salisbury Fire Department  
 325 Cypress St  
 Salisbury, MD, 21801 -  
 7. ISSUING FEMA OFFICE AND ADDRESS  
 FEMA-GPD  
 400 C Street, SW, 3rd floor  
 Washington, DC 20472-3645  
 POC: 866-927-5646  
 8. PAYMENT OFFICE AND ADDRESS  
 FEMA Finance Center  
 430 Market Street  
 Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER  
 James Gladwell  
 PHONE NO. 4105483120  
 10. NAME OF FEMA PROJECT COORDINATOR  
 Central Scheduling and Information Desk  
 Phone: 800-368-6498  
 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION  
 09/01/2018  
 12. METHOD OF PAYMENT  
 PARS  
 13. ASSISTANCE ARRANGEMENT  
 Cost Reimbursement  
 14. PERFORMANCE PERIOD  
**From:** 09/01/2018  
**To:** 08/31/2021  
**Budget Period**  
 09/01/2018 08/31/2021

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2018-FA-GC01-P410- -4101-D	\$0.00	\$42,577.00	\$42,577.00	See Totals
			<b>\$0.00</b>	<b>\$42,577.00</b>	<b>\$42,577.00</b>	<b>\$14,192.00</b>

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

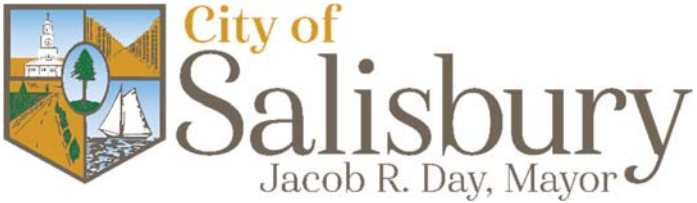
DATE

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE

Tue Sep 18 03:15:53 GMT 2018

BERTRAM NMN MCKEITHEN JR , Assistance Officer



## MEMORANDUM

**To:** The Mayor & City Council  
**From:** Nancy Talbott, Grants Coordinator  
**Subject:** FY19 Maryland Heritage Area Authority Grant – National Folk Festival  
**Date:** November 21, 2018

---

The City of Salisbury applied for and received funding from the Maryland Department of Planning's Maryland Heritage Area Authority to support the 2018 National Folk Festival. The awarded funds total \$50,000, and are intended to fund the necessary equipment and supplies for the Maryland Traditions Folklife Area and the Family Area.

While the 2018 National Folk Festival has ended, many invoices still require payment. Funds received through this grant will be applied to those invoices.

Please feel free to contact me if you have any questions or concerns.

Attachment:



November 1, 2018

Miss Nancy Talbott  
Grants Specialist  
City of Salisbury  
125 N Division Street  
Salisbury, MD 21801

Dear Miss Talbott:

Enclosed please find the FY2019 MHAA Non-Capital Grant Agreement for the project entitled "Funding the Folklife". This Agreement must be signed where indicated by a person legally authorized to enter into contracts for City of Salisbury. Within 30 days, please return this hard copy of the Grant Agreement, with original signatures, to my attention at the Maryland Historical Trust.

Also enclosed, please find the Request for Disbursement form that needs to be signed and returned with the signed Grant Agreement.

As soon as our Attorney and Agency Head sign the Agreement, we will return a fully executed electronic copy of the Agreement to you for your files.

We look forward to continuing our work with you on this important project.

