



## CITY OF SALISBURY CITY COUNCIL AGENDA

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**March 25, 2019**

**Government Office Building**

**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

6:02 p.m. CITY INVOCATION – Pastor Julie Lewis, Rockawalkin United Methodist Church

6:04 p.m. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

6:05 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:06 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols

- **February 4, 2019** Closed Session Minutes (in separate envelope)
- **February 11, 2019** Regular Meeting Minutes
- **February 19, 2019** Special Meeting Minutes
- **February 19, 2019** Work Session Minutes
- **February 25, 2019** Regular Meeting Minutes
- **March 4, 2019** Work Session Minutes

6:10 p.m. AWARD OF BIDS – Procurement Director Jennifer Miller

- ITB 19-120 Newton Street Community Center Remodel
- Declaration of Surplus, Various Items – SPD and Field Operations

6:25 p.m. ORDINANCES – City Attorney Mark Tilghman

- **Ordinance No. 2530**- 2<sup>nd</sup> reading- authorizing the Mayor to enter into a contract with the United States Department of Commerce for the purpose of accepting grant funds in the amount of \$37,500, and approving a budget amendment to the FY 2019 Grant Fund to appropriate funds to for a Salisbury Port Feasibility Study
- **Ordinance No. 2531**- 2<sup>nd</sup> reading- authorizing the Mayor to enter into a contract with the Wicomico County Health Department for the purpose of accepting grant funds in the amount of \$20,934, and approving a budget amendment to the FY 2019 Grant Fund to appropriate funds to for the Housing First Program

- **Ordinance No. 2532**- 2<sup>nd</sup> reading- authorizing the Mayor to enter into a contract with the Carefirst Foundation for the purpose of accepting grant funds in the amount of \$75,000 and approving a budget amendment to the FY 2019 Grant Fund to appropriate funds for the Salisbury-Wicomico Integrated Firstcare Team
- **Ord. No. 2533**- 1<sup>st</sup> reading- to establish a Riverwalk Construction Reimbursement Program to promote and accelerate new commercial construction or expansion along the Riverwalk areas to encourage development in and near the Downtown area and districts tied to the Riverwalk
- **Ord. No. 2534**- 1<sup>st</sup> reading- approving a budget amendment of the FY19 General Fund Budget to appropriate funds received from Witmer Public safety group from the sale of handguns to be used to repair the moisture barrier along the foundation of the Salisbury Police Department
- **Ord. No. 2535**- 1<sup>st</sup> reading- approving an amendment of the FY19 Budget to appropriate funds for street resurfacing and concrete repair

6:45 p.m. PUBLIC COMMENTS

6:50 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- April 8, 2019**

- Res. No. \_\_- approving Enterprise Zone eligibility for APPI Energy
- Res. No. \_\_- approving Enterprise Zone eligibility for 112 E Market Street LLC
- Res. No. 2914- PUBLIC HEARING- Boundary adjustment for 1410 West Road
- Res. No. 2927 & 2928 PUBLIC HEARING- PennTex II Annexation & Annexation Plan
- Ord. No. 2533- 2<sup>nd</sup> reading- to establish a Riverwalk Construction Reimbursement Program to promote and accelerate new commercial construction or expansion along the Riverwalk areas to encourage development in and near the Downtown area and districts tied to the Riverwalk
- Ord. No. 2534- 2<sup>nd</sup> reading- approving a budget amendment of the FY19 General Fund Budget to appropriate funds received from Witmer Public safety group from the sale of handguns to be used to repair the moisture barrier along the foundation of the Salisbury Police Department
- Ord. No. 2535- 2<sup>nd</sup> reading- approving an amendment of the FY19 Budget to appropriate funds for street resurfacing and concrete repair

1 **CITY OF SALISBURY, MARYLAND**

2  
3 **REGULAR MEETING**

**FEBRUARY 11, 2019**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 *Council President John “Jack” R. Heath*  
8 *Council Vice-President Muir Boda*  
9 *Councilwoman April Jackson*

*Mayor Jacob R. Day*  
*Councilwoman Angela M. Blake*

10  
11 **PUBLIC OFFICIALS NOT PRESENT**

12  
13 *Councilman James Ireton, Jr.*

14  
15 **IN ATTENDANCE**

16  
17 *City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Finance Director*  
18 *Keith Cordrey, Procurement Director Jennifer Miller, Infrastructure and Development Director*  
19 *Amanda Pollack, City Clerk Kim Nichols, City Attorney Mark Tilghman, and interested citizens.*  
20 \*\*\*\*\*

21 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

22  
23 *The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President*  
24 *John R. Heath called the meeting to order and invited Danny Pace, Pastor to Students, of Allen*  
25 *Memorial Baptist Church to the podium to provide the City Invocation, followed by the Pledge of*  
26 *Allegiance to the flag of the United States of America.*

27  
28 **PRESENTATIONS**

29  
30 *Random Acts of Kindness Week Proclamation*  
31 *Mayor Jacob R. Day invited the City’s Secretary of Kindness Grace Murdock forward to the*  
32 *podium to receive the proclamation to proclaim February 17-23, 2019 as Kindness Awareness*  
33 *Week in the City and encouraged all citizens to recognize the importance of being kind and to*  
34 *look for opportunities to perform random acts of kindness every day. On behalf of the City,*  
35 *Mayor Day declared support for a kinder world and World Kindness USA to encourage*  
36 *humanity to seek kinder options in all matters regardless of politics, race, religion, sexual*  
37 *preference, age or zip code.*

38  
39 *Mayor Day then presented a citation from Governor Hogan honoring the Salisbury community*  
40 *and Wicomico Grows Kindness for their efforts to promote Random Acts of Kindness Week,*  
41 *supporting public awareness and kindness activities for the success of the community.*

42  
43 *2019 Special Olympics Hero Challenge Truck Pull*

44 *Council President Heath invited Detective Jason M. Caputo and Sgt. Thomas R. Hitty to the*  
45 *podium to talk about the 2019 Maryland Special Olympics. They discussed the different events*  
46 *including Cops on the Rooftops, Cover the Cruiser, and the Truck Pull. The Truck Pull will be a*

47 larger event this year, as they will be bringing in three (3) local craft beer companies. Held on  
48 April 27, 2019 from 11:00 a.m. until 4:00 p.m., the event will be assisted by Laura Soper and  
49 Jamie Heater. The event generated approximately \$10,000 last year without the alcohol, and this  
50 year should generate \$12,000 to \$15,000. All proceeds go to the Lower Shore Special Olympics.

51

52 **ADOPTION OF LEGISLATIVE AGENDA**

53

54 Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous (3-0 vote, as Mr. Ireton  
55 was absent) to approve the legislative agenda.

56

57 **DISCUSSION OF VACANT COUNCIL POSITION**

58

59 Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to discuss the vacant  
60 council position.

61

62 President Heath explained the City Charter’s language concerning the vacancy left with former  
63 Councilman Rudasill’s resignation, and the procedure Council followed to interview and elect  
64 the new Council member.

65

66 President Heath called for a motion to elect the new Council member. Ms. Jackson moved to  
67 appoint Angela M. Blake to the Salisbury City Council to represent District 5, Mr. Boda  
68 seconded, and the vote was unanimous (3-0) to elect Ms. Angela M. Blake.

69

70 President Heath invited Ms. Blake and James “Bo” McAllister, Clerk of the Circuit Court, to the  
71 podium. Mr. McAllister then swore in new Council member Angela M. Blake. The signed Oath of  
72 Office is attached as part of these minutes.

73

74 Mr. Heath invited Ms. Blake to be seated at the Council table.

75

76 **CONSENT AGENDA** – presented by City Clerk Kim Nichols

77

78 The Consent Agenda, consisting of the following items, was unanimously approved (4-0 vote) on  
79 a motion and seconded by Ms. Jackson and Mr. Boda, respectively:

80

- **Resolution No. 2907**- approving the appointment of Amber Green to the Human Rights Advisory Committee for term ending February 2023
- **Resolution No. 2908**- approving the appointment of Michael Piorunski to the Parks and Recreation Committee for term ending February 2022

81

82 President Heath acknowledged and thanked Michael Piorunski (present in the audience) and  
83 Amber Green for volunteering on the City committees.

84

85 **AWARD OF BIDS** – presented by Director of Procurement Jennifer Miller

86

87 The Award of Bids, consisting of the following items, was unanimously approved (4-0 vote) on a  
88 motion by Mr. Boda and seconded by Ms. Jackson:

- 89 • *RFP 19-107 Engineering Services for Inflow and Infiltration Study* \$299,013.00
- 90 • *RFP 10-15, Change Order #7* \$ 60,000.00
- 91 • *RFP 19-109 “New Urban” Design Consultant* N/A

92

93 **RESOLUTIONS** – presented by City Administrator Julia Glanz

94

- 95 • **Resolution No. 2909**- approving amendments to the by-laws of the Salisbury Zoo Commission

96

97 *Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve Resolution No.*  
 98 *2909.*

99

- 100 • **Resolution No. 2910**- to purchase improved real property, located at 501 W. Isabella Street,  
 101 *from Usef Khaled Ansari for use by the Department of Field Operations*

102

103 *Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to approve Resolution No.*  
 104 *2910.*

105

- 106 • **Resolution No. 2911**- approving the extension of a moratorium for building permit fees, plan  
 107 *review fees, plumbing permit fees, mechanical permit fees, capacity fees, and central line fees for*  
 108 *single family owner occupied detached dwellings*

109

110 *Ms. Blake moved, Mr. Boda seconded, and the vote was unanimous (4-0) to approve Resolution*  
 111 *No. 2911.*

112

- 113 • **Resolution No. 2912**- providing a payment in lieu of taxes (PILOT) to the development of  
 114 *Pemberton Manor, LLC located at 1017 Fairground Drive, Salisbury, Maryland 21801*

115

116 *Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve Resolution No.*  
 117 *2912.*

118

- 119 • **Resolution No. 2913**- adopting a capital improvement plan for the five-year period FY 20- FY 24

120

121 *Ms. Blake moved, Mr. Boda moved, and the vote was unanimous to approve Resolution No.*  
 122 *2913.*

123

124 **ORDINANCE** – presented by City Attorney Mark Tilghman

125

- 126 • **Ordinance No. 2525**- 1<sup>st</sup> reading- approving an amendment of the FY 2019 General Fund  
 127 *Budget to appropriate funding for costs of billing real property taxes*

128

129 *Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous (4-0) to approve*  
 130 *Ordinance No. 2525 for first reading.*

131

132 **ADJOURNMENT**

133

134 *The Legislative Session adjourned at 6:44 p.m.*

CITY OF SALISBURY, MARYLAND  
CLOSED SESSION  
JANUARY 28, 2019

135  
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138  
139 *TIME & PLACE:* 7:45 p.m., Government Office Building – Room 301  
140 *PURPOSE:* To consider the acquisition of real property for a public purpose and matters  
141 directly related thereto; to consult with counsel to obtain legal advice on a  
142 legal matter; and to consult with staff, consultants, or other individuals about  
143 pending or potential litigation  
144 *VOTE TO CLOSE:* Unanimous (5-0)  
145 *CITATION:* Annotated Code of Maryland §3-305(b)(3)(7)(8)  
146 *PRESENT:* Council President John R. Heath, Mayor Jacob R. Day, Council Vice-  
147 President Muir Boda, Councilman James Ireton, Jr., Councilwoman April  
148 Jackson, Councilman R. Hardy Rudasill, City Administrator Julia Glanz,  
149 Deputy City Administrator Andy Kitzrow, Procurement Director Jennifer  
150 Miller, Department of Housing and Community Development Director  
151 Everett Howard, Anne Andrews, Noah Kroloff, Bill White, City Attorney  
152 Mark Tilghman, and City Clerk Kim Nichols

153 \*\*\*\*\*  
154 *The City Council convened in Legislative Session in Room 301 in the Government Office Building*  
155 *at 6:00 p.m. At 7:45 p.m., President Heath called for a motion to convene in Closed Session in*  
156 *accordance with the Annotated Code of Maryland §3-305(b)(3)(7)(8).*

157  
158 *Department of Housing and Community Development (DHCD) Director Everett Howard provided*  
159 *updates on the City’s acquisition of two properties and reported one of the properties – 610 Pearl*  
160 *Street, settled on January 25, 2019. Council directed Administration and Mr. Howard to proceed*  
161 *with the acquisition of the second property.*

162  
163 *Mayor Day reported on an agreement with a developer that would likely need to seek an extension*  
164 *of approximately two weeks. (Council did not give direction nor reach consensus on this topic, as it*  
165 *was provided for Council information only.)*

166  
167 *Council was presented with the options regarding a potential lawsuit and discussed issues*  
168 *surrounding similar lawsuits. No consensus was reached nor authorization given to Administration*  
169 *regarding the lawsuit, as Council would discuss the lawsuit in another Closed Session with City*  
170 *Attorney Mark Tilghman after he reviewed sample complaints.*

171  
172 *At 8:55 p.m. upon a motion and seconded by Mr. Ireton and Mr. Boda, respectively, and approved*  
173 *by unanimous vote in favor (5-0), the Closed Session adjourned.*

174  
175 *Council immediately convened in Open Session and President Heath reported that while in Closed*  
176 *Session Council received advice on a legal matter, received an update on a contract negotiation,*  
177 *and discussed the potential purchase of a piece of property.*

178  
179 *Thereafter, with no further business to discuss, the Open Session adjourned at 8:56 p.m.*  
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CITY OF SALISBURY, MARYLAND  
CLOSED SESSION  
FEBRUARY 4, 2019

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*TIME & PLACE:* 6:00 p.m., Government Office Building – Room 301  
*PURPOSE:* To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals;

*VOTE TO CLOSE:* Unanimous (4-0)

*CITATION:* Annotated Code of Maryland §3-305(b)(1)

*PRESENT:* Council President John “Jack” R. Heath, Mayor Jacob R. Day, Council Vice-President Muir Boda, Councilman James Ireton, Jr., Councilwoman April Jackson, City Attorney Mark Tilghman, and City Clerk Kim Nichols

\*\*\*\*\*  
The City Council convened in Work Session in Room 301 in the Government Office Building at 4:30 p.m. At 6:00 p.m., President Heath called for a motion to convene in Closed Session to discuss the appointment or assignment of a person(s) over whom the public body has jurisdiction as permitted under the Annotated Code of Maryland §3-305(b)(1). Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous (4-0) to convene in Closed Session.

Council conducted interviews of three candidates for the City Council – District 5 vacancy, as permitted by the City Charter to fill the position left vacant with the resignation of City Councilman R. Hardy Rudasill, which was effective January 31, 2019.

At 7:23 p.m. upon completion of the final interview, Council briefly discussed the candidates, conducted an election by secret ballot, and elected Ms. Angela Blake to fill the vacant position.

At 7:45 p.m., Mr. Boda moved, Mr. Ireton seconded, and the vote was unanimous (4-0) to adjourn the Closed Session.

Council immediately convened in Open Session and President Heath reported that while in Closed Session Council had interviewed candidates for the District 5 Council vacancy.

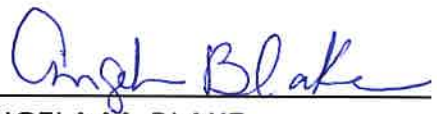
Thereafter, with no further business to discuss, the Open Session adjourned.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Council President

OATH OF OFFICE

I, ANGELA M. BLAKE, DO SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES, AND THAT I WILL BE FAITHFUL AND BEAR TRUE ALLEGIANCE TO THE STATE OF MARYLAND, AND SUPPORT THE CONSTITUTION AND LAWS THEREOF; AND THAT I WILL TO THE BEST OF MY SKILL AND JUDGMENT, DILIGENTLY AND FAITHFULLY, WITHOUT PARTIALITY OR PREJUDICE, EXECUTE THE OFFICE OF COUNCIL MEMBER FOR THE CITY OF SALISBURY ACCORDING TO THE CONSTITUTION AND LAWS OF THIS STATE.

  
ANGELA M. BLAKE

SUBSCRIBED AND SWORN TO BEFORE ME, CLERK OF THE CIRCUIT COURT FOR WICOMICO COUNTY, MARYLAND, THIS 11<sup>th</sup> DAY OF FEBRUARY, 2019.

