



CITY OF SALISBURY CITY COUNCIL AGENDA

NOVEMBER 9, 2020

6:00 p.m.

ZOOM MEETING

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS
- 6:02 p.m. SILENT MEDITATION
- 6:03 p.m. PRESENTATION – City Administrator Julia Glanz
- Lynching Memorial Task Force
- PROCLAMATIONS – City Administrator Julia Glanz
- National Runaway Prevention Month
 - Municipal Government Works Month
- 6:28 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:29 p.m. CONSENT AGENDA - City Clerk Kimberly Nichols
- October 19, 2020 Work Session Minutes
 - October 19, 2020 Closed Session Minutes (separate email)
 - October 26, 2020 Legislative Session Minutes
 - **Resolution No. 3072**- approving the reappointment of Brenden Frederick to the Historic District Commission for the term ending October 2023
 - **Resolution No. 3073**- approving the reappointment of Dr. Alexander Pope to the Bicycle & Pedestrian Advisory Committee for the term ending November 2023
 - **Resolution No. 3074**- approving the appointment of Dominique Sessa to the Parks & Recreation Committee for the term ending November 2023
- 6:34 p.m. AWARD OF BIDS – Procurement Director Jennifer Miller
- Department of Field Operations – Misc. Vehicles & Equipment
- 6:39 p.m. RESOLUTIONS – City Administrator Julia Glanz
- **Resolution No. 3075**- to amend the bylaws of the Human Rights Advisory Committee to change the committee's membership requirements and terms
 - **Resolution No. 3065**- proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury to be known as the "Hall Drive – Long Property Annexation"

- **Resolution No. 3066**- to adopt an annexation plan for a certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury to be known as the “Hall Drive – Long Property Annexation”

6:49 p.m. ORDINANCES - City Attorney Mark Tilghman

- **Ordinance No. 2626**- 2nd reading- to authorize the Mayor to enter into a contract with the Wicomico County Health Department for the purpose of accepting grant funds in the amount of \$24,951.28, and to approve a budget amendment to the FY 2021 Grant Fund to appropriate these funds for the purchase of two (2) commercial grade washer/extractors and dryers
- **Ordinance No. 2627**- 2nd reading- authorizing the Mayor to enter into a Memorandum of Understanding with the Wicomico County Health Department and approving a budget amendment of the FY 2021 General Fund Budget to appropriate funds received from the Wicomico County Health Department in the amount of \$7,500.00
- **Ordinance No. 2628**- 2nd reading- approving a budget amendment of the Grant Fund to appropriate funds to operate the Salisbury-Wicomico Firstcare Team (SWIFT)
- **Ordinance No. 2629**- 1st reading- to authorize the Mayor to sign the grant agreements, to accept two grants in the total sum of \$155,565.60 from the Maryland Department of Transportation (MDOT) Maryland Bikeways Program for the design of the Rail Trail, Phase 1 and West College Avenue Bikeway Projects, and to approve an amendment of the FY21 Budget to allocate said funds for purposes of implementation
- **Ordinance No. 2630**- 1st reading- approving a budget amendment of the FY21 General Fund Budget to appropriate insurance proceeds received in FY21 as part of the payment for vehicle repair

7:10 p.m. PUBLIC COMMENTS

7:15 p.m. COUNCIL COMMENTS

7:20 p.m. ADJOURNMENT

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

NEXT COUNCIL MEETING – NOVEMBER 23, 2020

- **Ordinance No. 2629**- 2nd reading- to authorize the Mayor to sign the grant agreements, to accept two grants in the total sum of \$155,565.60 from the Maryland Department of Transportation (MDOT) Maryland Bikeways Program for the design of the Rail Trail, Phase 1 and West College Avenue Bikeway Projects, and to approve an amendment of the FY21 Budget to allocate said funds for purposes of implementation
- **Ordinance No. 2630**- 2nd reading- approving a budget amendment of the FY21 General Fund Budget to appropriate insurance proceeds received in FY21 as part of the payment for vehicle repair

Join Zoom Meeting

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

Meeting ID: 536 277 2908

One tap mobile

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+13126266799,,5362772908# US (Chicago)

+19292056099,,5362772908# US (New York)

Posted 11/5/20

CITY OF SALISBURY
WORK SESSION (VIA ZOOM MEETING)
OCTOBER 19, 2020

Public Officials Present

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

Council Vice President Muir Boda
Councilwoman Michele Gregory

Public Officials Absent

Mayor Jacob R. Day

In Attendance

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Department of Infrastructure & Development (DID) Director Amanda Pollack, Fire Chief John Tull, Finance Director Keith Cordrey, City Attorney Mark Tilghman, and City Clerk Kimberly Nichols.

On October 19, 2020 the Salisbury City Council convened in a Work Session at 4:30 p.m. via Zoom. The following is a synopsis of the topics discussed:

Faith Baptist Church Annexation Agreement amendment

DID Director Amanda Pollack reported the City received a request from the First Baptist Church to modify their annexation agreement, dated December 18, 2006 and finalized in 2007, with terms not currently included in the City’s annexation agreements. The City had one similar request on the Hobbs Road annexation property recently where they sought to remove some of the more outdated terms of their annexation agreement. The request was pulled earlier in the Spring, but at that time, Council had approved moving forward with the amendment. Ms. Pollack said there were two assessment fees on a per unit basis for residential development not consistent with the City’s current agreements, as fees were now based on the size of the property and the financial impacts. The annexation agreement also included the concept development plan, which has now changed. The church wanted to market the property and wished to have a different concept included. The amendment was preliminary and DID had not begun negotiating before receiving Council’s feedback on negotiating a new agreement. Ms. Pollack requested permission from Council to proceed and return to Work Session at a later date.

Pastor Robert Reinhert reported the property was under contract with a developer in 2007 but the development prospects dwindled. They were doing what they could to market the property and asked the Council to consider the conditions Ms. Pollack explained. Once there was a buyer for the property, the buyer would submit the concept plan.

Council reached unanimous consensus to move forward with the annexation agreement amendment.

Budget Amendment to accept a grant for \$24,951 from the Wicomico County Health Department (WiCHD)

22
23 Fire Chief John Tull reported the WiCHD received a direct allocation of funds through the
24 Federal Coronavirus Relief Fund designed to help support Emergency Medical Response
25 expenses including emergency medical transportation related to COVID-19. The Fire
26 Department requested to purchase commercial grade washer extractors and dryers for two of the
27 City's fire stations. The request was approved by the WiCHD at a total cost of \$24,951.28.

28
29 Council reached unanimous consensus (4-0) to advance the legislation. President Heath was
30 experiencing technical difficulties and asked Mr. Boda to preside over the meeting.

31
32 **Budget Amendment to accept a grant for \$7,500 from the Wicomico County Health**
33 **Department to purchase emergency medical supplies and equipment for the Safe Station**
34

35 Chief Tull reported the budget amendment was a continuation of services provided by the Fire
36 Department over the past year. The WiCHD received funding from Mid-Shore Behavior Health
37 for a Safe Station program. The Fire Department partnered with the Health Department and
38 agreed to provide non-emergent medical checks to all individuals that entered the Safe Station,
39 and would receive \$2,500 on a quarterly basis over the next three quarters. The funds from the
40 program would be used to purchase additional medical supplies and equipment.

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42 Council reached unanimous consensus (4-0) to advance the legislation to legislative session.
43 President Heath was still disconnected and Mr. Boda continued to conduct the meeting.

44
45 **Budget Amendment to accept a grant for \$4,600 from the Wicomico County Health**
46 **Department to operate the Salisbury-Wicomico Firstcare Team (SWIFT Team)**
47

48 Chief Tull discussed the budget amendment for additional SWIFT funding. Over the past several
49 years, the City received grant funding from the Maryland Community Health Resources
50 Commission (CHRC) which was awarded to the County, and the City was a subrecipient of the
51 funds. In FY2018, the CHRC awarded the WiCHD \$90,000 and had previously sub-granted
52 \$81,920 to the City of Salisbury. The County had additional money previously earmarked for the
53 City in the amount of \$4,600. Chief Tull requested approval to accept the funds for SWIFT.

54
55 Council reached unanimous consensus to advance the budget amendment to legislative agenda.

56
57 **New Development Incentive program**
58

59 Deputy City Administrator Andy Kitzrow presented a PowerPoint on a tax incentive program
60 called HORIZON ("Hotel or Residential Incentive Zone"). He discussed the City's Enterprise
61 Zone, RISE Zone, PILOTS (Payment in Lieu of Taxes), and TIFs (Tax Incremental Financing).
62 He explained HORIZON was a tax credit program that would incentivize large scale hotel or
63 multi-family residential development in the Central Business District and Riverfront
64 Redevelopment District. There were seven (7) projects in the pipeline or development stage
65 located within the proposed HORIZON district, including "The Ross" on Main Street, Salisbury
66 Town Center, Marina Landing, Downtown Lofts, 500 Riverside, SBY Market Center, and Lot
67 10. The projects would represent an increase in assessed value of \$75 million and over 750 new
68 people living in the downtown corridor.

Mr. Kitzrow explained the four (4) following reasons for creating a tax credit program that focused on residential, multi-family in Downtown:

1. Due to an expected challenging recovery from the Pandemic, an influx of people residing downtown would have a significant positive impact on retail and restaurant businesses located downtown and help with short- and long-term economic recovery.
2. The program would continue to support the Envision Salisbury Master Plan, adopted in 2016, which was to promote Downtown as the epicenter for continued growth in the City.
3. A strategic goal in the FY21 Budget was for a strong economy. HORIZON would incentivize business ownership, improve support for current business owners and prioritize quality-of-life for residents to make the City attractive to businesses and their employees.
4. When infill construction is done into an existing community, it helps redevelopment to allow the density crucial to development.

Mr. Kitzrow discussed reasons for the 25-year term and term summary and explained the average tax credit over the 25-year term would be a 56% credit.

Ms. Jackson said she noticed most of the area was around the waterfront, and did not see Fitzwater Street in the area. She asked what would happen to displaced people in the neighborhood when development began. City Administrator Julia Glanz said it was drawn down the middle of the street with no houses, and there would be no displaced people. The tool would speed up development, and went hand in glove with the City's Housing and Community Development efforts. A realtor would help with redeveloping some of the lots the City purchased in the Fitzwater neighborhood.

Ms. Blake asked if it might be beneficial to give Habitat for Humanity (Habitat) a tax credit. The span of time from purchase of property to the time to sell it is typically a four (4) year period. The County was not open to providing a tax credit, and she was unaware whether the City did in the past. She stated two benefits of giving Habitat or Salisbury Neighborhood Housing Service (SNHS) tax credits for when they prepared a home for sale. One was that they could rehab and sell it quicker because funds for taxes could go back into rehabbing the property. Another benefit was that it incentivized homeownership, clean-up, and rehabbing some of the homes in the area around the big developments. Not only would it be more esthetically pleasing, but it could compliment residential and commercial simultaneously.

Ms. Gregory shared Ms. Jackson's concerns and concurred with Ms. Blake's ideas. She asked how many of the homes on the other side of Fitzwater Street were homeowner occupied and how many were rentals. Mr. Kitzrow said there were 12 – 15 homeowner occupied homes in the Hill Street area out of 300 properties. Ms. Gregory was concerned that landlords would raise rents without actually improving the property.

President Heath thought the project had very little impact on the Hill Street area homes. The City should work to raise the property values of the other homes, but that discussion had to be separate. Ms. Jackson supported redeveloping the area, but would not support it if she did not know what would happen to her constituents living there. Ms. Glanz reported the only two

properties on Fitzwater Street that would be impacted had already been approved by Council to be sold , which were Marina Landing and Lot 30.

Finance Director Keith Cordrey reported the Finance Department could easily administrate the HORIZON program. The rates were very aggressive and it would reinforce the City's objectives.

President Heath asked if the Year 1 to 5 of the Term Summary was a 100% tax credit on the incremental tax, not the base tax, and Mr. Kitzrow said it was. President Heath said that then the base taxes would be collected as is so that there would be no loss of tax revenue on the City's side until we got to the end, at which time we would then have the benefit of all the taxes coming on. Mr. Kitzrow concurred with President Heath.

Four developers and builders provided the following comments:

1. When seeking property Downtown to build "The Ross," he wanted to create a landmark property and be in line with the Salisbury Master Plan. "The Ross" would house 300 residents, have a public rooftop café, and employ 30 – 100 construction workers daily during its construction. In order for future development to take place, significant amounts of capital needed to be raised. The projects proposed on Lot 1, Lot 10, Lot 16, 500 Riverside, and The Ross, and others, would cost millions of dollars. If looking at \$100,000,000 in development, and with the best-case scenario banks lent 60% - 70% of that value, then \$30 million in equity had to be attracted. The capital providers had no borders on where to invest and looked for the highest risk adjusted to return available in market. Salisbury and Wicomico County were competing against the other big markets in the nation, and many had those types of incentives involved already.
2. In doing "The Ross," he called upon over 350 financial institutions, family offices and private investors to look at projects in Salisbury. The most common response he received was the returns were not high enough. That was the reason why projects had extended timelines and some were cancelled. This needed addressing and HORIZON would help.
3. A community restaurant owner liked the simplicity of the HORIZON program and the incentives it would bring to help Downtown boom.
4. With the added challenges of COVID-19 in the City and nation, the HORIZON program was a critical incentive to attract the necessary capital to develop projects downtown.
5. The developer for Lots 1 and 11 was happy to see Council working on these issues. The rates were low, and market value had returned. HORIZON would be a very attractive incentive to his company to provide market rate housing. It was an honor being part of a project conceived in the early 1960's. HORIZON would make it a reality.
6. The program was targeting exactly as it should on the long term. There were many tax incentive programs that end in ten (10) years and the beauty HORIZONS was that it passed the ten (10) year threshold. This was necessary in attracting the kind of capital to build these jobs. He endorsed any action taken on this program by the City Council.
7. There was a legitimate concern about ensuring the projects worked well with local neighborhoods. The good thing was most of the projects were not near housing, with the exception of Fitzwater. The program would spur new development not just Downtown.
8. Downtown needed foot traffic which would come from apartments. Building vertical would create the density needed to spur retail.

Council reached consensus to place a homeownership incentive discussion on an upcoming Work Session agenda and to move forward with the HORIZON program. Ms. Jackson did not wish to move forward with the HORIZON program until she had the answers to her questions.

Motion to convene in Closed Session

At 5:38 p.m. President Heath called for a motion to convene in Closed Session to consult with counsel to obtain legal advice on a legal matter and to consult with staff, consultants, or other individuals about pending or potential litigation in accordance with the Annotated Code of Maryland §3-305(b)(7)(8).

Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to enter into Closed Session.

Reconvene in Open Session / Report to Public

At 6:00 p.m., upon a motion and seconded by Mr. Boda and Ms. Gregory, respectively, and approved by unanimous vote in favor, the Closed Session adjourned. Council convened in Open Session whereby President Heath reported that while in Closed Session Council had received an update on litigation and discussed pending litigation.

Adjournment

With no further business to discuss, the Open Session immediately adjourned.

City Clerk

Council President

CITY OF SALISBURY, MARYLAND

REGULAR MEETING (VIA ZOOM MEETING)

OCTOBER 26, 2020

PUBLIC OFFICIALS PRESENT

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

*Council Vice-President Muir Boda
Councilwoman Michele Gregory*

PUBLIC OFFICIALS ABSENT

*Mayor Jacob R. Day
Councilwoman April Jackson*

IN ATTENDANCE

Deputy City Administrator Andy Kitzrow, Department of Infrastructure & Development Director Amanda Pollack, City Planner Anne Roane, Eastern Shore Crisis Response Services (ESCRS) Executive Director Tina Marie Brown, ESCRS Clinical Coordinator Allison Hunter Jacobs, ESCRS CIT Coordinator Brandy James, City Attorney Mark Tilghman, City Clerk Kimberly Nichols, members of the press and public.

CITY INVOCATION – PLEDGE OF ALLEGIANCE

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

Eastern Shore Crisis Response Services (ESCRS) – presented by Executive Director Tina Marie Brown

ESCRS Executive Director Tina Marie Brown provided a PowerPoint presentation on the services the organization provides. The following is a recap of the presentation:

ESCRS serves eight (8) counties and is funded by state grants with no costs to consumers. The volunteer service operates 24 hours a day, 365 days per year. As a result of COVID-19, they offer a tele health response in addition to traditional response.

Typical cases include individuals with chronic mental health issues, those experiencing severe depression and/or suicidal thoughts, substance abuse and psychotic issues, assisting law enforcement with emergencies, death notifications and support, critical incident debriefings, situational crisis, and well checks and transitional support. Tasks provided by the ESCRS include responding to the consumer in their setting, stabilizing the situation, completing a mental health assessment, referring and linking to other vital services, and providing follow-up.

Wicomico County had 492 dispatches in FY20, and 23% of all new dispatches were for Wicomico. They had 36 referrals from Law Enforcement, and 2965 consumer follow-up calls.

Mobile Crisis's average response time is 14 minutes, and they had an 80% diversion rate from hospital emergency. Ms. Brown also discussed how ESCRS partnered with law enforcement.

ADOPTION OF LEGISLATIVE AGENDA

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

CONSENT AGENDA – presented by City Clerk Kimberly Nichols

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

- **October 12, 2020 Legislative Session Minutes**
- **Resolution No. 3071**- approving the appointment of Kevin Tyler Anderson to the Human Rights Advisory Committee for term ending October 2024

AWARD OF BIDS – presented by Procurement Director Jennifer Miller

The Award of Bids, consisting of the following, was unanimously approved on a motion and seconded by Ms. Blake and Mr. Boda, respectively:

- ITB 21-102, Various Water Treatment Chemicals \$781,000.00 est.
- ITB 21-104, Rehabilitation of Park Wells 7B and 15A \$136,986.00

PUBLIC HEARING – presented by City Attorney Mark Tilghman

- **Ordinance No. 2619**- 2nd reading- amending Section 17.212.030, to add warehouses or storage facilities as a permitted use in shopping centers

Mr. Boda moved and Ms. Blake seconded to approve Ordinance No. 2619 for second reading.

After Mr. Tilghman presented Ordinance No. 2619, President Heath announced the Public Hearing was opened at 6:33 p.m., and as there were no requests to speak, the Public Hearing was immediately closed.

