



CITY OF SALISBURY CITY COUNCIL AGENDA

DECEMBER 14, 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. PRESENTATIONS
- Proclamation- City Administrator Julia Glanz
 - Certificate of Appreciation- City Administrator Julia Glanz
 - ALICE Report- Claire Otterbein, United Way of the Lower Eastern Shore Community Impact Manager
- 6:20 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:21 p.m. CONSENT AGENDA - City Clerk Kimberly Nichols
- November 9, 2020 Council Meeting Minutes
 - **Resolution No. 3081**- approving the reappointment of Greg Tyler to the Disability Advisory Committee for the term ending December 2023
 - **Resolution No. 3082**- approving the reappointment of Virginia Hussey to the Friends of Poplar Hill Mansion for the term ending November 2023
- 6:24 p.m. PRESENTATION/APPROVAL OF FY20 AUDIT- Finance Director Keith Cordrey and Timothy Sawyer, CPA, CGMA – Barbacane, Thornton & Company
- FY20 Audit and Financial Statements
- 6:34 p.m. RESOLUTIONS – City Administrator Julia Glanz
- **Resolution No. 3083**- to update the Employee Handbook by amending Chapter 10 to include additional requirements for an employee to resign in good standing
- PUBLIC HEARING**- Hall Drive – Long Property Annexation Resolutions
- **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”

6:44 p.m. ORDINANCES - City Attorney Mark Tilghman

- **Ordinance No. 2632**- 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 \$26,274.44, and to approve a Budget Amendment to the FY 2021 Grant Fund to appropriate these funds for the purchase of Air Purifiers and Replacement Filters for use in Small City Office Spaces, and Critical Need COVID-19 Supplies for distribution to the Public by The Vulnerable Populations Task Force
- **Ordinance No. 2633**- 1st reading- to accept grant funds from the Somerset County Health Department in the amount of \$2,000.00, and to approve a budget amendment to the FY21 Homeless Solutions Program Grant Fund to appropriate funds for Coronavirus Response Hazard Pay
- **Ordinance No. 2634**- 1st reading- approving an amendment of the City's General Capital Project Fund Budget to reallocate funding for the GOB Roof Project
- **Ordinance No. 2635**- 1st reading- approving an amendment of the City's Water and Sewer Capital Project Fund Budget to reallocate funding for the Structural Study and the Park Water Treatment Plant Interior Improvements Projects
- **Ordinance No. 2636**- 1st reading- approving a budget amendment of the FY2021 General Fund Budget to appropriate funds for the City to purchase property located at 319 Truitt Street from DEVRECO, LLC
- **Ordinance No. 2637**- 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 \$27,310.00, and to approve a budget amendment to the FY2021 Grant Fund to appropriate these funds for the purchase of a 2020 Subaru Outback
- **Ordinance No. 2638**- 1st reading- to authorize the Chief of Police to enter into a MOU with the University, to accept funding from the Governor's Office of Crime Control & Prevention in the amount of \$100,000.00, and to approve a budget amendment of the FY2021 budget to appropriate these grant funds for the purpose of exploring the predictive policing with machine learning project to assist in predicting crime patterns and to ultimately reduce crime in the City of Salisbury
- **Ordinance No. 2639**- 1st reading- pursuant to Chapter 17.228 of Title 17, Zoning of the Salisbury Municipal Code and Section 4-102 of the Land Use Article of the Annotated Code of Maryland for the purpose of amending Section 17.28.020, to allow a Single Family Dwelling Unit in Light Business and Institutional Zones
- **Ordinance No. 2640**- 1st reading- pursuant to Chapter 17.228 of Title 17, Zoning of the Salisbury Municipal Code and Section 4-102 of the Land Use Article of the Annotated Code of Maryland for the purpose of amending Section 17.212.030, to allow a Medical Office/Clinic as a permitted use with a Shopping Center
- **Ordinance No. 2641**- 1st reading- to authorize the Mayor to enter into a contract with the U.S. Department of Housing & Urban Development for the purpose of accepting additional Community Development Block Grant funds associated with the CARES Act in the amount of \$227,905 (CDBG-CV1) and \$244,747 (CDBG-CV3), and to approve a budget amendment to the FY2021 Grant Fund to appropriate these funds for the projects outlined in the 2020 CDBG Action Plan CV1 and CV3 amendments

7:15 p.m. PUBLIC COMMENTS

7:20 p.m. COUNCIL COMMENTS

7:25 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.

SPECIAL MEETING – DECEMBER 21, 2020

- **Ordinance No. 2636**- 2nd reading- approving a budget amendment of the FY2021 General Fund Budget to appropriate funds for the City to purchase property located at 319 Truitt Street from DEVRECO, LLC
- **Ordinance No. 2637**- 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 \$27,310.00, and to approve a budget amendment to the FY2021 Grant Fund to appropriate these funds for the purchase of a 2020 Subaru Outback
- **Ordinance No. 2638**- 2nd reading- to authorize the Chief of Police to enter into a MOU with the University, to accept funding from the Governor's Office of Crime Control & Prevention in the amount of \$100,000.00, and to approve a budget amendment of the FY2021 budget to appropriate these grant funds for the purpose of exploring the predictive policing with machine learning project to assist in predicting crime patterns and to ultimately reduce crime in the City of Salisbury
- **Ordinance No. 2641**- 2nd reading- to authorize the Mayor to enter into a contract with the U.S. Department of Housing & Urban Development for the purpose of accepting additional Community Development Block Grant funds associated with the CARES Act in the amount of \$227,905 (CDBG-CV1) and \$244,747 (CDBG-CV3), and to approve a budget amendment to the FY2021 Grant Fund to appropriate these funds for the projects outlined in the 2020 CDBG Action Plan CV1 and CV3 amendments

CANCELLED- DECEMBER 28, 2020

NEXT COUNCIL MEETING – JANUARY 11, 2021

- **Ordinance No. 2633**- 2nd reading- to accept grant funds from the Somerset County Health Department in the amount of \$2,000.00, and to approve a budget amendment to the FY21 Homeless Solutions Program Grant Fund to appropriate funds for Coronavirus Response Hazard Pay
- **Ordinance No. 2634**- 2nd reading- approving an amendment of the City's General Capital Project Fund Budget to reallocate funding for the GOB Roof Project
- **Ordinance No. 2635**- 2nd reading- approving an amendment of the City's Water and Sewer Capital Project Fund Budget to reallocate funding for the Structural Study and the Park Water Treatment Plant Interior Improvements Projects
- Ordinance No. _ – 1st reading -Accept grant from MDOT for Naylor Mill Bridge Design (2nd R 1/25) (dc)
- Ordinance No. _ – 1st reading -FY21 Bicycle Facilities
- Ordinance No. _ – 1st reading -Parking Removal Fitzwater Street
- Ordinance No. _ – 1st reading -Parking Removal Power Street
- Ordinance No. _ – 1st reading -Parking Removal College Avenue

Public Hearing

- **Ordinance No. 2639**- 2nd reading- pursuant to Chapter 17.228 of Title 17, Zoning of the Salisbury Municipal Code and Section 4-102 of the Land Use Article of the Annotated Code of Maryland for the purpose of amending Section 17.28.020, to allow a Single Family Dwelling Unit in Light Business and Institutional Zones
- **Ordinance No. 2640**- 2nd reading- pursuant to Chapter 17.228 of Title 17, Zoning of the Salisbury Municipal Code and Section 4-102 of the Land Use Article of the Annotated Code of Maryland for the purpose of amending Section 17.212.030, to allow a Medical Office/Clinic as a permitted use with a Shopping Center

Join Zoom Meeting

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

Meeting ID: 536 277 2908

One tap mobile

+13017158592,,5362772908# US (Germantown)

+13126266799,,5362772908# US (Chicago)

+19292056099,,5362772908# US (New York)

CITY OF SALISBURY, MARYLAND

REGULAR MEETING (VIA ZOOM MEETING)

NOVEMBER 9, 2020

PUBLIC OFFICIALS PRESENT

President John “Jack” R. Heath

Council Vice-President Muir Boda

Councilwoman Angela M. Blake

Councilwoman Michele Gregory

Councilwoman April Jackson (left meeting at 6:14 p.m.)

PUBLIC OFFICIALS ABSENT

Mayor Jacob R. Day

IN ATTENDANCE

*Deputy City Administrator Andy Kitzrow, Department of Infrastructure & Development (DID)
Director Amanda Pollack, Deputy Chief James Gladwell, Procurement Director Jennifer Miller,
Field Operations Director Tom Stevenson, Senior Buyer Michael Lowe, 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.*

PRESENTATION

Lynching Memorial Task Force

*Deputy City Administrator Andy Kitzrow reported the Lynching Memorial Task Force began
working in January 2020 on the following three items:*

- 1. Identifying the location for the Lynching Memorial*
- 2. Deciding on the signage for the memorial*
- 3. Determining the language for the memorial*

*Mr. Kitzrow introduced the three task force members on the Zoom call- Co-Chairs Michaela
Moses and Amber Green, and Secretary James Yamakawa. Ms. Moses presented the “Lynching
In Wicomico County” PowerPoint. The following is a synopsis of the presentation:*

- 20 people served on the Task Force with input received from the community.*
- Black people were enslaved and subjected to Jim Crow laws and domestic terror
campaigns.*
- Black people are incarcerated at higher rates and for longer periods than White people.*
- Maryland incarcerates people at a higher rate than many countries. White people make
up 55% of the Maryland population and account for 27% of the prison population. Black*

- people only make up 30% of the population, yet comprise 70% of the jail population.
- There was no evidence that Black people commit crimes at a higher rate than White people. They are policed more heavily and at higher rates.
 - Lynchings were violent and public acts that tortured and traumatized Black people throughout the country, and were largely tolerated by State and Federal officials.
 - Lynchings peaked between 1880 and 1940, and killed African American men, women and children. They were used to control the Black population rather than to punish crime.
 - There are (46) known lynchings in Maryland, (3) of which were in Wicomico County.
 - Known victims in Wicomico County were 18-year-old Garfield King, lynched in 1898; 23-year-old Matthew Williams, lynched in 1931; and an unknown man found following the lynching of Matthew Williams. This man was thought to be 35 to 40 years old and it was suspected he was killed by the same mob that lynched Mr. Williams.
 - The media refused to report on the lynchings and witnesses refused to identify mob members. Both Black and White community members were fearful and experienced psychological trauma. Black people were threatened and some communities were burned.
 - Reconciliation steps for the community included the following: soil collection & historical marker ceremony, social justice essay contest, and public hearings.
 - Ms. Moses recommended the following books: “On the Courthouse Lawn” by Sherrilyn Ifill, “Just Mercy” by Bryan Stevenson, and “Mob Law on Delmarva” by Linda Duyer.
 - Ms. Moses shared the task force email address: salisbury memorial task force@gmail.com

Council thanked the task force for the detailed and informative presentation.

PROCLAMATIONS

National Runaway Prevention Month

Mr. Kitrow presented the proclamation declaring November 2020 as National Runaway Prevention Month. Runaway youth are often barred from home, abused, involved in the foster care system, and cannot take care of themselves or access proper medical or mental health care. They are at increased danger for falling into high-risk situations, such as human trafficking. Programs supporting them and their families by providing safe homes succeed because of partnerships created among families, youth-based advocacy organizations, community-based human service agencies, law enforcement, schools, faith-based organizations, and businesses.

Fenix Youth Project, Inc. in Salisbury, under Executive Director Amber Green, supports marginalized youth through programs and services funded through the Wicomico Partnership for Families and Children, the Local Management Board, and Maryland’s Governor’s Office for Children. It provides safe spaces for marginalized youth to experience and access resources designed to build leadership skills and become engaged in social justice and community issues.

The citizens of the City of Salisbury were urged to support the effort to increase awareness about and advocate on behalf of runaway and homeless youth and their families.

Municipal Government Works Month

Mr. Kitrow presented the Municipal Government Works Month proclamation. Maryland’s cities and towns have celebrated this month each November since 1993 to promote awareness of and

93 *interest in the government. Maryland is home to 156 Municipalities in addition to the City of*
94 *Salisbury, which was incorporated in 1854. Municipal Government represents the most*
95 *responsive level of government, allowing citizens to have direct access to elected officials.*
96

97 **ADOPTION OF LEGISLATIVE AGENDA**
98

99 *Ms. Blake moved, Mr. Boda seconded, and the vote was unanimous to approve the legislative*
100 *agenda.*
101

102 **CONSENT AGENDA** – *presented by City Clerk Kimberly Nichols*
103

104 *The Consent Agenda consisting of the following items was unanimously approved (4-0 vote) on a*
105 *motion and seconded by Mr. Boda and Ms. Gregory, respectively:*
106

- *October 19, 2020 Work Session Minutes*
- *October 19, 2020 Closed Session Minutes*
- *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*

107
108 **AWARD OF BIDS** – *presented by Procurement Director Jennifer Miller*
109

110 *The Award of Bids, consisting of the following, was unanimously approved (4-0 vote) on a motion*
111 *and seconded by Ms. Gregory and Ms. Blake, respectively:*
112

- *Declaration of Surplus, Department of Field Operations- Misc. Vehicles & Equipment \$0.00*

113
114
115 **RESOLUTIONS** – *presented by City Administrator Julia Glanz*
116

- **Resolution No. 3075**- *to amend the bylaws of the Human Rights Advisory Committee to change the committee's membership requirements and terms*

117
118
119
120 *Mr. Boda moved, Ms. Blake seconded, and the vote was 4-0 to approve Resolution No. 3075.*
121

- **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"*

122
123
124
125
126 *Ms. Blake moved, Ms. Gregory seconded, and the vote was 4-0 to approve Resolution No. 3065.*
127

128
129 *President Heath announced the Public Hearing would be held on December 14, 2020*
130

- 131 • **Resolution No. 3066**- to adopt an annexation plan for a certain area of land contiguous to
132 and binding upon the Corporate Limit of the City of Salisbury to be known as the “Hall
133 Drive – Long Property Annexation”
134

135 Mr. Boda moved, Ms. Gregory seconded, and the vote was 4-0 to approve Resolution No.
136 3066.
137

138 **ORDINANCES** – presented by City Attorney Mark Tilghman
139

- 140 • **Ordinance No. 2626**- 2nd reading- to authorize the Mayor to enter into a contract with
141 the Wicomico County Health Department for the purpose of accepting grant funds in
142 the amount of \$24,951.28, and to approve a budget amendment to the FY 2021 Grant
143 Fund to appropriate these funds for the purchase of two (2) commercial grade washer/
144 extractors and dryers
145