  
JAMES "BO" MCALLISTER,  
CLERK OF CIRCUIT COURT



1 **CITY OF SALISBURY, MARYLAND**

2  
3 **SPECIAL MEETING**

**FEBRUARY 19, 2019**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 *Council President John “Jack” R. Heath*  
8 *Council Vice-President Muir Boda*  
9 *Councilman James Ireton, Jr.*

*Mayor Jacob R. Day (arrived 4:43 p.m.)*  
*Councilwoman Angela M. Blake*  
*Councilwoman April Jackson*

10  
11 **IN ATTENDANCE**

12  
13 *City Administrator Julia Glanz, City Clerk Kimberly Nichols, City Attorney Mark Tilghman, and*  
14 *interested citizens.*

15 \*\*\*\*\*  
16 *The City Council convened in a Special Meeting in Council Chambers on February 19, 2019 at*  
17 *4:30 p.m. President Heath called the meeting to order, followed by a moment of silence and the*  
18 *Pledge of Allegiance to the flag of the United States of America.*

19  
20 **ADOPTION OF LEGISLATIVE AGENDA**

21  
22 *Mr. Boda moved, Ms. Jackson seconded and the vote was unanimous (5-0) to approve the*  
23 *Special Meeting agenda as presented.*

24  
25 **ORDINANCE** – presented by City Attorney Mark Tilghman

- 26  
27 • **Ordinance No. 2508**- 2<sup>nd</sup> reading – approving an amendment of the FY 2019 General  
28 *Fund Budget to appropriate funding for costs of billing real property taxes*

29  
30 *Ms. Jackson moved and Mr. Ireton seconded to approve Ordinance No. 2508 for second*  
31 *reading.*

32  
33 *Comments received from Council included the following:*

- 34  
35 ➤ *It is unfortunate that this budget amendment has to take place and not to receive*  
36 *a service that, as County taxpayers in the City, pay for. It literally only costs the*  
37 *ink on the paper for the County to provide the billing. It may be more next year to*  
38 *finance as this budget amendment is only to prepare for the City billing, and this*  
39 *will be an on-going cost for City taxpayers.*  
40 ➤ *It has always been forgotten that Salisbury taxpayers are also County taxpayers*  
41 ➤ *Of the \$1.3 to \$1.8 million, that the County owes the City each year for the*  
42 *duplication of services, the City pays taxes to the County for nothing in return.*  
43 ➤ *Until the residents of Salisbury and the other small cities that receive the same*  
44 *bills (Delmar, Willards and Fruitland) rise up and say that we need a County*  
45 *leader who will treat us as one people instead of a people to be pitted against one*

46 *another such as City versus County, this is what we will get.*  
47 ➤ *The Chamber of Commerce did not stand up and say this is what they wanted the*  
48 *City and County to do in the 1970's - to combine these things.*  
49

50 *The motion failed with two votes in favor and three against. The “aye” votes were*  
51 *received from President Heath and Vice-President Boda, while those who voted “nay”*  
52 *were Mses. Blake and Jackson, and Mr. Ireton.*  
53

54 *Council discussed the following after the above noted vote was taken:*  
55

- 56 ➤ *The City has no one to do the tax billing now and will not be able to collect taxes.*  
57 *Would anyone like to reconsider the vote?*
- 58 ➤ *Respectfully asked Administration to renegotiate the settlement with the County.*
- 59 ➤ *This was already approved at Work Session and first reading by City Council,*  
60 *and negotiation already took place with the County.*
- 61 ➤ *Finance Director Cordrey and his team have worked with Munis to put this*  
62 *software in place to provide the service. It will be difficult if this does not pass.*
- 63 ➤ *It is sad that the City has come to this, but voting “no” will not impact the*  
64 *County, but the City residents.*
- 65 ➤ *Asked Mayor Day to speak out against the County about this.*
- 66 ➤ *It was clarified that the specifics of Ordinance No. 2508 were agreed upon*  
67 *already between the City and County, and the billing would not take place*  
68 *without this budget ordinance.*
- 69 ➤ *City Council has already agreed that this was not acceptable.*
- 70 ➤ *The City paid for these billing services, and are now not going to receive the*  
71 *services for no positive reason for the taxpayers.*
- 72 ➤ *Salisbury taxpayers are treated badly by County government as the only city in*  
73 *Maryland whose county is unwilling to negotiate on tax differential.*  
74

75 *Following the discussion, President Heath then announced he would take another vote,*  
76 *this time by roll call. The vote was as follows: Councilwoman Jackson – YES; Council*  
77 *Vice-President Boda – YES; Councilwoman Blake – YES; Council President Heath –*  
78 *YES; Councilman Ireton – NO.*  
79

80 *Ordinance No. 2508 for second reading passed on a 4-1 vote.*  
81

82 *With no further business to discuss, the Special Meeting adjourned at 4:48 p.m., and the*  
83 *regularly scheduled Work Session immediately followed.*  
84

85 \_\_\_\_\_  
86 *City Clerk*

87 \_\_\_\_\_  
88 *Council President*

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CITY OF SALISBURY  
WORK SESSION  
FEBRUARY 19, 2019

Public Officials Present

Council President John R. “Jack” Heath                      Mayor Jacob R. Day  
Council Vice President Muir Boda                              Councilwoman Angela M. Blake  
Councilman James Ireton, Jr.                                      Councilwoman April Jackson

In Attendance

City Administrator Julia Glanz, Fire Chief John Tull, Deputy Fire Chief James Gladwell, Department of Infrastructure and Development (DID) Director Amanda Pollack, Building Official William Holland, City Clerk Kim Nichols, City Attorney Mark Tilghman, interested citizens and members of the press.

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On February 19, 2019 Salisbury City Council convened in a Special Meeting at 4:30 p.m.in Council Chambers, Room 301 of the Government Office Building. The regularly scheduled Work Session was held immediately following the adjournment at 4:47 p.m. of the Special Meeting. The following is a synopsis of the topics discussed in the Work Session.

**Salisbury Police Department budget amendment to use insurance funds to purchase new CID vehicle**

City Administrator Julia Glanz reported that a Police vehicle was involved in a motor vehicle accident (not deemed a total loss, but insurance paid \$8,461 towards the repairs) and another was involved in a flooding incident and deemed a total loss (insurance paid \$25,800). The Police Department wished to use the proceeds from the insurance adjustment towards the purchase of a new CID vehicle (an SUV). By purchasing the vehicle, there will be a vehicle removed from the CIP. There were sufficient funds in the budget to fund the remainder of the cost of the new SUV.

Council reached unanimous consensus to advance the purchase to legislative agenda.

**SWIFT (Salisbury-Wicomico Integrated Firstcare Team)Year in Review**

Fire Chief John Tull, PRMC Director of Community Health Initiatives Stephanie Elliott, PRMC VP of Population Health Kathryn Fiddler, and PRMC SWIFT Nurse Practitioner Tammy Walbert joined Council. Chief Tull presented a video, “Bringing Healthcare Directly To Your Home” which showed how SWIFT was helping the citizens within the Salisbury Fire District.

The guest speakers discussed the history of mobile integrated health, how SWIFT works, goals and outcomes. One goal was to achieve 20% reduction in 9-1-1 calls by the identified patients, and there was a 40% reduction. Chief Tull said the group was awarded the NIMS Executive Director Award for Excellence in EMS because of the statewide-recognized program.

**Chapter 8.16 Revisions- Garbage, Yard Waste And Refuse**

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Sanitation Superintendent Ron Airey joined Council and reported on the following revisions to Chapter 8.16 – Garbage, Yard Waste and Refuse made since last discussed with City Council:

- A trashcan replacement policy was added, and there was no such policy before now. The determinant will be at the discretion of the Sanitation Superintendent.
- High Density was defined as a multi-unit complex where trash is disposed of by residents in a common area.
- The City will not do bulk item disposal in multi-unit complexes, but will help coordinate with the managing authority of these complexes. Any bulk item disposed at a multi-unit complex is the managing authority’s responsibility. This policy was unchanged.
- For yard waste, a resident had to call into Field Operations by 6:00 a.m. Monday morning. This placed an undue burden on the employees coming into work at 8:00 a.m. and retrieve messages left all weekend, place them on a spreadsheet, and send sanitation on a second run. The new policy requires residents to call by 12:00 noon on Friday.
- All fabric household bulk items must be wrapped and sealed in plastic.

Ms. Glanz noted on Line 94 that “City” should be capitalized and on Line 109, “City” Service Center should be capitalized.

Council reached unanimous consensus (4-0, as Councilman Ireton departed the meeting) to advance the legislation to legislative agenda.

**Salisbury University (SU)/Court Plaza Annexation**

DID Director Amanda Pollack was joined by Eric Berkheimer (SU Associate Vice-President of Facilities and Capital Management), Jeff Harmon (Civil Engineer with Becker Morgan Group), Tom Ziegenfust (principle and architect with Design Collector), Jason Taylor (Managing Director with Greystar Development Group, developer of the project), and Michael Sullivan (the City’s annexation consultant) at the table to discuss the SU/Court Plaza Annexation.

Mr. Ziegenfust described the mixed-use development in the Court Plaza area located at the Court Plaza site and bound by Court Plaza Lane, Kay Avenue, South Salisbury Boulevard, and Pine Bluff. He reported it would contain a student housing project for roughly 776 students (about 606 are replacement beds, so there would be 142 new beds). One of the driving forces for the design was to examine the different population types to integrate a real campus esthetic and gateway along Salisbury Boulevard and Kay Avenue to create a connection to the campus. Wesley Drive will be improved with a series of sidewalks, lighting and streetscape to connect back to the campus. He discussed the freshman project with suite-style design and the large courtyard space that will open up to create a gateway component and community gathering space. Ground floor amenity use will create active pedestrian uses. State Highway requested a traffic impact study, but they did not expect an increase in traffic, and likely a decrease would result because of going from retail use to more student-centered use. The proposed buildings will replace three buildings on the SU campus – Chesapeake Hall, St. Martin Hall, and Dogwood Village.

Questions asked by Council included:

- 91
- 92 • What is the reduction of impervious surfaces? (Number is not calculated yet, but it is
- 93 definitely a reduction)
- 94 • How many stories is the tallest building? (Answer – 5)
- 95 • Asked to clarify “replacement beds” versus “additional beds”.
- 96 • Asked for the utilization of the existing housing developments (University Orchard, The
- 97 Gathering, etc.) (Answer – They are owned by third party developers and market towards
- 98 juniors and seniors who want to move away from campus but remain close by)
- 99 • Discussed the low vacancy in the rental housing market and the continued pressure for
- 100 new construction of apartments in and around Salisbury.
- 101 • In the parking plan, will spaces be created for bike parking? (Answer - Yes, biking and
- 102 pedestrian access to campus will be promoted.)
- 103 • Who is the property owner of this development property – SU or Greystar? (Answer –
- 104 The property is owned by the SU Foundation, so it is not a State-owned property.)
- 105 • Will this development be similar to Seagull Square? (Answer – Yes, it will be similar.)
- 106 • Have you considered not having any parking spots at all on Court Plaza Lane? Is it
- 107 currently a County street, and will it remain a County street? (Answer – Right now, it is a
- 108 private street. They have discussed some traffic calming measures there.)
- 109 • Will the lighting match the rest of campus? (Answer – Yes) What about Camden
- 110 Avenue? (Camden Avenue is right now not included in this annexation, and are
- 111 contiguous to City limits on Rt. 13. They plan to pursue it in the future.)
- 112 • Cameras will be standard to the buildings, parking and common areas. Safety is priority.
- 113

114 Council reached unanimous consensus to advance the project forward to the Planning

115 Commission for zoning and density.

116

### **City Boundary Adjustment for 1410 West Road**

117

118

119 Ms. Pollack was joined by Building Official Bill Holland. Mr. Holland reported the reason for

120 the request to adjust the boundary was that back in October 2006 the City passed a resolution to

121 annex the Sassafras Meadows development. Inadvertently, the boundary lines went through the

122 middle of 1410 West Road, and this was unknown until it was sold last year to Mr. Ken Smith.

123 The process has to be the same as an annexation, except it does not have to go before the

124 Planning Commission, but will have to be forwarded to the State Planning. Mr. Holland said the

125 next step would be to introduce the resolution and to set the public hearing date.

126

127 Council reached unanimous consensus to advance the resolution to legislative session.

128

### **Chesapeake Bay Trust Cooperative Agreement**

129

130

131 Ms. Pollack invited Tom Leigh from the Chesapeake Bay Foundation and Sadie Drescher from

132 the Chesapeake Bay Trust to join her to discuss the agreement. She explained that Salisbury, as

133 part of a coalition with five other jurisdictions (Cambridge, Easton, Oxford, Queen Anne’s

134 County, and Talbot County) went together on a grant and was awarded a National Fish and

135 Wildlife Federation Grant in early 2018. Funding was also provided by Maryland Department of

136 the Environment. Initially part of the Healthy Waters Roundtable, the group broke off as a

137 subsection to hire a circuit rider to help with stormwater needs such as grant writing,  
138 procurement, and training opportunities. This tool will support staff to be able to implement less  
139 traditional projects. One of the benefits is that Chesapeake Bay Trust will be able to reach  
140 organizations that the City may have a harder time reaching such as HOA, churches, and  
141 different groups not necessarily their number one target at the time. In the proposed agreement,  
142 the City would establish the amount placed into a grant fund each year on the budget cycle. The  
143 request for next year will be \$50,000.

144  
145 Ms. Drescher reported on the MOU in the City’s contract with the Trust for five years. Each year  
146 the Trust would be instructed on what the City wanted to allot, and would never support a project  
147 the City was not 100% behind. All the applications will go through a review process to ensure  
148 absolute transparency. The Trust takes care of the selection process and delivers the results. Ms.  
149 Pollack told Council the City’s stormwater utility language gave the City the opportunity to  
150 provide grants such as this.

151  
152 Council discussion included:

- 153
- 154 • Asked Ms. Drescher to explain the roles the Trust takes in HOAs. She described some of
- 155 the projects they did including building rain gardens to alleviate standing water, holding
- 156 training or workshops on rain barrels and using less salt during snowstorms.
- 157 • Asked how often the group met (Answer - Quarterly or more often if needed.)
- 158 • What is the term of the MOU? (Answer – July 1, 2019 through June 30, 2024)

159  
160 Mayor Day told Ms. Blake that her neighborhood HOA was the perfect candidate for such  
161 funding. (They briefly discussed the flooding at her neighborhood- Stonegate)

162  
163 Council reached unanimous consensus to advance the resolution to legislative agenda.

164  
165 **Riverwalk Construction Reimbursement Program**

166  
167 Ms. Pollack reported that the program would help development along the Riverwalk to target the  
168 downtown area, Central Business District, and where designated in the ordinance the City wants  
169 the Riverwalk to go, including the North Prong. The program would partially reimburse  
170 construction funds to those developers who are building the Riverwalk for public use. Eligible  
171 construction costs include the bulkhead, Riverwalk, bulkhead repairs, and other costs associated  
172 with the Riverwalk itself, such as backfill. Lighting, landscaping and signage are not included.

173  
174 Ms. Pollack said input on the program was received from the City Finance Director and the City  
175 Attorney. By resolution, Council will approve each individual reimbursement, similar to capacity  
176 fee waiver approvals. Applicants must apply based on very specific criteria. Eligible costs are  
177 75% of the overall qualifying costs, and reimbursements (on finished products) are on an annual  
178 basis over a maximum of 20 years, capped at an amount equal to or less than the sum total of  
179 90% of the incremental increase in City property taxes due. President Heath asked how the  
180 reimbursement would work if the property sold, and after a brief discussion, Mr. Tilghman was  
181 asked to conduct research and the discussion would be returned to Work Session at that time.

182

183 **County Budget Amendment**

184

185 Ms. Glanz reported the City had discussions with Wicomico County regarding the expenses for  
186 the GOB. The agreement reached included issues of ESG and payments, the chiller, and facts  
187 City Finance Director Cordrey found out about an old lagoon at the City's Waste Water  
188 Treatment Plant. The City was unable to convince the County to continue billing the City's  
189 taxes, and was unsuccessful in spreading the payments out. They reached the agreement for the  
190 City to pay the entire amount in one year and the City would be named half owner of the \$4.5 to  
191 \$5 million building. The amount of the budget amendment represents ½ of the chiller, but is  
192 substantially less than ½ of the ESG payments. Once the funds are committed, the County will  
193 convey the GOB.

194

195 Council reached unanimous consensus to advance the legislation to legislative agenda.

196

197 **Adjournment**

198

199 With nothing further to discuss, the Work Session adjourned at 6:37 p.m.

200

201

202 \_\_\_\_\_  
City Clerk

203

204

205 \_\_\_\_\_  
Council President

1 **CITY OF SALISBURY, MARYLAND**

2  
3 **REGULAR MEETING**

**FEBRUARY 25, 2019**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 Council President John “Jack” R. Heath Mayor Jacob R. Day  
8 Councilwoman Angela M. Blake Councilman James Ireton, Jr.  
9 Councilwoman April Jackson

10  
11 **PUBLIC OFFICIALS NOT PRESENT**

12  
13 Vice-President Muir Boda

14  
15 **IN ATTENDANCE**

16  
17 Deputy City Administrator Andy Kitzrow, Police Chief Barbara Duncan, Business Development  
18 Director Laura Soper, Sanitation Superintendent Ron Airey, City Clerk Kim Nichols, City  
19 Attorney Mark Tilghman, and interested citizens.

20 \*\*\*\*\*

21 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

22  
23 The City Council met in regular session at 6:00 p.m. in Council Chambers. Council President  
24 John R. Heath called the meeting to order and invited Pastor John Kalfayan of Crossroads  
25 Church of God to the podium to provide the City Invocation, followed by the Pledge of  
26 Allegiance to the flag of the United States of America.

27  
28 **ADOPTION OF LEGISLATIVE AGENDA**

29  
30 Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous (4-0 vote, as Vice-  
31 President Boda was absent) to approve the legislative agenda.

32  
33 **CONSENT AGENDA** – presented by City Clerk Kim Nichols

34  
35 The Consent Agenda, consisting of the following items, was unanimously approved (4-0 vote) on  
36 a motion and seconded by Ms. Blake and Mr. Ireton, respectively:

- 37
- **January 7, 2019** Work Session Minutes
  - **January 7, 2019** Closed Session Minutes
  - **January 14, 2019** Regular Meeting Minutes
  - **January 14, 2019** Work Session Minutes
  - **Resolution No. 2915**- approving the appointment of Suzanah Cain to the Youth Development Advisory Committee for term ending February 2022
  - **Resolution No. 2916**- declaring that BKR Holdings LLC is eligible to receive Enterprise Zone benefits for property located at 235 W Main Street, Salisbury, MD
  - **Resolution No. 2917**- declaring that Elite Construction LLC is eligible to receive



Enterprise Zone benefits in connection with its business located at 107 Williamsport Circle, Salisbury, MD

- **Resolution No. 2918**- declaring that SBY Development Group LLC is eligible to receive Enterprise Zone benefits for property located at 213 W Main Street, Salisbury, MD

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**ORDINANCES** – presented by City Attorney Mark Tilghman

- **Ordinance No. 2526**- 1<sup>st</sup> reading- approving an amendment of the FY19 Budget to appropriate funds for surveying equipment

Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2526 for first reading.

