



CITY OF SALISBURY CITY COUNCIL AGENDA

JUNE 22, 2020

6:00 p.m.

ZOOM MEETING

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS
- 6:02 p.m. SILENT MEDITATION
- 6:03 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:04 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols
- **June 1, 2020** Work Session Minutes
 - **June 1, 2020** Special Meeting Minutes
 - **June 8, 2020** Council Meeting Minutes
 - **Resolution No. 3041**- declaring that ApartmentSmart.com, Inc is eligible to receive Enterprise Zone benefits for property located at 207 E. Market Street, Salisbury, Maryland
- 6:08 p.m. AWARD OF BIDS – Procurement Director Jennifer Miller
- Award of Bid, ITB 20-117, Gordy Road Water Main Extension Construction
 - Award of Bid, ITB 20-132, International HV513 Dump Truck
 - Award of Bid, RFP 20-107, Gordy Road Water Main CA & Inspection
 - Award of Bid, ITB 20-133, Three (3) Ford F350 Utility Vehicles
- 6:15 p.m. RESOLUTION – City Administrator Julia Glanz
- **Resolution No. 3042**- authorizing the Capacity Fee of the City's Connection Charge to be waived for the development of 206 East Market Street
- 6:18 p.m. ORDINANCES – City Attorney Mark Tilghman
- **Ordinance No. 2601**- 2nd reading - approving a budget amendment of the FY2020 General Fund to appropriate funds for Attorney Fees
 - **Ordinance No. 2602**- 2nd reading- approving an amendment of the City's Water Sewer Capital Project Fund Budget to reallocate funding for the Gordy Road Water Main Extension Project
 - **Ordinance No. 2603**- 2nd reading- authorizing the Mayor to enter into a contract with

the Bureau of Justice Assistance for the purpose of accepting grant funds in the amount of \$15,000, and approving a budget amendment to the FY2020 Grant Fund to appropriate funds for offsetting remote camera equipment

- **Ordinance No. 2604**- 2nd reading- accepting grant funds from the Maryland State Office of Crime Prevention, Youth, and Victim Services in the amount of \$24,200.00 under the FY20 Police Recruitment and Retention Program (PRAR) and amending the FY2020 Grant Fund Budget to appropriate these grant funds for payment of retention bonuses to eligible Salisbury Police Officers
- **Ordinance No. 2605**- 1st reading- to accept a donation and to approve a budget amendment of the FY21 General Fund budget to appropriate funds received from the Delmarva Power & Light Company for the City of Salisbury COVID-19 Micro-grant program
- **Ordinance No. 2606**- 1st reading- accepting grant funds from the Department of Housing and Community Development, a principal department of the State of Maryland and amending the FY2020 budget to allow for the transfer of up to \$24,494.66 of the funds to the Salisbury Arts and Entertainment District, Inc. c/o the Salisbury Folk Festival for processing of approved categorized expenditures consistent with the grant in connection with the Folk Festival and to allow for the expenditure of \$12,505.34 for the COVID-19 Micro-grant fund program
- **Ordinance No. 2607**- 1st reading- authorizing the Mayor to sign the grant agreement and accept a grant from the Chesapeake Bay Foundation for the purpose of a tree canopy study and approving an amendment of the FY21 budget to allocate said funds for purposes of implementation

6:40 p.m. PUBLIC COMMENTS

6:45 p.m. ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk's Office, Room 305– City/County Government Office Building, 410-548-3140 or on the City's website www.salisbury.md. 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 – JULY 13, 2020

- **PUBLIC HEARING- Resolution No. 3033**- 1305 S Division St Annexation and **Resolution No. 3034**- Annexation Plan
- **Ordinance No. 2605**- 2nd reading- to accept a donation and to approve a budget amendment of the FY21 General Fund budget to appropriate funds received from the Delmarva Power & Light Company for the City of Salisbury COVID-19 Micro-grant program
- **Ordinance No. 2606**- 2nd reading- accepting grant funds from the Department of Housing and Community Development, a principal department of the State of Maryland and amending the FY2020 budget to allow for the transfer of up to \$24,494.66 of the funds to the Salisbury Arts and Entertainment District, Inc. c/o the Salisbury Folk Festival for processing of approved categorized expenditures consistent with the grant in connection with the Folk Festival and to allow for the expenditure of \$12,505.34 for the COVID-19 Micro-grant fund program
- **Ordinance No. 2607**- 2nd reading- authorizing the Mayor to sign the grant agreement and accept a grant from the Chesapeake Bay Foundation for the purpose of a tree canopy study and approving an amendment of the FY21 budget to allocate said funds for purposes of implementation

Join Zoom Meeting

<https://us02web.zoom.us/j/86205079923>

Meeting ID: 862 0507 9923

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+13017158592,,86205079923# US (Germantown)

+13126266799,,86205079923# US (Chicago)

Posted 6/18/20

CITY OF SALISBURY
WORK SESSION (VIA ZOOM MEETING)
JUNE 1, 2020

Public Officials Present

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

Mayor Jacob R. Day
Councilwoman Michele Gregory

Public Officials Absent

Council Vice-President Muir Boda

In Attendance

Deputy City Administrator Andy Kitzrow, Business Development Director Laura Soper, Department of Infrastructure and Development (DID) Director Amanda Pollack, Permits and Inspections Manager William Holland, City Annexation Consultant Michael Sullivan, City Attorney Mark Tilghman, and City Clerk Kimberly Nichols

On June 1, 2020 the Salisbury City Council convened in a Work Session at 5:30 p.m. following the 4:30 p.m. Special Meeting. The following is a synopsis of the topics discussed:

Transitioning 1/4 of Revolving Loan Funds into a Downtown COVID-19 Emergency Microgrant Fund

Business Development Director Laura Soper explained the COVID-19 Emergency Microgrant was created to assist the Downtown businesses negatively affected by the COVID-19 pandemic. First priority for funding would be given to businesses that were mandated to fully close such as non-essential retail, salons, etc. (Tier 1). If funds were still available after the Tier 1 businesses applied, secondary businesses impacted by partial shutdowns could apply and potentially receive funding. She said the City’s Revolving Loan account balance was \$279,552 and her proposal would use ¼ of the funds (\$69,888) for the program. The grants would be available on a lottery basis for qualified Downtown businesses within the Revolving Loan map area for up to \$2,300 per application.

Ms. Soper discussed the program guidelines and process by which the businesses could apply.

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

Budget amendment for Gordy Road Water Main

DID Director Amanda Pollack reported the City recently bid the Gordy Road Water Main Extension construction and related RFP for Construction Administration and Inspection. She explained the Gordy Road Water Main extension project was a critical project to loop the City's water system on the eastern side of the City and to provide redundancy in the distribution system. DID was unable to find opportunities to value engineer to reduce the scope of work because the scope was relatively straightforward. The project came in over the \$2 million budget with bids ranging from \$2.1 million to \$3.6 million.

To fund the project, Ms. Pollack requested reallocating unused lawsuit proceed funds in the Fitzwater Lift Station account. The lift station was under construction and above normal levels of contingency funding. The \$300,000 budget amendment would provide for the bid plus contingency for both the construction bid and the Construction Administration and Inspection proposal.

Council reached unanimous consensus to move forward with the budget amendment.

1305 S. Division Street Annexation Plan (old Skateland property)

Permits and Inspections Manager William Holland reported on the annexation request for the former Skateland property, currently home to Mitchell's Martial Arts, Classic Cakes, and many other small businesses. The request to annex the approximate three acres was made due to their need to connect to City water and sewer. On May 16, 2019 the Salisbury-Wicomico Planning Commission forwarded a favorable recommendation to Mayor and Council for the property to be zoned General Commercial upon annexation.

Mr. Holland discussed the annexation's fiscal impact to the City. Annexed land immediately became subject to real property tax levied by the City. The Maryland State Department of Assessment and Taxation assessed the value of the property at \$1,665,000 and at the current real property tax rate the City could expect annual revenue from taxes to be approximately \$16,650. The cost to bring the property into the City was approximately \$12,000 and would have a net positive income of approximately \$4,500. He reported the City also charged user fees, capacity fees and impact fees. Approximately (31) EDUs would be required to serve the users water and sewer at the property. Since the current Capacity Fee was \$3,533.00 per Equivalent Dwelling Unit (EDU), the City would receive the one-time Connection Fee payment in the amount of \$109,523. Additionally, the petitioner agreed to install sidewalks along the full public road frontage and to pay \$27,304.25 upon the expiration of 365 days after the effective date of the annexation resolution.

City Annexation Consultant Michael Sullivan reported Mr. Bret Davis, owner of the property and president of the condo association in charge of the maintenance was in the Zoom meeting. Mr. Sullivan discussed the Annexation Agreement and scope of the annexation, which he said was a much more comprehensive annexation than those usually brought into the City, not due to the size of the property but because it had (31) different tax assessments to benefit the City through Personal Property taxes and other business fees. He said the developer wished to annex because the waste water connection to the property needed addressing in order to facilitate the business concerns.

Mr. Davis said he sought annexation because of the needs of Mitchell's Martial Arts. Their camp housed up to 300 children and ran off of two septic systems, which were pumped every two weeks. He volunteered to have the sidewalk installed and to install new LED street lights with panels to ensure it was well lit. Mr. Davis said the initial EDU count was based on the number of tax assessments, and there were eight or nine storage buildings at the rear of the property, each a tax assessed unit. He noted the EDU count should be closer to 22 or 23, and the City would still make a very large amount off of the annexation. When they did the first set of revisions he noticed the number and other modifications that would eventually be made. He told Council that his property was currently an enclave, and knew that removing enclaves in the City was important. He was also hopeful to be a part of the City.

Mr. Sullivan said if the number of EDUs was something other than 31, it was coincidental that it turned out to be the same number of tax assessed properties. It was the EDU calculation shown on the first page of the site detail - sixteen for the school and fifteen for retail. If the calculations changed he wanted to ensure that the site plan was changed.

Regarding the EDUs, Ms. Pollack said that Mr. Davis was not currently requesting a waiver.

Council reached unanimous consensus to advance the project forward.

Comprehensive Connection Charges Discussion

DID Director Amanda Pollack informed Council that the topic was currently for discussion and there would have to be numerous meetings and discussions before legislation was introduced. She reported in 2018 the City hired a consultant to examine water, sewer, and comprehensive connection charges. After receiving the report, the City addressed water and sewer rates. This discussion was to ensure the connection charges were equitable and the City was providing incentives for growth in the right area. Over the years, the City's connection charges have been confusing. The way capacity fees were currently in the Code was based off a ten-year Capital Improvement Plan (CIP). These fees were last addressed in 2013 when the last CIP was passed.

Ms. Pollack said the consultant proposed an equity-based fee to replace capacity fees and central system line fees. For new developers it would still be a growth piece for growth concept, but they would be buying into the system at a rate taking into the account the value of the existing system. There was a "value" of both the water system and the sewer system, and would still have a water component and a sewer component. She discussed the equation for calculating connection fees (subtract any current debt or grants that paid for the system from the value of the system, divide by the capacity of the system in EDUs). Since they were looking at water and sewer separately, they were looking at two different capacities. She explained on the water side, the Water Appropriations Permit provided the amount of water they could withdraw during the year. The average was 7.67 million gallons per day allowing for provisions for higher months. For wastewater, the City's new wastewater plant was rated at 8.5 million gallons per day. They converted the values to EDUs where one single family house was one EDU and approximately 250 gallons per day. Based on the calculation and adjusting to this year using inflation, a water connection fee would be \$5,058 and a sewer connection fee would be \$4,688. The total connection fee per EDU would be \$9,746. The fee system would be simplified by having one connection fee rather than several confusing fees. It would be based on the system's infrastructure with the existing equity and capacity built into the system. Capacity Fees were only used for capacity-based projects. With the proposed structure, fees could be used for any type of infrastructure project. Ms. Pollack noted the fee amount was quite a bit more than just a Capacity Fee which currently was \$3,522 per EDU. She discussed the incentive programs which focused growth in areas which the City desired growth and acknowledged it was not the best time in the economy to increase fees.

Ms. Pollack also discussed the Sewer Connection and Water Tap Fee which reimbursed the City when Utilities and Field Operations installed a Sewer Lateral. She said what the City currently called a connection fee should be renamed Sewer Lateral and Water Meter Tap Fee. This was a more literal name and would only apply if they did that work.

136
137 It was Utilities' preference that an outside contractor be used, however they were set up still to be
138 reimbursed. The way it was phrased was that Utilities would provide an estimate on the work and
139 charge for the actual work.

140
141 Additionally, Ms. Pollack reported DID wanted to change the name of the Facility Fee to the
142 Infrastructure Reimbursement Fee to reimburse for infrastructure already placed in developments.

143
144 President Heath suggested ending the discussion at this point, as the information was a lot to absorb
145 after a long meeting. He asked that it be placed first on the next Work Session.

146
147 This discussion was for Council's informational purposes, and no consensus or vote was taken.

148
149 **Ordinance- FY20 General Fund Budget Amendment for Attorney Fees**

150
151 Ms. Glanz reported the Salisbury Legal Department was requesting an additional \$45,000 to their
152 FY2020 budget. The increase was mainly due to the time-consuming work related to the Company
153 No. 1 lawsuit. There have been additional costs for depositions transcripts and records that were
154 subpoenaed from banks related to this case. Some of these costs are shared with LGIT, but the large
155 majority of them belonged to the City.

156
157 City Attorney Mark Tilghman said Legal always budgeted at the lower amount, but the bulk of the
158 request was for the Company No. 1 lawsuit, which unfortunately was delayed due to the COVID-19
159 pandemic. His office also experienced an unanticipated additional workload due to the pandemic.
160 The budget amendment would carry Legal through the end of June 2020.

161
162 Council reached unanimous to advance the budget amendment to legislative agenda.

163
164 **Council Remarks**

165
166 Ms. Gregory said that earlier in the day she received information on a tenant who was threatened
167 with eviction, and she has heard of numerous others who have been threatened. She added, "Black
168 Lives Matter." She hoped everyone was wearing their masks.

169
170 Ms. Blake asked those who were healthy enough to donate blood, and told Mayor Day he would be
171 back sooner than everyone would think.

172
173 **Adjournment**

174
175 With no further business to discuss, the Work Session adjourned at 6:12 p.m.

176
177 _____
178 City Clerk

179
180 _____
181 Council President

CITY OF SALISBURY, MARYLAND

SPECIAL MEETING via ZOOM

JUNE 1, 2020

PUBLIC OFFICIALS PRESENT

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

*Mayor Jacob R. Day
Councilwoman Michele Gregory*

PUBLIC OFFICIALS ABSENT

Council Vice-President Muir Boda

IN ATTENDANCE

City Administrator Julia Glanz, City Clerk Kimberly Nichols, City Attorney Mark Tilghman, and interested City employees and citizens.

The City Council convened in a Special Meeting via Zoom on June 1, 2020. President Heath called the meeting to order at 4:30 p.m. followed by a moment of silent meditation.

SPECIAL PRESENTATION

Mayor Jacob R. Day expressed understanding and appreciation for those expressing themselves. Earlier in the day at Salisbury University there was a peaceful gathering expressing solidarity with our brothers and sisters who have been victimized.

Mayor Day presented the National Gun Violence Awareness Day proclamation, which marked the 6th annual observance to remember victims and survivors of gun violence. This memorial was inspired by a group of Hadiya Pendleton’s friends to honor her memory after she was tragically shot and killed two weeks after marching in the January 2013 Presidential Inaugural Parade. Hadiya’s friends asked their classmates to commemorate her life by wearing orange to symbolize the value of human life because hunters wear orange to announce themselves to other hunters when out in the woods, alerting them not to shoot. Wearing orange on June 5, 2020 would help Americans raise gun violence awareness.

Mayor Day proclaimed June 5, 2020 as National Gun Violence Awareness Day and urged all citizens to support their communities’ efforts to prevent the tragic effects of gun violence and to honor the lives of gun violence victims and survivors, as human life is valuable and priceless.

Mayor Day greeted Nancy Osborne of Moms Demand Action for Gun Sense who was present during the Zoom presentation. She thanked Mayor Day for the proclamation and asked everyone to wear orange over the weekend to commemorate National Gun Violence Awareness Day.

46 **ADOPTION OF LEGISLATIVE AGENDA**

47
48 *Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous (4-0 vote) to approve the*
49 *Special Meeting agenda as presented.*

50
51 **ORDINANCE** – presented by City Attorney Mark Tilghman

- 52
53 • **Ordinance No. 2599**- 2nd reading- to amend Chapter 15.26 Rental Of Residential
54 *Premises of the Salisbury City Code by adding Subsection 15.26.035 Rent Increases*
55 *Barred During States Of Emergency and authorizing the Mayor to issue such executive*
56 *orders as are necessary to protect tenants from abuse*

57
58 *Ms. Blake moved, Ms. Jackson seconded, and the vote was 3-1 to approve Ordinance No.*
59 *2599 for second reading. President Heath voted “nay.”*

- 60
61 • *Ordinance No. 2600- 1st reading- approving a budget amendment of the FY2020 General*
62 *Fund to appropriate funds for Frontline Worker Stipend*

63
64 *Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous (4-0) to approve*
65 *Ordinance No. 2600 for first reading.*

66
67 **COUNCIL COMMENTS**

68
69 *President Heath thought the only issue was the duration of when the legislation would go into*
70 *effect and thought a time period should be inserted. Councilwomen Blake, Gregory and Jackson*
71 *supported the legislation as written and agreed it did not overwrite Maryland law.*

72
73 **PUBLIC COMMENTS**

74
75 *Four members of the public provided the following comments:*

- 76
77 • *In reference to Ordinance No. 2599, SAPOA found no truth to illegal evictions and did*
78 *not know what the City was talking about. Asked who the landlords and tenants were.*
79 *This all began with a fee, and now we are here. SAPOA should have been asked to be*
80 *part of the conversation. The City had a duty to justify the emergency legislation.*
81 • *Commended the City Council on passing the legislation because renters needed someone*
82 *to speak for them. She thanked Mayor Day for the June 5 Gun Violence Awareness Day*
83 *proclamation and asked the City to oppose the 2nd Amendment Sanctuary Resolution that*
84 *Wicomico County was supporting. Gun owner’s rights were currently protected, and her*
85 *organization was not against legitimate gun owners.*
86 • *This legislation was unprecedented. Once the State of Emergency has been lifted there*
87 *will be a 90-day period of time. It should include language stating tenants will be given a*
88 *payment plan if they are impacted by COVID-19.*
89 • *Concerned that Ordinance No. 2599 contained no language regarding the COVID-19*

90 *emergency.*

91

92 *With no further business to discuss, the Special Meeting adjourned at 5:30 p.m.*

93

94 _____

95 *City Clerk*

96

97 _____

98 *Council President*

CITY OF SALISBURY, MARYLAND

REGULAR MEETING via Zoom

JUNE 8, 2020

PUBLIC OFFICIALS PRESENT

*President John “Jack” R. Heath
Council Vice-President Muir Boda
Councilwoman Michele Gregory*

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

PUBLIC OFFICIALS ABSENT

Councilwoman April Jackson

IN ATTENDANCE

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Business Development Director Laura Soper, Procurement Director Jennifer Miller, Field Operations Director Tom Stevenson, City Attorney Mark Tilghman, City Clerk Kimberly Nichols, other City staff and interested citizens.

MEDITATION – PLEDGE OF ALLEGIANCE

The City Council met in regular session at 6:00 p.m. via a Zoom Meeting. Council President John R. Heath called the meeting to order followed by a moment of silent meditation.

PROCLAMATION – LGBTQ PRIDE MONTH

City Administrator Julia Glanz presented the LGBTQ Pride Month proclamation, as June has become a symbolic month in which lesbian, gay, bisexual, and transgender persons and their supporters come together to celebrate pride. Salisbury was scheduled to host its first Pride Parade and Festival this month but it has been rescheduled due to COVID-19 restrictions.

Ms. Glanz proclaimed June 2020 LGBTQ Pride Month in the City and asked everyone to reflect on ways to live and work together with a commitment to mutual respect and understanding as the City recognized Pride Month by flying the Rainbow Flag on the Downtown Plaza during the month of June.

ADOPTION OF LEGISLATIVE AGENDA

Mr. Boda moved, Ms. Blake seconded, and the vote was unanimous (4-0) to approve the legislative agenda as presented.

CONSENT AGENDA – presented by City Clerk Kimberly Nichols

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

48

- May 18, 2020 Work Session Minutes
- May 22, 2020 Special Meeting Minutes
- May 26, 2020 Council Meeting Minutes
- May 26, 2020 Work Session Minutes
- Resolution No. 3039- approving the appointment of Stephen Feliciano to the Human Rights Advisory Committee for the term ending May 2024

49

50 **AWARD OF BIDS** – presented by Procurement Director Jennifer Miller

51

52 The Award of Bids, consisting of the following items, was unanimously approved on a 4-0 vote on a
53 motion by Mr. Boda that was seconded by Ms. Gregory:

54

- | | | |
|----|---|------|
| 55 | • Declaration of Surplus, Aquatic Harvester | 0.00 |
| 56 | • Declaration of Surplus, Various SPD items | 0.00 |
| 57 | • Declaration of Surplus, SFD Turnout Gear | 0.00 |

58

59 President Heath asked if the City could ask the distributor of the Aquatic Harvester to take the vessel back to
60 re-sell it since it had only been in the water one time. Ms. Miller would look into the matter; however, the
61 City had owned it for two years. President Heath said for this to happen with such a specialty piece of
62 equipment, he hoped the City had learned to research any new equipment thoroughly before purchasing.