146 Ms. Blake moved, Mr. Boda seconded, and the vote was 4-0 to approve Ordinance No.
147 2626 for second reading.
148

- 149 • **Ordinance No. 2627**- 2nd reading- authorizing the Mayor to enter into a Memorandum
150 of Understanding with the Wicomico County Health Department and approving a
151 budget amendment of the FY 2021 General Fund Budget to appropriate funds received
152 from the Wicomico County Health Department in the amount of \$7,500.00
153

154 Ms. Blake moved, Ms. Gregory seconded, and the vote was 4-0 to approve Ordinance No.
155 2627 for second reading.
156

- 157 • **Ordinance No. 2628**- 2nd reading- approving a budget amendment of the Grant Fund to
158 appropriate funds to operate the Salisbury-Wicomico Firstcare Team (SWIFT)
159

160 Mr. Boda moved, Ms. Gregory seconded, and the vote was 4-0 to approve Ordinance No.
161 2628 for second reading.
162

- 163 • **Ordinance No. 2629**- 1st reading- to authorize the Mayor to sign the grant agreements, to
164 accept two grants in the total sum of \$155,565.60 from the Maryland Department of
165 Transportation (MDOT) Maryland Bikeways Program for the design of the Rail Trail,
166 Phase 1 and West College Avenue Bikeway Projects, and to approve an amendment of
167 the FY21 Budget to allocate said funds for purposes of implementation
168

169 Ms. Blake moved, Ms. Gregory seconded, and the vote was 4-0 to approve Ordinance No.
170 2629 for second reading.
171

- 172 • **Ordinance No. 2630**- 1st reading- approving a budget amendment of the FY21 General
173 Fund Budget to appropriate insurance proceeds received in FY21 as part of the
174 payment for vehicle repair

175
176 *Mr. Boda moved, Ms. Gregory seconded, and the vote was 4-0 to approve Ordinance No.*
177 *2630 for first reading.*

178
179 **PUBLIC COMMENTS**

180
181 *There were no requests for public comments.*

182
183 **COUNCIL COMMENTS**

184
185 *Mr. Boda remarked on the ribbon cutting event held to open up Main Street. It looked great and a*
186 *lot of work was done, and it was under budget and ahead of schedule. He appreciated DID Director*
187 *Amanda Pollack and her team, George & Lynch, and the others. To see it completed after being*
188 *approved by Council (5) years ago was a great feeling. He asked the public to continue to support*
189 *local businesses and tip waitresses well.*

190
191 *Ms. Blake asked everyone to continue to wear their masks and social distance. The COVID-19*
192 *numbers nationwide and locally have ticked up. She asked those whom were healthy enough to*
193 *donate blood.*

194
195 *Ms. Gregory reported November was National Epilepsy Month. She reiterated what was said, to*
196 *wear masks, use hand sanitizer and wash hands. COVID numbers were increasingly going up.*

197
198 *President Heath commended Ms. Pollack and Infrastructure & Development for their work on Main*
199 *Street. Looking down the street the other day, President Heath said the establishments that were*
200 *opened surpassed his expectations. He reminded everyone to wear masks and be safe.*

201
202 **ADJOURNMENT**

203
204 *With no further business to discuss, the Legislative Session adjourned at 7:02 p.m.*
205

CITY OF SALISBURY, MARYLAND
CLOSED SESSION
OCTOBER 26, 2020

TIME & PLACE: 7:09 p.m., Zoom Meeting of City Council

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

VOTE TO CLOSE: Unanimous (4-0)

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

PRESENT: Council President John “Jack” R. Heath, Council Vice-President Muir Boda, Councilwoman Angela M. Blake, Councilwoman Michele Gregory, Deputy City Administrator Andy Kitzrow, City Attorney Mark Tilghman, City Clerk Kimberly Nichols

ABSENT: Mayor Jacob R. Day, Councilwoman April Jackson

The City Council convened in a Legislative Session via Zoom Meeting on October 26, 2020 at 6:00 p.m. At 7:09 p.m., President Heath called for a motion to convene in Closed Session as permitted under the Annotated Code of Maryland §3-305(b)(1). Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to convene in Closed Session.

Council discussed the goals and priorities list from which to evaluate the employee.

At 7:40 p.m., Ms. Gregory moved, Mr. Boda seconded, and the vote was unanimous (4-0) to end the Closed Session.

Council convened in Open Session at 7:46 p.m. and President Heath reported that Council had discussed the evaluation of an employee 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 Disability Advisory Committee
Date: November 17, 2020

The following person has applied for re-appointment to the Disability Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Greg Tyler	December 2023

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

Attachments

May 26, 2020

Greg Tyler
440 Monticello Avenue
Salisbury, MD 21801

Mayor Jake Day
125 N. Division Street
Room 304
Salisbury, MD 21801

Dear Mayor Day,

I would like to thank you for the opportunity I had to serve the people of Salisbury during the last several years as a member of the Disability Advisory Committee. As Salisbury has been trying to improve the quality of life for the citizens, I would like to think my time on the committee has allowed me to be a part of these efforts by working with the city to assist residents with disabilities. While technology to help them has been improving over the past several years, this current period has presented many new challenges most could not have foreseen only a short time ago. I would like to help the city meet the needs of these residents during such difficult times and so I am writing you to request a reappointment for another term on the Disability Advisory Committee.

Sincerely,

Greg Tyler

RESUME'

Gregory C. Tyler
440 Monticello Avenue
Salisbury, Maryland 21801

PERSONAL: Born, Salisbury, Maryland

EDUCATION: 1981, BA Salisbury State College, Salisbury,
Maryland
Second Area of Study in Communication Arts
Third Area of Study in Adaptive Education
1983 - Special Education Certification
1987 - Masters in Education
Major - Psychology-with emphasis on School
Psychology, including Computer Courses in Basic,
Pascal, Logo and Telecommunication Courses.

EXPERIENCE: Studied under Dr. Graff, Psychology
Department, Salisbury State University
2.5 years food service training and work at Salisbury
State, IMSRDS Computer Software including catering,
under Paul Bowden.
Computer Programming in Lotus, dBase, Basic,
Pilot/Logo, Sub-sets of the LISP Language. Desk Top
Publishing, Presentation Computer Graphics. Computer
Monitor- Salisbury State University. Graduate
Assistant in Dept. of Computer Science, Mathematics
and Engineering at University of Maryland Eastern
Shore.

Consultant Federal Technology Assistant Project

RADIO BROADCASTING

WSSC 15 weeks Radio D.J. (had a show)
1980-1981 News Department - Weather Department
Media Technician Training

ORGANIZATIONS:

Philosophical Society
Theater Department
Chorus Salisbury State University
1976 Demolay Master Counselor
Member Asbury Church
Member Asbury Church Choir
Member Association for Children with Learning
Disabilities (ACLD)
Wicomico County-MS-DOS User Group

HOBBIES:

Swimming
Biking
Choral Group
Photography
Computer-Programming in Basic, Pascal, Pilot, & Logo
Meteorology

References upon request

1 **RESOLUTION NO. 3081**

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

6
7 Name
8 Greg Tyler

Term Ending
December 2023

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

13
14 ATTEST:

15
16
17 _____
18 Kimberly R. Nichols
19 CITY CLERK

John R. Heath
PRESIDENT, City Council

20
21
22 APPROVED BY ME THIS

23
24 _____ day of _____, 2020

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



MEMORANDUM

To: Julia Glanz, City Administrator
From: Julie English, Administrative Assistant
Subject: Re-appointment to the Friends of Poplar Hill Mansion
Date: December 9, 2020

The following person would like to be re-appointed to the Friends of Poplar Hill Mansion for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Virginia Hussey	November 2023

Attached you will find information from Virginia Hussey and the Resolution necessary for her 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.

Attachments

Julia Glantz
Salisbury City Administrator
125 N. Division St.
Salisbury, MD. 21801

Dear Ms. Glantz,

The purpose of this letter is to express my interest in a reappointment to the Friends of Poplar Hill Mansion Board of Directors. My experience as a Board of Director thus far has been educational, enjoyable and at times challenging. During my first term as a director I served a two year term as Board Chair. I would like to continue in the support of the preservation of the Mansion and the associated activities.

My current membership:

Board Member Friends of Poplar Hill Mansion

In closing, I have always enjoyed being an active member of various organizations. I have the time and desire to be a supportive member of The Board of Directors of the Friends of Poplar Hill Mansion. Please contact me at 410-422-9438 or via email ginnyhussey@yahoo.com if you have any questions.

Thank you for your consideration in my reappointment.

Sincerely,

Ginny Hussey

Ginny Hussey

Professional Profile

I have successfully written, and have been awarded, three Community Legacy grants for Downtown improvements for local business owners, two Program Open Space grants, one for the Salisbury Marina Boathouse and one for Basketball Court Restoration at Waterside Park. I have written a third Community Legacy grant for Salisbury Neighborhood Intervention Program – 2016, which is now under review. I administered the MHAA grant for the Poplar Hill Mansion Storm Window Replacement Grant. I also review the ESG grants and CDBG grants.

- Proficient in the HUD IDIS Reporting System
- Proficient in the Microsoft Office Suite
- Prepare Quarterly Financial Status Reports to HUD
- Prepare Semi-Annual Financial Reports to HUD
- Prepare Annual Financial Reports to HUD
- Administer Department Programs
- Track and Maintain CDBG Draw-downs
- Process and Track Purchase Orders, Requisitions, Invoices and Purchase Authorizations
- Maintain and Track Computer Records
- Prepare Bi-Weekly Payroll Timesheets
- Liaison between the City and The Friends of Poplar Hill Mansion
- Liaison Between the Community Development Department and the Local COC (Continuum of Care)

Professional Accomplishments

International Association Of Administrative Professionals (IAAP®)

- Achieved Certified Administrative Professional – Organizational Management (CAP-OM) Certification May 2006, recertified May 2011.
- Leadership – DE-MD-DC Division President 2014 – 2015
DE-MD-DC Division Vice President 2013-2014
DE-MD-DC Division Secretary 2011-2013
- You're the Best Achievement Award 2014
- Member of Excellence – 2009, 2011, 2012, 2013, 2014
- I Have Presented at IAAP Conferences with over 100 Attendees Present
- I Have Facilitated an IAAP National Webinar Conference

Administrative

- 2012 Wicomico County Administrative Professional of the Year
- Experience in Grant Procurement and Administration
- Experience in Event Planning
- Ability to Prioritize, Multitask, Organize and Pay Attention to the Fine Details of Projects.

Public Service

- Friends of Poplar Hill Mansion Board Member
-

Work History

Grant Coordinator	City of Salisbury, Salisbury, MD	May 14, 2019 – August 2019
Administrative Support Specialist	City of Salisbury, Salisbury, MD	December 10, 2010 to July 31,2017 (Retired)
Project Secretary	Barton Malow, Salisbury, MD	June 2008 to November 2009
Office Manager	Valley National Gases, Salisbury, MD	May 1994 to June 2008
Administrative Assistant	Hess Apparel, Salisbury, MD	September 1992 to April 1994

Education

English/History Major	Salisbury University, Salisbury, MD.	Attended (3 years)
Business Banking Management Courses	Wor-Wic Community College	Continuing Professional Education (2 year Course)
Microsoft Office Suite	Wor-Wic Community College	Continuing Professional Education
Office Management	Wor-Wic Community College	Continuing Professional Education
Grant Writing A-Z	Wor-Wic Community College	Continuing Professional Education
Preparing for the Competitive Grants Game	The State of Maryland Governor's Grants Office	Continuing Professional Education
Professional Training	Education provided by the International Association of Administrative Professionals (IAAP) Several seminars provided by Fred Pryor & Skillpath	Continuing Professional Education

References

References are available upon request.

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<u>Name</u>	<u>Term Ending</u>
Virginia Hussey	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



City of
Salisbury
Jacob R. Day, Mayor

DATE: November 20, 2020

TO: Julia Glanz, City Administrator

FROM: Jeanne Loyd, Director of Human Resources

SUBJ: Employee Handbook Changes

Please find attached a copy of a Resolution to effect the changes identified in the City Employee Handbook which covers Chapter 10, Termination of Employment.

The requested change will allow the City at the time of resignation to make employees to "At Will" and be able to accept their notice immediately without having them be required to complete the notice time. This would allow the City to reduce the continued risk of the employee having a worker's compensation injury/illness. This would also allow us to accept the resignation in lieu of notice and have them remain in good standing.

Certain parameters would allow the City to pay the employee for the two weeks of notice time and avoid risk of an injury and further costs to the City in the possible spread of COVID 19. This slight changes protects us from possible litigation due to letting an employee go "without cause".

1 RESOLUTION NO. 3083

2
3 A RESOLUTION OF THE CITY OF SALISBURY TO UPDATE THE
4 EMPLOYEE HANDBOOK BY AMENDING CHAPTER 10 TO INCLUDE
5 ADDITIONAL REQUIREMENTS FOR AN EMPLOYEE TO RESIGN IN
6 GOOD STANDING.

7
8 WHEREAS, the City of Salisbury has an Employee Handbook; and

9
10 WHEREAS, the Mayor's Office and the Human Resources Department have reviewed
11 the Employee Handbook; and

12
13 WHEREAS, the Mayor's Office and the Human Resources Department recommend
14 updating the Employee Handbook; and

15
16 WHEREAS, the City of Salisbury desires to amend the Employee Handbook in
17 segments; and

18
19 WHEREAS, the City of Salisbury has already amended chapters 1 - 4, and will amend
20 the rest of the Employee Handbooks in future resolutions; and

21
22 WHEREAS, the recommended changes have been approved by the Mayor and reviewed
23 by the City Council.

24
25 NOW, THEREFORE, BE IT RESOLVED by the City of Salisbury, Maryland that
26 Chapter 10 of the Employee Handbook is amended as follows:

27
28 Chapter 10
29 **TERMINATION OF EMPLOYMENT**

30
31 1001 Resignation In Good Standing

32
33 To resign in good standing, a City employee must resign in writing and provide at least fourteen days'
34 notice of intention to resign to the Department Head. Further, the employee must perform all work in
35 a satisfactory manner during the notice period to remain in good standing. Whenever possible,
36 employees are encouraged to provide at least one month's notice of intention to resign. Resignation
37 under any other circumstance, except unforeseen illness or accident, will be considered resignation
38 which is not in good standing.

