

# SALISBURY CITY COUNCIL WORK SESSION AGENDA

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# OCTOBER 5, 2020 ZOOM MEETING

4:30 p.m.	Ordinance to accept donated funds for community projects- Grants Manager Deborah Stam
4:40 p.m.	Resolution to purchase 519 Delaware Avenue- Field Operations (FOps) Director Tom Stevenson
4:50 p.m.	Resolution to purchase 601 W. Isabella Street- FOps Director Tom Stevenson
5:00 p.m.	Resolution to purchase 605 W. Isabella Street- FOps Director Tom Stevenson
5:10 p.m.	Resolution to accept the donation of apparatus and equipment from Volunteer Fire Companies #2 & #16- Chief John Tull
5:20 p.m.	Budget Ordinance to accept a grant for \$109,246.82 from FEMA to offset COVID-19 expenses- Fire Chief John Tull
5:30 p.m.	Budget Ordinance to accept a grant for \$36,415.61 from the Wicomico County Health Department to offset COVID-19 expenses- Fire Chief John Tull
5:40 p.m.	Ordinance to amend Chapter 8.11, Fire Prevention Code- Fire Chief John Tull
5:50 p.m.	Ordinance to amend the FY2021 Fee Schedule- Fire Chief John Tull
5:55 p.m.	Council Remarks
6:00 p.m.	Adjournment

Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.

The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).

Join Zoom Meeting

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

Meeting ID: 536 277 2908 +13017158592,,5362772908# US (Germantown) +13126266799,,5362772908# US (Chicago) 19292056099,,5362772908# US (New York)

## Finance Department / HCDD MEMO

To: Keith Cordrey

From: Deborah Stam

Subject: Ordinance - Budget Amendment - Acceptance / Appropriation

of Donated Funds for Community Projects

Date: September 25, 2020

In FY 2020 the City of Salisbury received donation checks from members of the community for various community projects. Two checks were received for the Kindness Commission, and one was received for Ben's Red Swings. The three donations received were as follows:

- Dr. Vel Natesan, MD has provided a donation for the Kindness Commission in the amount of \$300
- First Shore Federal Savings and Loan Association has provided a donation for the Kindness Commission in the amount of \$100
- William and Brenda Beauchamp have provided a donation for the Ben's Red Swings playground in the amount of \$50

Attached is an Ordinance approving a budget amendment of the Donations-Other General Fund to appropriate the donated funds that have been received for these projects.

Please forward this information to the City Council to be placed on their agenda for discussion at the October 5, 2020 work session, first reading at the October 12, 2020 legislative meeting, and second reading / final passage at the October 26, 2020 legislative meeting. Thank you for your assistance.

Deborah J. Stam

Grants Manager

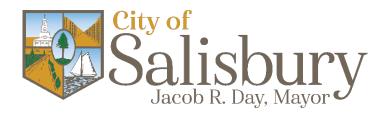
Finance Department / HCDD

Attachments

CC: Olga Butar
Kim Nichols
Diane Carter
Kristine Devine

1 2		ORDINANCE No
3 4 5 6 7	FROM MEN PROJECTS	ORDINANCE OF THE CITY OF SALISBURY ACCEPTING DONATED FUNDS MBERS OF THE COMMUNITY FOR VARIOUS COMMUNITY BETTERMENT AND AMENDING THE FY2021 BUDGET TO APPROPRIATE THESE FUNDS FOR THOSE PROJECTS.
8 9 10		EREAS, the City of Salisbury has established a Kindness Commission in order to es of our fellow citizens through acts of kindness and compassion; and
11 12 13 14		EREAS, Ben's Red Swings is a playground that was created to honor the memory of ayton, and was constructed by his family, friends and other members of the Salisbury and,
15 16 17 18	interested in	EREAS, the City has accepted donations from members of the community who are contributing to the good works of the Kindness Commission and the maintenance and e Ben's Red Swings playground; and
19 20 21		EREAS, Dr. Vel Natesan, MD has provided a donation in the amount of \$300.00 for a Commission; and
22 23 24		EREAS, the First Shore Federal Savings and Loan Association has provided a donation at of \$100.00 for the Kindness Commission; and
25 26 27		EREAS, William and Brenda Beauchamp have provided a donation in the amount of the Ben's Red Swings playground; and
28 29 30		EREAS, the appropriations necessary to execute the purpose of these donations must in the recommendation of the Mayor and the approval of four-fifths of the Council of alisbury.
31 32 33 34 35	SALISBUR	Y, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF Y, MARYLAND that the City accepts the aforementioned donated funds to be spent am and/or project for which the donation was made.
36 37 38		IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF Y that the City's Fiscal Year 2021 Budget be and is hereby, amended as follows:
39 40	1)	Increase the Donations-Other – Kindness Commission Revenue Account (10700–456415–XXXXX) by \$400.00
41 42 43	2)	Increase the Kindness Commission Operating Expense Account (10700–546006–XXXXX) by \$400.00
44 45	3)	Increase the Donations-Other – Playground Maintenance Revenue Account (10700–456415–XXXXX) by \$50.00
46 47 48	4)	Increase the Playground Maintenance Expense Account (10700–523628–XXXXX) by \$50.00

49			
50	BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date		
51	of its final passage.		
52			
53	THIS ORDINANCE was introduced and read at a meeting of the Council of the City of		
54	Salisbury held on the day of October, 2020, and thereafter, a statement of the substance of		
55	the Ordinance having been published as required by law, was finally passed by the Council on		
56	the day of October, 2020.		
57			
58	ATTEST:		
59			
60			
61 62	Kimberly R. Nichols	John R. Heath, President	
63	City Clerk	Salisbury City Council	
64	City Clerk	Builsbury City Council	
65			
66	APPROVED BY ME THIS:		
67	11110 / 22 2 1 112 1110		
68	day of October, 2020		
69			
70			
71			
72	Julia Glanz, City Administrator		
73	for and at the direction of Jacob R. Day, May	or	



## **MEMORANDUM**

To: Julia Glanz

From: Tom Stevenson

**Subject:** 519 Delaware Ave. (Property Acquisition)

Date: September 14, 2020

The City of Salisbury owns real property situated at 500 Mack Avenue. This location serves as headquarters for the Department of Field Operations. To meet future growth needs, it is necessary to acquire contagious property.

To accomplish this, attached please find a Resolution that will have the effect of authorizing the Mayor to enter into a contract with Twilley Construction, Inc. to purchase 519 Delaware Avenue.

Unless you have any questions or require additional information, please forward this information to the Mayor and Council for consideration.

E IMPROVED REAL TWILLEY FIELD OPERATIONS.  Proved residential property May 1, 1959 and recorded No. 475, Folio 52; and	
TWILLEY FIELD OPERATIONS.  broved residential property May 1, 1959 and recorded	
proved residential property May 1, 1959 and recorded	
May 1, 1959 and recorded	
May 1, 1959 and recorded	
t to this property; and	
adjacent property owned by	
adjacent property owned by	
operty located at 519	
eld Operations; and	
- F	
f the property located at 519	
Delaware Avenue is required to be authorized by the City Council, prior to signing, which	
affords protection to the City if issues related to the title, property condition, etc. cannot be	
nplete the purchase.	
1	
of the City of Salisbury,	
of Sale, further authorizes	
Swilley Construction, Inc.,	
Contract of Sale and such	
nase is contingent upon the	
ed at the regular meeting of	
, 2020 and is to	
 Heath	
Heath ENT, City Council	
_	

#### CONTRACT OF SALE

**THIS CONTRACT OF SALE** ("this Contract"), dated the \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, between Twilley Construction, Inc., ("Seller"), whose address is PO Box 1591, Salisbury, MD 21802-1591 and City of Salisbury, Maryland ("Buyer"), whose address is 125 N. Division Street, Salisbury, MD 21801.

- 1. *The Property*. Seller sells to Buyer, and Buyer purchases from Seller, the real property located in City of Salisbury, Wicomico County, Maryland, and known as 519 Delaware Avenue, Salisbury, MD 21801, Map 0104, Grid 0013, Parcel 1857, together with all improvements and all the rights and appurtenances thereto. The property was acquired by the Seller by deed dated May 1, 1959 and is recorded in the Wicomico County land records, Liber J.W.T.S. No. 475, folio 52 and is hereinafter called the "Property."
- 2. *Purchase Price*. The purchase price for the Property is Sixty Thousand Dollars (\$60,000.00). A deposit of \$1,000 will be paid by the Buyer and held in escrow by Buyer's lawyer pending final settlement or final disposition of the Contract. The full purchase price shall be paid to Seller at Settlement.
- 3. *Time and Place of Settlement*. Settlement shall take place at <u>tbd</u> a.m./p.m. on the <u>tbd</u> day of <u>tbd</u>, 2020 at the office of Seidel, Baker & Tilghman, P.A., 110 N Division Street, Salisbury, MD, or at another convenient time and place within a reasonable time after clear title to the property is established.
- 4. *Deed to Property*. At Settlement, upon payment of the unpaid purchase money, a deed for the Property shall be executed at Buyer's expense. The deed shall be a special warranty deed.
- 5. *Possession*. Buyer shall be given possession of the Property at Settlement. Seller warrants that there are no other persons who are in current possession of the Property and that no other persons shall have rights to possession of the Property at the time of settlement.
- 6. *Recordation and Transfer Taxes*. All recordation taxes and state and local transfer taxes relating to the conveyance of the Property shall be paid as follows:
- a) Buyer, if required by law, shall pay any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Deed.
- b) Seller shall pay all taxes and fees relating to the recordation of any release of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released or discharged at Closing.
- 7. Real Estate Taxes. Real estate taxes and similar public charges against the Property that are payable on an annual basis (including district, sanitary commission, or other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto)

shall be adjusted between the parties as of the date of Settlement and assumed and paid thereafter by Buyer.

- 8. *Risk of Loss*. The Property shall be held at the risk of Seller until Settlement hereunder.
- 9. *Buyer's Default*. If Buyer defaults in Buyer's obligation to purchase the Property, Seller shall have the right, at Seller's election, to retain all deposits paid hereunder as liquidated damages and not as a penalty, and upon such election, the parties shall be released from all further liability hereunder at law and in equity, except with respect to the provisions of this Contract which survive its termination.
- 10. Real Estate Commission. Each party warrants to the other that it has not used the services of a real estate broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property or the termination of this Contract.
- 11. Representations of Seller. The Seller makes the following representations and warranties to the Buyer, which shall survive the Settlement and the delivery of the deed and contract of sale for the Property to the Buyer.
- A. The Property, including the location of any buildings thereon, is correctly described above.
- B. At Settlement there will be no contracts affecting the Property or any part thereof. At Settlement there will be no contracts or agreements for the management of the Property, or any part thereof, and there will be no leasing commission due or owing in connection with any lease or on account of any tenancy or occupancy of any portion of the Property.
- C. The Seller has no knowledge of any actions, suits or proceedings which have been instituted or threatened against or affecting the Property, at law or in equity, or before any federal, state or municipal governmental commission, board, bureau, agency or instrumentality which will materially adversely affect the value, occupancy, use or operation of the Property. The Seller will give the Buyer prompt written notice of any such action, suit or proceeding arising subsequent to the date hereof and prior to Settlement to the extent Seller acquires knowledge thereof.
- D. The Seller has duly and validly authorized, executed and delivered this Contract, and neither the execution and delivery of this Contract nor its performance are restricted by or violate any contractual or other obligation of the Seller.
- E. There are no assessments for public improvements against the Property which remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks and/or curbs.

- F. To the best of the Seller's knowledge, all improvements on the Property lie within the boundaries on the Property above named and do not encroach on any other property or violate any setback requirements.
  - G. The Seller agrees that, from the date of this Agreement to the Settlement date, it will:
- (i) Operate the Property only in the ordinary and usual manner and that it will not enter into any new lease or any renewal or amendment of any of the Leases without the prior written consent of the Buyer;
- (ii) Not become a party to any service contract or similar agreement with respect to or affecting the Property without the prior written consent of the Buyer;
- (iii) Maintain, at its expense, all existing fire and extended coverage policies covering the Property and promptly cause the Buyer to be named as an additional insured thereunder as its interest may appear. The herein described property is to be held at the risk of Seller until legal title has passed. Buyer may acquire additional insurance if it desires;
- (iv) Use reasonable efforts to require any tenants occupying the Property to comply with all material obligations on their respective parts to be performed pursuant to their respective leases;
  - (v) Keep the Property in good condition and repair.

The consent of the Buyer to those matters specified in this paragraph 11.G. shall not be unreasonably withheld by Buyer.

#### 12. Feasibility Studies.

12.1. General. Subject to the rights of any existing tenants, for a ninety (90) day period after the date of this Contract (the "Feasibility Period"), Buyer and its agents shall have the right to enter upon the Property at its sole risk for the purpose of inspecting the same and conducting surveys and other tests of surface and subsurface conditions, investigations, and feasibility studies. During such period the Seller shall furnish to the Buyer all information concerning the Property which the Buyer may reasonably request. The Buyer may, at its sole expense, make such engineering and other studies of the Property prior to the Settlement Date as it may deem necessary. Within a reasonable time after such entries Buyer shall restore the Property to its prior condition. Buyer shall defend, indemnify, and hold Seller harmless from and against any damage, liability, loss, deficiency, or expense (including attorneys' fees, court costs, and other expenses) resulting from, and will pay Seller upon demand the full amount of any sum Seller may be or become obligated to pay on account of, all obligations, liabilities, claims, accounts, demands, liens, or encumbrances, which result from acts, conduct, omissions, contracts, agreements, or commitments of Buyer or its agents, in any way related to or arising from the exercise by Buyer of the rights herein granted to enter the Property and conduct tests thereon. If during the Feasibility

Period Buyer shall determine that additional studies are needed, Buyer has the right to extend the Feasibility Period for an additional sixty (60) days or more if reasonably necessary to complete the required studies.

