



## CITY OF SALISBURY CITY COUNCIL AGENDA

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JULY 13, 2020

6:00 p.m.

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### ZOOM MEETING

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Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS
- 6:02 p.m. SILENT MEDITATION
- 6:03 p.m. PROCLAMATION- Disability Pride Month – City Administrator Julia Glanz
- 6:13 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:14 p.m. CONSENT AGENDA – City Clerk Kimberly Nichols
- **June 8, 2020** Closed Session Minutes (not included in agenda packet)
  - **June 15, 2020** Work Session Minutes
  - **June 15, 2020** Special Meeting Minutes
  - **June 22, 2020** Council Meeting Minutes
  - **July 6, 2020** Work Session Minutes
  - **July 6, 2020** Special Meeting Minutes
  - **Resolution No. 3043**- approving the reappointment of Andrew Bradley to the Building Board of Adjustments and Appeals for the term ending July 2025
  - **Resolution No. 3044**- approving the reappointment of Edward Torbert to the Building Board of Adjustments and Appeals for the term ending June 2025
  - **Resolution No. 3045**- approving the appointment of Benjamin Pheasant to the Human Rights Advisory Committee for the term ending July 2024
- 6:19 p.m. AWARD OF BIDS – Procurement Director Jennifer Miller
- Award of Bid, ITB 21-110, Three (3) Ford F550 Ambulance Units
  - Declaration of Surplus, Various SPD Items
- 6:25 p.m. **PUBLIC HEARING**- SOUTH DIVISION STREET- S. DIV. St. CONDO ANNEXATION RESOLUTIONS – City Administrator Julia Glanz
- **Resolution No. 3033**- proposing the annexation to the City of Salisbury of a certain area of land contiguous to and binding upon the southeasterly corporate limit of the City of Salisbury to be known as the “South Division Street-S. Div. St. Condo Annexation” beginning for the same at a point on the existing corporate limit, said point lying on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium continuing around the

perimeter of the affected property to the point of beginning, containing all of Map 048-Parcel 0217 and consisting of approximately 3.03 acres of land

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

6:35 p.m. RESOLUTIONS – City Administrator Julia Glanz

- **Resolution No. 3046**- companion resolution to Ord. No. 2588 enacted in April 2020 regarding the reallocation of proceeds of the 2012 tax-exempt bond
- **Resolution No. 3047**- to accept a donation of one hundred masks from Route One Apparel for the Salisbury Police Department
- **Resolution No. 3048**- to accept a donation of gym flooring from B & E Fabrication, Inc. for the Salisbury Police Department’s Physical Fitness Room

6:45 p.m. ORDINANCES – City Attorney Mark Tilghman

- **Ordinance No. 2605**- 2<sup>nd</sup> 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**- 2<sup>nd</sup> 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**- 2<sup>nd</sup> 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
- **Ordinance No. 2608**- 2<sup>nd</sup> reading- accepting donated funds from the Vane Brothers Companies in the amount of \$1,000 and the Chesapeake Shipbuilding Corporation in the amount of \$3,000 to be utilized as matching funds for EDA Grant # 01-69-14848 which has been awarded to the City, and amending the FY2021 Grant Fund Budget to appropriate these donated funds for a Port Feasibility Study

7:05 p.m. PUBLIC COMMENTS

7:10 p.m. COUNCIL COMMENTS

7:15 p.m. ADJOURNMENT

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

**NEXT COUNCIL MEETING – JULY 27, 2020**

- Resolution No. \_ - approving the reappointment of William Turner to the Revolving Loan Advisory Committee

Join Zoom Meeting

<https://us02web.zoom.us/j/5362772908>

Meeting ID: 536 277 2908

One tap mobile

+13017158592,,5362772908# US (Germantown)

+13126266799,,5362772908# US (Chicago)

1 CITY OF SALISBURY  
2 WORK SESSION (VIA ZOOM MEETING)  
3 JUNE 15, 2020  
4

5 Public Officials Present  
6

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

Council Vice President Muir Boda  
Councilwoman Michele Gregory

7 Public Officials Absent  
8

9 Mayor Jacob R. Day  
10 Councilwoman April Jackson  
11

12 In Attendance  
13

14 City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Business Development  
15 Director Laura Soper, Department of Infrastructure and Development (DID) Director Amanda  
16 Pollack, Sustainability Coordinator Alyssa Hastings, Colonel Dave Meienschein, City Attorney  
17 Mark Tilghman, and City Clerk Kimberly Nichols  
18 -----

19 On June 15, 2020 the Salisbury City Council convened in a Work Session at 4:30 p.m. The  
20 following is a synopsis of the topics discussed:  
21

22 Comprehensive Connection Charges Discussion

23 DID Director Amanda Pollack continued the discussion from the June 1<sup>st</sup> Work Session on the  
24 City’s Comprehensive Connection Charges. The City Code outlines the different charges that the  
25 City charges to those hooking onto the water and sewer system for the first time. The City hired a  
26 consultant to examine how those charges were assessed two years ago as part of an overall look at  
27 the water and sewer rate plan.  
28

29 Ms. Pollack reviewed the summary document with Council. The Water and Sewer Capacity Fees,  
30 per the City Code, were based on the 10-year CIP, which has not been adopted in recent years. The  
31 Central System Line Fee was currently based on the size of the property, not water and sewer use.  
32 This raised a red flag with the consultant because the fee had no bearing on what type of water and  
33 sewer a property would use. The consultant recommended combining both the Capacity Fee and  
34 Central System Line Fee into one fee called a Connection Fee, to be based on the value of the  
35 system. People would buy into the actual value of the system.  
36

37 Other changes explained by Ms. Pollack included the Sewer Connection and Water Meter/Tap  
38 Fees. This was the fee charged by the City when the Utilities Division of Field Ops performs sewer  
39 connections. The code update would rename the fee as a more literal Sewer Lateral and Water  
40 Meter/Tap Fee and Field Ops could continue performing the work, or the homeowner could  
41 contract the work to be done by a contractor.  
42

43 Ms. Pollack explained the code also had Facility Fees and Line Fees, both essentially did the same  
44 thing - reimbursing for extended infrastructure no matter if it was the City or private developer. She

45 said the names **Facility Fee** and **Line Fee** did not automatically explain what they were used for,  
46 and proposed the rename that **Infrastructure Reimbursement Fee**. It would still work in the same  
47 way. If a developer extended a line for their business and other people tie into it, then they would  
48 pay a proportionate share of the cost of that infrastructure.

49  
50 For the **Connection Fees**, the consultant had provided DID with an estimate of what it would be  
51 based on the current value of the system. The number was much higher than the current charges for  
52 Capacity Fees, but they could consider phasing in the fee in steps, over a period of time.

53  
54 Ms. Pollack discussed recommended changes to the Code for the three Incentive Programs the City  
55 currently had – the Affordable Housing, Development and Redevelopment EDU Waiver, and the  
56 Single-Family Permit Fee Waivers.

57  
58 Ms. Pollack said she wanted to ensure DID was headed in the right direction before beginning code  
59 changes.

60  
61 Mr. Boda asked how long the phase in period was going to be recommended for the Connection  
62 Fees. Because the difference in the price would be almost tripled, Ms. Pollack said she would not  
63 want to do anything to jeopardize development and thought it would be at least a five-year phase in  
64 depending on the economy. He asked what they would do about the Reimbursement Program if the  
65 company that put it in was out of business. Ms. Pollack said it was not transferrable, but they had  
66 not had that happen. If it did happen, they would forfeit the reimbursement.

67  
68 Regarding the new approach being similar to a cost-based system, President Heath asked how the  
69 City would keep the ordinance live going forward as the City's costs changed. Ms. Pollack said the  
70 ordinance was written with an equation (the value of the system less any debt or grants, divided by  
71 the capacity). It could change over time, and was different for water and sewer. The wastewater  
72 capacity was not changing any time soon since the plant was just upgraded. With the water system,  
73 having a new well coming online and any major occurrence or major new improvement, the City  
74 would re-evaluate the value of the system and capacity. Ideally, this would be part of the annual  
75 budget process when the fees were set.

76  
77 Ms. Pollack said the next step would be to work on the ordinance and return to Work Session for  
78 Council's approval prior to advancing the Legislative Session.

79  
80 Council reached unanimous consensus to advance the legislation as Ms. Pollack suggested.

81  
82 **Ordinance accepting grant funds from a FY20 DHCD Operating Assistance Grant**

83  
84 Business Development Director Laura Soper reported on a grant acceptance from the Maryland  
85 Department of Housing and Community Development (DHCD), Main Street Improvement Grant  
86 program in the amount of \$40,000. Ms. Soper said the City applied for the funding grant April 2019  
87 and was originally purposed for the 2020 National Folk Festival which was postponed due to the  
88 COVID-19 pandemic. DHCD asked all recipients of the funding if they wanted to repurpose some  
89 of the funding. A reallocation plan was created whereby the City would reimburse \$24,494.66 for  
90 expenses already incurred by the FY20 National Folk Festival (NFF). \$3,000 would go towards the

91 office rent for the Director of the National Folk Festival and the remaining \$12,505.34 would be  
92 reallocated towards the COVID-19 Microgrant program.

93  
94 Mr. Boda wanted to ensure it was legal to reallocate the funds, and Ms. Soper assured Council she  
95 had in writing from DHCD that they could use the NFF c/o Arts and Entertainment District as the  
96 non-profit and pass through.

97  
98 Council reached unanimous consensus to move forward with the ordinance.  
99

100 **Ordinance accepting a donation from Delmarva Power for COVID-19 Emergency Micro-**  
101 **Grant**

102  
103 Ms. Soper discussed accepting a donation from Delmarva Power in the amount of \$25,000 to be  
104 used in the existing COVID-19 Micro-grant Program. Delmarva Power approached the City with  
105 interest in providing funding to help businesses that were negatively impacted by the pandemic. It  
106 was decided to add the funding to the City’s existing program. She recognized Mr. John Allen from  
107 Delmarva Power present in the Zoom Meeting and thanked him and Delmarva Power.

108  
109 Mr. Allen thanked Ms. Soper for engaging Delmarva Power as they struggled to identify what  
110 organizations were able to assist small businesses in the community. The funding was from  
111 shareholder monies.

112  
113 President Heath thanked Mr. Allen and Delmarva Power for helping out the City’s small businesses,  
114 which took a big hit with the pandemic. He hoped they would all come back, and this donation will  
115 assist the City in helping them rebuild their businesses.

116  
117 Council reached unanimous consensus to advance the donation to legislative agenda.  
118

**Acceptance of a Chesapeake Bay Foundation Grant for a Tree Canopy Study**

119 Ms. Pollack reported on the grant through the Chesapeake Bay Foundation. The City is one of six  
120 local jurisdictions sharing a Circuit Rider for Stormwater projects as part of the Healthy Waters  
121 Roundtable Work Group. The Circuit Rider is employed by the Chesapeake Bay Foundation and  
122 funded by the six jurisdictions, the Maryland Department of the Environment and with a National  
123 Fish and Wildlife Federation (NFWF) Grant. As part of the program, each jurisdiction received  
124 funding to implement a project, which could include a study, design or construction. Salisbury  
125 chose to use the \$69,866.60 grant funds on a Tree Canopy Study. The City would utilize a vendor  
126 from the Stormwater Support Contract to complete the study. The grant amount was based on the  
127 actual scope of work for the study. The funding needed to be spent by the end of the calendar year.

128  
129 Council reached unanimous consensus to advance the legislation to legislative agenda.  
130

131 **Ordinance authorizing the Mayor to enter into a contract with the Bureau of Justice**  
132 **Assistance for the purpose of accepting grant funds in the amount of \$15,000, and approving a**  
133 **budget amendment to the FY 2020 Grant Fund to appropriate funds for offsetting remote**  
134 **camera equipment**

135

136 Colonel Dave Meienschein reported the \$15,000 in grant funding was awarded through the  
137 Governor’s Office of Crime Control and Prevention (GOCCP) to purchase a mobile camera. This  
138 has currently been acquired and used for special events such as the NFF. The Salisbury Police  
139 Department (SPD) would be able to get multi-years of use out of the system. The camera would not  
140 be used for covert operations or crime prevention.

141  
142 Council reached unanimous consensus to advance the legislation to legislative agenda.

143  
144 **Additional Capacity Fee Waiver request for 206 East Market Street (Lot 16 and Beer**  
145 **Garden)**

146  
147 Ms. Pollack said the Capacity Fee waiver request was for the Lot 16 development. Developer Bret  
148 Davis recently requested consideration for an additional Capacity Fee waiver for the redevelopment  
149 of 206 East Market Street, which was formerly Parking Lot 16 and will be developed into a mixed-  
150 use apartment complex. Davis Strategic Development has recently acquired the adjacent parcel,  
151 planned to be a Beer Garden. The new project will include 49 apartments and Beer Garden.

152  
153 The Lot 16 apartment project received a capacity fee waiver of 37 EDUs in May 2019, and the new  
154 request was for 56 EDUs, which would represent an increase of 19 EDUs.

155  
156 Ms. Pollack reported the owner sought a Capacity Fee waiver as part of the Equivalent Dwelling  
157 Unit (EDU) Incentive Area. The original allocation of 300 EDUs was based on a transfer of EDUs  
158 from the former Linens of the Week property. To date, 252.54 EDUs of the original allocation of  
159 300 EDUs have been used, therefore there were 47.46 EDUs available. DID evaluated the eligibility  
160 of the project for the EDU Incentive Area. The project location was within the Central Business  
161 Zoning District and would consist of redevelopment not eligible for an affordable housing waiver.  
162 The project would comply with all other necessary criteria.

163  
164 Ms. Pollack said upon approval of the waiver, the City would have 28.4 EDUs available.

165  
166 Council reached unanimous consensus to advance the request to legislative agenda.

167  
168 **Ordinance to accept grant funds from the Maryland State Office of Crime Prevention, Youth,**  
169 **and Victim Services in the amount of \$24,200.00 under the FY20 Police Recruitment and**  
170 **Retention Program (PRAR) and amending the FY2020 Grant Fund Budget to appropriate**  
171 **these grant funds for payment of retention bonuses to eligible Salisbury Police Officers**

172  
173 Colonel Meienschein said SPD applied for the grant and it was the first time the GOCCP offered a  
174 grant for the purposes of retention of officers. Officers tend to move to other agencies from years 3  
175 to 5 and then from years 6 to 8. Twenty-seven officers were represented in the two groups currently.  
176 This funding would provide a \$1,000 retention bonus for those officers in the 3 to 5-year category,  
177 and \$800 for those in the 6 to 8-year category. A contract was developed for the officers in receipt  
178 of the funds to agree to remain with the City for a period of one year.

179  
180 Council reached unanimous consensus to advance the ordinance to legislative agenda.

181  
182 **Council Remarks**

183  
184 Mr. Boda requested discussing No Knock Warrants at the next Work Session and making Salisbury  
185 a 4<sup>th</sup> Amendment Sanctuary City.

186  
187 Ms. Blake asked everyone to give blood if they were healthy.

188  
189 Ms. Gregory said that she and Mr. Boda discussed the No Knock Warrant and she was glad that  
190 Council would discuss it. She was looking forward to the renaming of Broad Street.

191  
192 **Adjournment**

193  
194 With no further business to discuss, the Work Session adjourned at 5:07 p.m. Council immediately  
195 convened in a Special Meeting.

196  
197 \_\_\_\_\_

198  
199 City Clerk

200  
201 \_\_\_\_\_

202 Council President



1 **CITY OF SALISBURY, MARYLAND**

2  
3 **SPECIAL MEETING VIA ZOOM**

**JUNE 15, 2020**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 *Council President John “Jack” R. Heath*  
8 *Councilwoman Angela M. Blake*

*Council Vice-President Muir Boda*  
*Councilwoman Michele Gregory*

9  
10 **PUBLIC OFFICIALS ABSENT**

11  
12 *Mayor Jacob R. Day*  
13 *Councilwoman April Jackson*

14  
15 **IN ATTENDANCE**

16  
17 *City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Colonel Dave*  
18 *Meienschlein, City Clerk Kimberly Nichols, City Attorney Mark Tilghman, and interested City*  
19 *employees and citizens.*

20 \*\*\*\*\*

21 *The City Council convened in a Special Meeting via Zoom on June 15, 2020 following the*  
22 *adjournment of the 4:30 p.m. Work Session. President Heath called the meeting to order at*  
23 *5:07 p.m. followed by a moment of silent meditation. He asked everyone to remember*  
24 *Councilwoman Jackson and her family as they suffered a loss in their family this past week.*

25  
26 **ADOPTION OF LEGISLATIVE AGENDA**

27  
28 *Mr. Boda moved, Ms. Blake seconded, and the vote was unanimous (4-0 vote) to approve the*  
29 *Special Meeting agenda as presented.*

30  
31 **ORDINANCE** – presented by City Attorney Mark Tilghman

- 32  
33 • **Ordinance No. 2603**- 1<sup>st</sup> reading- authorizing the Mayor to enter into a contract with  
34 *the Bureau of Justice Assistance for the purpose of accepting grant funds in the amount*  
35 *of \$15,000, and approving a budget amendment to the FY 2020 Grant Fund to*  
36 *appropriate funds for offsetting remote camera equipment*

37  
38 *Ms. Blake moved, Ms. Gregory seconded, and the vote was 4-0 to approve Ordinance No.*  
39 *2603 for first reading.*

- 40  
41 • **Ordinance No. 2604**- 1<sup>st</sup> reading- accepting grant funds from the Maryland State Office  
42 *of Crime Prevention, Youth, and Victim Services in the amount of \$24,200.00 under the*  
43 *FY20 Police Recruitment and Retention Program (PRAR) and amending the FY2020*  
44 *Grant Fund Budget to appropriate these grant funds for payment of retention bonuses to*  
45 *eligible Salisbury Police Officers*

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*Ms. Blake moved, Mr. Boda seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2604 for first reading.*

**COUNCIL COMMENTS**

*Mr. Boda asked everybody to keep Ms. Jackson in their prayers and to support small businesses in the City.*

*Ms. Blake asked everyone to donate blood.*

*Ms. Gregory said “Black Lives Matter”, wear your masks and take care of your neighbors.*

*President Heath said Delmarva was running extremely short of blood, and asked everyone to give blood if they could do so. Please wear your masks and practice social distancing.*

*Ms. Glanz announced that on Friday, June 19, 2020 at 10:00 a.m. the City was hosting an event to re-name Broad Street to “Black Lives Matter Boulevard.” A community mural will begin this evening, and there were opportunities for people to become involved and be a part of history.*

*With no further business to discuss, the Special Meeting adjourned at 5:17 p.m.*

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

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

1 **CITY OF SALISBURY, MARYLAND**

2  
3 **REGULAR MEETING (VIA ZOOM MEETING)**

**JUNE 22, 2020**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 *President John “Jack” R. Heath*  
8 *Councilwoman Angela M. Blake*  
9 *Councilwoman April Jackson*

*Council Vice-President Muir Boda*  
*Councilwoman Michele Gregory*

10  
11 **PUBLIC OFFICIALS ABSENT**

12  
13 *Mayor Jacob R. Day*

14  
15 **IN ATTENDANCE**

16  
17 *City Administrator Julia Glanz, Procurement Director Jennifer Miller, Department of*  
18 *Infrastructure & Development Director Amanda Pollack, City Attorney Mark Tilghman, City*  
19 *Clerk Kimberly Nichols, other City staff and interested citizens.*

20 \*\*\*\*\*

21 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

22  
23 *The City Council met in regular session at 6:00 p.m. via a Zoom Meeting. Council Vice-*  
24 *President Muir Boda called the meeting to order followed by a moment of silent meditation.*

25  
26 **ADOPTION OF LEGISLATIVE AGENDA**

27  
28 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve the*  
29 *legislative agenda as presented.*

30  
31 **CONSENT AGENDA** – presented by City Clerk Kimberly Nichols

32  
33 *Ms. Jackson moved and President Heath seconded to approve the Consent Agenda.*

34  
35 *Ms. Blake moved to amend the Consent Agenda by striking Mayor Day’s name as being present*  
36 *on the June 8, 2020 Regular Meeting minutes and inserting it under the Public Officials Absent*  
37 *column. President Heath second, and the motion unanimously passed.*

38  
39 *The amended Consent Agenda, consisting of the following items was unanimously approved.*

- 40
- **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

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

*The Award of Bids, consisting of the following items, was unanimously approved on a motion by President Heath that was seconded by Ms. Jackson:*

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

**RESOLUTION** – presented by 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*

*Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve Resolution No. 3042.*

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

- **Ordinance No. 2601**- *2<sup>nd</sup> reading- approving a budget amendment of the FY2020 General Fund to appropriate funds for Attorney Fees*

*Ms. Blake moved, President Heath seconded, and the vote was unanimous to approve Ordinance No. 2601 for second reading.*

- **Ordinance No. 2602**- *2<sup>nd</sup> 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*

*Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance No. 2602 for second reading.*

- **Ordinance No. 2603**- *2<sup>nd</sup> 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*

*President Heath moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance No. 2603 for second reading.*

- **Ordinance No. 2604**- *2<sup>nd</sup> 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*

85 *FY20 Police Recruitment and Retention Program (PRAR) and amending the FY2020*  
86 *Grant Fund Budget to appropriate these grant funds for payment of retention bonuses to*  
87 *eligible Salisbury Police Officers*  
88

89 *Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve*  
90 *Ordinance No. 2604 for second reading.*  
91

- 92 • **Ordinance No. 2605**- *1<sup>st</sup> reading- to accept a donation and to approve a budget*  
93 *amendment of the FY21 General Fund budget to appropriate funds received from the*  
94 *Delmarva Power & Light Company for the City of Salisbury COVID-19 Micro-grant*  
95 *program*

96 *Ms. Blake moved and Ms. Jackson seconded to approve Ordinance No. 2605 for first*  
97 *reading.*  
98

99 *Ms. Jackson moved to amend Ordinance No. 2605 by the following:*

- 100 ○ *Line 4- strike "FY21 General" and insert "Revolving Loan"*
- 101 ○ *Line 24- strike "General" and insert "Revolving"*
- 102 ○ *Line 27- strike "General Fund Revenue" and insert "Revolving Loan Fund"*
- 103 ○ *Line 28- Strike "Microgrant budget" and insert "Fund expense account"*  
104

105 *President Heath seconded, and the motion to amend Ordinance No. 2605 for first*  
106 *reading unanimously passed.*  
107

108 *Ordinance No. 2605, as amended for first reading, was approved by unanimous vote in*  
109 *favor.*  
110

- 111 • **Ordinance No. 2606**- *1<sup>st</sup> reading- accepting grant funds from the Department of Housing*  
112 *and Community Development, a principal department of the State of Maryland and*  
113 *amending the FY2020 budget to allow for the transfer of up to \$24,494.66 of the funds to*  
114 *the Salisbury Arts and Entertainment District, Inc. c/o the Salisbury Folk Festival for*  
115 *processing of approved categorized expenditures consistent with the grant in connection*  
116 *with the Folk Festival and to allow for the expenditure of \$12,505.34 for the COVID-19*  
117 *Micro-grant fund program*

118  
119 *Ms. Blake moved and Ms. Jackson seconded to approve Ordinance No. 2606 for first*  
120 *reading.*  
121

- 122 • **Ordinance No. 2607**- *1<sup>st</sup> reading- authorizing the Mayor to sign the grant agreement and*  
123 *accept a grant from the Chesapeake Bay Foundation for the purpose of a tree canopy*  
124 *study and approving an amendment of the FY21 budget to allocate said funds for*  
125 *purposes of implementation*  
126

127 Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve  
128 Ordinance No. 2607 for first reading.

129  
130 **PUBLIC COMMENTS**

131  
132 *There were no requests for Public Comments.*

133  
134 **COUNCIL COMMENTS**

135  
136 *City Administrator Julia Glanz thanked Council for approving the grants on the agenda.*

137  
138 *Ms. Blake asked the Public to give blood, if able. The Shore was very low on blood supply. She*  
139 *reminded everyone to be mindful that Salisbury was a nice and kind place to live. Be careful in your*  
140 *words and actions. The direction of Salisbury depended on our inclusiveness and actions.*

141  
142 *Ms. Gregory asked everyone to be kind. Wear their masks when out in public.*

143  
144 *Ms. Jackson thanked everyone for their showing of love in the loss of her Great-Grandson. She said*  
145 *she did not like to be notified of things happening in the news or on press releases first without*  
146 *Council being made aware. District representatives should know what was going on their districts.*  
147 *She asked that everyone be forthcoming with information.*

148  
149 *Mr. Boda thanked Delmarva Power for the donation to help local businesses that have struggled*  
150 *because of the pandemic. He said to stay sage and love your neighbor.*

151  
152 **ADJOURNMENT**

153  
154 *With no further business to discuss, the Legislative Session adjourned at 6:54 p.m.*

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CITY OF SALISBURY, MARYLAND  
CLOSED SESSION  
JUNE 8, 2020

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*TIME & PLACE:* 6:58 p.m., Zoom Meeting of City Council

*PURPOSE:* To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals

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

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

*PRESENT:* Council President John “Jack” R. Heath, Council Vice-President Muir Boda, Councilwoman Angela M. Blake, Councilwoman Michele Gregory, City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Ronald Strickler, Jr., City Clerk Kimberly Nichols

*ABSENT:* Mayor Jacob R. Day, Councilwoman April Jackson

\*\*\*\*\*

The City Council convened in Legislative Session via Zoom Meeting at 6:00 p.m. At 6:58 p.m., President Heath called for a motion to convene in Closed Session as permitted under the Annotated Code of Maryland §3-305(b)(1). Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to convene in Closed Session.