63

64 **SOUTH DIVISION STREET - S. DIV. St. CONDO ANNEXATION RESOLUTIONS** – presented
65 by City Administrator Julia Glanz

66

- Resolution No. 3033- proposing the annexation to the City of Salisbury of a certain area of
68 land contiguous to and binding upon the southeasterly corporate limit of the City of
69 Salisbury to be known as the “South Division Street-S. Div. St. Condo Annexation”
70 beginning for the same at a point on the existing corporate limit, said point lying on the
71 easterly right of way line of South Division Street and also being the northwesterly corner of
72 the lands of South Division Street Condominium continuing around the perimeter of the
73 affected property to the point of beginning, containing all of Map 048-Parcel 0217 and
74 consisting of approximately 3.03 acres of land

75

76 Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to approve
77 Resolution No. 3033.

78

- Resolution No. 3034- to adopt an annexation plan for a certain area of land contiguous
80 to and binding upon the southeasterly corporate limit of the City of Salisbury to be known
81 as the “South Division Street-S. Div. St. Condo Annexation” beginning for the same at a
82 point on the existing corporate limit, said point lying on the easterly right of way line of
83 South Division Street and also being the northwesterly corner of the lands of South
84 Division Street Condominium continuing around the perimeter of the affected property to
85 the point of beginning, containing all of Map 048-Parcel 0217 and consisting of
86 approximately 3.03 acres of land

87

88 Mr. Boda moved, Ms. Blake seconded, and the vote was unanimous (4-0) to approve
89 Resolution No. 3034.

RESOLUTION – presented by City Administrator Julia Glanz

- **Resolution No. 3040**- transitioning sixty- nine thousand eight hundred eighty eight dollars (\$69,888.00) from the Revolving Loan Fund to a micro-grant program to aid small businesses in the wake of the COVID-19 pandemic

Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to approve Resolution No. 3040.

FY21 BUDGET ORDINANCES – presented by City Attorney Mark Tilghman

- **Ordinance No. 2593**- 2nd reading- appropriating the necessary funds for the operation of the Government and Administration of the City of Salisbury, Maryland for the period July 1, 2020 to June 30, 2021, establishing the levy for the General Fund for the same fiscal period and establishing the appropriation for the Water and Sewer, Parking Authority, City Marina, and Storm Water Funds

Mr. Boda moved and Ms. Blake seconded to approve Ordinance No. 2593.

Mr. Boda moved, Ms. Blake seconded and the vote was unanimous to amend Ordinance No. 2593 for second reading as read by Mr. Tilghman.

Ordinance No. 2593, as amended for second reading, was approved by unanimous vote in favor, on a 4-0 vote.

- **Ordinance No. 2594**- 2nd reading- to establish that there is no rate change for Water and Sewer rates. It is effective for all bills dated October 1, 2020 and thereafter unless and until subsequently revised or changed

Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2594 for second reading.

- **Ordinance No. 2595**- 2nd reading- to set fees for FY2021 and thereafter unless and until subsequently revised or changed

Mr. Boda moved and Ms. Blake seconded to approve Ordinance No. 2595.

Mr. Boda moved, Ms. Gregory seconded and the vote was unanimous to amend Ordinance No. 2595 for second reading as read by Mr. Tilghman.

Ordinance No. 2595, as amended for second reading, was approved by unanimous vote in favor, on a 4-0 vote.

ORDINANCES – presented by City Attorney Mark Tilghman

- 135 • **Ordinance No. 2596**- 2nd reading- approving an amendment of the City's Capital Project
136 Fund budget fund to provide additional funding for the Zoo Administration office space
137 project

138
139 *Mr. Boda moved, Ms. Blake seconded, and the vote was 4-0 to approve Ordinance No.*
140 *2596 for second reading.*

- 141
142 • **Ordinance No. 2597**- 2nd reading- approving a budget amendment of the FY2020
143 General Fund to appropriate funds for building improvements for the Government Office
144 Building

145
146 *Ms. Blake moved, Ms. Gregory seconded, and the vote was 4-0 to approve Ordinance No.*
147 *2597 for second reading.*

- 148
149 • **Ordinance No. 2598**- 2nd reading- to amend the Salisbury Municipal Code by adding
150 Chapter 3.24 concerning a public safety officer real property tax credit

151
152 *Mr. Boda moved, Ms. Gregory seconded, and the vote was 4-0 to approve Ordinance No.*
153 *2598 for second reading.*

- 154
155 • **Ordinance No. 2600**- 2nd reading- approving a Budget Amendment of the FY2020
156 General Fund to appropriate funds for Frontline Worker Stipend

157
158 *Ms. Blake moved, Ms. Gregory seconded, and the vote was 4-0 to approve Ordinance No.*
159 *2600 for second reading.*

160
161 *Council expressed their appreciation for all of those employees who have selflessly*
162 *served every day on the front lines.*

- 163
164 • **Ordinance No. 2601**- 1st reading - approving a budget amendment of the FY2020
165 General Fund to appropriate funds for Attorney Fees

166
167 *Ms. Blake moved, Mr. Boda seconded, and the vote was 4-0 to approve Ordinance No.*
168 *2601 for first reading.*

- 169
170 • **Ordinance No. 2602**- 1st reading- approving an amendment of the City's Water Sewer
171 Capital Project Fund Budget to reallocate funding for the Gordy Road Water Main
172 Extension Project

173
174 *Mr. Boda moved, Ms. Blake seconded, and the vote was 4-0 to approve Ordinance No.*
175 *2602 for first reading.*

176
177 **PUBLIC COMMENTS**

178
179 *There were no requests for Public Comment.*
180

181 **MOTION TO CONVENE IN CLOSED SESSION**
182

183 *At 6:58 p.m. President Heath called for a motion to convene in Closed Session to discuss the*
184 *appointment, employment, assignment, promotion, discipline, demotion, compensation, removal,*
185 *resignation, or performance evaluation of appointees, employees, or officials over whom the public*
186 *body has jurisdiction; or any other personnel matter that affects one or more specific individuals*
187 *as permitted under the authority of State Government Article S 3-305 (b)(1)).*
188

189 *Mr. Boda moved, Ms. Gregory seconded and vote was 4-0 to go into Closed Session via a Zoom*
190 *meeting.*
191

192 **CLOSED SESSION ADJOURNMENT**
193

194 *At 7:26 p.m., upon a motion and seconded by Ms. Blake and Mr. Boda, and approved on a 4-0 vote,*
195 *the Closed Session ended and Council immediately convened in Open Session.*
196

197 *President Heath reported that Council had met in Closed Session to discuss a candidate for a City*
198 *leadership position.*
199

200 *With no further business to discuss, the Legislative Session adjourned at 7:34 p.m.*
201

202 _____
203 *City Clerk*
204

205 _____
206 *Council President*

INTER

OFFICE

MEMO

Office of the Business Development

To: City Council
From: Laura Soper
Subject: Enterprise Zone Eligibility – ApartmentSmart.com, Inc
Date: June 18, 2020

Attached is a copy of the application requesting Enterprise Zone designation for ApartmentSmart.com, Inc that I received from David Layfield. I have reviewed this application and, to the best of my knowledge, this establishment meets all of the qualifications to be so designated. This property is located within the boundaries of the City's Enterprise Zone, and this company has invested more than \$50,000 in the property and/or has hired (or will hire) two or more NEW full time employees since locating in the Enterprise Zone.

I recommend that the City Council adopt the attached resolution designating ApartmentSmart.com, Inc located at 207 E Market Street, eligible to receive the benefits of the Enterprise Zone.

As a reminder, companies that are declared eligible for enterprise zone benefits are able to receive either a one time Income Tax Credit of \$1,000 per new employee hired or a 10 year Property Tax Credit. The purpose of this program is to encourage industries to locate in areas identified as enterprise zones and to reinvest in such properties.

cc: Mayor Day
Julia Glanz
Kim Nichols

Attachments

**Application for Maryland State Enterprise Zone Certification in
Salisbury-Wicomico County, Maryland**

This application will determine whether your business, property, or developer is eligible for Maryland Enterprise Zone tax credits. If determined to be eligible, you will receive a letter from the Enterprise Zone Administrator indicating which tax credit(s) you are eligible to receive.

Applying For:

Income Tax Credit



Real Property Tax Credit _____

Personal Property Tax Credit (Applies only to Focus Area Zones) _____

This Section is to be filled by Local Zone Administrators Only

The Real Property Credit

A ten-year credit against local property taxes is available to companies that locate, expand, or substantially improve business properties in the Enterprise Zone. The property tax credit is equal to 80% of the difference between the base value of the property (the assessment in the year prior to new construction, expansion, or substantial improvement) and the newly assessed value of the property after the investment is made. The property tax credit is 80% for five years. During the last five years, the property tax credit declines 10% annually; the credit is 70%, 60%, 50%, 40%, and 30% respectively. This tax credit is administered to the real property owner in their Property Taxes.

Necessary Qualifications

- Applicant must plan to make a capital investment in its property of \$50,000 or more
- Applicant should be mindful of having a base assessment done before commencing work
- Applicant should apply after receiving all required building permits and before or at the beginning of construction.
- Only commercial properties may apply, any portion of the property devoted to residential use may not receive the credit
- In order to receive a property tax credit for the next taxable year (beginning on July 1 when the tax bill is issued), the local Zone Administrator must certify to the Department of Assessments and Taxation the eligibility of a particular business by no later than the end of the preceding calendar year on December 31st.
- The granting of an Enterprise Zone property tax credit is affected by the timing of the completion of capital improvements, the assessment cycle, and how the improvements are assessed. (I.E. the improvement must change the value of the real property)
- The law states that the credit shall be granted to the "owner" of a qualified property. In cases where a lessee make the capital improvements, the lessees should make a contractual provisions with the owner of the qualified property regarding receipt of the property tax credit.

The State Income Credit

This credit is applied to your state income taxes, and its value is based on the number and type of new employees hired by the business. To receive the credit the business must meet the following:

- Must have hired two or more employees that meet necessary qualifications
- Must have been hired after the date on which the Enterprise Zone was designated or the date on which the business relocated in the Enterprise Zone, whichever is later.
- Must be filling a new position or replacing an employee who was previously certified as economically disadvantaged
- Must have been employed at least 35 hours a week for at least six months
- Must be paid at least 150% of the federal minimum wage throughout his or her employment by a business entity before or during the taxable year for which the entity claims a credit
- Must have spent at least half of his or her working hours in the Enterprise Zone or on activities directly resulting from the business location in the zone
- Must be a new employee or an employee rehired after being laid off by the business for more than one year

There are two types of income tax credits. If the employee is not economically disadvantaged, you may qualify for a one-time credit of \$1,000 per employee. If the employee is economically disadvantaged (as determined by the Maryland Jobs Service), you may take a credit up to \$3,000 of the employee's wages in the first year of employment. The credit is \$2,000 in the second year, and \$1,000 in the third. Once/if you have been certified, you can claim these credits upon filing a Tax Return.

- To be eligible, an applicant must answer all questions in Sections A and B
- If applying for the "Property" tax credit, please complete Section C
- If applying for the "Employment (income)" tax credit, please complete Section D
- If the account is located in Focus Area and you are applying for the "Personal Property" tax credit, please complete Section E

Section A: Applicant Information

Name of Business / Developer applying for Enterprise Zone credits:

Apartment Smart Com, Inc.

Name of Contact Person: David Layfield

Title: CEO

Phone: 443.615.7120

Email: dave@apartmentsmart.com

Mailing Address: 207 E. Market Street, Suite 200, Salisbury, MD 21801

Section B: Enterprise Zone Property Information

Enterprise Zone Property Address: 207 E Market Street Suite 200 Salisbury, MD 21801

Property Tax Account Number: 05-017270

Property Ownership: 212 East Main Street LLC

Lease: X Own: _____

☐ If leased, please provide a copy of your lease agreement

Please also include:

☐ Certificate of Good Standing from the State Department of Assessments & Taxation

☐ Proof that your Real Property & Personal Property Taxes are current and paid

Section C: Enterprise Zone Property Improvements Information

To be eligible for Enterprise Zone property tax credits, the application must be submitted prior to the project completion date and issuance of User/Occupancy Permits. If the developer or company making property improvements is applying on behalf of the property owner, the property owner must concur with the application by co-signing below. The property tax credits are automatically applied to the property tax bill (i.e., directly awarded to the property owner only). If you are not applying for the property tax credit, this section may be left blank.

Owner of the Real Property: _____

If not owned by an individual, please name all owners/principals of aforementioned organization:

Mailing address of property owner: _____

Phone: _____

Email Address: _____

Project Start Date: _____

Anticipated Project Completion Date: _____

Briefly describe capital improvements plans: _____

Type of Construction and Costs

Cost of building(s) & land (acquisition): \$ _____

New Construction: \$ _____

Rehabilitation: \$ _____

Cost of new machinery & equipment*: \$ _____

I agree as a condition of certification to provide all data required by the Enterprise Zone Administrator as requested.

Name of Applicant: _____ Position/Title: _____

Applicant Signature: _____ Date: _____

Name of Property Owner: _____ Position/Title: _____

Property Owner Signature: _____ Date: _____

*Cost of new machinery & equipment is not a part of real property assessment.

Section D: Enterprise Zone Employment Tax Credit Information

To be eligible of Enterprise Zone employment tax credits, please complete the following section. Employment tax credits to be applied against State income tax liabilities are available for certain new employees hired in the Enterprise Zone. The requirements for qualified employees can be found on Maryland Department of Commerce Website: <http://commerce.maryland.gov/fund/programs-for-businesses/enterprise-zone-tax-credit>. If you are not applying for the employment tax credit, this section may be left blank.

Company Applying for Employment Credit (the company that will file State Income Taxes on behalf of the organization): Apartment Smart.com, Inc.

If not owned by an individual, please name all owners/principals of aforementioned organization:

David F. Layfield Jr.

Federal Employer Identification Number (EFIN): 20-3977220

Unemployment Insurance #: 60606803 NAICS Code (if available): 519130

Type of Business (i.e., restaurant, retail, financial services, etc.): web publishing

Is business located in the Enterprise Zone now? Yes X No

If yes, since what year: 2019

Is the business relocation from another place? Yes X No

If yes, where was the previous location?: 1813 Sweetbay Drive, Salisbury, MD 21801

Is the business a new, start-up? Yes No X

Did the Enterprise Zone benefits affect your decision to locate at this address? Yes X No

If yes, please explain how the Enterprise Zone benefits will assist your business. :

it encouraged us to move

Number of existing employees: 10

If you are new to the Enterprise Zone, please provide the number of employees before relocating or locating in the Enterprise Zone: 10

If you were already located in the Enterprise Zone, please provide the number of employees as of date of this application in the Enterprise Zone: N/A

Number of new full-time jobs to be created in the Enterprise Zone in the next 12 months: 5

Number of new part-time jobs to be created in the Enterprise Zone in the next 12 months: 0

I agree as a condition of certification to provide all data required by the Enterprise Zone Administrator as requested. (Signature lines on next page)

Name of Applicant: David Hayfield Position/Title: CEO
Signature:  Date: 2/18/2020

AGREEMENT AND LEASE

THIS AGREEMENT AND LEASE, made this 15th day of January, 2020, by **212 East Main Street, LLC**, a Maryland limited liability company ("Lessor") and **Apartmentmart.com, Inc.**, ("Lessee"), WITNESSETH:

THAT the said Lessor does hereby demise and let unto the Lessee and the said Lessee does hereby rent from the Lessor the following described premises, to wit: All that Suite No. 200, Second Floor in the "Perdue Building", located at 207 East Market Street, Salisbury, Wicomico County, Maryland. Lessee shall be provided with the non-exclusive, shared use of the 207 Conference Room, and internet/wifi provided by Lessor.

TO HAVE AND TO HOLD the same with the appurtenances thereunto belonging unto the said Lessee for and during a term of twelve (12) months, effective and beginning January 1, 2020 and ending on December 31, 2020.

Yielding and paying therefor, during a twelve (12) month renewal, a 12-month rent as follows: \$42,000.00, payable in twelve (12) monthly installments of \$4,500.00 each. Effective January 1, 2020, each subsequent month's rent shall be \$4,500.00 per month, to be paid on or before the 1st day of each month thereafter.

The lease shall automatically renew for additional periods of one (1) month each, unless either party gives the other ninety (90) days' written notice in advance before the end of each such period that it will not be renewed. On every anniversary of the beginning of the initial term, January 1, the rent will increase to 105% of the previous rent.

Lessee previously deposited the sum of \$675.00 to Lessor as a security deposit, which Lessor carries over to this lease, and Lessor shall deposit an additional security deposit in the sum of \$325, for a total security deposit of \$1,000, that may be used by the Lessor in the event of the breach by Lessee of any of the covenants and agreements herein contained. This sum shall be returned to the Lessee within forty-five (45) days after the lease term, less any expenses caused by the breach of any conditions of this lease and any sums due from Lessee.

1. COVENANTS OF LESSEE:

The said Lessee does hereby covenant and agree with said Lessor that it will:

(a) Pay the rent at the times provided by this lease and pay a late fee of \$50.00 in the event rent is not received by Lessor within five (5) days of the due date;

(b) Use and occupy said premises only by Lessee, as an office for services of the tenant and his employees, or for such other use as agreed to in writing by Landlord.

(c) Not commit any waste therein;

(d) Not use or occupy said premises for any unlawful purpose; and conform to and obey all present and future laws and ordinances, and all rules, regulations, requirements and orders of all governmental authorities or agencies, respecting the use and occupation of (but not repairs or alterations in or to) the demised premises;

(e) Not assign this Lease, nor sublet said premises, nor any part thereof, without the written consent of said Lessor, provided, however, such consent shall not be unreasonably withheld;

(f) Not use or occupy said premises, or permit the same to be used or occupied, for any purpose or business deemed extra hazardous on account of fire or otherwise;

(g) Make no alterations or additions in or to said premises without the written consent of Lessor, which consent shall not unreasonably be withheld;

(h) Leave the premises at the expiration or prior termination of this lease or any renewal or extension thereof, in as good condition as received or in which they may be put by the Lessor, excepting reasonable wear and tear, and damage arising from the negligence or default of the Lessor, or its agents or employees, or from any of the causes set forth in paragraph 3(a);

(i) Permit the Lessor to enter upon said premises at all reasonable times to examine the condition of the same;

(j) Maintain liability insurance in the amount of at least \$500,000.00 and furnish a Certificate of Insurance to Lessor annually.

(k) Indemnify and save harmless the Lessor from and against any loss, damage and liability (except fire loss and losses commonly insurable by extended coverage endorsement) occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the Lessees, their agents or employees; and

2. COVENANTS OF LESSOR:

And the Lessor on its part covenants and agrees with the Lessee that it will:

(a) Maintain the demised premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee or his agents or employees subject, however, to the provisions of Paragraph 3 (a).

(b) Indemnify and save the Lessee harmless from and against any loss, damage and liability (except fire loss and losses commonly insurable by extended coverage endorsement) occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the Lessor, the Lessor's agents or employees;

(c) Furnish electricity, water, heat, air conditioning, broadband Internet, janitor service for the halls and bathrooms without additional cost to the Lessee;

(d) Furnish shared toilet facility on the second floor;

(e) If available at the time requested of the Lessor, up to two (2) parking permits for the lot adjacent to East Market Street will be furnished Lessee upon the payment by the Lessee of an amount equal to Lessor's actual cost thereof, which is currently \$40.00 per month effective January 1, 2018. These permits shall remain the property of Lessor;

3. MUTUAL COVENANTS:

It is mutually agreed by and between the Lessor and the Lessee that:

(a) If during the term hereof the demised premises or any part thereof be rendered untenable by public authority, or by fire or the elements, or other casualty (except such as shall have resulted from the negligence of the Lessee), a proportionate part of the rent herein reserved (whether paid in advance or otherwise), shall be abated and suspended, according to the extent of such untenability, until the premises are again made tenantable and restored to their former condition by the Lessor; and if the premises or a substantial part thereof are thereby rendered untenable and so remain for a period of sixty days, the Lessee may at his option terminate this Lease; if the premises cannot by reasonable efforts be restored to their former condition within 60 days, either the Lessor or the Lessee shall have the option of terminating this Lease by written notice to the other; nothing contained herein shall be construed as a waiver or relinquishment of the Lessee's right to compensation for the value of his lease and improvements made by him where said lease is terminated by reason of the exercise of the power of eminent domain;

(b) All fixtures and/or equipment of whatsoever nature as shall have been installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by Lessee at its option at the expiration or termination of this Lease or any renewal or extension thereof, provided, however, the Lessee shall at its own expense repair any injury to the premises resulting from such removal and restore the premises to its former condition;

(c) If the Lessee shall pay the rent as herein provided, and shall keep, observe and perform all of the other covenants of this Lease by it to be kept, performed, and observed, the Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;

(d) If the Lessee shall at any time be in default in the payment of rent herein reserved or in the performance of any of the covenants, terms, conditions or provisions of this lease, and the Lessee shall fail to remedy such default within ten days after written notice thereof from the Lessor; or if the Lessee shall be adjudged a bankrupt, or shall make an assignment for the benefit

of creditors, or if a receiver of any property of the Lessee in or upon said premises be appointed in any action, suit or proceeding by or against the Lessee, or if the interest of the Lessee in said premises shall be sold under execution or other legal process, it shall be lawful for the Lessor to enter upon said premises, and again have, repossess and enjoy the same as if this Lease had not been made, and thereupon this lease and everything herein and determine, without prejudice however to the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default and entry by the Lessor said Lessor may relet said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved;

(e) This lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever.

(f) The lease shall automatically renew for additional periods of one (1) month each unless either party gives the other ninety (90) days' written notice in advance before the end of each such period that it will not be renewed. On every anniversary of the beginning of the initial term, January 1, the rent will increase to 105% of the previous rent.