- 39
40 A. Upon notice of resignation, an employee shall become an at-will employee
41 B. After a notice of resignation is submitted, an employee may have his or her duties or schedule
42 modified or may be terminated during the notice period for any reason at the discretion of the
43 City; an employee who remains in good standing and is not a probationary employee will be
44 paid regular wages during the notice period.

45
46 1002 Return of Property

47
48 Upon termination for any reason, all City property must be returned immediately. This includes all
49 City uniforms, insignias, tools, manuals, handbooks, or equipment. In the event that an employee fails
50 to return any City property, an appropriate amount may be withheld from any amounts otherwise
51 owed to the employee until such property has been returned.

52
53 1003 Unused Leave Time
54

- 55 A. Upon notice of termination of employment, the employee will be paid out for any
56 accumulated but unused annual leave time through the end of the preceding full month. The
57 payout amount will be equal to the number of unused leave days multiplied by the
58 employee's last daily rate of pay.
59
60 B. Upon notice of termination, any unused sick leave days will be forfeited, except in the event
61 of Retirement from City employment. In the event of Retirement from City employment, the
62 employee will be paid 25%, up to a maximum of thirty days, of all unused sick leave time.
63
64 C. Unused leave time may not be used to extend an employee's employment if the employee
65 has no bona-fide intention of returning to work following the leave.
66

67 1004 Insurance Benefits Upon Termination
68

69 Upon termination of employment, all insurance benefits will terminate immediately. Employees,
70 however, may make arrangements to continue health insurance coverage by making arrangements
71 with the Human Resources Department to pay the premium for health insurance coverage.
72
73

74 Underlined and italic indicate additions

75 ~~Strikethrough~~ and bold indicate deletions
76

77 THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of
78 the City of Salisbury held on the ____ day of _____ 2020, and is to become effective
79 immediately upon adoption.
80

81 ATTEST:
82
83


84 _____
85 Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

86
87 APPROVED BY ME THIS ____ day of _____, 2020.
88
89

90 Julia Glanz, City Administrator, for and
91 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.

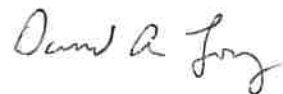
Please let us know if you have any questions.

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

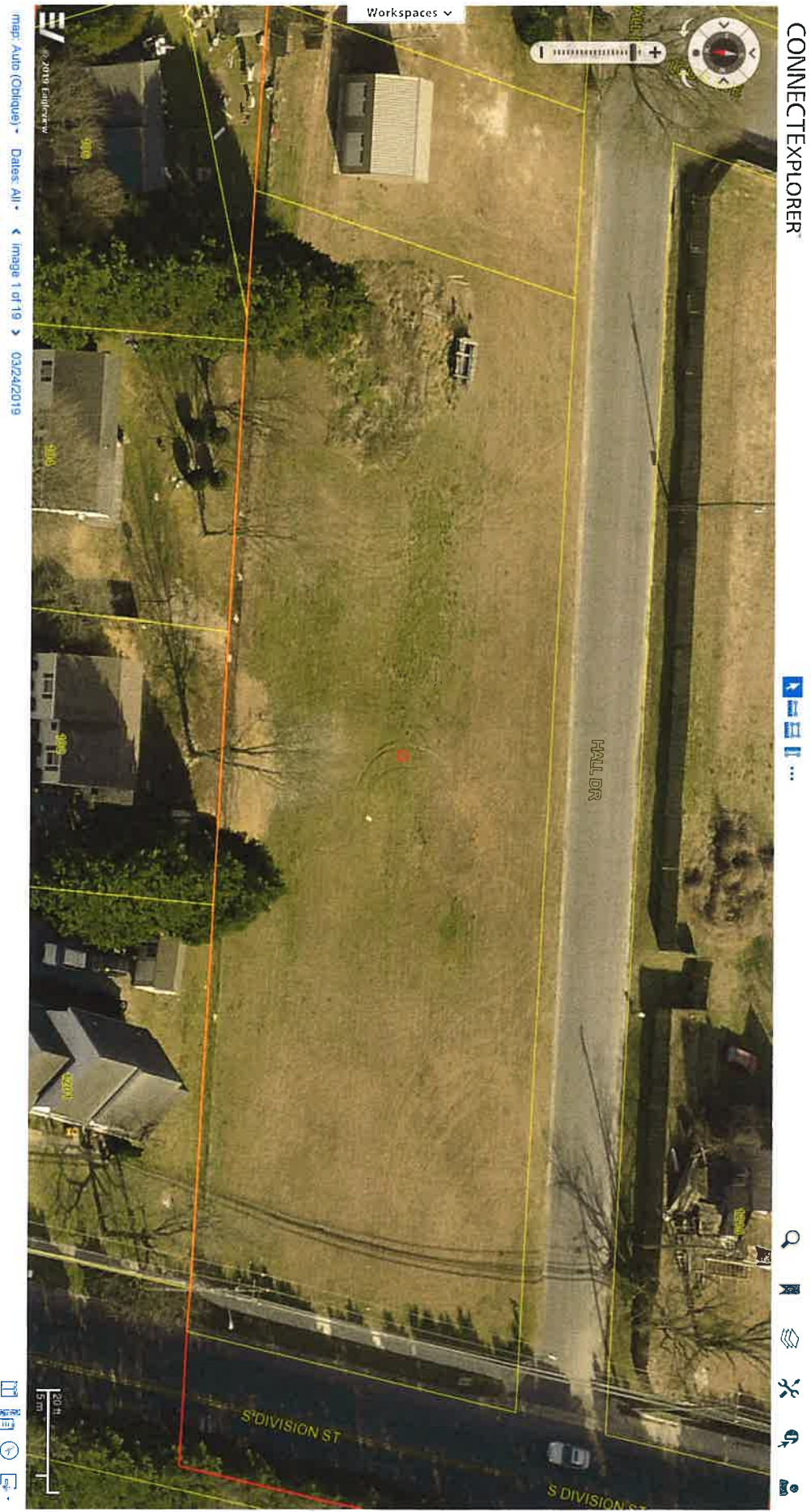
12/20/19
Date

David A. Long

12/27/19
Date

Date

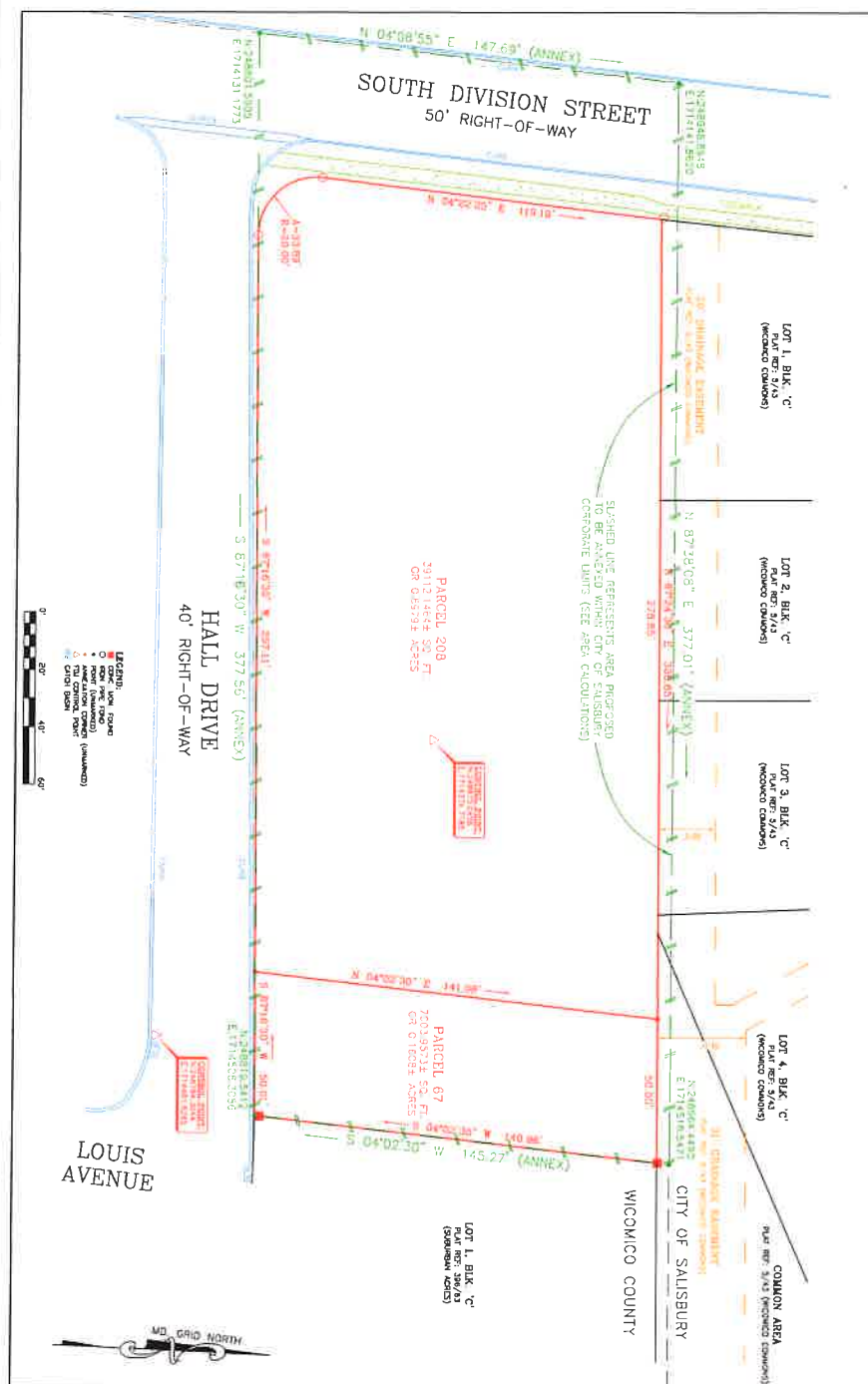
Date



ANNEALING CALCULATIONS	
PAGE 1, 67	= 0.1008 K
PAGE 1, 208	= 0.0978 K
P/O SOUTH DAVENPORT ST.	= 0.1842 K
P/O WACOALCO CONDENSERS	= 0.0372 K
TOTAL AREA	= 1.4199 K



- [illegible]



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



F. Douglas Jones
Surveying Associates
939 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

[illegible]

[illegible]

	ORIGINAL AREA	SUBTRACTED AREA	ADDED AREA	REVERSED AREA
PAGE 01	0.0000 ACRES	0.0000 ACRES	0.0 ACRES	0.0 ACRES
PAGE 02	0.0000 ACRES	0.0000 ACRES	0.0 ACRES	0.0 ACRES
TOTAL AREA			1.0000 AC.	0.0000 AC.

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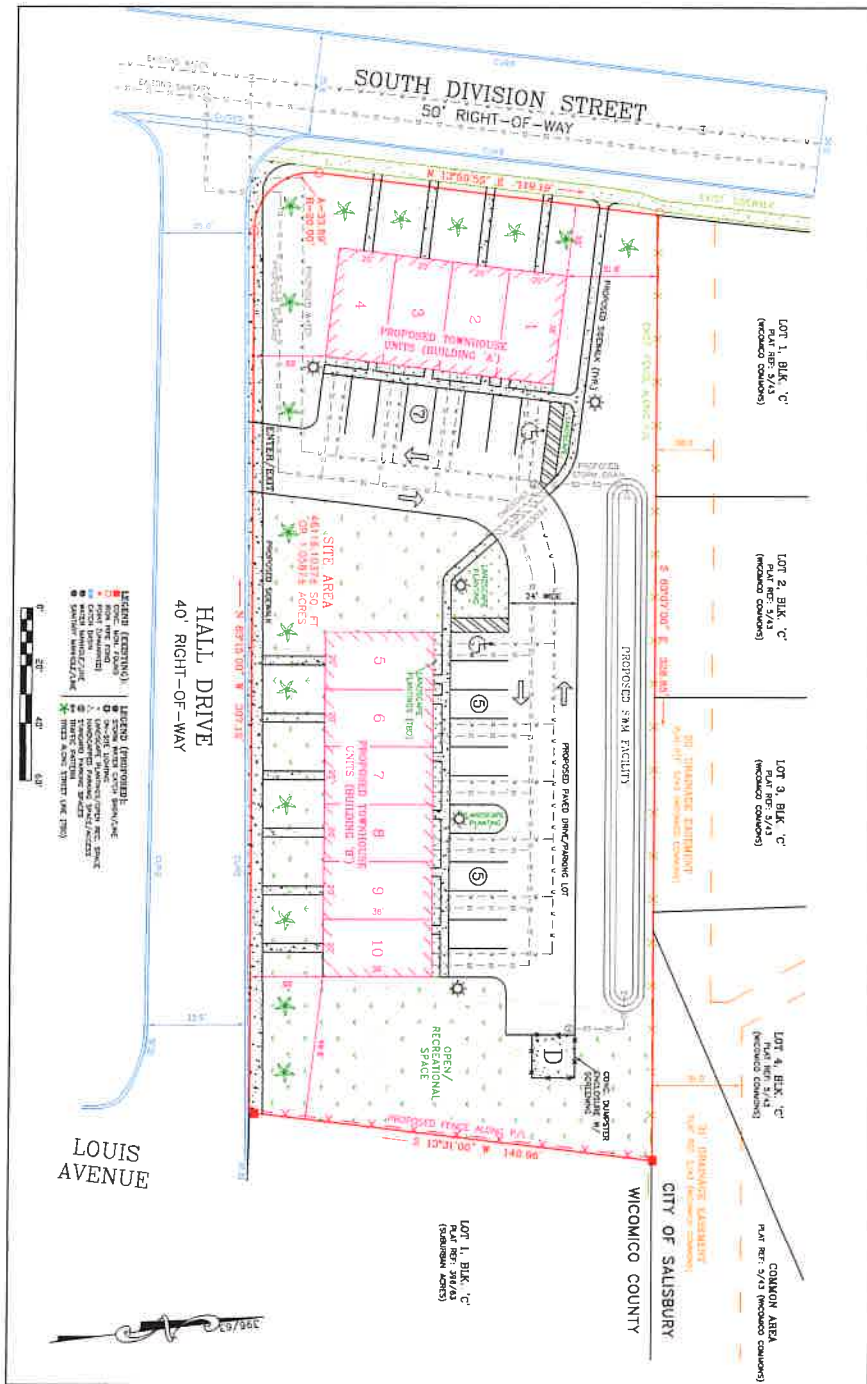
PAVING CALCULATIONS:
SCALLOPED 1/2 SPACES + 20% PPM UNIT = 17
17 STANDING + 2 HANDCAPPED = 18