Deputy City Administrator Andy Kitzrow reported on the candidate selected for the position of Director of Housing and Community Development. Council then invited the candidate into the private Zoom Closed Session. After fielding questions from Council, the candidate was excused from the meeting.

After discussion, Council unanimously approved of the nomination as put forth by Administration.

At 7:26 p.m., Ms. Blake moved, Mr. Boda seconded, and the vote was unanimous (4-0) to adjourn the Closed Session.

Council convened in Open Session and President Heath reported that while in Closed Session Council had discussed a candidate for a City leadership position.

Thereafter, with no further business to discuss, the Open Session adjourned at 7:34 p.m.

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

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

1 CITY OF SALISBURY  
2 WORK SESSION (VIA ZOOM MEETING)  
3 JULY 6, 2020  
4

5 Public Officials Present  
6

Council President John “Jack” R. Heath  
Councilwoman Michele Gregory

Council Vice President Muir Boda  
Councilwoman April Jackson

7 Public Officials Absent  
8

9 Mayor Jacob R. Day  
10 Councilwoman Angela M. Blake  
11

12 In Attendance  
13

14 City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Department of  
15 Infrastructure and Development (DID) Director Amanda Pollack, Salisbury Police Department  
16 Captain Howard Drewer, Police Officer Barry Tucker, Grants Manager Deborah Stam, City  
17 Attorney Mark Tilghman, and City Clerk Kimberly Nichols  
18 -----

19 On July 6, 2020 the Salisbury City Council convened in a Work Session at 4:30 p.m. The  
20 following is a synopsis of the topics discussed:  
21

22 **Resolution accepting donation of masks for Salisbury Police Department**

23 Salisbury Police Captain Howard Drewer reported 100 face masks were donated to the Police  
24 Department at the beginning of the COVID-19 pandemic. The resolution would accept the donation.  
25

26 Council reached unanimous consensus to advance the resolution to legislative agenda.  
27

28 **Resolution accepting donation of gym flooring for Salisbury Police Department**

29  
30 Officer Barry Tucker reported he reached out to Brendan McWilliams who had mats for sale on  
31 Facebook. The mats were to be used for a temporary gym area outside in the wash bay area. After  
32 being contacted, Mr. McWilliams offered to donate the mats in support of the police. The value of  
33 the 2’ x 2’ mats was about \$300.00.  
34

35 Council reached unanimous consensus to advance the resolution to legislative agenda.  
36

37 **EDU Incentive Area discussion**

38  
39 DID Director Amanda Pollack lead the continued discussion on EDU Incentive Areas, Capacity  
40 Fees and Connection Fees. Her report was as follows:  
41

- 42 • The City was very close to using all of the EDUs from the initial EDU Bank (When the  
43 program was put into place in 2013, the City originally had 300 EDUs from the Linens of



44 the Week property. As development and redevelopment occurred over the years, 270 EDUs  
45 have been allocated. Only about 29 EDUs were left from the original bank.)

- 46 • This was an appropriate time to discuss whether the City wanted to continue some sort of  
47 similar program.
- 48 • She reported on the Downtown Projects and what already had allocations versus what was  
49 coming with no requested allocations as of yet. The Ross, Lot 16 and the Beer Garden, The  
50 Powell Building, and 500 Riverside Drive all received allocations in the past few years.  
51 Projects that had not applied for allocation yet but likely would include Lots 1 & 11, The  
52 Marina, Lots 10 and 30.
- 53 • Lot 1 proposed about 197 residential units plus commercial space. The Marina proposed  
54 about 56 residential units, boathouse and commercial space. Both projects would require  
55 approximately 300 EDUs.
- 56 • The original intent of the program was to encourage development and redevelopment in  
57 specific areas including the Downtown Development District, Riverfront Redevelopment -  
58 the Central Business District.
- 59 • The criteria in the original ordinance from 2013 could be examined and revised to ensure the  
60 Council was still interested in giving waivers and that the projects were meeting goals that  
61 the City was trying to achieve such as increasing housing for people earning a living wage,  
62 etc. The last ordinance had criteria that had to be consistent with the plan of transformation  
63 from 2012. It was an appropriate time to look at some of the criteria.

64  
65 City Attorney Mark Tilghman said that under the original plan, it only allowed for affordable  
66 housing waivers of EDUs. The new plan was created to allow them to grant waivers without  
67 violating the code because there were extra EDUs that could be utilized. Whatever criterial the  
68 Council wanted to set to promote growth, the City should set up what was done similar to  
69 affordable housing. The City could set any parameters the Council chose such as certain areas and  
70 types of development. Without having EDUs in a bank, they would really be waivers.

71  
72 Ms. Pollack said that capacity fees were typically paid when developers got their water main. While  
73 none of the discussed projects were close to that point, many developers wish to receive a waiver  
74 early on to show their bank and financiers that they have the City backing the project. Both projects  
75 were likely getting their financing packets in order.

76  
77 Mr. Boda noted it was a great tool to encourage development and the finance portion. He supported  
78 continuing the program and thought they should discuss an appropriate number to add to the bank  
79 since the two upcoming projects were in que. Long-term goals could include creating a broader  
80 policy or parameters to allow for future development. Mss. Jackson and Gregory concurred.

81  
82 President Heath thought that their agreement stipulated that they should refill the bank. They  
83 discussed remodeling the entire system, which would take at least several months, according to Ms.  
84 Pollack. She was working through the changes and send them to Legal for review. It was significant  
85 so would take a little longer than probably what they wanted to do with the EDU Incentive Areas. It  
86 was probably in the City's best interest and developers' best interest to do this first, get it moving  
87 and let the other changes follow. She said that was why this was discussed separately. She offered  
88 to work with Ms. Glanz and Mr. Kitzrow to propose specific criteria.

89

90 President Heath wanted to ensure they did not have to go back in before they got to the next stage  
91 and be realistic with the developments that were in the que and would probably come up before the  
92 final revisions were completed for the next stage.

93  
94 Ms. Pollack reported the way the affordable housing waiver was done, it was not a bank. There was  
95 no cap on numbers, just very tight criteria. The City may want to look at it that way with tighter  
96 criteria. There was a specific number because of Linens of the Week and any new numbers would  
97 probably be arbitrary. Each project would come before Council to discuss, and a separate resolution  
98 would be passed for each waiver. This method would afford the City the flexibility to look at each  
99 project based on their merits.

100  
101 President Heath suggested that they proceed with the plan just discussed.

102  
103 **Stonegate Speed Limit**

104  
105 City Administrator Julia Glanz reported that several months ago Councilwoman Blake requested a  
106 speed study in the Stonegate neighborhood. A study was conducted, and out of 436 trips, the  
107 average speed was 22 m.p.h. Based on the information in the study and Bill Sterling's  
108 recommendation, the City did not recommend reducing the speed to the requested 25 m.p.h. from  
109 30 m.p.h. It could be done, but the data did not back the action up. The decision was up to Council.

110  
111 Mr. Boda asked what the targeted speed limit was for neighborhoods in Vision Zero. Ms. Glanz did  
112 not know, but it was to target higher risk areas such as intersections. She speculated that Stonegate  
113 was not one of those areas but could ask Will White or Amanda Pollack for information on that. Mr.  
114 Boda said that Ms. Blake's concern was that people would sometimes fly through the neighborhood  
115 to get home quick, get to work, etc. which was why the average speed was likely 22 m.p.h.

116  
117 Ms. Jackson noted the Mayor said that in Vision Zero there would be changes in speed limit in  
118 some communities. Council reached unanimous consensus to not reduce the speed limit to 25 m.p.h.  
119 President Heath would explain Council's decision to Ms. Blake.

120  
121 **Ordinance accepting donated match funds for Port Feasibility Study**

122  
123 Grants Manager Deborah Stam reported the City of Salisbury was awarded grant funds in the  
124 amount of \$37,500 from the U.S. Department of Commerce-Economic Development  
125 Administration (EDA) for the Salisbury Port Feasibility Study in 2019. The City was required to  
126 provide matching funds in an amount equal to the grant for a total project of \$75,000. Two local  
127 businesses, Vane Brothers Companies and Chesapeake Shipbuilding Corporation, who were  
128 interested in having a port located in Salisbury, wished to assist the City by providing a portion of  
129 the matching funds in the amounts of \$1,000 and \$3,000, respectively.

130  
131 Ms. Stam recommended accepting the funds so that the grant account could be set up and the  
132 project could move forward.

133  
134 Council thanked the two companies for their contributions and reached unanimous consensus to  
135 advance the ordinance to legislative session for first reading.

136

137 **Council Comments**

138  
139 Mr. Boda hoped everyone had a happy 4<sup>th</sup> of July and hoped that someday soon Council would be  
140 back together.

141  
142 Ms. Jackson asked everyone to stay safe and healthy, and to remember that COVID-19 was still  
143 alive and well.

144  
145 Ms. Gregory asked everyone to stay cool, wear a mask and to stay home if possible.

146  
147 President Heath reminded everyone that the Blood Bank was still low and encouraged everyone  
148 able to donate to do so.

149  
150 **Adjournment**

151  
152 With no further business to discuss, the Work Session adjourned at 4:51 p.m. Council immediately  
153 convened in a Special Meeting.

154  
155  
156 \_\_\_\_\_  
157 City Clerk

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159 \_\_\_\_\_  
160 Council President

CITY OF SALISBURY, MARYLAND

SPECIAL MEETING VIA ZOOM

JULY 6, 2020

PUBLIC OFFICIALS PRESENT

Council President John "Jack" R. Heath  
Councilwoman Michele Gregory

Council Vice-President Muir Boda  
Councilwoman April Jackson

PUBLIC OFFICIALS ABSENT

Mayor Jacob R. Day  
Councilwoman Angela M. Blake

IN ATTENDANCE

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Grants Manager Deborah Stam, City Clerk Kimberly Nichols, and City Attorney Mark Tilghman

The City Council convened in a Special Meeting via Zoom on July 6, 2020 following the adjournment of the 4:30 p.m. Work Session. President Heath called the meeting to order at 4:51 p.m. followed by a moment of silent meditation.

ADOPTION OF LEGISLATIVE AGENDA

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

ORDINANCE – presented by City Attorney Mark Tilghman

- Ordinance No. 2608- 1<sup>st</sup> reading- accepting donated funds from the Vane Brothers Companies in the amount of \$1,000 and the Chesapeake Shipbuilding Corporation in the amount of \$3,000 to be utilized as matching funds for EDA Grant # 01-69-14848 which has been awarded to the City, and amending the FY2021 Grant Fund Budget to appropriate these donated funds for a Port Feasibility Study

Ms. Jackson moved, Mr. Boda seconded, and the vote was 4-0 to approve Ordinance No. 2608 for first reading.

President Heath thanked Vane Brothers Companies and Chesapeake Shipbuilding Corporation for their donations.

COUNCIL COMMENTS

Mr. Boda asked everybody to support local businesses and restaurants.

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*Ms. Jackson asked everyone to have a safe summer and would be happy to see everyone face to face again.*

*Ms. Gregory said she would be glad when the pandemic was over with and asked everyone to be safe and to wear their masks.*

*Ms. Glanz reported that today was Ronald Strickler’s first day and he was a good decision. The Zoo opened last weekend for Friends of the Zoo, and would re-open next weekend. The grant program through SWED was on the website, and there was still money available for local businesses.*

*With no further business to discuss, the Special Meeting adjourned at 4:58 p.m.*

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

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



## MEMORANDUM

**To:** Mayor Jacob Day  
**From:** Julie English, Administrative Assistant  
**Subject:** Reappointment to the Building Board of Adjustments and Appeals  
**Date:** July 9, 2020

---

Mayor Day, the following person has applied for reappointment to the Building Board of Adjustments and Appeals for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Andrew Bradley	July 2025

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

Attachment

1 **RESOLUTION NO. 3043**

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

6  
7 Name Term Ending  
8 Andrew Bradley July 2025  
9

10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on July \_\_\_\_\_, 2020.

13  
14 ATTEST:

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

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2020  
25

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



## MEMORANDUM

**To:** Julia Glanz, Acting Mayor  
**From:** Julie English, Administrative Assistant  
**Subject:** Reappointment to the Building Board of Adjustments and Appeals  
**Date:** July 9, 2020

---

The following person has applied for reappointment to the Building Board of Adjustments and Appeals for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Edward Torbert	June 2025

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

Attachment



# Edward L. Torbert

P.O. Box 4701 Salisbury Maryland 21803

June 12, 2020

Julia Glanz, Acting Mayor  
City of Salisbury, Maryland  
125 North Division Street  
Salisbury, Maryland 21801

Re: reappointment to the Building Board of Adjustments and Appeals

Dear Acting Mayor Glanz,

This letter is to advise that my term as a member of this board is about to expire at the end of the month. It also serves to advise my desire to continue my long experience in public service to the City by submitting this letter to you in hopes to be reappointed to the Board for another term. I have provided honest, committed and objective service to our community in a variety of ways since 1974 and would like to continue to bring my experience in the building and planning arena as well as other experiences.

I hope to continue my service to the City.

If you have any questions, please do not hesitate to contact me.

Also, wishing you well in your new role as acting mayor during Jake's deployment.

Sincerely,

A handwritten signature in black ink that reads "Edward L. Torbert". The signature is written in a cursive style with a long, sweeping underline.

Edward L. Torbert  
410.430.4963

# Edward L. Torbert

---

- Citizenship** A natural born United States citizen.
- Objective** To continue my public service as a member of the Salisbury, MD Building Board of Adjustments and Appeals.
- Certifications** **Certified Fire Protection Specialist** – certificate No. 1081 (NFPA)  
**Fire Inspector II** - Maryland Pro Board  
**Fire Instructor III** - Maryland Pro Board
- Experience**
- January 2015 – Current Bldg Brd of Adjust & Appeals Salisbury, MD
- Member**
- Member of the Salisbury, MD Building Board of Adjustments and Appeals. Providing guidance and rulings on appeals to the orders of the Chief Building Inspector and his department.
- June 2011 – June 2016 Torbert Consulting,L.L.C. Salisbury, MD
- Owner/Proprietor**
- Providing fire protection consulting services to architects, engineers, contractors and the general public, including code research, design review and on-site inspections.
- 2005 – June 2011 (Retirement) Wicomico County, MD Salisbury, MD
- Chief Fire Protection Specialist (Fire Marshal)**
- Supervises the Wicomico County Fire Protection Division, an office of five individuals including two full time fire safety inspectors, one part time fire safety inspector and one part time office clerical position.
  - Instituted a computer based field fire inspection and record management system.
- 1995 – 2005 Wicomico County, MD Salisbury, MD
- Fire Protection Specialist (Fire Marshal)**
- Reviewed plans for life safety and fire code compliance.
  - Consulted with developers, architects and contractors about fire code compliance and alternatives to perceived conflicts.
  - Conducted detailed inspections in all kinds of buildings, new and existing.
  - Supervised one fire safety inspector position.
- 1989 – 1995 Wicomico County, MD Salisbury, MD
- Fire Marshal**
- The administrative head of the department including budgetary and personnel responsibilities.
  - Supervised two Fire Investigator/Inspectors and one office clerical.

- Responsible for Fire/Arson investigations including criminal arson from the fire scene through the courtroom prosecution.
- Responsible for the full range of fire code enforcement activities including plan review and inspection.
- Office was closed in county government downsizing effort; staff was transferred to the Wicomico County Department of Public Works.

1986 – 1989                              Wicomico County, MD                              Salisbury, MD

**Assistant Fire Marshal**

- Conducted fire/arson investigations and fire safety inspections.
- Introduced the practice of plans review as part of our office routine.
- Expanded outreach to children and elderly for fire safety education.

1974 – 1986                              Wicomico County, MD                              Salisbury, MD

**Fire Safety Inspector**

- Conducted general fire safety inspections for new and existing buildings.
- Provided assistance in non-arson fire investigations.
- Initiated public school fire education programs for 2<sup>nd</sup> and 5<sup>th</sup> grades

2003, 2006, 2009    State of Maryland

**Member** - Maryland State Fire Code Update Committee

- Provided recommendations to the Maryland State Fire Prevention Commission for updates to the State Fire Code. Also served on the original Fee Committee for the Maryland State Fire Marshal in 1991 and the Update Committee in 2004.

1996 – 2015                              WorWic Community College                              Salisbury, MD

**Computer Instructor**

- Part time instructor in Community and Continuing Education department
- Conducts classes in various computer subjects including Windows operating systems, the internet and beginner classes for non-computer people.

**Education**

1970–1974                              Salisbury State University                              Salisbury, MD

- Graduated - Class of 1974
- B.A., History, minors in Political Science and Social Sciences.
- Student newspaper advertising sales manager.

**Training**

**This is a partial listing of numerous training classes and courses**

**National Fire Academy Training**

- January 1987 - Fire/Arson Investigation
- June 1991 - Management of Fire Prevention Programs
- August 1995 - Code Management: A Systems Approach
- July 1997 - Plans Review For Inspectors
- June 2000 - Principles of Fire Protection: Structures and Systems
- November 2007 – Evaluating Performance Based Designs

- November 2010 - Fire Dynamics/Fire Modeling

**Other Training**

- NFPA Life Safety Code Course – numerous courses since 1976
- Numerous fire inspection courses at Maryland Fire & Rescue Institute
- 1992 - NFPA Sprinkler Course
- 1993 - Practical Fire Alarm Course; National Burglar & Fire Alarm Assn.
- 1994 - Fire Sprinkler Course; National Fire Sprinkler Association
- 1996 - Fire Protection Systems Seminar; BOCA International
- Numerous other fire and arson investigation courses
- Presented numerous appeal cases before the Maryland State Fire Prevention Commission. All cases presented confirmed my rulings..

**Professional Memberships**

**Current and previous professional memberships:**

- National Fire Protection Association (NFPA)
- International Fire Marshal's Association (IFMA)
- Delaware Valley Chapter of IFMA. (Charter Member)
- Maryland Fire Marshal's Subcommittee (Chair 2010, 2011)

**Interests**

- Photography, nature and landscape
- Master Certified Barbeque Judge - Kansas City Barbeque Society
- Freemasonry, Master of Centennial Lodge 221 in 2002, 2008, 2009
- Grand Inspector for the Grand Lodge of Maryland 2003 - 2009
- Motorcycle touring
- Snow Skiing - Board of Advisors, web page coordinator, ski bus trip coordinator for the Salisbury Ski Club
- Relic Hunting – Shore Seekers Metal Detecting and Recovery Club
- Martial Arts – First degree black belt - Isshinryu Karate
- Current member of Crime Solvers of the Lower Shore Bd of Directors

**Personal References**

**Theodore E. Shea**  
P.O. Box 921  
Salisbury, MD 21803  
410-742-5890 Home

**Nola M. Arnold**  
30572 Paddington Court  
Salisbury, MD 21804  
410-548-1179 Home

The following is a description of my final position with Wicomico County, Maryland formulated after review by an independent compensation consultant hired by the County to update its position descriptions and salary classifications.

“Acting alone, under occasional direction from the Director of Public Works, this position plans, organizes, directs and performs highly specialized technical fire protection and administrative activities in the application of the Wicomico County Fire Prevention Code, Maryland State Fire Prevention Code and/or fire code of a local municipality; advises other local governments and associated agencies in the application of fire protection principals and standards relating to issues in their jurisdictions; responds to general fire safety inquiries from the public and provides public education information at various times of the year to the public, special groups and the local media; accepts and responds to complaints relating to fire safety concerns. This position develops, implements and enforces laws, regulations, policies and procedures relating to the enforcement of the applicable fire code and associated fire safety standards. Must have a working knowledge of modern fire protection principles and practices; methods of conducting fire prevention inspections; construction and operation of fire protection appliances used in buildings, reading and interpreting plans and specifications for panic and fire safety laws and regulations; provisions of nationally recognized fire protection standards; fundamentals of engineering as applied to fire protection work; principles of combustion and causes of fires; modern methods and equipment for fire prevention and control; general building construction; hydrostatic testing process and fire data information management. Must possess the ability to communicate effectively; gain the confidence and support of top management and advise them on fire protection matters; perceive the alternatives available in the solution of fire protection management problems and select logical and realistic courses of actions; develop cooperative working relationships with managers, employees, representatives at all levels of other governmental jurisdictions, industry and the general public contacted in the work; prepare well written and documented procedures, reports and correspondence.”

If there are any questions regarding this position, please do not hesitate to contact me.

1 **RESOLUTION NO. 3044**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
Edward Torbert	June 2025

8  
9  
10  
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
12 Council of the City of Salisbury, Maryland held on July \_\_\_\_\_, 2020.

13  
14 ATTEST:

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

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS

23  
24 \_\_\_\_\_ day of \_\_\_\_\_, 2020

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



## MEMORANDUM

**To:** Julia Glanz, Acting Mayor  
**From:** Julie English, Administrative Assistant  
**Subject:** Appointment to the Human Rights Advisory Committee  
**Date:** July 9, 2020

---

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

<u>Name</u>	<u>Term Ending</u>
Benjamin Pheasant	July 2024

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

Attachments

## Kim Nichols

---

**From:** Benjamin Pheasant <noreplysby@gmail.com>  
**Sent:** Friday, June 5, 2020 4:06 AM  
**To:** Julie English  
**Subject:** Benjamin Pheasant would like to join the Human Rights Advisory Committee.

### Name

Benjamin Pheasant

### Phone

(443) 880-1565

### Email

[bwpheasant@gmail.com](mailto:bwpheasant@gmail.com)

### Address

7790 Gumboro Rd  
Pittsville, MD 21850  
[Map It](#)

### Where would you like to serve?

Human Rights Advisory Committee

### Why would you like to serve on this board/commission?

I would like to serve on this committee in order to better serve the community and promote respect and equality. Growing up as a gay person in this community presented a host of challenges, least not of which included (1) not seeing representation of people like myself, and (2) being unaware of resources and programs that offered support as well as aided against prejudice. I believe that not having access to these resources, or to efforts that promote diversity, aided in these struggles. That being said, it is extremely encouraging to see the efforts of this city to promote exposure to diversity with respect to the LGBTQ+ community, and many other groups. For instance, the simple imagery of seeing Salisbury Pride flags downtown represents the strides that the city has made in promoting increased diversity. It feels truly inspiring to see support in ways that I did not imagine I would see at one point. Actions such as these provide encouragement for the ability of the community to come together and support different groups. I would like to serve on this committee in order to help promote diversity, provide resources including education, and places where healthy and respectful dialogue can be exchanged, and ensuring that all people are respected.

### Please upload a copy of your resume.

- [pheasantCVcurrent.pdf](#)

---

**WARNING:** This message was sent from an external source. Please verify the source before clicking any links or opening any attachments. NEVER provide account credentials or sensitive data unless the source has been 100% verified as legitimate.



# CURRICULUM VITAE OF Benjamin W. Pheasant

Updated June 2020

Department of Criminology and Criminal Justice  
University of Maryland  
2220AA LeFrak Hall  
College Park, MD 20742  
Email: [bwpheas@umd.edu](mailto:bwpheas@umd.edu)

---

## Education

Present	<b>University of Maryland, College Park</b> <i>Ph.D.</i> in Criminology and Criminal Justice ( <i>Expected May 2022</i> )
2019	<b>University of Maryland, College Park</b> <i>M.A.</i> in Criminology and Criminal Justice Thesis Title: <i>Integrating the Offending Versatility the Balance Perspective of Peer Influence</i>
2017	<b>University of Maryland, College Park</b> <i>B.S.</i> in Psychology <i>B.A.</i> in Criminology and Criminal Justice

## Professional and Academic Interests

Interests include criminological theory, specifically peer influence and collective behavior, behavioral economics and decision making, quantitative methodology, and criminal justice policy evaluation.

## Publications

### Revise and Resubmit

Tahamont, S., Hyatt, J., **Pheasant, B.**, Bell, N., & Sheets, M. (2020). Ineligible anyway: Evidence on the Barriers to Pell Eligibility for Prison Inmates in the Second Chance Pell Pilot Program in Pennsylvania. *Revise & Resubmit, Justice Quarterly*

### Research In Progress

**Pheasant, B.**, McGloin, J., & Thomas, K. Revisiting the Theorized Mechanisms of Differential Association.

Tahamont, S., **Pheasant, B.**, & Jaw, S. H. Exploring Heterogeneity in Longitudinal Patterns of Prison Visitation and Misconduct: A Group Based Multi-Trajectory Modeling Approach.

Deitzer, J. **Pheasant, B.**, Loughran, T. Preference Groupings in Offender Decision-Making.