(g) Tenant shall obtain its own insurance against loss or damage to its property on the premises and the parties hereto hereby release each other from responsibility for loss or damage occurring on or to the leased premises or the premises of which they are a part or to the contents of either thereof, caused by fires or other hazards ordinarily covered by Fire and Extended Coverage Insurance policies and each waives all rights of recovery against the other for such loss or damage lawfully attribute to the negligence of either party, whether in whole or in part, a contributing cause of the casualty giving rise to the loss or damage, shall not affect the foregoing release and waiver.

4. GENERAL

(a) Lessor, his licensees, agents and employees shall have the right to enter the premises hereby without notice, upon assuming full responsibility for the acts of the entrant authorized, for any lawful purpose, including repair, extension of utility services or other facilities to other parts of the building, or otherwise; such entry not, however, to unreasonably interfere with Lessee's use.

(b) The Lessor shall keep and maintain the bathrooms and the hallways leading to the property rented at his own cost and expense, providing the necessary janitor's services to said areas on a weekly basis, and more often as may be needed, to maintain a reasonably clean and acceptable appearance.

(c) Lessee shall place its trash in the containers in the trash room located in the alley adjacent to the building.

(d) Lessee shall provide, at Lessee's expense, all telephone, teletype, computer or other lines, equipment and facilities and all costs in connection with extension thereof to and from the premises hereby leased as may be desired without any further costs or expense to the Lessor.

(e) Lessor reserves the right to control heat and air conditioning to the premises and to limit the use of the systems providing heat and air conditioning at times other than regular business hours and on weekends.

(f) Lessee shall provide at his own cost and expense chair pads at desk which may be desirable or necessary to prevent unusual wear and tear of the carpet and shall provide his own cleaning of the inside of said office as may be desirable or necessary.

(g) Lessor reserves the right to use a locking system whereby the door is automatically locked on other than regular business hours, which code will be made available to the tenant, and its employees, so that said lock may be by-passed whenever the Lessor needs to do so.

(h) Lessee may at Lessee's sole expense paint the unit, including currently painted panel and the paneling that still has wood veneer, conditioned upon the written consent of the Landlord regarding the color and number of coats of the paint; Lessee may replace at Lessee's discretion and cost some of the window/blinds in the unit with blinds approved by Landlord, in writing, prior to replacement.

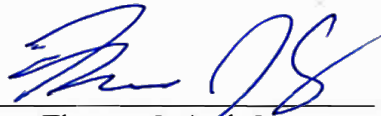
(i) Whenever used in this Lease and Agreement, except where the context clearly requires otherwise, the masculine gender includes the feminine and neuter, and vice versa, the singular number includes the plural, and the plural includes the singular, to the end that the proper and intended parties shall be as indicated without regard as to their designation.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement and Lease has been executed by the Lessor and the Lessee as of the day and year first above written.

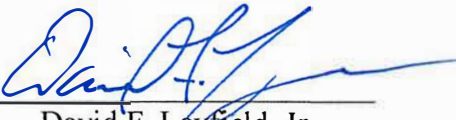
LESSOR:

212 EAST MAIN STREET, LLC

By: 
Thomas J. Ayd, Jr.
Authorized Person

LESSEES:

Apartmentsmart.com, Inc.

By: 
David F. Layfield, Jr.
Authorized Agent

Laura Soper

From: Kay Lundy
Sent: Tuesday, May 19, 2020 4:14 PM
To: Olga Butar
Cc: Laura Soper
Subject: Re: Enterprise Zone avert

Laura,

The corporation ApartmentSmart.com Inc. SDAT # F-16974685 is in good standing with the SDAT, and is a non-assessable account, which means they have no assessment or taxes.

Can you verify that this is the correct SDAT # with the applicant?

Thanks

Kay

From: Olga Butar <obutar@salisbury.md>
Sent: Tuesday, May 19, 2020 9:35 AM
To: Kay Lundy <klundy@salisbury.md>
Cc: Laura Soper <lsoper@salisbury.md>
Subject: FW: Enterprise Zone avert

Good morning Kay,

Please see request below.

Thank you,

Olga Butar
Assistant Director of Finance - Operations
City of Salisbury
125 N. Division St
Salisbury, MD 21801
Email: obutar@salisbury.md
Phone: 410-548-3110



www.salisbury.md

Laura Soper

From: Amanda Pollack
Sent: Tuesday, May 19, 2020 1:35 PM
To: Laura Soper
Subject: Re: Enterprise Zone avert

Laura,
This property meets all building, zoning, stormwater and historic approvals.
Amanda

From: Laura Soper <lsoper@salisbury.md>
Sent: Tuesday, May 19, 2020 9:32 AM
To: Amanda Pollack <APollack@salisbury.md>; Olga Butar <obutar@salisbury.md>
Subject: FW: Enterprise Zone avert

I have received a request from ApartmentSmart.com, Inc located at 207 E Market Street, Salisbury, MD that they be deemed qualified to receive Enterprise Zone benefits. In order to receive such designation, it is necessary that they meet certain criteria. I am requesting that your departments help me in processing their application by helping me to determine if they meet the necessary criteria.

Infrastructure & Development

Does this business meet the limitations of the City's Sewer Use Ordinance?

Does this business meet State and local storm water management codes and regulations?

Does this business meet the zoning code?

Does this business comply with subdivision regulations?

Does this business meet the building code (or did it at the time of construction)?

Does this business meet all permit requirements?

Finance

Is this business up to date on their taxes?

Are they in good standing with SDAT?

Please answer the questions above under the heading for your department and return to my office by 5/26/2020. Your assistance is appreciated. If you have any questions, please let me know.

From: Charlie Moore <charlie@greenstreethousing.com>
Sent: Monday, May 18, 2020 1:16 PM
To: Laura Soper <lsoper@salisbury.md>

ArcGIS Web Map



5/19/2020, 9:30:56 AM

Parcels

Enterprise Zone

1:2,257
0 0.01 0.03 0.06 mi

0 0.02 0.04 0.09 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS
VITA, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA |

APARTMENTSMART.COM, INC.: F16974685**⚠ Notice**

Coronavirus (COVID-19) resources for businesses: <https://businessexpress.maryland.gov/coronavirus>

On March 12th, Governor Hogan issued an executive order, which requires that the Maryland State Department of Assessments and Taxation (SDAT) to extend all expiration and renewal dates to the 30th day after the date by which the state of emergency is terminated. SDAT is automatically extending the Annual Report Filing and/or Personal Property Return **filing date from April 15 to July 15th** for all entities.

Department ID Number:

F16974685

Business Name:

APARTMENTSMART.COM, INC.

Principal Office:

SUITE 200
207 EAST MARKET STREET
SALISBURY MD 21801

Resident Agent:

DAVID F LAYFIELD, JR.
SUITE 200
207 EAST MARKET STREET
SALISBURY MD 21801

Status:

REVIVED

Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type:

FOREIGN CORPORATION

Business Code:

03 ORDINARY BUSINESS - STOCK

Date of Formation/ Registration:

01/06/2016

State of Formation:

DE

RESOLUTION NO. 3041

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND DECLARING THAT APARTMENTSMART.COM, INC IS ELIGIBLE TO RECEIVE ENTERPRISE ZONE BENEFITS FOR PROPERTY LOCATED AT 207 E MARKET STREET, SALISBURY, MARYLAND.

WHEREAS the City of Salisbury, Maryland and Wicomico County created an Enterprise Zone on June 6, 1983 for the purpose of encouraging economic development of the area encompassed within the boundaries of such zone; and

WHEREAS the Enterprise Zone was created under authority granted by the State of Maryland; and

WHEREAS the State Code permits certain benefits to be extended to businesses that locate or expand in the Enterprise Zone provided that they meet certain standards; and

WHEREAS, the City of Salisbury and Wicomico County have also established certain standards, which must be met in order for a business to be deemed eligible to receive Enterprise Zone benefits; and

WHEREAS, ApartmentSmart.com, Inc meets the standards set forth in the State Code and in local regulations to be eligible to receive Enterprise Zone benefits; and

WHEREAS, David Layfield, representing ApartmentSmart.com, Inc has requested that the company be designated as eligible for Enterprise Zone Income Tax Credit benefits because of its hiring of two or more new full time employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland that ApartmentSmart.com, Inc be designated as eligible to receive the benefits of the Enterprise Zone effective upon the adoption of this resolution contingent upon its hiring two or more full time employees.

The above Resolution was introduced, read and passed at the regular meeting of the Salisbury City Council on the 22nd day of June, 2020.

ATTEST:

Kimberly R. Nichols
CITY CLERK

John R. Heath
PRESIDENT, City Council

APPROVED by me this
____ day of _____ 2020.

Julia Glanz
City Administrator, City of Salisbury



City of
Salisbury
Jacob R. Day, Mayor

COUNCIL AGENDA – Award of Bids

June 22, 2020

- | | |
|---|----------------|
| 1. Award of Bid
ITB 20-117
Gordy Road Water Main Extension Construction | \$2,157,930.80 |
| 2. Award of Bid
ITB 20-132
International HV513 Dump Truck | \$ 175,227.78 |
| 3. Award of Bid
RFP 20-107
Gordy Road Water Main CA & Inspection | \$ 141,936.00 |
| 4. Award of Bid
ITB 20-133
Three (3) Ford F350 Utility Vehicles | \$ 139,655.00 |



City of
Salisbury
Jacob R. Day, Mayor

To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: June 22, 2020
Subject: Award of Bid
ITB 20-117 Gordy Road Water Main Extension Construction

The Department of Procurement received a request from the Department of Infrastructure and Development to solicit bids from qualified and experienced contractors to furnish all labor, materials and equipment necessary to construct a 24" water main extension from Darwin Drive to Beaglin Park Drive along Gordy Road, at a total length of approximately 5,286 feet.

The City followed standard bidding practices by publicly posting the solicitation on the City of Salisbury's Procurement Portal and the State of Maryland's website, eMaryland Marketplace Advantage. Eight (8) vendors submitted a bid by the due date and time of April 15, 2020, at 2:30 p.m. The departmental memo provides a recap of the pricing submitted by vendor, per schedule.

The Department of Procurement hereby requests Council's approval to award Contract ITB 20-117 to Retallack & Sons, Inc. in the amount of \$2,157,930.80.00, contingent upon Council approval of Ordinance 2602, a Budget Amendment of the City's Water Sewer Capital Project Fund Budget to reallocate funding for the Gordy Road Water Main Extension Project.



City of
Salisbury
Jacob R. Day, Mayor

To: Jennifer Miller, Director of Procurement
From: Amanda H. Pollack, Director of Infrastructure & Development *AP*
Date: June 3, 2020
Re: Contract ITB 20-117- Award of Bids for Gordy Road Water Main Extension Construction

The Department of Infrastructure and Development worked with the Department of Procurement to advertise the construction contract for the Gordy Road Water Main Extension. The project includes the construction of approximately 5,268 linear feet of 24" diameter water main along Gordy Road from Darwin Drive to Beaglin Park Drive, 176 linear feet of jack and bore under State Highway Route 13 and 525 linear feet of horizontal directional drill under Brewington Branch.

Eight (8) firms submitted bids by the due date and time of April 15, 2020 at 2:30 pm. The bids are summarized below. Each schedule represents different construction techniques for the water main; Schedule A is with fusible PVC pipe while Schedule B is fully restrained Bell and Spigot PVC pipe. The bidders could bid on either or both schedules. Retallack & Sons Inc. is the lowest responsive and responsible bidder with a total base bid of \$2,157,930.80 for either Schedule A or Schedule B.

Bidder	Schedule A	Schedule B
Retallack & Sons Inc.	\$2,157,930.80	\$2,157,930.80
George & Lynch, Inc.	No Bid	\$2,397,183.00
JJID Inc.	\$3,335,625.00	\$2,513,675.00
ECM Corporation	\$2,876,100.00	\$2,572,115.00
Triple R Construction Corp.	\$2,594,344.00	No Bid
S.J. Louis Construction Inc.	No Bid	\$2,853,000.00
A-Del Construction Inc.	\$3,635,710.00	\$2,903,616.00
Garney Companies, Inc.	No Bid	\$3,070,000.00

The Department of Infrastructure and Development reviewed the bids in accordance with the contract documents. Staff called references for Retallack & Sons, Inc. and received positive feedback. The Department of Infrastructure and Development recommends awarding Contract ITB 20-117 to Retallack & Sons, Inc. in the amount of \$2,157,930.80, pending final approval of the budget amendment. Funding will be available in the accounts listed below:

96216-513026-50019	\$2,000,000.00
97010-513026-48021	\$157,930.80

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: June 22, 2020
Subject: Award of Bid
Contract ITB 20-132 Dump Truck

The Department of Procurement received a request from the Department of Water Works to purchase a 2021 International HV513 Tri-Axle Chassis equipped with a 20' Aluminum Dump Body through International of Delmarva, utilizing a cooperative purchasing contract secured by Sourcewell, #081716-NVS.

Per Section SC 16-3 "General Policy of Competitive Bidding, Exceptions" of the City of Salisbury Charter, competitive bidding procedures performed by the City of Salisbury are not necessary or appropriate in the following circumstance:

"(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract."

This Charter designation allows the City of Salisbury to participate in cooperative purchasing activities conducted by, or on behalf of, one or more Public Procurement Units as defined by the American Bar Association Model Procurement Code for State and Local Governments. Sourcewell was created by state law as a service cooperative and is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its member agencies in education and government. It is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minnesota Statute § 123A.21.

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services, and these contracts are then made available through the joint exercise of powers law Minnesota Statute § 471.59 to member agencies, of which the City of Salisbury has been a long-standing member.

The Department of Procurement has confirmed with Sourcewell the validity of the contract, including the terms, pricing and expiration date, and the prices quoted by International of Delmarva are in accordance with Sourcewell contract prices.

There are sufficient funds in account 86083-577025 (WWTP Vehicles) to purchase the requested truck. The expected delivery will be December 2021.

The Procurement Department requests Council's approval to award Contract ITB 20-132 to International of Delmarva, in the amount of \$175,227.78 (quote attached).



City of
Salisbury
Jacob R. Day, Mayor

To: Jennifer Miller, Director of Procurement
From: Connie Luffman, Superintendent - Wastewater Treatment Plant
Date: June 4, 2020
Re: WWTP BioSolids Dump Truck

Salisbury WWTP recently requested a quote for an International HV513 Tri Axle with a 20' Aluminum Dump Body from International of Delmarva. A price of \$175,227.78 was provided per Navistar / International's Sourcewell Contract Award #081716-NVS. The Wastewater Treatment Plant requests that this purchase be awarded to International of Delmarva. Funding is available from account number 86083-577025. Please let me know if you need any additional information or have any questions. Thank you.

Wastewater Treatment Plant Superintendent

Cori Cameron

Director of Water Works

Prepared For:

CITY OF SALISBURY
 Connie Luffman
 North Division St and Route
 SALISBURY, MD 21801-
 (410)548 - 3177
 Reference ID: N/A

Presented By:

INTL OF DELMARVA
 Beth Brittingham
 PO BOX 2135
 SALISBURY MD 218022135
 410-546-1122

Thank you for the opportunity to assist you with your new truck requirements. I look forward to working together to provide you the right truck to to exceed all expectations. Attached, you will find the specifications for your review. Please look these over closely and feel free to contact me with any questions or changes. I appreciate the opportunity to earn your business.

Sincerely,
 Beth Brittingham
 Sales Manager
 INTERNATIONAL OF DELMARVA
 EASTON TRUCK CENTER
 (410) 310-9169

Model Profile
2021 HV513 SFA (HV513)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 72000. Calc. GVWR: 80000 Calc. Start / Grade Ability: 22.49% / 2.05% @ 55 MPH Calc. Geared Speed: 97.0 MPH
DIMENSION:	Wheelbase: 268.00, CA: 184.50, Axle to Frame: 65.00
ENGINE, DIESEL:	{International A26} EPA 2017, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 450 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, 200 Wheel Ends Gear Ratio: 3.91
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L G296 MSA (GOODYEAR), 468 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WM Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model HV513 SFA with 268.00 Wheelbase, 184.50 CA, and 65.00 Axle to Frame.

TOW HOOK, REAR (2)

AXLE CONFIGURATION {Navistar} 6x4

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper

BUMPER, FRONT Flat, Steel, Heavy Duty

WHEELBASE RANGE 266" (675cm) Through and Including 311" (790cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity

SHOCK ABSORBERS, FRONT

SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 20,000-lb Capacity, Less Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes)

: SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes)

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Wabco System Saver 1200} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

BRAKES, AIR CAM, PUSHER AXLE S-Cam; 16.5" x 7.0"; Includes MGM 30 Sq.In. Brake Chambers; Furnished with One Pusher Lift Axle

SLACK ADJUSTER, PUSHER AXLE {Haldex} Automatic; for Single Pusher Axle

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM

AIR DRYER LOCATION Mounted Inside Right Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

DRAIN VALVE (3) with Pull Chains for Air Tanks

Description

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} 1810HD Main Driveline with 1710 Interaxle Shaft, for 6x4

AFTERTREATMENT COVER Aluminum

EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

ENGINE COMPRESSION BRAKE by Jacobs; for N13/A26 Engines, with Selector Switch and On/Off Switch

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 10' 11"

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2) Disc Style

POWER SOURCE Cigar Type Receptacle without Plug and Cord

BATTERY TERMINALS Sealed

JUMP START STUD (2) Remote Mounted

ALTERNATOR {Leece-Neville AVI160P2012} Brush Type; 12 Volt 190 Amp. Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING INSIDE CAB; Includes Sealed Connectors for Tail/Amber, Turn/Marker/Backup/Accessory, Power/Ground, and Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

Description

BATTERY DISCONNECT SWITCH {Joseph Pollak} for Cab Power Disconnect Switch, Disconnects Power to Power Distribution Center (PDC), Does Not Disconnect Charging Circuits, Lever Operated, Cab Mounted

RUNNING LIGHT (2) Daytime

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, Includes Long Hood

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WM"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

OVER THE AIR PROGRAMMING {Navistar} for Navistar or International Engines

LABEL, DEF "DEF ONLY"

CUSTOMER IDENTITY for National Joint Powers Alliance

SPECIAL RATING, GVWR Limited to 80,000-lb GVWR

PROMOTIONAL PACKAGE Government Silver Package

SAFETY TRIANGLES

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

ENGINE, DIESEL {International A26} EPA 2017, 450HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 450 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control

Description

ENGINE CONTROL, REMOTE MOUNTED for PTO, for N13/A26 Engines

FEDERAL EMISSIONS {International A26} EPA, OBD and GHG Certified for Calendar Year 2020

COLD STARTING EQUIPMENT Automatic; with Engine ECM Control

FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted

EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door

RADIATOR Aluminum; Welded, Front to Back CrossFlow System, 1292 SqIn, 1008 SqIn CAC

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

BLOCK HEATER, ENGINE {Phillips} 120V/1150W

TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter

TRANSMISSION OIL Synthetic; 63 thru 76 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, 200 Wheel Ends . Gear Ratio: 3.91

AXLE, LIFT, CONTROLS for One Lift Axle; Controls Inside And Outside Cab; Includes Pressure Gauge and Lift/Lower Switch Inside Cab; Pressure Gauge and Pressure Regulator Outside Cab

AXLE SPACING, FIRST PUSHER 54" Ahead of Drive Axle

SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings

SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions

AXLE, PUSHER, LIFT TYPE {Watson & Chalin AL-2200} 20,000-lb Capacity, One Non-Steer Axle

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints

FUEL TANK STRAPS Bright Finish Stainless Steel

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL/WATER SEPARATOR {Davco Fuel Pro 382} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor

Description

LOCATION FUEL/WATER SEPARATOR Mounted Inside Left Rail, Back of Cab

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab

CAB Conventional, Day Cab

HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"

CAB INTERIOR TRIM Diamond, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted

: SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

MODESTY PANEL Painted

COWL TRAY LID

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"

WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

WHEELS, LIFT AXLE PUSHER {Accuride 51408} Dual Wheels, For One Lift Axle; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>

Description

- (4) TIRE, PUSHER 11R22.5 Load Range G ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position
- (8) TIRE, REAR 11R22.5 Load Range G ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position
- (2) TIRE, FRONT 425/65R22.5 Load Range L G296 MSA (GOODYEAR), 468 rev/mile, 68 MPH, All-Position

Services Section:

WARRANTY Standard for HV513, HV613 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A

SERVICES, TOWING {Navistar} Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident

SRV CONTRACT, EXT ENGINE/AFTR {Navistar} To 60-Month/100,000 Miles (160,000 km), Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, Aftertreatment Coverage for International A26 Engines

Aluminum AG 20' x 64" Side R/S Dump Body w/attached specs

Safety Equipment

Truck Pricing via Sourcewell Contract #081716-NVS

Allison 5 year Extended Warranty

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$175,227.78

Please review these specifications closely and contact me with any questions or changes you would like to make. We are confident you will appreciate the quality and durability of the International product.