- **Ordinance No. 2527**- 1<sup>st</sup> reading- approving a budget amendment of the FY19 General Fund Budget to appropriate insurance proceeds received in FY19 to aid in the purchase of a new vehicle for the police fleet

Mr. Ireton moved, Ms. Jackson seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2527 for first reading.

- **Ordinance No. 2528**- 1<sup>st</sup> reading- approving an amendment of the City’s FY 2019 General Fund Budget to appropriate funding of the City Government Office Building improvements

Ms. Jackson moved, Mr. Ireton seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2528 for first reading.

- **Ordinance No. 2529**- 1<sup>st</sup> reading- to amend the Salisbury Municipal Code Chapter 8.16 – Garbage, Yard Waste and Refuse, Subsections .010, .020(D)(F), .060, .090(C), and .100(B)(C), to better define Yard Waste, to better define Bulk Collection Services for high density residential units, to update the collection rules and regulations, to add a new can replacement policy and to add corrugated cardboard to recycling

Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2529 for first reading.

**ADJOURNMENT**

Councilman Ireton wished Vice-President Boda a speedy recovery from surgery. Councilwoman Jackson hoped everyone in the City and County learned something this month about Black History to continue to live the legacies of our ancestors and leaders.

With no further business to discuss, the meeting was adjourned at 6:20 p.m.

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City Clerk

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Council President

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CITY OF SALISBURY  
WORK SESSION  
MARCH 4, 2019

Public Officials Present

Council President John R. “Jack” Heath            Mayor Jacob R. Day  
Vice President Muir Boda (teleconferenced)    Councilwoman Angela M. Blake  
Councilman James Ireton, Jr.                      Councilwoman April Jackson

In Attendance

City Administrator Julia Glanz, Department of Infrastructure and Development (DID) Director Amanda Pollack, Building Official William Holland, City Clerk Kim Nichols, City Attorney Mark Tilghman, interested citizens and members of the press.

-----  
On March 4, 2019 Salisbury City Council convened in Work Session at 4:30 p.m. in Council Chambers, Room 301 of the Government Office Building. The following is a synopsis of the topics discussed in the Work Session.

**Capacity Fee Waiver- 130 and 132 E. Main Street**

DID Director Amanda Pollack reported the City recently granted a capacity fee waiver for 132 E. Main Street. The project has now grown and the owners have acquired 130 E. Main Street. This request is to waive the capacity fees for the new portion of the project. She reported this was part of the EDU incentive area where the City had a bank of 300 EDUs from Linens of the Week. To date, 109 EDUS have been allocated, and this incentive area is good until September 23, 2023. The original waiver was for 25.66 EDUs, passed in November 2018. The developer has asked for an additional 31.18 EDUs to complete the project. The value of the current request is \$110,158. If this is approved, the City will have waived 56.84 EDUs, valued at \$200,815. The EDUs are available and this complies with all the requirements of the EDU incentive area.

Mayor Day said this project has been very fast moving and they have stuck with the timeline. Ms. Pollack said the developers have gone back through the Board of Zoning Appeals and the Historic District Commission, and are due to go back through the Planning Commission.

Michael Sullivan, Counsel for First Move Properties, LLC said that before submitting the site plan for approval and request for Special Exception from Board of Zoning Appeals, the developer had to first purchase 130 E. Main Street, and did so in January 2019. Applications for site plan approval were then submitted for 130-132 E. Main Street on January 17, 2019 and were on the Planning Commission agenda for March 21, 2019. They will request special exceptions from the Board of Zoning Appeals on April 4, 2019 to increase the building height and density. A subdivision plat will be submitted for re-subdivision to turn 130-132 E. Main Street into one parcel. The project timeline remains committed to being opened by August 2020.

President Heath asked that the total number of EDUs to be waived be separated out and noted separately in the resolution.

45  
46 Council reached unanimous consensus to advance the capacity fee waiver to legislative agenda.  
47

48 **Capacity Fee Waiver- 100 E. Main Street, Suite 111**  
49

50 Ms. Pollack reported on the capacity fee waiver request for 100 E. Main Street, Suite 111, which  
51 will be a restaurant and bar. The renovation is for 14 EDUs (equivalent to \$49,462.00) and the  
52 project complies with all of the necessary requirements for the EDU incentive area. If both  
53 requests are approved, Ms. Pollack said 154 EDUs would be used to date, and the City would be  
54 a small amount more than ½ way through the incentive area.  
55

56 Council reached unanimous consensus to advance the capacity fee waiver to legislative agenda.  
57

58 **1305 S. Division Street Annexation**  
59

60 Building Official William Holland reported the City received an annexation petition for 1305 S.  
61 Division Street due to a failing septic. There are approximately ten small businesses located on  
62 the property located at the former “Skate Land” building including Mitchells Martial Arts, a  
63 barbershop, custom tailoring, Delmarva Mediterranean Market, and The Cake Place. The next  
64 step will be to take it to the Planning Commission to get the property rezoned. Mr. Holland said  
65 there would be site improvements once the property is annexed.  
66

67 Council reached unanimous consensus to advance the annexation to the Planning Commission.  
68

69 **Motion to Convene in Closed Session**  
70

71 At 4:50 p.m., President Heath called for a motion to convene in Closed Session. Ms. Jackson  
72 moved, Ms. Blake seconded and the vote was unanimous (4-0) to convene in Closed Session.  
73 Vice-President Boda disconnected his teleconferenced call with the Council.  
74

75 **Motion to Adjourn Closed Session, Reconvene in Open Session, Open Discussion**  
76

77 At 5:45 p.m., Mr. Ireton moved, Ms. Jackson seconded and the vote was unanimous (4-0) to end  
78 the Closed Session. Council immediately convened in Open Session whereby President Heath  
79 reported that Council had met in Closed Session to receive an update on a legal matter and a  
80 proposed development and to discuss the negotiating strategy related to such.  
81

82 Mayor Day asked to place on an upcoming Work Session the discussion of timely sidewalk  
83 repairs on City sidewalks by utility companies.  
84

85 With nothing further to discuss, the Work Session adjourned at 6:37 p.m.  
86

87 \_\_\_\_\_  
88 City Clerk  
89

90 \_\_\_\_\_  
91 Council President

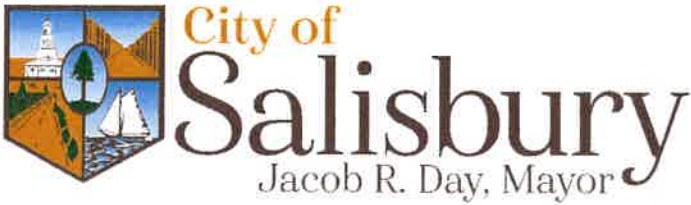


City of  
**Salisbury**  
Jacob R. Day, Mayor

**COUNCIL AGENDA – Award of Bids**

**March 25, 2019**

- |   |              |
|---|--------------|
| 1. ITB 19-120<br>Newton Street Community Center Remodel               | \$355,169.00 |
| 2. Declaration of Surplus<br>Various Items – SPD and Field Operations | \$ 0.00      |



**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** March 25, 2019  
**Subject:** Award of Bid  
ITB 19-120 Newton Street Community Center Remodel

The Department of Procurement received a request from the Department of Infrastructure and Development to solicit bids for qualified and experienced contractors to provide all labor, equipment, materials and incidentals for renovating and upgrading the planned Community Center building at 306 Newton Street. The purpose of this work is to provide a Code Compliant, ADA accessible, environmentally safe teaching space for various community activities.

The City followed standard bidding practices by advertising in the Daily Times, posting the solicitation on the City of Salisbury's Procurement Portal, notifying the City's bidder list, and advertising on the State of Maryland's website, eMaryland Marketplace. Three (3) vendors submitted a bid by the due date and time of February 19, at 2:30 p.m., with Ocean Tower Construction, LLC, submitting the lowest responsible and responsive bid:

Vendor	Base Bid	Alternate Items 108 & 109	Grand Total
Ocean Tower Construction, LLC	\$349,019.00	\$6,150.00	\$355,169.00
Apex Business Solutions, LLC	\$415,000.00	\$16,240.00	\$431,240.00
J&L Services, Inc.	\$544,431.75	\$19,850.40	\$564,282.15

The Department of Procurement hereby requests Council's approval to award Contract ITB 19-120 to Ocean Tower Construction, LLC, in the amount of \$355,169.00. Funding is available in the Community Center project account 98117-513026-48029.

---

Department of Procurement  
125 N Division St., #104 Salisbury, MD 21801  
410-548-3190 (fax) 410-548-3192  
[www.salisbury.md](http://www.salisbury.md)



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

To: Jennifer Miller, Director of Procurement  
 From: Amanda H. Pollack, Director of Infrastructure & Development *AP*  
 Date: March 6, 2019  
 Re: Contract ITB 19-120 – Award of Bids for 306 Newtown Street Community Center Construction

The Department of Infrastructure and Development recently advertised a bid for the 306 Newton St. Community Center Construction/remodeling. The remodel includes construction of a weather tight energy efficient building envelope, program space for the 1st and 2nd floor and an ADA compliant 1st floor. The 1st floor finishes will include a commercial grade kitchen, large gathering space, restroom, and office. The 2nd floor finishes will include four (4) classrooms, lab area, and two (2) restrooms.

Bids were opened on Tuesday, February 19, 2019 at 2:30 PM. for Contract ITB 19-120. Three (3) responses to this contract were received, as summarized below:

Company	Base Bid	Alternate 108	Alternate 109	Total Bid
Ocean Tower Construction, LLC	\$349,019.00	\$2,625.00	\$3,525.00	\$355,169.00
Apex Business Solutions, LLC	\$415,000.00	\$8,120.00	\$8,120.00	\$431,240.00
J&L Services, Inc.	\$544,431.75	\$6,215.30	\$13,635.00	\$564,282.05

The Department of Infrastructure and Development reviewed the bids in accordance with the contract documents. Ocean Tower, LLC is the lowest responsive bidder. The Department of Infrastructure and Development called all references for Ocean Tower and each was complementary of the work performed and would hire the contractor again. The Department of Infrastructure and Development recommends awarding the contract to Ocean Tower Construction, LLC including the base bid plus both Alternates 108 (ADA Ramp 1) and 109 (ADA Ramp 2) for a total of \$355,169.00.

Please award the contract to Ocean Tower Construction LLC in the amount of \$355,169.00 for the work specified in the Invitation to Bid 19-120. Funds are available in account number 98117-513026-48029.

*Amanda H Pollack*

Amanda H. Pollack, P.E.  
 Director of Infrastructure & Development



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

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** March 25, 2019  
**Subject:** Declaration of Surplus

The Department of Procurement received requests to declare the following items as surplus:

- Salisbury Police Department – 23 bicycles
- Salisbury Police Department – Patrol Vehicle #1485
- Department of Field Operations – 1997 Ford Dump Truck with salt body

Memos detailing these items, their condition and method of disposal are attached. While not indicated, we intend to dispose of the 1997 Ford Dump Truck by utilizing a publicly-accessible auction service.

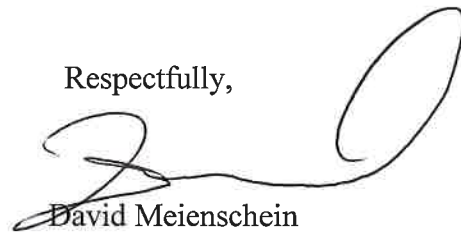
The Department of Procurement requests Council's approval to declare the noted items "surplus" and to allow the departments to dispose of as indicated.

March 4, 2019

To: Jennifer Miller  
From: Colonel David Meienschein  
Subject: Recommendation for Surplus of Bicycles

I am requesting that the attached list of bicycles be deemed surplus. These items will be donated to a local organization.

Respectfully,



David Meienschein  
Assistant Chief of Police





Police Department  
Salisbury, Maryland  
MEMORANDUM 020-19  
March 1, 2019

To: Colonel Meienschein  
Sgt. Elliott  
Purchasing Department

From: Teresa Tyndall  
Evidence & Property Control Specialist

Subject: Donation of Unclaimed Property-Bicycles

Attached is a list for 23 bicycles, from the Salisbury Police Department's Property Vault which were found, forfeited or unclaimed. These items will be donated with your approval, at the Salisbury City Council. All known owners of this property have been contacted either by mail or by phone and have made no attempt to claim this property.

These bicycles will be donated to the Wheelhouse Organization, per Chief Duncan.

Please review the list and advice if you have any questions.

Distribution

Chief of Police  
Administrative Commander  
Administrative Sergeant  
CALEA: 84.1.7

## SURPLUS BICYCLES FOR DONATION

Case #	Description	Serial #
2016-28046	Schwinn, Jaguar, Blue/Gray	SNFSD07E74409
2017-47740	Columbia, Cross Train, Multi Color	LDDM15K01231
2018-4463	Freestyle, Avigo, Child's, Blue, Green Trim	G1607126873
2018-9472	Pacific, Quasar, Green	C49J9454
2018-13176	Steamway, White	B181403282
2018-22735	Trek, Cruiser, Black	1B1-1310D1503808
1 of 2		
2018-22735	Huffy, Cruiser, White w/Black & Green Trim	SNFTF17
2 of 2		
2018-29980	Jamis Party Cruiser, Light Green	
2018-30464	Trek, Multitrack 7300, Blue w/Silver script	WTLD028818R
2018-30472	Hyper Havoc, Gray	TY17G4161
2018-30612	Schwinn, Purple	S1L14299
1 of 2		
20188-30612	Corp of America, Black, Red	GS171102679
2 of 2		
2018-34830	Kent, Terra, Silver	
2018-35553	Crestwood, OBX, Black	
1 of 2		
2018-35553	Giant, Neon Orange	
2 of 2		
2018-35695	Schwinn, Frontier, Mountain, Black/Green	
1 of 3		
2018-35695	Mongoose, Mountain, Black, Blue, Orange	
2 of 3		
2018-35695	Haro, Vector, Green	
3 of 3		
2018-36681	Trek, Black Spray painted	
2018-37684	Schwinn, Mozo, Blue, Purple	
1 of 2		
2018-37684	Trek, 800 Sport, Green	
2 of 2		
2018-39735	Schwinn, Frontier, Red	P9GF319553
2018-46824	Nishiki, Mountain, White	EY150206671



City of  
**Salisbury**  
Salisbury Police Department

DATE: February 21, 2019  
TO: Chief Barbara Duncan  
Chief of Police  
FROM: Patrick Guyer  
Quartermaster  
SUBJECT: SURPLUS VEHICLE 1485 – DESTROYED BY WATER IN FLOOD

The Salisbury Police Department is requesting that Patrol vehicle #1485 (2014 Chevrolet Caprice, VIN #6G3NS5U2XEL946852) be declared as surplus since it is no longer able to be put into service. I request permission to send the appropriate paperwork to the Purchasing Agent to declare, as surplus, one vehicle that is listed as totaled and will be salvaged by LGIT. An approximate value of this vehicle is \$30,800. This vehicle was stuck in approximately 3 feet of water during the heavy rain in October, causing major damage to the operating systems and equipment in this vehicle.

LGIT has declared this vehicle Totalled and it is no longer useable by the Salisbury Police Department. LGIT has already paid the city \$25,800 for this vehicle and will be taking this vehicle for salvage, once released.

Respectfully Submitted,

Patrick Guyer 1756  
Quartermaster  
Administrative Division

Approved:

Chief Barbara Duncan  
Chief of Police





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

**To:** Jennifer Miller, Director of Procurement  
**From:** Ben Baker, Operation and Maintenance Superintendent  
**Subject:** Surplus Vehicle  
**Date:** March 4, 2019

---

The Department of Field Operations recommends that the City declare the following vehicle and attachment as surplus. As required, Fleet Management performed a vehicle inspection and determined the truck is in poor condition and recommended replacement.

The truck and salt body listed below have served their useful life expectancy. Both were replaced in the FY19 budget.

ID No.	Description	Year	Make	Model	VIN No.	Miles/Hrs.
S-2	Dump Truck w/ Salt Body	1997	Ford	F800	1FDXF80C9V VA38080	67,494 Miles



GRANT     COOPERATIVE AGREEMENT

## FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER  
**01-69-14848; URI: 112861**

RECIPIENT NAME

PERIOD OF PERFORMANCE

**City of Salisbury**

**24 months from date of award**

STREET ADDRESS

FEDERAL SHARE OF COST

**125 N Division Street**

\$ **37,500**

CITY, STATE, ZIP CODE

RECIPIENT SHARE OF COST

**Salisbury, Maryland 21801-5030**

\$ **37,500**

AUTHORITY

TOTAL ESTIMATED COST

Public Works and Economic Development Act of 1965, as amended, (42 U.S.C. Section 3121, et. seq)

\$ **75,000**

CFDA NO. AND NAME

**11.307 Economic Adjustment Assistance Program**

PROJECT TITLE

**Salisbury Port Feasibility Study**

**This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.**

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (31 March 2017)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIAL AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.
- OTHER(S): Department of Commerce Financial Assistance Standard Terms and Conditions - 09 October 2018

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SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

DATE

**Linda A. Cruz-Carnall, Regional Director**



**12/12/18**

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE

**Thelonious Williams, Housing & Homelessness Manager**

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ORDINANCE NO. 2530

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE UNITED STATES DEPARTMENT OF COMMERCE FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$37,500, AND APPROVING A BUDGET AMENDMENT TO THE FY 2019 GRANT FUND TO APPROPRIATE FUNDS TO FOR A SALISBURY PORT FEASIBILITY STUDY.