BUILDING COVERLAGE CALCULATIONS:
SCALLOPED:
ADJ. AREA = 11,872.01 ± 50. FT
ADJ. AREA = 11,872.01 ± 50. FT
ADJ. AREA = 11,872.01 ± 50. FT

BUILDING 'A' = 1,040.50 FT.
BUILDING 'B' = 1,040.50 FT.
TOTAL = 7,200.00 SQ. FT. (0.85)

```

PROPOSED
21.48 SITE AREA = 11,818.18 SQ. FT.
AREA UNDER THE BRIDGE DECK



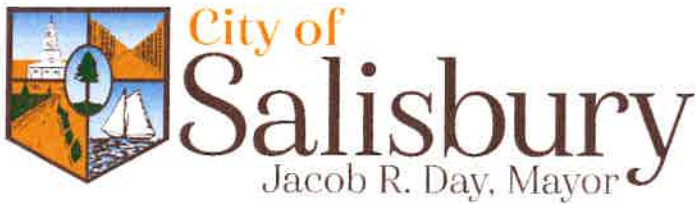
DATE: DEC 19	DATE: DEC 19
TIME: 10	TIME: 10
NAME: M. J.	NAME: M. J.
ADDRESS: 100 N. 10th St.	ADDRESS: 100 N. 10th St.
CITY: S.W. 10th St.	CITY: S.W. 10th St.
STATE: 100 N. 10th St.	STATE: 100 N. 10th St.
ZIP: 100 N. 10th St.	ZIP: 100 N. 10th St.
1 OF 1	1 OF 1

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

REVISIONS	
Date	Issued for:
02/11/20	FOR LARGEST FIVE DOWNS TRACKING
02/16/20	DOWNS UNIT TRACKING



F. Douglas Jones
Surveying Associates
540 Riverside Drive, Unit 14
P.O. Box 2658
Salisbury, Maryland 21801
Phone: 410-343-2615
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,

A handwritten signature in blue ink that reads 'Anne Roane'.

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.

A

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 December 14, 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 9th of November, 2020, having been duly published as required by law in the meantime a public hearing was held on the 14th day of December, 2020, and was finally passed by the Council at its regular meeting held on the 14th day of December, 2020.

Kimberly R. Nichols,
City Clerk

John R. Heath,
Council President

82 APPROVED BY ME this _____ day of _____, 2020

83

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 9th day of November, 2020, having been duly published as required by law in the meantime a public hearing was held on December 14, 2020, and was finally passed by the Council at its regular meeting held on the 14th day of December, 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

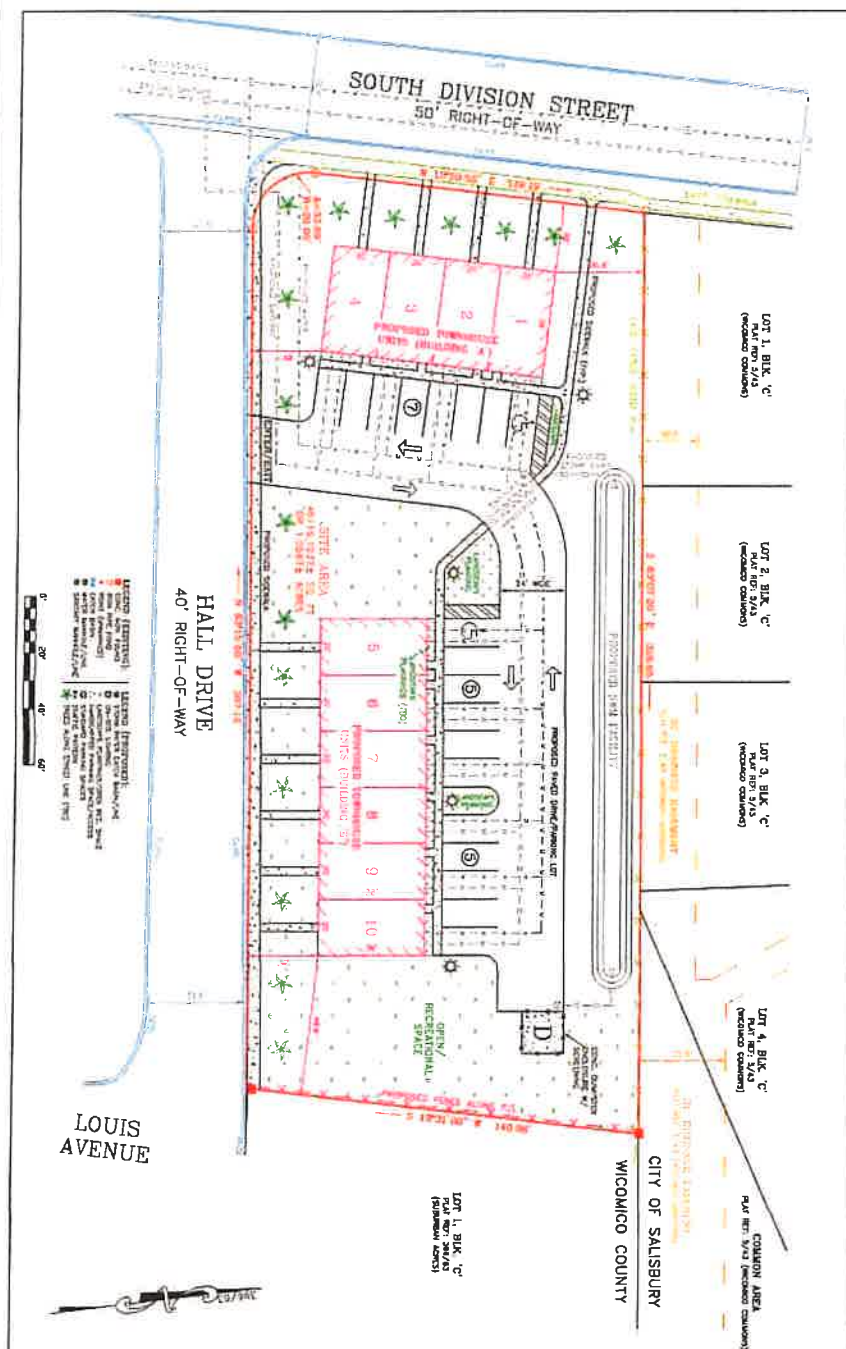
Exhibit A

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:
11/10/00	THE LAMP FOR NEW CHURCH
11/10/00	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



MEMORANDUM

To: City Council
From: Julia Glanz, City Administrator
Subject: Budget Amendment – Funding for Air Purifiers and PPE Distribution
Date: December 4, 2020

As you are aware, the Wicomico County Health Department (WiCHD) received a direct allocation of funds through the Federal Coronavirus Relief Fund (CRF) to help support Emergency medical response expenses related to COVID-19. As a result of this available funding, the City of Salisbury submitted a request for funding to purchase of 20 air purifier units to filter and clean air in smaller office spaces and for masks (adult and children), hand sanitizer, and tables and cones, for distribution to the public. The total cost of the project is \$26,274.44 and it has been approved by the WiCHD.

Attached you will find an Ordinance requesting the approval of a budget amendment to the FY2021 grant fund for the purpose of accepting funds from the Wicomico County Health Department.

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

MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2021

WICOMICO COUNTY HEALTH DEPARTMENT (WiCHD) and CITY OF SALISBURY

I. BACKGROUND

The Wicomico County Health Department (WiCHD) received Federal Coronavirus Relief Funds (CRF) to help support expenditures incurred due to the public health emergency, related to COVID-19.

II. AGREEMENT

The following agreement entered into this 3rd day of December 2020, by and between the Wicomico County Health Department (WiCHD) and the City of Salisbury:

A City of Salisbury has submitted expenses to WiCHD and agrees to support the Vulnerable Population Taskforce in their public health efforts. The focus is on the prevention and management of COVID-19, to reduce preventable deaths, mitigate the social and economic impact of COVID 19 for vulnerable grouples.

1. Vulnerable Population Distribution Events: \$20,414.84
2. City of Salisbury Air Purifiers and replacement filters: \$5,859.60

B. WiCHD agrees to

1. Pay City of Salisbury \$26,274.44 to purchase the above equipment, once we receive a detailed invoice.

II. TERMINATION

This agreement will terminate on December 31,2020.

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

IV. SIGNATURES

The parties acknowledge their agreement by their signatures below:



Julia Glanz, City Administrator
City of Salisbury

12/4/2020

Date



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

12/3/2020

Date

ORDINANCE NO. 2632

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 \$26,274.44, AND TO APPROVE A BUDGET AMENDMENT TO THE FY 2021 GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE PURCHASE OF AIR PURIFIERS AND REPLACEMENT FILTERS FOR USE IN SMALL CITY OFFICE SPACES, AND CRITICAL NEED COVID-19 SUPPLIES FOR DISTRIBUTION TO THE PUBLIC BY THE VULNERABLE POPULATIONS TASK FORCE.

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

WHEREAS, the purpose of the CRF is to help support expenditures incurred due to the public health emergency, related to COVID-19; and

WHEREAS, the City of Salisbury submitted a grant request to the WiCHD for funding to assist with the purchase of air purifiers and replacement filters for use in small city office spaces and critical need COVID-19 supplies which will be distributed to the public by the members of the Vulnerable Populations Task Force; and

WHEREAS, the WiCHD has awarded the City funds in the amount of \$26,274.44; and

WHEREAS, the City of Salisbury must enter into a grant agreement with the WiCHD to define 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 \$26,274.44.

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 \$26,274.44
- 2) Increase Operating – COVID-19 Supplies Expense account (10500-546006-XXXXX) by \$26,274.44

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

50 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
51 Salisbury held on this 7th day of December, 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 **ATTEST:**

56
57
58 _____
59 Kimberly R. Nichols
60 City Clerk

John R. Heath, President
Salisbury City Council

61
62
63 APPROVED BY ME THIS _____ day of _____, 2020.

64
65
66 _____
67 Julia Glanz, City Administrator
68 for and at the direction of Jacob R. Day, Mayor
69

Memo

To: Keith Cordrey
From: Robert McClure, Grants Coordinator
Subject: Ordinance – Budget Amendment – Appropriation of COVID-19 Hazard Pay – \$2,000
Date: 11/24/20

Attached please find an ordinance to accept a grant from the Somerset Health Department for COVID-19 Hazard Pay to support the City of Salisbury's Homeless Services employees for their work during the COVID-19 pandemic.

The Somerset Health Department, the pass-through entity which provides us with the HSP grant, has provided the City of Salisbury with additional funding in the amount of \$2,000 to be divided between the employees of the Homeless Services team within the Housing and Community Development department. It is intended that this money be added to the existing FY21 HSP account (11081) in order to be disbursed to the appropriate employees expediently. No new contracts or agreements are required, but an allocation ordinance is needed.

If there are no questions or clarifications necessary, please forward this information to the City Council to be placed on their agenda for discussion at the 12/7/20 work session, first reading at the 12/14/20 legislative meeting, and second reading / final passage at the 12/28/20 legislative meeting. Thank you for your assistance.



City of
Salisbury
Jacob R. Day, Mayor

November 2, 2020

Somerset County Health Department
8928 Sign Post Road, Suite 2
Westover, MD 21871

Dear Mr. Christopher Osment:

I am in receipt of your letter notifying us of the ESG-CV Funds to be used as Hazard Pay for the Staff of the Housing and Homeless for the street outreach work that was done for Somerset County.

Please note that acceptance of the \$2000.00 will be made through our City Council as an ordinance and will take place of the next few months. These funds will be used for the intended purpose of Hazard Pay for our staff.

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

Thank you,

Jeanne Loyd
Director of Human Resources

ORDINANCE NO. 2633

AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT GRANT FUNDS FROM THE SOMERSET COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF \$2,000.00, AND TO APPROVE A BUDGET AMENDMENT TO THE FY21 HOMELESS SOLUTIONS PROGRAM GRANT FUND TO APPROPRIATE FUNDS FOR CORONAVIRUS RESPONSE HAZARD PAY.

WHEREAS, the Somerset County Health Department has awarded the City of Salisbury with Homeless Solutions Program (HSP) grant funding; and

WHEREAS, the purpose of the grant program is to support homeless services, including case management, in the City of Salisbury; and

WHEREAS, the Somerset County Health Department has awarded the City additional funds in the amount of \$2,000.00 to provide hazard bonuses to the City of Salisbury's homeless services department employees; and

WHEREAS, all funds shall be used to provide hazard bonuses to the City of Salisbury's homeless services department employees; 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 accept funding from the Somerset County Health Department for COVID19 hazard pay in the amount of \$2,000.00.

BE IT FURTHER ORDAINED that the City's Fiscal Year 21 Grant Fund Budget be and hereby is amended as follows:

- 1) Increase FY21 HSP Revenue account (10530-423603-11081) by \$2,000.00
- 2) Increase FY21 HSP Salary Expense account (10530-501001-11081) by \$2,000.00

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

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

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

Julia Glanz, City Administrator, for and with the authority of
Jacob R. Day, Mayor

INTER

OFFICE

MEMO

Department of Finance

To: Julia Glanz, City Administrator
From: Keith Cordrey, Director of Finance
Subject: GOB Roof Improvements
Date: November 13, 2020

Please find attached a Budget Ordinance which reallocates \$55,400 of available funds previously budgeted for the Police Communication System to the GOB Roof Improvements. The GOB Roof Improvement project was included as an approved project for \$175,000 to be funded by reallocation in Schedule B of the FY21 Budget Ordinance. The \$119,600 (\$175,000-\$55,400) remaining funds required for GOB Roof Project will be made available by reallocation of bond proceeds via legislation being prepared by bond counsel.

After your review, if you do not have questions or concerns, please forward this ordinance to council for their consideration.

ORDINANCE NO. 2634

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S GENERAL CAPITAL PROJECT FUND BUDGET TO REALLOCATE FUNDING FOR THE GOB ROOF PROJECT.

WHEREAS, Schedule B of the FY21 Budget Ordinance authorized the City to reallocate unused funds previously assigned to other capital projects to fund the Government Office Building Roof Project; and

WHEREAS, the Police Communications Project has \$55,400 of available funds previously transferred from the General Fund to be reallocated; and

WHEREAS, the Department of Procurement is seeking to move unused funds from the Police Communications project to the GOB Roof Project to provide the funding for the necessary improvements; and

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

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

Project Description	Account Description	Account		Amount
Revenues:				
Police Communication	Paygo Previous Year	98017-469313-48033	Decrease	55,400.00
GOB Roof	Paygo Previous Year	98017-469313-43029	Increase	55,400.00
Expenditures:				
Police Communication	Radios	98017-577031-48033	Decrease	55,400.00
GOB Roof	Buildings	98017-577015-43029	Increase	55,400.00

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

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

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

INTER

OFFICE

MEMO

Department of Finance

To: Julia Glanz, City Administrator
From: Keith Cordrey, Director of Finance
Subject: Structural Study and Park Water Treatment Plant Interior Improvement projects
Date: November 13, 2020

Please find attached a Budget Ordinance which reallocates available funds previously budgeted for the Scenic Drive Water Main project to the Structural Study and the Park Water Treatment Plant Interior Improvement projects. The Structural Study and the Park Water Treatment Plant Interior Improvement projects were included as approved projects to be funded by reallocation in Schedule B of the FY21 Budget Ordinance.

After your review, if you do not have questions or concerns, please forward this ordinance to council for their consideration.

ORDINANCE NO. 2635

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY'S WATER AND SEWER CAPITAL PROJECT FUND BUDGET TO REALLOCATE FUNDING FOR THE STRUCTURAL STUDY AND THE PARK WATER TREATMENT PLANT INTERIOR IMPROVEMENTS PROJECTS.

WHEREAS, Schedule B of the City's FY21 Budget Ordinance authorized the City to reallocate unused funds, previously assigned to other capital projects, to fund the Structural Study and the Park Water Treatment Plant Interior Improvement projects; and

WHEREAS, the Scenic Drive Water Main has \$175,000 of available funds, previously transferred from the Water and Sewer Fund, to be reallocated; and

WHEREAS, the Department of Water Works is seeking to move unused funds from the Scenic Drive Water Main project to the Structural Study and the Park Water Treatment Plant Interior Improvement projects to provide the funding for the necessary improvements; and

WHEREAS, appropriations necessary for the park water treatment plant project must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

Project Description	Account Type	Account Description	Account	Amount
Scenic Drive Water Main	Decrease Revenue	Paygo Previous Year	97030-469314-48014	-75,000.00
Structural Study	Increase Revenue	Paygo Previous Year	97030-469314-55515	75,000.00
Scenic Drive Water Main	Decrease Expenditure	Construction	97030-513026-48014	-75,000.00
Structural Study	Increase Expenditure	Engineering	97030-513020-55515	75,000.00
Scenic Drive Water Main	Decrease Revenue	Paygo Previous Year	97030-469314-48014	-100,000.00
Park Water Treatment Plant interior Improvements	Increase Revenue	Paygo Previous Year	97030-469314-50045	100,000.00
Scenic Drive Water Main	Decrease Expenditure	Construction	97030-513026-48014	-100,000.00
Park Water Treatment Plant interior Improvements	Increase Expenditure	Engineering	97030-513026-50045	100,000.00

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

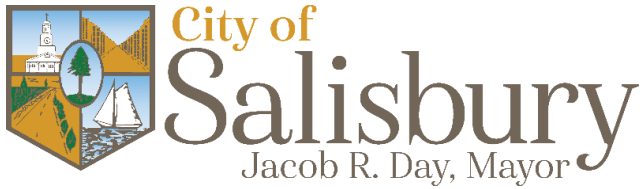
ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2020.

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



MEMORANDUM

To: City Council
From: Andy Kitzrow, Deputy City Administrator
Subject: Budget Amendment – Truitt Community Center
Date: December 4, 2020

The City is looking to settle on 319 Truitt Street which includes the Truitt Community Center. Attached is a copy of the Contract of Sale and HUD-1 Settlement Sheet for 319 Truitt Street.

The request of \$100,000 from City surplus will be reimbursed by the State. We were awarded the \$100,000 by the state via the following grant during the Board of Public Works meeting on 9/2/20. We are awaiting a signed Grant Agreement from the state.

Capital Grant Project - Truitt Street Community Center - DGS Item G067

Currently, we are being charged rent and other fees by the property owner for use of the community center while we lease the space. These expenditures were not budgeted in FY21 since we intended to settle on the project in FY20. The City intends to settle by the end of the month.

CONTRACT OF SALE

THIS CONTRACT OF SALE ("this Contract"), dated the ____ day of _____, 2020, between DEVRECO, LLC, ("Seller"), whose address is 118 North Division Street Suite 200, Salisbury, MD 21801 and City of Salisbury, Maryland ("Buyer"), whose address is 125 N. Division Street, Salisbury, MD 21801.

1. *The Property.* Seller sells to Buyer, and Buyer purchases from Seller, the real property located in City of Salisbury, Wicomico County, Maryland, and known as 319 Truitt Street, Salisbury, MD 21801, Map 0105, Grid 0021, Parcel 1466, together with all improvements and all the rights and appurtenances thereto. The property was acquired by the Seller by deed dated November 17, 2017 and is recorded in the Wicomico County land records, Liber J.W.T.S. No. 4254, folio 471 and is hereinafter called the "Property."

2. *Purchase Price.* The purchase price for the Property is Two Hundred Thousand Dollars (\$200,000.00), to be paid at Settlement.

3. *Time and Place of Settlement.* Settlement shall take place at a date and time to later be determined, but no later than 60 days after Notice of Settlement is given by Buyer to Seller and shall take place at the office of Seidel, Baker & Tilghman, P.A., 110 N Division Street, Salisbury, MD, or at another convenient time and place should Buyer need a reasonable extension of time to schedule settlement. Notice of Settlement shall be given by Buyer to Seller within 30 days of receipt of the grant funds from the _____ grant which has already been approved. The purchase is contingent upon receipt of those funds.