Sincerely,
Beth Brittingham
Sales Manager
INTERNATIONAL OF DELMARVA
EASTON TRUCK CENTER

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Easton Truck Center
9433 Ocean Gateway
Easton, MD 21601

ATTN: Beth Brittingham Installed on chassis 184" CT drop ship to Dunn with freight back to dealership

RE: City of Salisbury "Sludge Body"

Aluminum AG 20' x 64" Sides
Rear gate 70" H
Channel tailgate seal kit
Wing latches added
Hoist 74183 Hyva with P22 pump / V20 valve / reservoir kit
Tarping system
Steps at rear C/S and R/S
Mudflaps with light mode added
Tarp bar
Paint undercoat 11ft of body
Muncie Hot Shift PTO for Allison Automatic
97db back up alarm
STT and back up LED
Including "Safety Lighting" strobes

Sealed gates are not guaranteed watertight

Allan Mielke
H.A. DeHart & Son
8397 Aveley Farm Road
Easton, MD 21601
410-820-7710
410-310-7833—Mobile
allan@mielkeonline.com
www.hadehart.com





City of Salisbury

Jacob R. Day, Mayor

To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: June 22, 2020
Subject: Award of Bid
RFP 20-107 Engineering Construction Services for Gordy Road Water Main Extension

The Department of Procurement received a request from the Department of Infrastructure and Development to solicit proposals from qualified vendors to act as the Owner's representative for the purpose of providing Construction Administration and Inspection Services for the Gordy Road Water Main Extension Construction project.

The Department of Procurement followed standard bidding practices by publicly posting the solicitation on the City of Salisbury's Procurement Portal and the State of Maryland's website, eMaryland Marketplace Advantage. Five (5) vendors replied by the due date and time of April 14, 2020, at 2:30 p.m., and their proposals were evaluated according to the criteria specified in the solicitation document. The departmental memo provides a recap of the evaluative criteria and the final scoring by vendor.

The Department of Procurement hereby requests Council's approval to award Contract RFP 20-107 in the amount of \$141,936.00 to Whitman, Requardt & Associates, LLP, contingent upon Council approval of Ordinance 2602, a Budget Amendment of the City's Water Sewer Capital Project Fund Budget to reallocate funding for the Gordy Road Water Main Extension Project.



City of
Salisbury
Jacob R. Day, Mayor

To: Jennifer Miller, Director of Procurement
From: Amanda H. Pollack, Director of Infrastructure & Development AP
Date: June 3, 2020
Re: RFP 20-107 Gordy Road Water Main Extension Construction Administration and Inspection

The Department of Infrastructure and Development worked with the Department of Procurement to advertise a request for proposals for the Gordy Road Water Main Extension Construction Administration and Inspection. The contract provides construction administration and inspection services for the construction contract to install a new 24" Water Main along Gordy Road from Darwin Street to Beaglin Park Drive.

Five (5) vendors submitted proposals by the due date of April 14, 2020. A selection committee comprised of Department of Infrastructure and Development Engineers completed independent technical reviews. Following completion of the technical review, the price proposal of each qualified firm was opened and evaluated. The Evaluation Criteria and total points are summarized below:

- 35 points: Expertise, experience, and qualifications of the Vendor, its personnel and proposed subcontractors as related to the Scope of Services, and understanding of the Scope of Services.
- 30 points: Price and Billable Rates
- 25 points: Experience working with municipal governments and municipal projects with emphasis on projects with the City
- 10 points: Geographic location of the Vendor relative to the location of the City and the Vendor's ability to respond to emergencies, as well as routine everyday requests

The results of the scoring is shown below:

Company	Composite Score	Comment
Whitman Requardt & Associate	88.87	Composite score out of 100 Proposals were technically qualified and price proposals were evaluated.
GMB	87.29	
DFI	83.33	
RK&K	48.00	Composite Score out of 70. Did not open price proposal.
RAUCH	46.00	

Whitman, Requardt & Associates received the highest composite score and demonstrated clear understanding of the scope and sufficient experience completing projects with similar technical requirements.

The Department of Infrastructure and Development recommends awarding the contract to Whitman, Requardt & Associates in the amount of \$141,936 for the scope of work specified in RFP



City of
Salisbury
Jacob R. Day, Mayor

20-107. Funds for this contract are available in account number 97010-513020-48021 pending the final approval of the budget amendment.

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: June 22, 2020
Subject: Award of Bid
ITB 20-133 Three Ford F350 Utility Vehicles

The Department of Procurement received a request from the Department of Field Operations to purchase three (3) 2020 Ford F350 Utility Vehicles through Hertrich Fleet Services, utilizing a “piggyback” contract. This type of contract is a form of intergovernmental cooperative purchasing in which an entity (in this case, the City of Salisbury) will be extended the same (or lower) pricing and terms of a contract entered into by another entity (Howard County, Maryland).

Contract #4400003197, issued by Howard County by virtue of a public competitive bidding process, was awarded on December 28, 2016, and is valid through December 31, 2020. This contract was awarded to Hertrich Fleet Services in response to the solicitation for “Invitation for Bid No. 2017-21, New Vehicles, Class 1-7”. Within this contract is a provision that allows any and all public bodies to purchase vehicles under this contract.

Per Section SC 16-3 “General Policy of Competitive Bidding, Exceptions” of the City of Salisbury Charter, competitive bidding procedures performed by the City of Salisbury are not necessary or appropriate in the following circumstance:

“(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.”

This Charter designation, therefore, allows the City of Salisbury to purchase the items awarded on the Howard County contract noted above.

The Department of Procurement has obtained a copy of the Howard County contract and has confirmed its validity, and that the prices quoted by Hertrich Fleet Services do not exceed the Howard County contract prices.

The delivery lead time for the vehicles is approximately 20-24 weeks (vehicle lead time plus body install lead time). Funding is available in 82076-577025 and 86085-577025 (Water/Sewer Vehicles).

The Department of Procurement hereby requests Council’s approval to award Contract ITB 20-133 Ford F350 Utility Vehicles to Hertrich Fleet Services, in the amount of \$139,665.00.



MEMORANDUM

To: Julia Glanz, City Administrator
From: Brian Lewis, Utilities Superintendent
Subject: Request/ Purchase Ford F350 Utility Body Trucks
Date: June 16, 2020

Utilities is requesting the purchase of three (3) – two-wheel drive F 350 Utility Body Trucks.

The vehicles will be utilized by the Utility Section Chiefs in their day to day operations of water, sewer, storm water, installation/repair/replacement, traffic control, meter repair/replacement, and emergency responses.

A Transit Cargo Van was initially what we wanted for one (1) of the vehicles with the intention of storing the stack rig (sewer line cleaning machine) out of the weather and ease of transporting. Upon looking at the available F350 Utility Body Trucks with enclosed bodies we have found this would be more suitable.

The (3) requested Utility Body Trucks can be purchased on an existing contract- Howard County Contract #4400003197.

Vehicle Account Numbers:
82076-577025 \$ 47,721.00
86085 577025 \$ 91,944.00

Cost Each: \$46,555.00

Total Cost: \$139,655.00

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

May 29, 2020

City of Salisbury – Utilities Branch
404 West Isabella St.
Salisbury, MD 21801

Mr. Brian Lewis

We are pleased to provide a quote, priced per the Howard County Contract #4400003197, and equipped as follows:

2020 FORD F350 **2WD**, W/ 6.2L V8 GAS ENGINE, 10 SPD AUTO TRANS, VINYL SEAT & FLOOR, A/C, AM/FM RADIO, TRAILER TOW PKG, BLUETOOTH, E-LOCKING AXLE, POWER WINDOWS, LOCKS & MIRRORS, DRIVER CONFIGURABLE DAY TIME RUNNING LIGHTS

✓	Code	Description	Amount
	X3A	2020 F350 – EXTENDED CAB - 2WD 164" WB – Pick Up Box Delete	
	Z1/AS	Oxford White Exterior & Med. Earth Gray Vinyl 40/20/40 Seat and Vinyl Floor	
	2WD	2 Wheel Drive	
	996/44G	6.2L EFI Gas V8 Engine & 10 Speed Automatic Transmission	
	18B	Running Boards	
	66S	Up Fitter Switches (6) (req. 67D Extra HD Alternator)	
	52B	Trailer Brake Controller	
	TBM	LT245/BSW AS 17	
	DEJ	Back Up Alarm	
		KNAPHEIDE KUV MODEL KC96L1478 LOW ROOF	
		*FORD CHASSIS SRW *FOR SINGLE WHEEL / 56" C.A. CHASSIS * 96" LONG * 14" COMPARTMENT DEPTH * 51" INTERIOR HEIGHT *LED SURFACE MOUNT S/T/T AND BACK UP LIGHTS *AUTOMOTIVE QUALITY, PADDLE ACTIVATED, ROTARY LATCHES *DOUBLE PANEL SOLID REAR DOORS * MASTER LOCKING SYSTEM (STD) * TWO REAR ACCESS DOORS ON UPPER ROOF STRUCTURE (STD) * (2) INTERIOR DOME LIGHTS WITH REAR SWITCH (STD) *INSTALLED AND PAINTED WHITE Price reflects Single-Stage Paint only. An incremental up-charge will be assessed on all Base Coat / Clear Coat applications"	
	DEJ	78" Galva Grip Bumper	
	DEJ	Class V Receiver Hitch for KC Body with Step Bumper, 2.5" Tube	
	DEJ	Spray Line Cargo Floor & 6 Inches Up Side Walls of Utility Body	

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

		Price per contract	\$50,387
		Additional discount per contract	(\$1,223)
		Additional Government Concession	(\$5,000)
		Total for Vehicle	\$44,164
	DEJ61"	Adjust Body build for 61" Interior Roof Height	\$650
	LB54	54" Light bar Installed & wired to OEM Up Fit Switches	\$1,741
		Total for Truck , Light Bar and 61" roof option	\$46,555

Please get in touch with any questions, changes, or to submit an order. I look forward to hearing from you.

Jim Blecki - jblecki@hertrichfleet.com or 800-698-9825



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: June 1, 2020
Re: Resolution – 206 East Market Street Capacity Fee Waiver

AP

Attached is a letter from Davis Strategic Development LLC dated May 28, 2020 which requests consideration for an additional Capacity Fee waiver for the redevelopment of 206 East Market Street. 206 East Market Street was formerly known as Parking Lot 16 and will be developed into a mixed use apartment complex. Davis Strategic Development has recently acquired the adjacent parcel which was planned to be a Beer Garden. The new project will include 49 apartments and an adjacent Beer Garden.

The Lot 16 apartment project received a capacity fee waiver of 37 EDUs in May 2019 per Resolution No. 2948. As a result of the increased size of the project, the total number of EDUs associated with the project has increased. The new request is for a total of 56 EDUs, which is an increase of 19 EDUs.

Per Ordinance No. 2258, the owner is seeking a Capacity Fee waiver as part of the Equivalent Dwelling Unit (EDU) Incentive Area. The original allocation of 300 EDUs was based on a transfer of EDUs from the former Linens of the Week property. To date, 252.54 EDUs of the original allocation of 300 EDUs have been used, therefore there are 47.46 EDUs available.

As per Ordinance No. 2258, Infrastructure and Development has evaluated the eligibility of this project for the EDU Incentive Area. The project location is within the Central Business Zoning District and will consist of redevelopment that is not eligible for an affordable housing waiver. The project does or will comply with all other necessary criteria.

Attached is a Resolution for consideration to waive the additional Capacity Fees associated with the development of 206 East Market Street. After review of the request, Infrastructure and Development recommends approval. If this EDU waiver is approved, then it will be valid for two years from the date of the Resolution.

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

**Davis Strategic
Development LLC
318 W. Carroll Street Suite A
Salisbury, MD 21801**

May 28, 2020

City of Salisbury, Maryland

Department of Infrastructure & Development

Attn: Amanda H. Pollack, P.E., Director (apollack@salisbury.md) 125 N. Division Street, Room 202

Salisbury, Maryland 21801

**Re: Davis Strategic Development , LLC's Request for Capacity Fee
Waiver; Redevelopment of 206 E. Market Street Salisbury, MD
21801**

Dear Ms. Pollack:

On behalf of Davis Strategic Development, LLC ("Davis Simpson Holdings"), please accept this letter as Davis Simpson's formal request to the City of Salisbury for a waiver of the Capacity Fees associated with Davis Strategic Development's redevelopment of 206 E. Market Street, Salisbury, Maryland 21081 (the "Space").

As the City is aware, Davis Strategic Development plans to redevelop the Space by: building a four story apartment building that would feature one first floor parking and the 2nd through 4th floors into luxury style apartments. The building will consist of 49 apartments, and an adjacent beer garden. (the "Project").

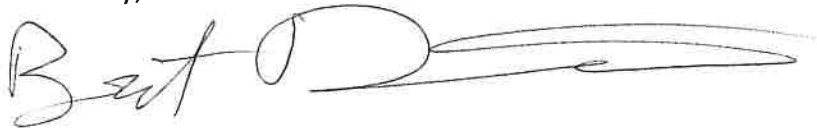
Over the course of the last year, Davis Strategic Development has received: preliminary approval from the City of Salisbury Historic District Commission (the "HDC") for the Project's design and facade; a Special Exception from the City of Salisbury Board of Zoning Appeals (the "BZA") permitting the Project's proposed building and, approval of the Project's Site Plan from the Salisbury-Wicomico County Planning & Zoning Commission. Davis Simpson request for final approval of the Project was considered by the HDC at its October 24, 2018 meeting.

Pursuant to Ordinance No. 2258, the City created and authorized an "EDU Incentive Area" to reduce the capacity fees assessed against certain development and redevelopment projects in the City's Downtown Development District, the Central Business District, the Riverfront Redevelopment Area and the City's designated Enterprise Zone. Recently, the City Council passed Resolution No. 2864, which extended the expiration date of the EDU Incentive Area until September 23, 2023. Currently, 216.2 EDUs are available for use within the City's EDU Incentive Area. Davis Strategic Development LLC 206 E. Market Street Salisbury, MD 21801

Davis Strategic Development estimates a total of 56 EDUs are needed for the Project. Under the City's EDU Incentive Area program, Davis Strategic Development is eligible for a waiver of the Capacity Fees associated with the EDUs allocated for the Project: the Project is located within the City's EDU Incentive Area; and, the Project satisfies all criteria governing the City's waiver of Capacity Fees for development projects undertaken within the EDU Incentive Area. Therefore, in accordance with the provisions of Chapter 13.04.110 of the City Code, Davis Strategic Development respectfully requests the City waive the Capacity Fees of \$197,848.00 assessed for the 56 EDUs needed for development of the Project.

If City staff has any questions or needs additional information regarding the matters addressed in this correspondence, please do not hesitate to contact me. On behalf of Davis Strategic Development LLC, thank you for your time and consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Bret Davis", followed by a long, horizontal, slightly wavy line that extends to the right.

Bret Davis

Owner

1 RESOLUTION NO. 3042

2
3 A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND
4 AUTHORIZING THE CAPACITY FEE OF THE CITY'S COMPREHENSIVE
5 CONNECTION CHARGE TO BE WAIVED FOR THE DEVELOPMENT OF 206 EAST
6 MARKET STREET.

7
8 WHEREAS, Davis Strategic Development, LLC has requested a waiver of the
9 Capacity Fee for the development of 206 East Market Street; and

10
11 WHEREAS, the proposed development is located inside the City Limits and the
12 Central Business District; and

13
14 WHEREAS, the City seeks to encourage development and redevelopment in the
15 Central Business District; and

16
17 WHEREAS, the City seeks to reduce the capacity fees for eligible development and
18 redevelopment in the Central Business District by means of an Equivalent Dwelling Unit
19 (EDU) Incentive Area; and

20
21 WHEREAS, as of the date of this Resolution, 37 EDUs have been allocated to 206
22 East Market Street for Davis Strategic Development, LLC pursuant to Resolution No. 2948,
23 dated May 28, 2019; and

24
25 WHEREAS, since the passage of Resolution No. 2948, Davis Strategic Development,
26 LLC has expanded its development plans to include the development of the adjacent property
27 in conjunction with the development of 206 East Market Street, which will require an
28 additional allocation of 19 EDU, for a total allocation of 56 EDU of water and sewer service;
29 and

30
31 WHEREAS, the current Capacity Fee for one Equivalent Dwelling Unit is \$3,533.00;
32 and

33
34 WHEREAS, the Capacity Fee for 19 Equivalent Dwelling Units is \$67,146.00; and

35
36 WHEREAS, the City Council approved a Capacity Fee waiver process under
37 Ordinance No. 2258 for development in the Central Business District; and

38
39 WHEREAS, the Director of Infrastructure and Development reviewed the request and
40 has determined that the project is eligible for the Capacity Fee waiver; and

41
42 WHEREAS, the Mayor reviewed the request and supports sending the request to the
43 City Council; and

44
45 WHEREAS, if approved, the EDU allocation for the Capacity Fee waiver is valid for
46 two years from the time of the signing of this Resolution; and
47

48 WHEREAS, the property owner has the option to request an extension of the
49 allocation for two one-year terms, if approved in writing by the Director of Infrastructure and
50 Development prior to expiration of the term; and
51

52 WHEREAS, the allocated EDUs are assigned to the development of 206 East Market
53 Street and cannot be transferred by the recipient.
54

55 NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury,
56 Maryland approves the waiver of 19 additional Equivalent Dwelling Units of Capacity Fee
57 for the development of 206 East Market Street by Davis Strategic Development, LLC, in
58 addition to the waiver of 37 Equivalent Dwelling Units of Capacity Fee as approved by the
59 Council of the City of Salisbury pursuant to Resolution No. 2948.
60

61 THIS RESOLUTION was introduced, read and duly passed at a meeting of the
62 Council of the City of Salisbury, Maryland held on June 22, 2020 and is to become
63 effective immediately upon adoption.
64

65 ATTEST:

66
67 _____
68 Kimberly R. Nichols
69 CITY CLERK
70

John R. Heath
PRESIDENT, City Council

71 APPROVED by me this _____ day of _____, 2020
72
73

74 _____
75 Julia Glanz
76 City Administrator, City of Salisbury

ORDINANCE NO. 2601

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2020 GENERAL FUND TO APPROPRIATE FUNDS FOR ATTORNEY FEES.

WHEREAS, the City of Salisbury has projected the amount of Attorney Fees expected for FY 2020; and

WHEREAS, the City of Salisbury's projection indicates an increase of \$45,000.00 in FY2020 appropriations is needed in account 17000-513301 City Attorney in order to meet the projected requirements for legal fees for the remainder of FY 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT THE City's Fiscal Year 2020 General Fund Budget be amended as follows:

- 1) Increase Current Year Surplus (01000-469810) by \$45,000.00
- 2) Increase City Attorney (17000-513301) by \$45,000.00

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 8th day of June 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 22nd day of June, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Julia Glanz, City Administrator

ORDINANCE NO. 2602

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S WATER SEWER CAPITAL PROJECT FUND BUDGET TO REALLOCATE FUNDING FOR THE GORDY ROAD WATER MAIN EXTENSION PROJECT.

WHEREAS, Ordinance No. 2430 authorized the City to allocate funding for projects in the lawsuit proceeds pool which appropriated funds for various capital projects; and

WHEREAS, the lawsuit proceeds pool included funding for the Fitzwater Street Lift Station; and

WHEREAS, the Department of Infrastructure and Development is seeking to move unused funds from the Fitzwater Street Lift Station project to the Gordy Road Water Main Extension project to provide the funding necessary for inspection and construction of the Gordy Road Water Main Extension project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND THAT THE City's Capital Projects Fund Budget be and hereby is amended as follows:

Project Description	Account Description	Account	Amount
Revenues:			
Fitzwater	Decrease Lawsuit Proceeds	97010-456939-55011	-300,000.00
Gordy Road	Increase Lawsuit Proceeds	97010-456939-48021	300,000.00
Expenditures:			
Fitzwater Lift Station	Decrease Construction	97010-513026-55011	-300,000.00
Gordy Road	Increase Engineering	97010-513020-48021	32,000.00
Gordy Road	Increase Construction	97010-513026-48021	268,000.00

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 8th day of June 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 22nd day of June, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Julia Glanz, City Administrator

ORDINANCE NO. 2603

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE BUREAU OF JUSTICE ASSISTANCE FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$15,000, AND APPROVING A BUDGET AMENDMENT TO THE FY 2020 GRANT FUND TO APPROPRIATE FUNDS FOR OFFSETTING REMOTE CAMERA EQUIPMENT.

WHEREAS, the Bureau of Justice Assistance (BJA) has an Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, the purpose of the JAG program is to provide states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and

WHEREAS, the City of Salisbury Police Department (SPD) submitted a grant application to the BJA for funding to reimburse expenses related to the purchase of crime camera equipment in order to expand its capacities for remote law enforcement; and

WHEREAS, the BJA has awarded the SPD funds in the amount of \$15,000 for reimbursement of expenses actualized in acquiring remote camera equipment; and

WHEREAS, the SPD has purchased remote camera equipment for a total of \$23,107.68; and

WHEREAS, all funds allocated here shall be used to reimburse funds utilized to purchase the aforementioned remote camera equipment necessary to expand the remote enforcement operations of the SPD; and

WHEREAS, the Salisbury City Charter prohibits the City from expending funds not appropriated or authorized by the City Council; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the City of Salisbury accepts grant funds in the amount of \$15,000.00 and authorizes the Mayor to enter into a contract to accept said funds as outlined above.

BE IT FURTHER ORDAINED that the City's Fiscal Year 2020 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase FY20 Bryne Memorial JAG Revenue account (10500-423101-22061) by \$15,000
- 2) Increase FY20 Bryne Memorial JAG Expense account (10500-577035-22061) by \$15,000

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 special meeting of the Council of the City of Salisbury held on the 15th day of June, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 22nd day of June, 2020.

47 **ATTEST:**

48

49

50 _____
Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

51

52

53 APPROVED BY ME THIS ____ day of _____, 2020.

54

55

56 _____
Julia Glanz, City Administrator

ORDINANCE NO. 2604

AN ORDINANCE OF THE CITY OF SALISBURY ACCEPTING GRANT FUNDS FROM THE MARYLAND STATE OFFICE OF CRIME PREVENTION, YOUTH, AND VICTIM SERVICES IN THE AMOUNT OF \$24,200.00 UNDER THE FY20 POLICE RECRUITMENT AND RETENTION PROGRAM (PRAR) AND AMENDING THE FY2020 GRANT FUND BUDGET TO APPROPRIATE THESE GRANT FUNDS FOR PAYMENT OF RETENTION BONUSES TO ELIGIBLE SALISBURY POLICE OFFICERS.