WHEREAS, the United States Department of Commerce Economic Development Administration (EDA) has an Economic Adjustment Assistance Program; and

WHEREAS, the purpose of the grant program is to provide economically distressed communities and regions with comprehensive and flexible resources to address a wide variety of economic needs; and

WHEREAS, the City of Salisbury submitted a grant application for funding to the EDA to support the feasibility studies for a potential Salisbury port; and

WHEREAS, the EDA has awarded the City funds in the amount of \$37,500; and

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

WHEREAS, all funds shall be used to procure a contracted firm to conduct the aforementioned feasibility studies; 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 EDA for acceptance of 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 FY19 EDA – Port Feasibility Revenue account (10500-423120-XXXXX) by \$37,500
- 2) Increase FY19 EDA – Port Feasibility Expense account (10500-513400-XXXXX) by \$37,500

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

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THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 11<sup>th</sup> day of March 2019, 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 \_\_\_\_\_ 2019.

**ATTEST:**

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

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

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

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





**Public Health**  
Prevent. Promote. Protect.  
Wicomico County  
Health Department

# Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



## MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2019

### **Wicomico County Local Behavioral Health Authority (LBHA) and City of Salisbury Housing and Community Development Projects for Assistance in Transition from Homelessness (PATH)**

#### **Background**

The Wicomico County Health Department (WiCHD) received funding from Behavioral Health Administration for the **Project for Assistance in Transition from Homelessness (PATH, F823N)** to deliver PATH services.

#### **Agreement**

The following agreement entered into on this 3rd day of January, 2019, by and between the Wicomico County Local Behavioral Health Authority (LBHA) and City of Salisbury Housing and Community Development (CSHCD) regarding the provision of services to adults with severe mental illness. This includes the homeless population, individuals being release from incarceration, those leaving hospitalization, as well as, others in the community requiring intensive case management to remain in the community sets forth the following deliverables:

#### **I. WiCHD/LBHA will complete the following by 6/30/2019:**

1. LBHA shall conduct on-site reviews at least annually during this contract to assure that the vendor is providing the service according to the conditions stated in this MOU.
2. LBHA will meet bi-monthly or as needed with CSHCD regarding this MOU.
3. LBHA will review all financial requests for security deposit and past due rent and process payments.
4. LBHA will provide technical assistance, monitoring, guidance and support to CSHCD.
5. Submit for payment Contractor's invoice for \$20,129.00 once deliverables are completed, and report and invoice are received.

**II. Contractor will complete the following by 6/30/2019:** (same note as in section I)

1. CSHCD agrees to perform the services outlined in Attachment I, PATH Intended Use Plan. The scope of services may be amended by mutual agreement or to meet the Conditions of Award as established by the Mental Hygiene Administration.
2. CSHCD agrees to comply with the attached PATH Policies and Procedures outlined in Attachment II.
3. CSHCD agrees to complete the Quarterly Reports and Annual Progress Report according to the reporting schedule outlined in Attachment III. These reports will be submitted to LBHA. CSHCD shall also include data for the outcome goals identified in the Intended Use Plan.
4. CSHCD agrees to submit the PATH Invoice (Attachment IV) to the LBHA on a monthly basis. The monthly invoice shall include the indirect cost. Additionally, the invoice shall include the number of individuals outreached for the month and year to date, and the number of individuals enrolled for the month and year to date. Additionally, the invoice will document the staff hours for the month. For the LBHA site visit, the program will keep documentation of hours for review (e.g. log of hours and locations, copies of timesheets with a breakdown of time spent and locations for PATH in the comments section, etc.).
5. CSHCD agrees to work with the Homeless Alliance for the Lower Shore Continuum of Care Committee (HALS CoC) Homeless Management Information System (HMIS) Administrator and enter all required data into the HMIS program.
6. CSHCD agrees to complete the annual PATH application with input from the LBHA, by the due date established by LBHA.
7. CSHCD agrees to attend the quarterly state PATH meetings.
8. CSHCD agrees to meet monthly or as needed with LBHA regarding this MOU.
9. CSHCD agrees to provide outreach at least monthly to Homeless Shelters and Programs throughout Wicomico County (i.e. Christian Shelter, Life Crisis Center Shelter, Community Emergency Shelter Program and HALO).

- 10. CSHCD agrees to provide, during this grant cycle, Emergency Preparedness Plans addressing the Continuity of Operations Planning (COOP) for the agency within 6 months of the award to the LBHA and implement in response to a disaster.
- 11. Invoice WiCHD for \$20,129.00, addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD".

III. **The Contract Monitors for this agreement are:**

For the WiCHD

Jessica Taylor, Program Coordinator  
Wicomico County Local Behavioral Health Authority  
410-548-6981/Jessica.taylor@maryland.gov

For the Contractor

Christine Chestnutt, Homeless and Housing Manager  
City of Salisbury Housing and Community Development  
443-754-1119/cchestnutt@salisbury.md

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

Neither party to the Memorandum of Understanding shall be deemed the agent, servant, or employee of the other, nor shall this agreement be construed as a contract to procure goods or services under the laws of the State of Maryland.

This agreement will terminate on June 30, 2019 or by providing ten (10) days written notification by either party.

**Signatures**

The parties acknowledge their agreement by their signatures below:



\_\_\_\_\_  
Jacob Day, Mayor  
City of Salisbury

*Lori Brewster*

\_\_\_\_\_  
Lori Brewster, M.S., APRN/BC, LCADC  
Health Officer, Wicomico County Health Department

\_\_\_\_\_  
Date

*1/30/19*

\_\_\_\_\_  
Date

ATTACHMENT I

**Wicomico Behavioral Health Authority**

**Fed FY 2018 Projects for Assistance in Transition from Homelessness (PATH)**

**(State fiscal year 2018)**

**INTENDED USE PLAN**

1. **Local Provider Description**

***Provide a brief description of the provider by organization receiving PATH funds including name, type of organization, region served, and the amount of PATH funds the organization will receive.***

In Wicomico County PATH funds will be received and managed by the Wicomico County Local Behavioral Health Authority (LBHA). This organization is responsible for oversight of all public mental health funds for Wicomico County. The City of Salisbury Housing and Community Development is the provider to deliver PATH services to individuals with severe mental illness. This includes the homeless population, individuals being released from incarceration, those leaving hospitalization, as well as others in the community requiring intensive case management to remain in the community.

The LBHA serves the geographic area of Wicomico County located on the rural Eastern Shore of Maryland. According to U.S. Census Data the 2013 estimated population of the county was 100,896. The county's 377 square miles is largely comprised of farms, forests, and waterfront. The largest concentration of population resides in the City of Salisbury; also known as the "Hub of the Eastern Shore". With roughly 70% of the population residing outside Salisbury city limits, residents face numerous obstacles accessing services and establishing social networks. Along with these issues there is also the problem of transportation in a rural area with limited transit outside the city limits. The median household income in Wicomico County was approximately \$50,639. The percentage of residents with income below poverty level was 16.2%, which was well above the state average of those years of 9.4%. Major industries include educational, health and social services, manufacturing, retail trade, and construction. The rate of unemployment in Wicomico County in March 2013 was 8.7 according to the Bureau of Labor Statistics. The Wicomico County Board of Education reports 1295 homeless school age children as of May 22, 2013 required assistance. According to HMIS data from 7/1/14-6/30/15, 909 individuals utilized shelters and transitional houses in Wicomico County and were entered into the HMIS system. This data may not include all transitional houses in the county. Of those 6% identified themselves as chronically homeless and about 16.5% identified that they had a mental health disability.

The LBHA will receive \$20,129.00 in PATH funding. The \$20,129.00 will be used to partially fund (59%) the City of Salisbury Case Manager to conduct outreach and referral services to the homeless.

2. **Collaboration with HUD Continuum of Care Program**

***Describe the organization's participation in the HUD Continuum of Care Program and any other local planning, coordinating, or assessment activities. If you are not currently working with the CoC, briefly explain the approaches to be taken by the agency to collaborate with the local CoC.***

The CSHCD Housing & Homelessness Manager is a CoC co-chair, as well as serves on the CoC governance committee. The HALS CoC is a group comprised of multi-agency representatives, consumers, and family members of consumers which collaborate to address issues of the homeless population such as suitable housing; as well as the Cold Weather Emergency Shelter Program. Several PATH clients have been successfully linked with the Homeless Alliance of the Lower Shore as well as the Continuum of Care HUD program to obtain permanent supportive housing. CSHCD staff coordinates the Point In Time surveys within Wicomico County to identify those clients in need of suitable housing.

3. **Collaboration with Local Community Organizations**

The local organizations which provide key services to PATH-eligible clients are as follow: (1) Go-getter's Inc. is a psychiatric rehabilitation program, which serves chronically mental ill with general and intensive housing, a day program and respite. (2) Wicomico Department of Social Services provides food stamps, cash assistance and medical assistance as well as some rental assistance programs and emergency motel stays. (3) The Wicomico Health Department dual diagnosis program provides outpatient mental health and addictions services as well as referrals to long term care when necessary. (4) The Continuum of Care housing Program provides permanent housing by providing rental assistance and general case management. (5) Shore-Up provides heating/utility assistance and senior housing as well as the family support center to help families work towards their GED and learn parenting skills. (6) Division of Rehabilitation Services (DORS) provides vocational rehabilitation services to the Tri County area. (7) The Tri-County Alliance HUD program provides permanent housing with rental assistance. (8) Joseph House Village provides clothing, a soup kitchen, financial assistance, hotel assistance, drop in center for the homeless, day care and a long term shelter for women and families. (9) Salvation Army provides food assistance, prescription assistance, heating assistance, clothing, and some eviction assistance. (10) The Christian Shelter provides short-term emergency shelter. (11) Lower Shore Friends provides consumer support and advocacy, as well as transportation. (12)The LBHA/CSA has funds to assist individuals with mental health prescriptions, transportation, and many other special needs. (13) Hope and Life Outreach (HALO) is an organization that came from a local church with a mission to help those less fortunate. During the past 4 years they have taken over

the Cold Weather shelter for women and women with children in our area. They have also started HALO café that serves meals to the homeless and less fortunate population. They provide a day center for the homeless population allowing them a place to access community resources in one location and a place to be during the day when the local shelters make people leave. They have a Homeless on the Streets food program that takes meals to local camps for the homeless population. They are also assisting individuals with reading and English. (14) HOPE, Inc is a program that assists the homeless population in the community with any number of things. The biggest assistance the program provides at present is assistance in obtaining birth certificates and state identification cards. The program also has a small grant to assist with medication costs on a one-time basis. HOPE, Inc. also organizes the Community Emergency Shelter (CESP) yearly. There are also a few other providers of mental health and addictions services in the community that we work with.

#### 4. Service Provision

***Describe the organization's plan to provide coordinated and comprehensive services to eligible PATH clients.***

**Describe how the services to be provided using PATH funds will align with PATH goals to target street outreach and case management as priority services and maximize service the most vulnerable adults who are literally and chronically homeless.**

- a. The PATH outreach worker offers assistance to the local shelters on a regular basis and offers assistance to and outreach services at a local organization providing day services to the homeless population. The outreach worker also frequents the local peer support drop in center that sees a large population of homeless individuals with mental illness. The outreach worker also frequently visits established encampments throughout Wicomico County, as well as looks for new encampments, to get those most vulnerable connected to services. Because services are provided through our local case management program, linking clients to services is a priority. Many PATH eligible clients eventually become linked with the case management program.
- b. We also maintain a relationship with all agencies that serve this population and are frequently used as a contact for those agencies to provide to clients with resource information.

**Provide specific examples of how the agency maximizes use of PATH funds by leveraging use of other available funds for PATH client services.**

- c. The CSHCD program works with the LBHA to utilize any available funding in the community to serve PATH eligible individuals. Our staff is aware of many of the community resources available but being in a rural community those resources are limited making PATH outreach and funding assistance a crucial part of the community to help the mentally ill homeless population.

**Describe any gaps that exist in the current service systems**

- d. Gaps in current services continue to be transportation to rural areas and the lack of safe, affordable, adequate and supervised housing. Employment and medical services for the PATH eligible clients are lacking. Lack of choices for services in general and especially for the uninsured is another downfall in this area. Another gap in service is the lack of adequate facilities for short term shelters, especially for those mentally ill who are still using substances or not compliant with traditional mental health treatment. Lack of services to client with a criminal history is also a problem in getting them housed and employed. In addition to all of the other issues, our area has a major shortage of psychiatrists to serve the growing mental health population causing a wait time of up to a couple months to see a doctor for proper medication management.

**Provide a brief description of the current services available to clients who have both a serious mental illness and a substance use disorder.**

- e. The CSHCD has access to multiple dual-diagnosis specific programs for those with substance use and mental illness. We also have partnerships with other mental health providers that are expanding to provide dual diagnosis services. The local substance abuse inpatient provider is Hudson Health. Hudson Health will provide limited mental health services during inpatient stays. Most of the community services offered to the mentally ill are also available to the dually diagnosed, with the exception of those actively using, who are unable to access the local shelters. Case management will locate services, advocate for the clients, and follow them to ensure their success in the community. Due to services being limited in this area, CSHCD also has developed partnerships with other service providers, to best meet the need of the clients we serve.

**Describe how the local provider agency, pays for or otherwise supports evidenced-based practices, trainings for local PATH-funded staff, and trainings and activities to support collection of PATH data in HMIS**

- f. Staff is routinely encouraged to attend trainings to enhance their knowledge base. The agency covers the cost for staff to attend evidenced based trainings related to providing services to the homeless. When appropriate we can refer consumers to programs that are evidence based. Providers that have EBP services include Lower Shore Clinic's Family Psycho-education program and Assertive Community Treatment (ACT) Program, and Go-Getters, Inc. Supported Employment Program. Our HMIS administrator provides training on HMIS as new users are added and when updates are made. She is also available for one on one training when needed.

5. **Data**

***Describe the provider's status on HMIS migration and a plan, with accompanying timeline, to collect PATH data by 2019. If you are fully utilizing HMIS and PATH services, please describe plans for continued training and how you will support new staff.***

The HMIS System administrator has set up PATH based on the most recent PATH data elements and with the 3 PATH provider staff for the Lower Shore to ensure HMIS captured both service based and street outreach. HMIS trainings will be scheduled with the three lower shore PATH providers by May 15, 2019, to ensure that they are fully ready to enter PATH data by June 2019. The HMIS system administrator has conducted additional training during the last six months as new staffs were assigned PATH duties and will continue to monitor their progress to determine the need for any additional training. On a quarterly basis, data quality reports will be run by the HMIS System Administrator to determine the need for any additional training. Any new PATH staff will be given HMIS training to ensure they can enter PATH data into HMIS.

6. **SSI/SSDI Outreach, Access, Recovery (SOAR)**

***Describe the provider's plan to train PATH staff on SOAR. Indicate the number of PATH staff trained in SOAR during the grant year ended in 2017 (2017-2018), and the number of PATH funded consumers assisted through SOAR. If the provider does not use SOAR, describe the system used to improve accurate, timely completion of mainstream benefit applications and timely determination of eligibility. Also describe efforts used to train staff on this system. Indicate the number of staff trained, the number of PATH funded consumers assisted through this process, and application eligibility results.***

In 2018, our region lost the funding for a dedicated SOAR case manager to assist eligible PATH clients who receive social security benefits. After this change, the CoC lead agency assigned staff to perform SOAR lead activities to coordinate SOAR activities in our region, with assistance provided by the State Behavior Health Administration. CoC member agencies were informed of the change and the CoC solicited agencies to train appropriate staff in SOAR, to ensure that eligible individuals can still receive assistance in receiving much needed social security benefits. To date, staff from local health departments, mental health clinics, shelters and agencies serving veterans have been trained. This group meets monthly to conduct case conferencing which includes PATH case managers. An additional training is being organized locally so that other agencies can send staff to become SOAR trained. Once the CSHCD is able to hire a second case manager, they plan to send at least one employee to SOAR training, at the next occurring availability.



7. **Housing**

***Indicate what strategies are used for making suitable housing available for PATH clients (i.e., indicate the type of housing provided and the name of the agency).***

A strategy for making suitable housing available to PATH clients is challenging. With most consumers receiving limited income and rental rates higher than what can be afforded, housing options are slim. The CSHCD maintains a list of landlords with lower rental rates. The CSHCD also refers many clients to the Homeless Alliance of the Lower Shore and Continuum of Care Housing which are invaluable in assisting lower income individuals and families with severe mental illness with rental assistance and housing availability. These programs have landlords who are always willing to rent to the program. With Wicomico County being a small area, some consumers have “burnt bridges” which adds to the degree of difficulty in finding places to live. Advocating for clients or promoting linkage to other services sometimes makes landlords more receptive to give consumers a second chance.