Sincerely,

Jennifer Ruffner  
Administrator  
Maryland Heritage Areas Program

Enclosures



**MHAA REQUEST FOR DISBURSEMENT FORM**

<b>GRANTEE - FEDERAL ID NUMBER (F.E.I.N.)</b>	<b>GRANT AGREEMENT DATE (Execution Date on the Signature Page)</b>	<b>DISBURSEMENT REQUEST NUMBER</b>	<b>TOTAL GRANT DISBURSEMENT RECEIVED TO DATE</b>	<b>AMOUNT REQUESTED THIS DISBURSEMENT</b>
52-8000806		1	\$0.00	\$12,500.00

<b>NAME AND ADDRESS OF GRANTEE</b>	<b>NAME &amp; TELEPHONE # OF GRANTEE CONTACT</b>
City of Salisbury - 125 N. Division Street, Salisbury, MD 21801	Ms. Nancy Talbott - (410)341-9550/ntalbott@salisbury.md

LINE ITEM #	USE OF FUNDS (Budget line items should match the approved budget in the grant agreement)	MHAA GRANT FUNDS AWARDED	MHAA GRANT FUNDS EXPENDED TO DATE	GRANTEE REQUIRED CONTRIBUTION BUDGETED*		GRANTEE REQUIRED CONTRIBUTION EXPENDED TO DATE*		OTHER PROJECT COSTS BUDGETED	OTHER PROJECT COSTS EXPENDED TO DATE	BUDGETED TOTAL PROJECT COSTS	ACTUAL TOTAL PROJECT COSTS
				CASH	IN-KIND	CASH	IN-KIND				
1											
<b>TOTAL:</b>		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

\*Grantee agrees to provide funding in an amount not less than the amount of the MHAA Grant. Grantee's cash contribution must be in an amount equal to no less than 75% of the Grant amount. As part of the Grantee's Final Report, Grantee must provide financial documentation to MHAA of all expenditures of MHAA grant funds and all cash and in-kind contributions utilized to meet these requirements.

**CERTIFICATION**

I certify that this request for payment is made in accordance with the terms and conditions of the Grant Agreement with the Maryland Heritage Areas Authority, and the amount requested is correct. Furthermore, I certify that the representations, certifications, and other matters contained in the Grant Agreement dated \_\_\_\_\_ are and remain true and complete in all material respects as of the date of this request for disbursement.

\_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Signature

STATE USE ONLY				
Date Received	Amount Approved	Payment Reviewed By	Payment Approved By	PCA Code
		Assistant Grants Manager, MHT	Fiscal Manager, MHT	41530

**MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM  
GRANT AGREEMENT**

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b below), by and between the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland as part of the Department of Planning of the State of Maryland (“**MHAA**”) and City of Salisbury, a local government organized and existing under the laws of Maryland, with its principal office located at 125 N Division Street, Salisbury, MD 21801 (the “**Grantee**”).

**RECITALS**

- A. MHAA is authorized under Section 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (the “**Act**”) and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code Of Maryland Regulations (the “**Regulations**”) to make grants from the Maryland Heritage Areas Authority Financing Fund (the “**Fund**”) to local jurisdictions or other eligible entities to develop management plans for certified heritage areas and for planning, design, acquisition, development, preservation, restoration, integration, marketing, or programming of certified heritage areas (the “**Program**”);
- B. Grantee has applied to MHAA for a grant from the Program for the project described herein (the “**Grant Application**”); and
- C. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act and the Regulations, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHAA and Grantee agree as follows:

**1. Grant and Project Terms.**

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$50,000.00 (the “**Grant**”) for the activities set forth and described in Exhibit A of this Agreement (the “**Project**”), as further described in the attached Exhibit A – Project Requirements (the “**Scope of Work**”). Grantee shall use the Grant only for the activities authorized in Exhibit A, and shall operate the Project in accordance with the Act, the Regulations and the terms and conditions of this Agreement.
- b. Grant Term. This Agreement is effective as of the date it is executed by MHAA (the “**Effective Date**”), and shall terminate the later of (i) twenty-four months following the Effective Date, or (ii) MHAA’s receipt and approval of the Final Report as set forth in Section 7.c of this Agreement (the “**Termination Date**”).
- c. Project Timetable. Grantee may commence on the Project Commencement Date and shall diligently pursue completion of the Project by the Project Completion Date set forth in the Exhibit A (the “**Project Timetable**”).
- d. Extensions. At its discretion, MHAA may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHAA’s satisfaction that the circumstances warrant such extension. An extension may be offered by MHAA in writing or by email, and shall be

deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered.