4. *Deed to Property.* At Settlement, upon payment of the unpaid purchase money, a deed for the Property shall be executed at Buyer's expense by Seller.

5. *Possession.* Buyer shall be given possession of the Property at Settlement. Seller warrants that there are no other persons that are in current possession of the Property and that no other persons shall have rights to possession of the Property at the time of settlement.

6. *Recordation and Transfer Taxes.* All recordation taxes and state and local transfer taxes relating to the conveyance of the Property shall be paid as follows:

a) Buyer, if required by law, shall pay any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Deed.

b) Seller shall pay all taxes and fees relating to the recordation of any release of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released or discharged at Closing.

7. *Real Estate Taxes.* Real estate taxes and similar public charges against the Property that are payable on an annual basis (including district, sanitary commission, or other benefit charges,

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

8. *Risk of Loss.* The Property shall be held at the risk of Seller until Settlement hereunder.

9. *Buyer's Default.* If Buyer defaults in Buyer's obligation to purchase the Property, Seller shall have the right, at Seller's election, to retain all deposits paid hereunder as liquidated damages and not as a penalty, and upon such election, the parties shall be released from all further liability hereunder at law and in equity, except with respect to the provisions of this Contract which survive its termination.

10. *Real Estate Commission.* Each party warrants to the other that it has not used the services of a real estate broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property or the termination of this Contract.

11. *Representations of Seller.* The Seller makes the following representations and warranties to the Buyer, which shall survive the Settlement and the delivery of the deed and contract of sale for the Property to the Buyer.

A. The Property, including the location of any buildings thereon, is correctly described above.

B. At Settlement there will be no contracts affecting the Property or any part thereof. At Settlement there will be no contracts or agreements for the management of the Property, or any part thereof, and there will be no leasing commission due or owing in connection with any lease or on account of any tenancy or occupancy of any portion of the Property.

C. The Seller has no knowledge of any actions, suits or proceedings which have been instituted or threatened against or affecting the Property, at law or in equity, or before any federal, state or municipal governmental commission, board, bureau, agency or instrumentality which will materially adversely affect the value, occupancy, use or operation of the Property. The Seller will give the Buyer prompt written notice of any such action, suit, or proceeding arising subsequent to the date hereof and prior to Settlement to the extent Seller acquires knowledge thereof.

D. The Seller has duly and validly authorized, executed and delivered this Contract, and neither the execution and delivery of this Contract nor its performance are restricted by or violate any contractual or other obligation of the Seller.

E. There are no assessments for public improvements against the Property which remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks and/or curbs.

F. To the best of the Seller's knowledge, all improvements on the Property lie within the boundaries on the Property above named and do not encroach on any other property or violate any setback requirements.

G. The Seller agrees that, from the date of this Agreement to the Settlement date, it will:

(i) Operate the Property only in the ordinary and usual manner and that it will not enter into any new lease or any renewal or amendment of any of the Leases without the prior written consent of the Buyer;

(ii) Not become a party to any service contract or similar agreement with respect to or affecting the Property without the prior written consent of the Buyer;

(iii) Not cancel, modify, or amend any of the Leases or accept the surrender thereof, without the prior written consent of the Buyer;

(iv) Maintain, at its expense, all existing fire and extended coverage policies covering the Property and promptly cause the Buyer to be named as an additional insured thereunder as its interest may appear. The herein described property is to be held at the risk of Seller until legal title has passed. Buyer may acquire additional insurance if it desires;

(v) Use reasonable efforts to require any tenants occupying the Property to comply with all material obligations on their respective parts to be performed pursuant to their respective leases;

(vi) Correct all building code or other violations relating to the Property; and

(vii) Keep the Property in good condition and repair.

The consent of the Buyer to those matters specified in this paragraph 9.G. shall not be unreasonably withheld by Buyer.

12. *Feasibility Studies.*

12.1. *General.* Subject to the rights of any existing tenants, for a sixty (60) day period after the date of this Contract (the "Feasibility Period"), Buyer and its agents shall have the right to enter upon the Property at its sole risk for the purpose of inspecting the same and conducting surveys and other tests of surface and subsurface conditions, investigations, and feasibility studies. During such period the Seller shall furnish to the Buyer all information concerning the Property which the Buyer may reasonably request. The Buyer may, at its sole expense, make such engineering and other studies of the Property prior to the Settlement Date as it may deem necessary. Within a reasonable time after such entries Buyer shall restore the Property to its prior condition. Buyer shall defend, indemnify, and hold Seller harmless to the extent allowed by Maryland

law for municipal corporations from and against any damage, liability, loss, deficiency, or expense (including attorneys' fees, court costs, and other expenses) resulting from, and will pay Seller upon demand the full amount of any sum Seller may be or become obligated to pay on account of, all obligations, liabilities, claims, accounts, demands, liens, or encumbrances, which result from acts, conduct, omissions, contracts, agreements, or commitments of Buyer or its agents, in any way related to or arising from the exercise by Buyer of the rights herein granted to enter the Property and conduct tests thereon.

12.2. *Election to Proceed or Terminate.* If during the Feasibility Period Buyer shall determine, at its discretion, that the acquisition and development of the Property is not feasible, Buyer shall have the right, by written notice to Seller (the "Termination Notice"), to terminate this Contract prior to the expiration of the Feasibility Period. Upon receipt of the Termination Notice, this Contract shall terminate and thereupon the parties hereto shall be released from all further liability hereunder, at law and in equity, except as provided herein. If Buyer fails to give the Termination Notice on or before the expiration of the Feasibility Period, Buyer's right to terminate this Contract under this Section shall expire and Buyer shall thereafter be obligated to perform all of the terms, covenants, and provisions of this Contract to be performed by Buyer hereunder.

12.3. *Studies.* If Buyer terminates this Contract or defaults in its obligations hereunder, Buyer shall promptly deliver to Seller after the date of such termination or default, for no additional consideration, copies of all governmental permits and approvals, surveys, plats, soil tests, and engineering, environmental, architectural, and other reports, studies, and documents obtained by Buyer or its agents with respect to the Property.

13. *Delivery of Certain Materials to Buyer.* Promptly, but in no event later than five (5) days following the date hereof, the Seller shall deliver to the Buyer the following, if any exist:

A. All surveys, engineering, environmental, or similar reports in the Seller's possession, custody, or control relating to the Property;

B. Copies of any Leases, together with a summary of each Lease specifying (i) the tenant's name, (ii) the premises leased, (iii) the lease term (including any renewal rights), (iv) the rent and the date through which rent has been paid, (v) the extent of tenant's responsibility for the payment of utility costs, taxes and expense escalations, (vi) a listing of all concessions, rebates, allowances or free rent given to the tenant, and (vii) the amount of any security deposit held by the Seller with respect to the lease;

C. Copies of all original building plans and specifications for the Property which are in the Seller's possession; and

D. A listing of the Personal Property, if any, together with a listing of all liens or security interests of others with respect thereto.

14. *Miscellaneous Adjustments and Prorations.* The following adjustments and prorations

shall be made between the parties on the Settlement Date. The provisions of paragraph 12.A. shall survive Settlement and the delivery of the deed and contract of sale for the Property to the Buyer.

A. All utilities shall be adjusted and apportioned as of the Settlement Date.

15. Title and Subdivision.

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

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

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

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

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

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

16.1. *Environmental Representations and Warranties.*

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

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

16.2. *Environmental Covenants.*

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

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

16.3. *Indemnity.*

(a) Seller does hereby absolutely, unconditionally, and irrevocably indemnify and hold harmless Buyer from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by Buyer, with respect to Seller's past use, or its tenants' use, during Seller's ownership of the Property for:

(i) any past discharge of Hazardous Material, the threat of a discharge of any Hazardous Material, or the presence of any Hazardous Material affecting the Property whether or not the same originates or emanates from the Property, including any loss of value of the Property as a result of any of the foregoing;

(ii) any costs of removal or remedial action incurred by the United States Government or any state, county, or municipal governmental authority, any response costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction, or loss, incurred pursuant to any Hazardous Material laws;

(iii) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at the Property; and

(iv) any other environmental matter affecting the Property within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state, county or municipal environmental agency.

(b) In the event of any discharge of Hazardous Material, the threat of a discharge of any Hazardous Material, or the presence of any Hazardous Material affecting the Property, whether or not the same originates or emanates from the Property, and/or if Seller shall fails to comply with any of the requirements of any Hazardous Material laws or related regulations or any other environmental law or regulation, Buyer may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Property and/or take any and all other actions as Buyer shall deem necessary or advisable in order to abate the discharge of any Hazardous Material, remove any Hazardous Material, or cure Seller's noncompliance.

(c) It is the intention of Seller that the provisions of this Agreement shall supersede any provisions herein, which in any way limit the personal liability of Seller and that Seller shall be personally liable for any obligations hereunder. All of the representations, warranties, covenants, and indemnities herein shall survive the transfer, if any, of any or all right, title, and interest in and to the Property by Seller.

(d) The term "Hazardous Material" means (i) any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto and replacements therefor; or (ii) such substances, materials, or wastes as are regulated by the Resource Conservation and Recovery Act of 1976 or the Comprehensive Environmental Response, Compensation and Liability Act of 1980, any amendments thereto or orders, regulations, directions, or requirements thereunder; or (iii) such hazardous or toxic substances, materials, or wastes that are or may become regulated under any other applicable county, municipal, state, or federal law, rule, ordinance, direction, or regulation.

17. *Miscellaneous Provisions.*

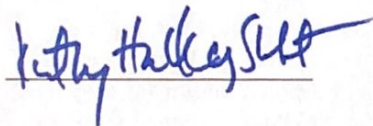
17.1. *Entire Agreement.* This Contract contains the final and entire agreement between the parties and neither they nor their agents shall be bound by any terms, conditions, or representations not herein written. However, the City of Salisbury Resolution approving the signing of this Contract may contain additional terms and conditions controlling the purchase of the Property.

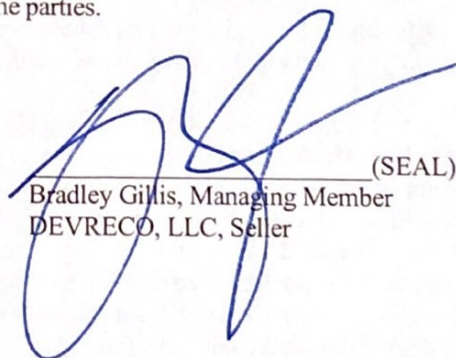
17.2. *Joint and Several Liability.* If Buyer consists of more than one (1) person or entity, their liability under this Contract shall be both joint and several.

17.3. *Binding Agreement.* This Contract is binding on the parties and their personal representatives, successors, and assigns.

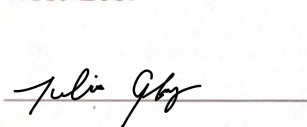
WITNESS the hands and seals of the parties.

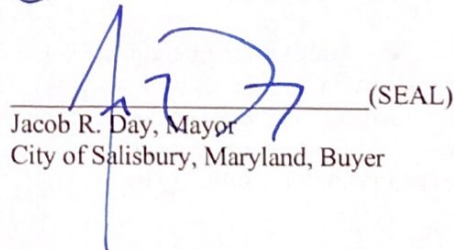
WITNESS:




_____(SEAL)
Bradley Gillis, Managing Member
DEVRECO, LLC, Seller

WITNESS:




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



A. Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number: 51.123	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.*)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: City of Salisbury 125 N Division Street Salisbury, MD 21801	E. Name & Address of Seller: DEVRECO, LLC 212 West Main Street Unit 305 Salisbury, MD 21801	F. Name & Address of Lender:
G. Property Location: 319 Truitt Street Salisbury, MD 21801	H. Settlement Agent: S. Mark Tilghman Place of Settlement: Salisbury, MD 21801	I. Settlement Date: October 2020

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	\$200,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	
104.	
105.	
Adjustment for items paid by seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109. City taxes July 1, 2019 - December 31, 2020	\$2,542.49
110. County taxes July 1, 2020 - December 31, 2020	\$720.62
111.	
112.	
120. Gross Amount Due from Borrower	\$203,263.11
200. Amount Paid by or in Behalf of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204. Non-use credit for 1.22.19-2.15.19	\$1,700.00
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	\$1,700.00
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	\$203,263.11
302. Less amounts paid by/for borrower (line 220)	(\$1,700.00)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$201,563.11

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	\$200,000.00
402. Personal property	
403.	
404.	
405.	
Adjustment for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	\$200,000.00
500. Reductions in Amount Due to seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506. Non-use credit for 1.22.19-2.15.19	\$1,700.00
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	\$1,700.00
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	\$200,000.00
602. Less reductions in amounts due seller (line 520)	(\$1,700.00)
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$198,300.00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges					
700. Total Real Estate Broker Fees				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows :					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.					
800. Items Payable in Connection with Loan					
801. Our origination charge (Includes Origination Point 0.000% or)	\$	(from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)			
803. Your adjusted origination charges		(from GFE #A)			
804. Appraisal fee to		(from GFE #3)			
805. Credit report to		(from GFE #3)			
806. Tax service to		(from GFE #3)			
807. Flood certification to		(from GFE #3)			
808.					
809.					
810.					
811.					
900. Items Required by Lender to be Paid in Advance					
901. Daily interest charges from	to	@ \$	/day	(from GFE #10)	
902. Mortgage insurance premium for	months to			(from GFE #3)	