WHEREAS, the office of Crime Prevention, Youth, and Crime Victim Services has awarded the Salisbury Police Department \$24,200.00 for the purposes of Police Retention; and

WHEREAS, the Salisbury Police Department has identified officers in two categories who will benefit from this award based on tenure; and

WHEREAS, thirteen officers with 3-5 years of service to the City of Salisbury will receive \$1,000.00 as a retention incentive; and

WHEREAS, fourteen officers with 6-8 years of service to the City of Salisbury will receive \$800.00 as a retention incentive; and

WHEREAS, it is the desire of the Salisbury Police Department that this incentive, along with other incentives that the Salisbury Police Department already has in place, will encourage officers to remain employed with the City of Salisbury; and

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

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

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY that the City's Fiscal Year 2020 Grant Fund Budget be and is hereby, amended as follows:

- 1) Increase the GOCCP Revenue Account (10500-425100-xxxxx) by \$24,200.00
- 2) Increase the Salaries – Bonus Expense Account (10500-501014-xxxxx) by \$24,200.00

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

46 THIS ORDINANCE was introduced and read at a special meeting of the Council of the
47 City of Salisbury held on the 15th day of June, 2020, and thereafter, a statement of the substance
48 of the Ordinance having been published as required by law, was finally passed by the Council on
49 the 22nd day of June, 2020.

50
51 ATTEST:

52
53 _____
54 Kimberly R. Nichols
55 City Clerk

John R. Heath, President
Salisbury City Council

56
57
58 APPROVED BY ME THIS:

59
60 _____ day of _____, 2020

61
62
63 _____
64 Julia Glanz, City Administrator



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

May 26, 2020

Chief Barbara Duncan
Chief of Police
Salisbury Police Department
699 West Salisbury Parkway
Salisbury, MD 21801

RE: PRAR-2020-0035

Dear Chief Duncan:

I am pleased to inform you that your grant application submitted by **Salisbury Police Department**, entitled "**Recruitment and Retention**," in the amount of ~~\$2,050.00~~ ^{\$24,200} has received approval under the Police Recruitment and Retention program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Salisbury Police Department's Recruitment and Retention initiative helps reduce existing gaps with recruiting and retaining personnel, and fosters collaboration within the agency to keep and maintain the best qualified sworn personnel. Grant funding provide incentives.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Angela Carpintieri**, your program manager, or **Dorothy Lee**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", with a stylized, cursive script.

V. Glenn Fueston, Jr.
Executive Director

cc: Colonel David T. Meienschein



5/26/2020

Governor's Office of Crime Control and Prevention



Control Number:

39030

Regional Monitor:

Carpintieri, Angela

Fiscal Specialist:

Lee, Dorothy

Grant Award & Acceptance Form

Grant Award Number: PRAR-2020-0035
Sub-recipient: Salisbury Police Department
Project Title: Recruitment and Retention
Implementing Agency: Salisbury Police Department
Award Period: **04/01/2020 - 06/30/2020**

CFDA: N/A

Funding Summary	Grant Funds	100.0 %	\$2,050.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$2,050.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

State

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Chief Barbara Inaccia

Typed Name And Title

6/11/2020

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 1 Approved by the Governor's Office of Crime Control & Prevention (GOCCP) of the submitted application, and the sub-award that it has generated, is for the time period stated in this Sub-award Package and constitutes no commitment for the continuation of funding beyond that time period.
- 2 This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.
- 3 This sub-award is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the GOCCP website, as accepted by the Authorized Official on the official Award Acceptance document. GOCCP retains the right to add Special Conditions, if and when needed, during the life of the award period. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from GOCCP for grant funds, irrelevant of the funding source.
- 4 The original Award Acceptance document containing the original signature of the Executive Director of GOCCP must be signed, preferably in BLUE INK, by the Authorized Official noted on the submitted application. This document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Acceptance of this sub-award constitutes a commitment. Failure to comply will prevent program/project activity and result in the delay of reimbursement.

The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the sub-award.

- 5 The Notice of Project Commencement/Delay form must be signed (initialed in Section II, AND signed at the bottom) by the Project Director and must be uploaded in the Grants Management System (GMS) WITHIN 30 CALENDAR DAYS of the receipt of the award package. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by GOCCP.

NOTE: If the project will not commence within 30 calendar days of the Starting Date of the Period of Award, an explanation of the steps taken to initiate the project, the reason for delay, and the expected commencement date must be explained and justified on the Notice of Project Commencement/Delay Form in Section III. Failure to comply will result in delay of reimbursement.

ANY delay of your project AFTER submission of the Project Commencement/Delay Form will require the submission of a Grant Modification Form and approval by GOCCP. One blank Modification form is sent with every award package. For potential future modifications of any kind you may access the form through the GOCCP GMS.

Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

- 6 The Federal Civil Rights Questionnaire (FCRQ) and Certification Form are a post award process that occurs bi-annually (2011, 2013, etc), and are for federal funds only. Submission of certification is completed through online registration. These documents must be completed and returned, with any additional attachments (posters, complaint forms), to GOCCP within 90 CALENDAR DAYS of the receipt of the Award and may be uploaded electronically to GMS. For internal assistance please contact your Department of Human Resources, Personnel Department, Fair Practices, or internal Human Resource/Personnel contact. The FIRST PAGE of the actual questionnaire MUST reference only ONE sub-award number. This must always be the second page of your response packet, with a copy of the federal Certification Form being the first. The certification process must be completed online as the Office of Justice Programs (OJP) no longer accepts paper forms. The Certification Form and additional instructions may be obtained at <http://www.ojp.gov/about/ocr/eeop.htm>.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 7 The Start Date of the Period of Award is the earliest date that can be used as the project commencement date. No obligation or expenditure of funds is allowed prior to this date.

The sub-award may be terminated by one or both parties with written notice. If the sub-award is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses MUST be provided within 60 calendar days. Also see General Condition #35.

- 8 The sub-recipient must implement this project according to the goals, objectives, and plans as proposed, accepted, and set-forth in this sub-award.
- 9 The attached Budget Notice is made part of the final grant proposal and sub-award. Where this Budget Notice may have been modified from the project budget submitted in the original application, it represents final approved expenses for the project and governs expenditures accordingly.

All NEW project personnel supported with grant funding MUST BE HIRED WITHIN 45 CALENDAR DAYS of receipt of the sub-award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the sub-award package. If project personnel are not hired within 45 calendar days, project personnel ALLOCATIONS MAY BE DE-OBLIGATED at the discretion of GOCCP. Also see General Condition #14.

- 10 SUPPLANTING is the use of GOCCP grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this sub-award has been awarded. Any salaries, positions, personnel expenses, contractual expenses, equipment, travel, and other expenses paid for with GOCCP grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.
- 11 The sub-recipient's acceptance of this sub-award constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award.

The sub-recipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this sub-award. Any requested change to this match (if applicable) must be submitted in writing on a GOCCP Grant Modification form and is subject to prior approval by GOCCP. Also see General Condition # 13.

- 12 All grant funds related to the sub-award project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the sub-award period or any pre-authorized extension thereof.

Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the sub-recipient.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 13** ANY requests for changes or modifications of any kind to any portion of this sub-award **MUST BE SUBMITTED IN WRITING PRIOR TO OCCURRENCE** using the GOCCP GRANT MODIFICATION FORM and may not take place until the Authorized Official or Project Director receives written approval from GOCCP. Written approval is sent in the form of a Grant Adjustment Notice (GAN).

This includes, but is not limited to: 1) budget revisions of any type, including proposed expenditures in a budget category that was not previously approved in the application stage; 2) change to award period; 3) change to Project Director or Fiscal Officer; 4) change to staff specified in the personnel category; 5) change to scope of program; and 6) ANY change that was not approved when the funds were originally awarded.

These changes may not be requested via telephone, fax, or email. See the Grantee's Toolbox area of the GOCCP website for specific instructions: <http://www.goccp.maryland.gov/grants/grantee-toolbox.php>

- 14** ANY intended or proposed changes to Key Personnel whose salary is funded in whole or part by this sub-award **MAY NOT TAKE PLACE UNTIL** a Grant Modification Form has been signed by the Authorized Official or Project Director, and submitted to GOCCP 15 CALENDAR DAYS PRIOR TO the intended change AND written approval (Grant Adjustment Notice - GAN) has been sent by GOCCP to the requesting sub-recipient. In addition, accurate and identifiable time and attendance records must be maintained on-site for all personnel hired/employed under this project. See the Grantees Toolbox area of the GOCCP website. Look under the section entitled Time and Effort Reports (timesheets).
- 15** If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to GOCCP, acknowledging the replacement and signed by the person exiting the position. However, should said person have already vacated the position, then the letter must come from the entities actual Authorized Official, acknowledging the change and name of the replacement person. If documentation is available please attach it to the original letter (e.g. Executive Order, acknowledgement of election, Board notes acknowledging confirmation, etc.).
- 16** The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer.

To authorize an alternate signature, the person granting authorization for another party to sign on their behalf must submit a letter, on letterhead, to GOCCP with their original signature in blue ink. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.).

If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings, etc.

- 17** If the sub-recipient does not have written procurement guidelines, the sub-recipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed via the internet at: <http://www.michie.com/maryland>.

Double click "MARYLAND CODE", select "STATE FINANCES AND PROCUREMENT", select "TITLE 13: SOURCE SELECTION, select: "SUBTITLE 1, 2, 3, or 4" based on applicability.

- 18** The submission of the Property Inventory Report Form (PIRF) is a requirement for any equipment that costs \$5,000 or more per unit cost, that is approved under this sub-award. The form is included in the Project Director's award package.

BPVP sub-awards are additionally referred to their Special Condition for the PIRF, all other conditions remain the same.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 19 The principal activities of this project may NOT be sub-contracted to another organization WITHOUT PRIOR APPROVAL by GOCCP. If prior approval was not obtained through the application process and is required after the program has been awarded, a Grant Modification Form must be submitted with detailed information and justification. Activities cannot occur until written approval in the form of a Grant Adjustment Notice (GAN) is received from GOCCP.
- 20 Sub-recipients are subject to the applicable requirements regarding the Drug Free Workplace of the governor's Drug and Alcohol Free Workplace executive order and implementing policies. This information may be obtained through the State of Maryland website at www.maryland.gov.
- 21 When issuing requests for proposals, bid solicitations, or other procurement requests, all sub-recipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.
- 22 When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the sub-recipient agrees that the source of funding of this project and the role of GOCCP must and will be clearly acknowledged. The sub-recipient will ensure that all publications resulting from this project will have the following language on the publication:
- "The Governor's Office of Crime Control & Prevention funded this project under sub-award number BJAG-2009-9000 (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."
- 23 GOCCP has the rights to reproduce, with attribution, and share any and all materials and documents generated as a result of this sub-award and project.
- 24 All sub-recipients are required to view the GOCCP Grants Management System (GMS) Training Videos, which can be accessed at: <http://www.goccp.maryland.gov/gms-training/>.

These videos provide step-by-step guidance through the online system, from application to reporting.

If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the GOCCP IT Staff at support@goccp.freshdesk.com.

- 25 The sub-recipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.
- 26 All GOCCP required forms must be generated by GOCCP or printed from the GOCCP web-based Grants Management System (GMS). Applications, and or reports, that are not in "Submitted" status online, will print with verbiage that includes the words "PENDING SUBMISSION." These forms will be rejected.

Rejected forms will be returned to the sub-recipient with a Notice of Dispute. The return of forms may delay programmatic and/or financial activity of this sub-award including, but not limited to, reimbursement of funds.

- 27 ALL Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the GOCCP web-based Grants Management System (GMS). Hard copies of reports are not required. Reports that are not in "Submitted" status online will have the words "Pending Submission" on them and will be returned with a Notice of Dispute.

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.

In accordance with policy, GOCCP may freeze the release of funds until a sub-recipient is current in the filing of all programmatic and financial reports.



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor:

Carpintieri, Angela

GOCCP Fiscal Specialist:

Lee, Dorothy

Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 28** PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GOCCP Grants Management System (GMS) on a quarterly basis. Hard copies of programmatic reports are not required. ** All programmatic reports (including matrix, DCTAT and PMT if applicable) are due NO LATER THAN 15 CALENDAR DAYS after the end of each quarter. This due date is PRIOR to submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online.

Where the start date of any sub-award may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30 reports due 10/15

10/01 - 12/31 reports due 01/15

01/01 - 03/31 reports due 04/15

04/01 - 06/30 reports due 07/15

In addition the GOCCP Regional Division Chief, Program Fund Manager, or Program Monitor, may request an Annual Progress Report. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.

- 29** The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. In order to process a Financial Report, the Programmatic Reports must be in "Submitted" status.

The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to any financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned with a Notice of Dispute.

Where the start date of any sub-award may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30 reports due 10/30

10/01 - 12/31 reports due 01/30

01/01 - 03/31 reports due 04/30

04/01 - 06/30 reports due 07/30

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 30** Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be electronically submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports submitted with Programmatic reports cannot be processed for payment unless programmatic reports are in "Submitted" status online.

FINAL Financial Reports must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, the sub-recipient must email the Fiscal Specialist and copy the Regional Monitor stating that the report is not final.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. All final financials must be submitted within 60 days or GOCCP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written across the top of the report. The corrections must be actual expenditures, not the variance. New signatures and current dates are required and can the report can be either emailed to the Fiscal Specialist and copying the Regional Monitor or uploaded into the documents tab of the grants management system.

- 31** Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. Financial reports cannot be processed for payment unless programmatic reports are in "Submitted" status in the online system (GMS).

If late reporting occurs, the expenditure or obligation may become the responsibility of the sub-recipient.

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.

- 32** In accordance with policy, GOCCP will freeze the release of funds until a sub-recipient is current in the filing of all reports, submission of documentation, and have resolved any remaining Notices of Disputes or issues.
- 33** In order to verify the appropriateness of all grant fund related expenditures, the GOCCP program staff will monitor the use of grant fund proceeds as reported by sub-recipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this sub-award and other such standards as they apply, are being met.

At any time during normal business hours, and as deemed necessary by GOCCP, the sub-recipient shall make available to GOCCP, fund source agencies, or State Legislative Auditors, or any of their authorized representatives, any of the fiscal and/or program records for inspection and audit. Also see General Condition # 39.

- 34** GOCCP may allow or require that a sub-recipient report, and be reimbursed, in increments other than quarterly under such conditions that are deemed appropriate.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 35** The performance of work under this award may be terminated by GOCCP in accordance with this clause in whole, or in part, whenever GOCCP determines that such termination is in the best interest of the State.

If the sub-recipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the sub-award, GOCCP may terminate the award by written notice to the sub-recipient. The notice shall specify the acts or omissions relied upon as cause for termination.

All finished or unfinished supplies and services provided by the sub-recipient shall become GOCCP property. GOCCP will pay all reasonable costs associated with this program that the sub-recipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the sub-award. An accounting of the current quarterly and year-to-date expenditures must be provided within 60 calendar days of the termination date. Also see General Condition #7.

- 36** The sub-recipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The sub-recipient also agrees to include a provision similar to that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. Also see General Condition # 6 (above).

The sub-recipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors, to file a discrimination complaint directly with the Implementing Agency or Grantee (sub-recipient via complaint form), the GOCCP (prime recipient via website), and/or directly with the Maryland Commission on Human Relations, St. Paul Street, 9th Floor, Baltimore, MD 21201 (410-767-8600), the Baltimore Office of the U.S. Equal Employment Opportunity Commission (EEOC), 10 South Howard Street, 3rd Floor, Baltimore, MD 21201 (410-962-3932), or directly with the Office of Civil Rights Office of Justice Programs in Washington, D.C.

- 37** ALL submissions of ANY kind to GOCCP (U.S. mail, hand delivered, etc.), should be mailed to:

Governor's Office of Crime Control and Prevention
100 Community Place
Crownsville, MD 21032

- 38** All sub-recipients must have proper documentation to present to GOCCP upon request, to prove compliance with the following Audit Regulations that apply:

Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their sub-award.

Non-Profit Organizations that have gross income from charitable contributions of at least \$500K must have proof that they received an annual audit by a certified public accountant.

Non-Profit Organizations that have a gross income between \$200K - \$500K must have proof that they have been reviewed by an independent auditor.

Proof must be provided that each of the above reports has been submitted to the Secretary of State within 6 months of the end of the entity's fiscal year.

Non-Profits that have gross income of less than \$200K must provide proof that they filed a 990-Form to the IRS for their fiscal year.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 39 All financial and programmatic information and receipts/back-up documentation must be retained during the award period, and for 3 years from the date of last activity, for monitoring and auditing purposes, and be made available upon request.
- 40 The sub-recipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- 41 The sub-recipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.
- 42 In addition to GOCCP's General (Post Award Instructions) and Special Conditions, the sub-recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by GOCCP. The financial guide may be accessed at the following web URL:
http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf
- 43 On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding newly enacted conference costs and reporting requirements
([http://www.in.gov/cji/files/Memorandum_to_All_OJP_Grantees_and_Contractors_Regarding_Revised_Conference_Cost_Guidelines_October_2011_\(2\).pdf](http://www.in.gov/cji/files/Memorandum_to_All_OJP_Grantees_and_Contractors_Regarding_Revised_Conference_Cost_Guidelines_October_2011_(2).pdf)).

In order to follow the federal guidelines, GOCCP will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the new federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

GOCCP may consider exceptions to this General Condition for non-OJP funded grants.

- 44 All sub-recipients of federal funds must comply (and will require any sub-contracts or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).
- 45 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.Gov, previously the Central Contractor Registry (CCR).
- A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. Information about the registration procedure for SAM can be found at www.sam.gov. Note: previous CCR (Central Contract Registry) information was migrated to SAM.gov.
- 46 No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- 47 All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of GOCCP.



Grant Award - General Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 48 Sub-recipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 49 The sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document, see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>
- 50 Your entity falls under the following federal requirement: Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEO) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEO Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eop/eeop.htm>.
- 51 Sub-recipients need to pay particular attention to the type of records that need to be maintained to support reimbursement claims for salaries, wages, and fringe benefits. Guidance can be referenced on page 70 of the OJP Financial Guide.
- The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include time sheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor.
- When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.
- 52 If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514 to be submitted to the Federal Audit Clearinghouse. If the audit discloses findings on GOCCP grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the sub-recipient from the pass-through entity as required by §200.521 Management decision.



Governor's Office of Crime Control and Prevention

Regional Monitor:
Fiscal Specialist:

Carpintieri, Angela
Lee, Dorothy

Grant Award - Special Conditions

Grant Award Number:	PRAR-2020-0035	Sub-Recipient:	Salisbury Police Department
Award Period:	04/01/2020 - 06/30/2020	Implementing Agency:	Salisbury Police Department
Project Title:	Recruitment and Retention		

- 1 This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCCP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Grantees Toolbox is provided as a resource on the GOCCP website (<http://www.goccp.maryland.gov/grants/grantee-toolbox.php>) to address frequently asked questions.
- 2 All awardees will be required to submit a fiscal year-end report that reflects the overall successes that were accomplished through the use of these grant funds. The report must describe in detail how law enforcement staffing has changed and provide a comparison of the recruitment and retention efforts over the previous year. Specifically, agencies must provide the retention rate and the average number of new hires prior to this funding, and after as a result of this funding. This fiscal year-end report will be due by July 15th and must also be uploaded into the online grants management system.

GRANT ADJUSTMENT NOTICE**Adjustment No: 2**

TITLE OF PROGRAM: Recruitment and Retention
FUNDING AGENCY: Salisbury Police Department
FUNDING SUBAGENCY: Salisbury Police Department
FUNDING PERIOD: 04/01/2020 To 06/30/2020

SECTION I. DEOBLIGATIONS & REOBLIGATIONS:

Previous Amount of Grant Award	\$2,050.00
Reobligation / Deobligation Amount	\$22,150.00
Adjusted Amount of Award	\$24,200.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Officers 3-5 years of service	Grant Funds	13	\$1,000.00	\$13,000.00
Officers 6-8 years of service	Grant Funds	14	\$800.00	\$11,200.00

Other Total: \$24,200.00

SECTION II. CHANGES:

No Changes to Project Director
No Changes to Fiscal Officer
No Changes to GOCCP Grant Monitor
No Changes to Fiscal Specialist
No Changes to Funding Manager
No Changes to Start Date
No Changes to End Date

SECTION III. OTHER ADJUSTMENTS & INFORMATION:

(Internal Modification) Internal modification to adjust total of award to \$24,200 based on Glenn's approval for additional supplemental funding (see activity log notes)

Other

Police Officer 3 years of service (\$350) - see above notes on approved supplemental funding Police Officers 15 years of Service (\$1,000) - see above notes on approved supplemental funding

Police Officers 8 years of service (\$700) - see above notes on approved supplemental funding

Officers 3-5 years of service +\$13,000 - \$1,000 x 13 officers = \$13,000

Officers 6-8 years of service +\$11,200 - \$800 x 14 officers = \$11,200

Processed by: _____

Approved: _____

Authorized Official Governor's Office of Crime Control and Prevention

Date: 6/9/2020

Memo

To: City Council

From: Laura Soper

Subject: COVID-19 Microgrant Program – Donation Acceptance from Delmarva Power

Date: 6/8/20

The Office of Business Development is requesting the Council's consideration to accept a donation from Delmarva Power in the amount of \$25,000 to be used into the COVID-19 Microgrant Program. There is an existing fund of \$82,393, and Delmarva Power has graciously offered to donate an additional \$25,000 to this fund.