**2. Grantee's Contribution; MHAA's Project Monitor.**

- a. Grantee shall provide an equity contribution to the Project in an amount at least equal to the Grant, either in the form of cash, or a combination of cash in an amount not less than 75% of the Grant and an in-kind contribution equivalent to not less than the remainder of the Grant, which contribution must be satisfactory to MHAA (the "**Grantee's Contribution**"), and as further described in the budget set forth in **Exhibit B** (the "**Project Budget**"). Grantee's Contribution shall be used to pay for Project expenses described in the Project Budget. Grantee's Contribution may include funds derived from other non-State public or private sources; provided however, that no State funds may be used for any part of the Grantee's Contribution. If the source of equity comprising Grantee's Contribution is reduced or otherwise becomes unavailable, Grantee shall replenish such equity source in order to remain compliant with the requirements of this Section.
- b. The MHAA staff member set forth in Section 13.a of this Agreement shall serve as the project monitor for this Project (the "**Project Monitor**").

**3. Grant Documents.**

The following documents shall be executed in connection with the Grant, which documents shall be satisfactory in form and substance to MHAA:

- a. This Agreement;
- b. An Assurance of Compliance (**Attachment 1**), unless Grantee is a religious organization;
- c. If Grantee is a religious organization, a Fair Practices Certification (**Attachment 1**);
- d. If Grantee is a business entity, a Contract Affidavit (**Attachment 2**); and
- e. Any other document or instrument that may be required by MHAA.

**4. Expenditure of Grant Proceeds.**

All Grant funds shall be expended on or before the Project Completion Date.

- a. Grantee shall expend the Grant in accordance with the Project Budget. Grantee is permitted to make minor transfers between budget line items in the Project Budget totaling no more than 10% of the amount of the Grant without the prior written consent of the Project Monitor. Changes in funds allocation that exceed 10% of the Grant amount must have prior written approval from the Project Monitor.

- b. All costs incurred by Grantee before the Effective Date of this Agreement and before MHAA's approval of the release of the Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement. Grantee may incur Project expenses commencing on the Project Commencement Date.
- c. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHAA.
- d. MHAA must approve changes to the Project Budget as noted in paragraph 4.a above, the Scope of Work, the Project Timetable, or any other term of this Agreement.

**5. Disbursement of Grant Proceeds.**

- a. Provided that Grantee is not in default under this Agreement, MHAA shall disburse the Grant to Grantee pursuant to the schedule attached hereto in **Exhibit A** (the "**Disbursement Schedule**"). Disbursements will be made, as the Project progresses, based upon requests for disbursement (a "**Request for Disbursement**") submitted by Grantee through the online grants software system of the Maryland Historical Trust (MHT). All Requests for Disbursement shall be satisfactory to MHAA, and shall identify all costs incurred for which the disbursement is being sought. Grantee shall provide such additional supporting documentation as may be required by MHAA.
- b. MHAA shall not disburse the Grant until Grantee has complied with the following conditions:
  - (i) Grantee has complied with the applicable Special Conditions, as set forth in **Exhibit A** to this Agreement, and all other terms and conditions of the Grant as required by MHAA to MHAA's satisfaction; and
  - (ii) If Grantee is a business entity or a nonprofit organization, Grantee has submitted its articles of incorporation, bylaws, and a corporate resolution accepting the Grant and authorizing one or more individuals to execute the Grant documents, and be in good standing or duly registered to do business in the State with the Maryland Department of Assessments and Taxation.
- c. The final disbursement of Grant funds will be disbursed to Grantee in accordance with Request for Disbursement upon:
  - (i) Grantee's completion of the Project to the satisfaction of MHAA;
  - (ii) Grantee's submission of a Final Report (as defined in Section 7) on or before the due date set forth in the Project Timetable (the "**Final Report Due Date**"), acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project; and