8. **Staff Information**

***Describe the demographics of the staff serving the clients; how staff providing services to the population of focus will be sensitive to age, gender, disability, lesbian, gay, bisexual and transgender, racial/ethnic, and differences of clients; and the extent to which staff receive periodic training in cultural competence and health disparities. A strategy for addressing health disparities in use of the recently revised national Cultural and Linguistically Appropriate Services (CLAS) standards: (<http://www.ThinkCulturalHealth.hhs.gov>).***

In Wicomico County the population is predominantly Caucasian at approximately 69.5%. African-Americans make up about 24.9% of the population. The county also provides services to migrant workers with a strong Hispanic origin. The City of Salisbury’s Housing and Community Development Department, in conjunction with the Homeless Alliance of the Lower Shore, are looking into Cultural Competency training, and all homeless services staff will attend any training offered. CSHCD currently has two staff members and will be hiring a third. The Housing & Homelessness Manager is a female, and the current case manager is a younger male. We offer access to the language line when interpretation services are needed, at no cost to the client, and provide outreach, resource navigation and housing referral services to all clients regardless of race, gender, religion, socioeconomic status, ethnicity, sexuality or disability.

9. **Client Information**

***Describe the demographics of the client population, the projected number of adult clients to be contacted, enrolled, and the percentage of adult clients served using PATH funds to be literally homeless.***

The projected number of individuals to be outreached during the year will be at least 50 clients. During the fiscal year, we hope to enroll at least 18 clients with the help of the financial assistance. We have had difficulty in enrolling clients this past year due to diagnosis codes and increase in insurance to utilize case management services. We will serve any client over the age of 18. We provide outreach to all clients contacted but will enroll those meeting the criteria of homelessness and mental health willing to participate in the program. The goal is to target at least 25% of people who are literally homeless

10. **Consumer Involvement**

***Describe how individuals who experience homelessness and have serious mental illnesses and family members will be involved at the organizational level in the planning, implementation, and evaluation of PATH-funded services. For example, indicate whether individuals who are PATH eligible are employed as staff or as volunteers or serve on governing or formal advisory boards.***

CSHCD's Housing & Homelessness Manager is serving as the CoC co-chair and serves on the CoC Governance Committee. A formerly homeless individual who also sits on the CoC governance committee is SOAR trained, and participates in monthly SOAR meeting which also includes PATH case managers. Currently, a Consumer Advisory Council is being formed, and once in place, they will be involved with all area of planning, implementation and evaluation of PATH, HUD and State funded homeless funds. In addition, each agency that receives funds from the State Department of Housing and Community Development for Homelessness Solutions Program funds are required to have a formerly homeless consumer on their board.

All of these organizations solicit consumers input and is utilized in the planning, implementation, and evaluation of PATH funded and other homeless services. The CSHCD also works with Lower Shore Friends, a local consumer run wellness and recovery program to coordinate appropriate services for the mentally ill homeless population. Wicomico County has used PATH eligible clients in the past to assist with local surveys and to advocate for the PATH program but currently CSHCD has no PATH eligible clients on staff or as official volunteers.

**11. Budget Narrative**

***Provide a budget narrative that includes the local-area provider's use of PATH funds.***

Please see the attached budget including 1 staff person for street outreach.

**Wicomico**

Position	Annual Salary	PATH-fund ed FTE	PATH- funded items	State Match Dollars	Local Match Dollars	Total
Case Manager/ Outreach Worker	\$31,283.00		\$16,129.00	HSP \$28,065.00 CDBG \$2,699.92	\$808.23	\$51,702.15
Subtotal salaries	\$31,283.00					
Fringe Benefits	\$16,419.15					
Supplies (Office Supplies)						
Other (One-time housing rental assistance)			\$4,000.00			
Total Direct Charges						
Indirect Costs State Admin Cost @ 4%			\$805.00			
<b>Total</b>	\$47,702.15		\$20,934.00	\$30,764.92	\$808.23	\$51,702.15

12. **State Goals**

***Report the following four outcome measures:***

- a. **Number of persons provided/offered outreach services**-total of 50.
  
- b. **Number of persons referred to and attaining housing**-We hope to refer 85% of clients to housing and have at least 60% to have attained housing. With a goal of 15 persons referred to and attaining housing.
  
- b. **Number of persons referred to and attaining mental health services**- We hope to refer 95% of clients to mental health services and at least 90% to attain those services. With a goal of 45 persons referred to and attaining mental health services at some point during enrollment.
  
- c. **Number of persons referred to and attaining substance abuse services**- We hope to refer 95% of clients to substance abuse services who are in need of services and at least 50% will attempt to attain those services. With a goal of 38 persons referred to and attaining substance abuse services but these figures will change dependent upon the actual number of enrolled individuals in need of substance abuse services as well as the actual number of individuals enrolled in PATH.

**ATTACHMENT II**

***Projects for Assistance in Transition from Homelessness  
(PATH) Policy and Procedures Manual***

*Developed by:*

*Keenan E. Jones, M.A.*

*Director, Shelter Plus Care Housing and Supervisor, PATH Programs*

*Mental Hygiene Administration*

*8450 Dorsey Run Road*

*Jessup, MD 20794-1000*

*(410) 724-3238 (Phone)*

*Email: [jonesk@dhhm.state.md.us](mailto:jonesk@dhhm.state.md.us)*

*September 2010*

## **PATH Policy and Procedures**

### **Eligibility Criteria for PATH**

States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands are eligible to apply for grants under the PATH Program. Section 522 of the Public Health Services Act requires states to utilize funding for making grants to political subdivisions of the State, and to nonprofit entities. A State match of not less than \$1 for each \$3 of Federal PATH funds is required. The State can match the funds directly or through donations from public or private, non-Federal contributions.

The State Mental Hygiene Administration will provide federal PATH funds for the following activities eligible under the PATH Program.

- Outreach services
- Screening and diagnostic treatment services
- Habilitation and rehabilitation
- Community mental health services
- Alcohol and drug treatment services for those with co-occurring disorders
- Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where homeless individuals require services
- Case management
- Representative payee services if the individual is receiving aid under Title XVI of the Social Security Act, receiving case management services, and the PATH provider is designated by the Secretary to provide such services.
- Supportive and supervisory services in residential settings
- Referrals for primary health services, job training, educational services, and relevant housing services
- Housing as specified in Section 522 (b) (10) of the Public Health Service Act, including:
  - Minor renovation, expansion, and repair of housing
  - Planning of housing
  - Technical assistance in applying for housing assistance
  - Improving the coordination of housing services
  - Security deposits
  - Cost associated with matching eligible homeless individuals with appropriate housing situations
  - One-time only rental payments to prevent eviction

***PATH Policy and Procedures***

***Eligibility Criteria for PATH***

***Activities which are excluded:***

1. LBHA and other nonprofit agencies requesting funding for housing services specified under Section 522 (b) (10) must offer case management and/or other services to ensure that consumers receive the support to secure and maintain housing.
2. Not more than 20% of the States award may be used for housing services. The State will not allow core service agencies and nonprofit agencies to use more than 20% of their grant award on housing services.
3. No more than \$500 can be used for minor renovations, expansion, and repair of housing of rental units occupied by consumers who are at imminent risk of becoming homeless and have a serious mental illness. Only one award can be made on behalf of a consumer per year. The consumer must have at least a one-year lease for the property being renovated or repaired. Documentation must be provided to the Core Service Agency and must be made available during an audit and/or site visit by the Mental Hygiene Administration.
4. Security deposits payments may only be made for consumers who are homeless and have a serious mental illness, in order to secure permanent housing, i.e. Section 8 or other independent housing. Support must be provided to assist consumer in securing housing by the PATH program and/or other agency.
5. One-time rental payments to prevent eviction may only be used for consumers who have a serious mental illness, are residing in a rental unit, and is at imminent risk of becoming homeless (being evicted within 30 days). Documentation of eviction must be provided and maintained in a consumer file. The consumer must be able to pay subsequent rental payments. One-time only rental payments cannot be used for consumers who own their housing or to prevent foreclosure. Only one payment can be made on behalf of the consumer during the grant period.
6. Rental payments cannot be made to emergency shelters.
7. PATH funds may not be used for utility assistance, to pay turn-off notices, to pay for application fees, or rental assistance other than to prevent an eviction.
8. PATH funds cannot be used for the following activities as well:
  - To pay for inpatient psychiatric treatment
  - To pay for inpatient substance and/or alcohol treatment



- To make cash payments to intended recipients of mental health or substance abuse services
  - To pay for leasing space for purposes not supported by the PATH grant.
  - To pay for services prior to or after the grant period awarded for.
9. Not more than 4% of the Federal PATH funds received shall be expended for administrative expenses. These expenses must be approved by MHA at the time of review and approval on the local intended use plan or application.

### ***PATH Policy and Procedures***

#### **PATH Eligibility Definitions**

#### **1. State's Operational Definition of:**

##### **a. Homelessness**

MHA uses the following definition for homelessness. The term "homeless individual" is defined as an individual who lacks a fixed, regular, and adequate night time residence; an individual who has a primary night time residence that is a supervised public or privately operated facility that provides temporary living accommodations, and an individual who is residing in places not designed for, or ordinarily used for a regular sleeping accommodation for human beings such as the streets, tunnels, bridges, etc.

##### **b. Imminent Risk**

"Imminent risk" is defined as those individuals who are being evicted within 30 days who does not have a place to move to; an individual in arrears in rent/utility payments; or an individual who is being released from an institution such as a local detention center and the person lacks housing and necessary supports to obtain housing.

##### **c. Serious Mental Illness**

Persons eligible for the PATH program must be ages 18 or over. Priority is given to those who have been diagnosed with a serious and persistent mental illness as defined by having a DSM IV diagnosis of Schizophrenia, Major Affective Disorders, Bipolar Disorders, Delusional Disorder, Schizotypal and Borderline Personality Disorders, and the disorder is expected to be of long continued and indefinite duration.

##### **d. Co-occurring Serious Mental Illness and Substance Use Disorders**

Individuals are defined as having co-occurring serious mental illness and substance use disorder if the individual is diagnosed with at least one of the diagnosis listed above under serious mental illness and

independently meets the diagnostic criteria for substance use disorder. Substance use is defined as a disease which is characterized by a pattern of pathological use of a drug (or alcohol) with repeated attempts to control

the use, and with significant negative consequences in at least one of the following areas of life: medical, legal, financial or psychosocial.

★ **Special Priorities**

MHA has determined that the priority population for the PATH Program is anyone 18 years of age or older, who are homeless or at risk of homelessness, and have a serious mental illness or a co-occurring substance use disorder. Homeless individuals who have a serious mental illness and are incarcerated in local detention centers also have special priority in areas where the Maryland Community Criminal Justice Treatment Program combines funding in order to expand the scope of services for PATH consumers.

***PATH Policies and Procedures***

**Specific Conditions/Special Considerations**

Conditions of Award are as follows:

Funds may be only used to serve individuals who are

- a. suffering from a serious mental illness; or are suffering from a serious mental illness and from substance abuse; and
- b. homeless or at imminent risk of becoming homeless.

Programs accepting funds cannot:

- a. have a policy of excluding individuals from mental health services due to the existence or suspicion of substance abuse; or
- b. have a policy of excluding individuals from substance abuse services due to the existence or suspicion of mental illness.
- c. use PATH funds for publicity or propaganda purposes or for the preparation, distribution, or use of the information designed to support or defeat legislation pending before the Congress or State legislatures. This include "grass roots" lobbying, which consists of appeals to members of the public suggesting that they contact their elected representatives to indicate their support for or opposition to pending legislation or to urge those representatives to vote in a particular way.
- d. Project funds may be only used for services approved in the Intended Use Plan submitted to MHA.
- e. Any change from the approved PATH Intended Use Plan must be submitted in writing

to the Director of the PATH Program for review.

Submit changes in writing to:

Keenan E. Jones, Director, Shelter Plus Care Housing and PATH Program

Mental Hygiene Administration

8450 Dorsey Run Road

Jessup, MD 20794-1000

Phone: (410) 724-3238

- f. Programs accepting PATH funds must submit to MHA, Division of Special Populations quarterly reports and an Annual Progress Report based on reporting schedule.
- g. Programs accepting PATH funds must maintain consumer records which include an intake form, a service plan, and progress notes.
- h. Programs accepting PATH funds must participate in quarterly PATH meetings held at MHA, Division of Special Populations.
- i. Accounting records must be maintained for these funds and a Financial Status Report must be submitted to MHA quarterly.
- j. Programs accepting PATH funds are subject to an audit by MHA annually or as scheduled.
- k. Programs who fail to comply with the conditions of award may have funding de-obligated and/or become ineligible to apply for future PATH funds.

### ***PATH Policies and Procedures***

#### **Maintaining Records/Client Files**

Core Service Agencies and/or the agency directly providing PATH services must maintain a client file, which includes an intake form, a service plan, and progress notes for all consumers enrolled and served with PATH federal funds. The intake form must contain information to determine eligibility for PATH services, such as living situation and disability and to obtain data needed for quarterly and annual progress report. Please refer to reporting forms for information needed.

For all consumers who are enrolled, the service plan must include the following:

- Goals to obtain community mental health services for the PATH eligible consumer, which includes reviewing the plan not less than once every 3 months.
- Goals that describe how assistance will be provided in obtaining and coordinating social and

maintenance services for the eligible PATH consumer, including services relating to daily living activities, personal planning, transportation, habilitation and rehabilitation services, prevocational and vocational services, and housing.

- Goals that describe how assistance will be provided to PATH eligible consumers in obtaining income, obtaining income support services, including housing assistance, food stamps, and supplemental security income.
- Goals that describe how referrals will be made to other appropriate services.

**An enrolled PATH consumer** is defined as a person who (1) who is homeless or at imminent risk of becoming homeless and has a serious mental illness and/or co-occurring substance use disorder; (2) who receives services supported in some measure with federal PATH funds, and (3) for whom a clinical or other formal record has been prepared, indicating formal enrollment.

### ***PATH Policies and Procedures***

#### **Maintaining Records/Site visits**

Site visits will be conducted annually or as scheduled by MHA and/or the Core Service Agencies. Core Service Agencies are responsible for monitoring providers who directly receive PATH funds. Site visits should be conducted by the Core Services annually on-site. During the site visits the following should be reviewed:

- ✓ Personnel and Staffing, including cultural competency requirements
- ✓ Agency policy and procedures, including compliance with HIPAA
- ✓ Intended Use plans to determine whether PATH eligible services are being provided according to approved application or intended use plan
- ✓ Intake forms, which document consumers eligibility for the program
- ✓ Service plans
- ✓ Progress Notes
- ✓ Fiscal management and records
- ✓ Consumer involvement
- ✓ Consumer interviews, success stories, etc.
- ✓ Training and technical assistance needs

\*\*\* MHA's site visits will include monitoring and reviewing records maintained by the Core Service Agency as well.



**Public Health**  
Prevent. Promote. Protect.  
Wicomico County  
Health Department

# Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Wicomico County Health Department, a unit of the Maryland Department of Health (herein referred to as “Covered Entity”) and City of Salisbury (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and the HIPAA Omnibus Final Rule of 2013 (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW, THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

### I. DEFINITIONS

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean City of Salisbury
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Wicomico County Health Department.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

**II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business

Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

### **III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI**

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted by law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
  - 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
  - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
    - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

- b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
  - c. Is in substantially the same form as **Exhibit A** hereto.
- E. In addition to its obligations in Sections III. A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
  - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - 2. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
  - 3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
  - 4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
  - 5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- F. In the event the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.
- G. In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.
- H. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;



- I. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- J. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- K. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- L. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- M. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.
- N. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

#### **IV. TERM AND TERMINATION**

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

**V. CONSIDERATION**

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

**VI. REMEDIES IN EVENT OF BREACH**

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity

may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

## **VII. MODIFICATION; AMENDMENT**

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

## **VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES**

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

## **IX. COMPLIANCE WITH STATE LAW**

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

## **X. MISCELLANEOUS**

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Agency. The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.
- D. No Private Cause of Action. This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a

result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.

- E. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

**Deborah W. Smith**  
**HIPAA Coordinator**  
**Wicomico County Health Department**  
**108 East Main Street**  
**Salisbury, MD 21801**  
**Phone: (410) 543-6963**

- F. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

- G. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- H. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- I. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- J. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

**COVERED ENTITY:**

By:                     *Lori Brewster*                    

Name: Lori Brewster, MS, APRN/BC, LCADC

Title: Health Officer

Date: 1/30/19

**BUSINESS ASSOCIATE:**

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

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

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

Date: \_\_\_\_\_



**EXHIBIT A**

**FORM OF NOTIFICATION TO COVERED ENTITY OF  
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Wicomico County Health Department, a unit of the Maryland Department of Health (MDH), and \_\_\_\_\_ (Business Associate).

Business Associate hereby notifies DHMH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

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Date of the breach: \_\_\_\_\_ Date of discovery of the breach: \_\_\_\_\_

Does the breach involve 500 or more individuals? Yes/No    If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: \_\_\_\_\_

Names of individuals affected by the breach:(attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

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Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

---

---

Contact information to ask questions or learn additional information:

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

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

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

ORDINANCE NO. 2531

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE WICOMICO COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$20,934, AND APPROVING A BUDGET AMENDMENT TO THE FY 2019 GRANT FUND TO APPROPRIATE FUNDS TO FOR THE HOUSING FIRST PROGRAM.