- 12.2. Election to Proceed or Terminate. If during the Feasibility Period Buyer shall determine, at its discretion, that the acquisition and development of the Property is not feasible, Buyer shall have the right, by written notice to Seller (the "Termination Notice"), to terminate this Contract prior to the expiration of the Feasibility Period. Upon receipt of the Termination Notice, this Contract shall terminate and thereupon the parties hereto shall be released from all further liability hereunder, at law and in equity, except as provided herein. If Buyer fails to give the Termination Notice on or before the expiration of the Feasibility Period, Buyer's right to terminate this Contract under this Section shall expire and Buyer shall thereafter be obligated to perform all of the terms, covenants, and provisions of this Contract to be performed by Buyer hereunder.
- 12.3. *Studies*. If Buyer terminates this Contract or defaults in its obligations hereunder, Buyer shall promptly deliver to Seller after the date of such termination or default, for no additional consideration, copies of all governmental permits and approvals, surveys, plats, soil tests, and engineering, environmental, architectural, and other reports, studies, and documents obtained by Buyer or its agents with respect to the Property.
- 13. *Delivery of Certain Materials to Buyer*. Promptly, but in no event later than ten (10) days following the date hereof, the Seller shall deliver to the Buyer the following:
- A. All surveys, engineering, environmental, or similar reports in the Seller's possession, custody, or control relating to the Property;
- B. Copies of any Leases, together with a summary of each Lease specifying (i) the tenant's name, (ii) the premises leased, (iii) the lease term (including any renewal rights), (iv) the rent and the date through which rent has been paid, (v) the extent of tenant's responsibility for the payment of utility costs, taxes and expense escalations, (vi) a listing of all concessions, rebates, allowances or free rent given to the tenant, and (vii) the amount of any security deposit held by the Seller with respect to the lease;
- C. Copies of all original building plans and specifications for the Property which are in the Seller's possession; and
- D. A listing of the Personal Property, together with a listing of all liens or security interests of others with respect thereto.
- 14. *Miscellaneous Adjustments and Prorations*. The following adjustments and prorations shall be made between the parties on the Settlement Date. The provisions of paragraph 14.A. shall survive Settlement and the delivery of the deed and contract of sale for the Property to the Buyer.
  - A. All utilities shall be adjusted and apportioned as of the Settlement Date.

#### 15. Title and Subdivision.

15.1. *Title Report*. Buyer shall obtain, at its expense, a title report covering the Property from a licensed title company, or person qualified to conduct a title search selected by Buyer. Buyer shall provide the title report to Seller on or before Settlement. Buyer shall give written notice to Seller of any title exception that is not acceptable to Buyer (the "Title Defect"). Seller shall have thirty (30) days from the receipt of Buyer's notice within which to determine whether to cure or remove the Title Defect or to terminate this Contract. If Seller elects to cure or remove the Title Defect, Seller shall do so by giving Buyer written notice of the election within the thirty (30) day period, otherwise Seller may elect to terminate this Contract. This Sales Contract and purchase is contingent on the property having a clear title and appropriation of funds made for Buyer's use and formal approval of the purchase by the City Council.

If Seller elects to terminate this Contract, the deposit shall be returned to Buyer, whereupon this Contract shall become null and void and of no further force and effect at law or in equity. If Seller elects not to terminate this Contract, Seller shall be required to convey the Property to Buyer at Settlement, with clear title. Buyer shall receive clear title to the Property unless Buyer solely decides to proceed to Settlement without title issues being resolved to its satisfaction before Settlement.

15.2. Ground Rent. If the title report discloses that the Property is subject to payment of a ground rent pursuant to a perpetually renewable ground rent lease, Buyer may object to the fact that the Property is subject to a ground rent or, if Seller agrees to reduce the purchase price of the Property by an amount equal to the annual ground rent capitalized at the rate of ten percent (10%) proceed with the purchase. If the Property is subject to such a ground rent and Buyer proceeds with purchase of the Property, Buyer is hereby placed on notice in accordance with Md. Real Prop. Ann. Code § 14-117, as amended, (the "Code") that if the ground rent is not timely paid the effect may be (a) that the reversionary owner of the ground rent may bring an action of ejectment against the ground rent tenant under § 8-402(b), as amended, of the Code, and (b) as a result of the ejectment action, the reversionary owner of the ground rent may own the Property in fee, discharged from the lease.

15.3. Subdivision. If either Seller or Buyer prior to Settlement shall make a good faith determination that for Seller legally to convey the Property to Buyer, an approved subdivision plat of the Property must first be recorded among the Land Records of the County/City (the "Land Records"), then neither party shall be obligated to proceed to Settlement unless Buyer, at Buyer's expense, prior to Settlement, obtains all necessary governmental approvals and records the subdivision plat of the Property among the Land Records at or prior to Settlement. Seller and Buyer shall each cooperate with the other in filing any necessary applications, and in the processing of the subdivision plat before the appropriate governmental agencies. If a subdivision plat is required, Buyer shall have the right to postpone Settlement if additional time is required for Buyer to obtain the necessary governmental approvals.

16. Environmental Matters. To the best of the knowledge of the Seller, as of the date of this Contract and as of the date of Settlement, the Property (including land, surface water, ground water, and improvements) is now and will then be free of all contamination, including (i) any "hazardous waste," "underground storage tanks" "petroleum," "regulated substance," or "used oil" as defined by the Solid Waste Disposal Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any "oil, petroleum products, and their byproducts" any "hazardous substance" as defined by the Maryland Environmental Code, Title 7, Subtitle 2, as amended, or by any regulations promulgated thereunder; (iv) any substance the presence of which on, in, or under the Property, is prohibited by any law similar to those set forth above; and (v) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal.

#### 16.1. Environmental Representations and Warranties.

(a) Seller represents and warrants that (i) Seller has no knowledge of any Hazardous Material at, upon, under, or within the Property or, to the best of its knowledge, within any contiguous real estate; and (ii) Seller shall not cause or permit to exist any Hazardous Material at, upon, under, or within the Property until the Settlement date.

(b) Seller further represents and warrants that (i) neither Seller, nor any other party has been, is, or will be involved in operations at or near the Property, which operations could lead to (A) the imposition of liability under any Hazardous Material laws on Buyer, or any former owner of the Property; or (B) the creation of a lien on the Property under any Hazardous Material laws; and (ii) Seller has not permitted, and will not permit, any tenant or occupant of the Property to engage in any activity that could impose liability under any Hazardous Material laws on such tenant or occupant, on Seller or on any other owner of any of the Property.

#### 16.2. Environmental Covenants.

(a) Seller shall comply strictly and in all respects with the requirements of any Hazardous Material laws and related regulations and shall notify Buyer immediately in the event of any discharge or discovery of any Hazardous Material at, upon, under, or within the Property before the Settlement date.

(b) Promptly upon the written request of Buyer, Seller shall provide Buyer with all past environmental site assessment or environmental audit reports to enable Buyer to assess the presence or absence of any Hazardous Material and the potential costs in connection with abatement, cleanup, or removal of any Hazardous Material found on, under, at, or within the Property.

#### 16.3. Indemnity.

- (a) Seller does hereby absolutely, unconditionally, and irrevocably indemnify and hold harmless Buyer from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by Buyer, with respect to Seller's past use, or its tenants' use, during Seller's ownership of the Property for:
  - (i) any past discharge of Hazardous Material, the threat of a discharge of any Hazardous Material, or the presence of any Hazardous Material affecting the Property whether or not the same originates or emanates from the Property, including any loss of value of the Property as a result of any of the foregoing;
  - (ii) any costs of removal or remedial action incurred by the United States Government or any state, county, or municipal governmental authority, any response costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction, or loss, incurred pursuant to any Hazardous Material laws;
  - (iii) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at the Property; and
  - (iv) any other environmental matter affecting the Property within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state, county or municipal environmental agency.
- (b) In the event of any discharge of Hazardous Material, the threat of a discharge of any Hazardous Material, or the presence of any Hazardous Material affecting the Property, whether or not the same originates or emanates from the Property, and/or if Seller shall fails to comply with any of the requirements of any Hazardous Material laws or related regulations or any other environmental law or regulation, Buyer may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Property and/or take any and all other actions as Buyer shall deem necessary or advisable in order to abate the discharge of any Hazardous Material, remove any Hazardous Material, or cure Seller's noncompliance.
- (c) It is the intention of Seller that the provisions of this Agreement shall supersede any provisions herein, which in any way limit the personal liability of Seller and that Seller shall be personally liable for any obligations hereunder. All of the representations, warranties, covenants, and indemnities herein shall survive the transfer, if any, of any or all right, title, and interest in and to the Property by Seller.
- (d) The term "Hazardous Material" means (i) any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and

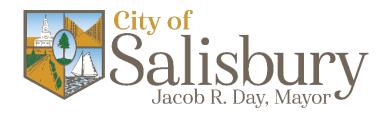
amendments thereto and replacements therefor; or (ii) such substances, materials, or wastes as are regulated by the Resource Conservation and Recovery Act of 1976 or the Comprehensive Environmental Response, Compensation and Liability Act of 1980, any amendments thereto or orders, regulations, directions, or requirements thereunder; or (iii) such hazardous or toxic substances, materials, or wastes that are or may become regulated under any other applicable county, municipal, state, or federal law, rule, ordinance, direction, or regulation.

#### 17. Miscellaneous Provisions.

- 17.1. *Entire Agreement*. This Contract contains the final and entire agreement between the parties and neither they nor their agents shall be bound by any terms, conditions, or representations not herein written. However, the City of Salisbury Resolution approving the signing of this Contract may contain additional terms and conditions controlling the purchase of the Property.
- 17.2. *Joint and Several Liability*. If Buyer consists of more than one (1) person or entity, their liability under this Contract shall be both joint and several.
- 17.3. *Binding Agreement*. This Contract is binding on the parties and their personal representatives, successors, and assigns.

**WITNESS** the hands and seals of the parties.

WITNESS:	
	(SEAL)
	Dale Dashiell, President Twilley Construction, Inc. Seller
WITNESS:	
	Joseph R. Day, Mayor
	Jacob R. Day, Mayor City of Salisbury, Maryland Buyer



## **MEMORANDUM**

To: Julia Glanz

From: Tom Stevenson

**Subject:** 601 W. Isabella St. (Property Acquisition)

Date: September 14, 2020

The City of Salisbury owns real property situated at 500 Mack Avenue. This location serves as headquarters for the Department of Field Operations. To meet future growth needs, it is necessary to acquire contagious property.

To accomplish this, attached please find a Resolution that will have the effect of authorizing the Mayor to enter into a contract with Block Investment Group, LLC to purchase 601 W. Isabella Street.

Unless you have any questions or require additional information, please forward this information to the Mayor and Council for consideration.

2		10	
3	RESOLUTION I	NO	
4 5 6	A RESOLUTION OF THE CITY OF SALISBUR PROPERTY, LOCATED AT 601 WEST ISABEI		
7	INVESTMENT GROUP, LLC FOR USE BY TH	•	
8	II VESTIMENT GROOT, ELECTOR CSE BT TIT	DEFINITION OF THEED OF EXPERIENCE	
9	WHEREAS the seller Block Investment (	Group, LLC, owns real property located at 601	
10	West Isabella Street, which was acquired by deed	dated May 11, 2016 and recorded in the	
11	Wicomico County, Maryland land records in Libe	r M.S.B. No. 4006, Folio 21; and	
12	WHIEDEAG A C'A CG I' I		
13	WHEREAS, the City of Salisbury owns th	e property adjacent to this property; and	
14	WHEDEAC the Department of Earld Once	estions willing the editionat magnetic coursed by	
15	1	rations utilizes the adjacent property owned by	
16	the City and desires to expand; and		
17	WHEDEAS the City of Solichury decires	to purchase the property legated at 601 West	
18	Isabella Street to further meet the needs of the De	to purchase the property located at 601 West	
19 20	Isabelia Street to further fileet the fleeds of the Dej	barunent of Fleid Operations, and	
21	WHEREAS the attached Contract of Sala	for the purchase of the property located at 601	
22	West Isabella Street is required to be authorized b	* * * *	
23	affords protection to the City if issues related to the title cannot be remedied to the City's		
23 24	satisfaction before the City is obligated to comple	•	
25	satisfaction before the City is obligated to comple	e the purchase.	
26	NOW, THEREFORE, BE IT RESOLVED	that the Council of the City of Salisbury	
27	Maryland does hereby authorize the signing of the	· · · · · · · · · · · · · · · · · · ·	
28	the purchase of the property located at 601 West I		
29	LLC, for \$60,000 in accordance with the terms co		
30	such other terms negotiated and approved by the C		
31	the City receiving clear title to the property.	one sometion. The parenage is contingent upon	
32	and end receiving executions to the property.		
33	THE ABOVE RESOLUTION was introdu	ced, read and passed at the regular meeting of	
34	the Council of the City of Salisbury held on this _		
35	become effective immediately upon adoption.		
36	J 1 1		
37	ATTEST:		
38			
39			
40	Kimberly R. Nichols	John R. Heath	
41	CITY CLERK	PRESIDENT, City Council	
42		, ,	
43	APPROVED by me this day of	, 2020	
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46	Julia Glanz, City Administrator,		

for and at the direction of Jacob R. Day, MAYOR

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#### CONTRACT OF SALE

**THIS CONTRACT OF SALE** ("this Contract"), dated the \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, between Block Investment Group, LLC, ("Seller"), whose address is 402 Bueclar Drive, Salisbury, MD 21801 and City of Salisbury, Maryland ("Buyer"), whose address is 125 N. Division Street, Salisbury, MD 21801.

- 1. *The Property*. Seller sells to Buyer, and Buyer purchases from Seller, the real property located in City of Salisbury, Wicomico County, Maryland, and known as 601 W Isabella Street, Salisbury, MD 21801, Map 0104, Grid 0019, Parcel 1861, together with all improvements and all the rights and appurtenances thereto. The property was acquired by the Seller by deed dated May 11, 2016 and is recorded in the Wicomico County land records, Liber M.S.B. No. 4006, folio 21 and is hereinafter called the "Property."
- 2. *Purchase Price*. The purchase price for the Property is Sixty Thousand Dollars (\$60,000.00). A deposit of \$1,000 will be paid by the Buyer and held in escrow by Buyer's lawyer pending final settlement or final disposition of the Contract. The full purchase price shall be paid to Seller at Settlement.
- 3. *Time and Place of Settlement*. Settlement shall take place at <u>tbd</u> a.m./p.m. on the <u>tbd</u> day of <u>tbd</u>, 2020 at the office of Seidel, Baker & Tilghman, P.A., 110 N Division Street, Salisbury, MD, or at another convenient time and place within a reasonable time after clear title to the property is established.
- 4. *Deed to Property*. At Settlement, upon payment of the unpaid purchase money, a deed for the Property shall be executed at Buyer's expense. The deed shall be a special warranty deed.
- 5. *Possession*. Buyer shall be given possession of the Property at Settlement. Seller warrants that there are no other persons who are in current possession of the Property and that no other persons shall have rights to possession of the Property at the time of settlement.
- 6. *Recordation and Transfer Taxes*. All recordation taxes and state and local transfer taxes relating to the conveyance of the Property shall be paid as follows:
- a) Buyer, if required by law, shall pay any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Deed.
- b) Seller shall pay all taxes and fees relating to the recordation of any release of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released or discharged at Closing.
- 7. Real Estate Taxes. Real estate taxes and similar public charges against the Property that are payable on an annual basis (including district, sanitary commission, or other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto)

shall be adjusted between the parties as of the date of Settlement and assumed and paid thereafter by Buyer.