Ordinance No. 2619 for second reading was unanimously approved on a 4-0 vote. President Heath announced the text amendment would become effective on November 5, 2020.

ORDINANCES – presented by City Attorney Mark Tilghman

- **Ordinance No. 2621**- 2nd reading- accepting donated funds from members of the community for various community betterment projects and amending the FY2021 Budget to appropriate these donated funds for those projects

Ms. Blake moved, Mr. Boda seconded, and the vote was unanimous to approve Ordinance No. 2621 for second reading.

- **Ordinance No. 2622**- 2nd reading- to authorize the Mayor to enter into a contract with the Federal Emergency Management Agency for the purpose of accepting grant funds in the amount of \$109,028.69, and to approve a budget amendment to the FY 2020 Grant Fund to appropriate these funds for offsetting COVID-19 expenses

Mr. Boda moved and Ms. Gregory seconded to approve Ordinance No. 2622 for second reading.

Ms. Blake moved to amend Ordinance No. 2622 by striking \$109,246 and inserting \$109,028.69 on Line 43. Ms. Gregory seconded, and the amendment was unanimously approved.

Ordinance No. 2622 for second reading, as amended, was unanimously approved on a 4-0 vote.

- **Ordinance No. 2623**- 2nd reading- to authorize the Mayor to enter into a contract with the Wicomico County Health Department for the purpose of accepting grant funds in the amount of \$36,342.90, and to approve a budget amendment to the FY 2020 Grant Fund to appropriate these funds for offsetting COVID-19 expenses

Mr. Boda moved, Ms. Blake seconded, and the vote was unanimous to approve Ordinance No. 2623 for second reading.

- **Ordinance No. 2624**- 2nd reading- to amend Chapter 8.11 – The Fire Prevention Code, Sections .020, .040, and .060 of the City of Salisbury Municipal Code by adding new permits that are required to be obtained from the Fire Marshal, removing the reference to the International Building Code, removing Housing and Community Development in 8.11.040 and establishing a timeframe for submitting inspections in 8.11.060 with third-party inspection requirements

Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous to approve Ordinance No. 2624 for second reading.

- **Ordinance No. 2625**- 2nd reading- to amend the Fee Schedule for FY2021

Ms. Blake moved, Mr. Boda seconded, and the vote was unanimous to approve Ordinance No. 2625 for second reading.

- **Ordinance No. 2626**- 1st reading- to authorize the Mayor to enter into a contract with the Wicomico County Health Department for the purpose of accepting grant funds in

the amount of \$24,951.28, and to approve a budget amendment to the FY 2021 Grant Fund to appropriate these funds for the purchase of two (2) commercial grade washer/extractors and dryers

Mr. Boda moved, Ms. Blake seconded, and the vote was unanimous to approve Ordinance No. 2626 for first reading.

- **Ordinance No. 2627**- 1st reading- authorizing the Mayor to enter into a Memorandum of Understanding with the Wicomico County Health Department and approving a budget amendment of the FY 2021 General Fund Budget to appropriate funds received from the Wicomico County Health Department in the amount of \$7,500.00

Ms. Gregory moved, Ms. Blake seconded, and the vote was unanimous to approve Ordinance No. 2627 for first reading.

- **Ordinance No. 2628**- 1st reading- approving a budget amendment of the Grant Fund to appropriate funds to operate the Salisbury-Wicomico Firstcare Team (SWIFT)

Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous to approve Ordinance No. 2628 for first reading.

PUBLIC COMMENTS

There were no requests for public comments.

COUNCIL COMMENTS

Mr. Boda encouraged everyone to vote, as early voting was at the Wicomico Youth & Civic Center, unless a mail-in ballot was requested. He also asked the public to support their local restaurants and businesses.

Ms. Blake asked everyone to vote and if healthy enough to please donate blood.

Ms. Gregory reminded everyone to vote.

President Heath asked everyone to donate blood if healthy enough, and to wear their masks.

MOTION TO CONVENE IN CLOSED SESSION

At 7:09 p.m. President Heath called for a motion to convene in Closed Session to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter affecting one or more specific individuals in accordance with the Annotated Code of Maryland §3-305(b)(1).

178 *Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to convene in Closed*
179 *Session.*

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181
182 **RECONVENE IN OPEN SESSION / REPORT TO PUBLIC**

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184 *At 7:40 p.m., upon a motion and seconded by Ms. Gregory and Mr. Boda, respectively, and*
185 *approved by unanimous vote in favor, the Closed Session ended.*

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187 *At 4:46 p.m. Council convened in Open Session and President Heath reported that while in*
188 *Closed Session Council had discussed an appointee's evaluation.*

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190 *With no further business to conduct, the Open Session was adjourned.*
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CITY OF SALISBURY, MARYLAND
CLOSED SESSION
OCTOBER 19, 2020

TIME & PLACE: 5:38 p.m., Zoom Meeting of City Council

PURPOSE: To consult with counsel to obtain legal advice on a legal matter; to consult with staff, consultants, or other individuals about pending or potential litigation

VOTE TO CLOSE: Unanimous (5-0)

CITATION: Annotated Code of Maryland §3-305(b)(7)(8)

PRESENT: Council President John “Jack” R. Heath, Council Vice-President Muir Boda, Councilwoman Angela M. Blake, Councilwoman Michele Gregory, Councilwoman April Jackson, City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Department of Infrastructure & Development Director Amanda Pollack, City Attorney Mark Tilghman, City Clerk Kimberly Nichols

ABSENT: Mayor Jacob R. Day

The City Council convened in a Work Session via Zoom Meeting at 4:30 p.m. At 5:38 p.m., President Heath called for a motion to convene in Closed Session as permitted under the Annotated Code of Maryland §3-305(b)(7)(8). Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous (5-0) to convene in Closed Session.

City Attorney Mark Tilghman provided an update on litigation and pending litigation involving the City. DID Director Amanda Pollack provided information on one of the lawsuits.

At 6:00 p.m., Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous (5-0) to end the Closed Session.

Council convened in Open Session at 6:06 p.m. and President Heath reported that Council had received an update on litigation and pending litigation while in Closed Session.

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

City Clerk

Council President



MEMORANDUM

To: Julia Glanz, City Administrator
From: Julie English, Administrative Assistant
Subject: Re-appointment to the Historic District Commission
Date: November 4, 2020

The following member would like to be re-appointed to the Historic District Commission for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Brenden Frederick	October 2023

Attached you will find information from Brenden Frederick and the Resolution necessary for their re-appointment. If approved, I will forward this information to the City Council so it may be placed on their agenda for the next Council meeting. Please let me know if you have any questions.

Attachment



ARCHITECTURE
ENGINEERING

PLANNING OUR
CLIENTS' SUCCESS

October 19, 2020

Mayor Jake Day
Office of the Mayor
125 North Division Street
Room 304
Salisbury, Maryland 21801

Re: **Re-Appointment**
CITY OF SALISBURY HISTORIC DISTRICT COMMISSION
Salisbury, Maryland

Dear Mayor Day:

My current term as Commissioner on the Salisbury Historic District Commission will expire on October 31, 2020. I have thoroughly enjoyed my three terms on the board so far, and would like to continue to serve on this Commission for another term.

I am a licensed Architect and Associate Principal with Becker Morgan Group, Inc., working primarily out of their Salisbury Maryland office, and currently reside at 712 Camden Avenue, Salisbury, Maryland.

I look forward to another term on the Historic District Commission, pending your approval.

Sincerely,

Brenden D. Frederick, AIA, LEED AP
Associate Principal
bfrederick@beckermorgan.com

bdf/apg

BECKER MORGAN GROUP, INC.

PORT EXCHANGE
312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
410.546.9100

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950

THE TOWER AT STAR CAMPUS
100 DISCOVERY BOULEVARD, SUITE 102
NEWARK, DELAWARE 19713
302.369.3700

3333 JAECKLE DRIVE, SUITE 120
WILMINGTON, NORTH CAROLINA 28403
910.341.7600

www.beckermorgan.com

BDF_sbyhd_re-appointment-ltr.doc

Mr. Frederick is an architect with experience in educational, commercial, multi-family, public safety, and healthcare design. He has managed projects from the pre-design thru construction phase. He is a LEED Accredited Professional, was the American Institute of Architects (AIA) Maryland 2017 President and is a Director for the AIA Chesapeake Bay Chapter.

PROJECT EXPERIENCE

Ocean City Convention Center / Expansion & Improvements | Ocean City, Maryland

Lumberton Police Department | Lumberton, North Carolina

Easton Police Department | Easton, Maryland

Arlington County Emergency Communications Center | Arlington, Virginia

Delaware State Police Troop 3 | Kent County, Delaware

Delaware State Police Troop 7 | Lewes, Delaware

Johnson Controls / Middletown Distribution Center | Middletown, Delaware

Datwyler Pharmaceutical | Middletown, Delaware

Laurel High School / Middle School | Laurel, Delaware

William F. Cooke, Jr. Elementary School | Hockessin, Delaware

John Dickinson High School Renovation | Wilmington, Delaware

Milford Central Academy | Milford, Delaware

James M. Bennett High School | Salisbury, Maryland

Pocomoke High School | Pocomoke, Maryland

South Dover Elementary School | Dover, Delaware

Snow Hill High School | Snow Hill, Maryland

Peninsula Regional Medical Center Linear Accelerator | Salisbury, Maryland

Nanticoke Memorial Hospital / Mears Campus Medical Office Building | Seaford, Delaware



EDUCATION

2004:

Bachelor of Architecture, Master of Architecture, Tulane University

REGISTRATIONS & CERTIFICATIONS

Delaware: S5-0008204, 2016

Maryland: 0015772, 2009

N.C.A.R.B.: 67219, 2009

LEED Accredited Professional: 2009

CAREER

Becker Morgan Group, Inc.

Associate Principal, 2018-present

Senior Associate, 2014-2017

Associate, 2011-2013

Architect, 2009-2011

Architectural Designer, 2004-2009

Eisenman Architects

Intern Architect, 2003

COMMUNITY & PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)

AIA Chesapeake Bay Chapter, 2017

Director

AIA Maryland Chapter, 2017 President

Salisbury Historic District Commission

Rotary Club of Wicomico County,

President Elect



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<u>Name</u>	<u>Term Ending</u>
Brenden Frederick	October 2023

ATTEST:

John R. Heath
PRESIDENT, City Council

_____ day of _____, 2020

Julia Glanz, City Administrator, for and at the
direction of Jacob R. Day, Mayor



MEMORANDUM

To: Julia Glanz, City Administrator
From: Julie English, Administrative Assistant
Subject: Re-appointment to the Bicycle & Pedestrian Advisory Committee
Date: November 4, 2020

The following person would like to be re-appointed to the Bicycle and Pedestrian Advisory Committee for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Alexander Pope	November 2023

Attached you will find information from Alexander Pope and the resolution necessary for her re-appointment. If approved, this information will be placed on the agenda for the next Council meeting. Please let me know if you have any questions.

Attachment

cc: Mayor Day

From: [Alexander Pope](#)
To: [Julie English](#)
Subject: Alexander Pope would like to join the Bicycle Pedestrian Advisory Committee.
Date: Monday, November 2, 2020 12:26:19 PM

Name

Alexander Pope

Phone

(512) 517-0192

Email

thefourthpope@mac.com

Address

424 Pinehurst Ave
Salisbury, MD 21801
[Map It](#)

Where would you like to serve?

Bicycle Pedestrian Advisory Committee

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

I am applying to continue my service on B-PAC. I am an avid recreational cyclist and pedestrian, and appreciate the opportunity to help make our City safer.

Please upload a copy of your resume.

- [Pope-CV.pdf](#)

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

CURRICULUM VITAE

Alexander “Sandy” Pope IV, Ph.D.

1101 Camden Ave, Salisbury, MD 21801

axpope@salisbury.edu

(410) 543-6391

EDUCATION

Doctor of Philosophy Teachers College, Columbia University, 2015: Teaching of Social Studies; specialization in civic engagement

Dissertation research: *Opportunities for Civic Engagement: A Study in Five Social Studies Classes*

Master of Arts Texas State University-San Marcos, 2009: Secondary Education; specialization in curriculum and instruction

Thesis research: *First Person Interaction: The Benefits of Field Trip Experiences to Social Studies Education*

Master of Arts Texas State University-San Marcos, 2008: History; specialization in public history

Bachelor of Arts The Colorado College, 2004: History and Philosophy

Thesis research: *On the Benefits of Museums to Public Education*

FACULTY & ADMINISTRATIVE POSITIONS

Salisbury University

Associate Professor, Department of Secondary and Physical Education; 2013 – ongoing

Full-time tenured position teaching 24 credits per academic year. Focus on social studies methodologies and supervision of student teachers. Responsible for overseeing social studies program elements, including advising students and preparing SPA Reports.

Institute for Public Affairs and Civic Engagement, Salisbury University

Director, 2020 – ongoing (Co-Director, with Dr. Sarah Surak, 2015 – 2020)

Direct the daily activities of PACE including supervising PACE staff, developing grant proposals and overseeing funded projects, delivering faculty professional development and student academic programming, and assessing programs. Direct the university’s Center for Civic Reflection (<http://www.salisbury.edu/PACE>).

Maryland Holocaust Educators Network

Co-Director, 2015 – ongoing

With Julia Berg (2020 – ongoing) and Dr. Diana Wagner (2015 – 2019), design and deliver summer professional development programs that grow and maintain a network of K-12 educators interested in holocaust and social justice education (<http://tinyurl.com/mdhen>).

ShoreCorps / AmeriCorps

Project Director, 2016 – ongoing

Direct activities for the ShoreCorps / AmeriCorps program at Salisbury University, including program assessment, training course, budget oversight and grant writing activities, and supervising program staff (<http://www.salisbury.edu/AmeriCorps>).

TEACHING & ADVISING

POST-SECONDARY TEACHER EDUCATION

Salisbury University; 2013 – present

Assistant Professor, Department of Secondary and Physical Education; 2015 – present
(tenured August 15, 2019)

Instructor of Teacher Education (FTTT); 2013 – 2015

Social Studies Program Coordinator

Undergraduate Courses

- EDFN 210: School in a Diverse Society
- EDUC 491: Economics in Secondary Education (independent Study)
- ELED 313: Social Studies Instruction
- ELED 390: Human Geography in the Elementary Classroom (Independent Study)
- ELED 390: Exploring Student Learning Styles (Independent Study)
- ELED 391: Improving Economics Instruction for Elementary Grades (Independent Study)
- ELED 398: Diversity and the Family
- ELED 499: Diversity in the Community
- PACE 211: Civic Engagement: An Introduction for Presidential Citizen Scholars
- PACE 311: Civically Engaged: A Capstone for Presidential Citizen Scholars
- SCED 372: Social Studies and Reading Instruction Methods I
- SCED 472: Social Studies and Reading Instruction Methods II

Graduate Courses

- EDUC 502: Introduction to Research
- EMAT 530: Social Studies and Reading Instruction Methods I
- EMAT 532: Social Studies and Reading Instruction Methods II
- EDCI 720: Diversity in Education (Doctoral)

Field Supervision

- ECED 445/446: Early Childhood Education Internship
- ELED 401/402: Elementary Education Internship
- EMAT 507: Graduate Secondary Education Internship
- SCED 426: Secondary Education Internship

Faculty Review

- Formal review of Dr. Erin Stutelberg, ELA Methods faculty, March 2019
- Formal review of ELED 313 adjunct faculty; October 2013

Hunter College, The City University of New York; 2011 – 2013

Adjunct Lecturer in Curriculum and Instruction

Undergraduate Courses

- QSTA 412: Teaching Social Studies Through Literature, the Arts, and Technology

Graduate Courses

- CEDC 722: Social Studies Curriculum and Instruction: Integrating Literature, the Arts, and Technology
- CEDC 7225 Social Studies Curriculum and Instruction for Diverse Learners

- CEDC 746: Geographic Perspectives: Global and Local in Elementary Education

Field Supervision

- QSTA 301: Social Studies and Literature (Undergraduate)
- CEDC 715: Social Studies and Literature (Graduate)

Teachers College, Columbia University; 2011 – 2012

Adjunct Instructor in Social Studies Education

Graduate Courses

- A&HW 5199: Issues: Using the Past – Primary Source Documents Inside and Out of the Social Studies Classroom
- A&HW 4036: The Teaching of Social Studies
- A&HW 4530: Seminar: Student Teachers-Social Studies

Intern Supervision

- Student Teacher Supervisor

MENTORSHIP

Williams, S. (2019 – ongoing). Dissertation Committee Member, 2nd Reader

Briggs, F. (2017 – 2018). Dissertation Committee Member, 2nd Reader

Research mentorship of graduate research assistant, Doctor of Education; 2014

Project: *Assessing Civic Engagement in the Classroom: Data Collection and Analysis*

Mentorship of graduate research assistant, Institute for Public Affairs and Civic Engagement; 2014 – ongoing

Project: *Civic Engagement Across the Curriculum* research program

ADVISING

Undergraduate Candidates in Secondary Education

Graduate Candidates in Secondary Education

Coordinator, Social Studies minor

ELEMENTARY & SECONDARY TEACHING EXPERIENCE

PS 154, New York, NY; 2012 – 2013

Literacy and Social Studies specialist, 3rd Grade

School for Global Leaders, New York, NY; 2010 – 2012

Social Studies and Service Learning teacher, 6th Grade

PS 92, New York, NY; 2009 – 2010

Literacy and Social Studies specialist, 4th Grade

W.C. Akins High School, Austin, Texas; 2009

10th Grade; varsity tennis coach

OTHER PROFESSIONAL EDUCATION EXPERIENCE

United States Holocaust Memorial Museum; 2018

Holocaust Institute for Teacher Educators fellowship

The Olga Lengyel Institute Holocaust Memorial Library; 2016

The Memorial Library Leadership Institute

Consultant, American Geosciences Institute; 2015

Co-Leader, Belfer First Step: A Workshop for Teaching About the Holocaust for Pre-Service Teachers; 2015

Team member; ADP/TDC Economic Inequality Initiative; 2014 – 2017 (3 year term)

Holocaust Memorial Library; 2014
The Memorial Library Summer Seminar in Holocaust Education fellowship

United States Holocaust Memorial Museum; 2014
Holocaust Institute for Teacher Educators summer fellowship

Teachers College, Columbia University; 2009 – 2011
Teachers College Reading and Math Buddy

Generation Citizen; 2009 – 2013
New York program coordination and evaluation

Bob Bullock Texas State History Museum, Austin, TX; 2007 – 2009
Museum Educator

RESEARCH

RESEARCH INTERESTS:

I am interested in all aspects of civic engagement, particularly the ways in which students and teachers consider themselves active in their communities. My work considers broad ideas of citizenship within, across, and without educational institutions at the K-12 and post-secondary levels.