WHEREAS, the Wicomico County Health Department (WiCHD) applied for funds from the Substance Abuse and Mental Health Services Administration’s (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH) grant program; and

WHEREAS, the purpose of the grant program is to fund services for people with serious mental illness experiencing homelessness; and

WHEREAS, the SAMHSA has awarded the WiCHD funds through the PATH program; and

WHEREAS, the WiCHD is sub-granting \$20,934.00 to the City of Salisbury; and

WHEREAS, the sub-granted funds shall be used for the City of Salisbury’s Housing First program; and

WHEREAS, the City of Salisbury must enter into a sub-grant agreement with the WiCHD 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 sub-grant agreement with the Wicomico County Health Department for acceptance of 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 FY19 PATH Grant Revenue account (10500-XXXXXX-XXXXX) by \$20,934
- 2) Increase FY19 PATH Grant Expense account (10500- XXXXXX-XXXXX) by \$20,934

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

44           THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
45 Salisbury held on this 11<sup>th</sup> day of March 2019, and thereafter, a statement of the substance of the  
46 Ordinance having been published as required by law, was finally passed by the Council on the  
47 \_\_\_\_ day of \_\_\_\_\_ 2019.  
48

49  
50 **ATTEST:**

51  
52 \_\_\_\_\_  
53 Kimberly R. Nichols, City Clerk

54 \_\_\_\_\_  
55 John R. Heath, President  
56 Salisbury City Council

57 APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2019.

58  
59  
60  
61 \_\_\_\_\_  
62 Jacob R. Day, Mayor  
63



**Maria Harris Tildon**  
Executive Vice President  
Marketing, Communications & External Affairs

**CareFirst BlueCross BlueShield**  
1501 S. Clinton Street, Suite 700  
Baltimore, MD 21224-5744  
Tel. 410-605-2591  
Fax 410-505-2855



January 29, 2019

Mr. John Tull  
Chief of the Department  
City of Salisbury  
125 N. Division Street  
Salisbury, MD 21874

Dear Mr. Tull:

On behalf of CareFirst BlueCross BlueShield, I am pleased to inform you that City of Salisbury has been approved for a contribution in the amount of \$75,000.00. Enclosed is the check for the full amount. This award is in support of the *Salisbury-Wicomico Integrated Firstcare Team (SWIFT)*.

We look forward to working with you and we want to be sure that throughout the course of our partnership your organization is clear about the expectations and accountability for this contribution. The attached Letter of Agreement describes the terms and conditions under which the contribution is being made and all other pertinent information regarding your award.

As you know, CareFirst is committed to providing leadership in assessing and addressing a range of community health issues including healthcare quality, affordability and accessibility. Our support of City of Salisbury furthers our goal of helping to improve the health of our members and the communities we serve.

Again, congratulations on receiving this contribution from CareFirst BlueCross BlueShield.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Harris Tildon", with a long horizontal flourish extending to the right.

Maria Harris Tildon

CareFirst BlueCross BlueShield  
10455 Mill Run Circle  
Owings Mills, MD 21117-5559  
[www.carefirst.com](http://www.carefirst.com)



December 27, 2018

CITY OF SALISBURY  
125 N DIVISION ST  
SALISBURY, MD 21801-4940

VND10018 (7/16)

CareFirst BlueCross BlueShield is the business name of CareFirst of Maryland, Inc. which is an independent licensee of the Blue Cross and Blue Shield Association.  
© Registered trademark of the Blue Cross and Blue Shield Association. ® Registered trademark of CareFirst of Maryland, Inc.

VCH0000-9S 1/11

THE FACE OF THIS CHECK HAS A BURGUNDY AND BLUE BACKGROUND ON WHITE PAPER AND REQUIRES TWO (2) SIGNATURES

Check Number



10455 Mill Run Circle  
Owings Mills, MD 21117-5559

5101225680

5101290821

CareFirst BlueCross BlueShield is the business name of CareFirst of Maryland, Inc. and is an independent licensee of the Blue Cross and Blue Shield Association.  
\* Registered trademark of the Blue Cross and Blue Shield Association.  
• Registered trademark of CareFirst of Maryland, Inc.

MO	DAY	YR
12	27	2018

64-79  
611

**PAY TO THE ORDER OF:**  
CITY OF SALISBURY

AMOUNT

\$ \*\*\*\*\*75000.00

ID Number 2822

EXACTLY SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS

**SUNTRUST**

\*\* Not Valid Over \$75,000 \*\*

Not Valid After 6 Months

*Dr. Mark Chamy*  
*B. D. F...*

⑈ 5 1 0 1 2 9 0 8 2 1 ⑈ ⑆ 0 6 1 1 0 0 7 9 0 ⑆ 8 8 0 0 5 1 1 6 5 4 ⑈

Invoice Date	Invoice #	Invoice Amount	Discount Taken	Amount Paid	Description
12/19/2018	SWIFT 1/2	75000	0	\$75000.00	



CareFirst BlueCross BlueShield is making a contribution to your charitable organization. As you are probably aware, we must obtain a receipt in order to deduct any such contributions. Please access the portal via the following link to upload all requirements:

[https://www.grantrequest.com/SID\\_843?SA=AM](https://www.grantrequest.com/SID_843?SA=AM)

If your organization has its own receipt that meets current IRS requirements, please feel free to submit that instead. Thank you for your attention to this matter. If you have any questions, please contact: Jennifer Lew, Sr. Grants Program Associate at 410.528.7137 or [jennifer.lew@carefirst.com](mailto:jennifer.lew@carefirst.com).

---

**RECEIPT FOR CHARITABLE CONTRIBUTION**

Organization Name: City of Salisbury

Address: 125 N. Division Street  
Salisbury, MD 21874

Re: Salisbury-Wicomico Integrated Firstcare Team (SWIFT)

Date Received: \_\_\_\_\_

Amount received from CareFirst BlueCross BlueShield: \$75,000.00

Value of goods/services provided to CareFirst BlueCross BlueShield: \$

Net = Charitable Contribution: \$

Signature: \_\_\_\_\_

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

Printed name: \_\_\_\_\_



## Letter of Agreement

This letter describes the terms and conditions under which CareFirst BlueCross BlueShield (CareFirst) is willing to provide City of Salisbury a grant.

- **Purpose and Date of the Grant**

This contribution is made to support the Salisbury-Wicomico Integrated Firstcare Team (SWIFT).

Grant period: 7/1/2018 - 6/30/2020

- **Payments**

CareFirst will distribute the grant of \$75,000.00 as follows:

**\$75,000.00 – January 2019**

**Payments are released based on goals achieved and rate of program expenditures (See Progress and Reporting of Goals and Expenditures below)**

CareFirst is providing the grant disbursements only for the activities and expenses described in your organization's grant proposal. City of Salisbury agrees to use only the disbursements for the purposes described in the proposal. City of Salisbury further agrees not to use any of the grant funds to attempt to influence legislation or participate in any political activity or campaign.

CareFirst reserves the right to withhold any and all grant disbursements and request reimbursement if grant goals are not progressing or have not been achieved.

City of Salisbury agrees to return to CareFirst any unspent grant funds within thirty (30) days of the end of the grant.

City of Salisbury agrees that it will not obtain any funding from any other health insurance carrier for the same activities and expenses described in your organization's grant proposal without first notifying CareFirst about the other grant or funding opportunity.

- **Progress and Reporting Schedule**

City of Salisbury will submit a mid-grant report to CareFirst documenting the program measures as outlined in the grant. A final report will be required at the conclusion of the grant highlighting the challenges and successes, along with a summary of the program outcomes:

- By the end of each fiscal year (FY20, FY21, FY22), continue to reduce the total number of annual, non-emergency SFD transports by enrolled patients by 20% each year. This will equate to a reduction of 330 calls per year with the associated reduction in ED visits.
- By the end of the three-year program, a reduction of at least 1800 unnecessary ED visits.
- By the end of the three-year program to have enrolled at least a minimum of 210 patients.
- By the end of the three-year period, to secure alternative funding sources for long term operations.

Reporting requirements are due on a semi-annual schedule based on the grant period as listed above. First report due: 6/30/2019; Final report and budget due: 7/31/2020 (reporting templates attached).

- **Audits**

Upon reasonable notice, CareFirst may audit City of Salisbury's books and records during the grant period and for a year after the grant ends to confirm that the grant funds have been used only for the purposes described in the grant.

- **Public Relations**

The project you are embarking on is important to both our organizations. Publicizing your program is mutually beneficial for all concerned. We welcome the opportunity to collaborate on promotional opportunities in support of your program. With this in mind, please let us know how you might highlight this contribution:

- Brochures, reports
- Check presentation event
- Newsletters
- Press release (Please contact CareFirst before issuing)
- Social Media, i.e. Facebook, Twitter, blogs
- Website
- Other: \_\_\_\_\_

- **Brand Use**

City of Salisbury acknowledges that the use of the Cross and Shield and other of CareFirst's names, marks, logos, colors and copyrights ("Brands") is subject to the terms of a license agreement with the Blue Cross and Blue Shield Association and the rules and regulations which govern the use of the Brands.

City of Salisbury agrees that it will not make any unauthorized use of the Brands unless any such use is expressly granted by CareFirst, and agrees to comply with all rules and regulations in any use thereof. Further, City of Salisbury acknowledges that any Brands

used or displayed pursuant to this Agreement shall be and remain the property of CareFirst. Any use of the Brands, once granted, shall be non-exclusive, royalty-free, non-transferable and subject to CareFirst's prior written approval.

The use of the CareFirst brand must be approved before production. CareFirst must be made aware of the addition of other supporters and their brands before their placement is added to any printed item that will feature the CareFirst brand.

- **Termination of Grant**

CareFirst may terminate the grant if it determines that City of Salisbury has made any misrepresentations in its grant proposal, has misappropriated any grant funds, or has done anything inconsistent with the terms of the letter.

Please indicate your organization's acceptance to the above terms and conditions by having the enclosed copy of this letter signed by the Executive Director of your organization. Additionally, a receipt form which is included with this agreement needs to be completed and returned to our office. Please access the portal via the following link to upload all requirements:

[https://www.grantrequest.com/SID\\_843?SA=AM](https://www.grantrequest.com/SID_843?SA=AM)

If you have any questions regarding the agreement terms, please contact Hosanna Asfaw-Means, Grants Program Manager at (410) 528-7086, [hosanna.asfaw-means@carefirst.com](mailto:hosanna.asfaw-means@carefirst.com). Any questions pertaining to the portal, please contact Jennifer Lew, Sr. Grants Program Associate at (410) 528-7137, [jennifer.lew@carefirst.com](mailto:jennifer.lew@carefirst.com).

I accept the conditions of this grant as outlined in the above letter:

City of Salisbury

---

Signature of Executive Director

---

Printed Name

---

Date



CareFirst Commitment  
Grantee Progress Report  
Narrative Report

\_\_\_\_\_ FINAL REPORT

\_\_\_\_\_ INTERIM REPORT

Organization name

Program name

Grant period

Period covered by this report (start/finish)

Person responsible for this report/phone and email

Date submitted

**GRANT PURPOSE**

State the grant purpose from your application.

**EXECUTIVE SUMMARY**

In a paragraph, provide an overview of the program’s progress. Summarize and explain the significance of the key accomplishments detailed in this report. Address whether the program is proceeding to your satisfaction and is on track to achieve its goals for the community and/or your organization.

**STRATEGIES AND ACTIVITIES**

List the strategies that were stated in your application’s program design and, in one or two sentences for each strategy, concisely describe the major activities associated with each strategy that have been accomplished during this grant. Clearly identify activities that occurred during this reporting period as well as activities that were reported previously (if applicable).

**OUTCOMES AND PROGRAM PERFORMANCE MEASURES**

Report the progress to date toward the performance targets and program impact you included in your application. Please identify the key reporting metrics you identified as part of your MOU. Use the format you prefer, providing it includes actual-to-target data in a concise form. (An example is provided.) Feel free to attach supplemental information.

Measure	Target	Baseline	This reporting period	Cumulative (grant to-date)
<i>Examples:</i>				
<i>Women enrolled in Center program each year</i>	230	0	25	100
<i>Percentage of women at Center receiving prenatal care in first trimester</i>	85%	50%	75%	65%
<i>Percentage of babies born ≥2500 grams</i>	90%	70%	85%	80%



**CHALLENGES AND SIGNIFICANT CHANGES**

If the program has encountered any significant challenges, describe them and how they have affected progress. Describe any variances from the program as proposed and explain how they affect the success of this program. Do you expect the planned results will be achieved during the grant period? If no, explain.

**FINANCIAL SUSTAINABILITY PLANS *(For Final Reports)***

If this program is intended to continue after the conclusion of this grant, describe how it will be sustained.

**LESSONS LEARNED *(For Final Reports)***

Describe any valuable lessons learned that would have affected your program design or will influence how you address this issue or conduct this program in the future.

**EVIDENCE OF IMPACT**

Share your stories or client testimonies which demonstrate evidence of impact for this program.

If you have any questions regarding the agreement terms, please contact Hosanna Asfaw-Means, Grants Program Manager at (410) 528-7086, [hosanna.asfaw-means@carefirst.com](mailto:hosanna.asfaw-means@carefirst.com).

Any questions pertaining to the portal, please contact Jennifer Lew, Sr. Grants Program Associate at (410) 528-7137, [jennifer.lew@carefirst.com](mailto:jennifer.lew@carefirst.com).

Please access the portal via the following link to upload all reporting requirements:

[https://www.grantrequest.com/SID\\_843?SA=AM](https://www.grantrequest.com/SID_843?SA=AM)

**CareFirst Commitment  
Budget Report**

**FINAL REPORT**

**INTERIM REPORT**

Use this form or an Excel spreadsheet generated from your system to address each item.

**Organization name**

**Program name**

**Person responsible for this report/phone and email**

**Date submitted**

**Period covered by this report (start/finish)**

**1. Budget and cumulative expenses**

Budget Line Item	Original Approved Budget	Revised Budget (if applicable)	Actual Cumulative Expenditure	Balance (Overruns)
<b>TOTAL</b>				

→If this is a final budget report, any Total Balance remaining must be discussed with your CareFirst program officer.

**2. Funding sources**

Funding Source	Amount Reported or Projected in Approved Budget	Actual Amount	Comment

**3. Budget overrun: COMPLETE FOR FINAL REPORTS ONLY**

Explain all budget-to-actual variances that exceed 10%.

Budget Line Item <i>(State item exactly as it appears in your response to Question 1.)</i>	Amount of overrun	Explanation

**Name and title of authorized signer**

**Signature and date**

\_\_\_\_\_

\_\_\_\_\_

ORDINANCE NO. 2532

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CAREFIRST FOUNDATION FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$75,000 AND APPROVING A BUDGET AMENDMENT TO THE FY 2019 GRANT FUND TO APPROPRIATE FUNDS FOR THE SALISBURY-WICOMICO INTEGRATED FIRSTCARE TEAM.

WHEREAS, the City of Salisbury applied for and received funds through the CareFirst Foundation's Grant Program; and

WHEREAS, the purpose of the grant program is to provide leadership in assessing and addressing a range of community health issues including healthcare quality, affordability and accessibility; and

WHEREAS, the City of Salisbury will use these granted funds to operate the Salisbury-Wicomico Firstcare Team (SWIFT); and

WHEREAS, the City of Salisbury must enter into a grant agreement with the CareFirst Foundation 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 CareFirst Foundation for acceptance of 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 FY19 CareFirst SWIFT grant revenue account (10500-427901-XXXXXX) by \$75,000
- 2) Increase SWIFT Salaries – Non-Clerical expenditure account (10500-501002-XXXXXX) by \$40,500
- 3) Increase SWIFT FICA expenditure account (10500-502010-XXXXXX) by \$3,098
- 4) Increase SWIFT Health Insurance expenditure account (10500-502020-XXXXXX) by \$14,516
- 5) Increase SWIFT Life Insurance expenditure account (10500-502030-XXXXXX) by \$2
- 6) Increase SWIFT Retirement - LEOPS expenditure account (10500-502041-XXXXXX) by \$13,049

44           7)     Increase SWIFT Worker’s Comp expenditure account (10500-502070-XXXXX) by  
45                     \$3,835  
46

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

50           THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
51 Salisbury held on this 11<sup>th</sup> day of March 2019, and thereafter, a statement of the substance of the  
52 Ordinance having been published as required by law, was finally passed by the Council on the  
53 \_\_\_\_ day of \_\_\_\_\_ 2019.  
54

55  
56 **ATTEST:**  
57

58  
59  
60 \_\_\_\_\_  
61 Kimberly R. Nichols, City Clerk

60 \_\_\_\_\_  
61 John R. Heath, President  
62 Salisbury City Council

63  
64 APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2019.  
65

66  
67 \_\_\_\_\_  
68 Jacob R. Day, Mayor  
69



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

To: Julia Glanz, City Administrator  
From: Amanda H. Pollack, P.E., Director of Infrastructure and Development *AP*  
Date: February 12, 2019  
Re: Riverwalk Construction Reimbursement Program

---

Attached is an application for the Riverwalk Construction Reimbursement Program and an Ordinance to adopt the program. The primary goal of the Riverwalk Construction Reimbursement Program is to accelerate the construction of new commercial buildings along the planned Riverwalk. The program aims to contribute towards the economic vitality of Downtown Salisbury by adding new jobs to the Downtown workforce and attracting private capital investments into the Riverwalk Redevelopment and Central Business Districts. The program will assist with the funding of critical public infrastructure through commercial construction cost reimbursement grants. Additionally, the program incentivizes the development of publicly accessible, resident-serving amenities such as healthy food options, fitness opportunities, pet amenities, and garden plots.