- 8. *Risk of Loss*. The Property shall be held at the risk of Seller until Settlement hereunder.
- 9. *Buyer's Default*. If Buyer defaults in Buyer's obligation to purchase the Property, Seller shall have the right, at Seller's election, to retain all deposits paid hereunder as liquidated damages and not as a penalty, and upon such election, the parties shall be released from all further liability hereunder at law and in equity, except with respect to the provisions of this Contract which survive its termination.
- 10. Real Estate Commission. Each party warrants to the other that it has not used the services of a real estate broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property or the termination of this Contract.
- 11. Representations of Seller. The Seller makes the following representations and warranties to the Buyer, which shall survive the Settlement and the delivery of the deed and contract of sale for the Property to the Buyer.
- A. The Property, including the location of any buildings thereon, is correctly described above.
- B. At Settlement there will be no contracts affecting the Property or any part thereof. At Settlement there will be no contracts or agreements for the management of the Property, or any part thereof, and there will be no leasing commission due or owing in connection with any lease or on account of any tenancy or occupancy of any portion of the Property.
- C. The Seller has no knowledge of any actions, suits or proceedings which have been instituted or threatened against or affecting the Property, at law or in equity, or before any federal, state or municipal governmental commission, board, bureau, agency or instrumentality which will materially adversely affect the value, occupancy, use or operation of the Property. The Seller will give the Buyer prompt written notice of any such action, suit or proceeding arising subsequent to the date hereof and prior to Settlement to the extent Seller acquires knowledge thereof.
- D. The Seller has duly and validly authorized, executed and delivered this Contract, and neither the execution and delivery of this Contract nor its performance are restricted by or violate any contractual or other obligation of the Seller.
- E. There are no assessments for public improvements against the Property which remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks and/or curbs.

- F. To the best of the Seller's knowledge, all improvements on the Property lie within the boundaries on the Property above named and do not encroach on any other property or violate any setback requirements.
  - G. The Seller agrees that, from the date of this Agreement to the Settlement date, it will:
- (i) Operate the Property only in the ordinary and usual manner and that it will not enter into any new lease or any renewal or amendment of any of the Leases without the prior written consent of the Buyer;
- (ii) Not become a party to any service contract or similar agreement with respect to or affecting the Property without the prior written consent of the Buyer;
- (iii) Maintain, at its expense, all existing fire and extended coverage policies covering the Property and promptly cause the Buyer to be named as an additional insured thereunder as its interest may appear. The herein described property is to be held at the risk of Seller until legal title has passed. Buyer may acquire additional insurance if it desires;
- (iv) Use reasonable efforts to require any tenants occupying the Property to comply with all material obligations on their respective parts to be performed pursuant to their respective leases;
  - (v) Keep the Property in good condition and repair.

The consent of the Buyer to those matters specified in this paragraph 11.G. shall not be unreasonably withheld by Buyer.

- 12. *Delivery of Certain Materials to Buyer*. Promptly, but in no event later than ten (10) days following the date hereof, the Seller shall deliver to the Buyer the following:
- A. All surveys, engineering, environmental, or similar reports in the Seller's possession, custody, or control relating to the Property;
- B. Copies of any Leases, together with a summary of each Lease specifying (i) the tenant's name, (ii) the premises leased, (iii) the lease term (including any renewal rights), (iv) the rent and the date through which rent has been paid, (v) the extent of tenant's responsibility for the payment of utility costs, taxes and expense escalations, (vi) a listing of all concessions, rebates, allowances or free rent given to the tenant, and (vii) the amount of any security deposit held by the Seller with respect to the lease;
- C. Copies of all original building plans and specifications for the Property which are in the Seller's possession; and

- D. A listing of the Personal Property, together with a listing of all liens or security interests of others with respect thereto.
- 13. *Miscellaneous Adjustments and Prorations*. The following adjustments and prorations shall be made between the parties on the Settlement Date. The provisions of paragraph 13.A. shall survive Settlement and the delivery of the deed and contract of sale for the Property to the Buyer.
  - A. All utilities shall be adjusted and apportioned as of the Settlement Date.
  - 14. Title and Subdivision.
- 14.1. *Title Report*. Buyer shall obtain, at its expense, a title report covering the Property from a licensed title company, or person qualified to conduct a title search selected by Buyer. Buyer shall provide the title report to Seller on or before Settlement. Buyer shall give written notice to Seller of any title exception that is not acceptable to Buyer (the "Title Defect"). Seller shall have thirty (30) days from the receipt of Buyer's notice within which to determine whether to cure or remove the Title Defect or to terminate this Contract. If Seller elects to cure or remove the Title Defect, Seller shall do so by giving Buyer written notice of the election within the thirty (30) day period, otherwise Seller may elect to terminate this Contract. This Sales Contract and purchase is contingent on the property having a clear title and appropriation of funds made for Buyer's use and formal approval of the purchase by the City Council.

If Seller elects to terminate this Contract, the deposit shall be returned to Buyer, whereupon this Contract shall become null and void and of no further force and effect at law or in equity. If Seller elects not to terminate this Contract, Seller shall be required to convey the Property to Buyer at Settlement, with clear title. Buyer shall receive clear title to the Property unless Buyer solely decides to proceed to Settlement without title issues being resolved to its satisfaction before Settlement.

- 14.2. *Ground Rent*. If the title report discloses that the Property is subject to payment of a ground rent pursuant to a perpetually renewable ground rent lease, Buyer may object to the fact that the Property is subject to a ground rent or, if Seller agrees to reduce the purchase price of the Property by an amount equal to the annual ground rent capitalized at the rate of ten percent (10%) proceed with the purchase. If the Property is subject to such a ground rent and Buyer proceeds with purchase of the Property, Buyer is hereby placed on notice in accordance with Md. Real Prop. Ann. Code § 14-117, as amended, (the "Code") that if the ground rent is not timely paid the effect may be (a) that the reversionary owner of the ground rent may bring an action of ejectment against the ground rent tenant under § 8-402(b), as amended, of the Code, and (b) as a result of the ejectment action, the reversionary owner of the ground rent may own the Property in fee, discharged from the lease.
- 14.3. *Subdivision*. If either Seller or Buyer prior to Settlement shall make a good faith determination that for Seller legally to convey the Property to Buyer, an approved subdivision plat of the Property must first be recorded among the Land Records of the County/City (the "Land

Records"), then neither party shall be obligated to proceed to Settlement unless Buyer, at Buyer's expense, prior to Settlement, obtains all necessary governmental approvals and records the subdivision plat of the Property among the Land Records at or prior to Settlement. Seller and Buyer shall each cooperate with the other in filing any necessary applications, and in the processing of the subdivision plat before the appropriate governmental agencies. If a subdivision plat is required, Buyer shall have the right to postpone Settlement if additional time is required for Buyer to obtain the necessary governmental approvals.

15. Environmental Matters. To the best of the knowledge of the Seller, as of the date of this Contract and as of the date of Settlement, the Property (including land, surface water, ground water, and improvements) is now and will then be free of all contamination, including (i) any "hazardous waste," "underground storage tanks" "petroleum," "regulated substance," or "used oil" as defined by the Solid Waste Disposal Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any "oil, petroleum products, and their byproducts" any "hazardous substance" as defined by the Maryland Environmental Code, Title 7, Subtitle 2, as amended, or by any regulations promulgated thereunder; (iv) any substance the presence of which on, in, or under the Property, is prohibited by any law similar to those set forth above; and (v) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal.

#### 15.1. Environmental Representations and Warranties.

(a) Seller represents and warrants that (i) Seller has no knowledge of any Hazardous Material at, upon, under, or within the Property or, to the best of its knowledge, within any contiguous real estate; and (ii) Seller shall not cause or permit to exist any Hazardous Material at, upon, under, or within the Property until the Settlement date.

(b) Seller further represents and warrants that (i) neither Seller, nor any other party has been, is, or will be involved in operations at or near the Property, which operations could lead to (A) the imposition of liability under any Hazardous Material laws on Buyer, or any former owner of the Property; or (B) the creation of a lien on the Property under any Hazardous Material laws; and (ii) Seller has not permitted, and will not permit, any tenant or occupant of the Property to engage in any activity that could impose liability under any Hazardous Material laws on such tenant or occupant, on Seller or on any other owner of any of the Property.

#### 15.2. Environmental Covenants.

(a) Seller shall comply strictly and in all respects with the requirements of any Hazardous Material laws and related regulations and shall notify Buyer immediately in the event of any discharge or discovery of any Hazardous Material at, upon, under, or within the Property before the Settlement date.

(b) Promptly upon the written request of Buyer, Seller shall provide Buyer with all past environmental site assessment or environmental audit reports to enable Buyer to assess the presence or absence of any Hazardous Material and the potential costs in connection with abatement, cleanup, or removal of any Hazardous Material found on, under, at, or within the Property.

#### 15.3. *Indemnity*.

- (a) Seller does hereby absolutely, unconditionally, and irrevocably indemnify and hold harmless Buyer from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by Buyer, with respect to Seller's past use, or its tenants' use, during Seller's ownership of the Property for:
  - (i) any past discharge of Hazardous Material, the threat of a discharge of any Hazardous Material, or the presence of any Hazardous Material affecting the Property whether or not the same originates or emanates from the Property, including any loss of value of the Property as a result of any of the foregoing;
  - (ii) any costs of removal or remedial action incurred by the United States Government or any state, county, or municipal governmental authority, any response costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction, or loss, incurred pursuant to any Hazardous Material laws;
  - (iii) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at the Property; and
  - (iv) any other environmental matter affecting the Property within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state, county or municipal environmental agency.
- (b) In the event of any discharge of Hazardous Material, the threat of a discharge of any Hazardous Material, or the presence of any Hazardous Material affecting the Property, whether or not the same originates or emanates from the Property, and/or if Seller shall fails to comply with any of the requirements of any Hazardous Material laws or related regulations or any other environmental law or regulation, Buyer may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Property and/or take any and all other actions as Buyer shall deem necessary or advisable in order to abate the discharge of any Hazardous Material, remove any Hazardous Material, or cure Seller's noncompliance.

- (c) It is the intention of Seller that the provisions of this Agreement shall supersede any provisions herein, which in any way limit the personal liability of Seller and that Seller shall be personally liable for any obligations hereunder. All of the representations, warranties, covenants, and indemnities herein shall survive the transfer, if any, of any or all right, title, and interest in and to the Property by Seller.
- (d) The term "Hazardous Material" means (i) any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto and replacements therefor; or (ii) such substances, materials, or wastes as are regulated by the Resource Conservation and Recovery Act of 1976 or the Comprehensive Environmental Response, Compensation and Liability Act of 1980, any amendments thereto or orders, regulations, directions, or requirements thereunder; or (iii) such hazardous or toxic substances, materials, or wastes that are or may become regulated under any other applicable county, municipal, state, or federal law, rule, ordinance, direction, or regulation.

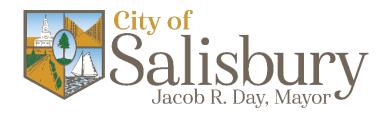
#### 16. Miscellaneous Provisions.

- 16.1. *Entire Agreement*. This Contract contains the final and entire agreement between the parties and neither they nor their agents shall be bound by any terms, conditions, or representations not herein written. However, the City of Salisbury Resolution approving the signing of this Contract may contain additional terms and conditions controlling the purchase of the Property.
- 16.2. *Joint and Several Liability*. If Buyer consists of more than one (1) person or entity, their liability under this Contract shall be both joint and several.
- 16.3. *Binding Agreement*. This Contract is binding on the parties and their personal representatives, successors, and assigns.

**WITNESS** the hands and seals of the parties.

WITNESS:		
		_(SEAL)
	Lyndon H. Wright, President	
	Block Investment Group, LLC	
	Seller	
WITNESS:		

 (SEAL)
Jacob R. Day, Mayor
City of Salisbury, Maryland
Buyer



## **MEMORANDUM**

To: Julia Glanz

From: Tom Stevenson

**Subject:** 605 W. Isabella St. (Property Acquisition)

Date: September 14, 2020

The City of Salisbury owns real property situated at 500 Mack Avenue. This location serves as headquarters for the Department of Field Operations. To meet future growth needs, it is necessary to acquire contagious property.

To accomplish this, attached please find a Resolution that will have the effect of authorizing the Mayor to enter into a contract with St. Fleur Family Investments, LLC to purchase 605 W. Isabella Street.

Unless you have any questions or require additional information, please forward this information to the Mayor and Council for consideration.

A RESOLUTION OF THE CITY OF SALISBURY TO PUPROPERTY, LOCATED AT 605 WEST ISABELLA STRIINVESTMENTS, LLC FOR USE BY THE DEPARTMENT WHEREAS, the seller, St. Fleur Family Investments property located at 605 West Isabella Street, which was acquand recorded in the Wicomico County, Maryland Land Recorded; and WHEREAS, the City of Salisbury owns the property WHEREAS, the Department of Field Operations util the City and desires to expand; and  WHEREAS, the City of Salisbury desires to purchas Isabella Street to further meet the needs of the Department of WHEREAS, the attached Contract of Sale for the puwest Isabella Street is required to be authorized by the City affords protection to the City if issues related to the title, protection to the City's satisfaction before the City is obligated.  NOW, THEREFORE, BE IT RESOLVED that the Communication of the property located at 605 West Isabella Struvestments, LLC, for \$60,000 in accordance with the terms.	RCHASE IMPROVED REAL EET, FROM ST. FLEUR FAMILY TOF FIELD OPERATIONS.  LLC, owns improved residential nired by deed dated April 9, 2009 ords in Liber M.S.B. No. 3036, Folio adjacent to this property; and izes the adjacent property owned by the the property located at 605 West of Field Operations; and rehase of the property located at 605 Council, prior to signing, which operty condition, etc. cannot be
PROPERTY, LOCATED AT 605 WEST ISABELLA STRI INVESTMENTS, LLC FOR USE BY THE DEPARTMENT WHEREAS, the seller, St. Fleur Family Investments property located at 605 West Isabella Street, which was acquand recorded in the Wicomico County, Maryland Land Recorded; and WHEREAS, the City of Salisbury owns the property WHEREAS, the Department of Field Operations util the City and desires to expand; and WHEREAS, the City of Salisbury desires to purchas Isabella Street to further meet the needs of the Department of WHEREAS, the attached Contract of Sale for the pu West Isabella Street is required to be authorized by the City affords protection to the City if issues related to the title, pro remedied to the City's satisfaction before the City is obligate NOW, THEREFORE, BE IT RESOLVED that the C Maryland does hereby authorize the signing of the attached the purchase of the property located at 605 West Isabella St Investments, LLC, for \$60,000 in accordance with the terms	EET, FROM ST. FLEUR FAMILY TOF FIELD OPERATIONS.  LLC, owns improved residential pired by deed dated April 9, 2009 ords in Liber M.S.B. No. 3036, Folio adjacent to this property; and izes the adjacent property owned by the property located at 605 West of Field Operations; and rechase of the property located at 605 Council, prior to signing, which operty condition, etc. cannot be
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of Sale and such other terms negotiated and approved by the contingent upon the City receiving clear title to the property	Contract of Sale, further authorizes eet from St. Fleur Family contained in the attached Contract City Solicitor. The purchase is
THE ABOVE RESOLUTION was introduced, read the Council of the City of Salisbury held on this day become effective immediately upon adoption.	
ATTEST:	
, and the second se	John R. Heath PRESIDENT, City Council
APPROVED by me this day of	2020

#### CONTRACT OF SALE

THIS CONTRACT OF SALE ("this Contract"), dated the 25 day of August, 2020, between St. Fleur Family Investments, LLC ("Seller"), whose address is PO Box 4501, Salisbury, MD 21803 and City of Salisbury, Maryland ("Buyer"), whose address is 125 N. Division Street, Salisbury, MD 21801.