PUBLICATIONS

Journal Articles

- Pope, A., & Surak, S. (2020). Discipline-oriented citizenship. *eJournal of Public Affairs* 9(2), <http://www.ejournalofpublicaffairs.org/discipline-oriented-citizenship/>.
- Pope, A., & Wagner, D. (2020). Using visual sets to open inquiry on the Holocaust. *THE JOURNAL*, Winter, 19-24.
- Pope, A., & Patterson, T. (2019). “Hi, my name is”: Using music to inform positionality in qualitative research. *Curriculum Teaching and Dialogue*, 21(1/2), 81-95.
- Jain, S., Cohen, A., Kawashima-Ginsberg, K., Duarte, C., & Pope, A. (2019). Civic engagement among youth exposed to community violence: Directions for assets-based research and practice. *Journal of Youth Development*, 14(1), 24-47.
- Cohen, A., Littenberg-Tobias, J., Pope, A., Stolte, L., & Wong, K. (2018) Action civics education and civic outcomes for urban youth: An evaluation of the impact of Generation Citizen. *Citizenship Teaching and Learning*, 13(3) 351-368.
- Pope, A., Cohen, A., & Duarte, C. (2018). Making civic engagement go viral: Applying social epidemiology principles to civic education. *Journal of Public Affairs*, 19(1), 1-10. <https://doi.org/10.1002/pa.1857>.

- Surak, S., & Pope, A. (2016). Engaging the educators: Facilitating civic engagement through faculty development. *Journal of Higher Education Outreach*, 20(3), 140-163.
- Pope, A. (2014). Critical civic consciousness: Exploring the U.S. civic opportunity gap with Giroux and Freire. *Citizenship Teaching and Learning*, 9(3), 241-256.
- Bond, N., & Pope, A. (2013). Advocacy throughout the year: Taking a stand for the profession. *Kappa Delta Pi Record* 49, 64-69.
- Pope, A., & Patterson, T. (2012). Two sides of the megalopolis: Educating for sustainable citizenship. *Journal of Social Studies Education Research*, 3(2).
- Pope, A., Stolte, L., & Cohen, A. (2011). Closing the civic engagement gap: Finding a home for action civics at school. *Social Education* 75(5), 265-268.

Book Chapters - * denotes blind peer reviewed

- * Pope, A., & Kyriacopoulos, K. (2019). Questions lead to action. In J. Hubbard, Ed. *Extending the Ground of Public Confidence: Teaching Civil Liberties in K-16 Social Studies Education*. pp. 323-340. Charlotte, NC: Information Age Publishing.
- Pope, A. (2017). Tracking in schools: Candidates map their placement context. In S.G. Grant, K. Swan, & J. Lee, Eds. *Teaching Social Studies: A Methods Book for Methods Teachers*, pp. 251-257. Charlotte, NC: Information Age Publishing.
- Surak, S., Jensen, C., McCartney, A., & Pope, A. (2017). Teaching faculty to teach civic engagement: Interdisciplinary models to facilitate pedagogical success. In E. Matto, A. McCartney, E. Bennion, & D. Simpson, Eds. *Teaching Civic Engagement Across the Disciplines*, pp. 231-247. APSA Publications.

Book Reviews

- Pope, A. (2017). [Review of the book *Pushout: The criminalization of Black girls in schools*. By M. Morris]. *The Educational Forum*, 81, 1-2. DOI: 10.1080/00131725.2107.1280764
- Pope, A. (2014). [Review of the book *Finding joy in teaching students of diverse backgrounds: Culturally responsive and socially just practices in U.S. classrooms*. By S. Nieto]. *Kappa Delta Pi Record*, 50, 143. DOI: 10.1080/00228958.2014.931161

Other Formats

- Bond, N., Dagenais, R., Bolton, M., Cook, M., Gaffney, C., Pope, A., Stewart, P., & Sterrett, W. (2014). KDP Public Policy Brief: The future of teaching as a profession. Retrieved from http://kdp.org/aboutkdp/pdf/PP_Brief.pdf
- Pope, A. (2014). Fave Five: Favorite Apps. *New Teacher Advocate* 22(2), 10.
- World Leaders Forum. (2013). *Five boroughs to the world: Inspiring international connections through education*. [Curriculum]. New York: Columbia University.
- Pope, A. (2012). Fort Worth Symphony Orchestra. In L. Jasinski, (Ed.), *The handbook of Texas music, second edition* (pp. 220-221). Denton, TX: Texas State Historical Association.
- Brand, S., Estrada, V., Phelps, P., Pope, A., & Smith, C. (2012). Discussion guide. *A tale of two teachers: Learning to teach over time*. Kappa Delta Pi Connect, July, 2012.
- Pope, A. (2011). Discussion Guide. *Assessment*. Kappa Delta Pi Connect, November, 2011.

Forthcoming – submitted for publication

Fitzgerald, J., Cohen, A., Castro, E., & Pope, A. (2020). A systematic review of the last decade of civic education research in the USA. *Peabody Journal of Education* [Special Issue]. Civic education and civic capacity in public schools: Challenges and opportunities in strengthening democratic practices.

Books – under contract

Lemberg, J., & Pope, A. (2020). *Opportunities and challenges in Holocaust education*. Co-Published by Teacher College Press and National Writing Project.

Forthcoming – in preparation

Pope, A., & Basom, D. (2020). Creating a “continuum of disruption” to analyze limits on First Amendment Rights. In preparation for *Social Education*.

Pope, A., & Surak, S. (2020). *Civic reflection on the college campus*.

EDITORIAL ACTIVITIES

Co-Editor with Dr. Teresa Wojcik, *THE JOURNAL* of the Middle States Council for the Social Studies; 2018 – present

Guest Editor: Cohen, A., Pope, A., & Wong, K. (2021). *Peabody Journal of Education* [Special Issue]. Civic education and civic capacity in public schools: Challenges and opportunities in strengthening democratic practices.

Manuscript Reviewer

Journal of Curriculum Studies, 2015 – ongoing

Educational Researcher; 2013 – ongoing

Journal of Social Studies Education Research; 2012 – ongoing

Kappa Delta Pi Record; 2012 – ongoing

Social Studies Research and Practice; 2012 – ongoing

The Educational Forum; 2013 – ongoing

GRANTS

External Grants Funded (\$2,376,078)

2020 – 2021 American Democracy “Understanding Engagement in Time of Crisis”; \$13,600 (in-kind); Institutional lead

2020 – 2021 AmeriCorps / ShoreCorps Grant; \$505,206; Primary Investigator

2020 – 2021 Causality Brand Grant; \$35,000 (in-kind); Institutional lead

2020 – 2021 Re-envisioning Ethics Access and Community Humanities (R.E.A.C.H.) Initiative @ Salisbury University: Integrating Community and Curricular Ethics; National Endowment for the Humanities; \$35,000; Faculty Advisory Board

2019 – 2020 AmeriCorps / ShoreCorps Grant; \$519,453; Primary Investigator

2018 – 2019 AmeriCorps / ShoreCorps Grant; \$411,256; Primary Investigator

2018 Holocaust Educators Network Satellite Seminar Grant; \$14,000; Primary Investigator

2017 – 2018 AmeriCorps / ShoreCorps Grant; \$378,737; Primary Investigator

2017 – 2018 Maryland Geographic Alliance grant for Geographic Student Impact Studies; \$54,114; Primary Investigator
2017 Holocaust Educators Network Satellite Seminar Grant; \$13,000; Primary Investigator
2016 – 2017 AmeriCorps / ShoreCorps/PALS Grant; \$337,245; Primary Investigator
2016 – 2017 Maryland Geographic Alliance grant for geography education; \$3,500; Primary Investigator
2016 Holocaust Educators Network Satellite Seminar Grant; \$13,000; Primary Investigator
2015 Holocaust Educators Network Satellite Seminar Grant; \$13,000; Primary Investigator
2014 – 2015 Library of Congress Teaching with Primary Sources, \$19,783; Primary Investigator
2011 – 2012 Library of Congress Teaching with Primary Sources, \$10,184; Primary Investigator

Internal Grants

2019 – 2020 Faculty Learning Community: The Pedagogy of Civic Reflection; Co-investigator with Dr. Shawn McEntee; \$2,480
2018 Salisbury University Faculty Development Travel Grant; \$400
2018 Salisbury University Libraries Course Enhancement Grant; \$750
2016 – 2017 Salisbury University Diversity Grant; \$700; Primary Investigator
2013 Salisbury University Faculty Development Travel Grant; \$400
2010 – 2011 Teachers College Vice President's Grant for Community and Diversity Initiatives Recipient, \$760

Grants Not Funded

2016 Sharon Abramson Holocaust Research Grant; \$5,280; Primary Investigator
2015 Library of Congress Teaching with Primary Sources: Congressional Civic Participation, \$268,192; Primary Investigator
2014 – 2015 Faculty Research Mini-Grant, \$2,500
2013 Seagull Century Grant for Faculty Travel, \$500
2011 – 2012 Institute for Social and Economic Research and Policy, \$4,891.95; Primary Investigator
2010 – 2011 Teachers College Dean's Grant for Student Research, \$2,000

Grant Reviewer

Library of Congress Teaching with Primary Sources Program; 2015 – ongoing

OTHER RESEARCH EXPERIENCE

Author of Salisbury University's application for The Carnegie Foundation for the Advancement of Teaching Elective Community Engagement Classification; awarded 2020 – 2026

Consultant for community engagement curriculum development; USIEF 21st Century Knowledge Initiative: Community engagement through interactive documentary filmmaking; 2019

Consultant for curriculum development and evaluation; Office of School & Community Partnerships and Columbia University's Global Centers & University Programs World Leaders Forum Outreach Series, 2011 – 2016

Consultant on Spencer Foundation Small Grant: Initiative on Civic Learning and Civic Action; 2011 – 2012

Evaluation and Publications Consultant; Arthur Zankel Urban Fellows Program, 2010-2012

Fundamentals of American History Teaching American History grant: Learning through an Expanded Arts Program, 2009 – 2013

The Core American Project Teaching American History grant: Learning through an Expanded Arts Program, 2009 – 2013

Generation Citizen New York State Evaluation Consultant, 2009 – 2013

Global Learning Collaborative researcher, 2009 – 2011

Manuscript Reviewer

Journal of Curriculum Studies, 2015 – ongoing

Educational Researcher; 2013 – ongoing

Journal of Social Studies Education Research; 2012 – ongoing

Kappa Delta Pi Record; 2012 – ongoing

Social Studies Research and Practice; 2012 – ongoing

The Educational Forum; 2013 – ongoing

Scholarly Presentations - * denotes research conducted with students

Pope, A. (2019). *Continuum of disruption: Student-defined limits on student activism*. Paper presented at the National Council for the Social Studies Annual Conference, Austin, TX.

Pope, A. (2019). *Choropleth maps: The most flexible means of geographic inquiry*. Paper presented at the National Council for the Social Studies Annual Conference, Austin, TX.

Pope, A. (2019). *Reflecting on teacher agency*. Paper presented at the National Council for the Social Studies Annual Conference, Austin, TX.

Pope, A. (2019). *Civic reflection in the curriculum*. Paper presented at the Middle States Council for the Social Studies Annual Conference, King of Prussia, PA.

Surak, S., & Pope, A. (2018). *Civic engagement across the institution: A perspective from the United States*. Paper presented to the Shaping the Future of Europe, Frankfurt, Germany.

Pope, A. (2017). *Teaching my 100-year history*. Paper presented to the 13th Annual International Congress on Qualitative Inquiry, Urbana-Champaign, IL.

Pope, A. (2017). *Public positionality: Exploring researcher stance through musical selections*. Paper presented to the 13th Annual International Congress on Qualitative Inquiry, Urbana-Champaign, IL.

- Pope, A., & Haugen, M. (2017). *Maintaining friendships with football: Crossing state lines for the Texas Longhorns*. Paper presented to the 13th Annual International Congress on Qualitative Inquiry, Urbana-Champaign, IL.
- Pope, A. (2016). *Barriers to civic engagement: Critical readings of community as delegitimizing student engagement*. Paper presented to the College and University Faculty Assembly of the National Council for the Social Studies Annual Conference, Washington, DC.
- Pope, A. (2016). *When should students learn about the Holocaust?* Paper presented to the 12th Annual International Congress on Qualitative Inquiry, Urbana-Champaign, IL.
- Pope, A. (2016). *Defining community through research*. Paper presented to the 12th Annual International Congress on Qualitative Inquiry, Urbana-Champaign, IL.
- Surak, S., Pope, A., & Pereboom, M. (2016). *Innovations in citizenship education: Experiential learning, faculty development and assessment*. Paper presented to the American Democracy Project, Indianapolis, IN.
- Pope, A. & Wagner, D. (2016). *Interactive strategies for teaching the Holocaust*. Paper presented to the Middle States Council for the Social Studies, Annapolis, MD.
- Patterson, T. & Pope, A. (2015). *Designing History Professional Development: Lessons from the TAH Grant Program*. Paper presented to the National Council for the Social Studies, New Orleans, LA
- Pope, A., & Patterson, T. (2015). *Using music to inform researcher positionality statements*. Paper presented to the American Educational Research Association (AERA) Annual Meeting, Chicago, IL.
- Maker, E., Cohen, A., Fitzgerald, J., & Pope, A. (2015). *Effective civics education pedagogy and programs: A systematic review*. Paper presented to the American Educational Research Association (AERA) Annual Meeting, Chicago, IL.
- *Phillips, K. (2015). *Investigating student interests in learning*. Poster presented to Salisbury University Student Research Conference, Salisbury, MD.
- Pope, A. (2015). *Service learning in elementary education*. Salisbury University Teaching & Learning Conference, Salisbury, MD.
- *Pope, A., McFadden, J., & Swiderski, M. (2015). *Using civic engagement to cultivate 21st Century civil society in a university setting*. Paper presented to the Middle States Council for the Social Studies Regional Conference, Gettysburg, PA.
- Patterson, T. & Pope, A. (2015). *Not fully gone: Lessons learned from the Teaching American History grant program*. Paper presented to the Middle States Council for the Social Studies Regional Conference, Gettysburg, PA.
- Surak, S., & Pope, A. (2014). *Educating the educators: Facilitating civic engagement through faculty development*. Paper presented to the American Political Science Association Teaching & Learning Conference, Washington, D.C.
- Pope, A. (2014). *Revising methods courses using C3*. Paper presented to the National Council for the Social Studies (NCSS) Annual Conference, Boston, MA.

- Pope, A., & Patterson, T. (2014). *Content transformation: TAH-G programs and teaching historical diversity*. Paper presented to the Maryland Council for the Social Studies, Shady Grove, MD.
- Pope, A., Surak, S., & Pereboom, M. (2014). *Institutionalizing civic engagement through faculty development*. Paper presented to the American Democracy Project Annual Conference, Louisville, KY.
- Pope, A., & Cohen, A. (2014). *Mapping civic epidemics*. Paper presented to the Center for the Study of Citizenship: Place, (Dis)Place, and Citizenship Conference, Detroit, MI.
- Pope, A., & Clark, S. (2014). *Visual inquiry and C3*. Paper presented to the Middle States Council for the Social Studies Regional Conference, Falls Church, VA.
- Pope, A. (2013). *Actors or directors? Why teachers and students might struggle to describe "civic action."* Paper presented to the College and University Faculty Assembly of the National Council for the Social Studies (NCSS) Annual Conference, St. Louis, MO.
- Pope, A., & Gross, I. (2013). *Promoting historical inquiry with art and popular culture*. Paper presented to the National Council for the Social Studies (NCSS) Annual Conference, St. Louis, MO.
- Pope, A. (2013). *Using digital archives to meet ELA and History Common Core State Standards*. Paper presented to the Kappa Delta Pi Biennial Convocation, Dallas, TX.
- Pope, A. (2013). *Invoking conscientização to address the civic opportunity gap*. Paper presented to the American Educational Research Association (AERA) Annual Meeting, San Francisco, CA.
- Pope, A., & Patterson, T. (2013). *Two programs' use of sustainable citizenship to address environmental poverty in the American northeast*. Paper presented to the American Educational Research Association (AERA) Annual Meeting, San Francisco, CA.
- Pope, A., & Patterson, T. (2013). *Sustainable citizenship: How educational farm visits promote high-quality citizenship*. Paper presented to the Center for the Study of Citizenship: The Meaning of Citizenship Conference, Detroit, MI.
- Pope, A., & Cohen, A. (2013). *A civic epidemic: Reconceptualizing citizenship education*. Paper presented to the Center for the Study of Citizenship: The Meaning of Citizenship Conference, Detroit, MI.
- Cohen, A., Pope, A., Bates, W., & Muennig, P. (2013). *Addressing disparities in civic engagement and health: Identifying areas of overlap*. Paper presented to the 5th Annual Health Disparities Conference at Teachers College, New York, NY.
- Pope, A. (2012). *Critical civic consciousness: A conceptual framework for civic engagement*. Paper presented to the College and University Faculty Assembly of the National Council for the Social Studies (NCSS) Annual Conference, Seattle, WA.
- Patterson, T., & Pope, A. (2012). *Visual sources: Using Library of Congress archives in the classroom*. Paper presented to the National Council for the Social Studies (NCSS) Annual Conference, Seattle, WA.
- Pope, A. (2012). *Conceptions of civic engagement: Three teachers' approaches to active citizenship*. Paper presented to the American Educational Research Association (AERA) Annual Meeting, Vancouver, BC, Canada.