**Pheasant, B.** Integrating Offending Versatility into the Balance Perspective of Peer Influence.

**Pheasant, B.** Intersection of Race and LGBQ Status: Exploring Attachment and Victimization.

## Software Programming

**Pheasant, B.** *trajfit*. Stata package for estimation of post Group Based Trajectory Modeling fit statistics.

**Pheasant, B.** *trajperm*. Stata package for estimation of Group Based Trajectory Modeling polynomial ordering permutations.

## Conference Presentations

[\* = Presenter]

- Pheasant, B.\***, McGloin, J., & Thomas, K. "Revisiting the Theorized Mechanisms of Differential Association." Paper Accepted at the *American Society of Criminology* Annual Meeting, Washington D.C. to be held November, 2020 - canceled due to COVID-19.
- Tahamont, S.\*, **Pheasant, B.**, Jaw, H. S. "Exploring Heterogeneity in Longitudinal Patterns of Prison Visitation and Misconduct: A Group Based Multi-Trajectory Modeling Approach." Paper Accepted at the *American Society of Criminology* Annual Meeting, Washington D.C. to be held November, 2020 - canceled due to COVID-19.
- Pheasant, B.\*** "Expanding the Peer Balance Perspective to Offending Versatility." Paper Presented at the *American Society of Criminology* Annual Meeting, San Francisco, CA. November, 2019.
- Pheasant, B.\***, Tahamont, S., Hyatt, J. "Administrative Challenges to Accessing Federal Aid for Post-Secondary Education Programs in Prison." Poster Presented at the *American Society of Criminology* Annual Meeting, San Francisco, CA. November, 2019.
- Tahamont, S.\*, Hyatt, J., **Pheasant, B.**, Bell, N., Sheets, M. "Ineligible anyway: Evidence on the Barriers to Pell Eligibility for Prison Inmates in the Second Chance Pell Pilot Program in Pennsylvania."
- Paper Presented at the *Stockholm Criminology Symposium*, Stockholm, SE. June, 2019.
  - Paper Presented at the *Western Society of Criminology* Annual Meeting, Honolulu, HI. February, 2019.
  - Paper Presented at the *American Society of Criminology* Annual Meeting, Atlanta, GA. November, 2018.
  - Poster Presentation at the *Association for Public Policy Analysis and Management* Fall Research Conference, Washington, D.C. November, 2018.

## Invited Presentations & Lectures

"Differential Associations and Social Learning." Invited Guest Lecturer for *CCJS 454: Contemporary Criminological Theory* at the University of Maryland. — College Park, MD. April, 2019.

## Research Experience

### University of Maryland

Research Assistant	<b>Dr. Sarah Tahamont</b>	Summer 2017 - present
Research Consultant	<b>Choice Research Associates</b> Supervision: Dr. Shawn Flower.	Summer 2020 - present

## Teaching Experience

### University of Maryland

Co-Instructor	<b>CCJS100: Introduction to Criminal Justice</b> Undergraduate Course Took over course while Dr. Justine Madoo was on maternity leave. This course is an introduction to the administration of criminal justice in a democratic society, with emphasis on the theoretical and historical development of law enforcement. The principles of organization and administration for law enforcement; functions and specific activities; planning and research; public relations; personnel and training; inspection and control; direction; policy formulation.	Spring 2019
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Graduate Teaching Assistant	<p><b>CCJS699L: Causal Inference</b> Advanced Methods Graduate Elective Course This course examines the assumptions that underlie empirical methods and the conditions under which they can (and cannot) be used to derive valid causal inferences. Students gain practical experience implementing advanced empirical methods and develop skills and intuition to interpret empirical research in the context of a causal model.</p> <p><b>CCJS620: Fundamentals of Criminological Research</b> Core Graduate Course First in a three part statistical methods sequence designed to equip students with analytic reasoning and statistical tools necessary to pursue rigorous research.</p> <p><b>CCJS100: Introduction to Criminal Justice</b> Undergraduate Course</p>	<p>Spring 2021</p> <p>Fall 2018 – Fall 2020</p> <p>Fall 2017 – Spring 2018</p>
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## Awards & Fellowships

### University of Maryland

<i>Fellow:</i> Graduate Student Summer Research Fellowship	Summer 2020
<i>Fellow:</i> Center for the Study of Business Ethics, Regulation, and Crime	2018 – 2019
<i>Dean's Fellowship:</i> University of Maryland's Dean's Fellowship.	2017 – 2018

## Professional Service & Affiliations

### Professional Organizations

<i>Member:</i> Campaign Zero	2020 – Present
<i>Student Affiliate:</i> Maryland Population Research Center	2018 – Present
<i>Member:</i> Human Rights Campaign (HRC)	2018 – Present
<i>Member:</i> American Society of Criminology	2017 – Present
<i>Member:</i> American Association for Psychological Sciences.	2016 – Present
<i>Member:</i> Alpha Phi Sigma – National Criminal Justice Honor Society	2015 – Present

### Manuscript Reviewer For

*Journal of Research in Crime and Delinquency*

### University Service

#### University of Maryland

<i>Member:</i> College of Behavioral and Social Science Dean's Graduate Student Advisory Council	2020 – Present
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### Department Service

#### University of Maryland

<i>Graduate Representative:</i> University of Maryland, Department of CCJS	2020 – Present
<i>Student Ambassador:</i> University of Maryland, Department of CCJS	2019 – Present
<i>Graduate Student Mentor:</i> University of Maryland, Department of CCJS	2018 – Present
<i>Coordinator:</i> Graduate Student Research Workshops (Smackdown)	2019 – 2020
<i>Co-Coordinator:</i> Engaging in Current Events as Criminologist (ECEC)	2019 – 2020
<i>Assistant Coordinator:</i> Engaging in Current Events as Criminologist (ECEC)	2018 – 2019
<i>Coordinator:</i> Social Events Chair for CCJS	2018 – 2019

1 **RESOLUTION NO. 3045**

2  
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following  
4 individual is appointed to the Human Rights Advisory Committee for the term ending as  
5 indicated.

6  
7 

<u>Name</u>	<u>Term Ending</u>
Benjamin Pheasant	July 2024

8  
9  
10  
11  
12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
13 Council of the City of Salisbury, Maryland held on July \_\_\_\_\_, 2020.

14  
15 ATTEST:

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

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

21  
22  
23 APPROVED BY ME THIS

24  
25 \_\_\_\_\_ day of \_\_\_\_\_, 2020

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



**COUNCIL AGENDA – Award of Bids**

**July 13, 2020**

- |                                     |                |
|-------------------------------------|----------------|
| 1. Award of Bid                     | \$1,230,000.00 |
| ITB 21-110                          |                |
| Three (3) Ford F550 Ambulance Units |                |
| 2. Declaration of Surplus           | \$ 0.00        |
| Various SPD Items                   |                |



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

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** July 13, 2020  
**Subject:** Award of Bid  
Contract ITB 21-110 Ford F550 EMS Units

The Department of Procurement received a request from the Salisbury Fire Department to purchase three (3) Ford F-550 4 x 4 Road Rescue Ultramedic Ambulance units through Atlantic Emergency Solutions, Inc., utilizing the HGACBuy cooperative purchasing program.

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 participate in cooperative purchasing activities, such as HGACBuy. The Houston-Galveston Area Council (H-GAC) is a unit of local government and a political subdivision of the State of Texas. All products offered through HGACBuy have been awarded by virtue of a public competitive process. The contracts awarded by the H-GAC Board are then made available to local governments nationwide through the HGACBuy Cooperative Purchasing Program. The City of Salisbury has previously purchased items utilizing this program through the execution of an Interlocal Contract, which sets out the conditions, requirements and processes of the procurement.

The contract pricing, terms and conditions has been verified with a representative from HGACBuy (Contract # AM10-18 Ambulances, EMS, and Other Special Service Vehicles), and there are sufficient funds in account 24035-577025 (Vehicles) to purchase the requested units.

The Procurement Department requests Council's approval to award Contract ITB 21-110 to Atlantic Emergency Solutions, Inc., in the amount of \$1,230,000.00.



**To:** Jennifer Miller, Director of Procurement  
**From:** John W. Tull, Fire Chief *JWT*  
**Subject:** Recommendation for Award of Bid for Project #FD-21-01 (EMS Units)  
**Date:** July 1, 2020

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During the FY2021 Capital Improvement Plan and Budget process, the Department was approved funding to purchase three (3) new EMS units. A bid proposal was submitted by Atlantic Emergency Solutions, Inc. in accordance to HGACBuy Contract AM10-18.

Pursuant to a thorough review and pricing verification from the City Procurement Department and the Salisbury Fire Department, please allow this memorandum to serve as the formal Department recommendation to award the bid to Atlantic Emergency Solutions, Inc. in the amount of \$1,230,000.00 to purchase three (3) new 2020, Ford F-550 4x4 Road Rescue Ultramedic Ambulances units for the Department.

Funding for this project can be found in account number *24035-577025 Vehicles*.

Attached you will find the following items:

- HGACBuy Contract Pricing Form
- HGACBuy Contract Pricing Verification Form

The estimated delivery time for these three (3) new EMS units from Atlantic Emergency Solutions, Inc. is scheduled for March 2021.

Please add this to the Award of Bids content for the earliest possible Council Legislative Agenda. If you should have any questions or comments, please do not hesitate to contact me.



Helping Governments Across the Country Buy

PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777 • 1-800-926-0234

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CONTRACT PRICING VERIFICATION

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TO:

**Captain Chris Twilley**

FROM:

**Loleta Chappel**

END USER:

**City of Salisbury, MD**

DATE:

**06/18/2020**

PHONE NUMBER:

RE:

**Price Verification**

REFERENCE:

Atlantic Emergency Solutions

Dated 7/1/2020

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We have reviewed the pricing provided through Contract HGACBuy AM10-18 Ambulance, EMS and Other Service Vehicles. Our review verifies that the pricing provided is in compliance with the contract.

Once a purchase document is executed for this order, please **send a completed signed Purchase Order and HGACBUY Worksheet(s) for HGAC processing** to me by email or fax and send a copy of the Purchase Order to the Vendor.

\*\*\*\*\*This is not an Order Confirmation\*\*\*\*\*





**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES only

Contract No.: **AM10-18**

Date Prepared: **7/1/2020**

*This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.*

Buying Agency:	Salisbury Fire Department	Contractor:	Atlantic Emergency Solutions
Contact Person:	Captain Chris Twilley	Prepared By:	Brian Bashista
Phone:	410-783-3782	Phone:	302-242-7311
Fax:	410-548-3121	Fax:	866-593-4877
Email:	ctwilley@salisbury.md	Email:	bbashista@atlanticemergency.com

Product Code:	<b>AM18XA13</b>	Description:	<b>Ultramedic I, 168" X 96", PT, Ford F450 (4 x 2), w/Air Ride</b>
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 172593

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RR-5 Rear Suspension Liquid Spring	10250	RR-251 LED Scene /Load Lights	3850
RR-23 Extend Module Length	3500	RR-300 Cool Bar	4989
RR-24 Drop Curbside Forward Body Skirt	1675	RR-314 Stryker Power Load	24500
RR-25 Drop Streetside Forward Body Skirt	1675	RR-316 Stryker Stretcher	19500
RR-34 Power Door Locks - Module Entry Doors, Hidden Switc	1122	RR-317 Stryker Stair Chair	5600
RR-55 Pass Through Opening	1250	RR-325 O2 Lif Zico OTS Electric for 55" left side motor	5728
RR-66 Custom Exterior Compartment Configuration	14555	RR-379 Rear Chevron DOT High Reflective	3275
RR-67 Relocate Curbside Entry Door Forward	3275	RR-380 Custom Lettering Graphics	4500
RR-101 Customized Interior Cabinet Design	9962	RR-152 Cabinet Upper Squad Bench	982
RR-186 Multi-Spec Interior Surfaces ILOS	2777	RR-65 Compartment LED Lights	1383
RR-246 Upgrade to M9 LED Warning Lights	5803	<b>Subtotal From Additional Sheet(s):</b>	20529
<b>RR-250 Traffic Pre-Empt GTT Opticom</b>	4656	<b>Subtotal B:</b>	155336

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Custom Paint Black Over Red Entire Paint of Unit	6103	Stryker Extended Warranty	15432
Lifepak Monitor and Lucas With Service Plans	25376	<b>Subtotal From Additional Sheet(s):</b>	12893
<b>Panasonic CF-33, CF20, antenna</b>	13000	<b>Subtotal C:</b>	72804

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 22%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	400733	=	<b>Subtotal D:</b>	400733
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**E. H-GAC Fee Calculation (From Current Fee Tables)** **Subtotal E:** 1000

**F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation**

Description	Cost	Description	Cost
Installation of SFD Equipment	3000	Inspection Trip	3267
Delivery and PDI Inspection	2000		
		<b>Subtotal F:</b>	8267

**Delivery Date:** **Mar-21** **G. Total Purchase Price (D+E+F):** 410000

<b>QW</b>			<b>Published</b>	<b>Unpublished</b>
<b>Number</b>	<b>Qty</b>	<b>Description</b>	<b>Options</b>	<b>Options</b>
RR42	1	Window Side Entry Limo Tint	\$638.00	
1-19-SR1	1	Plymovent Moved to the streetside		\$2,260.00
03-15-SR04	1	Whelen LED Strip Lights in Rub Rail		\$2,143.00
05-16-SR11		Forward Bench Cabinet		\$1,350.00
RR203	2	Install Customer Supplied Radios	\$3,790.00	
05-16-SR-13	1	Knox Med Vault		\$3,185.00
RR-293	1	Inverter Charger Vanner 1050	\$2,733.00	
RR-286	1	Shore Inlet - Kussmaul Super Auto-Eject	\$578.00	
RR-336	1	SCBA 2 Bracket Installed Exterior Compartment	\$655.00	
RR-142	1	CPR Seat EVS 5-Point Seatbelt	\$2,895.00	
RR-342	1	Technimount Monitor Mount	\$2,500.00	
RR-341	1	IV Warmer Smithworks 12 vdc	\$828.00	
RR-196	1	Squad Bench and Lower Left Full Height Stainless Kickpanels	\$665.00	
RR-274	1	Dome Lights Kinequipe 8" Round LED	\$2,696.00	
1/7/8006	1	Liquid Spring		\$3,955.00
RR-286	1	Shoreline Inlet Kussmaul Super Auto-Eject	\$578.00	
RR-52	1	Tow Eyes Rear Chrome with Deep Box	\$825.00	
RR-63	1	Power Door Locks Exterior Compartments	\$1,148.00	
		#N/A	#VALUE!	
		#N/A	#VALUE!	
		#N/A	#VALUE!	
		#N/A	#VALUE!	
		#N/A	#VALUE!	
		#N/A	#VALUE!	
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		#N/A	#VALUE!	
		#N/A	#VALUE!	
		#N/A	#VALUE!	

<b>Base Bid</b>	#N/A	
<b>Published Options</b>	\$20,529.00	
<b>Total Published Options</b>	#N/A	
<b>Unpublished Options</b>	\$12,893.00	#N/A
<b>Total Options w/o HGAC Fee</b>	#N/A	



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

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** July 13, 2020  
**Subject:** Declaration of Surplus  
Salisbury Police Department – miscellaneous items

The Department of Procurement received a request from the Salisbury Police Department to declare several items “surplus”, which are either outdated or damaged. Where applicable, the City will dispose of the items that have little to no value, and will recycle the ballistic vests.

The Department of Procurement hereby requests Council’s approval to declare the noted items as surplus and proceed as warranted by the item and/or its probable value.

Date: June 30, 2020

To: Jennifer Miller  
Director of Procurement

From: MPO B. Tucker #1190  
Quartermaster

Subject: SURPLUS ITEMS

With Chief Duncan's approval, The Salisbury Police Department is requesting that the items listed below be declared as surplus since they are no longer of any use to the Salisbury Police Department. The below listed items are either outdated, or worn or broken beyond repair, and are no longer needed as they have been replaced with new and/or upgraded items. The items will either be sold at auction if useable, or disposed of.

I request permission to declare, as surplus, the following items:

1. Two (2) unknown brand high back desk chairs. These items had an estimated value of \$1,300 each when purchased. The chairs are broken, and repair exceeds the replacement value. (to be disposed)
2. One (1) unknown brand metal storage cabinet, City of Salisbury Inventory Tag #00121. This item is damaged and no longer needed. The estimated value at purchase is \$500 each. (to be disposed)
3. Five (5) 15 drawer card filing cabinets, dated 1967. These items are outdated, and had an estimated value of \$500 each when purchased. (to be disposed)
4. One (1) Kobalt Brand locking truck box. The item is no longer needed or has been replaced, and had an estimated value of \$600 each when purchased. (to be disposed)
5. Two hundred fifty-eight (258) Ballistic vest panels. Twenty-nine (29) trauma panels, and twenty-nine (29) various trauma panels (shoulder, groin neck bicep). These items are past the manufacturer usable date, and have been replaced, and had an estimated value between \$400 -\$600 each when purchased. These items are being sent to a ballistic vest recycler.

Respectfully Submitted,  
*MPO B. Tucker #1190*  
MPO B. Tucker #1190  
Quartermaster  
Administrative division

*Chief Duncan 6/25/2020*



# MEMO

To: Amanda Pollack, Director Infrastructure & Development  
From: William T Holland  
Date: 6/2/2020  
Re: South Division Street – S. Div. St. Condo Annexation

---

Attached is the annexation package for the 1305 S Division St. annexation, including Resolutions 3033 and 3034. Please have this scheduled for the June 8<sup>th</sup> City Council Meeting to introduction the Resolutions and set the public hearing date.

KENPO333, LLC

---

KENPO333, LLC  
305A Union Avenue  
Salisbury, MD 21801

March 25, 2019  
William Holland  
125 North Division Street  
Salisbury, MD 21801

Dear Mr. Holland,

As the owner of Wicomico County Tax Map 0048, Grid 0008, Parcel 217, which property on the Southeastern quadrant of the Business 13/ South Division Street, we are providing this letter indicating our intent to move forward with the annexation of the aforementioned property due to the need of municipal water and sewer. Currently, the property is served by a septic system which has outlived its useful life and has been determined by the Wicomico Health Department public water and sewer is needed at the site.

Sincerely,



Richard Mitchell  
Owner

---

1305 S. Division Street  
Salisbury, MD 21801  
Phone: 410-844-4160

BDMK LLC

February 20, 2019

William Holland, Building Official

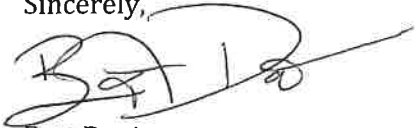
City of Salisbury

125 North Division Street

Salisbury, Maryland 21801

As the owner of Wicomico County Tax Map 0048, Grid 0008, Parcel 0217, which property is located on the southeast quadrant of Business 13/South Division Street, we are providing this letter indicating our intent to move forward with the annexation of the aforementioned property due to the need of municipal water and sewer. Currently, the property is served by a septic system which has outlived its useful life and has been determined by Wicomico Health Department that public water and sewer is needed at the site.

Sincerely,

A handwritten signature in black ink, appearing to read "Bret Davis", with a long horizontal line extending to the right.

Bret Davis

Owner

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # 0217

Map # 0048

SIGNATURE (S)

[Signature]

Date

3/28/19

Date

[Signature]

Date

Melody K Mitchell

Date









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

September 30, 2019

1305 S. Division Street  
Salisbury, Maryland

RE: Annexation Zoning-1305 S. Division Street  
Project #19-022  
Map 048-Parcel 0217  
City of Salisbury, Wicomico County, Maryland

Dear Mr. Davis,

The Salisbury-Wicomico Planning Commission at its May 16, 2019 meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **General Commercial** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Henry Eure  
Project Manager  
Department of Infrastructure & Development  
City of Salisbury  
125 North Division St., Room 202  
Salisbury, MD 21801  
410-548-3130



[www.salisbury.md](http://www.salisbury.md)

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



**Infrastructure and Development  
Staff Report  
Planning and Zoning Commission  
Meeting of May 16, 2019**

**I. BACKGROUND INFORMATION:**

**Project Name:** 1305 S. Division Street

**Applicant/Owner (s):** KENPO333, LLC-Mr. Richard Mitchell  
BDMK, LLC-Mr. Bret Davis

**Infrastructure and Development Project No.:** 19-022

**Nature of Request:** Zoning Recommendation for Annexation Request-3.03 Acres

**Location of Property:** Easterly quadrant of South Division Street and its northerly side and rear property line is contiguous to the Orchards student housing development.

Tax Map: 048 Parcel: 0217

**A. Introduction.**

The City Administration has referred KENPO333, LLC-Mr. Richard Mitchell and BDMK, LLC-Mr. Bret Davis, the owners of 1305 S. Division St, request for the annexation located on the south-east side of Salisbury to the Planning Commission for review and recommendation of an appropriate zoning designation. The property is located on the Easterly quadrant of South Division Street and its northerly side and rear property line is contiguous to the Orchards student housing development and consists of 2.68 acres. **(See Attachments #1 and 2.)**

Under the procedures established by the Mayor and City Council in 1987, the zoning classification of the area will be included in the resolution that annexes the property to the City. Prior to this policy, annexations were conducted by resolution and the zoning category established by a separate ordinance on a separate time schedule. This policy now puts the zoning classification and annexation on the same schedule.



**B. Area Description.**

This annexation area consists of two buildings on one parcel 3.03 acres in size and that is an occupied mixed retail development

**ZONING ANALYSIS:**

**A. Existing Zoning**

The annexation area zoned LB-1 Light Business and Institutional. (See Attachment #3.)

**B. Proposed Zoning:**

The City of Salisbury Planning staff recommends that the property be zoned Commercial, which is consistent with the zoning and land use recommended in the Salisbury Comprehensive Plan adopted in 2010. (See Attachment #4)

**C. County Plan.**

Wicomico County's Comprehensive Plan was adopted on February 3, 1998. This site is located within the area designated as "Commercial". (See Attachment #5)

**D. Zoning for Annexed Areas.**

**1. Introduction.**

Current City policy requires that all areas to be annexed shall be submitted to the Salisbury-Wicomico Planning Commission for review and recommendation of an appropriate zoning district. The Zoning Code does not establish specific procedures for zoning lands to be annexed to the City of Salisbury. The classification of future City areas, therefore, is conducted consistent with local adopted plan recommendations and Maryland Annexation Law.

**2. Adopted Plans.**



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

The Planning Commission is a jointly established agency for both the City of Salisbury and Wicomico County. One of its basic charges is to prepare and recommend various plans guiding the long-range development of both jurisdictions.

The information below summarizes the legal status of the plans currently in effect for Wicomico County and the City of Salisbury.

- a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. The Land Use Map of the City Plan designates this area as a "Commercial".
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted its Plan in 2017. The Land Use Map of the County Comprehensive Plan designates this area as "Commercial."

**3. Maryland Law.**

House Bill 1141 made two changes to Annexation Procedures that became effective October 1, 2006. They are:

1. **The Five-Year Rule.** First, the rule is applied solely on zoning. In the past, the five-year rule could be applied whenever a proposed new zoning classification was substantially different from the use envisioned "in the current and duly adopted master plan." The reference to the master plan is now gone and the issue becomes the degree of change from the current county zoning classification to the proposed municipal classification following the annexation. When the zoning change is from one residential zone to another, "substantially different" is now defined as a density change. The five-year rule will not kick in for a density change unless the proposed zoning is more dense by 50 percent. For example, if the current



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

zoning permits 1 unit per acre, the new zoning can be subject to the five-year rule if it permits anything more than 1.5 units per acre. As before, a municipality may obtain a waiver from the county to avoid the five-year wait until the new zoning classification applies.

2. **Annexation Plans Required.** An annexation plan is required that replaces the “outline” for the extension of services and public facilities prior to the public hearing for an annexation proposal. This section contains no additional language for the content of the annexation plan to be adopted, but does require it to be consistent with the municipal growth element for any annexations that begin after October 1, 2009 (unless extended for up to two six-month periods). The Plan must be provided to the county and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

**III. DEVELOPMENT SCENARIO.**

- A. These are two existing occupied structures with failing septic systems.

# Memorandum

**To:** Amanda Pollack, Director, City of Salisbury Department of Infrastructure & Development

**From:** Michael P. Sullivan, Esq.

**Date:** 5/19/2020

**Re:** *Fiscal Impact* – Annexation of 1305 S. Division Street, Salisbury, MD 21804

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## **Petition Requesting the City’s Annexation of the Annexed Property:**

On behalf of all owners of the Annexed Property, BDMK, LLC, a Maryland limited liability company (“BDMK”) filed a Petition for Annexation (the “**Petition**”) with the City of Salisbury (the “**City**”), requesting the City annex the following parcel of land: Map 0048, Grid 0008, Parcel 0217, having a premises address of 1305 S. Division Street (the “**Annexed Property**”).<sup>1</sup>

If approved by the City Council, the City’s annexation of the Annexed Property will add 3.03+/- acres of land to the municipal boundaries of the City, all of which will be zoned as “General Commercial” and subject to the standards set forth in Section 17.36 *et seq.* of the City of Salisbury City Code (the “**City Code**”). The City’s annexation of the Annexed Property is estimated to have an immediate, annual net-positive fiscal impact on the City in an amount not less than \$4,500. This Memorandum is intended to summarize estimated costs the City will incur, and estimated revenues the City will generate, if the Annexed Property is annexed by the City as requested by the Petition.