- (iii) Grantee's submission of final financial documentation of the Grant, satisfactory in form and content to MHAA.
- d. Requests for Disbursement will be processed within approximately forty-five (45) days from MHAA's approval of a complete Request for Disbursement. The Requests for Disbursement shall not exceed the eligible costs approved by MHAA. In its sole discretion, MHAA may disburse funds for eligible costs anticipated to be incurred.
- e. All Requests for Disbursement of Grant funds shall be submitted through MHT's online grants software system. Grantee shall provide additional supporting documentation as MHAA may require from time to time.
- f. MHAA has the right to withhold disbursements of Grant funds if at any time MHAA determines in its sole discretion that Grantee is in default under this Agreement.

**6. Default and Remedies.**

- a. A default under this Agreement shall occur if:
  - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement;
  - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
  - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;
  - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
  - (v) Grantee is in default under any other agreement related to the Project which, in MHAA's sole discretion, may have an adverse material impact on the Project;
  - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;
  - (vii) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHAA;
  - (viii) Grantee has not expended the Grant funds necessary to complete the Project by the Project Completion Date; or

- (ix) Grantee has not provided the Grantee's Contribution to MHAA's satisfaction.
- b. MHAA shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHAA shall have the right to:
  - (i) Reduce the amount of the Grant or withhold disbursement of the Grant;
  - (ii) Demand repayment of the Grant from Grantee in whole or in part; and/or
  - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MHAA's termination of the Agreement:
  - (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;
  - (ii) MHAA may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
  - (iii) In addition to the rights and remedies contained in this Agreement, MHAA may at any time proceed to protect and enforce all rights available to MHAA by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement; and
  - (iv) Upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, MHAA's right to terminate this Agreement shall be immediate.

7. **Records and Reports.**

- a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHAA of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHAA's representatives or other agencies of the State during reasonable working hours before, during, or after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHAA upon request.
- b. Books, accounts, and records of contractors and subcontractors shall be maintained and made available to MHAA or MHAA's representative(s) for inspection for up to 5 years after either the

date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.

- c. Grantee shall provide MHAA with a progress report (the “**Mid-Project Report**”) and a Project completion report (the “**Final Report**”) in the forms provided by MHAA and as further described in Exhibit A - Reporting. These reports shall contain information about work accomplished and problems encountered, expenditures made against the Project Budget, and include a Request for Disbursement, if applicable. Reports are due on the dates set forth in the Project Timetable.
- d. Upon request of MHAA, Grantee shall provide MHAA with copies of any audits relating to the Grant proceeds performed on Grantee's records by any other entity.
- e. In addition to the requirements set forth above, Grantee shall provide MHAA with such additional records, reports, and other documentation as may be required by MHAA.

**8. General and Special Covenants.**

- a. In carrying out the Project, Grantee agrees to accept technical assistance from MHAA or MHT if MHAA or MHT deems it necessary.
- b. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- c. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING, IN FAVOR OF MHAA FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.

**9. Grantee's Support Acknowledgments.**

With respect to all Project related (i) public events such as press releases, interviews, ground breaking ceremonies, dedications, media events; and (ii) materials such as programs, videos and/or slide/tape productions, installation of exhibits, signage, web pages, and any other materials which are developed with the assistance of the Fund under the Grant:

- a. Grantee shall notify MHAA in a timely manner of any public events relating to the Project, and shall provide MHAA an opportunity to participate in the event, at the MHAA's discretion.
- b. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of MHAA support, along with the MHAA logo, in the following format:

This Project has been financed in part with State Funds from the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland. However, Project contents or opinions do not necessarily reflect the views or policies of the Maryland Heritage Areas Authority.

- c. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of the local heritage area support identifying the name of the local heritage area, along with the logo of the local heritage area.
- d. Grantee shall consult with MHAA if issues arise regarding incorporation of the acknowledgments in the Project materials.