- Stolte, L., Pope, A., Cohen, A., Warren, S., & Allen, J. (2011). *Experiencing government: Pedagogical lessons from Malden High School*. Paper presented to the National Council for the Social Studies (NCSS) Annual Conference, Washington, D.C.
- Pope, A., & Stolte, L. (2011). *How students can impact the community with action civics*. Paper presented to Kappa Delta Pi 48th Biennial Convocation, Indianapolis, IN.
- Pope, A., & Stolte, L. (2011). *Finding and working with like-minded colleagues*. Paper presented to Kappa Delta Pi 48th Biennial Convocation, Indianapolis, IN.
- Cohen, A., Pope, A., Stolte, L., Warren, S. (2011). *Inciting civic imagination through action: Generation Citizen*. Paper presented to the American Educational Research Association (AERA) Annual Meeting, New Orleans, LA.
- Pope, A. (2011). *Building community through Texas history: Learning on a field trip to the Bob Bullock Texas State History Museum*. Paper presented to the National Council on Public History Annual Meeting, Pensacola, FL.
- Pope, A. (2011). *From family farm to community education: A working model*. Paper presented to the National Council on Public History Annual Meeting, Pensacola, FL.
- Pope, A. (2011). *Educating for the next generation of active citizens*. Paper presented to the Center for the Study of Citizenship: Bodies and Citizenship Conference, Detroit, MI.
- Patterson, T., & Pope, A. (2010). *Educating for sustainable citizenship: Two sides of the Megalopolis*. Paper presented to the College and University Faculty Assembly of the National Council for the Social Studies (NCSS) Annual Conference, Denver, CO.
- Pope, A. & Patterson, T. (2010). *Sustainability and civics: Promoting education through farm field trips*. Paper presented to the National Council for the Social Studies (NCSS) Annual Conference, Denver, CO.
- Shuttleworth, J., Pope, A., & Wylie, S. (2010). *Sustainability in the social studies: Implications of research for practice*. Paper presented to the National Council for the Social Studies (NCSS) Annual Conference, Denver, CO.
- Pope, A. (2010). *Learning on a field trip to the Bob Bullock Texas State History Museum*. Paper presented to the History Educators International Research Network (HEIRNET) Annual International Meeting, New York City, NY.
- Pope, A. (2007). *Developing confidence using cooperative learning groups and hands-on activities for mixed-language ability students*. Paper presented to Kappa Delta Pi 46th Biennial Convocation, Louisville, KY.

Other Presentations

- Pope, A. (2018). *New NCSS teacher prep standards*. Presentation at Middle States Council for the Social Studies, Falls Church, VA.
- Pope, A. (2016). *What methods looks like today*. Presentation at Howard County Professional Day, Howard County, MD.
- Pope, A., Wojcik, T., Abbott, S., Snyder, R., & Brown, B. (2016). *Ask the experts: How do I get my first teaching job?* Panel presentation at the Middle States Council for the Social Studies, Annapolis, MD.

- Cairn, R., Pope, A., & Schramm, R. (2013). *Primary sources: At the heart of the Common Core State Standards*. Webinar presented for the Library of Congress Teaching with Primary Sources program.
- Pope, A. (2013). *Reaching standards through community resources*. Workshop presentation to Place-based Learning & Common Core Conference, Teaching the Hudson Valley Institute, Hyde Park, NY.
- Bond, N., & Pope, A. (2012). *Public policy webinar part II: Effective advocacy*. Webinar presented for Kappa Delta Pi, international honor society in education.
- Pope, A. (2010). *Harlem AIDS Blanket*. Project presented at School and Community Partnerships Conference, Teachers College, Columbia University.
- Pope, A. (2010). *Thinking Beyond Borders*. Project presented to Kappa Chapter of Kappa Delta Pi, Teachers College, Columbia University.

Other Conference Participation

- Chair and Moderator, 13th Annual International Congress on Qualitative Inquiry, Urbana-Champaign, IL.
- Pope, A. (2015). Panel Chair. *Civic engagement at Salisbury University: Reflections from faculty experiences*. Salisbury University Teaching & Learning Conference, Salisbury, MD.
- Invited Participant, *Center for the Future of Education*, Kappa Delta Pi Biennial Convocation, Dallas, TX; 2013
- Moderator, *Higher Education Focus Group*. Kappa Delta Pi Biennial Convocation, Dallas, TX; 2013
- Moderator, *Civic Education*. Center for the Study of Citizenship: The Meaning of Citizenship Conference, Detroit, Michigan; 2013
- Reviewer, National Council for the Social Studies; Seattle, WA; December 2012
- Reviewer, College & University Faculty Assembly: Graduate Student Forum; Seattle, WA; 2012
- Reviewer, National Council for the Social Studies; Washington, DC; 2011
- Reviewer, College & University Faculty Assembly, Washington, DC; 2011
- Reviewer, Kappa Delta Pi Centennial Conference: Leadership Through Service; 2011
- Moderator, *International environmental education*. Presentation moderator at Teachers College, Columbia University, 2010.
- Moderator, *Teachers and the Law*. Kappa Delta Pi presentation at St. Edward's University, Austin, TX, 2008.

PROFESSIONAL MEMBERSHIPS

- Kappa Delta Pi, Member and chapter counselor
- National Council for the Social Studies, Member
- College and University Faculty Assembly of NCSS, Member

Middle States Council for the Social Studies, Member
Maryland Council for the Social Studies, Member
Pi Gamma Mu, Member

AWARDS

2019 Honor Award, Middle States Council for Social Studies
2018 Wilson H. Elkins Professorship, University System of Maryland, with Dr. Sarah Surak
2015 – 2016 Outstanding Liaison Award
Salisbury University
2014 – 2015 Literacy Alive! gold medal award
Kappa Delta Pi, International honor society in education
2014 – 2015 Phoenix Award for Chapter Improvement
Kappa Delta Pi, International honor society in education
2012 Morton D. Flaum Scholarship
Teachers College, Columbia University
2011-2012 Teachers College Supplemental Scholarship
Teachers College, Columbia University
2011 Outstanding Service Award
Teachers College, Columbia University
2010-2011 Arts & Humanities Departmental Supplemental Scholarship
Teachers College, Columbia University
2009-2010 AmeriCorps Fellow: Harlem AIDS Blanket project co-director
Institute for Urban and Minority Education
2009 ACE Award Recipient, 47th Kappa Delta Pi Biennial Convocation
2007 ACE Award Recipient, 46th Kappa Delta Pi Biennial Convocation
2007 Associated Student Government Scholarship, Texas State University-San Marcos

SERVICE

SERVICE TO THE DEPARTMENT OF SECONDARY AND PHYSICAL EDUCATION

Director, Graduate Programs and Master of Arts in Teaching; 2019 – 2020
Member, HOPE/LLC Committee; 2018 – ongoing
Counselor, Rho Eta chapter of Kappa Delta Pi at Salisbury University; 2013 – 2020
Member, Seidel Curriculum Committee; 2016 – 2017
Member, Restructuring Education Workgroup; 2016

SERVICE TO THE DEPARTMENT OF TEACHER EDUCATION

Member, Elementary Education Curriculum Committee; 2013 – 2016

Member, Learning Living Communities Committee; 2013 – 2016
Member, Student Dispositions Committee; 2013 – 2016
Mentor, ELED 313 Adjunct; 2015 – 2016
Chair, Teacher Education Tenure Track Social Studies Education Search Committee; Spring 2016
Member, Teacher Education Tenure Track Science Education Search Committee; Fall 2015
Member, Teacher Education Full-Time Lecturer Search Committee; Spring 2014
Assisted with developing new faculty peer review form; 2013

SERVICE TO THE SEIDEL SCHOOL OF EDUCATION & PROFESSIONAL STUDIES

Member, Secondary / PK-12 Planning Committee; 2014 – ongoing
Member, Seidel / CHHS Diversity Interest Group; 2015 – ongoing
Chair; 2017 – 2018
Member, Faculty Senate; 2017 – 2019 (two-year term)
Secretary, Faculty Senate; 2018 – 2019
Member, Graduate Programs Committee; 2013 – 2017
Member, Education Doctorate Program Policy Committee; 2013 – 2014, 2015 – 2016
Member, Ed.D. Assistant Professor Search Committee; Spring 2016
Member, Ed.D. Associate Professor Search Committee; Fall 2015
Member, Teacher Education 4-Credit Program Committee; 2014 – 2015
Member, Salisbury University Children's and Young Adult Literature Festival;
2013 – 2015

SERVICE TO THE UNIVERSITY

Faculty Member, President's Student Advisory Council; 2020 – ongoing
Chair, Government Relations Committee; 2020 – 2022 (three-year term)
Social Studies minor coordinator; 2013 – ongoing
Member, University System of Maryland Civic Engagement Workgroup – Carnegie Foundation's Classification for Community Engagement; 2018 – ongoing
Member, SU Provost Search Committee; 2018
Member, Maryland History Day / SU Steering Committee; 2014 – 2017
Member, President's Advisory Board on Diversity and Inclusion; 2014 – 2017 (three-year term)
Counselor, Maryland Gamma chapter of Pi Gamma Mu at Salisbury University;
2015 – 2017
Member, MD-SOAR Advisory Committee; 2015

Member, Middle States Accreditation Committee
Chair, working group on Fostering Community; 2014 – 2015
Member, Undergraduate Curriculum Committee; 2014 – 2015 (one-year term)
Member, New Faculty Orientation Committee; 2014 – 2015
Professional development viewing and discussion of *Teach*; November 2013
Teachers College, Columbia University; 2010 – 2012
Student Conduct Committee member

SERVICE TO THE PROFESSION

Board Member, Maryland Council for the Social Studies; 2014 – ongoing
Past-President; 2020 – 2022 (two-year term)
President; 2018 – 2020 (two-year term)
President-Elect; 2016 – 2017 (two-year term)
Member, Maryland State Department of Education Social Studies Pre-Service Preparation Working Group; 2016 – ongoing
Reviewer, Library of Congress Teaching with Primary Sources grant; 2015 – ongoing
Member, Maryland Geographic Alliance steering committee; 2015 – ongoing
Member, University System of Maryland Working Group on Civic Engagement; 2018 – 2020
Member, KDP National Public Policy & Advocacy Committee
Leadership Team; 2015 – 2016
Chair; 2014 – 2015
Outreach sub-committee chair; 2011 – 2013
Executive Council member-at-large representative, Kappa Delta Pi; 2010 – 2012
President, Kappa Chapter, Teachers College, Columbia University; 2009 – 2011
President, Eta Zeta Chapter, Texas State University-San Marcos; 2006 – 2009

SERVICE TO THE COMMUNITY

Member, City of Salisbury Bicycle-Pedestrian Advisory Committee; 2017 – 2021 (four-year term)
Consultant, Teackle Mansion & Somerset County Historical Society; 2013
W!SE Quality of Life, scholarship judge; 2010, 2011, 2013
Judge, Generation Citizen *Civics Day*; 2012
Selection Committee, 2010-2011 Arthur Zankel Urban Fellows Program
Generation Citizen partnership, Kappa chapter, Kappa Delta Pi; 2009 – 2012
Better World Books partnership, Kappa chapter, Kappa Delta Pi; 2009 – 2012
Reading Is Fun! Service Project, Eta Zeta chapter, Kappa Delta Pi; 2007 – 2008
HEB Excellence in Education, Essay Judge; 2007

UNIVERSITY PARTICIPATION

Freshman Open House, 2015, 2016, 2018, 2019

New Student Reader discussion leader, 2015

University Analysis, Reporting, & Assessment content review and alignment

History general education assessment, 2015

Social Responsibility assessment, 2015

Admitted Student Day, 2015

Transfer Student Summer Orientation, 2015

Admitted students recruiting calls, 4 calls 2015

Seidel Open House, 2014

Winter and Spring Graduation

Fall Commencement

PROFESSIONAL SKILLS

Social Studies 8-12 Composite Certification; State of Texas; 2009 – 2014

Spanish, Tested Proficient at the Academic Reading Level on 2/8/13 by the Department of
Latin American and Iberian Cultures at Columbia University

References available upon request

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<u>Name</u>	<u>Term Ending</u>
Alexander Pope	November 2023

ATTEST:

John R. Heath
PRESIDENT, City Council

_____ day of _____, 2020

Julia Glanz, City Administrator, for and at the
direction of Jacob R. Day, Mayor



MEMORANDUM

To: Julia Glanz, City Administrator
From: Julie English, Administrative Assistant III
Subject: Appointment to the Parks and Recreation Committee
Date: November 4, 2020

The following person has applied for appointment to the Parks and Recreation Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Dominique Sessa	November 2023

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

Attachment

Kim Nichols

From: Dominique Sessa <noreplysby@gmail.com>
Sent: Wednesday, September 30, 2020 12:41 AM
To: Julie English
Subject: Dominique Sessa would like to join the Parks & Recreation Committee.

Name
Dominique Sessa
Phone
(484) 632-4945
Email
dominiquesessa@icloud.com
Address
1416 Beckford Ct Salisbury, MD 21804 Map It
Where would you like to serve?
Parks & Recreation Committee
Why would you like to serve on this board/commission?
<p>To whom it may concern,</p> <p>I would love to serve to help foster a better quality of life for those with disabilities in Salisbury, to encourage accessibility, to help support our underserved communities (i.e. acknowledge more content that could be linguistic friendly and or how some of our community is affected by financial disparity), and to bring my unique background of volunteerism to the Committee. As a woman with a disability, I think my unique background could help foster a better concept of accessibility to our parks!</p> <p>I have attached a Cover letter in the resume as well.</p>
Please upload a copy of your resume.
<ul style="list-style-type: none">Dominique-Sessa-Resume-Parks-and-Rec.pdf

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

DOMINIQUE SESSA

484-632-4945
dominiquesessa@icloud.com

1416 Beckford Ct
Salisbury, MD
21804

Summary

I have background in local community work, volunteerism, and advocacy work. My disability and local community work are both central to my life. Some of my most helpful skill-sets have been utilizing digital platforms to foster knowledge on accessibility and being familiarized with local organizing. Seeking to apply my volunteerism skill-sets and advocacy work to this Committee.

Relevant Experience

The Girl in the Pink Wheelchair — 2012

I founded this for disabled women and girls to share their voices, stories etc. Through this platform, I've been able to share my own writing, fundraisers for those in the disabled community, and make content that's relevant to issues affecting disabled people. I founded this organization because I believe that issues affecting disabled women are especially important. As someone with a physical disability and dependent on a mobility aid, I find it immensely important for there to be positive advocates and platforms.

Delmarva COVID-19 Crafters & Volunteers — 2020

In March of 2020, I created a PPE local grassroots organization after We are now the largest PPE Drive on the Eastern Shore. We're also a regional affiliate of "Get Us PPE (*the largest PPE org*)" and a regional affiliate of Open Source Medical Supplies.

Vulnerable Population Taskforce — 2020

I have been an active member of Salisbury's Vulnerable Population Taskforce since its creations. Some of the things that I have worked with on the Taskforce have been supplying PPE, using some of my graphic design skills, and fostering conversation that fosters an intersectional definition of "accessible."

Skills

Familiarized with using accessible language on digital media; i.e. Image Descriptions, proficient with digital resources such as social media and graphic design, intermediate level of Italian, creative, organized

1 **RESOLUTION NO. 3074**

2
3 BE IT RESOLVED, by the Council of the City of Salisbury, Maryland that the
4 following individual is appointed to the City Parks & Recreation Committee for the term
5 ending as indicated.

6
7

<u>Name</u>	<u>Term Ending</u>
Dominique Sessa	November 2023

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

13
14 ATTEST:

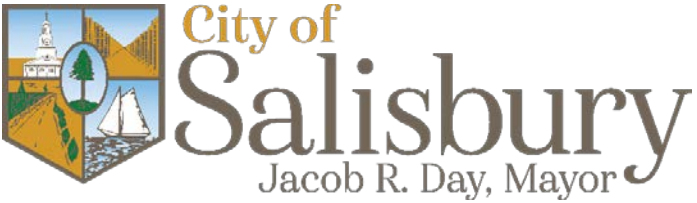
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17 _____
18 Kimberly R. Nichols
19 CITY CLERK

John R. Heath
PRESIDENT, City Council

20
21
22 APPROVED BY ME THIS

23
24 _____ day of _____, 2020

25
26
27 _____
28 Julia Glanz, City Administrator, for and at the
29 direction of Jacob R. Day, Mayor



COUNCIL AGENDA – Department of Procurement

November 9, 2020

Declaration of Surplus

1. Department of Field Operations - Misc. Vehicles & Equipment



City of Salisbury

Jacob R. Day, Mayor

To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: November 9, 2020
Subject: Declaration of Surplus
Vehicles and Equipment

The Department of Procurement received a request from the Department of Field Operations to declare 4 vehicles and 33 various items as surplus. These items have been surpassed their useful life, are in poor condition, or the costs to bring them back to an operable condition could exceed their current value. Known identification information is included on the attachment for each item where possible. Additional details are in the departmental memo.

Upon declaration of surplus, as approved by Council, the Department of Procurement will attempt to sell the items via an auction sale. If unsellable through an auction service, they will be sold locally as salvage.



MEMORANDUM

To: Jennifer Miller, Director, Department of Procurement
From: Tom Stevenson, Director, Department of Field Operations
Subject: Surplus Vehicles and Equipment
Date: October 27, 2020

Over the past several years the Department of Public Works (DPW) and/or Field Operations (DFO) have decommissioned several vehicles and equipment. While of some value, all have far exceeded their useful life. Through several budget cycles most if not all of them were replaced with like-kind units.

Although it would have been prudent, the items were not immediately recommended for surplus. Nevertheless, we have accumulated a substantial number of items on campus and would like to move forward with removing them. A listing of the items is attached for your examination.

As you know, per the City of Salisbury Charter, Article XVI/SC16-8, upon a favorable recommendation from the Director of Procurement, obsolete or unused city property which is listed on the city's capital assets inventory shall be sold or otherwise disposed of with approval from the Council.

Charter/Code language provided for convenience:

Surplus, obsolete or unused city property listed on the city's capital assets inventory shall be sold or otherwise disposed of only upon recommendation of the Director of Procurement and after approval of the Council. If saleable, such property shall be sold for the city's account by the Department of Procurement, subject to the applicable provisions of this Article as to competitive bidding; but if not saleable may be abandoned, destroyed or otherwise disposed of.

Considering a good portion of the items were stored at the Service Center before the Department of Field Operations was created in July of 2018, I respectfully request some leeway with regard to providing the customary accompanying information. In particular, some instances it will be difficult to assign a value to the article.