## **Costs Incurred by the City from the Annexation of the Annexed Property:**

Cost projections are based on a snapshot marginal cost approach. The current level of service (derived from the approved FY2020 Budget) is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand – i.e. how much the costs incurred by the City for providing a service are likely to vary with each additional household or job. With respect to the City’s annexation of the Annexed Property, cost projections are limited solely to jobs added by the subject annexation, because the Annexed Property is fully

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<sup>1</sup> The Annexed Property consists of real property owned by BDMK, Kenpo333, a Maryland limited liability company, and South Division Street Condominium Association, Inc., a Maryland non-stock corporation.

Furthermore, the Annexed Property consists of all that certain real property identified by the Maryland State Department of Assessments and Taxation as follow: Tax Account No. 13-129740; Tax Account No. 13-129748; Tax Account No. 13-129756; Tax Account No. 13-129741; Tax Account No. 13-129749; Tax Account No. 13-129757; Tax Account No. 13-129739; Tax Account No. 13 129747; Tax Account No. 13-129755; Tax Account No. 13-129738; Tax Account No. 13-129746; Tax Account No. 13-129754; Tax Account No. 13-129743; Tax Account No. 13-129751; Tax Account No. 13-129759; Tax Account No. 13-129742; Tax Account No. 13-129750; Tax Account No. 13-129758; Tax Account No. 13-129745; Tax Account No. 13-1297453; Tax Account No. 13-129744; Tax Account No. 13-129752; Tax Account No. 13-129760; Tax Account No. 13-129735; Tax Account No. 13-129734; Tax Account No. 13-129761; Tax Account No. 13-129737; Tax Account No. 13-129736; Tax Account No. 13-129763; and, Tax Account No. 13-129762.



developed, improved by two (2) free-standing buildings consisting of twenty-four (24) rental units leased to various commercial tenants.

Regardless of the nature or extent of the ongoing use of the Annexed Property, some portion of all public services provided by the City is fixed; therefore, the cost to the City for providing such public services will remain constant no matter how the Annexed Property is used following its annexation by the City. In light of such considerations, the annual, total costs to the City arising from the annexation of the Annexed Property is estimated to be approximately \$12,000+/-.

**Revenues to City from the Annexation of the Annexed Property:**

When land is annexed into the City it is immediately subject to the municipal real property tax levied by the City. The municipal real property tax is applied to the value of land and improvements located thereon. Under the City's FY2020 Budget (and the Mayor's proposed FY2021 Budget), the municipal real property tax rate is set at \$0.9832 per \$100 of assessed value. The total assessed value of the Annexed Property as determined by the Maryland State Department of Assessment and Taxation is currently \$1,665,000.00.<sup>2</sup> Accordingly, using the real property tax rate set by the City for the FY2020 Budget, the City's expected annual revenue from municipal real property taxes levied on the Annexed Property is estimated to be: \$16,650. Because the Annexed Property is fully developed to its highest and best use (subject to any complete redevelopment of the site, which is not planned), the amount of revenue generated by the City from municipal real property taxes assessed against the property is unlikely to experience any material variance beyond that caused by any change to the City's real property tax rate.<sup>3</sup>

The City also imposes certain user fees, capacity fees and impact fees, which the City charges to applicants for permits and/or users of certain public services provided by the City. The capacity fees the City will charge to the owners of units located at the Annexed Property (i.e. BDMK and Kenpo333, respectively) to the City's public water and sewer utilities will be based on the number of equivalent dwelling units ("EDUs") allocated to the Annexed Property. It is estimated that thirty-one (31) EDUs will be required to serve all users of City water and sewer utilities at the Annexed Property. Currently, under the FY2020 Budget (and as set forth in the Mayor's proposed FY2021 Budget), the City charges a Capacity Fee in the amount of \$3,533.00 per EDU. Accordingly, if thirty-one (31) EDUs must be allocated for use of City water and sewer utilities at the Annexed Property, the City can expect to receive a one-time Connection Fee payment in the amount of \$109,523.00 prior to connecting the Annexed Property to City water and sewer utilities.

<sup>2</sup> The assessed value of each property tax account that comprises the Annexed Property is follows: Tax Account No. 13-129740 (\$17,100); Tax Account No. 13-129748 (\$47,500); Tax Account No. 13-129756 (\$30,100); Tax Account No. 13-129741 (\$19,200); Tax Account No. 13-129749 (\$48,300); Tax Account No. 13-129757 (\$5,200); Tax Account No. 13-129739 (\$21,300); Tax Account No. 13-129747 (\$47,500); Tax Account No. 13-129755 (\$27,500); Tax Account No. 13-129738 (\$19,300); Tax Account No. 13-129746 (\$19,200); Tax Account No. 13-129754 (\$26,100); Tax Account No. 13-129743 (\$19,200); Tax Account No. 13-129751 (\$27,700); Tax Account No. 13-129759 (\$3,000); Tax Account No. 13-129742 (\$43,300); Tax Account No. 13-129750 (\$46,500); Tax Account No. 13-129758 (\$3,000); Tax Account No. 13-129745 (\$19,200); Tax Account No. 13-1297453 (\$27,800); Tax Account No. 13-129744 (\$19,200); Tax Account No. 13-129752 (\$59,900); Tax Account No. 13-129760 (\$3,500); Tax Account No. 13-129735 (\$73,800); Tax Account No. 13-129734 (\$72,100); Tax Account No. 13-129761 (\$4,300); Tax Account No. 13-129737 (\$774,800); Tax Account No. 13-129736 (\$131,100); Tax Account No. 13-129763 (\$5,600); and, Tax Account No. 13-129762 (\$2,700).

<sup>3</sup> Because it is difficult to estimate the activities of businesses that currently occupy (or may occupy in the future) rental spaces located at the Annexed Property, personal property tax receipts likely to accrue from the businesses currently operating (or business which may, in the future, operate) at the Annexed Property are not included as part of the analysis contained in this Memorandum.

*May 19, 2020*

In addition to the Capacity Fee, once connected to the City's public water and sewer utilities system, all users/rental units at the Annexed Property of such utility services will be billed quarterly by the City for service charges arising from the usage of water and sewer utilities at such rental units. The actual quarterly water and sewer utility charges that will be billed by the City for use of water and sewer utilities at the Annexed Property is unknown and cannot be estimated; however, for purposes of this Memorandum, it is assumed all users of water and sewer utilities at the Annexed Property would fall within the definition of "Commercial Customers" and thus would be charged: a Metered Water Rate of \$420.08/quarter, \$1.95/thousand gallons; and Sewer Charge Rate of \$1,047.42/quarter, \$4.84/thousand gallons (which would imply an allocation of EDUs greater than one (1)).

**Conclusion:**

The City's annexation of the Annexed Property is estimated to have a net-positive fiscal impact to the City (on an annual basis) in an amount not less \$4,500 (but, very likely, more).

1  
2  
3 **RESOLUTION NO. 3033**

4 A RESOLUTION of the City of Salisbury proposing the annexation to  
5 the City of Salisbury of a certain area of land contiguous to and  
6 binding upon the southerly corporate limit of the City of Salisbury to  
7 be known as the "South Division Street - S. Div. St. Condo  
8 Annexation" beginning for the same at a point on the existing  
9 corporate limit, said point lying on the easterly right of way line of  
10 South Division Street and also being the northwesterly corner of the  
11 lands of South Division Street Condominium continuing around the  
12 perimeter of the affected property to the point of beginning,  
13 containing all of Map 048 -Parcel 0217 and consisting of  
14 approximately 3.03 acres of land.

15 WHEREAS the City of Salisbury has received a petition to annex dated March 28, 2019,  
16 attached hereto (**Exhibit 1**), signed by at least twenty-five percent (25%) of the persons who are  
17 resident registered voters and of the persons who are owners of at least twenty-five percent (25%)  
18 of the assessed valuation of the real property in the area sought to be annexed binding upon the  
19 southerly corporate limit of the City of Salisbury to be known as "South Division Street - S. Div. St.  
20 Condo Annexation" beginning for the same at a point on the existing corporate limit, said point  
21 lying on the easterly right of way line of South Division Street and also being the northwesterly  
22 corner of the lands of South Division Street Condominium continuing around the perimeter of the  
23 affected property to the point of beginning, containing all of Map 048 -Parcel 0217, and consisting  
24 of approximately 3.03 acres of land,; and

25 WHEREAS the City of Salisbury has caused to be made a certification of the signatures on  
26 said petition for annexation and has verified that the persons signing the petition represent at least  
27 twenty-five percent (25%) of the persons who are eligible voters and property owners owning  
28 twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all  
29 as of April 12, 2019, and, as will more particularly appear by the certification of Leslie C. Sherrill,  
30 Surveyor, of the City of Salisbury, attached hereto (**Exhibit 2**); and

31 WHEREAS it appears that the petition dated March 28, 2019, meets all the  
32 requirements of the law; and

33 WHEREAS the public hearing is scheduled for \_\_\_\_\_ July 13 \_\_\_\_\_, 2020 at 6:00  
34 p.m.

35 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT  
36 it is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so  
37 as to annex and include within said City all that parcel of land together with the persons residing  
38 therein and their property, contiguous to and binding upon the southerly corporate limit, said point  
39 lying on the easterly right of way line of South Division Street and also being the northwesterly  
40 corner of the lands of South Division Street Condominium continuing around the perimeter of the  
41 affected property to the point of beginning, containing all of Map 048 -Parcel 0217, and consisting  
42 of approximately 3.03 acres of land, being more particularly described on **Exhibit A** attached  
43 hereto and made a part hereof.

44 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the annexation of the  
45 said area be made subject to the terms, conditions and agreements in **Exhibits A-C** attached hereto  
46 and made a part hereof.

47 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Zoning Map of the  
48 City of Salisbury shall be amended to include this newly annexed property in the General  
49 Commercial district. Said property is presently classified as Light Business and Institutional under  
50 the zoning laws of Wicomico County.

51 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Council shall hold a  
52 public hearing on the annexation hereby proposed on \_\_\_\_\_ July 13 \_\_\_\_\_, 2020, at 6:00 p.m. in  
53 the Council Chambers at the City-County Office Building and the City Administrator shall cause a  
54 public notice of time and place of said hearing to be published not fewer than two (2) times at not  
55 less than weekly intervals, in at least one newspaper of general circulation in the City of Salisbury,  
56 which said notice shall specify a time and place at which the Council of the City of Salisbury will  
57 hold a public hearing on the Resolution, which date shall be no sooner than 15 days after the final

58 required date of publication specified above.

59 AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, THAT this  
60 resolution shall take effect upon the expiration of forty-five (45) days following its final passage,  
61 subject, however, to the right of referendum as contained in the Local Government Article of the  
62 Maryland Annotated Code.

63 The above Resolution was introduced, read and passed at the regular meeting of the Council  
64 of the City of Salisbury held on \_\_\_\_\_ June 8, 2020, having been duly published as required by  
65 law in the meantime a public hearing was held on the 13th day of July, 2020, and was  
66 finally passed by the Council at its regular meeting held on the 13th day of July, 2020.

67 \_\_\_\_\_  
68 Kimberly R. Nichols, John R. Heath,  
69 City Clerk Council President

70  
71 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2020.

72  
73 \_\_\_\_\_  
74 Jacob R. Day,  
75 Mayor

# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # 0217

Map # 0048

SIGNATURE (S)



Date

3/28/19

Date



Date

Melody X Mitchell

Date



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

CERTIFICATION

**SOUTH DIVISION STREET – SOUTH DIVISION STREET CONDO ANNEXATION**

This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.

A handwritten signature in black ink, appearing to read 'Leslie C. Sherrill', written over a horizontal line.

Leslie C. Sherrill  
Surveyor

Date: 4/12/2019

South Division Street – South Division Street Condo – Certification – 4-12-19.doc

## EXHIBIT A

### SOUTH DIVISION STREET – S. DIV. ST. CONDO

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium. X 1,201,684.02 Y 187,177.01 (1) Thence by and with the said line of South Division Street South five degrees eleven minutes thirty-three seconds West ( $S 5^{\circ} 11' 33'' W$ ) four hundred decimal zero, six (400.06) feet to a point at the southwesterly corner of the said Condominium land. X 1,201,647.81 Y 186,778.59 (2) Thence by and with the southerly line of the said Condominium land South eighty-nine degrees forty-six minutes thirty-five seconds East ( $S 89^{\circ} 46' 35'' E$ ) three hundred thirty-four decimal two, zero (334.20) feet to a point on the aforementioned line of the Corporate Limits of Salisbury, MD, at the southeasterly corner of the said Condominium land. X 1,201,981.83 Y 186,777.29 (3) Thence by and with the easterly line of the said Condominium land North four degrees twenty-two minutes fifty-seven seconds East ( $N 4^{\circ} 22' 57'' E$ ) three hundred ninety-nine decimal six, one (399.61) feet to a point at the northeasterly corner of the said Condominium land. X 1,202,012.36 Y 187,175.73 (4) Thence by and with the northerly line of the said Condominium land North eighty-nine degrees forty-six minutes thirty-five seconds West ( $N 89^{\circ} 46' 35'' W$ ) three hundred twenty-eight decimal three, five (328.35) feet to the point of beginning.

Annexation containing 3.03 acres, more or less.



## 1305 SOUTH DIVISION STREET ANNEXATION

ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT (“Agreement”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “City”), and *Kenpo333, LLC*, a Maryland limited liability company (“**Kenpo333**”), *BDMK, LLC* (“**BDMK**”) and *South Division Street Condominium Association, Inc.*, a Maryland non-stock corporation (the “**SDS Condo Assoc.**”) (Kenpo333, BDMK and the SDS Condo Assoc. are hereinafter referred to collectively as the “**Petitioner**”) (the City and Petitioner are hereinafter referred to collectively as the “**Parties**”).

**RECITALS**

**WHEREAS**, for purposes of this Agreement, the term “Petitioner” shall be deemed to include each and every subsidiary, successor-in-interest and assign of Kenpo333 or BDMK, as the case may be, such that this Agreement, and all of the terms and conditions set forth herein, shall apply to, be binding in all respects upon and inure to the benefit of each and every subsidiary, successor-in-interest and assign of Kenpo333 or BDMK, as the case may be;

**WHEREAS**, Kenpo333 is the fee simple owner of all that certain real property situate and lying in the Camden Election District of Wicomico County, Maryland, more particularly known and designated as Condominium Units 2, 3, 4, and 5, and Storage Units G, F and E, as more fully described on that certain condominium plat made and prepared by Parker & Associates, Inc., entitled “Condominium Plat South Division Street Condominium”, dated May 25, 2016, and record and among the Land Records of Wicomico County, State of Maryland, in Plat CAB. 16, 794 (said real property is hereinafter referred to as the “**Kenpo333 Property**”);

**WHEREAS**, BDMK is the fee simple owner of all that certain real property situate and lying in the Camden Election District of Wicomico County, Maryland, more particularly known and designated as Condominium Units 1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 and Storage Units A, B, C, and D, as more fully described on that certain condominium plat made and prepared by Parker & Associates, Inc., entitled “Condominium Plat South Division Street Condominium”, dated May 25, 2016, and record and among the Land Records of Wicomico County, State of Maryland, in Plat CAB. 16, 794 (said real property is hereinafter referred to as the “**BDMK Property**”);

**WHEREAS**, SDS Condo Assoc. is the fee simple owner of all that certain real property situate and lying in the Camden Election District of Wicomico County, Maryland, more particularly designated as the “Common area of the South Division Street Condominium”, on that certain condominium plat made and prepared by Parker & Associates, Inc., entitled “Condominium Plat South Division Street Condominium”, dated May 25, 2016, and record and among the Land Records of Wicomico County, State of Maryland, in Plat CAB. 16, 794 (said real property is hereinafter referred to as the “**SDS Condo Assoc. Property**”) (the Kenpo333 Property, the BDMK Property and the SDS Condo Assoc. Property are hereinafter referred to collectively as the “**Annexed Property**”)<sup>1</sup>;

**WHEREAS**, the Kenpo333 Property, the BDMK Property and the SDS Condo Assoc. Property constitute all of the property described in the Declaration for South Division Street Condominium recorded among the Land Records of Wicomico County in Liber 4127 folio 415 (“**SDS Declaration**”);

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<sup>1</sup> The Annexed Property consists of all that certain real property identified by the Maryland State Department of Assessments and Taxation as follow: Tax Account No. 13-129740; Tax Account No. 13-129748; Tax Account No. 13-129756; Tax Account No. 13-129741; Tax Account No. 13-129749; Tax Account No. 13-129757; Tax Account No. 13-129739; Tax Account No. 13-129747; Tax Account No. 13-129755; Tax Account No. 13-129738; Tax Account No. 13-129746; Tax Account No. 13-129754; Tax Account No. 13-129743; Tax Account No. 13-129751; Tax Account No. 13-129759; Tax Account No. 13-129742; Tax Account No. 13-129750; Tax Account No. 13-129758; Tax Account No. 13-129745; Tax Account No. 13-1297453; Tax Account No. 13-129744; Tax Account No. 13-129752; Tax Account No. 13-129760; Tax Account No. 13-129735; Tax Account No. 13-129734; Tax Account No. 13-129761; Tax Account No. 13-129737; Tax Account No. 13-129736; Tax Account No. 13-129763; and, Tax Account No. 13-129762.

**WHEREAS**, Kenpo333 and BDMK constitute the sole Unit Owners as described in the SDS Declaration and as such, constitute 100% of the members of SDS Condo Assoc.;

**WHEREAS**, the Annexed Property is contiguous and adjacent to the present corporate boundaries of the City, which said Annexed Property is more particularly described and depicted by a plat entitled “Annexation Plat, of the Condominium Plat South Division Street Condominium”, dated June 27, 2019 (the “**Annexation Plat**”) (the Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*), prepared by Parker & Associates, Inc. and intended to be recorded among the Plat Records of Wicomico County, Maryland upon the City’s annexation of the Annexed Property, depicting all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “**Annexed Property Description**”);

**WHEREAS**, to effectuate the annexation of the Annexed Property, Kenpo333 and BDMK, on behalf of themselves and on behalf of the SDS Condo Assoc., submitted to the City a Petition for Annexation requesting the City’s annexation of the Annexed Property (the “**Petition**”) (a copy of the Petition is attached hereto and incorporated herein as *Exhibit C*);

**WHEREAS**, as of the date and year of this Agreement, Petitioners constitute the owners of one hundred percent (100%) of the assessed value of the Annexed Property, being all that real property intended to be annexed by the City in accordance with the terms and conditions of this Agreement;

**WHEREAS**, the Annexed Property is comprised of all of that property located at 1305 South Division Street and more particularly described on a Plat entitled South Division Street Condominium and recorded among the Plat Records of Wicomico County, Maryland in Plat Book 16 folio 794;

**WHEREAS**, the 2010 City of Salisbury Comprehensive Plan (the “**Comprehensive Plan**”) sets forth the land use polices for all lands located within the City’s municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City;

**WHEREAS**, the Municipal Growth Element section of the City’s Comprehensive Plan provides in pertinent part: “the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3” attached to and incorporated within the Comprehensive Plan, and the land uses shown within the City’s Municipal Growth Area “reflect[] a policy decision by the City, and by Wicomico County, that the City will remain the center for employment and commercial development in Wicomico County”;

**WHEREAS**, the Annexed Property is included within the City’s Municipal Growth Area, which designates the Annexed Property as “Commercial”;

**WHEREAS**, upon the submission of the Petition on behalf of the Petitioners, the City, through its Department of Infrastructure and Development (the “**I&D Department**”), referred the Petition to the Salisbury-Wicomico County Planning Commission (the “**Planning Commission**”) for the Planning Commission’s consideration and approval of the proposed zoning for the Annexed Property upon its annexation by the City;

**WHEREAS**, at its May 16, 2019 meeting, the Planning Commission unanimously approved zoning the Annexed Property as “General Commercial” upon its annexation by the City, on the basis that zoning the Annexed Property as “General Commercial” is consistent with Petitioners’ existing use of the Annexed Property, as well as the land use policies set forth in the City’s Comprehensive Plan;

**WHEREAS**, without annexation, the Annexed Property is ineligible to receive City services, including municipal water and sanitary sewer utility service;

**WHEREAS**, the City agrees to annex the Annexed Property, provided each of Petitioners agree to adhere to all laws, ordinances and regulations of the City and all of the terms and conditions of this Agreement, including, expressly, such terms and conditions governing each of Kenpo333’s, BDMK’s and the SDS Condo Assoc.’s use of their respective property, or any portion thereof, constituting the Annexed Property or any portion thereof;

**WHEREAS**, the City has held all public hearings regarding the proposed annexation of the Annexed Property as required by applicable state and local law and as otherwise deemed appropriate by the City; and,

**WHEREAS**, in accordance with the Petition and pursuant to the authority granted unto the City by the provisions of MD Code, Local Government, § 4-101, et seq., the Parties hereby enter into this Agreement for the purpose of establishing the terms and conditions governing the City's annexation of the Annexed Property and all annexation proceedings relating thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date upon which the Resolution authorizing the City's annexation of the Annexed Property, passed by majority vote of the City Council of the City of Salisbury (the "**City Council**"), becomes effective (the Resolution passed by the City Council authorizing the City's annexation of the Annexed Property is hereinafter referred to as the "**Annexation Resolution**"). The City's annexation of the Annexed Property shall not become effective until all appeal and referendum periods for the Annexation Resolution have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City's annexation of the Annexed Property.

2. **Warranties & Representations of the City.**

(a) When reviewing any development plan submitted for or relating to the Annexed Property, or any portion thereof, the Planning Commission, and its associated staff, and the City, and all of its officials, employees, representatives, agents and consultants, shall be guided by all terms of this Agreement, to ensure all matters addressed by this Agreement are implemented in accordance with the terms and conditions set forth herein. Any and all approvals relating to the development and/or use of the Annexed Property granted by any commission, board, body or agent of the City or any other government agency having jurisdiction over the Annexed Property and/or the development thereof, shall, to the fullest extent possible, comply with all terms and conditions of this Agreement.

(b) The Parties expressly acknowledge the City's annexation of the Annexed Property is not intended, nor shall it be construed, in any way whatsoever, to prohibit the City from enacting or otherwise adopting any future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, the City may deem necessary or appropriate to protect the health, safety and welfare of City residents or the public at large, or from applying the provisions of any such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, to any matter relating to any development or use of any portion of the Annexed Property; provided, however, any such application by the City shall not result in the divestment or termination of any prior approval(s) for any development and/or use of any portion of the Annexed Property or interfere with any vested rights Kenpo333, BDMK and/or the SDS Condo Assoc. has, respectively, in and to any portion of the Annexed Property to an extent greater than the impact such future ordinance(s), charter provision(s) and/or engineering standard(s), including any amendment(s) thereto, have upon other similarly-situated properties located within the municipal limits of the City.

3. **Warranties & Representations of Petitioners.**

(a) The execution of this Agreement shall constitute the express written consent of each of Petitioners to the City's annexation of Annexed Property as required by MD Code, Local Government, § 4-403(b)(1)-(2).

(b) Petitioners, jointly and severally, represent and warrant to the City as follows: (i) each of Petitioners has the full power and authority to execute this Agreement; (ii) Kenpo333 is the sole, fee simple owner of the Kenpo333 Property, BDMK is the sole, fee simple owner of the BDMK Property, and the SDS Condo Assoc. is the sole, fee simple owner of the SDS Condo Assoc. Property, and, accordingly, Petitioners are collectively the fee simple owners of all that certain real property constituting one hundred percent (100%) of the assessed value of the Annexed Property, as of the date and year first above written; and, (iii) to the best of each of Petitioners' knowledge and belief there is no action pending against or otherwise involving any of Petitioners and/or any portion of the Annexed Property which could affect, in any way whatsoever, any of Petitioners' right and authority to execute this Agreement.

(c) The Parties expressly acknowledge and agree each of Petitioners will receive a benefit from the City's annexation of the Annexed Property; accordingly, by their execution of this Agreement, each of Petitioners expressly waive and relinquish any and all rights or claims any of Petitioners has, or may have, to withdraw its respective consent to the City's annexation of the Annexed Property or any portion thereof; and, furthermore, none of Petitioners nor any of their respective agents or representatives shall petition the Annexation Resolution to referendum. The Parties expressly agree the waiver and relinquishment made by Petitioners under this Section 3(b) represents material consideration received by the City for its annexation of the Annexed Property, without which the City would not enter into this Agreement.

4. **Application of City Code and Charter; City Taxes.** From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter and the City Code shall have full force and effect as to all matters applicable or otherwise relating to the Annexed Property including the development and/or use of any portion thereof by any of Petitioners, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Annexed Property, the Annexed Property shall be subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

5. **Municipal Zoning.** Upon the effective date of the Annexation Resolution, the Annexed Property shall be zoned "General Commercial".