903. Homeowner's insurance for	years to			(from GFE #11)	
904.					
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account				(from GFE #9)	
1002. Homeowner's insurance	months @ \$	per month \$			
1003. Mortgage insurance	months @ \$	per month \$			
1004. Property Taxes	months @ \$	per month \$			
1005.	months @ \$	per month \$			
1006.	months @ \$	per month \$			
1007. Aggregate Adjustment			-\$		
1100. Title Charges					
1101. Title services and lender's title insurance				(from GFE #4)	
1102. Settlement or closing fee	\$				
1103. Owner's title insurance				(from GFE #5)	
1104. Lender's title insurance	\$				
1105. Lender's title policy limit \$					
1106. Owner's title policy limit \$					
1107. Agent's portion of the total title insurance premium to	\$				
1108. Underwriter's portion of the total title insurance premium to Security Title	\$				
1109.					
1110.					
1111.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges				(from GFE #7)	
1202. Deed \$	Mortgage \$	Release \$			
1203. Transfer taxes				(from GFE #8)	
1204. City/County tax/stamps	Deed \$	Mortgage \$			
1205. State tax/stamps	Deed \$	Mortgage \$			
1206.					
1300. Additional Settlement Charges					
1301. Required services that you can shop for				(from GFE #6)	
1302.	\$				
1303.	\$				
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Our origination charge	# 801		
Your credit or charge (points) for the specific interest rate chosen	# 802		
Your adjusted origination charges	# 803		
Transfer taxes	# 1203		

Charges That In Total Cannot Increase More Than 10%	Good Faith Estimate	HUD-1
Government recording charges # 1201		
Credit Report to # 805		
#		
#		
#		
#		
#		
#		
Total		
Increase between GFE and HUD-1 Charges	\$ or	%

Charges That Can Change	Good Faith Estimate	HUD-1
Initial deposit for your escrow account # 1001		
Daily interest charges \$ /day # 901		
Homeowner's insurance # 903		
#		
#		
#		

Loan Terms

Your initial loan amount is	\$
Your loan term is	years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of % . The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by % . Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than % .
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on .
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$. This includes principal, interest, any mortgage insurance and any items checked below: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Property taxes <input type="checkbox"/> Flood insurance <input type="checkbox"/> </div> <div> <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> <input type="checkbox"/> </div> </div>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

ORDINANCE NO. 2636

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND APPROVING A BUDGET AMENDMENT OF THE FY2021 GENERAL FUND BUDGET TO APPROPRIATE FUNDS FOR THE CITY TO PURCHASE PROPERTY LOCATED AT 319 TRUITT STREET FROM DEVRECO, LLC.

WHEREAS, the City of Salisbury desires to purchase the property located at 319 Truitt Street to continue to operate the Truitt Street Community Center; and

WHEREAS, the Maryland Department of General Services (DGS) has awarded the City grant funds in the amount of \$100,000.00 for the purchase of the Community Center at 319 Truitt Street; and

WHEREAS, DGS will reimburse the City for the \$100,000.00 advanced to purchase the property; and

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

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

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

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

- 1) Increase Current Surplus Available (01000 - 469810) by \$100,000.00
- 2) Increase the Buildings Account (25200 – 577015 - 90500) by \$100,000.00

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

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

Approved by me this ____ day of _____, 2020

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



To: Julia Glanz, City Administrator
From: James Gladwell, Deputy Fire Chief
Subject: Budget Amendment – Funding for SWIFT Vehicle
Date: 17 November 2020

As you are aware, the Wicomico County Health Department (WiCHD) received a direct allocation of funds through the Federal Coronavirus Relief Fund (CRF) to help support Emergency medical response expenses (including emergency medical transportation) related to COVID-19. As a result of this available funding, the Fire Department submitted a request for funding to purchase a 2020 Subaru Outback to serve as the Salisbury Wicomico Integrated First-care Team vehicle. The team currently utilizes a 2006 Chevrolet Suburban as its mode of transport for patient response and transport. This fourteen-year-old vehicle is at the end of its life cycle, is sometimes difficult for patients to gain access/egress due to its height, has poor fuel economy, and is sometimes mechanically unreliable. The new vehicle will provide a lower platform to better facilitate ingress/egress, has numerous built-in safety features that will help protect both patient and provider(s), should prove to be highly mechanically reliable, and will obtain nearly four times the fuel efficiency. The total cost of the project is \$27,310.00 and it has been approved by the WiCHD.

The services provided by SWIFT have become increasingly important during the COVID-19 pandemic. In addition to providing both basic health screenings and education to underserved and vulnerable populations relating to Coronavirus, SWIFT completes follow-up health screenings with many of its patients, including those directly affected by COVID who may be experiencing long-term effects secondary to the virus. By sending SWIFT members to address the needs of these patients as opposed to dispatching emergency 9-1-1 EMS units, the net effect is that COVID recommendations regarding social distancing practices are improved, SFD EMS units remain available for truly emergent calls, SFD fire/EMS personnel have to spend less time decontaminating their units based on a reduction in COVID-suspected patients and transports, and SFD EMS personnel are exposed to fewer patients suspected of having COVID, which reduces the number of hours SFD personnel may be lost to possible quarantine after COVID exposures. SWIFT also provides further follow-up health care visits to its patients post any hospital stay/discharge in an effort to prevent hospital readmission.

Attached you will find an Ordinance requesting the approval of a budget amendment to the FY2021 grant fund for the purpose of accepting funds from the Wicomico County Health Department.

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



City of
Salisbury
Jacob R. Day, Mayor

James Gladwell
Salisbury Fire Department
325 Cypress Street
Salisbury, MD 21801

13 November 2020

Brandy Wink
Wicomico County Health Department
Salisbury, MD 21804

Dear Brandy,

The Salisbury Fire Department (SFD) is seeking funding from the Wicomico County Health Department (WiCHD) through the Coronavirus Relief Fund (CRF) for a vehicle that will be utilized by the Salisbury Wicomico Integrated First-Care Team (SWIFT) to provide mobile health care and access to real-time primary and preventive care to the underserved and vulnerable population located within the Salisbury fire district, which includes the City of Salisbury and numerous portions of Wicomico County. The program currently provides services to numerous patients and has a proven track record of success within Salisbury and Wicomico County.

The program's original goal was to target habitual 9-1-1 users who have little or no access to any form of healthcare and are not emergent patients in an effort provide access to primary and preventive healthcare while reducing 9-1-1 occurrences and visits to the emergency department. However, SWIFT has rapidly evolved and receives referrals from numerous community partners including home healthcare agencies, dialysis centers, and homeless alliances who request SWIFT's patient management services. These services include residential patient visits as well as patients who are homeless. On any give week, SWIFT sees approximately 15 patients and has worked with over 145 patients total, to date.

The services provided by SWIFT have become increasingly important during the COVID-19 pandemic. In addition to providing both basic health screenings and education to underserved and vulnerable populations relating to Coronavirus, SWIFT completes follow-up health screenings with many of its patients, including those directly affected by COVID who may be experiencing long-term effects secondary to the virus. By sending SWIFT members to address the needs of these patients as opposed to dispatching emergency 9-1-1 EMS units, the net effect is that COVID recommendations regarding social distancing practices are improved, SFD EMS units remain available for truly emergent calls, SFD fire/EMS personnel have to spend less time decontaminating their units based on a reduction in COVID-suspected patients and transports,

Salisbury Fire Department
Headquarters
325 Cypress St. Salisbury, Maryland 21801
410-548-3120
www.salisburyfd.com



City of Salisbury

Jacob R. Day, Mayor

and SFD EMS personnel are exposed to fewer patients suspected of having COVID, which reduces the number of hours SFD personnel may be lost to possible quarantine after COVID exposures. SWIFT also provides further follow-up health care visits to its patients post any hospital stay/discharge in an effort to prevent hospital readmission.

These visits require a reliable vehicle. The vehicle currently utilized by the SWIFT is a 2006 Chevrolet Suburban. The fourteen-year-old vehicle has over 70,000 miles, is very fuel inefficient, can be mechanically unreliable, and is at the end of its life cycle. The vehicle was repurposed from being used as a backup pool vehicle to its current frontline assignment based on what the Department had available for use and the need by SWIFT to have a vehicle that has four-wheel drive for service in all types of weather. It is a large vehicle that has a high profile and is often very difficult for many of the patients that SWIFT manages to get into and out of. The Department is seeking funding to purchase an all-wheel-drive or four-wheel-drive vehicle that allows the vehicle to be utilized in all types of weather, is lower to the ground to help accommodate better patient access/egress, is generally smaller in size to allow for better vehicle management in some of the smaller healthcare facility's parking lots, is highly fuel efficient, and will be a reliable form of safe transportation for both SWIFT members and their patients for many years to come.

To that end, I have visited numerous auto dealerships in Salisbury to research various vehicles that we feel could serve our purpose well. I have forwarded with this letter several dealership quotes for your review. After speaking with our SWIFT coordinator, Firefighter/Paramedic David Phippin, we believe the best choice of vehicle for SWIFT's purpose to be the 2020 Subaru Outback, quoted by Gateway Subaru located in Delmar, MD. This choice is based on research completed regarding vehicle reliability, customer satisfaction, vehicle features, fuel mileage, passenger room, safety reviews, and numerous other factors. The cost of the proposed vehicle has been negotiated to \$28,500.00; down from approximately \$31,000.00. It is possible that this vehicle could be sold or transferred to another Subaru dealer during the request process, which could require us to seek a different vehicle to purchase should this request be granted. This could affect the amount we are requesting, as well.

The Salisbury Fire Department is on the front line of the COVID pandemic and has had the unfortunate privilege of carrying nearly 800 individuals suspected of being COVID-positive to date. The Department has also had over a dozen of its members contract the virus as a result. Our first responders are beginning to see the expected fall resurgence in COVID transports and the county's positivity rate has now exceeded 5% with the State's positivity rate approaching 6%. These are significant issues that we take very seriously and are trying to address. Our budget does not reflect the additional stressors placed on it by the COVID pandemic and through your support, I believe the acquisition of the requested vehicle will help SWIFT continue its Mission of providing primary and supplemental health care to our vulnerable and underserved

Salisbury Fire Department

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City of
Salisbury
Jacob R. Day, Mayor

population in a vehicle that is much easier to access for its patients, will certainly be more reliable than the existing fourteen-year-old vehicle in use, and will allow SWIFT to continue to help reduce the spread of COVID through the reduction of nonemergent 9-1-1 EMS calls which allows for fewer personal interaction of SFD fire/EMS personnel , the reduction of unnecessary emergency department visits that could possibly spread COVID, and the reduction of possible COVID exposures through continued social distancing as outlined by the CDC. These reductions will also help prevent the possibility of SFD fire/EMS personnel contracting the virus causing a shortage of available personnel that could have significant adverse effects on the SFD service model and which could also be transferred to SFD fire/EMS personnel's family members.

Your consideration is greatly appreciated. Should you have any questions regarding this request, please feel free to contact me at your convenience.

Yours in Service,

Jim Gladwell
Deputy Fire Chief
Salisbury Fire Department
410.548.3120 (Office)
443.614.2599 (Cell)
jgladwell@salisbury.md

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410-548-3120
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BUYER		CO-BUYER		Deal #: 32945 Deal Type: Retail Deal Date: 11/13/2020 Print Time: 09:17am	
Work #: Email:				Salesperson:	
VEHICLE					
New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/>	Stock #: G9416	Description: 2020 SUBARU OB	VIN: 4S4BTACC8L3243078	Mileage:	
TRADE					
AFTERMARKETS					
			MSRP: \$ 30,848.00 Discount: \$ 4,348.00 Sale Price: \$ 26,500.00 Total Financed Aftermarkets: \$ 0.00 Total Trade Allowance: \$ 0.00 Trade Difference: \$ 26,500.00 Doc Fee: \$ 499.00 State & Local Taxes: \$ 0.00 Total License and Fees: \$ 311.00 Total Cash Price: \$ 27,310.00 Total Trade Payoff: \$ 0.00 Delivered Price: \$ 27,310.00		
Total Aftermarkets: \$ 0.00					
			Cash Down Payment + Deposit: \$ 0.00 Sub Total: \$ 27,310.00 Service Agreement: \$ 0.00 Maintenance Agreement: \$ 0.00 GAP Insurance: \$ 0.00 Credit Life, Accident & Health: \$ 0.00 Other: \$ 0.00 Amount Financed: \$ 27,310.00		
Rate: Amount Financed:			Amount Financed: \$ 27,310.00		

SUBARU OF AMERICA
Vehicle Invoice

G9416

SUBARU OF AMERICA/EAST REGION
ONE SUBARU DRIVE
CAMDEN, NJ 08103

VIN: 4S4BTACC8L3243078
Invoice Number: 116499750
Invoice Date: 07/29/20
P.O. Number: ||

Sold To: 030315
GATEWAY SUBARU
30275 WINNER BLVD
DELMAR, MD 21875 US

Financing Organization:
JP MORGAN CHASE
1 EAST OHIO STREET
IN1-0124
INDIANAPOLIS, IN 46204

Shipped To: 030315
GATEWAY SUBARU
30275 WINNER BLVD
DELMAR, MD 21875 US

Order Type: Wholesale

Item	Item Description	Manufacturing Suggested Retail
LDD	2020 Outback Premium CVT	\$28,895.00
ISM	Ice Silver Metallic	
BLC	Black	
	Option Package 11	
	Standard Model	
OA1	Popular Package #1	\$943.00
0SE	Ext Auto Dim Mirror	
0H2	Mirror Compass w/ homelink	
0L2	LED Upgrade - Dome Light	
0R1	Rear Bumper Cover	
0QX	All-Weather Floor Liners	
STD	Standard Destination Charge	\$1,010.00
Total Vehicle Price Before Discount		\$30,848.00
Total Vehicle Price After Discount		\$30,848.00

HB 0578 FP 0220

Vehicle Identification 4S4BTACC8L3243078
Engine Number S629448
Key Code 36537
Port Lafayette, IN

50 State Certified

BUYER		CO-BUYER		Deal #: 32869	
				Deal Type: Retail	
				Deal Date: 11/05/2020	
				Print Time: 11:50am	
Work #:				Salesperson:	
Email:					
VEHICLE					
New <input checked="" type="checkbox"/>	Stock #:	Description:	VIN:	Mileage:	
Used <input type="checkbox"/>	G9406	2020 SUBARU FORESTER	4S4BTACCXL3242949		
Demo <input type="checkbox"/>					
TRADE					
AFTERMARKETS					
			MSRP:	\$	29,857.00
			Discount:	\$	3,032.00
			Sale Price:	\$	26,825.00
			Total Financed Aftermarkets:	\$	0.00
			Total Trade Allowance:	\$	0.00
			Trade Difference:	\$	26,825.00
			Doc Fee:	\$	499.00
			State & Local Taxes:	\$	1,639.44
			Total License and Fees:	\$	331.00
			Total Cash Price:	\$	29,294.44
			Total Trade Payoff:	\$	0.00
			Delivered Price:	\$	29,294.44
			Cash Down Payment + Deposit:	\$	0.00
			Sub Total:	\$	29,294.44
			Service Agreement:	\$	0.00
Maintenance Agreement:	\$	0.00			
GAP Insurance:	\$	0.00			
Credit Life, Accident & Health:	\$	0.00			
Other:	\$	0.00			
Amount Financed:	\$	29,294.44			

FCA US LLC INVOICE

PLANT ZONE DEALER VEHICLE ID NUMBER INVOICE NO. INVOICE DT.
 TOLUCA I 35 45027 3C4NJDBB0LT240939 L-MPJ-45628722 06/09/20
 SHIP SAFFORD CHRYSLER DODGE JEEP RAM FI
 TO: P.O. BOX 7507
 FREDERICKSBURG VA 22404-