- 1. *The Property*. Seller sells to Buyer, and Buyer purchases from Seller, the real property located in City of Salisbury, Wicomico County, Maryland, and known as 605 West Isabella Street, Salisbury, MD 21801, Map 0104, Grid 0019, Parcel 1862, together with all improvements and all the rights and appurtenances thereto. The property was acquired by the Seller by deed dated April 9, 2009 and is recorded in the Wicomico County land records, Liber M.S.B. No. 3036, Folio 249 and by a Confirmatory Deed dated May 29, 2009 and recorded in Liber M.S.B. No. 3065, Folio 14, and is hereinafter called the "Property."
- 2. *Purchase Price*. The purchase price for the Property is Sixty Thousand Dollars (\$60,000.00). A deposit of \$1,000 will be paid by the Buyer and held in escrow by Buyer's lawyer pending final settlement or final disposition of the Contract. The full purchase price shall be paid to Seller at Settlement.
- 3. *Time and Place of Settlement*. Settlement shall take place at <u>tbd</u> a.m./p.m. on the <u>tbd</u> day of <u>tbd</u>, 2020 at the office of Seidel, Baker & Tilghman, P.A., 110 N Division Street, Salisbury, MD, or at another convenient time and place within a reasonable time after clear title to the property is established.
- 4. Deed to Property. At Settlement, upon payment of the unpaid purchase money, a deed for the Property shall be executed at Buyer's expense. The deed shall be a special warranty deed.
- 5. Possession. Buyer shall be given possession of the Property at Settlement. Seller warrants that there are no other persons who are in current possession of the Property and that no other persons shall have rights to possession of the Property at the time of settlement.
- 6. *Recordation and Transfer Taxes*. All recordation taxes and state and local transfer taxes relating to the conveyance of the Property shall be paid as follows:
- a) Buyer, if required by law, shall pay any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Deed.
- b) Seller shall pay all taxes and fees relating to the recordation of any release of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released or discharged at Closing.
- 7. Real Estate Taxes. Real estate taxes and similar public charges against the Property that are payable on an annual basis (including district, sanitary commission, or other benefit charges,

assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) shall be adjusted between the parties as of the date of Settlement and assumed and paid thereafter by Buyer.

- 8. Risk of Loss. The Property shall be held at the risk of Seller until Settlement hereunder.
- 9. Buyer's Default. If Buyer defaults in Buyer's obligation to purchase the Property, Seller shall have the right, at Seller's election, to retain all deposits paid hereunder as liquidated damages and not as a penalty, and upon such election, the parties shall be released from all further liability hereunder at law and in equity, except with respect to the provisions of this Contract which survive its termination.
- 10. *Real Estate Commission*. Each party warrants to the other that it has not used the services of a real estate broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property or the termination of this Contract.
- 11. Representations of Seller. The Seller makes the following representations and warranties to the Buyer, which shall survive the Settlement and the delivery of the deed and contract of sale for the Property to the Buyer.
- A. The Property, including the location of any buildings thereon, is correctly described above.
- B. At Settlement there will be no contracts affecting the Property or any part thereof. At Settlement there will be no contracts or agreements for the management of the Property, or any part thereof, and there will be no leasing commission due or owing in connection with any lease or on account of any tenancy or occupancy of any portion of the Property.
- C. The Seller has no knowledge of any actions, suits or proceedings which have been instituted or threatened against or affecting the Property, at law or in equity, or before any federal, state or municipal governmental commission, board, bureau, agency or instrumentality which will materially adversely affect the value, occupancy, use or operation of the Property. The Seller will give the Buyer prompt written notice of any such action, suit or proceeding arising subsequent to the date hereof and prior to Settlement to the extent Seller acquires knowledge thereof.
- D. The Seller has duly and validly authorized, executed and delivered this Contract, and neither the execution and delivery of this Contract nor its performance are restricted by or violate any contractual or other obligation of the Seller.
- E. There are no assessments for public improvements against the Property which remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks and/or curbs.

- F. To the best of the Seller's knowledge, all improvements on the Property lie within the boundaries on the Property above named and do not encroach on any other property or violate any setback requirements.
  - G. The Seller agrees that, from the date of this Agreement to the Settlement date, it will:
- (i) Operate the Property only in the ordinary and usual manner and that it will not enter into any new lease or any renewal or amendment of any of the Leases without the prior written consent of the Buyer;
- (ii) Not become a party to any service contract or similar agreement with respect to or affecting the Property without the prior written consent of the Buyer;
- (iii) Not cancel (except for nonpayment of rent or other material breach), modify, or amend any of the Leases or accept the surrender thereof, without the prior written consent of the Buyer;
- (iv) Maintain, at its expense, all existing fire and extended coverage policies covering the Property and promptly cause the Buyer to be named as an additional insured thereunder as its interest may appear. The herein described property is to be held at the risk of Seller until legal title has passed. Buyer may acquire additional insurance if it desires;
- (v) Use reasonable efforts to require any tenants occupying the Property to comply with all material obligations on their respective parts to be performed pursuant to their respective leases;
  - (vi) Keep the Property in good condition and repair.

The consent of the Buyer to those matters specified in this paragraph 11.G. shall not be unreasonably withheld by Buyer.

#### 12. Feasibility Studies.

12.1. General. Subject to the rights of any existing tenants, for a ninety (90) day period after the date of this Contract (the "Feasibility Period"), Buyer and its agents shall have the right to enter upon the Property at its sole risk for the purpose of inspecting the same and conducting surveys and other tests of surface and subsurface conditions, investigations, and feasibility studies. During such period the Seller shall furnish to the Buyer all information concerning the Property which the Buyer may reasonably request. The Buyer may, at its sole expense, make such engineering and other studies of the Property prior to the Settlement Date as it may deem necessary. Within a reasonable time after such entries Buyer shall restore the Property to its prior condition. Buyer shall defend, indemnify, and hold Seller harmless from and against any damage, liability, loss, deficiency, or expense (including attorneys' fees, court costs, and other expenses)

resulting from, and will pay Seller upon demand the full amount of any sum Seller may be or become obligated to pay on account of, all obligations, liabilities, claims, accounts, demands, liens, or encumbrances, which result from acts, conduct, omissions, contracts, agreements, or commitments of Buyer or its agents, in any way related to or arising from the exercise by Buyer of the rights herein granted to enter the Property and conduct tests thereon. If during the Feasibility Period Buyer shall determine that additional studies are needed, Buyer has the right to extend the Feasibility Period for an additional sixty (60) days or more if reasonably necessary to complete the required studies.

- 12.2. Election to Proceed or Terminate. If during the Feasibility Period Buyer shall determine, at its discretion, that the acquisition and development of the Property is not feasible, Buyer shall have the right, by written notice to Seller (the "Termination Notice"), to terminate this Contract prior to the expiration of the Feasibility Period. Upon receipt of the Termination Notice, this Contract shall terminate and thereupon the parties hereto shall be released from all further liability hereunder, at law and in equity, except as provided herein. If Buyer fails to give the Termination Notice on or before the expiration of the Feasibility Period, Buyer's right to terminate this Contract under this Section shall expire and Buyer shall thereafter be obligated to perform all of the terms, covenants, and provisions of this Contract to be performed by Buyer hereunder.
- 12.3. Studies. If Buyer terminates this Contract or defaults in its obligations hereunder, Buyer shall promptly deliver to Seller after the date of such termination or default, for no additional consideration, copies of all governmental permits and approvals, surveys, plats, soil tests, and engineering, environmental, architectural, and other reports, studies, and documents obtained by Buyer or its agents with respect to the Property.
- 13. Delivery of Certain Materials to Buyer. Promptly, but in no event later than ten (10) days following the date hereof, the Seller shall deliver to the Buyer the following:
- A. All surveys, engineering, environmental, or similar reports in the Seller's possession, custody, or control relating to the Property;
- B. Copies of any Leases, together with a summary of each Lease specifying (i) the tenant's name, (ii) the premises leased, (iii) the lease term (including any renewal rights), (iv) the rent and the date through which rent has been paid, (v) the extent of tenant's responsibility for the payment of utility costs, taxes and expense escalations, (vi) a listing of all concessions, rebates, allowances or free rent given to the tenant, and (vii) the amount of any security deposit held by the Seller with respect to the lease;
- C. Copies of all original building plans and specifications for the Property which are in the Seller's possession; and
- D. A listing of the Personal Property, together with a listing of all liens or security interests of others with respect thereto.
  - 14. Miscellaneous Adjustments and Prorations. The following adjustments and prorations

shall be made between the parties on the Settlement Date. The provisions of paragraph 14.A. shall survive Settlement and the delivery of the deed and contract of sale for the Property to the Buyer.

- A. All utilities shall be adjusted and apportioned as of the Settlement Date.
- 15. Title and Subdivision.
- 15.1. *Title Report*. Buyer shall obtain, at its expense, a title report covering the Property from a licensed title company, or person qualified to conduct a title search selected by Buyer. Buyer shall provide the title report to Seller on or before Settlement. Buyer shall give written notice to Seller of any title exception that is not acceptable to Buyer (the "Title Defect"). Seller shall have thirty (30) days from the receipt of Buyer's notice within which to determine whether to cure or remove the Title Defect or to terminate this Contract. If Seller elects to cure or remove the Title Defect, Seller shall do so by giving Buyer written notice of the election within the thirty (30) day period, otherwise Seller may elect to terminate this Contract. This Sales Contract and purchase is contingent on the property having a clear title and appropriation of funds made for Buyer's use and formal approval of the purchase by the City Council.

If Seller elects to terminate this Contract, the deposit shall be returned to Buyer, whereupon this Contract shall become null and void and of no further force and effect at law or in equity. If Seller elects not to terminate this Contract, Seller shall be required to convey the Property to Buyer at Settlement, with clear title. Buyer shall receive clear title to the Property unless Buyer solely decides to proceed to Settlement without title issues being resolved to its satisfaction before Settlement.

- 15.2. Ground Rent. If the title report discloses that the Property is subject to payment of a ground rent pursuant to a perpetually renewable ground rent lease, Buyer may object to the fact that the Property is subject to a ground rent or, if Seller agrees to reduce the purchase price of the Property by an amount equal to the annual ground rent capitalized at the rate of ten percent (10%) proceed with the purchase. If the Property is subject to such a ground rent and Buyer proceeds with purchase of the Property, Buyer is hereby placed on notice in accordance with Md. Real Prop. Ann. Code § 14-117, as amended, (the "Code") that if the ground rent is not timely paid the effect may be (a) that the reversionary owner of the ground rent may bring an action of ejectment against the ground rent tenant under § 8-402(b), as amended, of the Code, and (b) as a result of the ejectment action, the reversionary owner of the ground rent may own the Property in fee, discharged from the lease.
- 15.3. Subdivision. If either Seller or Buyer prior to Settlement shall make a good faith determination that for Seller legally to convey the Property to Buyer, an approved subdivision plat of the Property must first be recorded among the Land Records of the County/City (the "Land Records"), then neither party shall be obligated to proceed to Settlement unless Buyer, at Buyer's expense, prior to Settlement, obtains all necessary governmental approvals and records the subdivision plat of the Property among the Land Records at or prior to Settlement. Seller and Buyer shall each cooperate with the other in filing any necessary applications, and in the processing of the subdivision plat before the appropriate governmental agencies. If a subdivision plat is required, Buyer

shall have the right to postpone Settlement if additional time is required for Buyer to obtain the necessary governmental approvals.

16. Environmental Matters. To the best of the knowledge of the Seller, as of the date of this Contract and as of the date of Settlement, the Property (including land, surface water, ground water, and improvements) is now and will then be free of all contamination, including (i) any "hazardous waste," "underground storage tanks" "petroleum," "regulated substance," or "used oil" as defined by the Solid Waste Disposal Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any "oil, petroleum products, and their byproducts" any "hazardous substance" as defined by the Maryland Environmental Code, Title 7, Subtitle 2, as amended, or by any regulations promulgated thereunder; (iv) any substance the presence of which on, in, or under the Property, is prohibited by any law similar to those set forth above; and (v) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal.

#### 16.1. Environmental Representations and Warranties.

- (a) Seller represents and warrants that (i) Seller has no knowledge of any Hazardous Material at, upon, under, or within the Property or, to the best of its knowledge, within any contiguous real estate; and (ii) Seller shall not cause or permit to exist any Hazardous Material at, upon, under, or within the Property until the Settlement date.
- (b) Seller further represents and warrants that (i) neither Seller, nor any other party has been, is, or will be involved in operations at or near the Property, which operations could lead to (A) the imposition of liability under any Hazardous Material laws on Buyer, or any former owner of the Property; or (B) the creation of a lien on the Property under any Hazardous Material laws; and (ii) Seller has not permitted, and will not permit, any tenant or occupant of the Property to engage in any activity that could impose liability under any Hazardous Material laws on such tenant or occupant, on Seller or on any other owner of any of the Property.