**10. Grantee's Certifications.**

By executing the Agreement, Grantee certifies to MHAA that:

- a. If applicable, Grantee is duly organized and validly exists under the laws of Maryland and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;
- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;



- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and
- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

**11. Nondiscrimination Provisions; Equal Opportunity Compliance.**

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
  - (i) Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification); or
  - (ii) Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the Maryland Department of Planning Assurance of Compliance, attached to this Agreement as **Attachment 1**.
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices including:
  - (i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - (ii) Title VIII of the Civil Rights Act of 1968, as amended;
  - (iii) The Governor's Code of Fair Practices, as amended;
  - (iv) Upon MHAA's request, Grantee will submit to MHAA information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation,

marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHAA; and

- (v) Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.

**12. Indemnification.**

Grantee releases MHAA from, agrees that MHAA shall not have any liability for, and agrees to protect, indemnify, and hold MHAA harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHAA as a result of or in connection with the Project. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, including reasonable attorney's fees, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHAA. This Section shall survive the term of this Agreement.

**13. Notices.**

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a. Communications to MHAA shall be mailed to the Project Monitor or such other person as may be designated by MHAA:

Maryland Heritage Areas Authority  
Maryland Historical Trust  
100 Community Place  
Crownsville, Maryland 21032  
Attn: Jennifer Ruffner, Project Monitor

- b. Communications to Grantee shall be mailed to:

Miss Nancy Talbott  
Grants Specialist  
125 N Division Street  
Salisbury, MD 21801

**14. Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MHAA to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

15. **Amendment.** Except as provided in Paragraph 1.d. above, this Agreement or any part hereof, may be amended from time to time upon (i) written or emailed request for amendment from Grantee and written or emailed approval of the request by MHAA and (ii) a written instrument executed by both of the parties.
16. **Assignment.** This Agreement may not be assigned without MHAA's prior written approval.
17. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
19. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.
20. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland (the "State").
21. **Costs.** Grantee shall bear all costs incident to the Grant including Grantee's attorneys' fees, if any.
22. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHAA to the attention of the Project Monitor.
23. **No Warranty or Representation.** Neither the approval by MHAA, nor any subsequent inspections or approvals of the Project, shall constitute a warranty or representation by MHAA or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHAA are performed solely for the benefit of MHAA to assure the proper expenditure of the Grant and are not for the benefit of any other person.
24. **Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MHAA, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MHAA any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

**WITNESS** our hands and seals, all as of the Effective Date.

**ATTEST/WITNESS:**

**GRANTEE: CITY OF SALISBURY**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WIT

**MARYLAND HERITAGE AREAS AUTHORITY**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Jeffery Cann  
Assistant Secretary for Operations, Department of Planning  
Designee for Chairman  
Maryland Heritage Areas Authority

\_\_\_\_\_  
Date of Execution on behalf of MHAA  
(Effective Date)

Approved for form and legal  
sufficiency this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Assistant Attorney General

- Attachments:  
Exhibit A            Project Requirements  
Exhibit B            Project Budget  
Attachment 1        Assurance of Compliance

**WITNESS** our hands and seals, all as of the Effective Date.

**ATTEST/WITNESS:**

**GRANTEE: CITY OF SALISBURY**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WI



**MARYLAND HERITAGE AREAS AUTHORITY**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Jeffery Cann  
Assistant Secretary for Operations, Department of Planning  
Designee for Chairman  
Maryland Heritage Areas Authority

\_\_\_\_\_  
Date of Execution on behalf of MHAA  
(Effective Date)

Approved for form and legal  
sufficiency this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Assistant Attorney General

- Attachments:
- Exhibit A            Project Requirements
  - Exhibit B            Project Budget
  - Attachment 1        Assurance of Compliance

**EXHIBIT A**

**PROJECT REQUIREMENTS**

**SCOPE OF WORK**

Grant funds and Grantee’s Contribution will be used by the Grantee as follows:

**Project Summary:**

This Project involves the hosting of the 78th National Folk Festival, in Salisbury, Maryland. Grant funds will support: artisan fees; stage rental; sound/audio/lighting rental; golf cart rental; purchase and/or rental of tents, tables, chairs, and portable toilets; purchase of supplies; purchase of a storage trailer; and production and fabrication of wayfinding signage. Grantee Contributions will support: artisan fees; rental of tents; purchase of supplies; production and fabrication of wayfinding signage; purchase of a storage trailer; and volunteer support.