 SOLD SAFFORD CHRYSLER DODGE JEEP RAM FI
 TO: P.O. BOX 7507
 FREDERICKSBURG VA 22404-
 PAID FOR BY: SUNTRUST BANK
 CREDIT SALE XX CASH SALE

IGN KEY

TRK KEY

ACC KEY

8481-01-6L09

SHIPPING WT. 3373

SAE HP 18.9

000-055002-00

BODY & EQUIP.	DESCRIPTION	FACTORY WHOLESALE PRICE
MBIM74	JEEP COMPASS LATITUDE 4X4	25,179.00
3	White Clear Coat Paint	
9	Premium Cloth/Vinyl Bucket Seats	NO CHARGE
	MOPAR Interior Protection Package	317.00
	9-Spd 948TE Auto Trans	1,380.00
BLE	2.4L I4 Zero Evap M-Air Engine w/ESS	
YGS	3 Additional Gallons of Gas	8.00
2DJ	Customer Preferred Package 2DJ	
2GJ	Customer Preferred Package 2GJ	
001	DESTINATION CHARGE	1,495.00
	HB 82400/SFP 27400	
	MDH # 060613	
	EP 27160	
	PP 28170	
	DR 27704	

USE DEALERCONNECT TO OBTAIN
 KEY INFORMATION

MSRP RETAIL TOTAL 28,965.00

TOTAL 28,379.00

ORIGINAL INVOICE

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS
 VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.

Grant Project No. [Click here to enter text.](#)

Summary Information

Grantor Name: Wicomico County Health Dept. (WiCHD) – Federal Coronavirus Relief Funds	Grantor Agency Type: Federal
Grant Start Date: 11/17/2020	Grant End Date: 12/31/2020
Project Name: Coronavirus Relief Fund (CRF) - WiCHD – 2020 Subaru Outback	Funds Recaptured? Yes
Project Start Date: 11/17/2020	Project End Date: 12/31/2020
Grant # or Identifier: FY21 CRF - WiCHD - 3	Total Funds Awarded: \$27,310
CFDA Number (Required for Federal Grants): 21.019	

City Contact Information

Grant Admin.: James Gladwell	Department: Fire
Phone Number/Ext.: 410.548.3120 ext. 1806	E-Mail: jgladwell@salisbury.md

Grantor Contact Information

Grant Admin.: Lori Brewster	Department/Division: Wicomico County Health Dept. (WiCHD)
Phone Number: 410-749-1244	E-Mail: lori.brewster@maryland.gov
Address: 108 East Main Street Salisbury, MD 21801	

Sub-Recipient Information (If Pass-Through)

Type of Grant: Choose an item.	Award Amount: \$Click here to enter text.	Reimbursement Frequency: Choose an item.
Agency Name: Click here to enter text.	Agency Contact: Click here to enter text.	
Phone Number: Click here to enter text.	E-Mail: Click here to enter text.	
Address: Click here to enter text.		

If there are additional sub-recipients, fill out supplemental forms.

Reporting & Grant Management System

Reporting Requirements? No	Reporting Frequency: Annually
Reporting Due Date: Upon delivery	Final Report? Yes
Due Date of Final: 12/31/2020	Grant Management System? No
Name of GMS: Click here to enter text.	Can GC Receive Access? Choose an item.
GC or GA Username: Click here to enter text.	GC or GA Password: Click here to enter text.

Financial Information

Total Award: \$27,310	Type of Fiscal Year: State/Local FY
Type of Imbursement: Reimbursement	Imbursement Frequency: End of Project
Type of Expense: Non-Capital	City Match? None
Account for Match:	Transfer Into Grant Account? Choose an item.

Grant Project No. [Click here to enter text.](#)

Budget Set-Up Information

	Org.	Object	Project	Description	Amount
Revenue Accounts:					
	10500	427901		WiCHD – Coronavirus Relief Fund (CRF) Grant	\$(27,310)
Total Revenues					\$(27,310)
Expense Accounts:					
	10500	577030		Vehicle	\$27,310
Total Expenses					\$27,310

Approvals

Council Budget Ordinance #:

Ordinance Date: TBD

Grant Admin.: J. Gladwell

Grant Coordinator: R. McClure

Grant Manager: D. Stam

Grant Accountant _____

Director of Finance _____

Attachments *(check all that are submitted)*

- ☐ Grant Award Notification Letter
- ☐ Grant Agreement (if available); if not available submit to GM when received
- ☐ Budget Detail Worksheet or Chart
- ☐ Project Work Plan or Time Task Plan

Comments

Federal Coronavirus Relief Fund (CRF) Grant award from the Wicomico County Health Department (WiCHD) in the amount of \$27,310 for the purchase of a 2020 Subaru Outback that will be utilized by the Salisbury Wicomico Integrated FirstCare Team (SWIFT). No City match required.

MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2021

WICOMICO COUNTY HEALTH DEPARTMENT (WiCHD) and SALISBURY FIRE COMPANY

I. BACKGROUND

The Wicomico County Health Department (WiCHD) received Federal Coronavirus Relief Funds (CRF) to help support Emergency medical response expenses, including emergency medical transportation, related to COVID-19.

II. AGREEMENT

The following agreement entered into this 17th day of November 2020, by and between the Wicomico County Health Department (WiCHD) and the Salisbury Fire Company:

A Salisbury Fire Company has submitted quotes to WiCHD and agrees to purchase the following equipment to help serve the citizens in Wicomico County through their SWIFT team to provide both basic health screening and education to underserved and vulnerable populations relating to COVID-19.

1. 2020 Subaru OB VIN #4S4BTACC8L3243078 \$27,310

B. WiCHD agrees to

1. Pay Salisbury Fire Department \$27,310.00 to purchase the above equipment, once we receive a detailed invoice.

II. TERMINATION

This agreement will terminate on December 31, 2020.

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

III. SIGNATURES


The parties acknowledge their agreement by their signatures below:



John W. Tull, Fire Chief
Salisbury Fire Department

11/17/2020

Date



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

11-17-2020

Date

ORDINANCE NO. 2637

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 \$27,310.00, AND TO APPROVE A BUDGET AMENDMENT TO THE FY 2021 GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE PURCHASE OF A 2020 SUBARU OUTBACK.

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 a 2020 Subaru Outback; and

WHEREAS, the purchase of this equipment will help serve the citizens of Salisbury and Wicomico County through the SWIFT Team while providing basic health screening and education to underserved and vulnerable populations relating to COVID-19; and

WHEREAS, the WiCHD has awarded the City funds in the amount of \$27,310.00; and

WHEREAS, the City of Salisbury must enter into a Memorandum of Understanding (MOU) 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 Memorandum of Understanding (MOU) with the Wicomico County Health Department (WiCHD) to accept grant funds in the amount of \$27,310.00.

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 \$27,310.00
- 2) Increase SFD Equipment Expense account (10500-577030-XXXXX) by \$27,310.00

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

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

54
55 **ATTEST:**

56
57
58 _____
59 Kimberly R. Nichols
60 City Clerk

John R. Heath, President
Salisbury City Council

61
62
63 APPROVED BY ME THIS _____ day of _____, 2020.

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



City of
Salisbury
Jacob R. Day, Mayor

TO: Julia Glanz

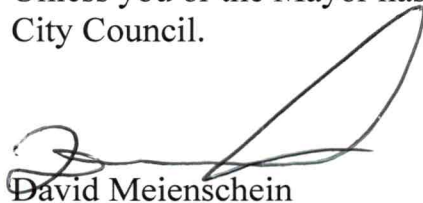
FROM: Colonel David Meienschein

SUBJECT: Ordinance – GOCPYVS Exploring Predictive Policing with Machine Learning

Attached please find an ordinance to authorize the Salisbury Police Department to accept funds from the Governor's Office of Crime Prevention, Youth, and Victim Services in the amount of \$100,000 for the FY21 Exploring Predictive Policing with Machine Learning grant. The purpose of this grant funding is to increase the availability of data-driven predictive analytics that offer local police an additional set of tools that can supplement and enhance existing proactive strategies to reduce crime and victimization.

Salisbury was invited to participate in this grant because of the promising and successful work conducted last fiscal term by a grant supported data scientist employed by the Salisbury City IT Department. \$80,000.00 of the grant will support the work of University of Maryland research professors and support staff in their efforts to bring the machine learning project forward for additional testing and review. \$20,000.00 of the grant will go towards clerical and administrative support for the Salisbury Police Department.

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



David Meienschein
Assistant Chief of Police



GOVERNOR'S COORDINATING OFFICES

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

October 10, 2020

Colonel David T. Meienschein
Colonel
Salisbury Police Department
699 West Salisbury Parkway
Salisbury, MD 21801

RE: BJAG-2018-0029

Dear Colonel Meienschein:

I am pleased to inform you that your grant application entitled, "**Exploring Predictive Policing with Machine Learning**," in the amount of \$100,000.00 has received approval under the Byrne - Justice Assistance Grant (JAG) Program program. Barbara Duncan has received the grant award packet containing information and forms necessary to initiate the project.

Enclosed are the Notification of Project Commencement, Special Conditions, programmatic forms, and Budget Notice. The General Conditions for all of our awards are also located online, at www.goccp.maryland.gov. A copy of the grant award letter is also included.

It is essential, as the project director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No financial forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the grant award. As the project director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Control and Prevention.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, https://grants.goccp.maryland.gov/BLIS_GOCCP). Training videos and a downloadable GMS user's guide are available online at www.goccp.maryland.gov.

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

Approved electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this award, **please have your award number when you call** so that you can be referred to the appropriate program manager (**Quentin Jones**) or fiscal team member (**Courtney Thomas**). This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,

A handwritten signature in black ink that reads "Quentin Jones". The signature is written in a cursive, flowing style.

Quentin Jones

Funding Manager

cc: Chief Barbara Duncan



Governor's Office of Crime Control and Prevention



Control Number:

40357

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Thomas, Courtney

Notification of Project Commencement

Grant Award Number: BJAG-2018-0029

Sub-recipient: Salisbury Police Department

Project Title: Exploring Predictive Policing with Machine Learning

Implementing Agency: Salisbury Police Department

Award Period: 10/01/2020 - 09/30/2021

CFDA: 16.738

Federal Grant #: 2018-MU-BX-0215

The verification section of this form must be completed. Additionally, this form must be signed by the project director and submitted through the Grants Management System within thirty (30) calendar days after receiving your grant award packet.

No Requests for Funds will be processed until this Notification of Project Commencement has been signed and received.

Authorized Official: Duncan, Barbara
bduncan@salisburyypd.com
Salisbury Police Department
699 West Salisbury Parkway
Salisbury, MD 21801-4043
410-548-3158
Chief of Police
FAX: 410-548-3173

Project Director: Meienschein, David T.
dmeienschein@salisburyypd.com
Salisbury Police Department
699 West Salisbury Parkway
Salisbury, MD 21801-4043
410-548-3165
Colonel
FAX: 410-548-3173

Fiscal Officer: Cordrey, Keith
kcordrey@ci.salisbury.md.us
City of Salisbury - Office of the Mayor
125 North Division Street
Room 103
Salisbury, MD 21801-
410-334-3028
Director Internal Services
FAX: 410-860-5154

Award Information Verification - Please initial appropriate selection(s):

BJAG-2018-0029

_____ All information on this form is correct and project will commence on time. **Project Director signs below.**

_____ The contact information for all the staff on this form is **not** correct. **You must submit a Grant Modification** that provides a justification and indicates all changes/revisions.

_____ The project will not commence within forty-five (45) days of the beginning of the award period 10/01/2020. **You must submit a Grant Modification.** Grant Modification must provide justification and indicate all changes.

Signed: _____ **Date:** _____

Project Director - Meienschein, David (Project Director is Preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____

Additional Reporting Requirements

BJAG-2018-0029

Congratulations on receiving funding under the Byrne - Justice Assistance Grant (JAG) Program. Because this funding falls under the Federal Bureau of Justice Assistance, there is additional reporting required for these grant funds/awards.

The most recent guidelines issued by the federal Office of Management and Budget (OMB) require GMS to submit reports earlier than originally anticipated. Therefore, in order for us to meet the federal reporting requirements, we must ask you to submit your reports to us according to the timeline set forth below:

1. Complete the **BJA Performance Measurement Tool** (PMT – electronic reporting via the below web site) and **GMS Programmatic Reports** (*performance measurements and progress report*) **within fifteen (15) calendar days of each quarter end date.**
2. Complete the **GMS financials** within **thirty (30) calendar days of each quarter end date.**

BJA Performance Measurement Tool (<https://bjapmt.ojp.gov>) helpdesk: 1-888-252-6867; your login information is:

User ID: *Contact Quentin Jones*

How to create a unique user account?

- Go to the BJA PMT at <https://bjapmt.ojp.gov>;
- Login with your PMT assigned temporary User ID (ex. MD####S or G) and Password;
- Enter your e-mail address;
- Create a new Password; and
- Select and answer three Security Questions.

After creating a unique user account, your e-mail address becomes your User ID.

For login assistance contact:

Quentin Jones
Program Manager

Quentin.Jones@maryland.gov
410-697-9318

As part of BJA's effort to enhance and secure the Performance Measurement Tool (PMT), a "Unique User Management" feature has been developed requiring all system users to have their own unique User ID and Password. This also allows you to reset your password if you forget it, using a "Forgot Password" option.

Forgot Password?

- Go to the BJA PMT at <https://bjapmt.ojp.gov>;
- Enter your new User ID or e-mail address, and do not enter a password;
- Select "Forgot Password";
- Answer your Security Questions;
- Look for the link to reset your Password, which will be sent to your e-mail address; and
- Click on the link in the e-mail and follow the prompts to create a new Password.

To help keep you and all of our partners/constituents informed, our office has assigned a single person as the point of contact for all Federal Reporting issues and compliance. If you have any questions about the new requirements, please contact:

Quentin Jones
Program Manager

Quentin.Jones@maryland.gov
410-697-9318

The two reporting-related special conditions are listed below. They are also included in your award packet.

Special Condition - Additional Reporting

In addition to quarterly reports (financial and programmatic), the Sub-recipient must report specific information, as mandated by the Federal Funding Accountability and Transparency Act (FFATA), directly to the Bureau of Justice Assistance (BJA) via their performance measurement tool (PMT).

The Bureau of Justice Assistance's reporting requirements **MUST** be completed **NO LATER** than **FIFTEEN CALENDAR DAYS** after the end of each quarter (via <https://bjapmt.ojp.gov>)

Login procedures are either provided with your award packet or will be made available via email. The BJA PMT helpline number is: 1-888-252-6867.

Failure to comply may result in the de-obligation of funds and/or risk future funding.

Special Condition - Reporting Timelines

Sub recipients must submit their reports following the timeline set forth below:

1. Complete the BJA Performance Measurement Tool (PMT, electronic via website noted below) and GMS Progress Report / Performance Measures within fifteen (15) calendar days of each quarter end date.
2. Complete the GMS financial report within thirty (30) calendar days of each quarter end date.

The BJA Performance Measurement Tool (<https://bjapmt.ojp.gov>) helpdesk number is: 1-888-252-6867.

Failure to comply may result in the de-obligation of funds and/or risk future funding.



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	BJAG-2018-0029	Sub-Recipient:	Salisbury Police Department
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Salisbury Police Department
Project Title:	Exploring Predictive Policing with Machine Learning		

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

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

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

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

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

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

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



Grant Award - General Conditions

Grant Award Number:	BJAG-2018-0029	Sub-Recipient:	Salisbury Police Department
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Salisbury Police Department