6. **Municipal Services.**

(a) Subject to the obligations of Kenpo333 and BDMK under Sections 9(c)(i)-(iii), the City agrees to provide all necessary municipal services required for the development and/or use of the Annexed Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services generally available to residents of the City.

(b) With respect to the allocation of public water and/or wastewater capacity and/or services for the Annexed Property or any portion thereof, any such allocation shall be determined by the City pursuant to the City's allocation plans in effect at the time a request for public water and/or wastewater capacity and/or services is submitted by Kenpo333, BDMK and/or the SDS Condo Assoc., respectively, in accordance with the City's applicable policies and procedures. Notwithstanding any term to the contrary set forth herein, Petitioners, jointly and severally, expressly acknowledge and agree that no public water or wastewater capacity for any existing use(s) or any future development of any portion of the Annexed Property shall be allocated or otherwise reserved by the City unless and until Kenpo333, BDMK and/or the SDS Condo Assoc., as applicable, has made payment to the City for all capacity fee(s) charged for any such allocation of water and/or wastewater capacity and/or services provided to the Annexed Property, or such portion thereof, in accordance with the applicable policies of the City existing at such time. None of Petitioners shall be obligated to pay any capacity fee(s) or to connect any portion of the Annexed Property to the City's water and/or wastewater systems until the earlier occurrence of: (i) the election by any of Kenpo333, BDMK and/or the SDS Condo Assoc. to connect such party's respective portion of the Annexed Property to the City's water and/or wastewater systems; or (ii) the issuance, by the Wicomico County Health Department or the Maryland

Department of the Environment (as the case may be), of a final non-appealable order requiring the connection of any portion of the Annexed Property to the City's water and/or wastewater systems.

7. **Standards & Criteria.** Should any environmental, engineering or other similar standard or criteria expressly provided in this Agreement be exceeded by any local, state or federal law, regulation, rule, standard or authorized criteria enacted, promulgated, ordered or adopted following the date and year of this Agreement, the newer stricter law, regulation, rule, standard or authorized criteria shall govern the rights and obligations of the Parties hereunder.

8. **City Boundary Markers.**

(a) At their sole cost and expense, Kenpo333 and BDMK, on behalf of Petitioners, shall install City Boundary Markers at the boundary lines of the Annexed Property to identify the new, enlarged municipal boundaries of the City resulting from the annexation of the Annexed Property. Within sixty (60) days from the date the forty-five (45) day referendum period for the Annexation Resolution expires, Kenpo333 and/or BDMK, on behalf of Petitioners, shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the aforesaid City Boundary Markers.

(b) The terms contained in Section 8(a) are the joint and several obligations of Kenpo333 and BDMK. In the event Kenpo333 and BDMK fail to perform their obligations under Section 8(a), then, after the expiration of the sixty (60) day period provided in Section 8(a), Kenpo333 and BDMK shall make payment to the City in the amount of Ten Thousand Dollars and 00/100 (\$10,000.00) or in the amount of the total costs incurred by the City to perform the obligations of Kenpo333 and BDMK under Section 8(a), whichever amount is greater.

9. **Development Considerations.**

(a) **Fees & Costs.** Kenpo333 and BDMK each, jointly and severally, acknowledge and agree to pay the City for any and all fees, costs and/or expenses, including, but not limited to, any legal fees, planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement, the preparation of the Annexation Resolution, the preparation of any other document(s) pertaining to the annexation of the Annexed Property, the publication of any public notice(s) for or in connection with the City's annexation of the Annexed Property, and/or any other matter relating to or arising from the City's annexation of the Annexed Property, as determined by the City in its sole discretion. The City shall invoice Kenpo333 and BDMK, jointly, for all costs to be paid by Kenpo333 and BDMK under this Section 9(a); and, Kenpo333 and BDMK shall be, jointly and severally, responsible for making payment of all amounts due and owing the City under this Section 9(a) within fifteen (15) days from Kenpo333's or BDMK's receipt of any invoice from the City.

(b) **Development of the Annexed Property.** Each of Petitioners shall develop and use their respective portion of the Annexed Property in a manner that complies with all laws and regulations governing the development of property located within the City's Commercial zoning district.

(c) **Contribution to Area Improvement; Road Improvements; Stormwater Management; Sewer Service.** Kenpo333 and BDMK, jointly and severally, agree to install sidewalks along the full public road frontage of the Annexed Property and to install pedestrian walkways along and within the Annexed Property in such a manner and to such an extent as determined by the City's I&D Department.

**(d) Contribution to the Re-Investment in Existing Neighborhoods.**

- (i)** Kenpo333 and BDMK, jointly and severally, expressly acknowledge and agree as follows: upon the expiration of three hundred sixty-five (365) days from the effective date of the Annexation Resolution, shall pay a non-refundable development assessment to the City in the amount of Twenty-Seven Thousand Three Hundred Four Dollars and 25/100 (\$27,304.25) (the “**Development Assessment**”). It is expressly acknowledged by the Parties that the payment of the Development Assessment as aforesaid represents a material part of the consideration to be received by the City hereunder, without which the City would not enter into this Agreement.
- (ii)** In the event the Development Assessment is not paid to the City in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, the Development Assessment, including all late charges incurred thereon (if any), shall be paid to the City prior to the issuance of any permit for or in connection with any use or development of the Annexed Property following the expiration of the time period set forth in Section 9(d)(i).
- (iii)** The Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City, or for any other purpose deemed necessary and appropriate by the City. The Development Assessment is in addition to and independent of: **(A)** any water and/or wastewater comprehensive connection charge(s), capacity fee(s) or any other assessment(s) charged, levied or otherwise imposed by the City in connection with the development of the Annexed Property; **(B)** any impact fee(s) levied or imposed by Wicomico County or the City; **(C)** and/or, any other charge(s) or fee(s) the City may assess against Petitioners and/or the Annexed Property in accordance with this Agreement and/or any applicable law(s) or regulation(s) governing the development or use of the Annexed Property or any portion thereof.

**(e) Public Utility Improvements & Extensions; Wastewater Service.**

- (i)** The Parties expressly acknowledge and agree the extension of public water and wastewater utilities will be necessary to meet the requirements for utility service provided to the Annexed Property. Accordingly, at their sole cost and expense, Kenpo333 and BDMK shall design and construct, or cause to be designed and constructed, such public water and wastewater utility extension(s), including, but not limited to, water main(s), sewer main(s), trunk line(s), fire hydrant(s) and any appurtenant facilities, necessary to serve the Annexed Property, including any future development thereof, subject to all applicable City standards and specifications. Each of Kenpo333 and BDMK, jointly and severally, further acknowledge and agree the water and wastewater sewer utility facilities designed and constructed in accordance with this Section 9(e)(i) shall be oversized in the manner and to the extent determined by the Director of the City’s I&D Department.
- (ii)** The design and construction of the facilities required for the extension and service of public water and wastewater utilities to the Annexed Property shall be governed by the terms and conditions of a Public Works Agreement by and between Kenpo333, BDMK, the SDS Condo Assoc. and the City (the “**PWA**”), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective. Notwithstanding any term to the contrary set forth herein, no

permit may be issued to Petitioners, or any party acting for or on behalf of any of Petitioners, for any work associated with the development of the Annexed Property until the PWA is executed by the Parties.

**10. RECORD PLAT.** Petitioners shall provide the City with a copy of the Annexation Plat recorded with the Land Records of Wicomico County, Maryland.

**11. NOTICES.** All notices and other communication in connection with this Agreement shall be made in writing and shall be deemed delivered to the addressee thereof as follows: (a) when delivered in person on a business day at the address set forth below; (b) on the third (3<sup>rd</sup>) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (c) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

All notices and other communications to Kenpo333 shall be addressed to, and delivered at, the following addresses:

Kenpo333, LLC  
c/o Richard S. Mitchell  
305 Union Avenue  
Salisbury, Maryland 21801

All notices and other communications to BDMK shall be addressed to, and delivered at, the following addresses:

BDMK, LLC  
c/o Bret C. Davis  
100 North Division Street, Apt. 301  
Salisbury, Maryland 21801

All notices and other communications to the SDS Condo Assoc. shall be addressed to, and delivered at, the following addresses:

South Division Street Condominium Association  
c/o Bret C. Davis  
100 North Division Street, Apt. 301  
Salisbury, Maryland 21801

All notices and other communications to the City shall be addressed to, and delivered at, the following addresses:

City of Salisbury  
c/o Amanda H. Pollack, P.E., Director  
Department of Infrastructure and Development  
125 N. Division Street, Room 202  
Salisbury, Maryland 21801

*With a copy to:*  
Michael P. Sullivan, Esquire  
Cockey, Brennan & Maloney, P.C.  
313 Lemmon Hill Lane  
Salisbury, Maryland 21801

*With a copy to:*  
S. Mark Tilghman, Esquire  
Seidel, Baker & Tilghman, P.A.  
110 N. Division Street  
Salisbury, Maryland 21801  
City Solicitor

12. **Future Uses of the Annexed Property.** Petitioners, jointly and severally, expressly acknowledge and agree that, upon the effective date of the Annexation Resolution, any development or use of Annexed Property or any portion thereof must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's "General Commercial" zoning district. Any development and/or use of the Annexed Property shall be subject to, and must comply with, all applicable capacity fees and/or impact fees as established by the City and/or Wicomico County existing on the effective date of the Annexation Resolution, subject to any amendments thereto as may be adopted or promulgated, from time to time, by the City and/or Wicomico County, as the case may be. The Parties expressly acknowledge and agree that neither this Agreement nor any of the terms set forth herein shall, in any way whatsoever, constitute or otherwise be construed as an approval by the City of any specific development or use at, upon or within any portion of the Annexed Property subsequent to the date and year first above written. The Parties further expressly acknowledge and agree that neither this Agreement nor any of its terms shall constitute or otherwise be construed as a waiver by the City of: any tax(es) levied or assessed by the City upon the Annexed Property; or, any fee(s), assessment(s) or charge(s) that may be imposed by the City, from time to time, arising from or in connection with any development or use of any portion of the Annexed Property.

13. **Miscellaneous Provisions.**

(a) **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The Parties, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of the Maryland courts and to venue in Wicomico County, Maryland with respect to any matter arising from or in connection with this Agreement.

(b) **Scope of Agreement.** This Agreement is not intended to limit the exercise of any police power(s) of the City, nor is this Agreement intended to limit the operations of the City government or guarantee the outcome of any administrative process. Unless otherwise expressly set forth herein, this Agreement shall be subject to all properly enacted laws and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: (i) enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; (ii) enacted or adopted by the City as a result of a state or federal mandate; or, (iii) applicable to the Annexed Property and to similarly situated property located outside of the City in Wicomico County.

(c) **Entire Agreement.** This Agreement and all exhibits attached hereto constitutes the entire agreement and understanding of the Parties with respect to the transactions contemplated herein, and all prior negotiations, writings and understandings of the Parties relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

(d) **Waiver.** None of the terms or conditions of this Agreement may be waived, except if set forth in a writing signed by the party entitled to the benefit of the term(s) or condition(s) so waived; and, such waiver shall be effective only in the specific instance and for the specific purpose for which the waiver is given.



(e) **Development of Annexed Property as a Private Undertaking.** The Parties expressly acknowledge and agree: (i) any development or use of the Annexed Property, or any portion thereof, is a private undertaking by the respective Petitioner; (ii) neither the City nor any of Petitioners is acting as the agent of any other party hereto in any respect hereunder; and, (iii) that each party hereto is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association between the Parties, of any kind whatsoever, is formed by the terms of this Agreement.

(f) **Modification.** Neither this Agreement nor any term contained herein may be waived, modified, amended, discharged or terminated except in a writing signed by the Parties.

(g) **Binding Effect.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any successor municipal authority of the City and any successor owner(s) of record of any portion of the Annexed Property.

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by Kenpo333 and/or BDMK to any purchaser of the Kenpo333 Property and/or the BDMK Property or any portion thereof, respectively, without the consent of the City or any of its elected officials, employees or agents; provided, however, any sale, transfer, assignment, gift or conveyance of the Annexed Property, or any portion thereof, shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Petitioners shall not transfer, or pledge as security for any debt or obligation, any of their respective interest in or to any portion of the Annexed Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions contained in this Agreement, as if such transferee or pledgee was a party to this Agreement. Kenpo333 and/or BDMK, as the case may be, shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Kenpo333 and/or BDMK of any of their respective interests in and to the Annexed Property or any portion thereof.

(i) **Express Condition.** The respective obligations of Petitioners, as set forth herein, shall be contingent upon the annexation of the Annexed Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the obligations of any of Petitioners independent of their respective ownership of any portion of the Annexed Property. Notwithstanding any term to the contrary set forth herein, Kenpo333 and BDMK, jointly and severally, expressly acknowledge and agree their obligations under Section 9(a) are not contingent or otherwise conditioned upon the City's annexation of the Annexed Property, and such obligations shall be binding upon each of Kenpo333 and BDMK, jointly and severally, and shall be enforceable by the City against each of Kenpo333 and/or BDMK, and/or any of their respective successor(s), representative(s), transferee(s) and/or assign(s), to the fullest extent permitted by Maryland law.

(j) **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits attached hereto (each of which is incorporated in this Agreement by this reference), shall be recorded among the Land Records of Wicomico County, the costs of which shall be the joint and several obligation of Kenpo333 and BDMK. This Agreement and all terms and conditions contained herein shall run with the Annexed Property, and all portions thereof (regardless of ownership), and shall be binding upon and inure to the benefit of the Parties and each of their respective heirs, personal representatives, successors, transferees and/or assigns.

(l) **No Reliance.** Each of the Parties, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by or relied upon any representation(s) or statement(s), whether express or implied, written or unwritten, made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

(m) **Further Assurances.** The Parties covenant and agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to give full effect to this Agreement.

(n) **Severability.** In the event any term, provision, covenant, agreement or portion of this Agreement, or his application to any person, entity or property, is adjudged invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

(o) **Waiver of Jury Trial.** The Parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counter-claim brought by a party hereto against the other party on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties to one another, and/or any claim, injury or damage arising from or consequent upon this Agreement.

(p) **Remedies.** In addition to each and every remedy now or hereafter existing at law or in equity, the Parties expressly agree that, provided the Annexation Resolution becomes effective, each party shall have the right to enforce this Agreement by an action for specific performance against the other.

(q) **Survival.** The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the City's annexation of the Annexed Property or any portion thereof.

(r) **Construction.** This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Section headings are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Agreement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

(s) **Time.** Time is of the essence with respect to this Agreement and each and every provision hereof.

(t) **Recitals.** The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Agreement.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]***

***[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals and acknowledged this Annexation Agreement as of the day and year first above written.

ATTEST/WITNESS:

**“Petitioners”:**

**Kenpo333, LLC**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
R.S. Mitchell, Authorized Representative

**BDMK, LLC**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Bret C. Davis, Authorized Representative

**South Division Street Condominium Association, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Bret C. Davis, President

**THE “CITY”:**

**City of Salisbury, Maryland**

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Jacob R. Day, Mayor

**[Signature Page to Annexation Agreement by and between Kenpo333, LLC, BDMK LLC, South Division Street Condominium Association, Inc. and the City of Salisbury, Maryland]**

**RESOLUTION NO. 3034**

A RESOLUTION of the City of Salisbury to adopt an annexation plan for a certain area of land contiguous to and binding upon the southerly corporate limit of the City of Salisbury, to be known as the "South Division Street – S. Div. St. Condo Annexation" beginning for the same at a point on the existing corporate limit, said point lying on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium continuing around the perimeter of the affected property to the point of beginning, containing all of Map 048 -Parcel 0217 and consisting of approximately 3.03 acres of land.

WHEREAS the City of Salisbury is considering the annexation of a parcel of land contiguous to and binding upon the southerly corporate limit of the City of Salisbury beginning for the same at a point on the existing corporate limit, said point lying on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium continuing around the perimeter of the affected property to the point of beginning, containing all of Map 048 - Parcel 0217 and consisting of approximately 3.03 acres of land, being more particularly described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS the City of Salisbury is required to adopt an annexation plan for the proposed area of annexation pursuant to the Local Government Article of the *Maryland Annotated Code*; and

WHEREAS the required public hearing is scheduled for July 13, 2020 at 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT an annexation plan for the "South Division Street – S. Div. St. Condo Annexation" as set forth in **Exhibit B** attached hereto and made a part hereof, is adopted for that area of land located and binding upon the southerly corporate limit Line of the City of Salisbury beginning for the same at a point on the existing corporate limit, said point lying on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street

30 Condominium continuing around the perimeter of the affected property to the point of beginning,  
31 containing all of Map 048 -Parcel 0217 and consisting of approximately 3.03 acres of land, said  
32 parcel being contiguous to and binding upon the corporate limit of the City of Salisbury.

33 AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the Council shall hold a  
34 public hearing on the annexation plan hereby proposed on July 13 \_\_\_\_\_, 2020 at 6:00p.m. in  
35 the Council Chambers at the City-County Office Building and the City Administrator shall cause a  
36 public notice of time and place of said hearing to be published not fewer than two (2) times at not  
37 less than weekly intervals, in a newspaper of general circulation in the City of Salisbury, which said  
38 notice shall specify a time and place at which the Council of the City of Salisbury will hold a public  
39 hearing on the Resolution.

40 The above Resolution was introduced and read and passed at the regular meeting of the  
41 Council of the City of Salisbury held on the 8th day of June \_\_\_\_\_, 2020, having been duly published  
42 as required by law in the meantime a public hearing was held on \_\_\_\_\_ July 13 \_\_\_\_\_, 2020, and  
43 was finally passed by the Council at its regular meeting held on the 13th day of July \_\_\_\_\_, 2020.

44  
45

46 \_\_\_\_\_  
47 Kimberly R. Nichols,  
48 City Clerk

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

49 APPROVED BY ME this \_\_\_\_ day of \_\_\_\_\_, 2020.

50 \_\_\_\_\_  
51 Jacob R. Day,  
52 Mayor

## EXHIBIT A

### SOUTH DIVISION STREET – S. DIV. ST. CONDO

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium. X 1,201,684.02 Y 187,177.01 (1) Thence by and with the said line of South Division Street South five degrees eleven minutes thirty-three seconds West ( $S 5^{\circ} 11' 33'' W$ ) four hundred decimal zero, six (400.06) feet to a point at the southwest corner of the said Condominium land. X 1,201,647.81 Y 186,778.59 (2) Thence by and with the southerly line of the said Condominium land South eighty-nine degrees forty-six minutes thirty-five seconds East ( $S 89^{\circ} 46' 35'' E$ ) three hundred thirty-four decimal two, zero (334.20) feet to a point on the aforementioned line of the Corporate Limits of Salisbury, MD, at the southeasterly corner of the said Condominium land. X 1,201,981.83 Y 186,777.29 (3) Thence by and with the easterly line of the said Condominium land North four degrees twenty-two minutes fifty-seven seconds East ( $N 4^{\circ} 22' 57'' E$ ) three hundred ninety-nine decimal six, one (399.61) feet to a point at the northeasterly corner of the said Condominium land. X 1,202,012.36 Y 187,175.73 (4) Thence by and with the northerly line of the said Condominium land North eighty-nine degrees forty-six minutes thirty-five seconds West ( $N 89^{\circ} 46' 35'' W$ ) three hundred twenty-eight decimal three, five (328.35) feet to the point of beginning.

Annexation containing 3.03 acres, more or less.

EXHIBIT B

ANNEXATION PLAN  
FOR THE  
ANNEXATION OF 1305 SOUTH DIVISION STREET, SALISBURY, MARYLAND 21804  
TO THE CITY OF SALISBURY

May 18, 2020

This Annexation Plan is consistent with the Municipal Growth Element of the City of Salisbury's adopted Comprehensive Plan. The following are milestones in the public review and consideration of the proposed Annexation which is the subject of this Annexation Plan:

- At a Work Session of the City of Salisbury Mayor and City Council, held on March 4, 2019, the Salisbury City Council (the "**City Council**") reviewed the Petition for Annexation (the "**Annexation Petition**") submitted by BDMK, LLC ("**BDMK**"), dated March 28, 2019, which requested the City of Salisbury, Maryland (the "**City**") annex the following property:
  - Map 0048, Grid 0008, Parcel 0217, consisting of 3.03 acres, more less (the "**Annexed Property**").<sup>1</sup>
- At the May 16, 2019 Meeting of the Salisbury-Wicomico County Planning Commission (the "**Planning Commission**"), the Planning Commission reviewed the proposed annexation of the Annexed Property and unanimously approved a recommendation to the City Council that the Annexed Property be zoned "General Commercial" upon its annexation by the City.
- On June 8, 2020, a Regular Meeting of the City of Salisbury Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City's annexation of the Annexed Property (said Resolution is hereinafter referred to as the "**Annexation Resolution**"), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear public comment on the City's annexation of the Annexed Property, as requested by the Annexation Petition submitted by BDMK. Furthermore, at the June 8, 2020, Regular Meeting of the City of Salisbury Mayor and City Council, the City Council directed that this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, within thirty (30) days of the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

**1.0. GENERAL INFORMATION AND DESCRIPTION OF ANNEXED PROPERTY.**

**1.1. Petitioners for Annexation of the Annexed Property.** The party which filed the Annexation Petition (the "**Petition**") requesting the City annex the Annexed Property is BDMK, LLC, a Maryland limited liability company, having a principal office address of 100 North Division Street, Apt. 301, Salisbury, Maryland 21801. BDMK filed the Petition on behalf of all owners of the Annexed Property, which are as follows: BDMK, Kenpo333, LLC, a Maryland limited liability company ("**Kenpo333**"), and South Division Street Condominium Association, Inc., a Maryland non-stock corporation (the "**SDS Condo. Assoc.**").

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<sup>1</sup> The Annexed Property consists of all that certain real property identified by the Maryland State Department of Assessments and Taxation as follow: Tax Account No. 13-129740; Tax Account No. 13-129748; Tax Account No. 13-129756; Tax Account No. 13-129741; Tax Account No. 13-129749; Tax Account No. 13-129757; Tax Account No. 13-129739; Tax Account No. 13-129747; Tax Account No. 13-129755; Tax Account No. 13-129738; Tax Account No. 13-129746; Tax Account No. 13-129754; Tax Account No. 13-129743; Tax Account No. 13-129751; Tax Account No. 13-129759; Tax Account No. 13-129742; Tax Account No. 13-129750; Tax Account No. 13-129758; Tax Account No. 13-129745; Tax Account No. 13-1297453; Tax Account No. 13-129744; Tax Account No. 13-129752; Tax Account No. 13-129760; Tax Account No. 13-129735; Tax Account No. 13-129734; Tax Account No. 13-129761; Tax Account No. 13-129737; Tax Account No. 13-129736; Tax Account No. 13-129763; and, Tax Account No. 13-129762.

**1.2. Location.** The Annexed Property is located on the easterly side of South Division Street and the northerly property line and the rear property line of the Annexed Property are each contiguous and adjacent to the present corporate boundaries of the City.

**1.3. Property Description.**

- The Annexed Property consists of 3.03 acres of land, more or less, comprising all that certain parcel of real property more particularly depicted and described by a plat entitled “Annexation Plat, of the Condominium Plat South Division Street Condominium”, dated June 27, 2019 (the “**Annexation Plat**”) (the Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as *Exhibit A*), prepared by Parker & Associates, Inc. and intended to be recorded among the Plat Records of Wicomico County, Maryland upon the City’s annexation of the Annexed Property, depicting all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit B* (the “**Annexed Property Description**”).
- The Annexed Property is comprised of twenty-four (24) rental units (Condominium Units 1-24) (collectively the “**Condo Units**”), seven (7) storage units (Storage Units A-G) (collectively the “**Storage Units**”), and those certain common areas located within and a part of the Annexed Property, which said common areas are more particularly designated as the “Common area of the South Division Street Condominium”, on that certain condominium plat made and prepared by Parker & Associates, Inc., entitled “Condominium Plat South Division Street Condominium”, dated May 25, 2016, and record and among the Land Records of Wicomico County, State of Maryland, in Plat CAB. 16, 794 (said plat is hereinafter referred to as the “**SDS Condo Plat**”) (the said real property identified as common areas on the SDS Property is hereinafter referred to as the “**SDS Condo Assoc. Property**”).
- The Annexed Property is subject to that certain Declaration for South Division Street Condominium recorded among the Land Records of Wicomico County in Liber 4127 folio 415 (“**SDS Declaration**”).
- The Annexed Property is owned as follows:
  - The SDS Condo Assoc. is the fee simple owner of the SDS Condo Assoc. Property, which is maintained by the SDS Condo Assoc. for the use and enjoyment of the owners (and users) of the Condo Units and the Storage Units located on and within the Annexed Property.
  - BDMK is the fee simple owner of Condo Units 1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, and Storage Units A, B, C, and D, as more particularly described and depicted on the SDS Condo Plat (collectively the “**BDMK Property**”).<sup>2</sup>
  - Kenpo333 is the fee simple owner of Condo Units 2, 3, 4, and 5, and Storage Units E, F, and G, as more particularly described and depicted on the SDS Condo Plat (collectively the “**Kenpo333 Property**”).<sup>3</sup>

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<sup>2</sup> The BDMK Property consists of all that certain real property identified by the Maryland State Department of Assessments and Taxation as follows: Tax Account No. 13-129740; Tax Account No. 13-129748; Tax Account No. 13-129756; Tax Account No. 13-129741; Tax Account No. 13-129749; Tax Account No. 13-129757; Tax Account No. 13-129739; Tax Account No. 13-129747; Tax Account No. 13-129755; Tax Account No. 13-129738; Tax Account No. 13-129746; Tax Account No. 13-129754; Tax Account No. 13-129743; Tax Account No. 13-129751; Tax Account No. 13-129759; Tax Account No. 13-129742; Tax Account No. 13-129750; Tax Account No. 13-129758; Tax Account No. 13-129745; Tax Account No. 13-1297453; Tax Account No. 13-129744; Tax Account No. 13-129752; and, Tax Account No. 13-129760.