The scope of work is further described in **Exhibit B** – Project Budget.

**PROJECT TIMETABLE**

7/12/2018	“ <b>PROJECT COMMENCEMENT DATE</b> ”: Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee’s Contribution may be used for costs incurred on or after this date.
12/28/2018	“ <b>MID-PROJECT REPORT DUE DATE</b> ”: Grantee must submit online a Mid-Project Report (as described in Section 7 of the Agreement and <b><u>Exhibit A – Reporting</u></b> ), including all required financial documentation with a completed Request for Disbursement.
7/31/2019	“ <b>PROJECT COMPLETION DATE</b> ”: All work items detailed in <b><u>Exhibit A</u></b> completed. All Grant funds expended.
10/31/2019	“ <b>FINAL REPORT DUE DATE</b> ”: Grantee must submit to Project Monitor a Final Report (as described in <b><u>Exhibit A – Reporting</u></b> ), including all Project deliverables as well as all required financial documentation with a completed Final Request for Disbursement. Failure to submit the Final Report may result in the forfeiture and/or recapture of Grant funds.

**SPECIAL CONDITIONS**

1. Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee’s Contribution may be used for costs incurred on or after July 12, 2018.

2. Grantee shall obtain review and approval from MHAA of the professional qualifications of any person or entity contracted or retained to undertake any portion of the Project.

3. Grantee shall obtain review and approval from MHAA of materials such as brochures, videos and/or slide/tape productions, installation of exhibits, signage, web pages, and any other materials which are developed with the assistance of the Funds under the Grant prior to production of those materials.

**GRANTEE’S CONTRIBUTION**

Grantee shall provide Grantee’s Contribution in an amount not less than the amount of the MHAA Grant. The cash portion of Grantee’s Contribution must be in an amount equal to no less than 75% of the Grant amount. As part of Grantee’s Final Report, Grantee must provide financial documentation to MHAA of all expenditures of MHAA Grant funds and all expenditures of Grantee’s Contribution.

MHAA GRANT	\$50,000.00
GRANTEE’S REQUIRED CASH CONTRIBUTION	\$40,500.00
GRANTEE’S REQUIRED IN-KIND CONTRIBUTION	\$9,500.00
GRANTEE’S TOTAL REQUIRED CONTRIBUTION	\$50,000.00

**DISBURSEMENT SCHEDULE**

Pursuant to Section 5 of the Agreement, MHAA shall disburse Grant funds on a reimbursement basis, upon MHAA’s approval of a complete Request for Disbursement submitted through MHT’s online grants software system.

Provided that the Grantee is not in default under this Agreement, MHAA shall make payment to the Grantee on the following schedule, contingent upon completion and submission of Requests for Disbursement that are satisfactory in form and content to MHAA:

1. The First disbursement shall be 25% of the Grant and will be disbursed to the Grantee within 45 days of the Effective Date of this Agreement and receipt of a completed Request for Disbursement;
2. The Second disbursement shall be an amount up to 50% of the Grant and may be disbursed subject to Grantee’s submittal of:
  - i. A Mid-Project Progress Report satisfactory in form and content to MHAA;
  - ii. Documentation that the Grantee has incurred approved Project costs that equal 50% of the total amount of the Grant and 50% of Grantee's Contribution, satisfactory in form and content to MHAA; and
  - iii. A completed Request for Disbursement, including an accounting of total actual expenditures to date on approved Project costs.