VEHICLES AND LARGE EQUIPMENT

[illegible]

SMALL EQUIPMENT

DESCRIPTION	YEAR	MAKE	MODEL	SERIAL #	CONDITION	MILES/HOURS	ID NO.	ENGINE
Mosquito Sprayer	Unknown	Unknown	Unknown	50431	End of Useful Life	N/A	Not Assigned	Gas
Paint Sprayer	Unknown	Honda	5.5 hp	BA3426	End of Useful Life	N/A	Not Assigned	Gas
Sump Pump 3" w/ Engine	Unknown	Wacker/Honda	4 hp	5159539	End of Useful Life	N/A	Not Assigned	Gas
Plate Tamper	Unknown	Wacker	Unknown	5069266	End of Useful Life	N/A	Not Assigned	N/A
Zero Steer Mower, 72", Number 1	Unknown	Toro	Ground Master	61240	End of Useful Life	N/A	PM-8	Gas
Zero Steer Mower, 72", Number 1	Unknown	Toro	Ground Master	260000275	End of Useful Life	N/A	PM-12	Gas
Cozy Cab	Unknown	Toro	Unknown	876	End of Useful Life	N/A	Not Assigned	N/A
International Generator	Unknown	International	Unknown	N/A	End of Useful Life	N/A	Not Assigned	Gas
Green Generator	Unknown	Unknown	Unknown	N/A	End of Useful Life	N/A	Not Assigned	Gas
Jumping Jack Tamp	Unknown	Bobcat/Honda	BR-72/GX 120	LD0019	End of Useful Life	N/A	Not Assigned	Gas
Portable Generator TG2	Unknown	Briggs & Stratten	01654	1010013229	Working	N/A	Not Assigned	
Portable Generator TG3	Unknown	Briggs & Stratten	01654	1010013231	Working	N/A	Not Assigned	
Portable Generator TG4	Unknown	Briggs & Stratten	01654	1010013230	Working	N/A	Not Assigned	
Portable Generator TG5	Unknown	Briggs & Stratten	01654	1010013255	Working	N/A	Not Assigned	
Portable Generator TG6	Unknown	Briggs & Stratten	01654	1010013254	Working	N/A	Not Assigned	
Portable Generator TG7	Unknown	Briggs & Stratten	01654	1010013282	Working	N/A	Not Assigned	
Portable Generator TG11	Unknown	Briggs & Stratten	01654	1010013251	Working	N/A	Not Assigned	
Portable Generator TG12	Unknown	Briggs & Stratten	01654	1010013250	Working	N/A	Not Assigned	
Portable Generator TG13	Unknown	Briggs & Stratten	01654	1010013161	Working	N/A	Not Assigned	
Portable Generator TG14	Unknown	Briggs & Stratten	01654	1010013160	Working	N/A	Not Assigned	
Portable Generator TG15	Unknown	Briggs & Stratten	01654	1010013264	Working	N/A	Not Assigned	
Portable Generator TG16	Unknown	Briggs & Stratten	01654	1010013167	Working	N/A	Not Assigned	
Portable Generator TG17	Unknown	Briggs & Stratten	01654	1010013266	Working	N/A	Not Assigned	
Portable Generator TG19	Unknown	Briggs & Stratten	01654	1011889892	Working	N/A	Not Assigned	
Portable Generator TG20	Unknown	Briggs & Stratten	01654	1011889939	Working	N/A	Not Assigned	
Portable Generator TG21	Unknown	Briggs & Stratten	01654	1009659402	Working	N/A	Not Assigned	
Portable Generator TG24	Unknown	Briggs & Stratten	01654	1011889937	Working	N/A	Not Assigned	
Portable Generator TG25	Unknown	Briggs & Stratten	01654	1011889938	Working	N/A	Not Assigned	
Portable Generator TG27	Unknown	Briggs & Stratten	01654	1011889942	Working	N/A	Not Assigned	
Pick-up Truck Bed Tool Box, 57"x19" Includes keys		Tractor Supply			Functional	N/A	Not Assigned	
Tamp	Unknown	Mikasa Sangyo	60L	U 7089	End of Useful Life	N/A	Not Assigned	
Pavement Marking Grinder	Unknown	Edco	TLR7-11H	1686	End of Useful Life	N/A	Not Assigned	
Motorized Tape Line Applicator	Unknown	Unknown	Unknown	Unknown	Missing Parts	N/A	Not Assigned	



MEMORANDUM

To: Julia Glanz, City Administrator
From: Laura Baasland, Department of Water Works Program Specialist
Subject: Amending the Bylaws of the Human Rights Advisory Committee
Date: November 4, 2020

At the last meeting of the Human Rights Advisory Committee on September 17, 2020, the committee unanimously carried a motion to amend the committee's bylaws, and is recommending that the Mayor's Office approve these amendments and send them to City Council for adoption.

The first proposed amendment is that section 1.a – Membership remove the requirement to have “at least one (1) high school student” and change it to read “at least one (1) youth representative aged 16-24 years.” This requirement to have at least one high school student appointed to the committee was put in place with the intention of ensuring that the youth voice would be represented on the committee. However, it has proven impractical to specifically require that the member be a high school student, and the committee has been unable to fulfill this particular membership requirement, so the position has remained vacant. The committee is confident that by lifting the requirement of having one member that is a high school student and instead changing the bylaws to require one youth representative, that it will have more success in finding a candidate to fill the position while still retaining the original intent of the provision.

Secondly, the committee proposes that section 1.a – Membership also remove the clause that reads “members shall serve staggered terms of four (4) years; eight (8) members will serve four (4) year terms beginning and ending in even years, and seven (7) members will serve four (4) year terms beginning and ending in odd years. If a member resigns from the committee in the middle of a term, their replacement will serve the remaining length of the resigning member's term.” Instead, the committee would like this clause to be replaced with “Members shall serve two (2) year terms.” The committee feels that it is in its own best interest to shorten the terms of its members in order to keep membership revolving to best ensure the flow of fresh ideas and input. Shorter term lengths will also potentially allow for more community members to serve on the committee and therefore for wider community representation to be had. Lastly, the committee feels that by simplifying the term requirements, membership will be easier to manager from a practical standpoint, especially considering this a large committee, reaching thirteen (13) members at full capacity.

Attached you will find a copy of City Resolution No. 2653, which established the Human Rights Advisory Committee and its original bylaws, as well as a draft resolution to bring before City Council. I am happy to answer any questions you may have about the committee's proposed amendments to its bylaws.

Attachment

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WHEREAS, on August 10, 2016 the Mayor and Council of the City of Salisbury adopted Resolution No. 2653 creating the Human Rights Advisory Committee; and

WHEREAS, the membership of the Human Rights Advisory Committee would be enhanced by lifting the requirement to retain a high school student as a representative and instead change that clause to require a person aged 16-24 years be a member of the committee, thus allowing the Committee to more readily fill that position while still ensuring that youth voices are represented; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland that the bylaws of Human Rights Advisory Committee be amended to reflect the changes to section 1.a – Membership as follows:

a. The Human Rights Advisory Committee (“the Committee”) shall consist of thirteen (13) members. The Members shall be authorized and appointed by the Mayor and approved by the Council. The membership shall include at least two (2) representatives of racial or national minorities; at least two (2) representatives from the LGBTQ+ community; at least one (1) **high school student representative aged 16-24 years**; and at least two (2) members of local religious organizations. Members shall serve **staggered** terms of **four**two (42) years, ~~eight (8) members will serve four (4) year terms beginning and ending in even years, and seven (7) members will serve four (4) year terms beginning and ending in odd years. If a member resigns from the committee in the middle of a term, their replacement will serve the remaining length of the resigning member’s term.~~ at which point the member may choose whether to apply for a subsequent term.

1 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the
2 City of Salisbury, Maryland held on November ___, 2020 and is to become effective
3 immediately.

4
5 ATTEST:

6
7 _____
8 Kimberly R. Nichols
9 CITY CLERK


John R. Heath
PRESIDENT, City Council

10
11 APPROVED BY ME THIS

12
13 ___ day of November, 2020

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16 _____
17 Julia Glanz, City Administrator for and
18 at the direction of Jacob R. Day, Mayor

MEMO

To: Amanda Pollack, Director Infrastructure & Development
From: William T Holland 
Date: 10/15/2020
Re: Hall Drive – Long Property Annexation

Attached is the annexation package for the Hall Drive – Long Property Annexation, including Resolutions 3065 and 3066. Please have this scheduled for the November 2nd City Council Work Session for their review of the annexation agreement and fiscal impact memo. .

December 27, 2019

Subject: Annexation Request - Parcel(s) # 208 / 67

Donald S. Long
12 Church St.
Lewes, DE. 19958
(302) 236.4218

David A. Long
25567 Brookside Drive
Seaford, DE. 19973

Dear Sir/Madam:

We request annexation of Parcels 208 and 67 located in Wicomico County at the corner of South Division Street and Hall Drive. The parcels are contiguous with the City of Salisbury corporate area and represent 1.0587 +/- acres in total site area. Annexation of these parcels will allow for future connection to municipal services.

Please find enclosed the annexation plat and concept development plan, and a check for the annexation fee.

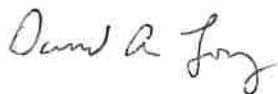
Please let us know if you have any questions.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Donald S. Long".

Donald S. Long

A handwritten signature in cursive script that reads "David A. Long".

David A. Long

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 208

67

Map # 48

SIGNATURE (S)

Donald S. Long

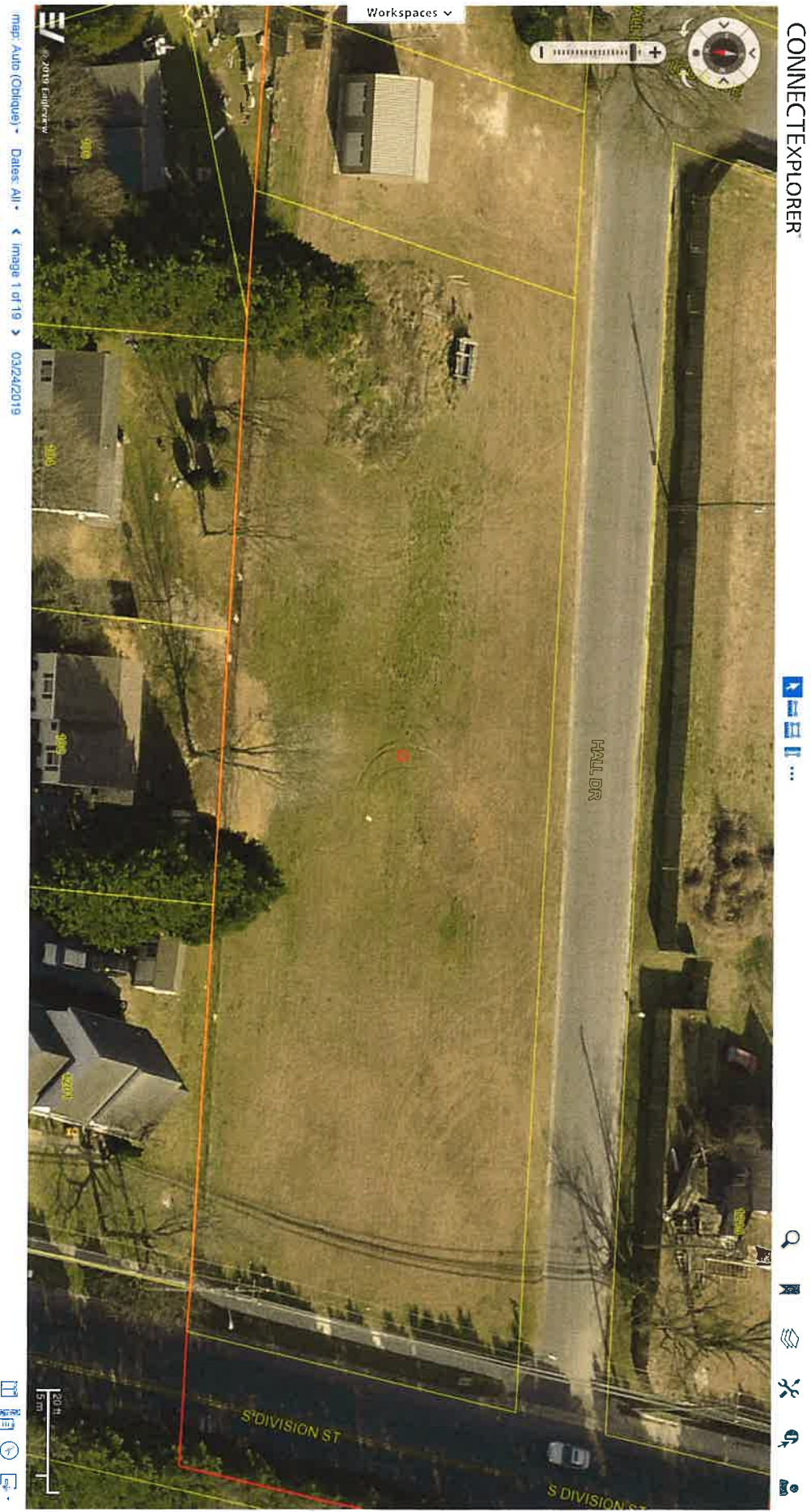
12/20/19
Date

David A. Long

12/27/19
Date

Date

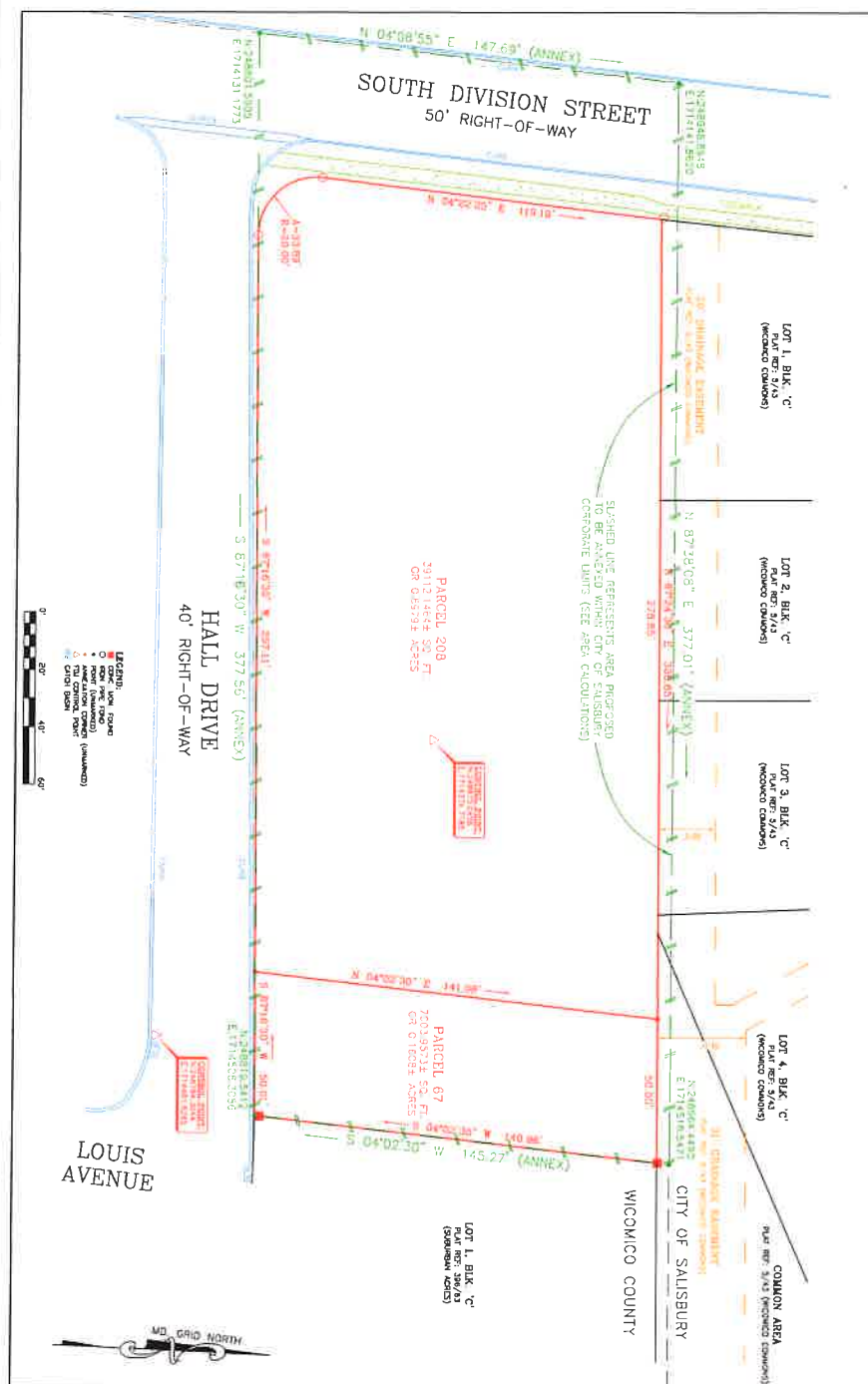
Date



ANNEALING CALCULATIONS	
PARCEL 0.7	= 0.1808% AC
PARCEL 208	= 0.2879% AC
P/O SOUTH DAWSON ST.	= 0.1842% AC
P/O MCCLURE COLONIES	= 0.0373% AC
TOTAL AC. AREA	= 1.6899% AC



- [illegible]



REVISIONS	
Date	Issued for:
02/05/2004	James M. Ford



F. Douglas Jones
Surveying Associates
930 Mount Hermon Road
P.O. Box 2656
Salisbury, Maryland 21802
Phone: 410-543-2615
Fax: 410-543-8859

CITY OF SALISBURY ANNEXATION PLAN
FOR THE LANDS OF
DAVID ALLAN LONG & DONALD SCOTT LONG
SOUTH DIVISION STREET & HALL DRIVE INTERSECTION
CAMDEN ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND

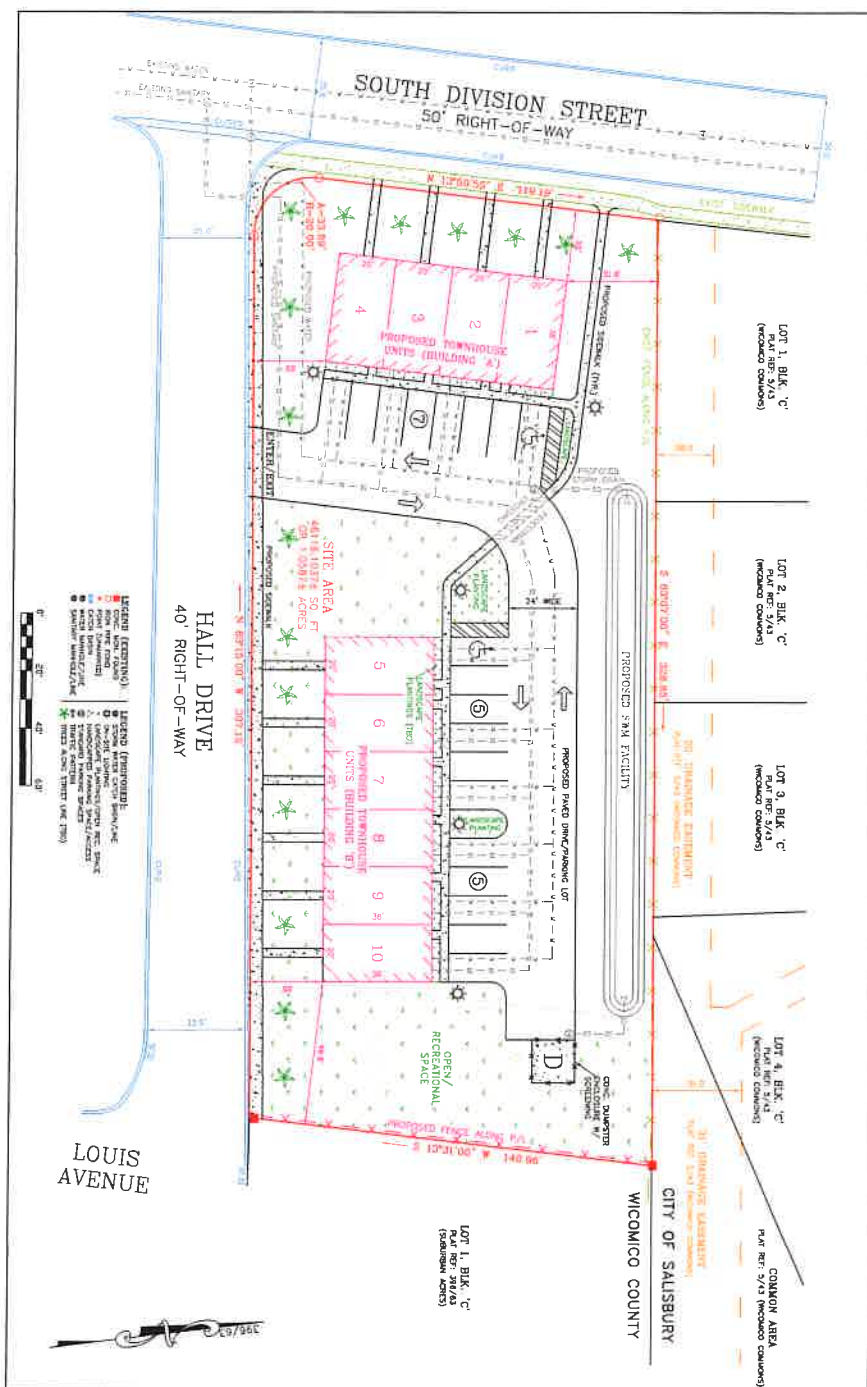
SANDY/UD BR		DATE:
DUAL & T.C.J		01/27/70
DUAL BR		DATE:
M.L.I.		01/27/70
CR/CR/UD BR		DATE:
F.B.I.		01/27/70
CRY NUMBER 19-414 SCALE 1"-20'		

[illegible]

OVERALL AREA	SUBSTITUTED AREA	AREA AREA	REVIEWED AREA
EMERGENCY	0.100000 ACRES	0.100000 ACRES	0.100000 ACRES
EMERGENCY	0.100000 ACRES	0.100000 ACRES	0.100000 ACRES
EMERGENCY	0.100000 ACRES	0.100000 ACRES	0.100000 ACRES
TOTAL AREA	0.100000 ACRES	0.100000 ACRES	0.100000 ACRES

[illegible]

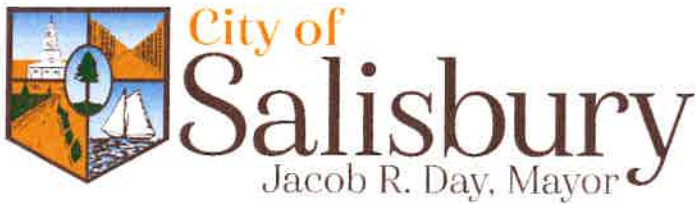
DOCKED
25.48 SQ. AREA = 11,018.104 SQ. FT.
AREA USED FOR BE. DETERMINATION



REVISIONS	
Date	Issued for:
09/11/2015	FOR LAYOUT FOR OWNER COMMENTS
09/15/2015	OWNER LIFT COMMENTS



F. Douglas Jones
Surveying Associates
540 Riverside Drive, Unit 14
P.O. Box 2658
Salisbury, Maryland 21801
Phone: 410-543-2615
Email: fjones@jonesurveying.com



March 3, 2020

Mr. Donald S. Long
12 Church Street
Lewes, DE 19958

Mr. David A. Long
25567 Brookside Drive
Seaford, DE 19973

RE: Annexation Zoning-Hall Drive Property
Project #19-035
Map 48-Parcel(s) 208 and 67
City of Salisbury, Wicomico County, Maryland

Dear Mr. D. S. Long and Mr. D. A. Long,

The Salisbury-Wicomico Planning Commission at its February 20, 2020 meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for this property to be zoned **R-8A Residential** upon annexation. The Commission also found that the proposed zoning is consistent with the Wicomico County Zoning and the Salisbury Comprehensive Plan.

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

Sincerely,

Anne Roane

City Planner
Department of Infrastructure & Development
City of Salisbury
125 North Division St. Room 202
Salisbury, MD 21801
410-548-3170



City of
Salisbury
Jacob R. Day, Mayor

Infrastructure and Development

Staff Report

February 20, 2020

I. BACKGROUND INFORMATION:

Project Name: Hall Drive Annexation

Applicant/Owner (s): Donald S. Long

David A. Long

Infrastructure and Development No.: 19-035

Nature of Request: Zoning Recommendation for Annexation

Location of Property: Northeast corner of N. Division Street and Hall Drive

Requested Zoning District: R-8A Residential

II. SUMMARY OF REQUEST:

A. Introduction:

The City Administration has referred the Hall Drive annexation located on the northeast corner of N. Division Street and Hall Drive to the Planning Commission for review and recommendation of an appropriate zoning designation. (**Attachment A-Petition for Annexation**)

B. Area Description:

The annexation request is comprised of two parcels for a total of 1.05 acres and is currently undeveloped.

III. ZONING ANALYSIS:

A. Existing Zoning:

The annexation area and the adjoining County area is zoned R-15 Residential.

B. City and County Plans.

Both the city and county Comprehensive Plans designate this property and area as Medium-Density Residential.



C. Zoning for Annexed Areas.

1. Introduction.

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

2. Adopted Plans.

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

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

- a. The Salisbury Comprehensive Plan - The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside the Corporate Limits. This property is included within the Municipal Growth Area, and designates this area as Mixed Use.
- b. The Wicomico County Comprehensive Plan - The Wicomico County Council adopted the County Plan on March 21, 2017.



3. Maryland Law.

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

- 1. The Five-Year Rule.** First, the rule is applied solely on zoning. The issue becomes the degree of use change from the current county zoning classification to the proposed municipal classification following the annexation. When the zoning change is from one residential zone to another, "substantially different" is defined as a density change. The five-year rule does not apply for a density change unless the proposed zoning is denser by 50 percent. For example, if the current zoning permits 1 unit per acre, the new zoning can be subject to the five-year rule if it permits anything more than 1.5 units per acre. A municipality may obtain a waiver from the county to avoid the five-year wait until the new zoning classification applies.
- 2. Annexation Plans Required.** An annexation plan is required that replaces the "outline" for the extension of services and public facilities prior to the public hearing for an annexation proposal. This section contains no additional language for the content of the annexation plan to be adopted, but does require it to be consistent with the municipal growth element for any annexations that begin after October 1, 2009 (unless extended for up to two six-month periods). The Plan must be provided to the county and the State (the Maryland Department of Planning) at least 30 days prior to the hearing.

IV. DEVELOPMENT SCENARIO:

A. Proposed Use:

The property will be used to accommodate a proposed 10-unit townhouse residential development.



Access:

The development will be accessed from Hall Drive.

B. Configuration and Design:

The annexation area is rectangular in shape and adjoins the existing City boundaries along both the north and west property lines. (**Attachments B-Zoning Map and C-Photos of Adjacent Properties**)

V. ZONING RECOMMENDATION:

- A.** The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned R-8 Residential in the County.

The adopted Salisbury Comprehensive Plan designates this property and area as "Medium-Density Residential", and the proposed use and requested zoning classification meet this designation by utilizing the R-8A Residential zoning. The development to the north is zoned R-5 and the development to the south is zoned R-8A.

Staff recommends that the Planning Commission forward a **Favorable** recommendation to the Mayor and City Council for this property to be zoned **R-8A Residential** upon annexation.

MEMORANDUM

To: Julia Glanz, City Administrator
From: Christopher Jakubiak, AICP
Date: September 22, 2020
Re: Fiscal Impact, Hall Road – Long Annexation

The Hall Drive – Long Annexation would add 1.0587 acre to the City zoned for residential use (R-8A is proposed). The subject Property is vacant and unimproved. The annexation is expected to have an overall net positive fiscal impact to the City. This memorandum summarizes the costs and revenues associated with the Annexation.

Cost

Cost projections are based on a snapshot marginal cost approach. The current level of service derived from the FY 2020 Approved Budget is used to project new costs, using demand unit multipliers, which reflect how responsive a cost is to demand—that is, how much the City's cost of providing a service is likely to vary with each additional household or job and in the present case, solely households since the project is all residential. Some portion of all City services is fixed and therefore will remain constant in light of new development; this portion of the municipal budget cost therefore is not assigned to new development. The estimated annual cost to the City is \$4,640.

Revenues

When land is annexed into Salisbury it is subject to the municipal real property tax. The property tax rate is applied to the value of land and improvements (structures) thereon. The City's rate is \$0.9832 per \$100 of assessed value. Since the assessed value of a future land use is unknown, this study estimates an assessed value by comparing assessed values of comparable properties in the City of Salisbury. The source for the information is the Maryland Department of Assessments and Taxation.

According to the proposed concept development plan, upon annexation, this Property would be developed with 10 townhouse apartment buildings. At an estimated assessed value of \$1,233,100, the total expected revenue from development on the Property, as proposed, is \$12,120.

It is important to note that upon annexation of a property, the City of Salisbury could begin receiving property tax revenue before development. These revenues are not included. Also, this study considers only "direct" costs and revenues. "Indirect" costs and revenues, which may arise from increased demand for local commercial and industrial uses as a result of the development and its occupants are not considered in this model.

Lastly, the City collects user fees, license fees, and permitting fees. These are charged to applicants for permits and/or users of certain services. These revenues are small relative to the property tax revenue and are not included in this study.

Conclusion

The Annexation would have a positive fiscal impact to the City of about \$7,480 per year.

[illegible]

A RESOLUTION of the City of Salisbury proposing the annexation to the City of Salisbury of certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury to be known as the "Hall Drive – Long Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner of Lot 1, Block 'C' of "Wicomico Commons" subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 -Parcels 208 and 067, containing 1.260 acres, more or less.

WHEREAS the City of Salisbury has received a petition to annex dated December 20, 2019, attached hereto (**Exhibit 1**), signed by at least twenty-five percent (25%) of the persons who are resident registered voters and of the persons who are owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area sought to be annexed binding upon the Corporate Limit of the City of Salisbury to be known as “Hall Drive – Long Property Annexation” beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner Lot 1, Block ‘C’ of “Wicomico Commons” subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 -Parcels 208 and 067, containing 1.260 acres, more or less. being more particularly described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS the City of Salisbury has caused to be made a certification of the signatures on said petition for annexation and has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of March 13, 2020 and, as will more particularly

appear by the certification of Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto (**Exhibit 2**); and

WHEREAS it appears that the petition dated December 20, 2019, meets all the requirements of the law; and

WHEREAS the public hearing is scheduled for December 14, 2020 at 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT it is hereby proposed and recommended that the boundaries of the City of Salisbury be changed so as to annex to and include within said City all that parcel of land together with the persons residing therein and their property contiguous to and binding upon the Corporate Limit of the City of Salisbury to be known as the "Hall Drive – Long Property Annexation" beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner of Lot 1, Block 'C' of "Wicomico Commons" subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 - Parcels 208 and 067, containing 1.260 acres, more or less., and being more particularly described on **Exhibit A** attached hereto and made a part hereof.

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

AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, that the Zoning Map of the City of Salisbury shall be amended to include this newly annexed property in the R-

8A Residential district. Said property is presently classified as R-15 Residential under the zoning laws of Wicomico County.

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

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

The above Resolution was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the _____, 2020, having been duly published as required by law in the meantime a public hearing was held on the ___ day of _____, 2020, and was finally passed by the Council at its regular meeting held on the ___ day of _____, 2020.

Kimberly R. Nichols,
City Clerk

John R. Heath,
Council President

82 APPROVED BY ME this _____ day of _____, 2020

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84

85

86 _____
Julia Glanz, City Administrator, for and at the

87 direction of Jacob R. Day, Mayor

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 208

67

Map # 48

SIGNATURE (S)

Donald S. Long

12/20/19
Date

David A. Long

12/27/19
Date

Date

Date

Exhibit A

HALL DRIVE – LONG PROPERTY

Beginning for the same at a point on the westerly side of South Division Street. Said point being across from the southwesterly corner of Lot 1, Block 'C' of "Wicomico Commons" subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD X 1,201,716.00 Y 188,201.57 (1) Thence by and with the said Corporate Limits Line along the said Hall Drive South four degrees eight minutes fifty-five seconds West (S 04° 08' 55" W) one hundred forty-seven decimal six, nine (147.69) feet to a point on the westerly side of the said South Division Street at its intersection with the northerly right of way line of Hall Drive extended. X 1,201,705.32 Y 188,054.27 (2) Thence by and with the said line of Hall Drive, in part, North eighty-seven degrees sixteen minutes thirty seconds East (N 87° 16' 30" E) three hundred seventy-seven decimal five, six (377.56) feet to a point at the southwesterly corner of Lot 1, Block 'C', of "Suburban Acres". X 1,202,082.45 Y 188,072.22 (3) Thence by and with the westerly line of the said Lot 1, Block 'C', of "Suburban Acres", in part, North four degrees two minutes thirty seconds East (N 04° 02' 30" E) one hundred forty-five decimal two, seven (145.27) feet to a point on the existing Corporate Limit Line. X 1,202,092.69 Y 188,217.12 (4) Thence by and with the said Corporate Limit line South eighty-seven degrees thirty-eight minutes eight seconds West (S 87° 38' 08" W) three hundred seventy-seven decimal zero, one (377.01) feet to the point of beginning.

Annexation containing 1.260 acres, more or less.



City of
Salisbury
Jacob R. Day, Mayor

CERTIFICATION

HALL DRIVE – LONG PROPERTY ANNEXATION

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

Leslie C. Sherrill
Surveyor

Date: 3/13/2020

Hall Drive – Long Property Annexation – Certification – 3-13-2020.doc

ANNEXATION AGREEMENT

Hall Drive – Long Property Annexation

THIS AGREEMENT is made this ____ day of _____, 2020, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter, “the City”), and Donald S. Long and David A. Long, (hereinafter, “the Owner”) with the principal address at 12 Church St. Lewes, Delaware 19958.

RECITALS

WHEREAS, the Owner is the record owner of certain real property located in Wicomico County, Maryland, (hereinafter, “the Property”), and more particularly described in Attachment “A” attached hereto and made a part hereof; and

WHEREAS, the Owner desires to construct upon the Property a townhouse apartment project consisting; and

WHEREAS, the Property is not presently within the corporate boundaries of the City and is therefore ineligible to receive certain municipal services, including municipal water and wastewater services, that the Owner desires to obtain for the Property; and

WHEREAS, the Owner desires that the City annex the Property and the City desires to annex the Property, provided that certain conditions are satisfied; and

WHEREAS, pursuant to the authority contained in Local Government Article, subtitle 4-400 of the Annotated Code of Maryland, the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Property.

WITNESSETH:

1. WARRANTIES AND REPRESENTATIONS OF CITY:

- A. The City of Salisbury, the Salisbury-Wicomico County Planning Commission and staff will be guided by this Agreement throughout the review of any development plans submitted for the Property to ensure that the provisions of this Agreement are specifically implemented, and the Property is developed in substantial conformance with the concept development plan which is part of this Agreement. Any approval granted to a development plan by any commission, board, body, or agent of the City shall be in substantial compliance with the terms and conditions of this Agreement and the appurtenant concept development plan.
- B. The parties understand and agree that the City's herein provided covenant of support is not intended, nor could it be construed, to legally prohibit the City from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property, provided such application does not operate to divest prior approvals, nor interfere with the Owner's vested rights to any greater extent than the impact of such ordinances and charter resolutions upon other similarly-situated properties within the City's boundaries.

2. WARRANTIES AND REPRESENTATIONS OF THE OWNER:

A. This Agreement constitutes the formal written consent to annexation by the Owner as required by Local Government Article of the Maryland Code, Section 4-403 (b)(1) and (2). The Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstances applicable to the annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. The Owner further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. The Owner warrants and represents that it has the full authority to sign this Agreement and is in fact the sole owner of the real property encompassed in the annexation area and more particularly described in Attachment "A", and that there is no action pending against it or involving it that would in any way affect its right and authority to execute this Agreement.

C. The Owner warrants and represents that it has the full power and authority to sign this Agreement and Consent and is, in fact, collectively the sole owner of not less than Twenty-five Percent (25%) of the assessed valuation of the real property within the annexation area.

3. APPLICATION OF CITY CODE AND CHARTER

From and after the effective date of the Annexation Resolution implementing this Agreement, all provisions of the Charter and Code of the City shall have full force and effect within the Property except as otherwise specifically provided herein.

4. MUNICIPAL ZONING

Upon the effective date of the Annexation Resolution implementing this Agreement the Property will be zoned "R8A" as stated in the Annexation Resolution and described in the City Zoning Ordinance.