#### 16.2. Environmental Covenants.

- (a) Seller shall comply strictly and in all respects with the requirements of any Hazardous Material laws and related regulations and shall notify Buyer immediately in the event of any discharge or discovery of any Hazardous Material at, upon, under, or within the Property before the Settlement date.
- (b) Promptly upon the written request of Buyer, Seller shall provide Buyer with all past environmental site assessment or environmental audit reports to enable Buyer to assess the presence or absence of any Hazardous Material and the potential costs in connection with abatement, cleanup, or removal of any Hazardous Material found on, under, at, or within the Property.

#### 16.3. Indemnity.

- (a) Seller does hereby absolutely, unconditionally, and irrevocably indemnify and hold harmless Buyer from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by Buyer, with respect to Seller's past use, or its tenants' use, during Seller's ownership of the Property for:
  - (i) any past discharge of Hazardous Material, the threat of a discharge of any Hazardous Material, or the presence of any Hazardous Material affecting the Property whether or not the same originates or emanates from the Property, including any loss of value of the Property as a result of any of the foregoing;
  - (ii) any costs of removal or remedial action incurred by the United States Government or any state, county, or municipal governmental authority, any response costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction, or loss, incurred pursuant to any Hazardous Material laws;
  - (iii) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at the Property; and
  - (iv) any other environmental matter affecting the Property within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state, county or municipal environmental agency.
- (b) In the event of any discharge of Hazardous Material, the threat of a discharge of any Hazardous Material, or the presence of any Hazardous Material affecting the Property, whether or not the same originates or emanates from the Property, and/or if Seller shall fails to comply with any of the requirements of any Hazardous Material laws or related regulations or any other environmental law or regulation, Buyer may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Property and/or take any and all other actions as Buyer shall deem necessary or advisable in order to abate the discharge of any Hazardous Material, remove any Hazardous Material, or cure Seller's noncompliance.
- (c) It is the intention of Seller that the provisions of this Agreement shall supersede any provisions herein, which in any way limit the personal liability of Seller and that Seller shall be personally liable for any obligations hereunder. All of the representations, warranties, covenants, and indemnities herein shall survive the transfer, if any, of any or all right, title, and interest in and to the Property by Seller.
- (d) The term "Hazardous Material" means (i) any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in

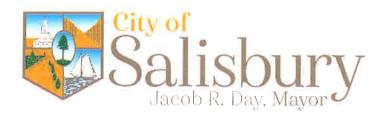
the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto and replacements therefor; or (ii) such substances, materials, or wastes as are regulated by the Resource Conservation and Recovery Act of 1976 or the Comprehensive Environmental Response, Compensation and Liability Act of 1980, any amendments thereto or orders, regulations, directions, or requirements thereunder; or (iii) such hazardous or toxic substances, materials, or wastes that are or may become regulated under any other applicable county, municipal, state, or federal law, rule, ordinance, direction, or regulation.

#### 17. Miscellaneous Provisions.

- 17.1. *Entire Agreement*. This Contract contains the final and entire agreement between the parties and neither they nor their agents shall be bound by any terms, conditions, or representations not herein written. However, the City of Salisbury Resolution approving the signing of this Contract may contain additional terms and conditions controlling the purchase of the Property.
- 17.2. *Joint and Several Liability*. If Buyer consists of more than one (1) person or entity, their liability under this Contract shall be both joint and several.
- 17.3. *Binding Agreement*. This Contract is binding on the parties and their personal representatives, successors, and assigns.

WITNESS the hands and seals of the parties.

WITNESS:	
Millell	Hebrew St. Fleur, Managing Member St. Fleur Family Investments, LLC Seller
WITNESS:	
	(SEAL)
	Jacob R. Day, Mayor
	City of Salisbury, Maryland
	Buyer



### **MEMORANDUM**

To: Julia Glanz, City Administrator

From: John W. Tull, Fire Chief

**Subject:** Gifting from Volunteer Corporations

Date: September 15, 2020

The members of the Salisbury Fire Company No. 2 (Fire Station #2), and the Salisbury Fire Department Inc. (Fire Station #16) corporations have utilized funds appropriated to them to purchase various assets for use in the departments operations. The equipment is listed below and is incorporated into the operational readiness equipment and apparatus of the department:

Item Description	Value / Costs
Command vehicle Replacement (Assistant Chief 2)	\$85,803.00
Staff Vehicle Replacement (Deputy Chief 1)	\$85,803.00
Support Vehicle Replacement (Utility 2)	\$57,000.00
Lighting package for Chief's vehicle	\$19,409.00
Server for Station Camera System	\$8,000.00
Rescue Training Mannequins	\$1,335.00
NeoMates & PediMates Training Mannequins	\$3779.94
Spartan Cargo Trailer (8.5' X 24')	\$7,395.00
Total	: \$268,524.94

This apparatus and equipment are new or replacements to the emergency service fleet and inventory that enhance the Department's capabilities in the effective and efficient delivery of public safety services. The volunteers wish to gift these apparatus and equipment to the City for inclusion in the Fire Department's fleet vehicle and equipment inventory. In compliance with City policy such gifts can only be accepted with the approval of the City Council. Attached you will find a resolution to accept this equipment for consideration by the City Council.

Unless you or the Mayor have further questions, please advance this memorandum and

resolution to the City Council.

William E. Higgins, President

Fire Company #2

Todd Dudek, President

Salisbury Fire Department, Inc.

cc: File

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING THE DONATION OF APPARATUS AND EQUIPMENT FROM THE VOLUNTEER FIRE COMPANIES STATIONS 2 AND 16 FOR THE SALISBURY FIRE DEPARTMENT TO USE IN EFFORTS TO ENHANCE ITS CAPABILITIES IN PROVIDING THE EFFECTIVE AND EFFICIENT DELIVERY OF FIRE, RESCUE AND EMERGENCY MEDICAL SERVICES AND TO IMPROVE THE QUALITY OF LIFE FOR THE CITIZENS OF THE CITY OF SALISBURY AND THE SALISBURY FIRE DISTRICT.

WHEREAS, the volunteer members of the Salisbury Fire Department constantly seek to enhance the department's capabilities in the effective and efficient delivery of public safety services through their contributions of equipment and apparatus to the City; and

WHEREAS, funds appropriated to the Volunteer Corporations have been expended by the Salisbury Fire Company No. 2 (Fire Station #2) and the Salisbury Fire Department Inc. (Fire Station #16) to purchase various apparatus and equipment with a total value of \$268,524.94; and

WHEREAS, the volunteers wish to donate or gift all assets to the City of Salisbury Fire Department for inclusion in its inventory of emergency vehicles and equipment; and

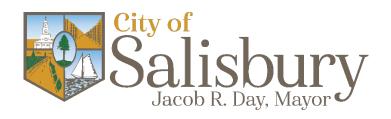
WHEREAS, both the Fire Chief and the Mayor have recommended that the City accept the donation of these vehicles and equipment; and

WHEREAS, the City's gift policy requires that such gifts can only be accepted with the approval of City Council.

NOW, THEREFORE IT BE RESOLVED that the City of Salisbury accepts these gifts and expresses its sincere appreciation to the Salisbury Fire Company No. 2 (Fire Station #2), and the Salisbury Fire Department Inc. (Fire Station #16) volunteer membership of the Salisbury Fire Department for their generous gifts listed below for inclusion in the Department's inventory of emergency apparatus and equipment:

Item Description	Value / Costs
Command Vehicle Replacement (Assistant Chief 2)	\$85,803.00
Staff Vehicle Replacement (Deputy Chief 1)	\$85,803.00
Support Vehicle Replacement (Utility 2)	\$57,000.00
Lighting package for Chief's vehicle	\$19,409.00
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NeoMates & PediMates Training Mannequins	\$3779.94
Spartan Cargo Trailer (8.5' X 24')	\$7395.00
Total:	\$268,524.94

36	THE ABOVE RESOLUTION was introd	duced, read and passed at the regular meeting of
37	the Council of the City of Salisbury held on this	day of, 2020, and is
38	to become effective immediately upon adoption.	
39		
40	ATTEST:	
41		
42		
43	Kimberly R. Nichols	John R. Heath
44	CITY CLERK	PRESIDENT, CITY COUNCIL
45		
46		
47	Approved by me thisday of	, 2020.
48		
49		
50	Julia Glanz, City Administrator	
51	for and at the direction of Jacob R. Day, MAYO	<u>R</u>
52	with the authority of Jacob R. Day, MAYOR	
53		



## **MEMORANDUM**

**To:** Julia Glanz, City Administrator

**From:** John W. Tull, Fire Chief

**Subject:** Budget Amendment – COVID-19 Expenses

Date: September 16, 2020

As you are aware, on March 13, 2020, the President of the United States declared that the ongoing Coronavirus Disease 2019 (COVID-19) pandemic was of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Since then, the City has incurred substantial expenses preparing for and responding to the COVID-19 pandemic. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of the Federal Emergency Management Agency's (FEMA) Public Assistance program at a 75 percent federal cost share.

Attached you will find an Ordinance requesting the approval of a budget amendment to the FY2020 grant fund for the purpose of accepting funds from the Federal Emergency Management Agency (FEMA) in the amount of \$109,247.

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



~

# Streamlined Project Application Project Application - Full

#### Summary

4491DR-MD (4491DR) / Salisbury, City of (045-69925-00) / [150565] Salisbury COVID-19 Project / Project Application - Full Summary

Sec	tion I - Project Ap <sub>l</sub>	plication Info	rmation
APPLICANT-ASSIGNED PROJECT  APPLICATION #	63020A	EVENT	4491DR-MD (4491DR)
		APPLICANT	Salisbury, City of (045-69925-00)
PROJECT APPLICATION TITLE	Salisbury COVID-19		
	Project	FEMA PA CODE	045-69925-00
PROJECT NET COST	\$99,911.58	PROJECT	[150565] Salisbury COVID-19
			Project
STATUS	Completed		

Section II - Scope of Work

## **Description of Activities**

Brief description of the activities the Applicant conducted or will conduct.

The City of Salisbury has continued to provide essential services to the citizens of Salisbury throughout the COVID-19 pandemic. In order to accomplish this, personal protective equipment and supplies were purchased in accordance to CDC and Health Department established guidelines.

Activities the Applicant conducted or will conduct.

Management, control, and reduction of immediate threats to public health and safety

· Facility disinfection

#### **Emergency Medical Care**

- Purchase and distribution/use of medical supplies & equipment
  - · Personal protective equipment
    - Respirators
    - N95 Respirators
    - Medical gloves
    - Surgical masks
    - Medical gowns
    - Coveralls
    - Face shields
    - Other: Digital thermometers, sanitizer, disinfectant wipes, cleaning supplies, acrylic barriers,

Method(s) of work the Applicant used or will use to complete the activities reported above.

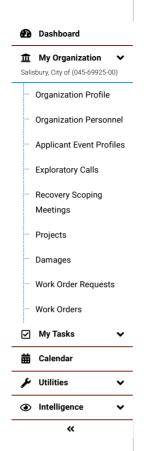
• No method(s) of work were selected.

#### Locations

Locations where the activities reported above were or will be conducted.

Jurisdiction-wide





### **Documents**

No documents are currently required for this section/schedule.

Section III - Cost and Work Status Information

### **General Cost & Work Status Questions**

Did the Applicant want to request expedited funding?

No

Is the Applicant's estimated cost for activities reported in Section II greater than or equal to \$131,100.00?

No

What is the status of the activities reported in Section II?

• Activities started on 03/05/2020 and completed on 06/30/2020.

Schedule EZ - Small Project Estimate

## **Budget Estimate**

Please attach an itemized budget estimate created using standard procedures the Applicant would use absent federal funding. The itemized estimate needs to be broken down by the type and number of resources necessary to complete the work (contracts, labor, equipment, materials & supplies, and other costs).

What is the basis for estimate?

☑ Materials and Supplies

## **Project Costs**

Selected resources and costs necessary to complete the activities reported in Section II.

☑ Contracts (More Info)

Total cost of contracts from your estimate.

Total cost of materials and supplies from your estimate.

( More Info )

**Project Cost** \$99,911.58

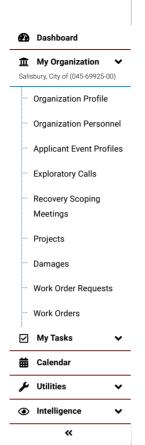
Contract Information

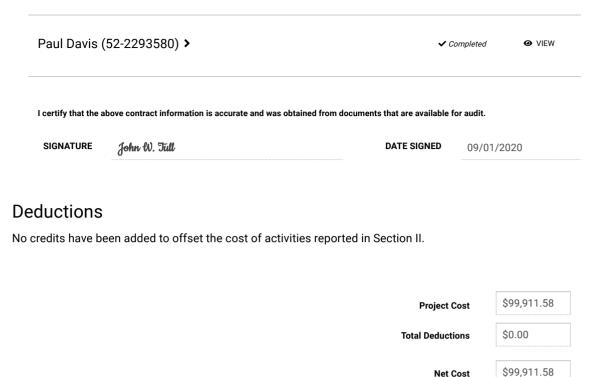
Sentral Services (02-1879920) ➤ ✓ Completed 

• VIEW

\$5,320.66

**Costs** \$94,590.92





### **Documents**

- - Materials and SuppliesMaterial Summaries
    - Field Ops Material Summary.pdfFinance Material Summary.pdfFire Material Summary.pdf
    - Housing Material Summary.pdf
    - Infrastructure Material Summary.pdf
    - Police Material Summary.pdfProcurement Material Summary.pdf
    - Water Works Material Summary.pdf

Section IV - Project Certifications

## **Preparer Certification**

Did the Applicant Authorized Representative receive consultant support or technical assistance in preparing this project application from anyone not directly employed by the Applicant?

• No

## Certification That Benefits Will Not Be Duplicated

Has the Applicant applied for any funding for COVID-19 from any other federal program?

Yes





#### Please list other programs

Assistance to Firefighters Grant - COVID-19 Supplemental Program

DHHS Cares Act

Has the Applicant applied for any funding from any other federal program for the activities reported in Section II?

No

#### Certifications, Assurances, and Signature

I certify that the specific activities and costs in this project application were not requested from another funding source or, if they were requested, that other source has not yet approved the funding. Further, I certify that if the Applicant does receive funding for the specific activities and costs in this project application, I must notify the Recipient and FEMA, and funding will be reconciled to eliminate duplication.

AUTHORIZED John W. Tull DATE SIGNED 09/01/2020
REPRESENTATIVE

### **General Certification**

#### **Activity Certifications**

As required by Title 44 Code of Federal Regulations (C.F.R.) §§ 206.223 and 206.225 and in accordance with the Public Assistance Program and Policy Guide (PAPPG), the Emergency Protective Measures described in this project were or are:

- · The Applicant's legal responsibility;
- Undertaken in response to the COVID-19 threat caused by the declared event; and
- Undertaken because they were necessary to eliminate threats to life, public health, and safety.