3. MHAA reserves the right not to disburse Grant funds if Grantee has not incurred approved Project costs equal to the amount stated in the Request for Disbursement, plus the required expenditure of Grantee's Contribution.
4. The final Request for Disbursement shall be an amount not to exceed the remaining balance of undisbursed Grant funds, and may be disbursed subject to Grantee's submittal of:
  - i. A Final Report satisfactory in form and content to MHAA;
  - ii. Documentation of expenditure of Grant funds in an amount equal to the Final Request for Disbursement on approved Project costs, satisfactory in form and content to MHAA;
  - iii. Documentation of expenditure of the total Grantee's Contribution on approved Project costs, satisfactory in form and content to MHAA;
  - iv. Final deliverables, as may be required under the Agreement, satisfactory in form and content to MHAA; and
  - v. A completed Request for Disbursement including an accounting of total actual expenditures to date on approved Project costs.

## **REPORTING**

1. The Grantee will submit Project reports through MHT's online grants software system according to the Project Timetable as set forth in **Exhibit A – Project Timetable**. Progress reports on the Project will identify work completed, work still in progress and work newly initiated during the report period. The reports shall assess whether the Project Timetable is being met, projected work units by time periods are being accomplished, or other performance goals are being achieved. These reports should compare, from Project commencement to date, actual accomplishments to established goals, and actual costs incurred to established Project Budget by cost categories. If necessary, the Grantee should explain why goals are not being met or cost overruns or high unit costs were incurred and what actions have been taken or are contemplated to complete the Project on schedule and within budget. The Grantee should also identify any problems, delays or adverse conditions which would materially affect planned performance as well as any favorable conditions which would allow for the completion of more work units than originally projected.
2. Either MHAA or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
3. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable as set forth in **Exhibit A – Project Timetable** of this Agreement, the Grantee shall notify the Project Monitor to determine what actions need to be taken.
4. The Grantee shall furnish to MHAA a Final Report through MHT's online grants software system, according to the Project Timetable set forth in **Exhibit A – Project Timetable**, which must be approved by



MHAA prior to the release of the final disbursement of Grant funds. The Final Report is intended to provide a record and capsule summary of the programs and/or projects accomplished during the Grant period. Incomplete reports will be returned, and Grant funds withheld until MHAA's approval of the Final Report. The Final Report shall contain the following:

- i. Brief discussion of the major work items specified in the Scope of Work, Project Budget, and Project Timetable.
- ii. An evaluation of the Grantee's effectiveness in carrying out the work items specified in the Scope of Work, Project Budget, and Project Timetable.
- iii. A final Request for Disbursement with all requested documentation to support expenditures of Grant funds and Grantee's Contribution.

**Exhibit B**

**PROJECT BUDGET**

Line Item No.	Work Item (Description)	Grant Funds	Grantee Contribution		Other Project Costs	Total Project Cost
			Grantee Cash Match	Grantee In-Kind Match		
1	Artisan Fees	\$12,000.00	\$10,000.00			\$22,000.00
2	Stage Rental	\$5,000.00				\$5,000.00
3	Sound/Audio/Lighting	\$8,500.00				\$8,500.00
4	Golf Cart Rental	\$5,000.00				\$5,000.00
5	Tents	\$3,500.00	\$10,000.00			\$13,500.00
6	Tables	\$500.00				\$500.00
7	Chairs	\$1,325.00				\$1,325.00
8	Portable Toilets	\$1,175.00				\$1,175.00
9	Supplies	\$3,000.00	\$3,000.00			\$6,000.00
10	Storage Trailer				\$7,500.00	\$7,500.00
11	Wayfinding Signage	\$10,000.00	\$17,500.00			\$27,500.00
12	Volunteer Support (45 volunteers covering 355 hours x 26.79)			\$9,500.00	\$10.45	\$9,510.45
<b>TOTALS</b>		<b>\$50,000.00</b>	<b>\$40,500.00</b>	<b>\$9,500.00</b>	<b>\$7,510.45</b>	<b>\$107,510.45</b>
			<b>Total Match</b>	<b>\$50,000.00</b>		

## ATTACHMENT 1

### ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

City of Salisbury (hereinafter called "**Grantee**"), having its principal address at 125 N Division Street, Salisbury, MD 21801.