Eligibility criteria is noted in the application along with the map of the proposed Riverwalk limits. Eligible costs include the construction of the Riverwalk, bulkhead, bulkhead repairs or extensions, and associated work such as backfill. Lighting, landscaping and signage are NOT eligible expenses. Eligible, reimbursable costs are capped at an amount equal to or less than the sum total of 90% of the incremental increase in City property taxes due based on the assessed value of the property in a given year for a maximum of 20 years subsequent to the issuance of a Certificate of Occupancy.

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

1  
2  
3 **ORDINANCE NO. 2533**

4 AN ORDINANCE OF THE CITY OF SALISBURY TO ESTABLISH A RIVERWALK  
5 CONSTRUCTION REIMBURSEMENT PROGRAM TO PROMOTE AND ACCELERATE  
6 NEW COMMERCIAL CONSTRUCTION OR EXPANSION ALONG THE RIVERWALK  
7 AREAS TO ENCOURAGE DEVELOPMENT IN AND NEAR THE DOWNTOWN AREA  
8 AND DISTRICTS TIED TO THE RIVERWALK.

9 WHEREAS, the City seeks to incentivize the construction and expansion of business interests in  
10 and near the Downtown area, the Central Business Zoning District, Riverfront Redevelopment  
11 Zoning District #1, Riverfront Redevelopment Zoning District #2 and areas designated as having  
12 future Riverwalk in the adopted 2015 Downton Master Plan in order to increase the amount of  
13 economic activity in those areas; and

14  
15 WHEREAS, implementing a Riverwalk Construction Reimbursement Program will allow  
16 financially responsible businesses to construct or expand business interests in those areas, which  
17 will further result in positive economic and social effects, including, but not limited to increases  
18 in cultural activity opportunities, employment opportunities, extracurricular activities, business  
19 activities and environmental upgrades; and

20  
21 WHEREAS, the City through the Department of Infrastructure & Development shall process  
22 applications connected to the Riverwalk Construction Reimbursement Program to ensure  
23 compliance with the program and adequate funding for the program and shall review and  
24 approve all completed applications before benefits tied to the program are approved and enjoyed  
25 by developers; and

26  
27 WHEREAS, the City has developed a Riverwalk Construction Reimbursement Program  
28 Application with specific requirements that shall be monitored and administered by the  
29 Department of Infrastructure and Development in order to ensure that all information and  
30 submissions are correct and properly considered; and

31  
32 WHEREAS, the Mayor joins with the City Council in recommending the implementation of the  
33 program and application process.

34  
35 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
36 SALISBURY, MARYLAND that the Municipal Code of the City of Salisbury, Title 12-  
37 STREETS, SIDEWALKS AND PUBLIC PLACES, be amended by adding Section 12.24.060 to  
38 read as follows:

39  
40 **12.24.060 RIVERWALK CONSTRUCTION REIMBURSEMENT PROGRAM (RCRP)**

41  
42 A. A Riverwalk Construction Reimbursement Program (RCRP) is hereby established for the  
43 purpose of accelerating the construction or expansion of new commercial buildings and  
44 development along the incomplete and planned Riverwalk areas in order to create positive  
45 economic effects in the Central Business Zoning District, Riverfront Redevelopment Zoning

46 District #1, Riverfront Redevelopment Zoning District #22 and areas designated as having future  
47 Riverwalk in the adopted 2015 Downtown Master Plan.

48  
49 B. The RCRP application process shall be administered by the Director of the Department of  
50 Infrastructure & Development subject to appropriation of any necessary funds for the program  
51 from year to year and final approval of all applications and the expenditure of funds by a  
52 Resolution approved by the City Council.

53  
54 C. The City hereby adopts the application submitted with this ordinance and attached as Exhibit  
55 A as the initial approved application and grants administrative powers to the Director of the  
56 Department of Infrastructure and Development to process and monitor submitted applications in  
57 conjunction with the Department of Finance and to make necessary changes to the application  
58 and its requirements as needed and deemed necessary to properly administer the program and  
59 monitor and disperse appropriated and approved funding for the program.

60  
61 D. Upon approval of a Resolution by the City Council for funding of any RCRP project, the  
62 Department of Infrastructure & Development shall prepare a RCRP Agreement that, among  
63 other requirements as determined by the Department of Infrastructure & Development, shall  
64 require the owners of the subject property to convey title to the completed Riverwalk to the City  
65 of Salisbury.

66  
67 E. All reimbursable costs to be paid as a result of RCRP applications shall run with the land and  
68 be payable only to the then current owners of the land adjoining each Riverwalk Construction  
69 Project from which the Riverwalk was conveyed and for which an application was received and  
70 approved.

71  
72 F. The City may suspend or terminate the continuance of the RCRP program by resolution or by  
73 not appropriating funds to continue the program.

74  
75 BE IT FURTHER ORDAINED that this ordinance shall take effect from the date of its final  
76 passage.

77  
78 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
79 Salisbury held on the \_\_\_\_ day of \_\_\_\_\_ 2019, and thereafter, a statement of the  
80 substance of the Ordinance having been published as required by law, was finally passed by the  
81 Council on the \_\_\_\_ day of \_\_\_\_\_ 2019.

82  
83 ATTEST:

84  
85 \_\_\_\_\_  
86 Kimberly R. Nichols, City Clerk  
87 \_\_\_\_\_  
88 John R. Heath, President  
89 Salisbury City Council

89 Approved by me this \_\_\_\_ day of \_\_\_\_\_ 2019

90  
91 \_\_\_\_\_  
92 Jacob R. Day, Mayor

**EXHIBIT A**



**Riverwalk Construction  
Reimbursement Program (RCRP)**

**Application – 2019**

Department of Infrastructure & Development  
Room 202  
125 N. Division Street  
Salisbury, Maryland 21801

Phone: 833-SBY-CITY

September 2018



## **Riverwalk Construction Reimbursement Program Application – 2019**

The primary goal of the Riverwalk Construction Reimbursement Program (RCRP) is to accelerate the construction or expansion of new commercial buildings along the planned Riverwalk that contribute towards the economic vitality of Downtown Salisbury. Additionally, the program aims to:

- Add new jobs to the Downtown workforce by providing spaces, culture and an environment that will be attractive to new companies and promote local growth.
- Attract private capital investments into the Riverwalk Redevelopment and Central Business Districts (see Exhibit 2 map) by funding the building of critical public infrastructure that creates economic activity Downtown through commercial construction cost reimbursement grants.
- Support and incentivize the development of publicly accessible, resident-serving amenities such as healthy food options, fitness opportunities, pet amenities, a pharmacy, and garden plots.

### **Eligibility for RCRP Funds**

A developer may submit written documentation to the Director of Infrastructure & Development to establish eligibility for a project if the project meets all of the following criteria:

1. The project location is within one or more of the following areas: Central Business Zoning District, Riverfront Redevelopment Zoning District #1, Riverfront Redevelopment Zoning District #2, and/or is identified in the adopted 2015 Downtown Master Plan as having future Riverwalk.
2. The project within an above referenced Zoning District constitutes new development or revitalization of an existing building.
3. The project complies, or will comply, with all applicable Zoning and Building Code criteria.
4. The project is consistent with the adopted 2015 Downtown Master Plan and the adopted Comprehensive Plan of the City of Salisbury.
5. The project complies, or will comply, with all requirements of the Salisbury Historic District Commission (Exhibit 3).
6. The project does not have complete, consistent Riverwalk in place as of January 1, 2019.

### **How to Apply for RCRP Funds**

1. Meet with the Department of Infrastructure & Development staff to review the program and project specifications.
2. Applications are due after preliminary site plan approval submission to the Department of Infrastructure & Development and prior to issuance of grading/site permits.

3. One copy of the completed application should also be emailed to [apollack@salisbury.md](mailto:apollack@salisbury.md). Portions of the application may be kept confidential by completing a Nondisclosure Agreement upon request and providing specific reasons for the request. Applicants should be aware that any Maryland public information act requests may result in information marked “confidential” being released if the request is challenged and the confidentiality is found to be overly broad.
4. **IMPORTANT NOTE:** RCRP applications must be received, reviewed and confirmed as complete by the Department of Infrastructure & Development staff **PRIOR** to the start of any work reflected in the application in order for that work to be considered for reimbursement.
5. The Director of Infrastructure & Development will issue an official Notice of Pre-Approval in the form of a Letter of Intent to be signed by an applicant. Projects pre-approved for reimbursement funding will be issued a Letter of Intent and a Riverwalk Construction Reimbursement Program (RCRP) Funding Terms sheet. Applicants must agree to the negotiated terms within 30 days of receipt of these documents.
6. Once the Letter of Intent has been signed, the application and recommendation will be forwarded to the Mayor for his/her pre-approval.
7. Once the Mayor has pre-approved the project for RCRP funding, a Resolution supporting the expenditure of funds will be placed on the next available City Council Work Session and subsequently (if approved) sent to a City Council Legislative Session for approval.
8. Department of Infrastructure & Development staff will prepare a RCRP Agreement for the applicants, which must be executed within 15 days of receipt. Program Agreements are valid for one (1) calendar year from the signature date. If projects are delayed, applicants may request a 1-year extension which will be considered by the Mayor.
9. Applicants agree to provide quarterly updates on financing, construction costs, and other pertinent information as projected costs become actual costs.
10. **The total amount of the reimbursement will be limited to the original approved estimate.** Cost overruns on the project will not be reimbursed.
11. Applicants agree to provide before, during and after photographs documenting the progress of the project throughout its completion.
12. Non-Appropriations: Projected reimbursement amounts are not ~~guaranteed~~permitted and are contingent upon appropriations of sufficient amounts for projected reimbursements and approval by the Mayor and Council.

### **Riverwalk Construction Reimbursement Program – General Conditions**

1. Applicants must thoroughly review all Riverwalk Construction Reimbursement Program guidelines, conditions, and forms prior to submission of an application.

2. Applicants must review the ‘Envision Salisbury Downtown Master Plan 2035’ document so that they will be familiar with the plan of development for the area in question.
3. Applicants must be the owner or partner of a development project located within the boundaries of the planned Riverwalk district (see Exhibit 1 map).
4. Properties must be current on all City, County and State property and income taxes and remain current throughout the period of reimbursement.
5. Project building permits must be received within one year of the date of the signed RCRP agreement.
6. All construction work must comply with Salisbury City Code Section 12.24.05 Riverwalk Construction standards and all applicable laws, ordinances, building codes and zoning ordinances.
7. The RCRP application must include drawings showing what the proposed project will look like when completed, and estimated costs of the project obtained from a qualified professional.
8. Eligible costs include the construction of the Riverwalk, bulkhead, bulkhead repairs or extensions, and associated work such as backfill. Lighting, landscaping and signage are **NOT** eligible expenses.
9. Eligible, reimbursable costs are capped at an amount equal to or less than the sum total of 90% of the incremental increase in City property taxes due based on the assessed value of the property in a given year for a maximum of 20 years subsequent to the issuance of a Certificate of Occupancy by the City of Salisbury and all other conditions of the RCRP being met, over the amount in City property taxes due based on the assessed value of the property as of January 1, 2019. Year 1 of the calculation will be the first July 1<sup>st</sup> subsequent to the agreed-upon deadline for the issuance of a Certificate of Occupancy.

This can be expressed by the following formula:

GC	Total gross amount of approved qualifying costs
EC	75% * QC
CTD <sup>B</sup>	City property taxes based on assessed value as of January 1, 2019
CTD <sup>#</sup>	City property taxes due in a given year based on that year’s assessed value
TC	All applied City Property Tax Credits
RCRP <sup>#</sup>	= 0.9[CTD <sup>#</sup> – CTD <sup>B</sup> - Σ(TC)]
RCRP <sup>E</sup>	RCRP <sup>1</sup> + RCRP <sup>2</sup> + ... RCRP <sup>19</sup> + RCRP <sup>20</sup>
AG	Approved Grant Amount = lessor of EC and RCRP <sup>E</sup>

# - represents given year 1-20, with 1 being the first year of RCRP fund reimbursement

An example of this formula is included in Exhibit 4.

10. RCRP funds are not distributed in one lump sum. The total estimate is derived in order to support private financing needs of the property developer/owner. Funds are actually

committed based on the formula articulated above and distributed annually based on each year's assessment. If the original (RCRP<sup>E</sup>) committed funding amount has not been funded in the first 20 years due to lower than anticipated assessed values, the grant period may be extended by up to 5 years in order to achieve the total. At no point in time may the original RCRP<sup>E</sup> committed funding amount be exceeded.

11. To determine the RCRP<sup>E</sup> funding amount, a development schedule will show the completion date of phases, estimated value of construction and estimated subsequent assessed value. Deviation from the schedule, investment or phasing may result in lower assessments and thus a reduced cap for payments (at the sole discretion of the Mayor and City Council). The property developer/owner accepts all risk associated with assessments.
12. If RCRP funds are awarded for a specific construction project, the scope of that project may **NOT** be changed without first receiving written permission from the Director of the Department of Infrastructure & Development.
13. It is expressly understood and agreed that applicants shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances, and other applicable regulations.
14. It is expressly understood and agreed that applicants will not seek to hold the City of Salisbury, its agents, employees, officers and/or directors liable for any property damage, personal injury, or other loss related in any way to the RCRP.
15. Applicants shall be responsible for hiring and executing an agreement with a general contractor who is licensed to operate in the State of Maryland. Applicants shall ensure that said contractor provides insurance coverage for comprehensive public liability, property damage liability / builder's risk, and workers' compensation insurance.
16. Applicants must certify that there are no hazardous materials located on the property, that he/she will not cause or allow any hazardous materials to be placed on the property, and that the property is in compliance with all applicable Federal and State environmental laws and regulations.
17. Applicants shall maintain or cause to be maintained both property and commercial general liability coverage on the Project and the Property both during and after the construction / rehabilitation related to the RCRP.
18. If the project is located in the 100-year floodplain, as designated by FEMA and the United States Department of Housing and Urban Development (HUD), applicants shall be required to provide evidence of flood plain insurance coverage.
19. Following the completion of the rehabilitation work, applicants shall ensure that all necessary approvals for the commencement of the activities that will take place in the property have been obtained, including all applicable permits and licenses.

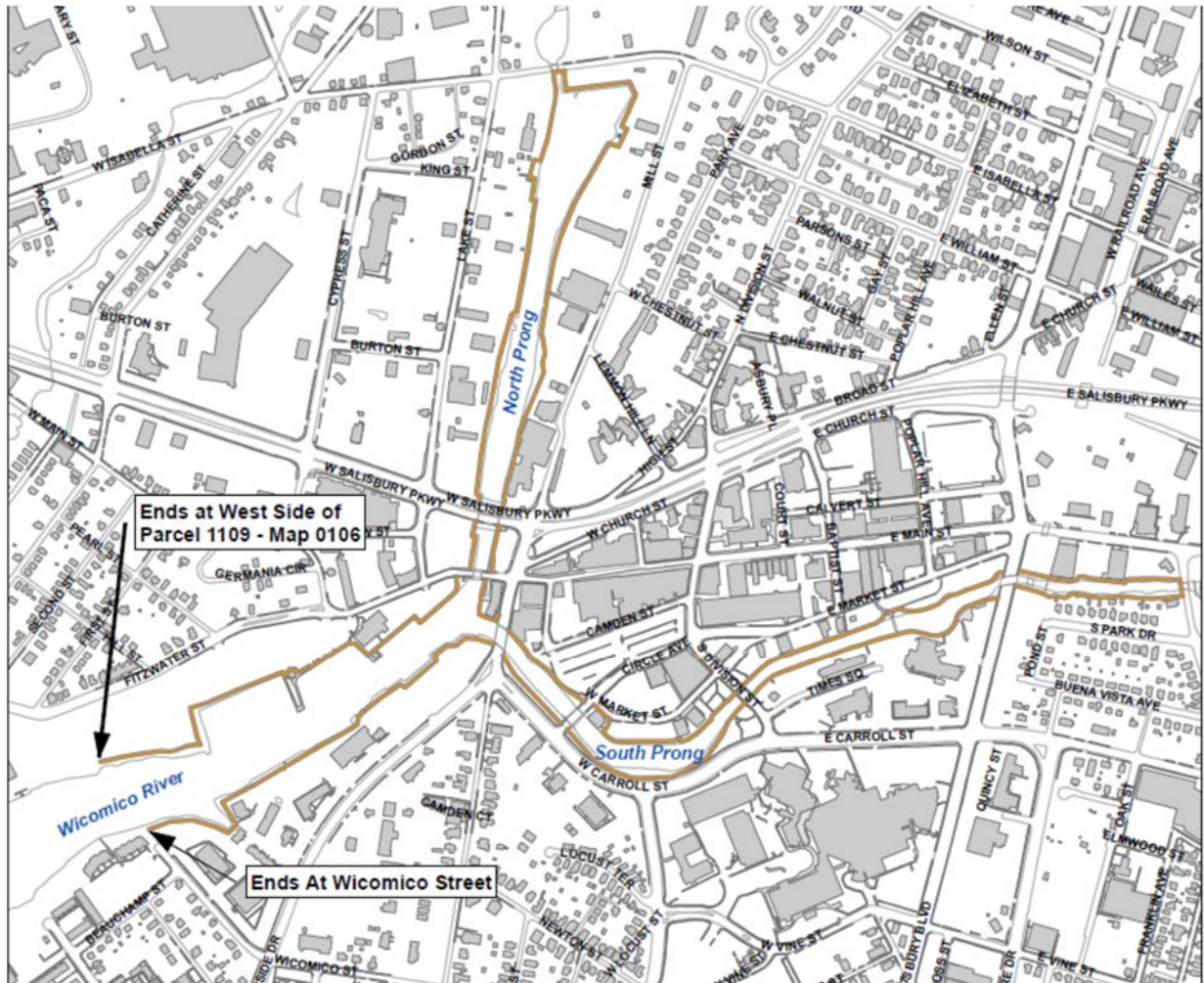
20. Applicants must agree to begin construction, having met all other requirements to receive a building permit, no later than 1 year after the date that the City Council formally adopts the Resolution consenting to the expenditure of the RCRP funds.
21. Applicants must agree to secure their Certificate of Occupancy, having met all other requirements to do so, no later than 2 years after the date that the building permit is issued.
22. Applicants agree to maintain the property and improvements and otherwise complying with the Municipal City Code of the City of Salisbury.
23. Applicants authorize the City of Salisbury to promote an approved RCRP project including, but not limited to displaying a sign at the site during and after construction, and using photographs and descriptions of the project in its materials and press releases.
24. The City of Salisbury shall have the right to refuse reimbursement to the owner / partner if the City believes the work is unsatisfactory or the construction project is not being completed according to the approved RCRP application.
25. The City of Salisbury will not reimburse applicants for more than the approved amount should the scope of work and/or costs increase due to unforeseen circumstances.
26. Applicants who have been awarded a RCRP grant in the past may apply for funds again for an additional eligible property, however applicants who have never been awarded RCRP funds before will be given preferential consideration.