Any activity claimed has to have been performed or is being performed at the direction of or pursuant to guidance of state, local, tribal, or territorial public health officials (such as an executive order or other official order signed by a public health official).

If any activity was or will be occurring on private property: For each property, the Applicant (A) had or has a legal basis and authority to conduct the activities; and (B) completed or will complete the following actions for each property for which supporting documentation will be maintained: (i) obtained a right-of-entry, (ii) signed an agreement with the property owner to indemnify and hold harmless the Federal Government, and (iii) made efforts to identify any known insurance proceeds for the same activities.

#### **Cost Certifications**

As required by 44 C.F.R. § 206.228 and 2 C.F.R. Part 200 and in accordance with the PAPPG, the costs for which the Applicant is claiming reimbursement were or are:

- · Of a type generally recognized as ordinary and necessary for the type of facility or activities;
- Reduced by applicable credits, such as insurance proceeds and salvage values; and
- Reasonable as demonstrated by the method selected in Schedule A, B, C or EZ of this project application.

As required by the Stafford Act § 312, 42 U.S. Code § 5155, and 2 C.F.R. §200.406 and in accordance with the PAPPG, the Applicant has either:

- · Informed FEMA of all insurance proceeds; or
- Did not have insurance coverage in place for the claimed costs at the time of the declaration.
- The Applicant complied with federal, Recipient, and Applicant procurement requirements.
- The Applicant complied with all FEMA policies regarding equipment rates in accordance with the PAPPG.
- · The Applicant complied with all FEMA policies regarding labor in accordance with the PAPPG.

#### **Environmental and Historic Preservation Compliance Certifications**

In accordance with the PAPPG, the Applicant will comply with applicable federal, state, and local laws; will provide all documentation requested to allow FEMA to ensure project applications comply with federal Environmental and Historic Preservation (EHP) laws, implementing regulations, and Executive Orders; and will comply with any EHP compliance conditions placed on the grant.

#### **Documentation Certifications**

In accordance with 2 C.F.R. §200.333 as well as state and local record retention requirements, the Applicant will maintain all documentation that supports this project application in its own files. This documentation will be required if the Applicant submits an appeal for additional funding, as well as in the case of any audits.

Certifications, Assurances, and Signature



Dashboard m My Organization Salisbury, City of (045-69925-00) Organization Profile Organization Personnel Applicant Event Profiles **Exploratory Calls** Recovery Scoping Meetings Projects Damages Work Order Requests Work Orders My Tasks **E** Calendar Utilities Intelligence

**«** 

It is important to know that upon submittal your project application becomes a legal document. The Recipient or FEMA may use external sources to verify the accuracy of the information you enter. It is a violation of Federal law to intentionally make false statements or hide information when applying for Public Assistance. This can carry severe criminal and civil penalties including a fine of up to \$250,000, imprisonment, or both. (18 U.S.C. §§ 287, 1001, 1040, and 3571). I certify that all information I have provided regarding the project application is true and correct to the best of my knowledge. I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain Public Assistance, it is a violation of federal laws, which carry severe criminal and civil penalties.

AUTHORIZED	John W. Tull	DATE SIGNED	09/01/2020
REDRESENTATIVE			

Supporting Documentation

- Fire Contract Summary.pdf
- Finance Contract Summary.pdf



**«** 

# Streamlined Project Application Project Application - Full

### Summary

4491DR-MD (4491DR) / Salisbury, City of (045-69925-00) / [151361] Salisbury COVID-19 Project 2 / Project Application - Full Summary

	i Emergency Protectiv	ve Measures (COVID	)-19)
Section	n I - Project Ap	plication Inf	ormation
APPLICANT-ASSIGNED PROJECT APPLICATION #	63020B	EVENT	4491DR-MD (4491DR)
		APPLICANT	Salisbury, City of (045-69925-
PROJECT APPLICATION TITLE	Salisbury COVID-		00)
	19 Project 2		
		FEMA PA CODE	045-69925-00
PROJECT NET COST	\$45,750.85		
		PROJECT	[151361] Salisbury COVID-19
STATUS	Completed		Project 2
	•		1 Toject 2
STATUS	Completed	1 100201	

Section II - Scope of Work

## **Description of Activities**

Brief description of the activities the Applicant conducted or will conduct.

The City of Salisbury has continued to provide essential services to the citizens of Salisbury throughout the COVID-19 pandemic. In order to accomplish this, the City has had to utilize overtime/part-time funds to adequately staff departments at minimum staffing levels due to COVID exposures/infections and

Activities the Applicant conducted or will conduct.

#### Management, control, and reduction of immediate threats to public health and safety

- Pre-positioning or movement of supplies, equipment, or other resources
- Security, law enforcement, barricading, and patrolling

#### **Emergency Medical Care**

- · Provision of medical services
  - · Emergency medical transport

Method(s) of work the Applicant used or will use to complete the activities reported above.

• No method(s) of work were selected.

## Locations

Locations where the activities reported above were or will be conducted.

• Jurisdiction-wide

## **Documents**



No documents are currently required for this section/schedule.



Section III - Cost and Work Status Information

## **General Cost & Work Status Questions**

Did the Applicant want to request expedited funding?

No

Is the Applicant's estimated cost for activities reported in Section II greater than or equal to \$131,100.00?

No

What is the status of the activities reported in Section II?

• Activities started on 03/05/2020 and completed on 06/30/2020.

Schedule EZ - Small Project Estimate

## **Budget Estimate**

Please attach an itemized budget estimate created using standard procedures the Applicant would use absent federal funding. The itemized estimate needs to be broken down by the type and number of resources necessary to complete the work (contracts, labor, equipment, materials & supplies, and other costs).

What is the basis for estimate?

## **Project Costs**

Selected resources and costs necessary to complete the activities reported in Section II.

Costs

∠ Labor (More Info)

Including the Applicant's own staff, Mutual Aid, prison labor, or National Guard.

Total cost of labor from your estimate.

Costs

∠ Equipment (More Info)

Including the applicant owned, purchased, or rented.

Total cost of equipment from your estimate.

Project Cost

\$45,750.85

### **Deductions**

No credits have been added to first the ingst of activities reported in Section II.



Project Cost \$45,750.85

Total Deductions \$0.00

**Net Cost** 

\$45.750.85

### **Documents**

■ Budget Estimates ✓ Requirement Met

Project Cost

Labor

■ Force Account Labor Documentation

**Equipment** 

**■** Equipment Summaries

Section IV - Project Certifications

## **Preparer Certification**

Did the Applicant Authorized Representative receive consultant support or technical assistance in preparing this project application from anyone not directly employed by the Applicant?

• No

## Certification That Benefits Will Not Be Duplicated

Has the Applicant applied for any funding for COVID-19 from any other federal program?

Yes

#### Please list other programs

Assistance to Firefighters Grant - COVID-19 Supplemental Program

**DHHS Cares Act** 

Has the Applicant applied for any funding from any other federal program for the activities reported in Section II?

No

Certifications, Assurances, and Signature

I certify that the specific activities and costs in this project application were not requested from another funding source or, if they were requested, that other source has not yet approved the funding. Further, I certify that if the Applicant does receive funding for the specific activities and costs in this project application, I must notify the Recipient and FEMA, and funding will be reconciled to eliminate duplication.

AUTHORIZED REPRESENTATIVE

John W. Tull

DATE SIGNED

09/08/2020



### General Certification

#### Dashboard

Salisbury, City of (045-69925-00)

Organization Profile

Organization Personnel

Applicant Event Profiles

**Exploratory Calls** 

Recovery Scoping Meetings

Projects

Damages

Work Order Requests

Work Orders









Intelligence

**«** 

#### **Activity Certifications**

As required by Title 44 Code of Federal Regulations (C.F.R.) §§ 206.223 and 206.225 and in accordance with the Public Assistance Program and Policy Guide (PAPPG), the Emergency Protective Measures described in this project were or are:

- · The Applicant's legal responsibility;
- Undertaken in response to the COVID-19 threat caused by the declared event; and
- · Undertaken because they were necessary to eliminate threats to life, public health, and safety.

Any activity claimed has to have been performed or is being performed at the direction of or pursuant to guidance of state, local, tribal, or territorial public health officials (such as an executive order or other official order signed by a public health official).

If any activity was or will be occurring on private property: For each property, the Applicant (A) had or has a legal basis and authority to conduct the activities; and (B) completed or will complete the following actions for each property for which supporting documentation will be maintained: (i) obtained a right-of-entry, (ii) signed an agreement with the property owner to indemnify and hold harmless the Federal Government, and (iii) made efforts to identify any known insurance proceeds for the same activities.

#### Cost Certifications

As required by 44 C.F.R. § 206.228 and 2 C.F.R. Part 200 and in accordance with the PAPPG, the costs for which the Applicant is claiming reimbursement were or are:

- Of a type generally recognized as ordinary and necessary for the type of facility or activities;
- · Reduced by applicable credits, such as insurance proceeds and salvage values; and
- Reasonable as demonstrated by the method selected in Schedule A, B, C or EZ of this project application.

As required by the Stafford Act § 312, 42 U.S. Code § 5155, and 2 C.F.R. §200.406 and in accordance with the PAPPG, the Applicant has either:

- Informed FEMA of all insurance proceeds: or
- Did not have insurance coverage in place for the claimed costs at the time of the declaration.
- · The Applicant complied with federal, Recipient, and Applicant procurement requirements.
- · The Applicant complied with all FEMA policies regarding equipment rates in accordance with the PAPPG.
- The Applicant complied with all FEMA policies regarding labor in accordance with the PAPPG.

#### Environmental and Historic Preservation Compliance Certifications

In accordance with the PAPPG, the Applicant will comply with applicable federal, state, and local laws; will provide all documentation requested to allow FEMA to ensure project applications comply with federal Environmental and Historic Preservation (EHP) laws, implementing regulations, and Executive Orders; and will comply with any EHP compliance conditions placed on the grant.

#### **Documentation Certifications**

In accordance with 2 C.F.R. §200.333 as well as state and local record retention requirements, the Applicant will maintain all documentation that supports this project application in its own files. This documentation will be required if the Applicant submits an appeal for additional funding, as well as in the case of any audits.

#### Certifications, Assurances, and Signature

It is important to know that upon submittal your project application becomes a legal document. The Recipient or FEMA may use external sources to verify the accuracy of the information you enter. It is a violation of Federal law to intentionally make false statements or hide information when applying for Public Assistance. This can carry severe criminal and civil penalties including a fine of up to \$250,000, imprisonment, or both. (18 U.S.C. §§ 287, 1001, 1040, and 3571). I certify that all information I have provided regarding the project application is true and correct to the best of my knowledge. I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain Public Assistance, it is a violation of federal laws, which carry severe criminal and civil penalties.

AUTHORIZED REPRESENTATIVE

John W. Tull

**DATE SIGNED** 

09/08/2020



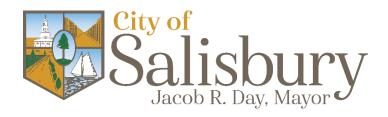
### Dashboard

**Ⅲ** My Organization

Salisbury, City of (045-69925-00)

- Organization Profile
- Organization Personnel
- Applicant Event Profiles
- **Exploratory Calls**
- Recovery Scoping
- Meetings
- Projects
- Damages
- Work Order Requests
- Work Orders
- My Tasks
  - .5
- **d** Calendar
- Utilities
- Intelligence
  - **«**

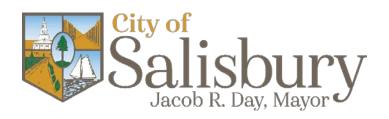
- Fire Dept Time Report.pdf
- Police Time Sheets.pdf
- Water Dept Time Sheets.pdf
- WWTP Time sheets.pdf
- Fire Dept Activity Log ICS 214.pdf



## Budget Summary Cost for COVID-19 (March 5, 2020 – June 30, 2020)

Contract Work Summary Records		
Finance		\$ 500.00
Fire Department		\$ 4,820.66
	Total	\$ 5,320.66
Material Summary Record Expenses		
Procurement		\$ 9,563.33
Water Works		\$ 3,289.92
Infrastructure & Development		\$ 1,472.86
Finance		\$ 555.00
Housing & Community Development		\$ 127.47
Field Ops		\$ 2,262.29
Police Department		\$ 68,319.01
Fire Department		\$ 9,001.04
	Total	\$ 94,590.92
ו	Total Project Cost	\$ 99,911.58

A breakdown of material expenses for each Department is listed on the attached sheets.



## Budget Summary Cost for COVID-19 (March 5, 2020 – June 30, 2020)

Force Account Equipment Summary		
Field Ops		\$ 630.16
Fire		\$ 8,930.06
	Total	\$ 9,560.22
Force Account Labor Summary		
Water Works		\$ 4,770.87
Police		\$ 1,196.26
Fire		\$ 30,223.50
	Total	\$ 36,190.63
Grand Totals		\$ 45,750.85

A breakdown of specific equipment and labor cost for each Department is listed on the additional attached sheets.