5. MUNICIPAL SERVICES

Upon the effective date of the Annexation Resolution implementing this Agreement, the City will make the Property eligible to receive all applicable municipal services to the extent that the necessary public facilities exist to provide such services. Any allocation of capacity and/or services will be made by the City according to adopted allocation plans which may be in effect at the time the Owner makes request for such capacity and/or services.

6. STANDARDS AND CRITERIA

Should any environmental, engineering, or other similar standard or criteria specifically noted in this Agreement be exceeded by any local, State, or Federal standard, criteria or regulation, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria or regulation shall apply.

7. CITY BOUNDARY MARKERS

The Owner will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries and will provide receipt of such work completed to the City within 90 days of expiration of the 45-day referendum period. The Owner agrees that failure to comply with this provision will subject the Owner to payment of a fee to the City of Salisbury made payable prior to development plan approval of \$10,000.00 plus the cost for the City's surveyor to complete the work.

8. DEVELOPMENT CONSIDERATIONS

A. Costs and Fees: The Owner agrees that it will pay the costs of annexation to the City, including but not limited to the City's costs for legal fees, planning, and other consulting fees in connection with the preparation of this Agreement and/or the necessary annexation resolution and related documents, for publication of any required notices, and for any other cost or expense reasonably related, in the City's sole judgment, to the annexation.

B. The Owner and City agree that the Property will be developed consistent with the regulations of the zoning district classification referenced in the Annexation Resolution and in substantial conformance with the concept development plan shown as Attachment B.

C. Contribution to Area Improvement: The Owner agrees that any site plan for the Property shall contain a landscape plan containing deciduous street trees, of a species and size to be approved by the City, planted on the Property along both the Hall Drive and S. Division Street frontages at a regular spacing not to exceed 35 feet. The Owner agrees to install a 5-foot wide sidewalk along the Property's full frontage with Hall Drive to specifications approved by the City.

D. Re-investment in Existing Neighborhoods: The Owner agrees to pay a development assessment in the amount of \$3,650.00 per dwelling unit to the City prior to the issuance of a building permit. This assessment is understood by the parties to be intended for use by the City in its sole discretion for beautification, restoration, and revitalization improvements to existing neighborhoods in the City and is to be in addition to and independent of the City's water and sewer comprehensive connection charges, any impact fees imposed by Wicomico County or the City, and any assessments that may be required to be paid elsewhere in this Agreement.

E. Contribution to Housing Affordability-Workforce/Affordable Housing: The City acknowledges the Developer's intention to provide rental apartment units to meet student housing needs.

F. Escalation of Development Assessments: The assessments set forth in paragraph D above is subject to adjustment to reflect inflation. Beginning January 1, 2021, the assessment shall be adjusted for inflation and this adjustment shall take place annually thereafter on the first day of January, for any assessment that remains unpaid. The assessment shall be adjusted by the percent change in the CPI during the previous 12-month period. The CPI to be used is the Consumer Price Index-U, All City Average, Unadjusted, published by the Bureau of Labor Statistics.

G. Community / Environmental Design:

- i. The Developer agrees to engage the services of a registered landscape architect to develop a site landscape and planting plan, which plan shall address landscape and planting for the Property. The developer agrees to submit this plan to the Salisbury – Wicomico County Planning Commission along with other required development plans for approval. Notwithstanding the type of proposed vegetation shown on the concept plan, the Developer agrees that the site plan submitted to the Salisbury – Wicomico County Planning Commission for approval will provide at least 50 percent shade of site hardscapes (sidewalks, parking, driveways, etc.) within five years of building occupancy through use of deciduous tree planting.
- ii. Notwithstanding the number of parking spaces proposed to be provided and shown on the concept development plan, the Developer agrees to provide no more than the required number of parking spaces established by City code. The Developer further agrees to provide a readily accessible bicycle rack(s) on the Property capable of securing at least 12 bicycles and to show the proposed location of such improvement on the site plan submitted for Salisbury – Wicomico County Planning Commission plan approval.
- iii. The Owner agrees to use its best efforts, in coordination with the City of Salisbury Department of Infrastructure and Development and the Salisbury – Wicomico County Planning Commission to achieve as many LEED certification level points as possible for new construction projects as outlined by the U.S. Green Building Council's LEED Standards for Building Design, New Construction as may be updated from time to time and specifically agrees to meet the following energy and environmental performance standards:
 - Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. Streetlights which the City may require along Hall Drive and S. Division Street at time of site plan approval shall also be selected for highest efficiency but recognizing that they will ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City of Salisbury DPW.
 - The Property's entire stormwater management system will be designed in collaboration with a Maryland Registered and LEED certified design professional with an emphasis on stormwater infiltration, bio-retention and open channel conveyance, with as little conventional piped conveyance as possible. Using these and other innovative approaches, the requirements for groundwater recharge and stormwater pretreatment will be satisfied in an environmentally friendly and aesthetically pleasing manner.

- Roadway and parking lot construction shall be accomplished using recycled aggregates and base material where available from local sources.
- The HVAC systems in the buildings shall be high energy performance units. Air conditioning compressors will be 17 SEER, minimum.
- Water-saving plumbing fixtures shall be used.
- Building finish materials that have high recycled content shall be selected.
- At least one principal member of the project design team shall be a LEED Accredited Professional and shall be made available to the Salisbury-Wicomico Planning Commission as it deliberates on project approval.
- Site lighting fixtures shall be energy efficient and, where possible, shall utilize LED lamps for energy efficiency and long lamp life. Streetlights if used shall also be selected for highest efficiency but recognizing that streetlights may ultimately be owned and maintained by the City of Salisbury, the selection of streetlights shall be made in conjunction with the City.
- Roadway and parking lot construction shall be accomplished mainly using recycled aggregates and base materials in addition to conventional aggregates and paving materials when acceptable recycled materials meeting the required physical properties of the design engineer are locally available.
- The HVAC systems in all building(s) on the Property shall be high-efficiency units. Air conditioning compressors will be 17 SEER, minimum unless and until higher federal, state, or local standards are required.
- Water-saving plumbing fixtures shall be used in all buildings on the Property.
- Building roofing materials on the Property shall be selected for energy efficiency and to minimize the heat island effect of dark roof coverings.
- Building finish materials that have high-recycled content shall be selected where possible. Low VOC (Volatile Organic Compound) paints and finishes shall be used.

- H. Stormwater. The Property is located within the South Division Street Drainage Study Area wherein there is stormwater surging in the storm drain network. As a result, properties within the study area, like the subject Property, are subject to a stormwater development discharge limit wherein the 10-year post development discharge cannot exceed the 5-year storm pre-development discharge.
- I. The parties acknowledge and agree that the obligations set forth herein on the part of both parties pertain to the Property, unless otherwise expressly stated herein.

9. **RECORD PLAT:**

The Owner will provide the City with a copy of the final record plat for the development of the Property.

10. **MISCELLANEOUS:**

A. The obligations of the parties hereto set forth herein are contingent upon the adoption of an Annexation Resolution effecting the annexation of the Property by the Mayor and City Council of the City of Salisbury and shall be void in the event the City fails to effect such annexation or such annexation is invalidated by referendum or otherwise.

B. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his" "hers" and "theirs."

C. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

D. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County and shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding, representations, and statements, whether oral or written, are merged in this Annexation Agreement. The parties may renegotiate the terms hereof by mutual agreement, subsequent to the effective date of any Annexation Resolution adopted by the City pursuant hereto, provided that neither this Agreement nor any provisions hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver,

modification or amendment is sought, and then only to the extent set forth in such instrument.

E. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representations or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

F. This Agreement shall be construed according to its plain meaning without giving regard to an inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

G. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by the Owner without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any party thereof. However, the Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgement of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. The Owner shall provide the City with copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

H. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

I. The laws of the State of Maryland shall govern the interpretation, validity, and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other remedy for the breach or alleged breach hereof shall be brought exclusively in the Courts of the State of Maryland in Wicomico County and the parties expressly consent to the jurisdiction thereof and waive any right that they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

J. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

IF TO THE CITY:

Amanda Pollock, PE,
Director of Infrastructure & Development
125 North Division Street
Salisbury, Maryland 21801

WITH A COPY TO:

Mark Tilghman, City Attorney
110 N. Division St,
Salisbury, Maryland 21801

IF TO THE OWNER:

Donald S. Long and David A. Long,
12 Church St.,
Lewes, Delaware 19958

WITH A COPY TO: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS:

THE CITY OF SALISBURY, MARYLAND

By: _____

WITNESS/ATTEST:

OWNER:

By: _____

APPROVED AS TO FORM:

_____, City Attorney

STATE OF MARYLAND

COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a duly elected official of the City of Salisbury, a municipal corporation of the State of Maryland, and that said official, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such official.

WITNESS my hand and notarial seal.

Notary Public (SEAL)

My Commission Expires: _____

I HEREBY CERTIFY, that on this _____ day of _____, _____, before me, a Notary Public in and for the State aforesaid, personally appeared _____, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be Member of Vernon Esham Land Development, Inc., a corporation of the State of Maryland, and that, being duly authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as a Member.

WITNESS my hand and notarial seal.

Notary Public (SEAL)

My Commission Expires: _____

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____, City Attorney

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A RESOLUTION of the City of Salisbury to adopt an annexation plan for a certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury to be known as the “Hall Drive – Long Property Annexation” beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner of Lot 1, Block ‘C’ of “Wicomico Commons” subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 -Parcels 208 and 067, containing 1.260 acres, more or less.

WHEREAS the City of Salisbury is considering the annexation of a parcel of land binding upon the Corporate Limit of the City of Salisbury to be known as “Hall Drive – Long Property Annexation” beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St., said point being across from the southwesterly corner of Lot 1, Block ‘C’ of “Wicomico Commons” subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 -Parcels 208 and 067, containing 1.260 acres, more or less and being more particularly described in **Exhibit A** attached hereto and made a part hereof; and

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

WHEREAS the public hearing required pursuant to the law is scheduled for
December 14, 2020 at 6:00p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY THAT an annexation plan for the “Hall Drive – Long Property Annexation,” as set forth in **Exhibit B** attached hereto and made a part hereof, is adopted for that area of land located and binding upon the Corporate Limit of the City of Salisbury to be known as “Hall Drive – Long Property Annexation” beginning for the same at a point on the Corporate Limit, said point lying on the westerly side of South Division St. said point being across from the southwesterly corner of Lot 1, Block ‘C’ of “Wicomico Commons” subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD, continuing around the perimeter of the affected property to the point of beginning containing all of Map 048 -Parcels 208 and 067, containing 1.260 acres, more or less being more particularly described in **Exhibit A** attached hereto and made a part hereof; and

AND BE IT FURTHER RESOLVED BY THE CITY OF SALISBURY, THAT the Council shall hold a public hearing on the annexation plan hereby proposed on December 14, 2020 at 6:00p.m. in the Council Chambers at the City-County Office Building and the City Administrator shall cause a public notice of time and place of said hearing to be published not fewer than two (2) times at not less than weekly intervals, in a newspaper of general circulation in the City of Salisbury, which said notice shall specify a time and place at which the Council of the City of Salisbury will hold a public hearing on the Resolution.

The above Resolution was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on the _____, 2020, having been duly published as required by law in the meantime a public hearing was held on _____, 2020, and was finally passed by the Council at its regular meeting held on the _____, 2020.

51 _____
52 Kimberly R. Nichols, John R. Heath,
53 City Clerk Council President
54

55 APPROVED BY ME this ____ day of _____, 2020.

56

57 _____
58 Julia Glanz, City Administrator, for and at the
59 direction of Jacob R. Day, Mayor
60

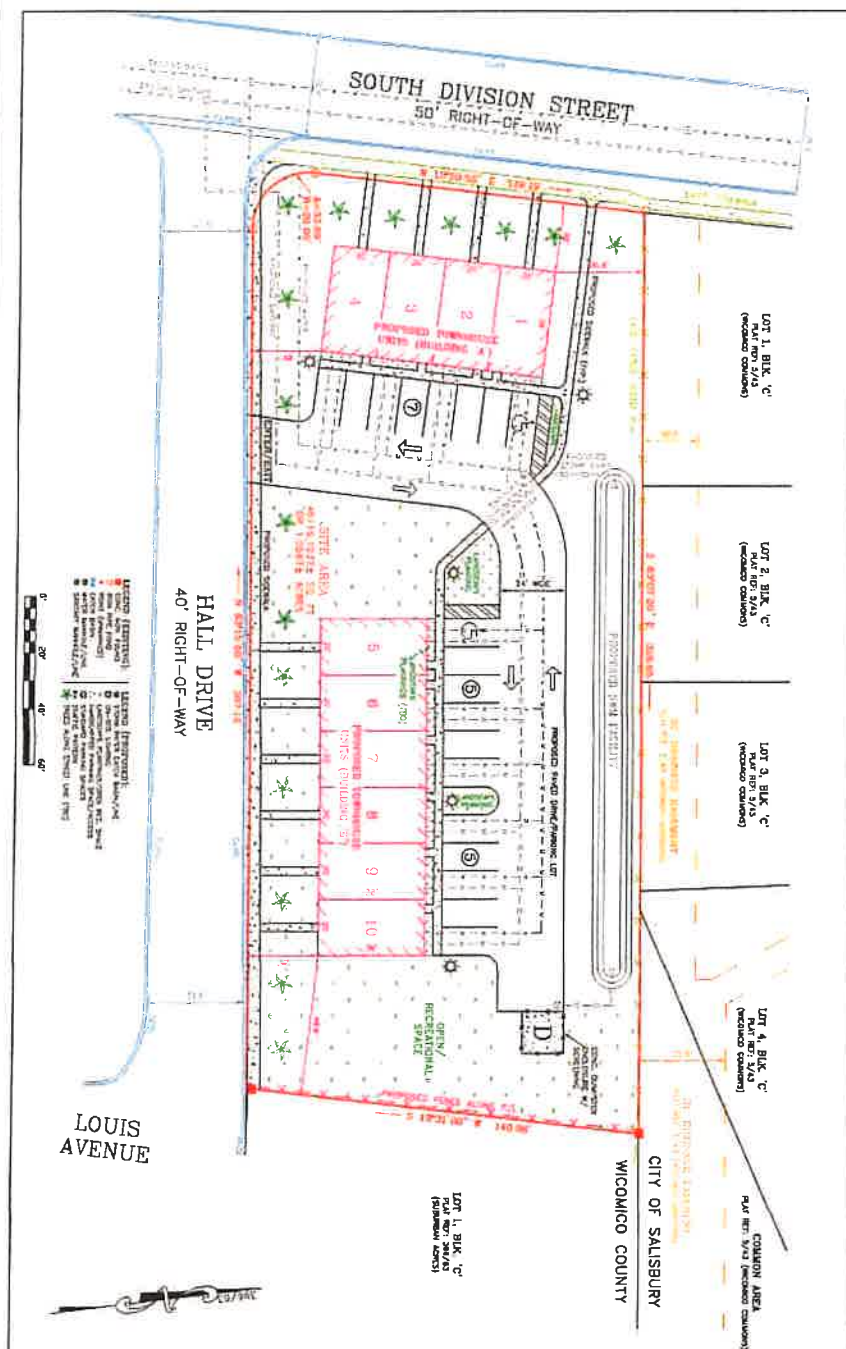
Exhibit A

HALL DRIVE – LONG PROPERTY

Beginning for the same at a point on the westerly side of South Division Street. Said point being across from the southwesterly corner of Lot 1, Block 'C' of "Wicomico Commons" subdivision and also being a corner of the existing Corporate Limits Line of the City of Salisbury, MD X 1,201,716.00 Y 188,201.57 (1) Thence by and with the said Corporate Limits Line along the said Hall Drive South four degrees eight minutes fifty-five seconds West (S 04° 08' 55" W) one hundred forty-seven decimal six, nine (147.69) feet to a point on the westerly side of the said South Division Street at its intersection with the northerly right of way line of Hall Drive extended. X 1,201,705.32 Y 188,054.27 (2) Thence by and with the said line of Hall Drive, in part, North eighty-seven degrees sixteen minutes thirty seconds East (N 87° 16' 30" E) three hundred seventy-seven decimal five, six (377.56) feet to a point at the southwesterly corner of Lot 1, Block 'C', of "Suburban Acres". X 1,202,082.45 Y 188,072.22 (3) Thence by and with the westerly line of the said Lot 1, Block 'C', of "Suburban Acres", in part, North four degrees two minutes thirty seconds East (N 04° 02' 30" E) one hundred forty-five decimal two, seven (145.27) feet to a point on the existing Corporate Limit Line. X 1,202,092.69 Y 188,217.12 (4) Thence by and with the said Corporate Limit line South eighty-seven degrees thirty-eight minutes eight seconds West (S 87° 38' 08" W) three hundred seventy-seven decimal zero, one (377.01) feet to the point of beginning.

Annexation containing 1.260 acres, more or less.

Exhibit C



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REVISIONS	
Date	Issued for:
11/10/01	THE LAMP FOR NEW CHURCH
11/10/01	THE LAMP FOR NEW CHURCH



F. Douglas Jones
Surveying Associates
540 Riverside Drive, Unit 14
P.O. Box 2658
Salisbury, Maryland 21801
Phone: 410-543-2815
Email: fjones@jonesurveying.com

CONCEPT DEVELOPMENT PLAN
FOR THE LANDS OF
DAVID ALLAN LONG & DONALD SCOTT LONG
SOUTH DIVISION STREET & HALL DRIVE INTERSECTION
CAMDEN ELECTION DISTRICT
WICOMICO COUNTY, MARYLAND

ORDINANCE NO. 2626

AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE WICOMICO COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$24,951.28, AND TO APPROVE A BUDGET AMENDMENT TO THE FY 2021 GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE PURCHASE OF TWO (2) COMMERCIAL GRADE WASHER/EXTRACTORS AND DRYERS.

WHEREAS, the Wicomico County Health Department (WiCHD) received a direct allocation of funds through the Federal Coronavirus Relief Funds (CRF); and

WHEREAS, the purpose of the CRF is to help support Emergency medical response expenses, including emergency medical transportation, related to COVID-19; and

WHEREAS, the City of Salisbury Fire Department submitted a grant request to the WiCHD for funding to assist with the purchase of a commercial grade washer/extractor and dryer for two (2) of our fire stations; and

WHEREAS, the WiCHD has awarded the City funds in the amount of \$24,951.28; and

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

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the City Council; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Wicomico County Health Department (WiCHD) to accept grant funds in the amount of \$24,951.28.