The grants would be available on lottery basis for qualified Downtown businesses (must be within the Revolving Loan map area) and the maximum they could apply for is up to \$2,300.

The application process will be overseen by my department and in order to apply, the business must fill out an application that will require them to demonstrate either a financial need for the grant and specify what it will be used for.

Additional Program Guidelines are as follows

- Must have been established prior to March 5, 2020 and have employed no more than 25 full-time people at that time
- Businesses must have a physical location in the Revolving Loan boundaries map, be in good standing with the State of Maryland Department of Assessments & Taxation, Wicomico County, and the City of Salisbury
- Must be engaged in activities that were regulated or impacted by the COVID-19 Maryland's State of Emergency and have a license/permit associated to that regulation
- Have no pre-existing tax liens or legal judgements prior to March 5, 2020
- The following organizations are not eligible for funding
 - Non-profits
 - Medical service providers
 - Home based businesses located in a residence
 - Churches
 - Banks & financial institutions
 - Investment real-estate entities
 - Food trucks
 - National franchises
 - Government agencies

- Grants will be awarded on a lottery basis, and applications will be accepted during a 1 week period when the program is started.
 - Only one application per business will be considered at this time
 - Applicants must remain in business 1 year after receiving the funding.

Funds Can Be Used For:

- Provide paid sick leave to employees unable to work due to the direct effect of the coronavirus
- Maintaining payroll and/or retaining employees during business disruptions or substantial shutdowns
- Meeting increased costs to obtain materials unavailable from the applicant's original source due to interrupted supply chains
- Making rent or mortgage payments
- Repaying obligations that cannot be met due to revenue losses
- Purchasing PPE or spending on safety measures to reduce the spread of COVID-19

The goal of the program is to provide funding to businesses that were most impacted by the mandated shutdowns. Businesses that were mandated to fully close (non-essential retail, salons, etc) would receive first priority in applying for the funding. (Tier 1) If funding is not fully expended on these types of businesses, secondary businesses that were impacted by partial shutdowns could apply and potentially received funding. (Tier 2)

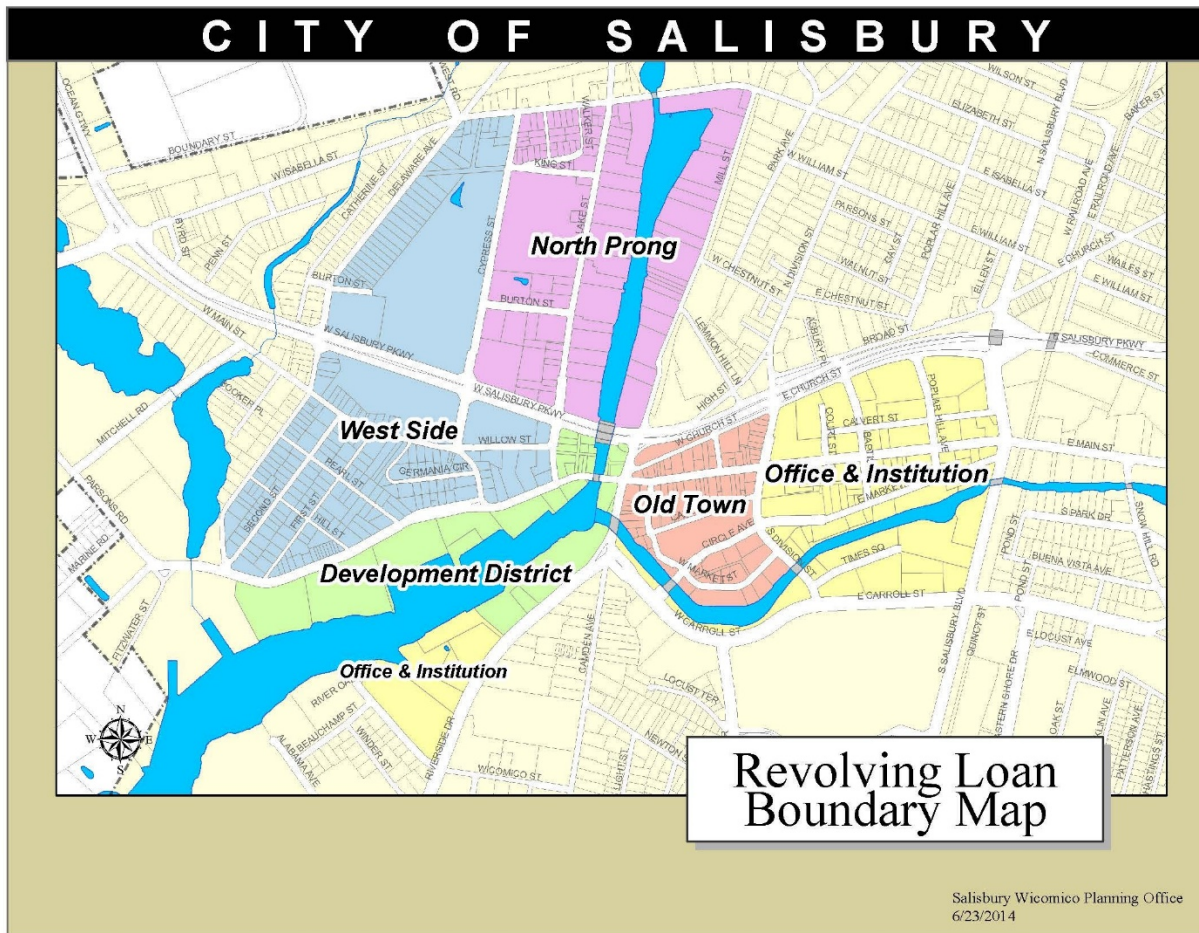
Process

1. An applicant can apply online or by email to LSoper@salisbury.md
2. The application will be reviewed by the Director of Business Development, an officer in the City of Salisbury Finance Department, and the Deputy City Administrator for completeness
 - a. The applicant must demonstrate a tangible and immediate need for funding
 - b. The applicant must certify that the funds will be used for the tangible and immediate need
3. Once the applicants are verified and approved, they will be classified by Tier 1 or Tier 2. Tier 1 applicants must meet all guidelines of the application process and demonstrate that they were mandated to be fully closed. Tier 2 applicants must demonstrate that they were mandated to partially close or saw a reduction in income as a result of COVID-19.
4. Tier 1 applicants will receive first priority and approved applications will be entered into a lottery system. If there are funds left over after the Tier 1 lottery system, a lottery will open for Tier 2 applicants.
5. Awardees will be selected at random and will receive the grant check via mail.
6. Awardees will be required to complete a disbursement form and must be able to produce receipts within 60 days of City approval



City of Salisbury

Jacob R. Day, Mayor



ORDINANCE NO. 2605

AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT A DONATION AND TO APPROVE A BUDGET AMENDMENT OF THE FY21 GENERAL FUND BUDGET TO APPROPRIATE FUNDS RECEIVED FROM THE DELMARVA POWER & LIGHT COMPANY FOR THE CITY OF SALISBURY COVID-19 MICRO-GRANT PROGRAM.

WHEREAS, Delmarva Power & Light Company wishes to donate up to \$25,000 to the City of Salisbury to be used for the Covid-19 Business Micro-grant program; and

WHEREAS, the funds received from the Delmarva Power & Light Company will directly benefit businesses in the Revolving Loan boundary map that suffered losses in relation to the COVID-19 State of Maryland Executive Orders and mandated closures; and

WHEREAS, the City of Salisbury Office of Business Development requests that these funds in the amount of \$25,000.00 be placed in the COVID-19 Micro-Grant Account, 30400-456415 to provide micro-grants for eligible businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that funds of up to \$25,000 are accepted from the Delmarva Power & Light Company.

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

- 1) Increase General Fund Revenue by \$25,000.00
- 2) Increase the Revolving Loan Microgrant budget by \$25,000.00.

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 22nd day of June 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the _____ day of _____, 2020

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

Approved by me this _____ day of _____, 2020

Julia Glanz, City Administrator



MEMORANDUM

To: Andy Kitzrow
Julia Glanz, City Administrator

From: Laura Soper, Director of Business Development

Subject: Main Street Improvement Grant

Date: 5/21/20

Attached is an Ordinance to accept funding from the Maryland Department of Housing and Community Development, Main Street Improvement Grant program. This funding, in the amount of \$40,000, was originally purposed for the 2020 National Folk Festival and to fund stipends for the various coordinators associated with the Festival, their work expenses, and some office expenses for the Local National Folk Festival Manager. However, due to the postponement of the 80th National Folk Festival, the Department of Housing and Community Development is reviewing a reallocation plan submitted by the City of Salisbury.

Under the reallocation plan, \$24,494.66 would be reimbursed for expenses already incurred by the FY20 National Folk Festival. \$3,000 would go towards the office rent for the Director of the National Folk Festival. And the remaining \$12,505.34 would be reallocated to a COVID-19 Microgrant program.

The National Folk Festival uses the Arts Entertainment's non-profit status to accept donations, sponsorships, and to make payments. Since this is the case, we received written approval from DHCD to shift some of these funds to the National Folk Festival bank account c/o the Salisbury Arts and Entertainment District. The Local Manager will be required to follow all stipulations of the Grant Agreement when expending the funds and the City will need to sign an amendment to the MOU with the Arts & Entertainment District c/o the National Folk Festival to transfer these funds.

Included is the proposed MOU, Grant Agreement, and a spreadsheet of the previously proposed budget and new proposed budget and uses.

USES OF FUNDS		SOURCES OF FUNDS						TOTALS
	Funds Spent (or will be spent)	DHCD	FUNDS LEFT	REALLOCATE	REALLOCATE TO PROJECT	NEW BUDGET	Grantee	
NFF – Sby Local Manager Salary & Benefits							\$65,761.05	
NFF Licensing Fees & Expenses							\$145,000.00	
Office space for NFF Manager	\$3,000.00	\$3,000.00	\$0.00	\$0.00	Keep as is	\$3,000.00		
Office supplies	\$1,000.00	\$1,000.00	\$0.00	\$0.00	Keep as is	\$1,000.00		
Volunteer Coordinator – 2 (\$3,500 each)	\$0.00	\$7,000.00	\$7,000.00	\$7,000.00	Development Coordinator Expense	\$0.00		
Food Vendor Coordinator	\$1,364.00	\$4,000.00	\$2,636.00	\$2,636.00	Downtown Micro-grant Program	\$1,364.00		
Food Vendor Assistants – 6 (\$750 each)	\$0.00	\$4,500.00	\$4,500.00	\$4,500.00	Downtown Micro-grant Program	\$0.00		
Marketplace Coordinator	\$1,000.00	\$3,000.00	\$2,000.00	\$2,000.00	Downtown Micro-grant Program	\$1,000.00		
Transportation Coordinator	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	Downtown Micro-grant Program	\$0.00		
School Shows Coordinator	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	Development Coordinator Expense	\$0.00		
Development Coordinator	\$9,000.00	\$10,000.00	\$1,000.00	\$0.00	Keep as is, plus increase	\$18,000.00		
Miscellaneous Coordinator Expenses (\$1,000 for volunteer, \$1000 for transportation)	\$930.66	\$2,000.00	\$1,069.34	\$1,069.34	Downtown Micro-grant Program	\$930.66		
Social Media Marketing – attract vendors and artists	\$0.00	\$800.00	\$800.00	\$800.00	Downtown Micro-grant Program	\$0.00		
Print marketing - attract vendors and artists	\$600.00	\$600.00	\$0.00	\$0.00	Keep as is	\$600.00		
Website maintenance fee (\$100/month Oct-May, \$250/month June – Sept)	\$700.00	\$1,600.00	\$900.00	\$0.00	Keep as is	\$1,600.00		
Downtown COVID-19 Microgrant Program					New line item	\$12,505.34		
TOTALS	\$17,594.66	\$40,000.00	\$22,405.34	\$20,505.34		\$40,000.00	\$210,761.05	\$333,671.73

OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this "**Agreement**") entered into as of the Effective Date (as hereinafter defined), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("**DHCD**") and the CITY OF SALISBURY (the "**Grantee**").

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "**Program**"). The Program includes (i) Operating and Technical Assistance Grants ("**TAG Grants**"), pursuant to §4-211 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and the Code of Maryland Regulations ("**COMAR**") 05.11.01; and (ii) Main Street Improvement Program Grants ("**MIP Grants**"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.13.02, and DHCD's general authority to administer and implement programs, pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "**Act**."

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities;

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government; and

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated April 22, 2019 (the "**Application**"), DHCD has approved an award of **MIP Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "**Guide**"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. **Specific Purpose.** The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in Exhibit A attached hereto (the "**Project**").

2. **Grant Amount.**

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000) (the "**Grant**").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as detailed in the budget (the "Budget") set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period.

The Grant shall be disbursed over a one year term (the "Grant Period"). The Grant Period is deemed to commence on the Effective Date.

5. Expenditure of the Grant. Grantee agrees to use the Grant funds only for the approved Project. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. Grantee shall use the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are and remain true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds under the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however to any special conditions set forth in Exhibit C.

(e) Disbursements of the Grant shall be made on a quarterly basis. DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each periodic disbursement request all costs for which payment is requested.

(f) DHCD may make disbursements of the Grant more frequently than quarterly if DHCD, in its sole discretion, determines that a disbursement would materially benefit the Project and help the Grantee accomplish the Project Activities.

(g) DHCD reserves the right not to disburse all or any portion of the Grant if in the sole discretion of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total

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amount of the Grant; (iii) Grantee is in default under this Agreement; or (iv) the Project is not performing to the satisfaction of DHCD.

(h) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or other State of Maryland ("State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities and matching source of funds set forth in the Budget; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD in its sole discretion may:

- (i) Reduce or withhold payment in response to Grantee's next disbursement request;
- (ii) Demand repayment from Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports: Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 5 years following termination of this Agreement.

(b) Quarterly Progress Reports. Grantee shall provide DHCD with quarterly progress reports on each of January 1, April 1, July 1, and October 1, in a form to be provided by DHCD, which shall contain information about the progress of the Grantee in relation to the Project, and Grantee's organizational goals, problems encountered, expenditures made against the Budget, and a projection of

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revenues required for the next quarter, including a disbursement request, if applicable. Grantee shall ensure that each quarterly progress report is received by DHCD within 10 working days of the close of the quarterly period.

(c) Final Report. Within 45 days after the expiration of the Grant Period, the Grantee shall submit to DHCD a final report (the "Final Report") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of the Grantee, which lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

(d) Audit. Grantee shall provide DHCD with:

- (i) An annual financial statement within 30 days of the end of the fiscal year of Grantee, and
- (ii) Copies of any audits performed on Grantee's records by any other entities.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD or DHCD's designee if DHCD deems it necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is either a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(b) This Agreement has been duly authorized, executed and delivered by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;

(c) No member, officer, or employee of Grantee, or its designees or agents, no consultants, no member of the governing body of Grantee, and no other public official of Grantee who exercises or has exercised any functions or responsibilities over the Project shall have or obtain a personal or financial interest or benefit from the activities under the Project, or have an interest in any contract, subcontract, or agreement with respect herewith;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project Activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit other to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Awardee receives financial or technical assistance from the Department, on the grounds of race, color, or national origin;

(ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;

(iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;

(iv) The Department's Minority Business Enterprise Program, as amended;

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(v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;

(vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);

(vii) The Americans with Disabilities Act of 1990, as amended;

(viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);

(ix) The Secretary's Policy Statement on Equal Opportunity, to the end that the Department shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and

(x) All other related applicable Federal and State laws, regulations, and rules.

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(ii) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement or prohibited by law.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State, and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 et seq. of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the "PIA Act"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA Act. Requests for disclosure of information made pursuant to the PIA Act are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA Act.

16. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(a) Communications to DHCD shall be mailed to:
Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201
Attn: Christine McPherson, Project Manager

(b) Communication to Grantee shall be mailed to:
City of Salisbury
125 N. Division Street
Salisbury, MD 21801
Attn: Laura Soper, Director of Business Development

17. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

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19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to conflict of laws provisions.

20. Effective Date. This Agreement is effective as of the date of its execution by DHCD (the "Effective Date").

21. CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

CITY OF SALISBURY

Ronna's Day

By:

[Signature] (SEAL)

Name: Julia Glanz

Title: Town Administrator

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By:

[Signature] (SEAL)
[Signature] Assistant Secretary
Division of Neighborhood Revitalization

12/18/19

Effective Date

Approved for form
and legal sufficiency

[Signature]

Assistant Attorney General

Exhibit A - Description of the Project Activities

Exhibit B - Project Budget

Exhibit C - Special Conditions

EXHIBIT A**OPERATING ASSISTANCE GRANT PROGRAM****SCOPE OF SERVICES**

As more fully described in Grantee's application for funds
dated April 22, 2019

GRANTEE: City of Salisbury

PROJECT ADDRESS: 125 N. Division Street Salisbury, MD 21801

GRANT AMOUNT: \$40,000

USE OF FUNDS: Funds will be used to support costs associated with staffing and programs related to event logistics and planning for the National Folk Festival.

OTHER CONTRIBUTION(S)

<u>Source of Funds</u>	<u>Amount</u>	<u>Value Derivation</u>
City of Salisbury	\$210,761.05	Cash

EXHIBIT B
OPERATING ASSISTANCE GRANT PROGRAM
PROJECT BUDGET

USES OF FUNDS	DHCD	Grantee	TOTALS
Office Space for National Folk Festival Manager	\$3,000		\$3,000
Office Supplies	\$1,000		\$1,000
Volunteer Coordinator – 2 (\$3,500 each)	\$7,000		\$7,000
Food Vendor Coordinator	\$4,000		\$4,000
Food Vendor Assistant – 6 (\$750 each)	\$4,500		\$4,500
Marketplace Coordinator	\$3,000		\$3,000
Transportation Coordinator	\$1,500		\$1,500
School Shows Coordinator	\$1,000		\$1,000
Development Coordinator	\$10,000		\$10,000
Miscellaneous Coordinator Expenses (\$1,000 for volunteer, \$1,000 for transportation)	\$2,000		\$2,000
Social Media Marketing – attract vendors and artists	\$800		\$800
Print Marketing – attract vendors and artists	\$600		\$600
Website Maintenance Fee	\$1,600		\$1,600
National Folk Festival – Local Manager Salary & Benefits		\$65,761.05	\$65,761.05
National Folk Festival Fees & Expenses		\$145,000	\$145,000
TOTALS	\$40,000	\$210,761.05	\$250,761.05

EXHIBIT C
OPERATING ASSISTANCE GRANT PROGRAM
SPECIAL CONDITIONS

MEMORANDUM OF UNDERSTANDING

Third Amendment

This Memorandum of Understanding (Amended) made as to this ____ day of _____, 2020 (the "Effective Date"), by and between the City of Salisbury ("City") and The Salisbury Arts and Entertainment District, Inc., a 501(c)(3) organization ("Contractor") to assist in the administration of funds for the Salisbury National Folk Festival ("NFF").

RECITALS

Whereas, the City and Contractor signed a Memorandum of Understanding on November 29, 2017 for administration of funds for the Salisbury National Folk Festival; and

Whereas, the City has received additional grant funds from the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") for use in connection with the Folk Festival; and

Whereas, the City is authorized and desires to transfer up to \$24,494.66 of the DHCD's grant funds for authorized expenditures identified under the DHCD grant to Contractor for allowable expenditures; and

Whereas, Contractor accepts responsibility for financial compliance under the DHCD grant terms and conditions and those contained in the signed Memorandum of Understanding between the parties, including proof of and documentation of all expenditures in compliance with the DHCD grant.

NOW, THEREFORE, in consideration of the mutual promises, recitals and agreements contained herein, and for other good and valuable consideration, the November 29, 2017 Memorandum of Understanding between the parties is amended by adding the following language to Section 8.6:

, and includes the grant agreement between the City and the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") dated December 18, 2019 from which up to \$24,494.66 will be provided to Contractor and/or Manager for payment of expenses related to the Folk Festival as outlined in the DHCD grant to the City of Salisbury. Contractor and Manager shall account for all expenses and disbursements in accordance with that grant as required under the terms and conditions of the grant.

WITNESSED BY: THE SALISBURY ARTS AND ENTERTAINMENT DISTRICT, INC.

Name:

Chairperson

ATTEST:

THE CITY OF SALISBURY

Name:

Julia Glanz, City Administrator

Name:

Caroline O'Hare, Local Festival Manager

ORDINANCE NO.2606

A RESOLUTION OF THE CITY OF SALISBURY ACCEPTING GRANT FUNDS FROM THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, A PRINCIPAL DEPARTMENT OF THE STATE OF MARYLAND (“DHCD”) AND AMENDING THE FY2020 BUDGET TO ALLOW FOR THE TRANSFER OF UP TO \$24,494.66 OF THE FUNDS TO THE SALISBURY ARTS AND ENTERTAINMENT DISTRICT, INC. C/O THE SALISBURY FOLK FESTIVAL FOR PROCESSING OF APPROVED CATEGORIZED EXPENDITURES CONSISTENT WITH THE GRANT IN CONNECTION WITH THE FOLK FESTIVAL AND TO ALLOW FOR THE EXPENDITURE OF \$12,505.34 FOR THE COVID-19 MICRO-GRANT FUND PROGRAM.