### **Procurement**

Vendor	Item	QTY	Cost	Total	Date
Staples	Gloves (100/box)	1	\$ 4.93	\$ 4.93	03/12/20
Amazon	Non-contact digital infrared thermometer	17	\$ 79.99	\$ 1,359.83	03/23/20
	Shipping & Handling	1	\$ 8.99	\$ 8.99	03/23/20
Buckeye Cleaning Center	Disinfectant wipes w/3 bucket	15	\$ 121.04	\$ 1,815.60	04/08/20
Buckeye Cleaning Center	Nitrile gloves, size large (100/box)	10	\$ 8.00	\$ 80.00	04/08/20
	Freight	1	\$ 24.00	\$ 24.00	04/08/20
Lyon Rum Distilling	Hand sanitizer (gallon)	30	\$ 28.39	\$ 851.70	04/08/20
Wicomico County Emergency Services	Hand sanitizer (75L/bottle, 6 bottles/case)	14	\$ 72.30	\$ 1,012.20	04/17/20
				\$ 5,157.25	
Bound Tree Medical, LLC	Nitrile gloves, size large (100/box - 10bx/case)	10	\$ 68.60	\$ 686.00	04/22/20
Bound Tree Medical, LLC	Nitrile gloves, size XL (100/box - 10bx/case)	12	\$ 68.60	\$ 823.20	04/22/20
Bound Tree Medical, LLC	CaviWipes (160/container)	133	\$ 8.00	\$ 1,064.00	06/04/20
Bound Tree Medical, LLC	Nitrile gloves, size large (100/box)	100	\$ 6.86	\$ 686.00	06/17/20
Bound Tree Medical, LLC	Nitrile gloves, size XL (100/box - 10bx/case)	10	\$ 68.60	\$ 686.00	06/24/20
	Freight	1	\$ 73.40	\$ 73.40	06/24/20
Bound Tree Medical, LLC	Nitrile gloves, size XL (100/box - 10bx/case)	5	\$ 68.60	\$ 343.00	06/26/20
	Frieght	1	\$ 44.48	\$ 44.48	06/26/20
				\$ 4,406.08	

Grand Total \$ 9,563.33

### **Water Works**

Vendor	Item	QTY	Cost	Total	Date
Zoom	Zoom Subscription	1	\$149.90	\$149.90	04/14/20
Office Depot	Web Cameras	2	\$27.99	\$55.98	05/27/20
Medicus Health	Keyboard Covers	20	\$45.00	\$900.00	06/08/20
	Shipping	1	\$17.21	\$17.21	06/08/20
Gardner Signs	Face Masks	90	\$2.00	\$180.00	06/11/20
AR Industrial	Temp Gauge	3	\$72.99	\$218.97	06/16/20
	Freight	1	\$20.00	\$20.00	06/16/20
Office Depot	5'x5' Panel Dividers	8	\$194.70	\$1,557.60	06/19/20
Office Depot	Connectors for Dividers	16	\$21.26	\$340.16	06/19/20
				\$3,289.92	

## **Department of Infrastructure & Development**

Vendor	Item	QTY	Cost	Total	Date
Shop BISM	Disinfectant wipes (180 sheets)	4	\$ 14.24	\$ 56.96	04/01/20
Shop BISM	Disinfectant spray (2 pack)	3	\$ 20.80	\$ 62.40	04/01/20
M4 Reactor/Delmarva Foundation	Acrylic barriers	1	\$ 1,353.50	\$ 1,353.50	06/30/20
				\$ 1,472.86	

## **Finance Department**

Vendor	Item	QTY	Cost	Total	Date
M4 Reactor, Delmarva Foundation	Acrylic shields/barriers; 3 various types	3	\$ 185.00 \$	555.00	06/30/20
			\$	555.00	

## **Housing & Community Development**

Vendor	Item	QTY	Cost	Total	Date
Blind Industries Services	Case of disinfectant cleaner w/trigger sprays	1	\$ 89.28	\$ 89.28	04/24/20
Blind Industries Services	Trigger sprayers	11	\$ 1.02	\$ 11.22	
Amazon	22 oz. disinfectant cleaner	3	\$ 8.99	\$ 26.97	04/24/20
				\$ 127.47	

### **Field Operations**

Vendor	Item	QTY		Cost	Total	Date
amily Dollar	2oz Hand Sanitizers	6	\$	1.60	\$ 9.60	3/13/2020
amily Dollar	Wipes	2	\$	5.00	\$ 10.00	3/13/2020
amily Dollar	Wipes	1	\$	3.75	\$ 3.75	3/13/2020
Dollar Tree	Wipes	10	\$	1.00	\$ 10.00	3/13/2020
Microsoft Office	Computer Updates	1	\$	39.99	\$ 39.99	3/20/2020
Rommel's Ace Hardware	Bleach	1	\$	242.32	\$ 242.32	3/23/2020
Advanced Auto Parts	3-pack gloves (300 gloves)	3	\$	16.71	\$ 50.13	3/23/2020
Zoom	Monthly Standard Pro Charge	1	\$	14.99	\$ 14.99	4/14/2020
Amazon	2oz Spray Bottles	20	\$	2.59	\$ 51.80	4/27/2020
	Shipping & Handling	1	\$	11.80	\$ 11.80	4/27/2020
					\$ 444.38	
Garner Signs	Face Mask Extensions	200	\$	0.50	\$ 100.00	5/6/2020
Rommel's Ace Hardware	Bleach - Gallon Container	27	\$	3.59	\$ 96.93	5/13/2020
	Discount	1	\$	(9.69)	\$ (9.69)	5/21/2020
loom loom	Monthly Standard Pro Charge	1	\$	14.99	\$ 14.99	5/14/2020
Ritz Safety	10oz Sanitizer	30	\$	8.15	\$ 244.50	5/21/2020
	Freight	1	\$	22.35	\$ 22.35	5/21/2020
Buckeye Cleaning Center	Wipes, CF roll (275 RL/case)	4	\$	43.00	\$ 172.00	
Buckeye Cleaning Center	Sanicare TBX 12x1	1	\$	67.44	\$ 67.44	
WICO Emergency Services	hand sanitizer (75L/bottle, 6 bottles/case)	8	\$	72.30	\$ 578.40	6/4/2020
					\$ 1,286.92	
Garner Signs	Desk Sheild (Partition)	1	\$	116.00	\$ 116.00	6/13/2020
Garner Signs	Face Sheilds	50	\$	8.00	\$ 400.00	6/12/2020
Zoom	Monthly Standard Pro Charge	1	\$	14.99	\$ 14.99	6/14/2020
	,		•		\$ 530.99	, , -
			G	rand Total	\$ 2,262.29	

### **Police Department**

Vendor	Item	QTY		Cost	Total	Date
Lawmen Supply	N95 mask	2000	\$	7.50	\$ 15,000.00	03/19/20
	Shipping	1	\$	15.00	\$ 15.00	03/19/20
Office Depot	clorox wipes (tubs)	20	\$	7.99	\$ 159.80	03/20/20
Office Depot	Nitrile gloves, large (box)	24	\$	4.10	\$ 98.40	03/20/20
Office Depot	Nitrile gloves, small (box)	8	\$	7.39	\$ 59.12	03/20/20
Office Depot	Nitrile gloves, med (box)	12	\$	6.99	\$ 83.88	03/20/20
Office Depot	Nitrile gloves, xl (box)	24	\$	4.10	\$ 98.40	03/20/20
Staples	Purell hand sanitizer (bottle)	1	\$	3.79	\$ 3.79	03/20/20
Hardwire, LLC	Face shields	150	\$	10.00	\$ 1,500.00	04/01/20
Arrow Safety Device	N95 mask	500	\$	6.00	\$ 3,000.00	04/01/20
					\$ 20,018.39	
Fisher Scientific	Disposable gowns, regular (case)	2	\$	58.66	\$ 117.32	04/01/20
	Shipping	1	\$	4.20	\$ 4.20	04/01/20
Fisher Scientific	Disposable gowns, large (case)	3	\$	58.39	\$ 175.17	04/01/20
Fisher Scientific	Disposable gowns, x-large (case)	2	\$	102.66	\$ 205.32	04/01/20
Arrow Safety Device	N95 mask	1400	\$	6.00	\$ 8,400.00	04/07/20
Arrow Safety Device	N95 mask	500	\$	6.00	\$ 3,000.00	04/09/20
Vizocom Gov. Services	KN95 mask	9900	\$	2.39	\$ 23,661.00	04/13/20
Lawmen Supply	3-ply facial mask (50/box)	230	\$	50.00	\$ 11,500.00	04/16/20
	Shipping	1	\$	25.00	\$ 25.00	04/16/20
					\$ 47,088.01	
American Public Safety	Sniper 16 oz trigger spray	30	\$	13.95	\$ 418.50	04/16/20
American Public Safety	Sniper disinfectant (Gallon)	10	\$	48.00	\$ 480.00	04/16/20
Debbie Brophy	Bleach	1	\$	35.90	\$ 35.90	06/11/20
Adkins Company	Bleach	15	\$	2.99	\$ 44.85	04/03/20
Holt Paper Supplies	Hand sanitizer	1	\$	233.36	\$ 233.36	06/26/20
					\$ 1,212.61	
			_			

Grand Total \$ 68,319.01

### **Fire Department**

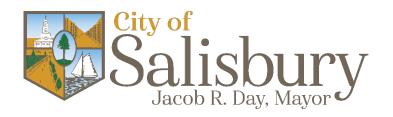
Vendor	Item	QTY	Cost	Total	Date
Bound Tree	Disposable thermometers	5	\$ 1.08	\$ 5.40	03/16/20
TRI Supply & Equipment	Dust Mask (50 pack)	3	\$ 14.99	\$ 44.97	03/18/20
Clear View Enterprises	Coveralls (XL)	2	\$ 37.00	\$ 74.00	03/18/20
Clear View Enterprises	Coveralls (2X)	2	\$ 38.15	\$ 76.30	03/18/20
Bound Tree	Gloves (Med)	4	\$ 6.86	\$ 27.44	03/20/20
Amazon	Digital thermometer probe covers	20	\$ 11.99	\$ 239.80	03/23/20
Amazon	Digital forehead thermometers	4	\$ 83.99	\$ 335.96	03/23/20
	Shipping cost	1	\$ 41.00	\$ 41.00	03/23/20
Bound Tree	Gloves (XL)	4	\$ 6.86	\$ 27.44	03/23/20
Bound Tree	Disposable thermometers	145	\$ 1.08	\$ 156.60	03/23/20
				\$ 1,028.91	
Bound Tree	Gloves (Med)	10	\$ 68.60	\$ 686.00	03/23/20
Bound Tree	Gloves (XL)	6	\$ 6.86	\$ 41.16	03/23/20
Bound Tree	Gloves (XL)	10	\$ 6.86	\$ 68.60	03/24/20
Bound Tree	Alcohol prep pads (200/box)	4	\$ 1.95	\$ 7.80	03/25/20
Bound Tree	Oral Nasal w/O2 tubing	35	\$ 8.81	\$ 308.35	03/25/20
Bound Tree	Blood pressure cuff (Adult)	2	\$ 6.40	\$ 12.80	03/25/20
Bound Tree	ECG chart paper	10	\$ 1.50	\$ 15.00	03/25/20
Bound Tree	Gloves (Med)	20	\$ 6.86	\$ 137.20	03/25/20
Bound Tree	Gloves (Med)	16	\$ 6.86	\$ 109.76	03/25/20
Rommel's Ace	Sprayer	3	\$ 2.15	\$ 6.45	03/25/20
				\$ 1,393.12	
Apple Discount Drugs	Probe covers (50/box)	4	\$ 2.49	\$ 9.96	03/31/20
Clear View Enterprises	Coveralls (XL)	1	\$ 37.00	\$ 37.00	04/01/20
Clear View Enterprises	Coveralls (2X)	1	\$ 38.15	\$ 38.15	04/01/20
Clear View Enterprises	Coveralls (3X)	2	\$ 38.15	\$ 76.30	04/01/20
Clear View Enterprises	Coveralls (4X)	2	\$ 39.00	\$ 78.00	04/01/20
Clear View Enterprises	N95 Mask (10/box)	2	\$ 20.00	\$ 40.00	04/01/20
Harbor Freight Tools	1/4" Female Steel IND P	4	\$ 1.39	\$ 5.56	04/05/20
Harbor Freight Tools	1/4" x 20' Coiled nylon hose	3	\$ 4.99	\$ 14.97	04/05/20
Harbor Freight Tools	Quick coupler & plug	1	\$ 3.99	\$ 3.99	04/05/20
Harbor Freight Tools	HVLP Gravity spray gun	2	\$ 23.99	\$ 47.98	04/05/20
				\$ 351.91	

Harbor Freight Tools	HVLP Gravity spray gun	1	\$	29.99	\$	29.99	04/05/20
Harbor Freight Tools	1/4" Female Steel IND CO	2	\$	3.49	\$	6.98	04/05/20
Holt	Spray Nine (Case 4/1 Gallon)	2	\$	70.00	\$	140.00	04/07/20
Holt	Bleach	1	\$	14.50	\$	14.50	04/07/20
Clear View Enterprises	Coveralls (2X)	2	\$	38.15	\$	76.30	04/07/20
Dollar General Store	Brown Lunch Bags	6	\$	1.13	\$	6.78	04/09/20
Dollar General Store	Storage Bags	3	\$	3.38	\$	10.14	04/09/20
Wicomico County	Hand Sanitizer	10	\$	72.30	\$	723.00	04/17/20
Gardiner Signs	Cloth face masks	200	\$	2.50	\$	500.00	04/20/20
Clear View Enterprises	Coveralls (3X)	2	\$	30.00	\$	60.00	04/21/20
					\$	1,567.69	
Clear View Enterprises	Coveralls (3X)	2	\$	30.00	\$	60.00	04/28/20
Clear View Enterprises  Clear View Enterprises	Coveralis (3X)	2	\$	30.00	۶ \$	60.00	04/28/20
Clear View Enterprises  Clear View Enterprises	Coveralis (5X)  Coveralis (L)	2	\$	38.00	۶ \$	76.00	05/04/20
Clear View Enterprises  Clear View Enterprises	Coveralis (L) Coveralis (XL)	1	\$ \$	37.00	۶ \$	37.00	05/04/20
Clear View Enterprises  Clear View Enterprises	Coveralis (AL)	2	\$	38.15	\$	76.30	05/04/20
Safco Dental	Cavicide wipes	12	\$	15.95	\$	191.40	05/04/20
Safco Dental	Cavicide wipes  Cavicide (1-gallon)	5	\$	34.95	\$	174.75	05/07/20
Parsonsburg VFD	Isolation gowns	160	\$	34.33	\$	520.00	05/07/20
Parsonsburg VFD	Isolation gowns	600	\$	3.25	\$	1,950.00	05/14/20
r arsonsburg vi D	isolation gowns	000	Ų	3.23	\$	3,145.45	03/14/20
					Y	3,173.73	
Municipal Emergency Services	Isolation gowns	12	\$	111.50	\$	1,338.00	06/04/20
	Shipping cost	1	\$	20.00	\$	20.00	06/04/20
Bound Tree	Cavicide (1-gallon)	4	\$	38.99	\$	155.96	06/11/20
					\$	1,513.96	
			Gr	and Total	\$	9,001.04	

(10500-546016-XXXXX) by \$109,246.82

50

51					
52	BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of				
53	its final passage.				
54					
55	THIS ORDINANCE was introduced and read at a meeting of the Council of the City of				
56	Salisbury held on this day of, 2020, and thereafter, a statement of				
57	Salisbury held on this day of, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the				
58	Council on the day of, 2020.				
59					
60	A TUPE CUP.				
61 62	ATTEST:				
63					
64					
65					
66	Kimberly R. Nichols, John R. Heath, President				
67	City Clerk Salisbury City Council				
68					
69					
70	APPROVED BY ME THIS day of, 2020.				
71					
72 73					
73 74					
7 <del>4</del> 75	Julia Glanz, City Administrator,				
76	for and at the direction of Jacob R. Day, Mayor				
77	101 and at the direction of successive Day, mayor				



## **MEMORANDUM**

**To:** Julia Glanz, City Administrator

**From:** John W. Tull, Fire Chief

**Subject:** Budget Amendment – COVID-19 Expenses

**Date:** September 16, 2020

As you are aware, the Wicomico County Health Department (WiCHD) received a direct allocation of funds through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for COVID-19 related expenditures. Under the CARES Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed. As a result of this available funding, the City expects to receive reimbursement from the WiCHD in the amount of \$36,416 for COVID-19 related expenditures.