<sup>3</sup> The Kenpo333 Property consists of all that certain real property identified by the Maryland State Department of Assessments and Taxation as follows: Tax Account No. 13-129735; Tax Account No. 13-129734; Tax Account No. 13-129761; Tax Account No. 13-129737; Tax Account No. 13-129736; Tax Account No. 13-129763; and, Tax Account No. 13-129762.



**1.4. Existing Zoning.** All of the Annexed Property is now zoned LB-1 "Light Business & Institutional" under the Wicomico County Code. All of the property, located within the municipal limits of the City, which adjoins the Annexed Property is zoned "General Commercial" under the City Code for the City of Salisbury (the "City Code").

**1.5. Reasons for Annexation.** The sewage disposal system serving the Annexed Property, and all improvements located thereon, is in the form of a cesspool. The cesspool providing sewage disposal for the Annexed Property is currently failing. Under applicable law, when the cesspool fails, the owners of the Annexed Property (i.e. BDMK, Kenpo333 and the SDS Condo Assoc.) will be prohibited from repairing or replacing the cesspool, effectively rendering all improvements located at the Annexed Property ineligible for occupancy (i.e. uninhabitable) and any use whatsoever, thereby jeopardizing the business operations of the various tenants leasing any of the Condo Units (as defined hereinabove) and preventing any future use of the property by BDMK or Kenpo333 or any other future owner of the Annexed Property or any portion thereof. Because the cesspool serving the Annexed Property cannot be repaired or replaced when it eventually fails (which is imminent), BDMK, on behalf of itself, Kenpo333 and the SDS Condo Assoc., has requested the City annex the Annexed Property so that the Annexed Property can be promptly connected to the City's public water and sewer utilities. Without annexation by the City and the access to public utilities annexation will provide, any permitted occupancy and use of any portion of the Annexed Property will – sooner rather than later – be barred indefinitely.

## **2.0. LAND USE PATTERN PROPOSED FOR THE ANNEXED PROPERTY.**

**2.1. Comprehensive Plan.** In 2010, the Mayor and City Council of the City of Salisbury adopted the City of Salisbury Comprehensive Plan (the "Comprehensive Plan"). The Comprehensive Plan sets forth the land use policies for all lands located within the City's municipal limits, including a Municipal Growth Element which establishes growth areas outside the municipal limits of the City. The Municipal Growth Element section of the City's Comprehensive Plan provides in pertinent part: "the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3" attached to and incorporated within the Comprehensive Plan, and the land uses shown within the City's Municipal Growth Area "reflect[] a policy decision by the City, and by Wicomico County, that the City will remain the center for employment and commercial development in Wicomico County." With respect to annexation of lands, the goal of the City of Salisbury's Comprehensive Plan is as follows: "To encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City." The Annexed Property is located within the City's designated Municipal Growth Area established by the Comprehensive Plan. Annexation to the City will allow the Annexed Property to be served by municipal water and sewer utilities.

**2.2. Proposed Zoning for Annexed Property.** Upon annexation, the Annexed Property is proposed to be zoned as "General Commercial". Per Section 17.36.010 of the City of Salisbury Code, the purpose of the "General Commercial" zoning district is: "to provide a wide range of functional and attractive regional retail, office, service, wholesale, storage, distributing and light manufacturing activities."

**2.3. Existing Use for Annexed Property.** As shown on Existing Site Plan attached hereto as *Exhibit C*, the Annexed Property is fully developed and consists of two (2) free-standing buildings, one of which is 39,101.87+/- square feet in size, and the other which is 6,915.6+/- square feet in size, which said two (2) free-standing buildings comprise collectively the BDMK Property and Kenpo333 Property and consist of multiple tenant spaces.

**3.0. THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE ANNEXED PROPERTY.**

**3.1. Roads & Sidewalks.**

- (a) Currently, and following its annexation by the City, the Annexed Property can be accessed by (2) access points on South Division Street.
- (b) Sidewalks shall be installed as shown on Sheet 3 of the Existing Site Plan (attached as *Exhibit C*), subject to the determination of the City and as approved by the Planning Commission, and shall be built to City standards.

**3.2. Water and Wastewater Treatment.** Based on the existing site development and use of the Annexed Property, the annexation of the Annexed Property will create a demand of approximately 7,807 gallons per day (approximately 3,807 gallons per day for the existing retail operations located at the Annexed Property and approximately 4,000 gallons per day for the existing school/daycare operations located at the Annexed Property (i.e. the business known as “Mitchell’s Martial Arts”), as shown on the Existing Site Development Plan (see “Estimated Water & Sewer Usage” contained on the “Title Sheet” (Sheet 1) of the Existing Site Development Plan attached as *Exhibit C*). At its expense, BDMK and Kenpo333 will connect to existing public water and sewerage facilities in the area in accordance with the Existing Site Development Plan (see *Exhibit C*), subject to the direction of the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Annexed Property upon its annexation.

**3.3. Schools.** As a non-residential use, the City’s annexation of the Annexed Property will not generate pupil enrollment and will have no impact on school capacity.

**3.4. Parks and Recreation.** As a non-residential use, the City’s annexation of the Annexed Property will have no impact on park and recreational facilities, nor will the City’s annexation of the Annexed Property generate a demand for park and recreational facilities.

**3.5. Fire, E.M., and Rescue Services.** The Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services to residents of the Salisbury Fire District. The Annexed Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will provide the aforesaid services to the Annexed Property.

**3.6. Police.** The City of Salisbury Police Department will provide police services to the Annexed Property.

**3.7. Stormwater Management.** Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

**3.8. Waste Collection.** The Annexed Property is fully developed for commercial use by various tenants. Commercial development in the City of Salisbury is served by independent waste haulers. Accordingly, the City will not be responsible for waste collection for the Annexed Property upon the annexation of the Annexed Property.



EXHIBIT B

SOUTH DIVISION STREET – S. DIV. ST. CONDO

Beginning for the same at a point at a corner of the existing Corporate Limits Line of the City of Salisbury, MD, being on the easterly right of way line of South Division Street and also being the northwesterly corner of the lands of South Division Street Condominium. X 1,201,684.02 Y 187,177.01 (1) Thence by and with the said line of South Division Street South five degrees eleven minutes thirty-three seconds West ( $S 5^{\circ} 11' 33'' W$ ) four hundred decimal zero, six (400.06) feet to a point at the southwest corner of the said Condominium land. X 1,201,647.81 Y 186,778.59 (2) Thence by and with the southerly line of the said Condominium land South eighty-nine degrees forty-six minutes thirty-five seconds East ( $S 89^{\circ} 46' 35'' E$ ) three hundred thirty-four decimal two, zero (334.20) feet to a point on the aforementioned line of the Corporate Limits of Salisbury, MD, at the southeasterly corner of the said Condominium land. X 1,201,981.83 Y 186,777.29 (3) Thence by and with the easterly line of the said Condominium land North four degrees twenty-two minutes fifty-seven seconds East ( $N 4^{\circ} 22' 57'' E$ ) three hundred ninety-nine decimal six, one (399.61) feet to a point at the northeasterly corner of the said Condominium land. X 1,202,012.36 Y 187,175.73 (4) Thence by and with the northerly line of the said Condominium land North eighty-nine degrees forty-six minutes thirty-five seconds West ( $N 89^{\circ} 46' 35'' W$ ) three hundred twenty-eight decimal three, five (328.35) feet to the point of beginning.

Annexation containing 3.03 acres, more or less.



N/F  
ROBERT TWILLEY  
PARCEL 215 1853/840

N/F  
MCLEAN CINDERELLA  
REAL ESTATE, LLC  
PARCEL 437 1589/379

PARCEL 217  
EXISTING BUILDING  
39101.87 FT<sup>2</sup>

N/F  
HEARNE PROPERTIES, LLC  
PARCEL 214 2274/537

- CONSTRUCTION NOTES:**
- CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES BEFORE LOCATION SHALL BE PLACED. CONTRACTOR SHALL NOTIFY PROPER PROTECTOR OF UTILITIES.
  - SEWER SHALL HAVE NO DEPTH GREATER THAN A 2% CROSS SLOPE TOWARD THE ROADWAY.
  - CONTRACTOR SHALL MAINTAIN 7 FEET SETBACK EXISTING TOP BACK OF CURB AND EXISTING SIDEWALK. SPOK SHALL BE MAINTAINED AND DEPROVED OF PROFILES.
  - FINISHMENT TO BE REFERRED TO THE SITE OF SEWERLINE AFTER INDIVIDUAL CONSTRUCTION IS COMPLETE.
  - CONTRACTOR SHALL VERIFY THAT ALL UTILITIES ARE TO THE SITUATION IN CONTINUOUS EXISTING CONSTRUCTION. IF DISCREPANCY SHOULD OCCUR CONTRACTOR SHOULD PROVIDE ALTERNATIVE FOR THE CHANGE.
  - CONTRACTOR SHALL MAINTAIN AT LEAST 42 INCHES OF COVER OVER PROPOSED TRENCH.
  - SEWER TRENCH AND SEPTIC FIELD SHALL BE ADJACENT (IN ACCORDANCE WITH HANDBOOK SPECIFICATIONS OF THE ENGINEER).
  - TRENCH OPERATIONS WITHIN THE CITY PLUMBING DEPARTMENT AND THE HANDBOOK COUNTY HEALTH DEPARTMENT WILL NEED TO TAKE PLACE FOR THE REMOVAL OF THESE SERVICE LINES.
  - 75-100% OF MATERIAL SHALL BE REUSED AND RECYCLED FOR FILL.
  - ALL PAVEMENT AREAS SHALL BE CLEAR OF ALL DEBRIS BEFORE BEARING CAN BE SET.
  - SEWERING CAN BE SET AFTER AREA HAS BEEN SEaled.
  - WHEEL SPOTS SHALL BE INSTALLED AT THE PARKING SPOTS THAT FACE BUILDING AND THE SIDEWALK ALONG BOTH SIDING STREET.
  - CONTRACTOR SHALL PROVIDE CONSTRUCTION INLET PROTECTION (4" DIA PER 2" DIA) HANDBOOK STANDARD AND SPECIFICATIONS FOR SOIL, COVER AND WEAR SURFACE CONTROL ON INLET IN SOUTH DIVISION STREET.
  - CONTRACTOR SHALL VERIFY EXISTING UTILITIES DURING SOME PEAK MONTHS IN SOUTH DIVISION STREET.

- SEQUENCE OF CONSTRUCTION**
- APPROVAL OF ALL PLANS INCLUDING BE SUBJECT CONTROL, WITHIN THE CITY OF BALTIMORE BY CITY ENGINEER, INSPECTOR, M.D. INSPECTOR OR SUBMITTER. CONTRACTOR OBTAINING A PERMITS FROM ANY OTHER APPROVING AGENCY OF A PRE-CONSTRUCTION MEETING AT LEAST TWO WEEKS PRIOR TO THE STARTING.
  - INSTALLATION OF WATER MAINS AND SEWER MAINS SHALL BE COMPLETED FROM THE STREET UNDER THE ROADWAY AND BROUGHT INTO PROPERTY. CONTRACTOR SHALL OBTAIN PERMITS TO COMPLETE AND THAT PERMITS TIMES WILL NOT BE INTERRUPTED.
  - INSTALL SEWER MAIN AND MANHOLE AND SOIL TRENCH SHALL BE FILLED, COMPACTED AND STABILIZED AFTER INSTALLATION.
  - INSTALL WATER MAIN TO THE AND CONNECT TO EXISTING TRENCH SHALL BE FILLED, COMPACTED AND STABILIZED AFTER INSTALLATION.
  - CONCRETE SEWER EXISTENCE AFTER REFERENCE TO HANDBOOK AND HANDBOOK OF HANDBOOK SPECIFICATIONS SHALL BE IN SOUTH DIVISION STREET.
  - INSTALL SEWER EXISTENCE APPURTENANCES AND CONNECT TO EXISTING TRENCH SHALL BE FILLED, COMPACTED AND STABILIZED AFTER INSTALLATION.



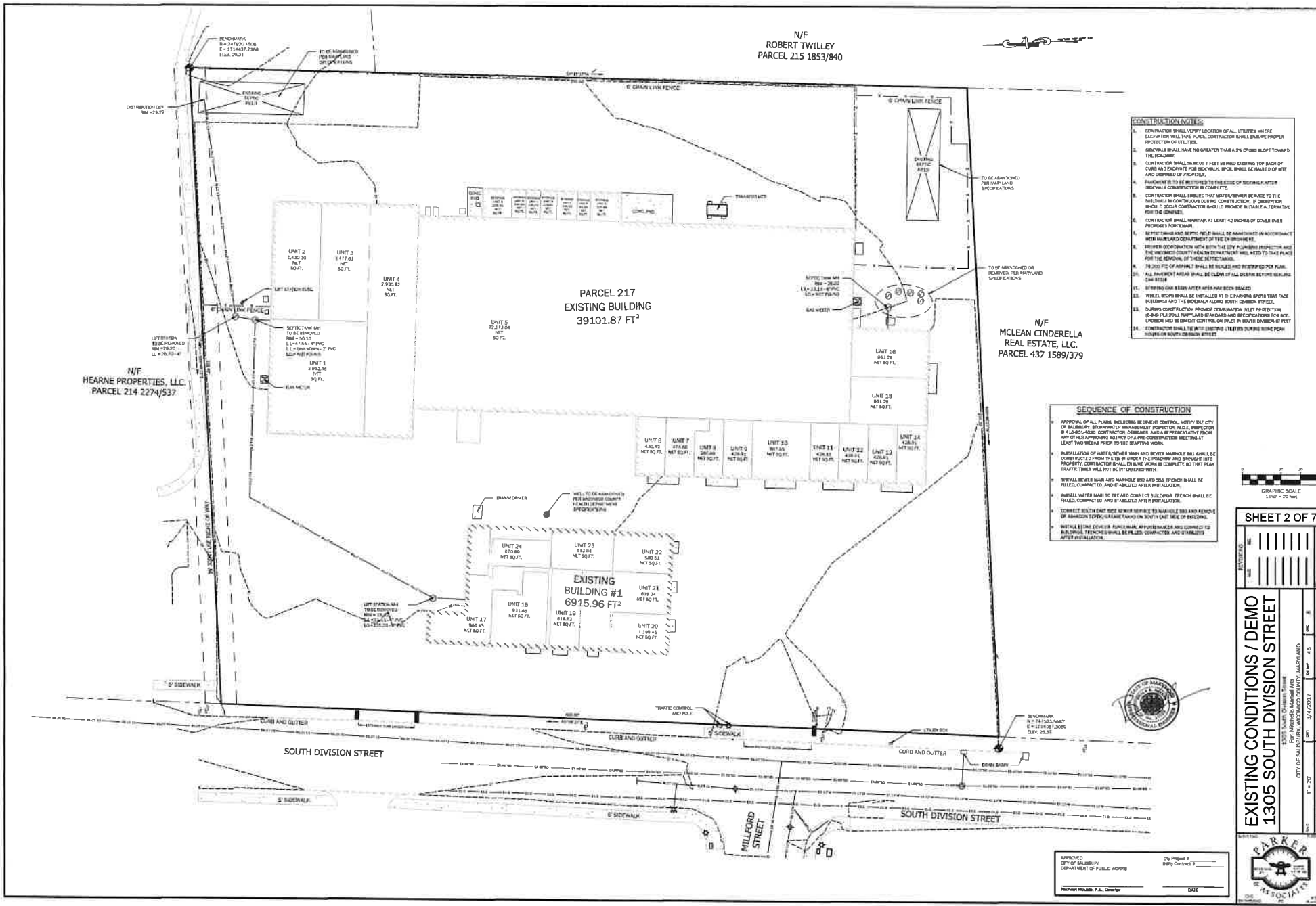
SHEET 2 OF 7

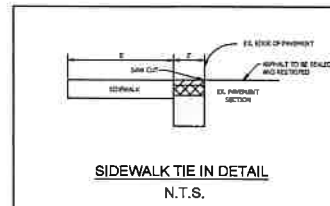
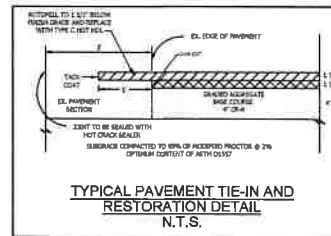
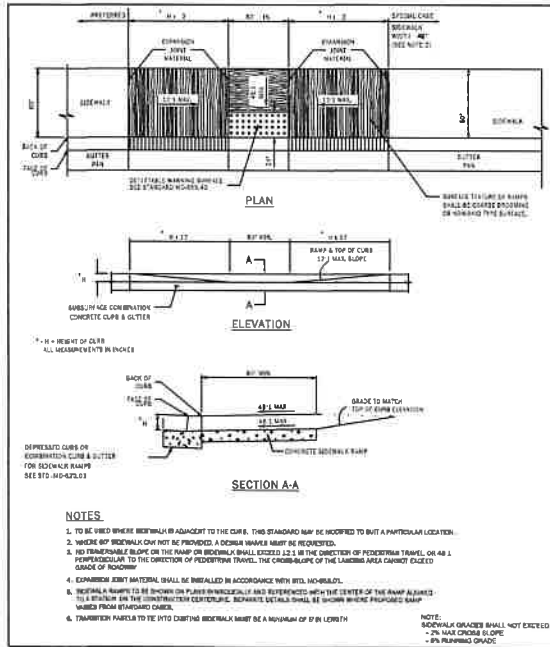
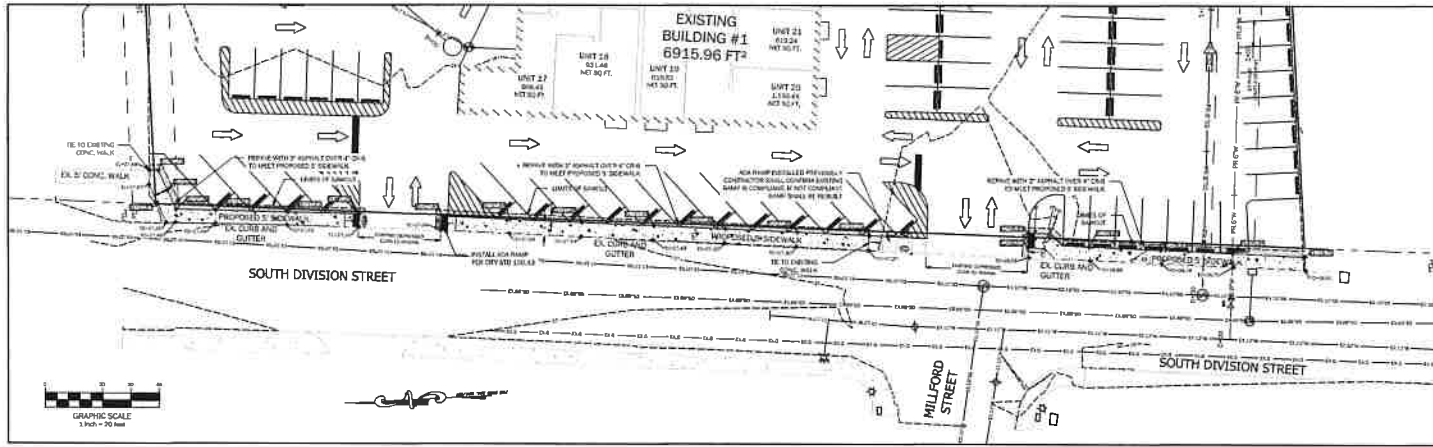
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PROJECT	1305 SOUTH DIVISION STREET
CLIENT	1305 SOUTH DIVISION STREET
DESIGNER	1305 SOUTH DIVISION STREET
CHECKER	1305 SOUTH DIVISION STREET
DATE	11-27-20

**EXISTING CONDITIONS / DEMO**  
1305 SOUTH DIVISION STREET  
CITY OF BALTIMORE, MARYLAND  
11-27-20



APPROVED  
CITY OF BALTIMORE  
DEPARTMENT OF PUBLIC WORKS  
Michael McLean, P.E., Director  
DATE





SHEET 3 OF 7

**SIDEWALK PLAN**  
**1305 SOUTH DIVISION STREET**

1305 SOUTH DIVISION STREET  
FOR MILLFORD, MICHIGAN 48360  
CITY OF GALELLETT, WISCONSIN COUNTY: LAKELAND  
DATE: 3/24/2023  
PROJECT NUMBER: 1918



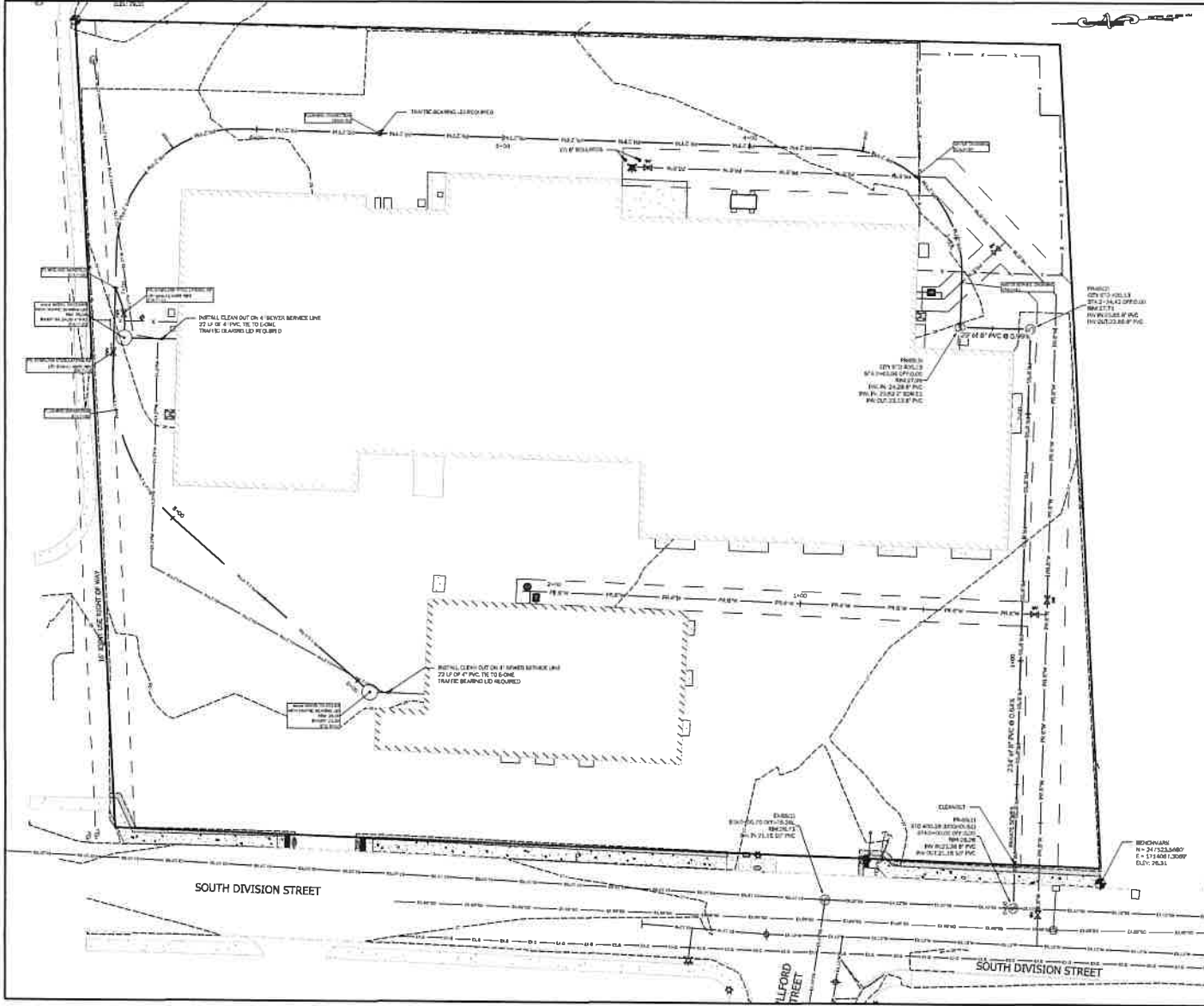
APPROVED:  
CITY OF GALELLETT  
DEPARTMENT OF PUBLIC WORKS

City Engineer:  
Luby, Michael J.