WHEREAS, the City of Salisbury in April 2019 submitted an Operating Assistance Grant to the Department of Housing and Community Development for financial assistance in carrying out community development activities, specifically to include assistance with the National Folk Festival to be held in the City of Salisbury; and

WHEREAS, the City of Salisbury was recently awarded grant funds of \$40,000 by the Department of Housing and Community Development, a principal department of the State of Maryland (“DHCD”) and signed the grant agreement on December 18, 2019; and

WHEREAS, the DHCD authorized the City of Salisbury to disperse grant funds directly to The Salisbury Arts and Entertainment District c/o the National Folk Festival and considered that doing so was an appropriate use of grant funds related to the Folk Festival; and

WHEREAS, invoices and proof of payments to substantiate funds directly transferred to The Salisbury Arts and Entertainment District c/o the National Folk Festival is still required in connection with the grant; and

WHEREAS, the National Council for the Traditional Arts (NCTA), in collaboration with the City of Salisbury announced the postponement of the 2020 National Folk Festival; and

WHEREAS, the National Folk Festival incurred many expenses for the 2020 Festival in advance of the postponement; and

WHEREAS, pursuant to the Operating Agreement between the City of Salisbury and NCTA signed in June of 2017, the City is responsible for the incurred expenses; and

WHEREAS, the City of Salisbury desires to transfer up to \$24,494.66 of grant funds directly to The Salisbury Arts and Entertainment District c/o the National Folk Festival in order to allow the festival to be reimbursed those funds as outlined in the DHCD grant exhibits; and

WHEREAS, \$3,000.00 of the grant funds will also be used to pay the rent for the office space needed for the Salisbury Folk Festival manager; and

WHEREAS, due to the postponement of the 2020 Festival there is money remaining from the DHCD grant; and

WHEREAS, the City of Salisbury already has in place with The Salisbury Arts and Entertainment District, Inc., a Memorandum of Understanding to assist in the administration of funds for the Salisbury National Folk Festival; and

WHEREAS, the Memorandum of Understanding shall be amended by adding in a specific requirement for The Salisbury Arts and Entertainment District, Inc. to require it to provide full financial reporting in accordance with the DHCD grant to ensure that all grant requirements are followed and not violated, which shall also include indemnification language to protect the City of Salisbury; and

WHEREAS, the City of Salisbury has submitted a reallocation plan for \$12,505.34 of the remaining funds to be used in conjunction with a COVID-19 business related micro-grant program; and

WHEREAS, DHCD is currently reviewing reallocation plans for the remaining funds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the DHCD grant award of \$40,000.00 is hereby accepted by the City of Salisbury and that the grant funds shall be utilized by the City of Salisbury in accordance with the terms and conditions of the grant to include permission for the City of Salisbury to transfer \$24,494.66 from the grant to The Salisbury Arts and Entertainment District, Inc. for use in connection with the Salisbury Folk Festival as outlined in the grant award; that \$3,000.00 be transferred for the payment of office space rent for the Folk Festival manager; and that \$12,505.34 from the grant be authorized for use as part of the COVID-19 Micro-grant program.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL THAT an amendment to the Memorandum of Understanding with The Salisbury Arts and Entertainment District, Inc. to identify the DHCD grant funds is also approved.

AND BE IT FURTHER ORDAINED BY THE CITY COUNCIL THAT the FY2020 budget is hereby amended as follows:

1. Increase the MD Dept of Housing Community Development Revenue Account (10500-423601-730xx) by \$40,000.00
2. Increase the Office – Rent Expense Account (1500-554400-730xx) by \$3,000.00
3. Increase the Subrecipient – SBY A & E Expense Account (10500-569301-730xx) by \$24,494.66
4. Increase the COVID-19 Micro-Grant Program Expense Account (10500-546006-730xx) by \$12,505.34

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

92
93 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
94 Salisbury held on the 22nd day of June, 2020, and thereafter, a statement of the substance of the
95 Ordinance having been published as required by law, was finally passed by the Council on the
96 ____ day of _____, 2020.

97
98 ATTEST:

99
100 _____
101 Kimberly R. Nichols
102 City Clerk

John R. Heath, President
Salisbury City Council

103
104 APPROVED BY ME THIS:

105
106 ____ day of _____, 2020

107
108 _____
109 Julia Glanz, City Administrator



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda H. Pollack, P.E., Director of Infrastructure & Development
Date: June 4, 2020
Re: Budget Amendment – CBF Grant for Tree Study

AP

The Department of Infrastructure & Development is requesting consideration for a budget amendment to accept a grant from the Chesapeake Bay Foundation. The City is one of six local jurisdictions that is sharing a Circuit Rider for Stormwater projects as part of the Healthy Waters Roundtable Work Group. The Circuit Rider is employed by the Chesapeake Bay Foundation and funded by the six jurisdictions, the Maryland Department of the Environment and with a National Fish and Wildlife Federation (NFWF) Grant. As part of this program, each jurisdiction is receiving funding to implement a project, which can include a study, design or construction.

Salisbury is receiving \$69,866.60 in grants to complete a Tree Canopy Study which includes an assessment of tree planting opportunities on City properties. The study will provide a recommendation of a city-wide tree canopy goal based on the desktop analysis of city parks, existing tree canopy levels in street rights-of-way and private property. The study will also identify tree species that are prevalent in the City. The City will utilize a vendor from our Stormwater Support Contract to complete the study. The grant amount is based on the actual scope of work for the study per the attached proposal.

Attached is the sub-award grant agreement from CBF. Unless you or the Mayor have further questions, please forward a copy of this memo, the agreement and the ordinance to the City Council.



The Stables Building
2081 Clipper Park Road
Baltimore, MD 21211

May 22, 2020

Amanda Pollack
City of Salisbury Infrastructure and Development Department
125 N. Division St., Suite 202
Salisbury, MD 21801

Re: Tree Canopy Study
Biohabitats Proposal No. P20185.01
Subject: Scope of Work and Fee

Dear Ms. Pollack:

Thank you for reaching out to Biohabitats to conduct a tree canopy study for the City of Salisbury. Per your request, Biohabitats has prepared the following scope and fee to conduct a desktop analysis of tree canopy within the City, assess plantable areas, develop concepts for plantable areas, evaluate programs and regulations that impact tree canopy, and produce a summary document.

We will work with the City to develop the optimal approach to conducting the work to yield the best value. We are available to initiate the work immediately upon your direction to begin. If you have questions regarding this information, please call me at (530) 723-4852.

Sincerely,

BIOHABITATS, INC.

Rebecca Winer-Skonovd
Senior Environmental Scientist



SCOPE OF WORK

1. Biohabitats will identify tree canopy within City limits, identify plantable areas, review program and regulations that may increase or decrease tree canopy, and create a summary document.
2. Specific deliverables include a data wish list, tree canopy GIS layer that incorporates existing sea level rise mapping, summary of field assessment results, concepts for four planting opportunities, summary document, conference call agendas and meeting notes. All deliverables will be provided in an electronic format.
3. The City of Salisbury will provide consolidated comments on draft deliverables and provide a signed carry letter.
4. The scope of work does not include identification or remediation of hazardous, toxic or radioactive waste.
5. This proposal is valid for a period of 60 days, after which it may be renegotiated.

WORK PLAN

Task 1 Project Kick-off and Data Collection

A kick-off call will be held with City staff to review the scope of work, approach, and timeline. Time under this task includes collecting and reviewing relevant GIS data, reports, and other documentation (such as the City's Tree City, Bee City, and Bird City applications).

Deliverables

- Conference call agenda and meeting notes
- Data request wish list

Biohabitats assumes the City staff will:

- Provide relevant data and reports, as available. This includes GIS data needed to complete the analysis of plantable areas in Task 2, including utilities and sea level rise. Biohabitats assumes that the sea level rise data will be available in a format that can be easily brought into GIS.

Task 2 Desktop Assessment: Tree Canopy 2018 Conditions

Biohabitats will perform an automated tree canopy classification with desktop accuracy assessment using National Agriculture Imagery Program (NAIP), 4-band aerial imagery from 2018. The output will be a GIS raster file with a three-category landcover classification: trees, non-tree vegetation, and non-vegetation. Spatial differences in tree canopy between areas of the City will be summarized by categories which may include zoning, neighborhoods, and/or street rights-of-way vs parcels. Summary of the methodology and results will be documented in the Task 4 Summary Document.

Using the output of the Tree Canopy Analysis and other GIS data available from the City of Salisbury, such as utilities, easements, and sea level rise, we will perform a desktop analysis to

identify potential tree planting areas on City property and other public lands, such as schools. Review of the desktop analysis with the City project manager will define and prioritize sites on City park property for field assessment. Finally, we will recommend a city-wide tree canopy goal based on the desktop analysis of city parks, existing tree canopy levels in street rights-of-way and private property, and input from City staff. A conference call will be held to discuss results, discuss a potential tree canopy goal for the City, and finalize sites for assessment under Task 3.

Deliverables

- GIS layer depicting tree canopy conditions
- GIS layer of plantable public lands
- Conference call agenda and meeting notes

Biohabitats assumes that City staff will:

- Provide input and final direction for priority City properties for field assessment and tree canopy goal

Task 3 Field Assessment: Evaluate City-Owned Properties for Planting/Enhancement

Biohabitats, with participation from GMB, will utilize a modified version of the Urban Reforestation Site Assessment (CWP, 2006) to identify significant opportunities for reforestation of undeveloped or underutilized land on publicly-owned parcels with an emphasis on City parks. Sites from Task 2 output will be the primary focus. The primary objective is to identify candidates for reforestation, especially the largest available unforested areas and areas bordering the longest length of stream. Specific opportunities will be based on (1) planting viability by evaluating vegetation, soils, slopes, and site hydrology; (2) site constraints owing to current/planned uses, access, utilities, wetlands, required setbacks, and aesthetics issues; and (3) potential benefits evidenced by wildlife, invasive species, and total area available for forest planting. Other opportunities to improve existing vegetative conditions, remove invasives, and/or restore wetlands and other natural habitats will also be identified and impacts of sea level rise will be taken into account.

Up to 12 sites will be assessed. A “site” will be defined in collaboration with City staff. Constraints may need to be placed on the definition of a site (e.g., 1 site = 10 acres of assessed area) to ensure that we meet scope and budgetary assumptions (i.e., field crews will be able to assess 4 sites/day).

Once field work is complete, concepts will be developed for the top four sites. The top sites will be identified based on size of planting area, general feasibility, and discussions with City staff. Concepts will consist of a summary of onsite conditions and planting opportunities, including planting recommendations (species, number, location, etc.). Additional onsite recommendations may be made related to management of existing vegetation and invasives species, and sea level rise, where appropriate. A map, generated in GIS, will identify proposed planting area, any major areas of invasive species, and potential access.

Deliverables

- Summary of field assessment results in tabular format
- Draft and final concepts for top four planting opportunities
- Conference call agenda and meeting notes

Biohabitats assumes that City staff will:

- Provide signed carry letter on City letterhead (Biohabitats will provide text for letter)
- Provide one consolidated set of comments on draft concepts

Task 4 Summary Document

Under this task, Biohabitats will create a Summary Document that is readable and concise. As part of the Summary Document, Biohabitats will conduct a program review that identifies key City programs and regulations influencing tree canopy and make recommendations to maintain and increase tree canopy. This review may include the City's Stormwater Utility Fee Credit and development regulations such as tree planting requirements for new development. The Summary Document will include the following:

- Summary of program review recommendations
- Summary of desktop assessment methodology and findings, and potential implications related to sea level rise
- Summary of field assessment methodology and findings
- Recommendations to increase canopy
- Maps of 2018 tree canopy, publicly owned plantable areas with sea level rise overlay
- Appendices including concepts for top four planting sites

A conference call will be held with the City to review the Draft Summary Document and discuss the City's questions and comments on the draft.

Deliverables

- Draft and Final Summary Document
- Conference call agenda and notes

Biohabitats assumes that City staff will:

- Provide one consolidated set of comments on the Draft Summary Document

SCHEDULE

Biohabitats is available to begin work on these tasks immediately upon notice-to-proceed. Biohabitats agrees to the schedule; however weather and ongoing COVID-19 restrictions, and other delays beyond our control may result in overall schedule delay.

Task	Completion Timeline
Task 1: Project Kick-Off and Data Collection	14 days NTP
Task 2: Desktop Assessment: Tree Canopy 2018 Conditions	60 days NTP
Task 3: Field Assessment/ Evaluate City-Owned Properties for Planting/Enhancement ¹	120 days NTP
Task 4: Summary Document	120 days NTP

¹: Task 3 includes draft and final concepts; field work is estimated to be completed 90 days NTP, with draft and final concepts delivered with draft and final summary document

FEE

Compensation to Biohabitats for the services described herein are in accordance with the Scope of Work, Work Plan and Schedule specified above. Compensation shall be on a time and expense basis. The budget to perform this work is as follows (detailed budget provided in Attachment A):

Task	Total Cost
Task 1: Project Kick-Off and Data Collection	\$ 4,220.00
Task 2: Desktop Assessment: Tree Canopy 2018 Conditions	\$ 18,280.00
Task 3: Field Assessment/ Evaluate City-Owned Properties for Planting/Enhancement	\$ 24,836.60
Task 4: Summary Document	\$ 22,530.00
Total	\$ 69,866.60

ORDINANCE NO. 2607

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT AND ACCEPT A GRANT FROM THE CHESAPEAKE BAY FOUNDATION FOR THE PURPOSE OF A TREE CANOPY STUDY AND APPROVING AN AMENDMENT OF THE FY21 BUDGET TO ALLOCATE SAID FUNDS FOR PURPOSES OF IMPLEMENTATION.

WHEREAS, the City of Salisbury is a partner with the Chesapeake Bay Foundation through a Healthy Waters Roundtable Work Group; and

WHEREAS, the Chesapeake Bay Foundation and the City of Salisbury have been working together to improve the urban tree canopy throughout the City of Salisbury; and

WHEREAS, the City of Salisbury desires to prepare a Tree Canopy Study and assessment of tree planting opportunities; and

WHEREAS, the Project will enhance the environment for the City's residents and visitors; and

WHEREAS, Chesapeake Bay Foundation has awarded the City with a grant in the amount of \$69,866.60 to provide for the Tree Canopy Study; and

WHEREAS, the City shall accept the grant in the form of reimbursements and transfer those funds from the Reimbursement Account to the Capital Projects Account.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Grant Agreement accepting the project terms, for the betterment of the City and its residents, and accept the grant of \$69,866.60 from the Chesapeake Bay Foundation to perform a Tree Canopy Study and further authorizes grant reimbursements to be transferred to the appropriate Capital Project account.

BE IT FURTHER ORDAINED that the City's Grant Fund Budget be amended as follows:

- 1) Increase the FY21 Chesapeake Bay Foundation Grant Revenue Account (10500-424650-xxxxx) by \$69,866.60
- 2) Increase the FY21 Chesapeake Bay Foundation Grant Expense Account (10500-513400-xxxxx) by \$69,866.60

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 22nd day of June, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2020.

52 ATTEST:

53

54

55 _____
56 Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

57

58 APPROVED BY ME THIS:

59

60 _____ day of _____, 2020

61

62

63 _____
Julia Glanz, City Administrator

INDEPENDENT SUBAWARD AGREEMENT

This Independent SubAward Agreement (the “Agreement”) is entered into as of June 4, 2020 (the “Effective Date”) between Chesapeake Bay Foundation, Inc. (“CBF”), a Maryland non-profit corporation, located at Philip Merrill Environmental Center, 6 Herndon Avenue, Annapolis, MD 21403, and City of Salisbury Maryland (“SubAwardee”), located at 125 N Division Street, Room 103, Salisbury, MD, 21801 and Social Security #/Fed ID 52-6000806.

WHEREAS, CBF is a non-profit, charitable organization dedicated to the conservation of the Chesapeake Bay and its rivers and streams;

WHEREAS, SubAwardee is a City in the State of Maryland;

WHEREAS, CBF wishes to hire SubAwardee to provide services to CBF as described in detail below, and SubAwardee wishes to provide such services to CBF; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **The Services.** SubAwardee will provide the services to CBF as set forth on the attached Statement(s) of Work (each collectively referred to as “SOW”) and will provide various deliverables to CBF on a timeline mutually agreed upon between the parties and made a part hereof. The parties may modify the SOWs at any time upon the mutual written agreement of the parties. CBF understands that any modifications to any SOW may result in a change in the price and the timeline.

2. **Conditions.** This Agreement involves Federal Funds through Grant Award# 0602.17.057428 and CFDA# 66.466 from Awarding Agency, National Fish & Wildlife Foundation (NFWF). SubAwardee’s acceptance of Federal Funds renders the SubAwardee to (NFWF’s Terms and Conditions) provided herein. SubAwardee’s financial management system must comply with SubAwardee’s documented internal control requirements including but not limited to cash receipts, cash disbursements, indirect costs, procurement, labor costs and interest earned on contract funds. In addition, SubAwardee must comply with all applicable Federal laws and regulations imposed on individuals and organizations receiving Federal Funds, including but not limited to Equal Opportunity Employment, the Americans with Disabilities Act and Drug-Free workplace requirements. SubAwardee agrees to perform the Services in accordance with said provisions and other applicable State and Local laws.

3. **Term and Termination.** The Term of this Agreement shall begin on the Effective Date as stated in the SOW and shall end upon CBF’s acceptance of all the deliverables set forth on the SOW and complete payment by CBF of all costs and expenses, unless earlier terminated as provided herein. Each party shall have the right to terminate this Agreement upon a material breach by the other party, if the breach remains uncured after twenty (20) days following the breaching party’s receipt of written notice from the non-breaching party outlining the nature of the breach. In addition, either party may terminate this Agreement at any time upon written notice to the other party provided that there are no pending SOWs. Furthermore, CBF may terminate this Agreement at any time upon written notice to SubAwardee if CBF’s funding for the project is terminated. In the event of early termination for any

reason, SubAwardee shall deliver to CBF all work product created up through the effective date of termination, and all fees shall be prorated based on the amount of work satisfactorily completed as of the effective date of termination. If CBF has overpaid, SubAwardee shall pay CBF the overage within twenty (20) days of the effective date of termination. If CBF has underpaid, CBF shall pay the balance due within twenty (20) days of the effective date of termination.

4. Compensation and Expenses. As consideration and compensation of SubAwardee's satisfactory performance in accordance with this Agreement, CBF agrees to pay SubAwardee the amounts set forth on the SOWs according to the payment plan in the SOWs. SubAwardee must submit a completed W-9 to CBF before payment will be made. All invoices must include current and cumulative costs and must be sent to CBF's Financial Contact by email to apeprmd@cbf.org. SubAwardee shall be responsible for all expenses relating to providing the services, unless specified otherwise in any SOW. A final statement of cumulative costs, including cost sharing, marked "FINAL" must be submitted to CBF's Financial Contact, apeprmd@cbf.org as set forth in the SOW.

5. Representations and Warranties. SubAwardee represents and warrants that its services will be provided in a timely and professional manner and will conform to standards generally observed in the industry for similar services. SubAwardee will re-perform any services not in conformance with this warranty at no charge, including any travel or other expenses related to the re-performance. In addition, SubAwardee represents and warrants that no deliverables or content provided by SubAwardee to CBF in connection with this Agreement will contain material that is an infringement of any third party's intellectual property rights or otherwise violates any law. CBF represents and warrants that no content provided by CBF to SubAwardee in connection with this Agreement will contain material that is an infringement of any third party's intellectual property right or otherwise violates any law.

6. Confidentiality. During the course of performing the services for CBF hereunder, SubAwardee may produce or may have access to Confidential Information. "Confidential Information" shall mean all information belonging to CBF, whether disclosed orally, visually, in writing or electronically, that is identified to SubAwardee as being confidential or proprietary information or that SubAwardee should reasonably understand, based on the nature of the information and the manner of disclosure, to be confidential or proprietary information. Confidential Information includes, without limitation, business plans, marketing plans, distribution plans, technical data, trade secrets and know-how, including, but not limited to, research, product and strategic plans, source code, products, services, member lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, financial and other business information.

During the Term and thereafter, so long as the information continues to be Confidential Information, SubAwardee shall hold in confidence and not directly or indirectly copy, disclose or use any Confidential Information, except to the extent required by any court or administrative agency, other than as reasonably necessary or appropriate in connection with SubAwardee's performance of its duties hereunder. All records, files, documents, and other materials or copies thereof relating to CBF's business that SubAwardee shall prepare or use or come into contact with shall be and remain the sole property of CBF and shall be returned to CBF upon termination of this Agreement.

The obligations of SubAwardee specified in this Section shall not apply to any Confidential Information to the extent such Confidential Information: (i) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act of SubAwardee; (ii) is in SubAwardee's possession at the time of disclosure other than as a result of SubAwardee's breach of any legal obligation; (iii) becomes known to SubAwardee through disclosure by sources other than CBF that are not known by SubAwardee to be under a duty of confidentiality with respect to the Confidential Information so disclosed; (iv) is independently developed by SubAwardee without reference to or reliance upon the Confidential Information; or (v) is required to be disclosed by SubAwardee to comply with applicable laws or governmental or regulatory regulations, provided, however, that Contractor provides prior written notice of such disclosure to CBF so that CBF may seek a protective order or other appropriate remedy.

7. Originality and Ownership. SubAwardee represents and warrants that all work product delivered by SubAwardee to CBF pursuant to this Agreement (collectively, the "Work Product") shall be of SubAwardee's original creation, except for materials used that are owned by CBF, materials used that are in the public domain and materials that the parties agree to license from a third party.

In exchange for the fees that CBF will be paying SubAwardee, SubAwardee agrees that CBF will be the sole owner of all the rights in and to the Work Product (subject to any pre-approved licensed third-party materials). The Work Product shall be deemed a work made for hire under copyright law. In the event that the Work Product is determined not to be a work made for hire, SubAwardee hereby transfers and assigns to CBF all right, title and interest, including copyright rights, that SubAwardee may have in and to the Work Product. SubAwardee agrees to do all acts and things and to sign whatever documents and agreements as are necessary to confirm and vest the entire right, title and interest in and to the Work Product in CBF.