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "**Acts**"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Article 49B of the Annotated Code of Maryland, as amended, which establishes the Maryland Human Relations Commission and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHAA shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

I. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

J. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHAA. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

GRANTEE: **CITY OF SALISBURY**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHAA. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

GRANTEE: **CITY OF SALISBURY**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



ORDINANCE NO. 2514

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND DEPARTMENT OF PLANNING FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$50,000, AUTHORIZING THE MAYOR TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE SALISBURY ARTS & ENTERTAINMENT DISTRICT, INC. AND APPROVING A BUDGET AMENDMENT TO THE FY 2019 GRANT FUND TO APPROPRIATE FUNDS FOR THE 2018 NATIONAL FOLK FESTIVAL.

WHEREAS, the Maryland Department Planning's Maryland Heritage Area Authority (MHAA) has a Non-Capital Grant program; and

WHEREAS, the purpose of the grant program is to provide targeted financial and technical assistance within Maryland's Heritage Areas to support heritage tourism; and

WHEREAS, the City of Salisbury has committed to hosting the 2018-2020 seasons of the National Folk Festival in order to celebrate our community's local heritage, culture, and art; and

WHEREAS, the City of Salisbury submitted a grant application for funding to the MHAA Grant Program to support the 2018 National Folk Festival; and

WHEREAS, the Maryland Department of Planning's MHAA has awarded the City funds in the amount of \$50,000; and

WHEREAS, all funds shall be used to fund necessary equipment and supplies for the Maryland Traditions Folklife Area and the Family Area of the 2018 National Folk Festival; and

WHEREAS, the City of Salisbury has designated the Salisbury Arts & Entertainment District, Inc. as its financial agency for the 2018-2020 National Folk Festivals; and

WHEREAS, the City of Salisbury is sub-granting the awarded \$50,000 to the Salisbury Arts & Entertainment District, Inc.; and

WHEREAS, the City of Salisbury must enter into a sub-recipient agreement with the Salisbury Arts & Entertainment District, Inc. defining how these funds must be expended; and

WHEREAS, § 7-29 of the Salisbury City Charter forbids contracts requiring an expenditure in excess of the amount appropriated for that general classification or expenditure, and forbids any office, department, or agency from expending funds not appropriated; 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 Council of the City of Salisbury, Maryland, hereby authorizes Mayor Jacob R. Day to enter into a grant agreement with the Maryland Department of Planning for acceptance of these funds; and

BE IT FURTHER ORDAINED that the Council of the City of Salisbury, Maryland hereby authorizes Mayor Day to negotiate and enter into a sub-recipient agreement with the Salisbury Arts & Entertainment District, Inc. for the purpose of expending these funds; and

BE IT FURTHER ORDAINED that the City's Fiscal Year 2019 Grant Fund Budget is hereby amended as follows:

- 1) Increase FY19 MHAA - NFF Grant Revenue account (10500-425701-XXXXX) by \$50,000

1           2)       Increase Sub-Recipient – SBY Arts & Entertainment District, Inc. account (10500-569301-  
2           XXXXX) by \$50,000; and  
3

4           BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final  
5 passage.  
6

7           THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury  
8 held on this \_\_\_\_ day of \_\_\_\_\_ 2018, and thereafter, a statement of the substance of the Ordinance  
9 having been published as required by law, was finally passed by the Council on the \_\_\_\_ day of \_\_\_\_\_,  
10 2018.  
11

12  
13 **ATTEST:**

14  
15 \_\_\_\_\_  
16 Kimberly R. Nichols, City Clerk

17 \_\_\_\_\_  
18 John R. Heath, President  
19 Salisbury City Council

20 APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2018.  
21  
22  
23

24 \_\_\_\_\_  
25 Jacob R. Day, Mayor  
26