Michael J. Luby, Director  
DATE



DATE PLOTTED: 3/27/2023 10:41 AM



- SEWER NOTES:**
- SEWER MAINS TO BE 8" P.V.C.
  - SHARP TURN SEWER MANHOLES SHALL CONFORM TO CITY STD. NO. 482.02.
  - ALL MANHOLES INSTALLED IN DRIVEWAY AREAS SHALL BE FLOORED WITH A CONCRETE COLLAR EXTENDING 3' BEYOND THE FRAME OF THE MANHOLE LID. THE COLLAR SHALL BE 4" THICK AND BE SUPPORTED BY A 6" RING OF CH-40 AGGREGATE WHICH IS 18" DEEP. THE COLLAR SHALL BE INSTALLED AFTER THE TOP OF THE MANHOLE LID AND SHALL BE COMPACTED TO THE PROPER GRADE. BELOW THE MANHOLES (EARTH AND/OR MANHOLE) IS SUCH A WAY AS TO CREATE POSITIVE DRAINAGE AWAY FROM THE LID.
  - FOR PROTECTION OF PRIVATE SEWER MAINS AND FOR ABANDONMENT OF EXISTING SEWER SERVICES CONTRACTOR TO CONTACT CITY PLUMBING INSPECTOR FOR REQUIREMENTS, AND TO COORDINATE THE WORK AND INSPECTOR.
  - RENDSHALL BE FILLED, COMPACTED AND STABILIZED AFTER INSTALLATION.



SHEET 4 OF 7

REVISION NO.	DATE	BY	CHKD.

**SEWER / FORCEMAIN PLAN**  
**1.303 SOUTH DIVISION STREET**  
 1.303 South Division Street  
 For: Marlowe Industrial Area  
 CITY OF SALISBURY  
 DATE: 11-2-23  
 DRAWN: JAC  
 CHECKED: JAC  
 IN CHARGE: JAC

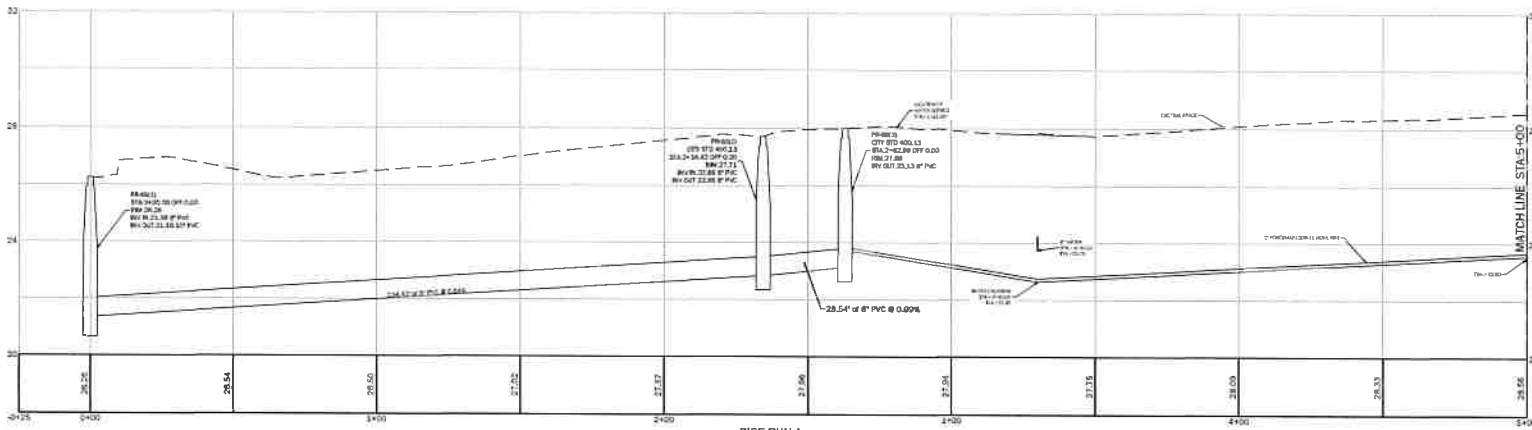


APPROVED:  
 CITY OF SALISBURY  
 DEPARTMENT OF PUBLIC WORKS  
 City Engineer: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Michael Madala, P.E., Designer

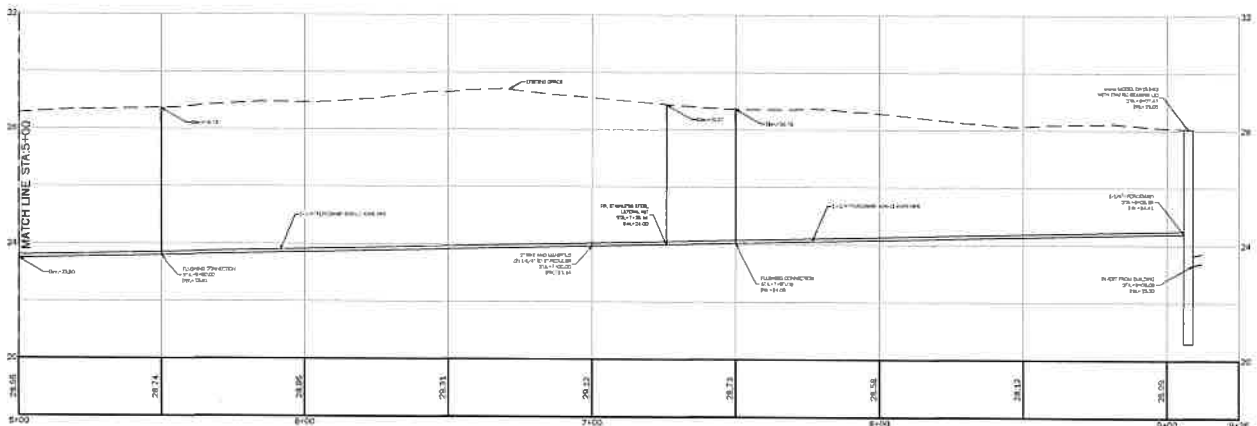


DATE: 11-2-23 11:33 AM





PIPE RUN A  
H: 1"=20'  
V: 1"=2'



PIPE RUN A  
H: 1"=20'  
V: 1"=2'



APPROVED:  
CITY OF BALTIMORE  
DEPARTMENT OF PUBLIC WORKS

On Project # \_\_\_\_\_  
Utility Contract # \_\_\_\_\_

Michael Insalaco, P.E., Director DATE \_\_\_\_\_

SHEET 5 OF 7

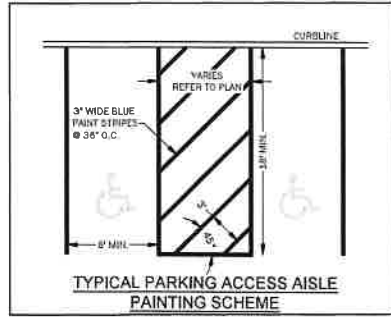
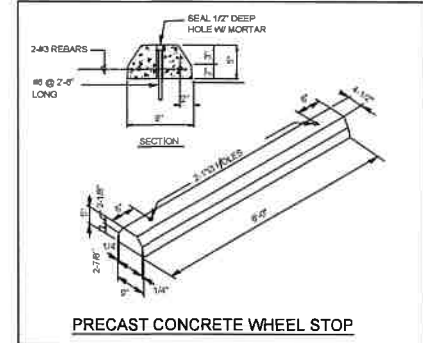
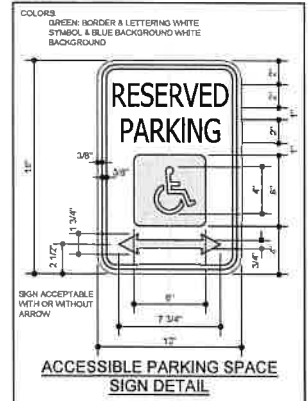
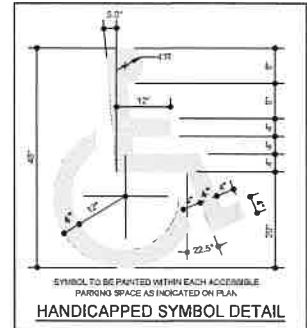
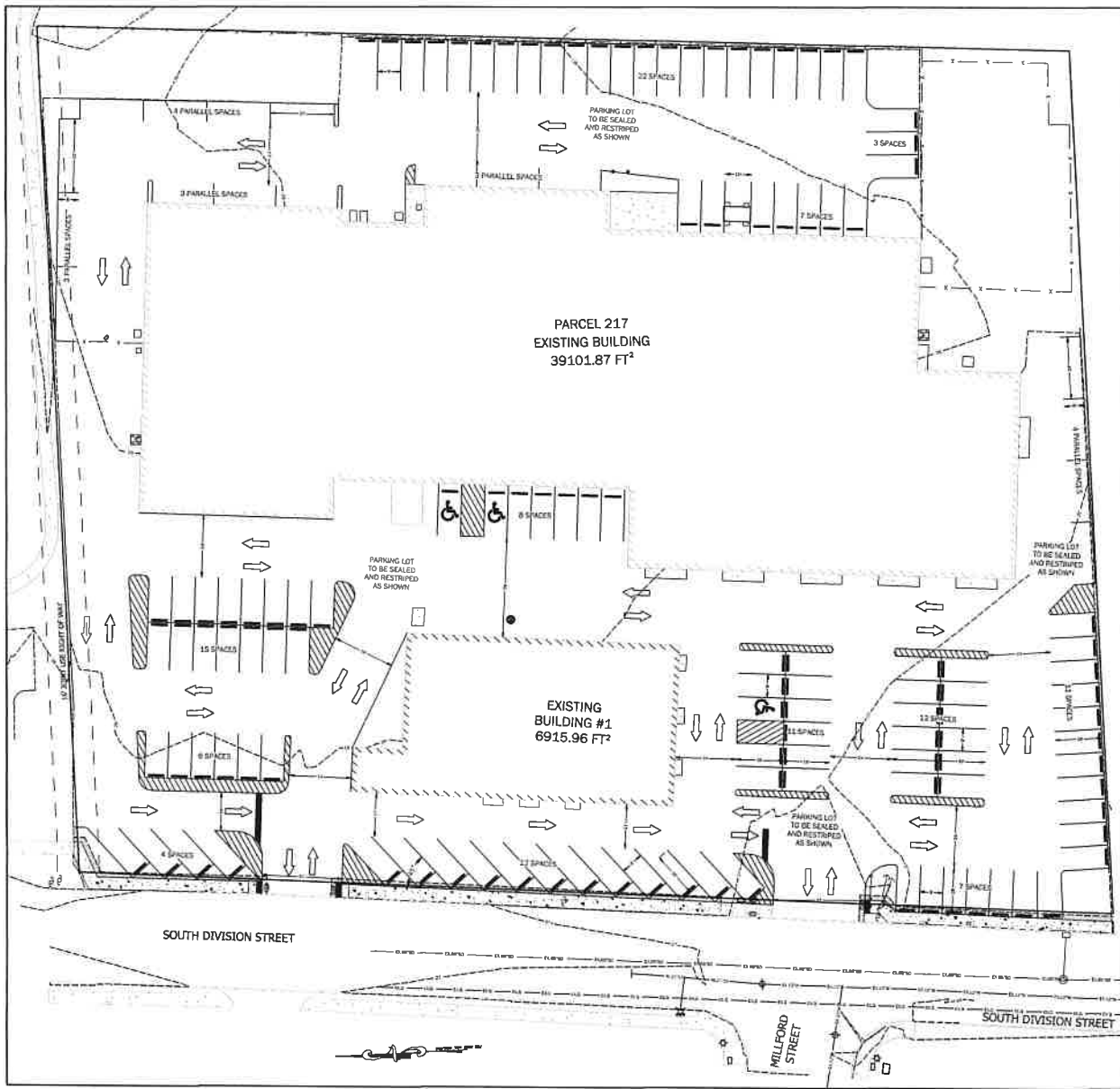
**SEWER / FORCEMAIN PROFILE**  
**1305 SOUTH DIVISION STREET**

1305 SOUTH DIVISION STREET  
For: Metropolitan Area  
CITY OF BALTIMORE  
PROJECT NO. 130521  
DATE 12/15/2011



DATE PLOTTED: 12/15/2011 10:50AM





SHEET 7 OF 7

NO.	REVISIONS	DATE	BY	CHKD.	APP'D.

**STRIPING PLAN**  
**1305 SOUTH DIVISION STREET**  
 1305 South Division Street  
 CITY OF SALESBURY, WISCONSIN COUNTY, WISCONSIN  
 DATE: 7/17/2013  
 SCALE: AS SHOWN



APPROVED:  
 CITY OF SALESBURY  
 DEPARTMENT OF PUBLIC WORKS

City Project # \_\_\_\_\_  
 Utility Contract # \_\_\_\_\_

Michael Imbilio, P.E., Director DATE: \_\_\_\_\_



DATE PLOTTED: 7/23/2013 10:57:42 AM

Resolution No. 3046

1  
2 A RESOLUTION OF THE COUNCIL (THE "COUNCIL") OF THE CITY OF SALISBURY  
3 ENTITLED A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 2160,  
4 ADOPTED BY THE COUNCIL ON APRIL 23, 2012, APPROVED BY THE MAYOR ON APRIL  
5 24, 2012 AND EFFECTIVE ON APRIL 24, 2012 ("RESOLUTION NO. 2160"), IN ORDER TO  
6 AUTHORIZE AND EMPOWER CITY OF SALISBURY (THE "CITY") TO USE AND APPLY A  
7 PORTION OF THE PRINCIPAL AMOUNT OF THE \$7,693,000 CITY OF SALISBURY PUBLIC  
8 IMPROVEMENTS BOND OF 2012 ISSUED ON MAY 3, 2012 (THE "2012 BOND") TO  
9 PROJECTS IDENTIFIED HEREIN AS "CHEMICAL BUILDING HVAC", "PALEO FLUORIDE  
10 ROOM DOOR AND TANK REPLACEMENT", "WWTP OUTFALL INSPECTION AND  
11 REPAIRS", "PARK AERATOR BUILDING IMPROVEMENTS", AND "PARK WATER  
12 TREATMENT PLANT ROOF IMPROVEMENTS" IN ADDITION TO THE PROJECTS  
13 ORIGINALLY IDENTIFIED IN RESOLUTION NO. 2160, AND (2) IDENTIFY THE SOURCES  
14 FROM WHICH DEBT SERVICE ON THE 2012 BOND ALLOCABLE TO SUCH ADDITIONAL  
15 PROJECTS WILL BE PAYABLE IN THE FIRST INSTANCE; AUTHORIZING AND  
16 EMPOWERING CITY OFFICIALS AND EMPLOYEES TO TAKE CERTAIN ACTIONS WITH  
17 RESPECT TO THE 2012 BOND; PROVIDING THAT THE PROVISIONS OF THIS  
18 RESOLUTION SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY  
19 RELATING TO THE USE OF PROCEEDS OF THE 2012 BOND.  
20

21 RECITALS

22 WHEREAS, City of Salisbury, a municipal corporation of the State of Maryland (the "City"),  
23 was authorized and empowered by Sections 31 to 37, inclusive, of Article 23A of the Annotated Code  
24 of Maryland (now codified as Sections 19-301 to 19-309, inclusive, of the Local Government Article  
25 of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Enabling Act"),  
26 and Sections SC7-45 and SC7-46 of the Charter of the City of Salisbury, as replaced, supplemented  
27 or amended (the "Charter"), to borrow money for any proper public purpose and to evidence such  
28 borrowing by the issuance and sale of its general obligation bonds; and  
29

30 WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of  
31 the Charter, and Ordinance No. 2140, passed by the Council of the City (the "Council") on March 14,  
32 2011, approved by the Mayor of the City (the "Mayor") on March 18, 2011 and effective on March  
33 18, 2011 ("Ordinance No. 2140"), the City authorized general obligation bonds to be issued from time  
34 to time in one or more series in an aggregate principal amount not to exceed Seven Million Seven  
35 Hundred Thousand Dollars (\$7,700,000.00) (the "Authorized Bonds") in order to finance, reimburse  
36 or refinance "costs" (as defined in Section 3(b) of Ordinance No. 2140) of the projects and costs of  
37 issuance identified in Section 3(b) of Ordinance No. 2140 as (i) "Riverwalk Repairs", (ii) "East Main  
38 Street Water Valve", (iii) "Isabella Street Water", (iv) "East Main Street Sewer", (v) "Isabella Street  
39 Sewer", (vi) "Lift Station Pump Replacement", (vii) "N. Division Street Sewer", (viii) "Wastewater  
40 Treatment Plant Upgrade", and (ix) "Costs of Issuance" (herein referred to as the "Authorized  
41 Projects" and referred to as the "Projects" in Ordinance No. 2140) in the maximum principal amounts  
42 set forth opposite each such Authorized Project in such Section 3(b); and  
43

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Underlining : Indicates material added by amendment after introduction  
~~Strike-through~~ : Indicates material deleted by amendment after introduction

44 WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of  
45 the Charter, Ordinance No. 2140 and Resolution No. 2160, adopted by the Council on April 23, 2012,  
46 approved by the Mayor on April 24, 2012 and effective on April 24, 2012 (“Resolution No. 2160”),  
47 the City determined to borrow money for the public purpose of financing or reimbursing “costs”  
48 (as defined in Section 2(b) of Resolution No. 2160, which definition mirrors the definition of costs  
49 set forth in Section 3(b) of Ordinance No. 2140) of the projects specified in Section 2(a) of  
50 Resolution No. 2160 (which included all of the Authorized Projects), and to evidence this  
51 borrowing by the issuance and sale of a single series of the Authorized Bonds in the form of a  
52 single general obligation bond in the maximum principal amount of Seven Million Seven Hundred  
53 Thousand Dollars (\$7,700,000.00): and

54  
55 WHEREAS, pursuant to Resolution No. 2160, the Mayor, with the assistance of the  
56 financial advisor to the City, the City Administrator of the City (the “City Administrator”) and the  
57 Director of Internal Services of the City (the Director of Internal Services”), was authorized to  
58 reduce the maximum principal amount of such Authorized Bond prior to issuance if it was  
59 determined that the entire authorized principal amount of \$7,700,000.00 was not needed due to  
60 any reduction in the amount needed for costs of issuance; and

61  
62 WHEREAS, in accordance with the provisions of Resolution No. 2160, the Mayor, with  
63 the assistance of the City Administrator and the Director of Internal Services, determined to reduce  
64 the final original principal amount of such Authorized Bond to Seven Million Six Hundred Ninety-  
65 three Thousand Dollars (\$7,693,000.00) due to a reduction in the amount needed for costs of  
66 issuance, and such Authorized Bond as issued was designated as the City of Salisbury Public  
67 Improvements Bond of 2012 (the “2012 Bond”); and

68  
69 WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of  
70 the Charter, Ordinance No. 2140 and Resolution No. 2160, the City issued and delivered the 2012  
71 Bond to SunTrust Bank on May 3, 2012; and

72  
73 WHEREAS, Section 2 of Resolution No. 2160 provides that proceeds of the 2012 Bond  
74 (which is referred to as the “Bond” in Resolution No. 2160) shall be appropriated and allocated to the  
75 specified Authorized Projects identified therein (the “Original Projects”), subject to the further  
76 provisions of such Section 2 (which Original Projects are referred to as the “Projects” in Resolution  
77 No. 2160); and

78  
79 WHEREAS, after giving effect to issuance of the 2012 Bond, only \$7,000.00 of bonding  
80 authority remains unused under Ordinance No. 2140; accordingly, for all practical purposes the 2012  
81 Bond constitutes the only “Bonds” that will be issued pursuant to authority of Ordinance No. 2140  
82 and the only “Authorized Bonds” as referred to in this Resolution, and no BANs (as defined in  
83 Ordinance No. 2140) will be issued pursuant to the authority set forth in Ordinance No. 2140; and

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85 WHEREAS, pursuant to Ordinance No. 2381, passed by the Council on April 11, 2016 and  
 86 approved by the Mayor on April 12, 2016 (“Ordinance No. 2381”), the City reallocated \$1,996,355.00  
 87 of the principal amount of the Authorized Bonds originally allocated to the Authorized Project  
 88 identified as “N. Division Street Sewer” to the Authorized Project identified as “Lift Station Pump  
 89 Replacement”, such that the maximum principal amount of the Authorized Bonds was reallocated as  
 90 follows:  
 91

	<u>Project Name</u>	<u>Maximum Principal Amount</u>
1.	Riverwalk Repairs	\$ 500,000.00
2.	East Main Street Water Valve	100,000.00
3.	Isabella Street Water	435,000.00
4.	East Main Street Sewer	100,000.00
5.	Isabella Street Sewer	66,000.00
6.	Lift Station Pump Replacement	2,346,355.00
7.	N. Division Street Sewer	103,645.00
8.	Wastewater Treatment Plant Upgrade	4,000,000.00
9.	Costs of Issuance	49,000.00
	TOTAL	<u>\$7,700,000.00</u>

92 ; and

93  
 94 WHEREAS, pursuant to Ordinance No. 2391, passed by the Council on June 20, 2016 and  
 95 approved by the Mayor on June 22, 2016 (“Ordinance No. 2391”), the City reallocated \$118,906.00  
 96 of the principal amount of the Authorized Bonds originally allocated to the Authorized Project  
 97 identified as “Wastewater Treatment Plant Upgrade” to the Authorized Project identified as “East  
 98 Main Street Sewer”, such that the maximum principal amount of the Authorized Bonds was  
 99 reallocated as follows:

100  
 101  
 102

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	<u>Project Name</u>	<u>Maximum Principal Amount</u>
1.	Riverwalk Repairs	\$ 500,000.00
2.	East Main Street Water Valve	100,000.00
3.	Isabella Street Water	435,000.00
4.	East Main Street Sewer	218,906.00
5.	Isabella Street Sewer	66,000.00
6.	Lift Station Pump Replacement	2,346,355.00
7.	N. Division Street Sewer	103,645.00
8.	Wastewater Treatment Plant Upgrade	3,881,094.00
9.	Costs of Issuance	49,000.00
TOTAL		<u>\$7,700,000.00</u>

104 ; and

105

106 WHEREAS, on July 28, 2016, the City issued its \$20,030,000 Public Improvement and  
 107 Refunding Bonds of 2016 (the “2016 Bonds”), a portion of the proceeds of which were applied to  
 108 currently refund the then-outstanding principal amount of the 2012 Bond; and

109

110 WHEREAS, at the time of issuance of the 2016 Bonds, a portion of the proceeds of the 2012  
 111 Bond remained unexpended, and such unexpended proceeds of the 2012 Bond were considered  
 112 “transferred proceeds” of the 2016 Bonds for purposes of the Internal Revenue Code of 1986, as  
 113 amended, and the U.S. Treasury Regulations promulgated thereunder (collectively, the “Code”); and

114

115 WHEREAS, the outstanding 2012 Bond was prepaid in whole on July 28, 2016; and

116

117 WHEREAS, at the time of issuance of the 2016 Bonds, the City expected to promptly expend  
 118 the then-unexpended proceeds of the 2012 Bonds, but due to unforeseen circumstances, certain  
 119 proceeds of the 2012 Bond (including investment earnings thereon) remain unexpended as of the date  
 120 of introduction of this Resolution; and

121

122 WHEREAS, while the remaining unexpended proceeds of the 2012 Bond (including  
 123 investment earnings thereon) are treated as “transferred proceeds” of the 2016 Bonds for purposes of  
 124 the Code, they are referred to as proceeds of the 2012 Bond for purposes of this Resolution; and

125

126 WHEREAS, an aggregate \$328,711.00 of the principal amount of the 2012 Bond originally  
 127 allocated among the Original Projects identified as “East Main Street Water Valve”, “Isabella Street  
 128 Water”, and Wastewater Treatment Plant Upgrade” in Ordinance No. 2140 and Resolution No. 2160  
 129 remains unspent, and the Council wishes to reallocate such unexpended principal amount, together  
 130 with certain investment earnings on proceeds of the 2012 Bond, to certain projects referred to in the

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131 City’s fiscal year 2020 budget as “Chemical Building HVAC”, “Paleo Fluoride Room Door and Tank  
132 Replacement”, “WWTP Outfall Inspection and Repairs”, “Park Aerator Building Improvements”,  
133 and “Park Water Treatment Plant Roof Improvements” (collectively, the “2020 Additional Projects”);  
134 and  
135

136 WHEREAS, accordingly, the City desires to expand the list of the Original Projects as set  
137 forth in Resolution No. 2160 in order to allow a portion of the principal amount of the 2012 Bond,  
138 together with certain investment earnings thereon, to be applied to costs of the 2020 Additional  
139 Projects.  
140

141 WHEREAS, pursuant to Ordinance No. 2588, adopted by the Council on April 27, 2020 and  
142 approved by the Mayor on May 6, 2020 (“Ordinance No. 2588”), the City amended and supplemented  
143 Ordinance No. 2140, as supplemented to date prior to the introduction of Ordinance No. 2588, to  
144 allow in effect proceeds of the 2012 Bond to be applied to costs of the 2020 Additional Projects.  
145

146 SECTION 1. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
147 THE CITY OF SALISBURY, MARYLAND that:  
148

149 (a) The Recitals hereto constitute an integral part of this Resolution and are incorporated  
150 herein by reference. Capitalized terms used in the Recitals to this Resolution and not otherwise  
151 defined herein shall have the meanings given to such terms in the Recitals.