SubAwardee understands that it may not use the Work Product, in whole or in part, outside the scope of this Agreement, without the express written consent of CBF. Nonetheless, SubAwardee retains all rights in and to the methodology and general know-how used by SubAwardee in creating the Work Product and SubAwardee shall have the right to use such methodology and general know-how in work for itself or other clients. In addition, SubAwardee shall have the right to use the Work Product as an example of SubAwardee's work for its own publicity purposes.

8. Regulatory Compliance. Acceptance of this SubAward constitutes certification that the:

- (a) SubAwardee is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or Agency.
- (b) SubAwardee is not delinquent on any Federal debt.
- (c) SubAwardee will comply with the requirements of the Drug-Free Workplace Act.
- (d) SubAwardee will comply with the requirements of the Equal Employment Opportunity Act.
- (e) SubAwardee will comply with the requirements of the Clean Air Act and the Federal Water Pollution Control Act.
- (f) SubAwardee certifies that no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this SubAward, and that if any funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with this SubAward, SubAwardee shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities.

(g) SubAwardee agrees to notify CBF promptly if there is any change of status in any of the above certifications.

9. Conflicts of Interest. SubAwardee represents and warrants that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between SubAwardee and any third party. During the Term of this Agreement, SubAwardee shall devote as much of its productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. SubAwardee is expressly free to perform services for other clients while performing services for CBF.

10. Publicity. SubAwardee shall not issue a press release nor other public announcement concerning this Agreement or materials produced hereunder without prior written permission of CBF.

11. Indemnification. Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party (the "Indemnified Party") and its officers, directors, partners, members, employees, heirs and agents, from and against any and all third-party claims, liabilities, damages, judgments, costs and expenses, including, without limitation, reasonable attorneys' fees incurred, arising out of or relating to any claim of a breach of any of the representations and warranties made by or obligations of the Indemnifying Party in this Agreement. Indemnifying Party's obligations will be subject to it having sole control of the defense of such claim and receiving reasonable assistance and cooperation from the Indemnified Party in connection with such defense.

12. Independent SubAwardee. SubAwardee is an independent SubAwardee. This Agreement shall not render SubAwardee an employee, partner, agent of, or joint venture with CBF for any purpose. SubAwardee will not be eligible for any employee benefits from CBF, nor will CBF make deductions from fees for taxes, insurance, bonds or the like.

13. Severability. If any provision of this Agreement is determined to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and it shall not affect the validity or enforceability of any other provision.

14. Entire Agreement. This Agreement contains the entire understanding between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, whether oral or written, regarding said subject matter.

15. Governing Law & Venue: This Agreement, and any dispute arising under or in connection with this Agreement, shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. Each party hereby consents and submits to the personal jurisdiction of any local or federal court of competent jurisdiction sitting in the State of Maryland, waives any objection to venue in such court and consents to service of process by registered or certified mail, return receipt requested, at the last known address of such party.

16. **Waivers.** All waivers must be in writing, signed by a representative of the party granting the waiver.

17. **Assignment.** SubAwardee shall not assign any of its rights under this Agreement, nor delegate the performance of any of its duties hereunder, without CBF's prior written consent.

18. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if sent via email with confirmation of receipt. Notice shall be deemed given as of receipt and shall be addressed as follows:

If to CBF:

William Agee
Vice President, Administration
Chesapeake Bay Foundation
Philip Merrill Environmental Center
6 Herndon Avenue
Annapolis, MD 21403
wagee@cbf.org

If to Contractor:

Amanda Pollack
P.E. Director
Department of Infrastructure and Development
125 N Division Street
Room 202
Salisbury MD 21801

Any party may change its address for purposes of this paragraph by written notice given in the manner provided above.

19. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

20. **Survival.** Those provisions that by their nature survive the termination or expiration of this Agreement shall survive.

21. **Voluntary Agreement.** The parties acknowledge that they are entering into this Agreement freely and voluntarily and that they thoroughly understand and consent to all provisions hereof. Each party has reviewed this Agreement and has had an opportunity to consult with counsel and, accordingly, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Agreement.

22. **Insurance:** SubAwardee, at its sole expense, shall maintain in force continuously throughout the term of this Agreement, a comprehensive general liability policy in form and amount satisfactory to CBF. Before beginning work under this Agreement, SubAwardee shall provide CBF with a certificate of insurance evidencing that the above required policy is in effect.

23. **Safety Precautions:** SubAwardee shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of this Agreement. SubAwardee shall promptly remedy any damage and loss to property caused in whole or in part by the SubAwardee, or by anyone acting on behalf of the SubAwardee.

24. **Attorney’s Fees:** If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs of such action, including expert witness fees, in addition to any other relief to which such party may be entitled.

25. **Force Majeure:** The performance of this contract by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the Services. This contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability, and in such event the parties will make a reasonable effort to reschedule the Services if a date and time convenient for both parties is available. If the Services cannot be rescheduled, all monies paid by either party shall be returned.

CHESAPEAKE BAY FOUNDATION, INC.

CITY OF SALISBURY MARYLAND

By: _____
William Agee
Vice President, Administration

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

CHESAPEAKE BAY FOUNDATION, INC.

By: _____
David Fogle
CFO

Date: _____

Exhibit A: Scope of Work for Subaward Agreement

Project Name: Salisbury Tree Canopy Study

Project Duration: August 1 – December 31, 2020

Project Cost: \$69,866.60

CBF Program Managers: Tom Leigh & Alan Girard

City of Salisbury Program Manager: Amanda Pollack, P.E. (APollack@salisbury.md)

Project Description: The Chesapeake Bay Foundation (CBF) will contract The City of Salisbury, MD (The City) for implementation of its National Fish & Wildlife grant project, Healthy Waters Roundtable: Improved Water Quality through Rural Regional Collaboration deliverables “to comprehensively evaluate opportunities for tree canopy increases and/or improvements within their respective jurisdictional boundary”. The City will hire and retain a subcontractor (Biohabitats) to conduct a desktop analysis of tree canopy within the City, assess plantable areas, develop concepts for plantable areas, evaluate programs and regulations that impact tree canopy, and produce a summary document. CBF will reimburse the City for costs associated with the following tasks/project milestones:

Task 1: ~August 15, 2020 Comprehensive Project Kick-Off Meeting
14 days from Notice to Proceed (NTP); NTP is estimated to begin on or about August 1, 2020

- A kick-off call will be held with partners to review the scope of work, approach, and timeline.

Task 2: ~October 1, 2020 Desktop Assessment: Tree Canopy 2018 Conditions
60 days from NTP

- Identification of potential tree planting areas on City property and other public lands, such as schools.
- Discuss potential tree canopy goal for the City.

Task 3: ~November 30, 2020 Field Assessment/ Evaluate City-Owned Properties for Planting/Enhancement”
120 days from NTP

- Assessment of up to 12 sites to identify significant opportunities for reforestation of undeveloped or underutilized land on publicly owned parcels with an emphasis on City parks.
- Concept development for the top four sites based on size of planting area, general feasibility.
- Onsite recommendations for management of existing vegetation and invasive species, and sea level rise, where appropriate.
- GIS map generation to identify proposed planting areas, any major areas of invasive species, and potential access.

Task 4: ~December 31, 2020 Urban Tree Canopy Study Summary Document
120 days from NTP

- Program review that identifies key City programs and regulations influencing tree canopy and make recommendations to maintain and increase tree canopy. This review may include the City's Stormwater Utility Fee Credit and development regulations such as tree planting requirements for new development.
- The Study Summary Document will include the following:
 - Summary of program review recommendations
 - Summary of desktop assessment methodology and findings, and potential implications related to sea level rise
 - Summary of field assessment methodology and findings
 - Recommendations to increase canopy
 - Maps of 2018 tree canopy, publicly owned plantable areas with sea level rise overlay
 - Appendices including concepts for top four planting sites
- A conference call will be held with the City and partners to review the Draft Summary Document and discuss the City's questions and comments on the draft.

Reporting Requirements:

- Narrative Progress reports: Narrative progress reports must be submitted on a monthly basis. Narrative progress reports should include a description of activities performed, progress achieved towards deliverables, and issues encountered.
- Financial reports: Financial reports must be submitted on a monthly basis. Financial reports should include actual expenses incurred, by line item, as outlined in the proposed budget. Changes to the budget between line items that will exceed 10% of the total budgeted amount must have prior approval. Items not included in the proposed budget must have prior approval.
- Report period and due dates are as follows:
 - September 30, 2020
 - October 31, 2020
 - November 30, 2020
 - December 31, 2020 Final cumulative report

Submit all reports to Alan Girard (agirard@cbf.org)

Invoicing Requirements:

CBF will reimburse the City for costs incurred related to its contract for completion of the aforementioned tasks not to exceed \$69,866.60 upon receipt and approval of invoices submitted along with required monthly reports. Invoices will be paid within 30 days.

- Frequency: Invoices must be submitted to CBF on a monthly basis. The invoicing schedule is in line with the reporting schedule above. If the Subrecipient requires more frequent payment, they may submit invoices in between the required periods. However, invoices must provide a brief progress report describing work completed. A final invoice must be submitted to CBF no later than December 31, 2020.
- Documentation required: Invoices must include total amount due, billable to CBF, period of expenses, and itemization of all expenses, including, but not limited to:
 - Personnel: Name, title, rate, and hours worked + fringe

- Travel: Miles driven, and mileage rate applied for personal vehicle use. Backup documentation for any other travel expenses incurred (i.e. meal receipts, rental car receipt, etc.)
 - Subcontract expenses: Invoices from subcontractors performing work as part of the subrecipient agreement
 - Indirect rate applied
- Submit all invoices to Alan Girard (agirard@cbf.org) and apeprmd@cbf.org.

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 57428	2. NFWF GRANT ID: 0602.17.057428
		3. UNIQUE ENTITY IDENTIFIER (DUNS #) 010088987	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) 15.52%
5. SUBRECIPIENT TYPE Non-profit Corporation		6. NFWF SUBRECIPIENT Chesapeake Bay Foundation, Inc.	
7. NFWF SUBRECIPIENT CONTACT Lauren Robinson 6 Herndon Avenue Annapolis, MD 21403 Tel: 443-482-2101 laurenrobinson@cbf.org		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION Daley Burns National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 daley.burns@nfwf.org	
9. PROJECT TITLE Healthy Waters Round Table: Improved Water Quality through Rural Regional Collaboration (MD)			
10. PROJECT DESCRIPTION Assist local governments on Maryland's rural Eastern Shore to develop increased stormwater management capacity and implement best management practices that help meet mandated goals for improved water quality. Project will facilitate a collaborative regional structure among county and municipal representatives who will invest in shared technical support staff and services that aid in the planning, prioritization, and streamlined delivery of restoration projects.			
11. PERIOD OF PERFORMANCE September 1, 2017 to August 31, 2020	12. TOTAL AWARD TO SUBRECIPIENT \$316,003.47	13. TOTAL FED. FUNDS \$316,003.47	14. TOTAL NON-FED. FUNDS N/A
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$347,707	
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects either, the indirect cost rate negotiated between the Subrecipient and their cognizant federal agency as stated in the Subrecipient's valid Negotiated Indirect Cost Rate Agreement (NICRA), or, the indirect cost rate that the Subrecipient applied to the project budget (but not in excess of the rate stated in the Subrecipient's valid NICRA).			
18. TABLE OF CONTENTS			
SEC.	DESCRIPTION		
1	NFWF Agreement Administration		
2	NFWF Agreement Clauses		
3	Representations, Certifications, and Other Statements – General		
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General		
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific		
6	Other Representations, Certifications, Statements and Clauses		

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. CFDA
U.S. Environmental Protection Agency	FC.R237	9/30/2014	96331101	\$24,005,500	\$316,003.47	66.466

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print) <i>William A Agee Director of Operations</i>		D. NAME AND TITLE OF NFWF AWARDOING OFFICIAL Eric Schwaab, Vice President, Conservation Programs	
B. SUBRECIPIENT BY <i>[Signature]</i>	C. DATE <i>11/9/2017</i>	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY <i>[Signature]</i>	F. DATE <i>11/20/17</i>

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Task Due Date	Reporting Task
September 1, 2018	Interim Programmatic Report
October 31, 2018	Annual Financial Report
September 1, 2019	Interim Programmatic Report
October 31, 2019	Annual Financial Report
October 31, 2020	Final Financial Report
October 31, 2020	Final Programmatic Report

(2)



SECTION 1 AGREEMENT ADMINISTRATION

1.1. Project Description/Purpose of Grant.

Assist local governments on Maryland's rural Eastern Shore to develop increased stormwater management capacity and implement best management practices that help meet mandated goals for improved water quality. Project will facilitate a collaborative regional structure among county and municipal representatives who will invest in shared technical support staff and services that aid in the planning, prioritization, and streamlined delivery of restoration projects.

1.2. Amendments.

During the life of the Project, the NFWF Subrecipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the performance goals articulated by the Project description immediately. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek prior written approval from the Grants Administrator. NFWF Subrecipients must seek an amendment request upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's Easygrants system.

1.3. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other Federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another Federal award except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs when authorized by Federal statute; (6) Are provided for in the approved budget when required by the Federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

1.3.1. Documentation and Reporting of Matching Contributions. The NFWF Subrecipient must retain detailed time records for contributed services and original

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receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

1.3.2. Cash, Goods and Services, and/or Property. The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"), regardless of whether this Grant Agreement is federally funded.

1.3.3. Property. The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

1.4. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and (3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

1.5. Reports.

1.5.1 Interim Programmatic and Financial Reports.

The NFWF Subrecipient will submit interim programmatic and financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. The interim financial report shall consist of financial information detailing cumulative receipts and expenditures made under this Project since Project initiation, and shall be uploaded via NFWF's Easygrants system.

1.5.2. Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds

expended during NFWF's fiscal year (October 1 – September 30). The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.5.3. Final Reports.

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

1.5.3.1. Photographs.

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

1.5.4 Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.5.4.1 Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and,

1.5.4.2 Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

1.5.5. Certification and Representation.

For each report in this section, except for 1.5.4, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

1.6. Access to Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later. NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. NFWF Subrecipient must maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the subaward project goals. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of the OMB Uniform Guidance; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity and Acknowledgement of Support.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo of any Funding Source.

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2.5.1. Disclaimers.

Payments made to the NFWF Subrecipient under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.



2.9. Compliance with Laws.

2.9.1 In General. The NFWF Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

2.9.2. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.

2.9.2.1. The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.

2.9.2.2. The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

2.9.2.3. The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.



2.10. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.

2.11. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.

2.12. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

2.13. Choice of Law/Jurisdiction.

This Grant Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Grant Agreement.

2.14. Termination.

2.14.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.14.1.1. The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.14.1.2. The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

(2)

2.14.1.3. In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,

2.14.1.4. In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions; or,

2.14.1.5. In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,

2.14.1.6. After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

2.14.2. Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.14.3. In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.14.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.14.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

2.14.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

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2.14.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts.

2.14.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Grant Agreement, whether completed or in progress.

2.14.3.6. Return to NFWF any unobligated portion of the Award.

2.15. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.16. Severability.

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.17. Interpretation and Construction.

2.17.1. This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.

2.17.2. The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.

2.17.3. Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.17.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not

be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.17.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

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SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL

3.1. Binding Obligation.

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Grant Agreement.

3.3. Compliance with Laws.

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

3.4. Conflicts of Interest.

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.



SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a Non-Profit Organization, Institution of Higher Education, State, Local or Tribal Government, it will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

4.2. A-133 and 2 CFR § 200 Subpart F Audits.

It is the responsibility of subrecipients that are Non-Profit Organizations, State, Local or Tribal Governments to arrange for the conduct of audits as required by either OMB Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" or 2 CFR Part 200, Subpart F – Audit Requirements, whichever is applicable.

4.3. Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expense.

4.4. Subrecipient Debarment and Suspensions.

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

4.5. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant



Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.6. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subaward and contracts, including a requirement that Subrecipients similarly flow down these provisions all lower-tiered subawards and subcontracts. The provision is cited herein:

a. Trafficking in persons.

1. Provisions applicable to a recipient that is a private entity.

i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;**
- b. Procure a commercial sex act during the period of time that the award is in effect; or**
- c. Use forced labor in the performance of the award or subawards under the award.**

ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

1.1. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

1.2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

- 1. Associated with performance under this award; or**
- 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].**

2. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- a. Associated with performance under this award; or**
- b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"**

as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

3. **Provisions applicable to any recipient-**
 - i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 1.2.1. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. **Definitions.** For purposes of this award term:
 - i. "Employee" means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. "Private entity":
 - a. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - b. Includes:
 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 2. A for-profit organization.
- 1.2.2. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.7. Subrecipient Monitoring Requirements.

NFWF Subrecipients receiving federal funds understand that NFWF may require NFWF Subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF Subrecipient's attention during the course of an audit.



4.8. Certification and Representation.

NFWF Subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF Subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Agreement.]. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

4.9. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection.

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.10. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

4.11. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

4.12. 43 CFR §18 New Restrictions on Lobbying.

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The NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

2.5. Publicity and Acknowledgement of Support.

The NFWF Subrecipient shall include the following acknowledgment of EPA support in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based on work supported by the U.S. Environmental Protection Agency and the Chesapeake Bay Program's Innovative Nutrient and Sediment Reduction grants program, which support efforts with the Chesapeake Bay watershed to accelerate nutrient and sediment reductions with innovative, sustainable, and cost-effective approaches."

The recipient is responsible for ensuring that an acknowledgment of EPA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

Tracking and Reporting Outcomes.

The NFWF Subrecipient shall track and report all applicable water quality improvement actions planned and implemented under this subaward using FieldDoc.org. Final data and information from FieldDoc.org, including estimated nutrient and sediment load reductions achieved under this subaward, must match applicable data and information reported by the NFWF Subrecipient through NFWF's Easygrants system.

EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM FOR PROCUREMENT ACTIVITIES REQUIREMENTS, 40 CFR PART 33

The NFWF Subrecipient may be subject to all or part of the requirements of EPA's "Disadvantaged Business Enterprise (DBE) Program," which is located on the Internet at http://www.epa.gov/osbp/dbe_forms.htm. Regardless of any DBE Program exemption for which the NFWF Subrecipient may qualify, the NFWF Subrecipient agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies, and retain such records documenting compliance:

- a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(w)

- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CYBERSECURITY TERM AND CONDITION

(a) The NFWF Subrecipient agrees that when collecting and managing environmental data under this Agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b)(1) EPA must ensure that any connections between the NFWF Subrecipient's network or information system and EPA networks used by the NFWF Subrecipient to transfer data under this Agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the NFWF Subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the NFWF Subrecipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this Agreement and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the NFWF Subrecipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The NFWF Subrecipient agrees that it will comply with the requirements in (b)(1) if the NFWF Subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. NFWF is not required by the EPA to contact the EPA Project Officer on behalf of the NFWF's Subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the NFWF Subrecipient and EPA.

ENVIRONMENTAL ENGINEERING:

The NFWF Subrecipient shall incorporate good engineering principles/practices – a broad set of quality assurance, conservation and safety activities, as well as techniques and approaches that are commonly accepted throughout the engineering profession – into all engineering activities. Engineering work products produced under this Agreement shall bear the appropriate engineering stamp, seal, or other standardized approval.

QUALITY ASSURANCE STATEMENT: GIS ACTIVITIES:

The NFWF Subrecipient shall incorporate the practices and principles EPA's geographical information systems quality assurance. These quality assurance activities include the following requirements; to, "describe the methods of acquiring, assessing, managing, and processing data from existing sources" (EPA QA/G-5G, p. 22) and, to, "describe the quality assurance and quality control of the instruments, procedures, and methods used to create new geospatial data" (EPA QA/G-5G, p. 21). This includes the completion of FGDC metadata as a required component of all datasets. State and Federal agencies are considered trusted agencies when acquiring datasets, in compliance with EPA's geospatial guidance document. For additional information, please reference the full text of EPA's geographical information systems QA document (www.epa.gov/quality/qs-docs/g5g-final.pdf).



**SECTION 6 REPRESENTATION, CERTIFICATIONS, AND OTHER
STATEMENTS RELATING TO NON-FEDERAL FUNDS – FUNDING SOURCE
SPECIFIC**

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Adrienne Hull

From: Lauren Robinson
Sent: Friday, March 6, 2020 12:35 PM
To: Karen Frostbutter; Adrienne Hull; Alan Girard; Tom Leigh; Erik Fisher; Alison Prost
Subject: FW: Approval of amendment for project #0602.17.057428/ Easygrants #57428

Received the HWRT extension!

From: easygrants@nfwf.org <easygrants@nfwf.org>
Sent: Thursday, March 5, 2020 6:12 PM
To: Lauren Robinson <LaurenRobinson@cbf.org>
Cc: andrew.young@nfwf.org
Subject: Approval of amendment for project #0602.17.057428/ Easygrants #57428

Dear Lauren Robinson:

Your request for an amendment to the grant agreement for the "Healthy Waters Round Table: Improved Water Quality through Rural Regional Collaboration (MD)" project #0602.17.057428/ Easygrants #57428 has been approved.

The new Period of Performance is September 1, 2017 to December 31, 2020. Remaining reporting requirements are as follow:

Interim Programmatic Report: September 1st, 2020

Annual Financial Report: October 31st, 2020

Final Financial Report: February 28th, 2021

Final Programmatic Report: February 28th, 2021

Please contact your Grants Administrator at Andrew.young@nfwf.org with any questions.

Thank you,

National Fish and Wildlife Foundation