BE IT FURTHER ORDAINED that the City's Fiscal Year 2021 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase Wicomico County Health Department Revenue account (10500-427901-XXXXX) by \$24,951.28
- 2) Increase SFD Equipment Expense account (10500-577030-XXXXX) by \$24,951.28

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

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 26th day of October, 2020, and thereafter, a statement of the substance of the

50 Ordinance having been published as required by law, was finally passed by the Council on the _____
51 _____ day of _____, 2020.

52
53 **ATTEST:**

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56 _____
57 Kimberly R. Nichols
58 City Clerk

John R. Heath, President
Salisbury City Council

59
60
61 APPROVED BY ME THIS _____ day of _____, 2020.

62
63
64 _____
65 Julia Glanz, City Administrator
66 for and at the direction of Jacob R. Day, Mayor
67

ORDINANCE NO. 2627

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WICOMICO COUNTY HEALTH DEPARTMENT AND APPROVING A BUDGET AMENDMENT OF THE FY2021 GENERAL FUND BUDGET TO APPROPRIATE FUNDS RECEIVED FROM THE WICOMICO COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF \$7,500.00.

WHEREAS, the funds have been provided by the Wicomico County Health Department (WiCHD), in conjunction with Mid-Shore Behavioral Health, Inc., for a Safe Station Program; and

WHEREAS, Safe Station is an innovative program that helps remove barriers to treatment for members of our community who are eager to recover from a substance use disorder; and

WHEREAS, the goal of the Safe Station is to help people with linkage to treatment and recovery services by allowing them to practice self-determination; and

WHEREAS, the City of Salisbury Fire Department will provide non-emergent medical checks to all individuals that enter the Safe Station; and

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

WHEREAS, the accepted funds shall be used to purchase additional emergency medical supplies and equipment; and

WHEREAS, both the Fire Chief and the Mayor have recommended that the City accept the monetary donation and allocate the funds to the Fire Department's FY2021 Operating Budget; and

WHEREAS, § 7-29 of the Salisbury City Charter forbids contracts requiring an expenditure in excess of the amount appropriated for that general classification or expenditure, and forbids any office, department, or agency from expending funds not appropriated; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT Mayor Jacob R. Day is hereby authorized to enter into a Memorandum of Understanding with the Wicomico County Health Department to accept funds in the amount of \$7,500.00.

47 BE IT FURTHER ORDAINED THAT THE City's Fiscal Year 2021 General Fund
48 Budget be amended as follows:
49

- 50 1) Increase FY2021 General Fund WiCHD Reimbursements account (01000-427301) by
51 \$7,500.00
52 2) Increase Fire Department Expenditure Medical account (24035-546016) by \$7,500.00
53

54 BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the
55 date of its final passage.
56

57 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
58 Salisbury held on this 26th day of October, 2020 and thereafter, a statement of the substance of
59 the Ordinance having been published as required by law, was finally passed by the Council on
60 the _____ day of _____, 2020.
61

62 ATTEST:
63

64 _____
65 Kimberly R. Nichols, City Clerk
66 City Council
67

John R. Heath, President
Salisbury City Council
68

69 APPROVED BY ME THIS _____ day of _____, 2020.
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72 _____
73
74 Julia Glanz, City Administrator
75 for and at the direction of Jacob R. Day, Mayor

ORDINANCE NO. 2628

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE GRANT FUND TO APPROPRIATE FUNDS TO OPERATE THE SALISBURY-WICOMICO FIRSTCARE TEAM (SWIFT).

WHEREAS, the Wicomico County Health Department (WiCHD), in conjunction with the City of Salisbury, applied for funds through the Maryland Community Health Resources Commission (CHRC) grant program; and

WHEREAS, the CHRC awarded the WiCHD funds in FY2018 in the amount of \$90,000; and

WHEREAS, the WiCHD has previously sub-granted \$81,920 to the City of Salisbury, those funds being appropriated via Ordinance 2503 and Ordinance 2559; and

WHEREAS, of the remaining \$8,080 of FY2018 funding that was received by the WiCHD from the CHRC, the WiCHD is now sub-granting \$4,600.00 to the City of Salisbury; and

WHEREAS, these funds are to be added to existing SWIFT grant project account #21009; and

WHEREAS, the sub-granted funds shall be used to operate the Salisbury-Wicomico Firstcare Team (SWIFT); and

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

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the City Council; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT Mayor Jacob R. Day is hereby authorized to enter into a sub-grant agreement with the Wicomico County Health Department to accept and expend grant funds in the amount of \$4,600.00.

BE IT FURTHER ORDAINED that the City's FY21 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase WiCHD SWIFT Grant Revenue account (10500-427901-21009) by \$4,600.00
- 2) Increase SWIFT Equipment Expense account (10500-577303-21009) by \$4,600.00

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

50 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
51 Salisbury held on this 26th day of October, 2020, and thereafter, a statement of the substance of the
52 Ordinance having been published as required by law, was finally passed by the Council on the ____
53 day of _____, 2020.
54

55
56 **ATTEST:**
57

58
59 _____
60 Kimberly R. Nichols,
61 City Clerk
62

John R. Heath, President
Salisbury City Council

63
64 APPROVED BY ME THIS ____ day of _____, 2020.
65
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67 _____
68 Julia Glanz, City Administrator
69 for and at the direction of Jacob R. Day, Mayor
70



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development AP
Date: October 21, 2020
Re: Ordinance to Accept MDOT Bikeways Funds and Allocate Reimbursements to Bikeways Implementation Accounts

The Department of Infrastructure and Development is in the process of implementing the Salisbury Bicycle Network Plan which was adopted by Council via Resolution No. 2712 on December 13, 2016. To assist with implementation, the City is seeking grant funding.

In June 2020, the Department of Infrastructure and Development applied for two grants from the Maryland Bikeways Program to provide funding for final design of the Rail Trail, Phase 1 and W College Ave Bikeway projects. The Maryland Department of Transportation (MDOT) approved these grants in the amount of \$125,957.60 and \$29,608.00. The City will provide matching funds of 20%. The match totals are \$31,489.40 for the Rail Trail, Phase 1 Project and \$7,402.00 for the College Ave Bikeway Project. The total project costs are therefore \$157,447.00 and \$37,010.00 respectively. The Office of Planning and Capital Programming of the Maryland Department of Transportation prepared the attached Grant Agreement after MDOT's review and approval of the design RFP.

The Scope of Work identified within these Grant Agreements includes the final design of the Rail Trail, Phase 1 project, which will extend the existing trail in Fruitland to Milford St, and design of the College Ave bikeway which will extend from Riverside Dr to US 13 Business. Please find attached an Ordinance to authorize the Mayor to sign the Grant Agreements with MDOT and to accept the Maryland Bikeways Program Grants via budget amendment.

These are reimbursement-based grants; therefore the City shall pay the contractor and then submit for periodic reimbursements from MDOT. For the Rail Trail grant, the match will be funded from the FY21 Rail Trail Master Plan Implementation account and via in kind funds. For the College Avenue grant, the match will be funded from the Street Maintenance account and via in kind funds. The City will provide in-kind services via project management and coordination. Department of Infrastructure and Development recommends approval of the grant agreements.

Unless you or the Mayor has further questions, please forward this memo, ordinance and grant agreements to City Council.

ORDINANCE NO. 2629

AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO SIGN THE GRANT AGREEMENTS, TO ACCEPT TWO GRANTS IN THE TOTAL SUM OF \$155,565.60 FROM THE MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT) MARYLAND BIKEWAYS PROGRAM FOR THE DESIGN OF THE RAIL TRAIL, PHASE 1 AND WEST COLLEGE AVENUE BIKEWAY PROJECTS, AND TO APPROVE AN AMENDMENT OF THE FY21 BUDGET TO ALLOCATE SAID FUNDS FOR PURPOSES OF IMPLEMENTATION.

WHEREAS, the Maryland Department of Transportation has a Maryland Bikeways Program for providing grant funds to support and expedite projects improving bicycle and pedestrian transportation in the State; and

WHEREAS, the Maryland Department of Transportation and the City of Salisbury have been working together to improve bicycle connectivity throughout the City of Salisbury; and

WHEREAS, the City of Salisbury desires to implement a bike route along a railway that runs north-south through the City; and

WHEREAS, the City of Salisbury desires to implement a bike route along West College Avenue serving Salisbury University and the City at-large; and

WHEREAS, the Projects will enhance bicycle safety and access to the population of the City; and

WHEREAS, the Maryland Bikeways Program has awarded grants in the total amount of \$155,565.60 to provide for the design of the West College Avenue and Rail Trail, Phase 1 Bikeway Projects; and

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

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into an contract that requires an expenditure not appropriated or authorized by the City Council; and

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

NOW, THEREFORE, BE IT ENACTED AND ORDAINED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Grant Agreement dated _____, 2020 accepting the project term and definition of matching funds, for the betterment of the City and its residents, and accepting the grant funds of \$155,565.60 from the Maryland Bikeways Program to design the West College Avenue and Rail Trail, Phase

1 Bikeway Projects and further authorizes grant reimbursements to be transferred to the appropriate Bikeways Capital Projects Account.

BE IT FURTHER ORDAINED that the City's FY2021 Grant Fund Budget be amended as follows:

Account No	Account Description	Account Type	Increase/ Decrease	Amount
Maryland Bikeways Program Grant College Avenue				
10500-425805-xxxxxx	MD Dept. of Transportation	Revenue	Increase	29,608.00
10500-513026-xxxxxx	Construction	Expense	Increase	29,608.00
FY20 Maryland Bikeways Program Grant Rail Trail				
10500-425805-xxxxxx	MD Dept. of Transportation	Revenue	Increase	125,957.60
10500-513026-xxxxxx	Construction	Expense	Increase	125,957.60

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

THE ABOVE ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 9th day of November, 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
on behalf and at the direction of
Jacob R. Day, MAYOR

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

CITY OF SALISBURY, MARYLAND

THIS GRANT AGREEMENT executed in triplicate and entered into this _____ day of _____, 20__, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and the City of Salisbury (“Grantee”), Maryland.

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2021-2026 Draft Consolidated Transportation Program-2021 State Report on Transportation a total of Eight Million Two Hundred Sixty Eight Thousand Dollars (\$8,268,000) for the Maryland Kim Lamphier Bikeways Network Program (“Program”);

WHEREAS, the Department budgeted within the Program One Hundred Twenty-Five Thousand Nine Hundred Fifty Seven Dollars and Sixty Cents (\$125,957.60) for the Rail Trail Phase 1, a Design project for the Final Design of an off-road shared-use path along a railroad bed from the southern city limit north to Milford Street;

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Bikeways Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of Thirty One Thousand Four Hundred Eighty Nine Dollars and Forty Cents (\$31,489.40) (“Matching Fund Contribution”) to the Project;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application, and accepted by MDOT is One Hundred Fifty-Seven Thousand Four Hundred Forty-Seven Dollars (\$157,447.00);

WHEREAS, the Project will develop the Final Design of an off-road shared-use path from the southern city limit north to Milford Street, approximately 750 linear feet of existing path is planned to be updated and 2,250 feet of new path will be constructed in City rights-of-

way and across University owned property. 35% Plans already exist. The path will serve the need for safe connection for the Salisbury University student population and the general public.

WHEREAS, the Project is consistent with the 2017 Salisbury Bike Master Plan, the Urban Greenway Plan, is the focus of the Rail Trail Master Plan, and includes opportunities for public input;

WHEREAS, the Grantee is responsible for securing all right-of way and obtaining a Right-of-Way Certification Letter in coordination with the MDOT State Highway Administration Office of Real Estate;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed One Hundred Twenty-Five Thousand Nine Hundred Fifty-Seven Dollars and Sixty Cents (\$125,957.60) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. Provide opportunities for community input on preliminary recommendations and semi-final design;
 - b. Submit 90% design plans to the MDOT Kim Lamphier Bikeways Network Program for review;

- c. Submit final design plans along with responses to MDOT comments on 90% design plan review;
- d. Preparation of quarterly status reports and a final report, as requested by the Department; and
- e. Monitoring and supervising the compliance with all provisions in this Agreement.

3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$125,957.60 or 80% of the Project's total cost.

4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee

shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee's Self-Insurance Program is responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the "Local Government Tort Claims Act."

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act ("MTCA") currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee's submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes

directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department's receipt and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **December 31, 2022** whichever is sooner. All work on the Project that is reimbursable under this Grant must be completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;
or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other

appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;
- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

30. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Heather Murphy, Director
Office of Planning and Capital
Programming
7201 Corporate Center Drive
Hanover, MD 21076

In the case of the Grantee:

William White
Transportation Projects Specialist
City of Salisbury
125 N Division St.
Salisbury, MD 21801

The next page is the signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MARYLAND DEPARTMENT OF TRANSPORTATION

WITNESS:

Nate Evans Date
Bikeways Program Manager

By: _____
R. Earl Lewis, Jr. Date
Deputy Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jaclyn Hartman, Chief Financial Officer
Office of Finance

Brenden Lee Hodge, Assistant Attorney General
Maryland Department of Transportation

CITY OF SALISBURY, MARYLAND

WITNESS

THE CITY OF SALISBURY

By: _____
Julia Glanz Date
City Administrator & Acting Mayor

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

CITY OF SALISBURY, MARYLAND

THIS GRANT AGREEMENT executed in triplicate and entered into this _____ day of _____, 20__, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and the City of Salisbury (“Grantee”), Maryland.

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2021-2026 Draft Consolidated Transportation Program-2021 State Report on Transportation a total of Eight Million Two Hundred Sixty Eight Thousand Dollars (\$8,268,000) for the Maryland Kim Lamphier Bikeways Network Program (“Program”);

WHEREAS, the Department budgeted within the Program Twenty Nine Thousand Six Hundred Eight Dollars (\$29,608) for the West College Avenue Bike Facility, a Design project described as a dedicated cycletrack and bike boulevard/greenway along W. College Avenue to connect Salisbury University to the Camden Avenue and Riverside Drive bike facilities (the “Project”);

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Bikeways Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of Seven Thousand Four Hundred Two Dollars (\$7,402) (“Matching Fund Contribution”) to the Project;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application and accepted by MDOT is Thirty Seven Thousand and Ten Dollars (\$37,010);

WHEREAS, the Project will facilitate safe access to the Main Salisbury University Campus, local parks, and shopping for students and residents of the surrounding neighborhoods. Traffic Calming, connection to the already established Camden Avenue and Riverside Drive bike

lanes, and the potential reduction in Vehicle Miles Traveled are also expected benefits of the Project;

WHEREAS, the Project is consistent with the 2017 Bike Master Plan, in which the facility was deemed a priority, as well as the City's Vision Zero Action Plan, the Rail Trail Master Plan, the Eastern Shore Drive Visioning Study, and includes opportunities for public input;

WHEREAS, the Grantee is responsible for securing all right-of way and obtaining a Right-of-Way Certification Letter in coordination with the MDOT State Highway Administration Office of Real Estate;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed Twenty Nine Thousand Six Hundred Eight Dollars (\$29,608) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. Provide opportunities for community input on semi-final design;
 - b. Submit 90% design plans to the MDOT Kim Lamphier Bikeways Network Program for review;

- c. Submit final design plans along with responses to MDOT comments on 90% design plan review;
- d. Preparation of quarterly status reports and a final report, as requested by the Department; and
- e. Monitoring and supervising the compliance with all provisions in this Agreement.

3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$29,608 or 80% of the Project's total cost.

4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee's Self-Insurance Program is

responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the “Local Government Tort Claims Act.”

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act (“MTCA”) currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee’s submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department’s receipt

and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **December 31, 2022** whichever is sooner. All work on the Project that is reimbursable under this Grant must be completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;
or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and

expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to

comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;

- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;

- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

30. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Heather Murphy, Director
Office of Planning and Capital
Programming
7201 Corporate Center Drive
Hanover, MD 21076

In the case of the Grantee:

William White
Transportation Projects Specialist
City of Salisbury
125 N Division St.
Salisbury, MD 21801

The next page is the signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MARYLAND DEPARTMENT OF TRANSPORTATION

WITNESS:

Nate Evans Date
Bikeways Program Manager

By: _____
R. Earl Lewis, Jr. Date
Deputy Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jaclyn Hartman, Chief Financial Officer
Office of Finance

Brenden Lee Hodge, Assistant Attorney General
Maryland Department of Transportation

CITY OF SALISBURY, MARYLAND

WITNESS

By: _____
Julia Glanz Date
City Administrator & Acting Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz
From: Ben Baker, Deputy Director DFO, Services
Subject: Ordinance- Budget Amendment
Date: October 8, 2020

Department of Field Operations (DFO) Zoo, Vehicle # ZOO-2, a 2004 GMC small dump truck was involved in an accident on sight and was repaired by a local vendor.

DFO request that the insurance adjustment from the above vehicle totaling \$848.15 be transferred to the DFO Zoo Vehicle Account, 40000-534308 to be used towards the repairs within the FY21 budget year.

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

ORDINANCE No. 2630

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET ADMENDMENT OF THE FY21 GENERAL FUND BUDGET TO APPROPRIATE INSURANCE PROCEEDS RECEIVED IN FY21 AS PART OF THE PAYMENT FOR VEHICLE REPAIR.

WHEREAS, City of Salisbury Zoo Vehicle ZOO-2, 2004 GMC Small Dump Truck was involved in an accident on site and was repaired by a local vendor; and

WHEREAS, the Department of Field Operations (DFO) is requesting that the insurance proceeds of \$848.15 be placed in the Zoo Vehicle Account, 40000 534308; and

WHEREAS, the Zoo will utilize the funds from the insurance proceeds to pay for the repair within the FY21 Budget Year; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City's Fiscal Year 2021 General fund Budget is hereby, amended as follows:

- 1) Increase Insurance Proceeds (01000-456935) by \$848.15
- 2) Increase the Salisbury Zoo- Vehicle Account (40000-534308) by \$848.15

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

THIS ORDINANCE was introduced, read at a meeting of the Council of the City of Salisbury held on this 9th day of November, 2020 and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the council on the ____ day of _____, 2020.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Julia Glanz, City Administrator, for and at the direction of
Jacob R. Day, Mayor