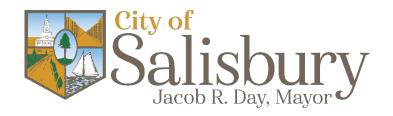
Attached you will find an Ordinance requesting the approval of a budget amendment to the FY2020 grant fund for the purpose of accepting funds from the Wicomico County Health Department.

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

<b>Contract Work Summary Records</b>		
Finance	\$	500.00
Fire	\$	4,820.66
Total	\$	5,320.66
Material Summary Record Expenses		
Procurement	\$	9,563.33
Water Works (3)	\$	3,289.92
DID	\$	1,472.86
Finance	\$	555.00
HCDD	\$ \$ \$ \$ \$	127.47
Field Ops (3)	\$	2,262.29
SPD (3)	\$	68,319.01
SFD (7)	\$	9,001.04
Total	\$	94,590.92
Force Account Equipment Summary		
Field Ops	\$	630.16
Fire	\$	8,930.06
Total	\$	9,560.22
Force Account Labor Summary		
Water Works	\$	4,770.87
Police	\$	1,196.26
Fire	\$	30,223.50
Total	\$	36,190.63
Grand Totals	\$	145,662.43
FEMA Cost Share	ċ	109,246.82
Wicomico County (CARES Act)	\$ \$	36,415.61
WICOIIICO COUITTY (CANES ACT)	۶ \$	145,662.43
	Ş	145,002.43

1		ORDINANCE NO
2 3 4 5 6 7 8	ENTER INTO A CONTRACT THE PURPOSE OF ACCEPT APPROVE A BUDGET AMI	THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO WITH THE WICOMICO COUNTY HEALTH DEPARTMENT FOR ING GRANT FUNDS IN THE AMOUNT OF \$36,415.61, AND TO ENDMENT TO THE FY 2020 GRANT FUND TO APPROPRIATE TING COVID-19 EXPENSES.
9 10	WHEREAS, the City of to the COVID-19 pandemic; an	Salisbury incurred substantial expenses preparing for and responding d
11 12 13 14 15		nico County Health Department (WiCHD) received a direct allocation rus Aid, Relief, and Economic Security (CARES) Act for COVID-19
16 17 18		xpects to receive reimbursement from the WiCHD in the amount of ed expenditures as reflected in the attached Exhibit; and
19 20 21		the Salisbury City Charter prohibits the City from entering into a liture not appropriated or authorized by the City Council; and
22 23 24 25		ions necessary to execute the purpose of this grant must be made upon ayor and the approval of four-fifths of the Council of the City of
26 27 28 29 30	SALISBURY, MARYLAND,	BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THAT Mayor Jacob R. Day is hereby authorized to enter into a grant County Health Department (WiCHD) to accept grant funds in the
31 32 33	BE IT FURTHER ORI hereby is amended as follows:	DAINED that the City's Fiscal Year 2020 Grant Fund Budget be and
34 35 36 37	(10500–427901–XX 2) Increase SFD Medi	County Health Department Revenue account (XXXX) by \$36,415.61 cal Expense account (XXXX) by \$36,415.61
38 39 40	BE IT FURTHER ORD its final passage.	AINED that this Ordinance shall take effect from and after the date of
41 42 43 44 45 46	Salisbury held on this the substance of the Ordinance Council on the day of	vas introduced and read at a meeting of the Council of the City of day of, 2020, and thereafter, a statement of having been published as required by law, was finally passed by the, 2020.
47 48 49	ATTEST:	
50	Kimberly R. Nichols	John R. Heath, President

51 52	City Clerk	Salisbury City Council
53 54 55	APPROVED BY ME THIS day of	, 2020.
56 57 58 59	Julia Glanz, City Administrator for and at the direction of Jacob R. Day, Mayor	



## **MEMORANDUM**

**To:** Julia Glanz, City Administrator

**From:** John W. Tull, Fire Chief

**Subject:** Municipal Code Revision Chapter 8.11 – The Fire Prevention Code

**Date:** September 17, 2020

Attached you will find an ordinance to amend the Salisbury Municipal Code Chapter 8.11 – The Fire Prevention Code. The ongoing application, administration and periodic review of this Code has identified several areas where revisions are needed. Below are the requested changes:

- Section 0.20 (B.6) Adding specific list of permit requirements
  - o Installation, modification, or removal from service of any private fire hydrants
  - o Fireworks displays
  - o To store, transport on site, dispense, use, or handle hazardous materials
- Section 0.20 (C) Eliminating reference to the International Building Code
- Section 0.40 (A) Eliminating reference to Housing and Community Development
- Section 0.60 Adding timeframe requirement for submitting Third Party Inspections If you should have any changes or concerns, please do not hesitate to contact me.

2		
3		AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND CHAPTER 8.11 –
4	TH	E FIRE PREVENTION CODE, SECTIONS .020, .040, AND .060 OF THE CITY OF
5	SA	LISBURY MUNICIPAL CODE BY ADDING NEW PERMITS THAT ARE REQUIRED
6	TO	BE OBTAINED FROM THE FIRE MARSHAL, REMOVING THE REFERENCE TO THE
7	IN	TERNATIONAL BUILDING CODE, REMOVING HOUSING AND COMMUNITY
8	DE	VELOPMENT IN 8.11.040 AND ESTABLISHING A TIMEFRAME FOR SUBMITTING
9	INS	SPECTIONS IN 8.11.060 WITH THIRD-PARTY INSPECTION REQUIREMENTS.
10		
11		WHEREAS, the ongoing application, administration and enforcement of the City of
12	Sal	isbury Municipal Code demonstrates the need for periodic review, evaluation and
13	am	endment; and
14		
15		WHEREAS, the City of Salisbury adopts the State Fire Prevention Code with local
16	am	endments; and
17		
18		WHEREAS, the City of Salisbury desires to establish and list the specific permits
19	req	uired from the Fire Marshal's Office; and
20		
21		WHEREAS, the City of Salisbury desires to collect all third party inspection reports
22	thro	ough a vendor system data collection company within fifteen (15) days of the inspection date.
23		
24		NOW, THERFORE, be it enacted and ordained by the City of Salisbury, that Chapter
25		1 - THE FIRE PREVENTION CODE, sections .020, .040 and .060, of the City of Salisbury
26	Mu	nicipal Code are hereby amended as follows:
27		
28	Cha	apter 8.11 - THE FIRE PREVENTION CODE
29		
30	8.1	1.020 - Amendments to the State Fire Prevention Code.
31		
32	A.	The National Fire Protection Association Life Safety Code 101 as referenced, amended, and
33		promulgated by the State Fire Prevention Commission is adopted by the City with the
34		following local amendments.
35		
36		1. Fire prevention fees shall be established by resolution of the City Council.
37	_	
38	В.	The National Fire Protections Association Fire Code 1 as referenced, amended, and
39		promulgated by the State Fire Prevention Commission is adopted by the City with the
40		following local amendments:
41		
42		1. The board of appeals shall be the building board of adjustments and appeals.
43		
44		2. Any person who fails to comply with the provisions of the Code or who fails to carry

out an order made pursuant to this Code or violates any condition attached to a permit,

ORDINANCE No.

1

45

approval, or certificate may be subject to a municipal infraction not to exceed five 46 47 hundred dollars (\$500.00) each day the violation continues. 48 49 Failure to comply with the time limits of an abatement notice or other corrective notice 50 issued by the authority having jurisdiction (AHJ) may result in municipal infractions not 51 to exceed five hundred dollars (\$500.00) for each day the violations/s continues and the 52 jurisdiction AHJ shall have authority as provided by law to evacuate, vacate and order 53 such building or structure to be closed to the public. 54 55 Include Annex E: Fire Fighter Safety Building Marking System, with local 56 amendments. 57 58 Local amendments to Annex  $\mathbf{F}$  *E* are: 59 60 Add E. 1.3.6.1. The following letters shall be used to indicate special hazards assigned to the center of the Maltese cross: 61 62 "F" — Floor hazard 63 A) "R" — Roof hazard 64 B) "W" — Wall hazard 65 C) "H" — Holes in structure D) 66 67 E) "S" — Stairs compromised 68 F) "M" — Maze like, confusing layout 69 70 ii. Add E. 1.3.6.2. Where the AHJ determines the conditions to be severe 71 enough to limit all operational activity to a defensive mode only, a red "X" 72 shall be placed through the center section of the Maltese cross. 73 74 5. Replace Subsection '10.10.1 Permits.' with 10.10.1 Open Burning Prohibited. Open 75 burning, other than cooking and recreational fires compliant with the provisions of this Code, is prohibited. 76 77 78 6. Permits from the Fire Marshal are required for the following: 79 Installation/Modification of fire alarm and detection systems; a. 80 Installation/Modification of sprinkler or water spray systems; b. Installation/Modification of standpipe systems; 81 c. Installation/Modification fire pumps; 82 d. 83 Installation/Modification of water storage tanks for fire protection; e. Installation/Modification of gaseous and chemical extinguishing systems; 84 f. Installation/Modification of foam systems; 85 g. Installation/Modification of smoke control systems; 86 h. Installation/Modification of flammable and combustible liquid storage tanks; 87 i. Installation/modification of emergency generators for fire protection systems. 88 į. 89 *Installation, modification, or removal from service of any private fire hydrants;* 90 Fireworks displays; and

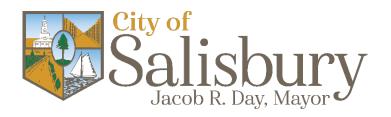
To store, transport on site, dispense, use, or handle hazardous materials.

91

m.

92		
93	C. The International Building (	Code is incorporated by reference, and is adopted with
94	state and local amendments.	
95		
96	8.11.040 - Inspections.	
97		
98	A. To the fullest extent permitte	ed by law, the Fire Department and the Housing and
99	Community Development Dep	partment shall have the authority is authorized to enter and
100	examine, at all reasonable time	s, any building, structure, marine vessel, vehicle or premises
101	for the purpose of making fire s	afety inspections.
102		
103	Exception: One and two fam	ily dwelling units.
104		
105	B. Personnel responsible for adn	ninistering and enforcing this code shall be trained to a
106	minimum level of Fire Inspecto	r I in accordance with the National Fire Protection Code.
107	_	
108	C. Personnel will periodically insp	ect all buildings and structures as herein set forth in this code
109	on a schedule derived from life	safety and fire risk assessment.
110		•
111	8.11.060 Third-Party Inspections	
112	· -	
113	A report of all third party ins	spections required by this code shall be submitted to the Fire
114	Marshal's office for review, within t	fifteen (15) days of the inspection date. A third-party or
115	vendor system data collection agenc	y/company may be utilized for the collection of completed
116	third-party inspection reports and as	sociated collection filing fees.
117		
118	Explanation:	
119	-	
120	* Italicized and underlined pri	nt indicates material added to existing law.
121	Bold and strikethrough lan	guage indicates material deleted from the existing law.
122		
123	AND BE IT FURTHER	ORDAINED AND ENACTED BY THE CITY OF
124	SALISBURY, MARYLAND, that t	his ordinance shall take effect immediately upon adoption.
125		
126	THIS ORDINANCE was in	troduced and read at a meeting of the Council of the City of
127		f 2020, and thereafter, a statement of
128	the substance of the Ordinance havi	ing been published as required by law, was finally passed by
129	the Council on the day o	
130		
131	ATTEST:	
132		
133		
134	Kimberly R. Nichols	John R. Heath
135	CITY CLERK	PRESIDENT, City Council
136		·
137		

138 139	APPROVED BY ME THIS day of, 2	020
139 140 141	Julia Glanz, City Administrator	
142	for and at the direction of Jacob R. Day, Mayor	



## **MEMORANDUM**

**To:** Julia Glanz, City Administrator

**From:** John W. Tull, Fire Chief

**Subject:** Ordinance to amend FY21 Fee Schedule

**Date:** September 17, 2020

Attached you will find an ordinance to amend the FY2021 Fee Schedule. As you aware, The Fire Department has submitted an ordinance to amend the Salisbury Municipal Code Chapter 8.11 – The Fire Prevention Code. This amendment revised Section .020 (B6) and included the permitting requirements for the plan review and associated inspections of any firework displays. In order to accomplish this, the Fire Department is requesting that the FY2021 Fee Schedule be amended to include a \$250 inspection fee.

If you should have any changes or concerns, please do not hesitate to contact me.

	ORDINANCE No
,	AN ODDINANCE OF THE CITY OF GALIGRIDA TO AMEND THE FEL
	AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND THE FEE SCHEDULE FOR FY 2021.
, )	WHEREAS, Ordinance No. 2595 set fees for FY2021; and
)	WHEREAS, Ordinance No amended Chapter 8.11 – The Fire Prevention Code Section .020 to include permit requirements for the plan review and associated inspections of any fireworks displays; and
	WHEREAS, the Fire Department desires to establish fees for the plan review and associated inspections of any fireworks displays; and
, )	WHEREAS, the Fire Department recommends that the attached fee schedule be added to Ordinance No. 2595 so the fees may be collected in FY 2021.
)	NOW, THEREFORE, be it enacted and ordained by the City of Salisbury, that the feed amounts included in the attached Exhibit 1 – Amended FY 2021 Fee Schedule – are adopted by the City of Salisbury and the amounts set forth therein shall supersede the prior corresponding fee amounts prescribed in the Salisbury Municipal Code until one or more of the said fees are subsequently amended.
,	AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND, that the Ordinance shall take effect upon final passage.
	THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this day of 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, City Council
) )	APPROVED BY ME THIS day of, 2020
	Julia Glanz, City Administrator for and at the direction of Jacob R. Day, Mayor

## 47 Exhibit 1 – Amended FY 2021 Fee Schedule

Fire Prevention Fees (by the Fire Department)						
<u>Display Fireworks</u>						
Fireworks Display - Includes plan review and associated	<u>\$250</u>					
inspections for any fireworks show.						