152 (b) References in this Resolution to any official by title shall be deemed to refer (i) to any  
153 official authorized under the Charter, the code of ordinances of the City (the “City Code”) or other  
154 applicable law or authority to act in such titled official’s stead during the absence or disability of such  
155 titled official, (ii) to any person who has been elected, appointed or designated to fill such position in  
156 an acting or interim capacity under the Charter, the City Code or other applicable law or authority,  
157 (iii) to any person who serves in a “deputy”, “associate” or “assistant” capacity as such an official,  
158 provided that the applicable responsibilities, rights or duties referred to herein have been delegated to  
159 such deputy, associate or assistant in accordance with the Charter, the City Code or other applicable  
160 law or authority, and/or (iv) to the extent an identified official commonly uses another title not  
161 provided for in the Charter or the City Code, the official, however known, who is charged under the  
162 Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights  
163 or duties referred to herein.

164 (c) References in Resolution No. 2160 to the Director of Internal Services shall be  
165 construed to refer to the official of the City now known as the Director of Finance (the “Director of  
166 Finance”).

167 (d) References in this Resolution to “principal amount” shall be construed to mean par  
168 amount.

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169 (e) References in the Sections of this Resolution to Resolution No. 2160 shall be  
170 construed to mean Resolution No. 2160, as the allocation of the principal amount of the 2012 Bond  
171 provided for therein has been reallocated pursuant to Ordinance Nos. 2381 and 2391 prior to the  
172 introduction of this Resolution; and

173 (f) References in this Resolution to the application or use of proceeds of the 2012 Bond  
174 to fund costs of the 2020 Revised Projects (as defined in Section 2(e) hereof) shall be construed to  
175 mean (i) for purposes of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, Ordinance  
176 No. 2140 and Resolution No. 2160, as the same may be amended, modified or supplemented  
177 (including as provided for herein), use of such proceeds (including investment earnings) to finance or  
178 reimburse costs of the 2020 Revised Projects, and (ii) to the extent applicable for purposes of the  
179 Code, expenditure or application of such proceeds as “transferred proceeds” of the 2016 Bonds.

180 SECTION 2. BE IT FURTHER RESOLVED that (a) pursuant to the authority of the  
181 Enabling Act, Sections SC7-45 and SC7-46 of the Charter and Resolution No. 2160, Section 2 of  
182 Resolution No. 2160 is hereby deleted in its entirety and inserted in place thereof shall be the  
183 following:

184  
185 “SECTION 2. BE IT FURTHER RESOLVED that (a) pursuant to the  
186 authority of the Enabling Act, the Charter and the Ordinance, subject to any  
187 reallocation of proceeds of the Bond made to date, and subject to the provisions of  
188 Section 3 hereof, the City hereby determines to borrow money and incur indebtedness  
189 for the public purpose of financing or reimbursing the costs of the following public  
190 purpose projects in the maximum principal amount set forth opposite each such  
191 project:  
192

	<u>Project Name</u>	<u>Maximum Principal Amount</u>
1.	Riverwalk Repairs	\$ 500,000.00
2.	East Main Street Water Valve	75,294.00
3.	Isabella Street Water	144,169.00
4.	East Main Street Sewer	218,906.00
5.	Isabella Street Sewer	66,000.00
6.	Lift Station Pump Replacement	2,346,355.00
7.	N. Division Street Sewer	103,645.00
8.	Wastewater Treatment Plant Upgrade	3,867,920.00
9.	Chemical Building HVAC	48,000.00
10.	Paleo Fluoride Room Door and Tank Replacement	60,000.00

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11.	WWTP Outfall Inspection and Repairs	78,030.00
12.	Park Aerator Building Improvements	81,600.00
13.	Park Water Treatment Plant Roof Improvements	61,081.00
14.	Costs of Issuance	42,000.00
TOTAL		\$7,693,000.00

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The projects and costs of issuance identified in items 1-14 above are collectively referred to herein as the “Projects”.

(b) With respect to the Projects listed above, the word “costs” shall include, as applicable, land and right-of-way acquisition and development; site and utility improvements; acquisition, construction, expansion, demolition, reconstruction, replacement, renovation, rehabilitation, improvement, installation, furnishing and equipping activities and expenses; planning, design, engineering, architectural, feasibility, inspection, surveying, financial and legal expenses, and related or similar costs; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); capitalized interest (whether or not expressly so stated); and any such costs that may represent the City’s share or contribution to the financing, reimbursement or refinancing of any such project.

(c) Proceeds of the Bond identified in Section 3 below are hereby appropriated and allocated to pay costs of the Projects in the maximum principal amount specified for each Project in subsection (a) above (exclusive of any investment earnings that may be applied for such purposes); provided that, the City, without notice to or the consent of the registered owner of the Bond, may reallocate the maximum principal amount of the proceeds of the Bond to be spent among the Projects identified in such subsection (a) in compliance with applicable City budgetary procedures or applicable law, including, to the extent applicable, by resolution. Further, it is the intention of the Council that proceeds of the Bond may be spent on any applicable costs (as defined above) relating to the Projects identified in items 1-14 in the table set forth in subsection (a) above, notwithstanding the descriptive names used for such Projects in the table set forth in subsection (a) above, including, without limitation, costs related to changes in the scopes of activities relating to the Projects and/or the names of the Projects, as such scopes of activities or names may have already been, or may in the future be, amended or modified in accordance with applicable budgetary procedures or applicable law.”

(b) Pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter and Resolution No. 2160, Section 12(a) of Resolution No. 2160 is hereby deleted in its entirety and inserted in place thereof shall be the following:

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229                    “SECTION 12.            BE IT FURTHER RESOLVED that (a) that portion of  
230 the principal and interest on the Bond allocated to the costs of the Projects identified  
231 as (i) “East Main Street Water Valve”, “Isabella Street Water”, “Chemical Building  
232 HVAC”, “Paleo Fluoride Room Door and Tank Replacement”, “Park Aerator  
233 Building Improvements”, and “Park Water Treatment Plant Roof Improvements” in  
234 Section 2(a) of this Resolution will be payable in the first instance from water system  
235 revenues (including moneys received for use of or connection to such system) to the  
236 extent such revenues are available for such purpose, and (ii) “East Main Street Sewer”,  
237 “Isabella Street Sewer”, “Lift Station Pump Replacement”, “N. Division Street  
238 Sewer”, “Wastewater Treatment Plant Upgrade” and “WWTP Outfall Inspection and  
239 Repairs” in Section 2(a) of this Resolution will be payable in the first instance from  
240 sewer system revenues (including moneys received for use of or connection to such  
241 system) to the extent such revenues are available for such purpose. Notwithstanding  
242 the foregoing sentence, for the purpose of paying the principal of and interest on the  
243 Bond when due, the City shall levy or cause to be levied in all fiscal years in which  
244 the Bond is outstanding, upon all real and tangible personal property within its  
245 corporate limits subject to assessment for unlimited municipal taxation, ad valorem  
246 taxes in rate and amount sufficient to provide for the prompt payment of the principal  
247 of and interest on the Bond due in each such fiscal year, provided that, to the extent of  
248 any funds received or receivable as described in the first sentence of this Section 12(a)  
249 in any fiscal year, the taxes hereby required to be levied may be reduced  
250 proportionately. If the proceeds from the taxes so levied in any such fiscal year are  
251 inadequate for such payment, additional taxes shall be levied in the succeeding fiscal  
252 year to make up such deficiency.”

253  
254                    (c)       As provided in Ordinance No. 2588, the Council has appropriated and allocated  
255 \$120,478.91 of investment earnings on the 2012 Bond to be applied to costs of the 2020 Additional  
256 Project identified in the table in subsection (a) above as “Park Water Treatment Plant Roof  
257 Improvements”.

258  
259                    (d)       By undertaking the amendments to Resolution No. 2160 provided for in this Section  
260 2, the City is in effect (i) reducing the principal amount of the 2012 Bond to be applied to costs of the  
261 Original Projects identified as (A) “East Main Street Water Valve” from \$100,000.00 to \$75,294.00,  
262 (B) “Isabella Street Water” from \$435,000.00 to \$144,169.00, and (C) “Wastewater Treatment Plant  
263 Upgrade” from \$3,881,094.00 to \$3,867,920.00; (ii) adding the 2020 Additional Projects identified  
264 as items 9-13 in the table set forth in subsection (a) above to the list of projects the costs of which  
265 may be financed or reimbursed from the principal amount of the 2012 Bond; (iii) reallocating portions  
266 of the principal amount of the 2012 Bond previously allocated to the projects identified as “East Main  
267 Street Water Valve”, “Isabella Street Water” and “Wastewater Treatment Plant Upgrade” to the 2020  
268 Additional Projects; (iv) recognizing that the original principal amount of the 2012 Bond was reduced  
269 from \$7,700,000.00 to \$7,693,000.00 between the effective date of Resolution No. 2160 and the date  
270 of delivery of the 2012 Bond to reflect a reduction in the principal amount of the 2012 Bond to be

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271 applied to the Original Project identified as Costs of Issuance; and (v) identifying the sources from  
272 which allocable debt service on the 2012 Bond will be payable in the first instance.

273  
274 (e) The projects identified in items 1-14 in the table set forth in subsection (a) above  
275 (which in part amends Section 2(a) of Resolution No. 2160) are collectively referred to herein as the  
276 “2020 Revised Projects”. Subject to the provisions of subsection (f) below and Section 6 of this  
277 Resolution, from and after the effective date of this Resolution, all references to the Projects in  
278 Resolution No. 2160 shall be deemed to be references to the 2020 Revised Projects, as identified in  
279 this Resolution. From and after the effective date of this Resolution, the provisions of this Section 2  
280 shall supersede the provisions of Sections 2 with respect to the application of proceeds of the 2012  
281 Bond.

282  
283 (f) Notwithstanding the foregoing provisions of this Section 2, proceeds of the 2012 Bond  
284 (including investment earnings thereon) may not be applied to costs of the 2020 Additional Projects,  
285 nor will the amendments to Resolution No. 2160 provided for in this Section 2 be applicable, until  
286 this Resolution becomes effective in accordance with applicable law.

287  
288 (g) As provided in Ordinance No. 2588, subject to the provisions of subsection (f) above  
289 and Section 6 of this Resolution, it is the intention of the Council that any interest income or  
290 investment earnings earned on the principal amount of the 2012 Bond (i) prior to the effective date of  
291 Ordinance No. 2588, to the extent not already spent in accordance with the provisions of the  
292 Ordinance No. 2140, Resolution No. 2160 or applicable budgetary procedures or applicable law and  
293 (ii) on and after the effective date of Ordinance No. 2588, shall be applied to costs of any of the 2020  
294 Revised Projects, except as otherwise provided in Ordinance No. 2588; provided that, any such  
295 interest income or investment earnings may be allocated otherwise in accordance with applicable  
296 budgetary procedures or applicable law, including, to the extent applicable, by resolution.

297  
298 SECTION 3. BE IT FURTHER RESOLVED that, subject to the provisions of Section 2(f)  
299 and Section 6 of this Resolution, the following officials of the City: the Mayor, the City  
300 Administrator, the Director of Finance, the City Clerk and all other appropriate officials and  
301 employees of the City, as applicable, are hereby authorized and empowered to take any and all action  
302 necessary to provide for application of the proceeds of the 2012 Bond to finance or reimburse the  
303 costs of the 2020 Revised Projects and to approve, execute and deliver all documents, certificates and  
304 instruments necessary or appropriate in connection therewith or in connection with the transactions  
305 contemplated by this Resolution. In particular, any one or more of the Mayor, the City Administrator  
306 and the Director of Finance may approve, execute and deliver a certificate supplementing the Tax and  
307 Section 148 Certificate executed and delivered by the City in connection with the issuance of the 2016  
308 Bonds.

309  
310 SECTION 4. BE IT FURTHER RESOLVED that from and after the effective date of this  
311 Resolution, Resolution No. 2160 shall be deemed amended and supplemented as provided herein and  
312 all other terms and provisions of Resolution No. 2160 shall remain in full force and effect.

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313  
314           SECTION 5. BE IT FURTHER RESOLVED that the provisions of this Resolution shall be  
315 liberally construed in order to effectuate the transactions contemplated by this Resolution.  
316

317           SECTION 6. BE IT FURTHER RESOLVED that this Resolution shall become effective  
318 upon adoption by the Council and approval by the Mayor. Pursuant to Charter Section SC7-46A, this  
319 Resolution may not be petitioned to referendum.  
320

321 THIS RESOLUTION was introduced and read at a meeting of the Council of the City of Salisbury  
322 held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
323 and was adopted by the Council \_\_\_\_\_ [as introduced] \_\_\_\_\_ [as amended] [CHECK  
324 APPLICABLE LINE] on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
325

326 ATTEST:  
327

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

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

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APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

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

#215591;58111.001

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

June 8, 2020

TO: Julia Glanz  
FROM: Chief Barbara Duncan  
SUBJECT: Resolution – Donation of Mask

Attached, please find a Resolution to authorize the Salisbury Police Department to accept a donation of 100 face masks Route One Apparel. These mask will be given to members of the Salisbury police Department.

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



Barbara Duncan  
Chief of Police

RESOLUTION No. 3047

A RESOLUTION OF THE CITY OF SALISBURY TO ACCEPT A DONATION OF ONE HUNDRED MASKS FROM ROUTE ONE APPAREL FOR THE SALISBURY POLICE DEPARTMENT.

WHEREAS, Route One Apparel has donated 100 face masks further described as 50 masks depicting the Maryland Flag Emblem and 50 face masks depicting the Old Bay food seasoning emblem; and

WHEREAS, these masks are valued at approximately \$10.00 each for a total of \$1,000.00; and

WHEREAS, the Maryland Flag emblem masks have been authorized to be worn by Salisbury Police Department employees while on duty; and

WHEREAS, these masks are not approved for protection against COVID-19, and the wearer will still need to take pre-established safety measures i.e. Social distancing, handwashing, etc., to protect themselves against COVID-19.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the donation of 100 protective mask having a value of approximately \$1,000.00 is hereby accepted on behalf of Salisbury Police Department.

THIS RESOLUTION was duly introduced, read, and passed at a meeting of the Council of the City of Salisbury held on \_\_\_\_\_, 2020, and is to become effective immediately upon adoption.

ATTEST:

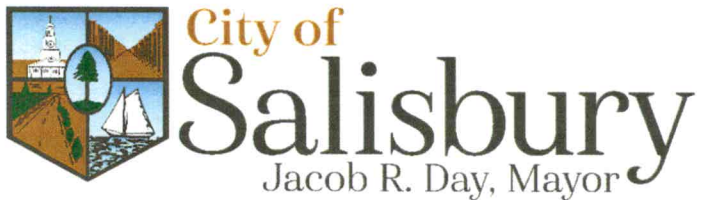
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Kimberly R. Nichols, City Clerk

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

APPROVED BY ME THIS:

\_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Julia Glanz, City Administrator



June 3, 2020

TO: Julia Glanz  
FROM: Chief Barbara Duncan  
SUBJECT: Resolution – Donation

Attached, please find a Resolution to authorize the Salisbury Police Department to accept a donation of 200 square feet of gym flooring. This flooring will be used in the Salisbury Police Department's Physical Fitness room.

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

A handwritten signature in black ink, appearing to read 'Barbara Duncan', is written over a horizontal line.

Barbara Duncan  
Chief of Police



1 RESOLUTION NO. 3048

2  
3 A RESOLUTION OF THE CITY OF SALISBURY TO ACCEPT A DONATION OF  
4 GYM FLOORING FROM B & E FABRICATION, INC FOR THE SALISBURY POLICE  
5 DEPARTMENT’S PHYSICAL FITNESS ROOM.  
6

7 WHEREAS, the donated gym flooring is further described as 200 feet of gym flooring to  
8 be utilized in Salisbury Police Department’s Physical Fitness Room; and  
9

10 WHEREAS, officers of the Salisbury Police Department need to be physically fit to  
11 perform optimally in the line of duty; and  
12

13 WHEREAS, the majority of Salisbury Police Officers exercise regularly to maintain their  
14 physical fitness.  
15

16 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
17 SALISBURY, MARYLAND that the donation of gym flooring having a value of approximately  
18 \$500.00 is hereby accepted from B & E Fabrication, Inc., on behalf of Salisbury Police  
19 Department.  
20

21 THIS RESOLUTION was duly introduced, read and passed at a meeting of the Council of  
22 the City of Salisbury held on \_\_\_\_\_, 2020, and is to become effective  
23 immediately upon adoption.  
24

25  
26 ATTEST:

27  
28 \_\_\_\_\_  
29 Kimberly R. Nichols, City Clerk

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

30  
31  
32  
33 APPROVED BY ME THIS:

34 \_\_\_\_\_ day of \_\_\_\_\_, 2020  
35  
36

37  
38 \_\_\_\_\_  
39 Julia Glanz, City Administrator  
40

AS AMENDED ON JUNE 22, 2020  
ORDINANCE NO. 2605

AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT A DONATION AND TO APPROVE A BUDGET AMENDMENT OF THE ~~FY21-GENERAL~~ REVOLVING LOAN 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~~ Revolving Fund Budget be and is hereby amended as follows:

- 1) Increase ~~General Fund Revenue~~ Revolving Loan Fund by \$25,000.00
- 2) Increase the Revolving Loan ~~Microgrant budget~~ Fund Expense Account 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 22<sup>nd</sup> 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

ORDINANCE NO. 2606

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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

47 DHCD grant; and

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

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

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

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

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65 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
66 SALISBURY, MARYLAND that the DHCD grant award of \$40,000.00 is hereby accepted by the  
67 City of Salisbury and that the grant funds shall be utilized by the City of Salisbury in accordance  
68 with the terms and conditions of the grant to include permission for the City of Salisbury to transfer  
69 \$24,494.66 from the grant to The Salisbury Arts and Entertainment District, Inc. for use in  
70 connection with the Salisbury Folk Festival as outlined in the grant award; that \$3,000.00 be  
71 transferred for the payment of office space rent for the Folk Festival manager; and that \$12,505.34  
72 from the grant be authorized for use as part of the COVID-19 Micro-grant program.

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

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

80

- 81 1. Increase the MD Dept of Housing Community Development Revenue Account  
82 (10500-423601-730xx) by \$40,000.00
- 83 2. Increase the Office – Rent Expense Account  
84 (1500-554400-730xx) by \$3,000.00
- 85 3. Increase the Subrecipient – SBY A & E Expense Account  
86 (10500-569301-730xx) by \$24,494.66
- 87 4. Increase the COVID-19 Micro-Grant Program Expense Account  
88 (10500-546006-730xx) by \$12,505.34

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

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93           THIS ORDINANCE was introduced and read at a meeting of the Council of the City of  
94 Salisbury held on the 22<sup>nd</sup> 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

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108 \_\_\_\_\_  
109 Julia Glanz, City Administrator

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 22<sup>nd</sup> 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:

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60 \_\_\_\_\_ day of \_\_\_\_\_, 2020

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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](mailto: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](mailto: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](mailto: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

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

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

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](mailto: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](mailto: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](mailto:agirard@cbf.org)) and [apeprmd@cbf.org](mailto:apeprmd@cbf.org).



 <b>NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT</b>	<b>1. NFWF PROPOSAL ID:</b> 57428		<b>2. NFWF GRANT ID:</b> 0602.17.057428	
	<b>3. UNIQUE ENTITY IDENTIFIER (DUNS #)</b> 010088987		<b>4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS)</b> 15.52%	
<b>5. SUBRECIPIENT TYPE</b> Non-profit Corporation		<b>6. NFWF SUBRECIPIENT</b> Chesapeake Bay Foundation, Inc.		
<b>7. NFWF SUBRECIPIENT CONTACT</b> Lauren Robinson 6 Herndon Avenue Annapolis, MD 21403 Tel: 443-482-2101 laurenrobinson@cbf.org		<b>8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION</b> Daley Burns National Fish and Wildlife Foundation 1133 15 <sup>th</sup> Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 daley.burns@nfwf.org		
<b>9. PROJECT TITLE</b> Healthy Waters Round Table: Improved Water Quality through Rural Regional Collaboration (MD)				
<b>10. PROJECT DESCRIPTION</b> 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.				
<b>11. PERIOD OF PERFORMANCE</b> September 1, 2017 to August 31, 2020		<b>12. TOTAL AWARD TO SUBRECIPIENT</b> \$316,003.47	<b>13. TOTAL FED. FUNDS</b> \$316,003.47	<b>14. TOTAL NON-FED. FUNDS</b> N/A
<b>15. FEDERAL MATCH REQUIREMENT</b> N/A		<b>16. NON-FEDERAL MATCH REQUIREMENT</b> \$347,707		
<b>17. SUBRECIPIENT INDIRECT COST RATE TERMS</b> 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).				
<b>18. TABLE OF CONTENTS</b>				
<b>SEC.</b>	<b>DESCRIPTION</b>			
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**

<b>Task Due Date</b>	<b>Reporting Task</b>
<b>September 1, 2018</b>	<b>Interim Programmatic Report</b>
<b>October 31, 2018</b>	<b>Annual Financial Report</b>
<b>September 1, 2019</b>	<b>Interim Programmatic Report</b>
<b>October 31, 2019</b>	<b>Annual Financial Report</b>
<b>October 31, 2020</b>	<b>Final Financial Report</b>
<b>October 31, 2020</b>	<b>Final Programmatic Report</b>

(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

Page 4 of 23

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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.

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## **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](http://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](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](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,

**2.14.1.3.** 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.

**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.

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## **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.**

Page 19 of 23



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](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.

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- 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](http://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

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**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 1<sup>st</sup>, 2020

Annual Financial Report: October 31<sup>st</sup>, 2020

Final Financial Report: February 28<sup>th</sup>, 2021

Final Programmatic Report: February 28<sup>th</sup>, 2021

Please contact your Grants Administrator at [Andrew.young@nfwf.org](mailto:Andrew.young@nfwf.org) with any questions.

Thank you,

National Fish and Wildlife Foundation

ORDINANCE No. 2608

AN ORDINANCE OF THE CITY OF SALISBURY ACCEPTING DONATED FUNDS FROM THE VANE BROTHERS COMPANIES IN THE AMOUNT OF \$1,000 AND THE CHESAPEAKE SHIPBUILDING CORPORATION IN THE AMOUNT OF \$3,000 TO BE UTILIZED AS MATCHING FUNDS FOR EDA GRANT # 01-69-14848 WHICH HAS BEEN AWARDED TO THE CITY, AND AMENDING THE FY2021 GRANT FUND BUDGET TO APPROPRIATE THESE DONATED FUNDS FOR A PORT FEASIBILITY STUDY.

WHEREAS, the United States Department of Commerce - Economic Development Administration (EDA) has awarded the City of Salisbury \$37,500 for the Salisbury Port Feasibility Study; and

WHEREAS, the City of Salisbury is required to provide matching funds for the project in the amount of \$37,500, for a total project budget of \$75,000; and

WHEREAS, the City has accepted donations from local business owners interested in having a port located in Salisbury and who wish to assist in this endeavor by providing a portion of the required matching funds; and

WHEREAS, the Vane Brothers Companies has provided a donation in the amount of \$1,000; and

WHEREAS, the Chesapeake Shipbuilding Corporation has provided a donation in the amount of \$3,000; and

WHEREAS, the City has included the remaining matching funds of \$33,500 in the FY2021 budget in Schedule C; and

WHEREAS, appropriations necessary to execute the purpose of the EDA 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 donated funds to be spent as outlined in the associated EDA grant agreement attached hereto.

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

- 1) Increase the Port Feasibility Study Revenue Account (10500-456415-xxxxx) by \$4,000.00
- 2) Increase the Consulting Fees Expense Account (10500-513400-xxxxx) by \$4,000.00

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

49  
50 THIS ORDINANCE was introduced and read at a special meeting of the Council of the  
51 City of Salisbury held on the 6<sup>th</sup> day of July, 2020, and thereafter, a statement of the substance of  
52 the Ordinance having been published as required by law, was finally passed by the Council on  
53 the \_\_\_\_\_ day of July, 2020.

54  
55 ATTEST:

56  
57  
58 \_\_\_\_\_  
59 Kimberly R. Nichols  
60 City Clerk

\_\_\_\_\_

John R. Heath, President  
Salisbury City Council

61  
62  
63 APPROVED BY ME THIS:

64 \_\_\_\_\_ day of July, 2020

65  
66  
67  
68 \_\_\_\_\_  
69 Julia Glanz, City Administrator