### **Reimbursement Process**

- 1) Documentation for all eligible costs (paid invoices, cancelled checks, and any other requested documentation) must be submitted within 90 days following completion of construction.
- 2) Properties must be current on all City, County and State property and income taxes. All payments will be suspended unless and until the property's owners and tenants are current on all City, County and State property and income taxes.
- 3) **The total amount of the reimbursement will be limited to the original approved estimate.** Cost overruns on the project will not be reimbursed.
- 4) **All applicants must be aware that RCRP grant funds are awarded on a reimbursement basis only.** Grantees must have sufficient funds available to allow them to expend those funds on project expenses, provide the City with copies of paid invoices, cancelled checks, and any other requested documentation, and then wait to be reimbursed for those expenditures. This is a lengthy process, so applicants must be aware that this is a condition of the award.

## **Exhibit 1**

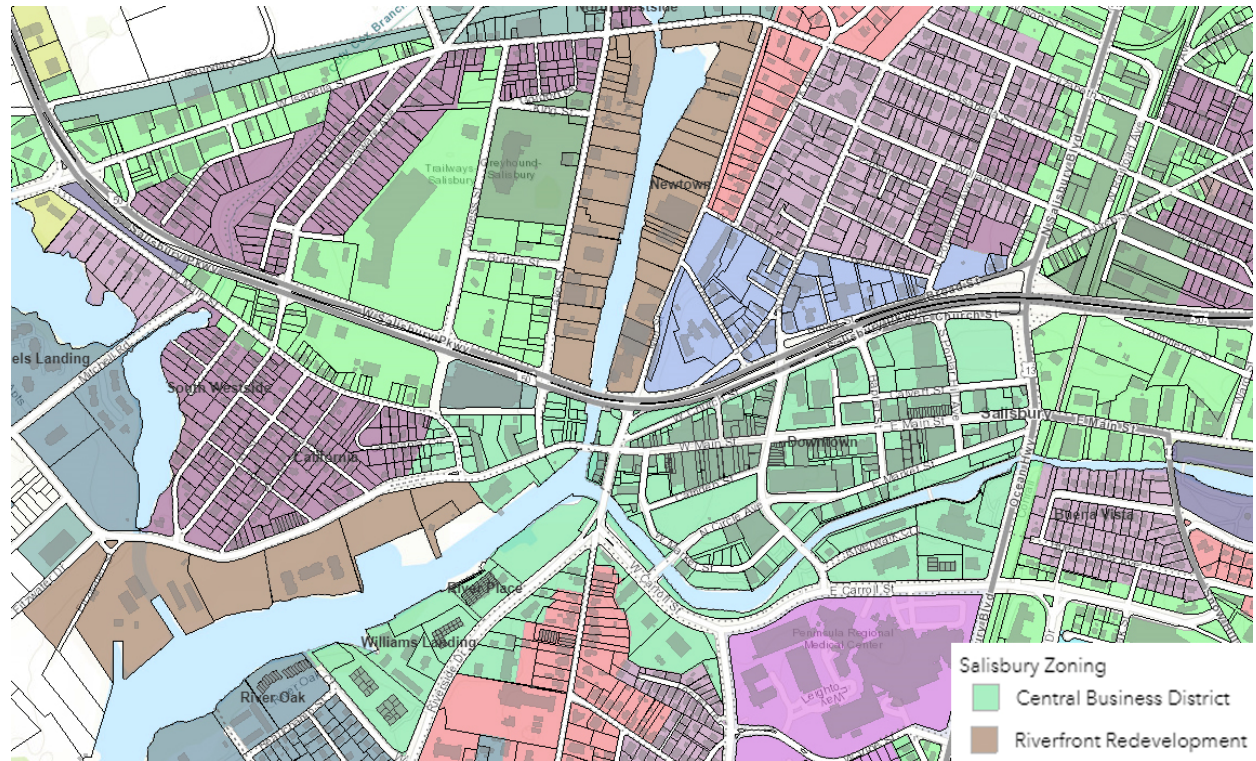
### Proposed Extent of Riverwalk in Riverfront Redevelopment Districts and Central Business District



Brown line denotes the location of the proposed Riverwalk.

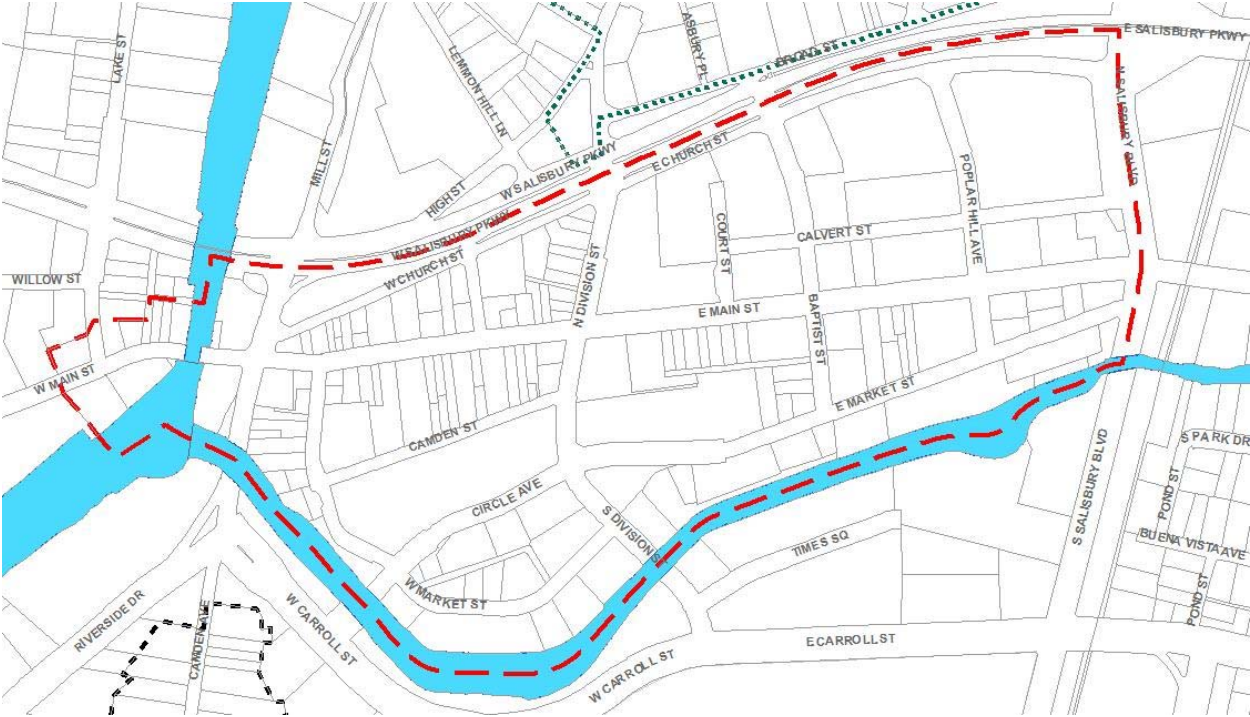
**Exhibit 2**

Zoning Map showing Riverfront Redevelopment Districts #1 and #2 and Central Business District



**Exhibit 3**

**Downtown Historic District**



Salisbury's Downtown Historic District is denoted as the area within the red dashed-line boundaries.





**City of Salisbury**  
**Riverwalk Construction Reimbursement Program**  
**Application – 20\_\_\_\_\_**

General Information

Application Date: \_\_\_\_\_

Legal Name of Business:

\_\_\_\_\_

Address of Property:

\_\_\_\_\_

Legal Description of Property:

\_\_\_\_\_

Name of Business Owner:

\_\_\_\_\_

Home Address of Business Owner:

\_\_\_\_\_

Business Owner Telephone #: \_\_\_\_\_

Business Owner E-mail address: \_\_\_\_\_

Name of Property Owner:

\_\_\_\_\_

Home Address of Property Owner:

\_\_\_\_\_

Property Owner Telephone #: \_\_\_\_\_

Property Owner E-mail address: \_\_\_\_\_

Project Narrative

1) Brief history of the site / building:

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2) General description of the proposed project:

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3) Property ownership structure:

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4) Does this project conform to the City's adopted Downtown Master Plan and Urban Greenway Master Plan? How does this project meet the goals of the Downtown Master Plan?

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5) How does this project align with the RCRP priorities?

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6) Clear description of the eligible public benefits of the project.

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7) Clear description of expenditures / costs related to the requested reimbursement amount.

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8) Total Square Footage of the Building(s): \_\_\_\_\_

9) Use Mix: Type of Use / Percentages:

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10) Description of on- or off-site or associated additional projects, if applicable.

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11) Description of public or tenant accessible amenities, if applicable.

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12) Description of how the project demonstrates environmental stewardship.

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Check any other incentives / programs that have been applied for.

- Enterprise Zone
- Rise Zone
- Revolving Loan Program
- Community Legacy Grant
- SD/SGIF Grant
- Other City/County/State/Federal Grant
- Other Tax incentives
- Energy use incentives
- Other Public investment

I, the applicant, have read and understand the Riverwalk Construction Reimbursement Program (RCRP) guidelines, and I agree to abide by the general conditions as set forth in this application. I further understand that if I am awarded reimbursement grant funds I will be required to enter into a Program Agreement with the City of Salisbury.

Signature of Business Owner: \_\_\_\_\_

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

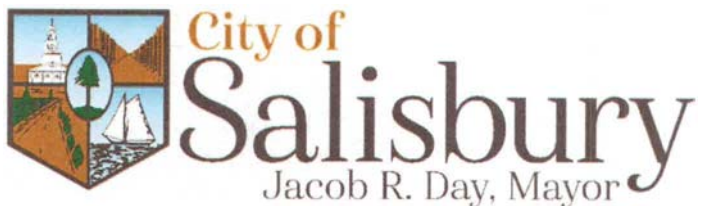
Date: \_\_\_\_\_

Signature of Property Owner (if different from Business Owner):

Signature of Property Owner: \_\_\_\_\_

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

Date: \_\_\_\_\_



February 27, 2019

TO: Julia Glanz  
FROM: Colonel David Meienschein  
SUBJECT: Ordinance - Budget Amendment

The Salisbury Police Department received a check in the amount of \$21,747.01 from Witmer Public Safety Group for 72 handguns that were sold.

SPD requests that these funds be transferred to the SPD Police Services Buildings Account, 21021-534301 to be used to repair the moisture barrier along the foundation of the Salisbury Police Department.

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



David Meienschein  
Assistant Chief of Police

ORDINANCE NO. 2534

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY19 GENERAL FUND BUDGET TO APPROPRIATE FUNDS RECEIVED FROM WITMER PUBLIC SAFETY GROUP FROM THE SALE OF HANDGUNS TO BE USED TO REPAIR THE MOISTURE BARRIER ALONG THE FOUNDATION OF THE SALISBURY POLICE DEPARTMENT.

WHEREAS, on October 16, 2017 the Salisbury Police Department (SPD) traded-in 72 previously issued police officer duty handguns; and

WHEREAS, these handguns are further described as:

- 49 – Glock, Model 21, Semi Auto 45 Fixed Sight  
Serial# CWK267US, DMM800US, GHT978, EDD917US, WG617US, WG628US, GHT979, GKW653, WG633US, WG603US, CGU965US, DMM799US, WG627US, WG600US, WG638US, WG622US, CWK269US, APC816US, WH472US, BSG832US, GHT981, KHR698, GKW656, GKW652, DMM801US, CGU960US, CGU962US, HYM872, VGA938, VGA937, GKW655, SAU248, VGA935, HYM873, SAU247, AFP917US, AWE975US, G20231, WG645US, AWE796US, G20232, BAE070US, BSG834US, WH477US, BWP521US, WG602US, WG613US, APC818US, WH479US
- 12 – Glock, Model 21SF, Semi Auto 45  
Serial# NTE332, XHL088, XHL081, NPM895, XHL087, XHL084, XHL089, LSF851, XHL080, LSF852, NTE334, TSD996
- 5 – Glock, Model 36, Semi Auto, 45  
Serial# NKX941, NKX943, HXH884, NKX942, NKX945
- 4 – Glock, Model 19 Semi Auto, 45  
Serial# WV765US, WV768US, AGD156US, WV767US
- 1 – Glock, Model 19C Semi Auto, 9mm  
Serial# KDG397
- 1 – Glock, Model 26, Semi Auto, 9mm  
Serial# BTP990US

WHEREAS, the aforementioned 72 handguns were sold to Witmer Public Safety Group in the amount of \$21,747.01; and

WHEREAS, SPD received payment from Witmer Public Safety Group for the handguns on November 20, 2018; and

WHEREAS, SPD is requesting these funds be transferred to the SPD Building Maintenance Account, 21021-534301 in the amount of \$21,747.01; and

WHEREAS, SPD will utilize the funds appropriated from the sale of these handguns to make necessary repairs along the foundation of the Salisbury Police Department; and



49 WHEREAS, additional funds needed to complete the repairs will be taken from SPD  
50 surplus funds available from vacant salary positions; and

51  
52 WHEREAS, the moisture barrier along the foundation of SPD has been identified as in  
53 need of repair in order to prevent water seepage and eventual degradation of the foundation; and

54  
55 WHEREAS, once the project is completed, the project will be removed from the SPD  
56 Capital Improvement Plan.

57  
58 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY  
59 OF SALISBURY, MARYLAND that the City's Fiscal Year 2019 General Fund Budget is  
60 hereby amended as follows:

- 61  
62 1) Increase General Fund (01000-469200) by \$21,747.00  
63 2) Increase the Police Department budget by \$21,747.00  
64

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

67  
68 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
69 Salisbury held on this \_\_\_\_\_ day of \_\_\_\_\_ 2019, and thereafter, a statement of  
70 the substance of the Ordinance having been published as required by law, was finally passed by  
71 the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

72  
73 ATTEST:

74  
75 \_\_\_\_\_  
76 Kimberly R. Nichols, City Clerk

75 \_\_\_\_\_  
76 John R. Heath, President  
77 Salisbury City Council

78  
79 Approved by me this \_\_\_\_\_ day of \_\_\_\_\_ 2019

80  
81 \_\_\_\_\_  
82 Jacob R. Day., Mayor



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

To: Julia Glanz, City Administrator  
From: Amanda H. Pollack, P.E., Director of Infrastructure & Development *AP*  
Date: March 7, 2019  
Re: Budget Amendment – MDOT Reimbursement Funds

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The Department of Infrastructure & Development is requesting consideration for a budget amendment to move funds to an operating account from a revenue account. The City recently received a reimbursement payment from MDOT-SHA for the Citywide Resurfacing Program which is eligible for reimbursement from MDOT-SHA under the State-Aid Program. As the Department of Infrastructure & Development wishes to use the reimbursed funds to continue and expand the Resurfacing and Concrete Repair Programs this year it is requested that these funds be moved into the Citywide Street Maintenance Account, 31000-534318. The current value of the reimbursement funds is \$123,864.47.

Unless you or the Mayor have further questions, please forward a copy of this memo and the ordinance to the City Council.

ORDINANCE NO. 2535

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE FY19 BUDGET TO APPROPRIATE FUNDS FOR STREET RESURFACING AND CONCRETE REPAIR.

WHEREAS, the City of Salisbury Department of Infrastructure and Development has completed paving and concrete repair projects throughout the City that are eligible for reimbursement from MDOT-SHA; and

WHEREAS, the City has received a reimbursement from MDOT-SHA in the sum of \$123,864.47; and

WHEREAS, the Department of Infrastructure and Development seeks to reimburse the operating account from which the original appropriation was budgeted in order to continue the Citywide Paving and Concrete Programs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City’s Fiscal Year 2019 budget is hereby amended as follows:

1. Increase the MDOT Reimbursements (01000-424202) budget by \$123,864.47
2. Increase the Citywide Street Maintenance (31000-534318) budget by \$123,864.47

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the \_\_\_ day of \_\_\_\_\_ 2019, 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 \_\_\_\_\_ 2019.

ATTEST:

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

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

APPROVED BY ME THIS:

\_\_\_\_\_ day of \_\_\_\_\_ 2019

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