Project Title:	Exploring Predictive Policing with Machine Learning		

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

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

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

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

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

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

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

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



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	BJAG-2018-0029	Sub-Recipient:	Salisbury Police Department
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Salisbury Police Department
Project Title:	Exploring Predictive Policing with Machine Learning		

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

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

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

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

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

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

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

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

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

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



Grant Award - General Conditions

Grant Award Number:	BJAG-2018-0029	Sub-Recipient:	Salisbury Police Department
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Salisbury Police Department
Project Title:	Exploring Predictive Policing with Machine Learning		

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

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

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

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

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

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

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

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



Grant Award - General Conditions

Grant Award Number:	BJAG-2018-0029	Sub-Recipient:	Salisbury Police Department
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Salisbury Police Department
Project Title:	Exploring Predictive Policing with Machine Learning		

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

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

07/01 - 09/30 reports due 10/15
10/01 - 12/31 reports due 01/15
01/01 - 03/31 reports due 04/15
04/01 - 06/30 reports due 07/15

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

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

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

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

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

07/01 - 09/30 reports due 10/30
10/01 - 12/31 reports due 01/30
01/01 - 03/31 reports due 04/30
04/01 - 06/30 reports due 07/30

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



Grant Award - General Conditions

Grant Award Number:	BJAG-2018-0029	Sub-Recipient:	Salisbury Police Department
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Salisbury Police Department
Project Title:	Exploring Predictive Policing with Machine Learning		

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

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

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

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

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

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

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

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

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

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

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



Grant Award - General Conditions

Grant Award Number:	BJAG-2018-0029	Sub-Recipient:	Salisbury Police Department
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Salisbury Police Department
Project Title:	Exploring Predictive Policing with Machine Learning		

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

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

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

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

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

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

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

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

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

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

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

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

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



Grant Award - General Conditions

Grant Award Number:	BJAG-2018-0029	Sub-Recipient:	Salisbury Police Department
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Salisbury Police Department
Project Title:	Exploring Predictive Policing with Machine Learning		

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

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

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

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



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	BJAG-2018-0029	Sub-Recipient:	Salisbury Police Department
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Salisbury Police Department
Project Title:	Exploring Predictive Policing with Machine Learning		

- 48 Sub-recipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 49 The sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document, see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>
- 50 Your entity falls under the following federal requirement: Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop/eeop.htm>.
- 51 Sub-recipients need to pay particular attention to the type of records that need to be maintained to support reimbursement claims for salaries, wages, and fringe benefits. Guidance can be referenced on page 70 of the OJP Financial Guide.

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include time sheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor.

When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

- 52 If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514 to be submitted to the Federal Audit Clearinghouse. If the audit discloses findings on GOCCP grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the sub-recipient from the pass-through entity as required by §200.521 Management decision.



Grant Award - Special Conditions

Grant Award Number:	BJAG-2018-0029	Sub-Recipient:	Salisbury Police Department
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Salisbury Police Department
Project Title:	Exploring Predictive Policing with Machine Learning		

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

In addition, the Tips and Guidance page is provided as a resource on the GOCCP website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

- 2 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.Gov, previously the Central Contractor Registry (CCR).

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. Information about the registration procedure for SAM can be found at www.sam.gov. Note: previous CCR (Central Contract Registry) information was migrated to SAM.gov.

- 3 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.gov, previously the Central Contractor Registry (CCR). If this number expires during the life of the grant the sub-recipient will not be able to draw down any funds until this number has been re-activated.

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entries receiving federal funds. Information about the registration procedure for SAM can be found at www.SAM.gov.

- 4 A copy of all contracts associated with line items listed in the Contractual Services category must be submitted to GOCCP by uploading contract under the document tab of the award.

- 5 Requirements of the award; remedies for non-compliance or for materially false statements
The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

- 6 The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at

any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

- 7 References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.
- 8 Reclassification of various statutory provisions to a new Title 34 of the United States Code
On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to

Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

- 9** Required training for Point of Contact and all Financial Points of Contact
Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or

FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC).

Successful

completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

- 10** Requirements related to "de minimis" indirect cost rate
A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
- 11** If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
- 12** Requirements related to System for Award Management and Universal Identifier Requirements
The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site

at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- 13** Requirement to report actual or imminent breach of personally identifiable information (PII)
The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 14** All subawards ("subgrants") must have specific federal authorization
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").
- 15** Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

- 16** Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

- 17** Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

- 18** Requirement for data on performance and effectiveness under the award
The recipient must collect and maintain data that measure the performance and effectiveness of work under this award.
The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
- 19** OJP Training Guiding Principles
Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
- 20** The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
- 21** Potential imposition of additional requirements
The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk"
for purposes of the DOJ high-risk grantee list.
- 22** Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
- 23** Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
- 24** Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

- 25** In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

- 26** Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

- 27** The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

- 28** Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

- 29 Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 30 Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ. If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 31 The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
- 32 FFATA reporting: Subawards and executive compensation
- The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.
- This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
- 33 The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
- 34 Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

- 35 Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition.
The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
- 36 To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
- 37 With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.
- 38 The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 39 The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.
- 40 The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
- 41 Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

- 42 Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

- 43** Submission of eligible records relevant to the National Instant Background Check System
Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34

U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific

project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

- 44** Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a "State"

In order validly to accept this award, the prospective recipient must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the State). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or

(2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a State that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the State does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, the State may submit a fully-executed award document executed by the State on or after the date of that certification.

45 Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>.

Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8

U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

46 Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation

by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program

or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and

transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any

such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644

and ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.

- 47** Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien

as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised

"anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the

reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

- 48** Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

- 49** The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as
- "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

- 50** "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

- 51** The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
- 52** If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.
- 53** JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.
- 54** The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
- 55** Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

- 56** The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
- 57** Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, deescalation of conflict, and constructive engagement with the public.
- 58** No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.
- 59** Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017. The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

60 Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

61 Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI has certified that the recipient state is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless the evidence of NIBRS compliance has been submitted to and approved

by BJA. (This condition does not apply to awards to the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, or American Samoa).

62 Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If

the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success

Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

63 Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

64 Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or

any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal

System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

65 The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



Governor's Office of Crime Control and Prevention

Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Budget Notice

Grant Award Number:	BJAG-2018-0029	
Sub-recipient:	Salisbury Police Department	
Project Title:	Exploring Predictive Policing with Machine Learning	
Implementing Agency:	Salisbury Police Department	
Award Period:	10/01/2020 - 09/30/2021	CFDA: 16.738 Federal Grant #: 2018-MU-BX-0215

Funding Summary	Grant Funds	100.0 %	\$100,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$100,000.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Administrative/ Clerical Support	Overtime	Grant Funds	\$20,000.00
Personnel Total:			\$20,000.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
University of Maryland- Predictive Policing Project	Grant Funds	0	\$0.00	\$80,000.00
Contractual Services Total:				\$80,000.00

Approved:

Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 10/1/2020

ORDINANCE NO. 2638

AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY, TO ACCEPT FUNDING FROM THE GOVERNOR'S OFFICE OF CRIME CONTROL & PREVENTION (GOCCP) IN THE AMOUNT OF \$100,000 AND TO APPROVE A BUDGET AMENDMENT OF THE ~~FY 2021~~ BUDGET TO APPROPRIATE THESE GRANT FUNDS FOR THE PURPOSE OF EXPLORING THE PREDICTIVE POLICING WITH MACHINE LEARNING PROJECT TO ASSIST IN PREDICTING CRIME PATTERNS AND TO ULTIMATELY REDUCE CRIME IN THE CITY OF SALISBURY.

WHEREAS, the Governor's Office of Crime Control & Prevention (GOCCP) has funding available; and

WHEREAS, the purpose of the grant program is to develop computer software to analyze crime data and predict the re-occurrence of similar criminal activity based on analytical input sourced from city GIS and the Salisbury Police Department; and

WHEREAS, the City of Salisbury and the University of Maryland were invited by GOCCP to participate in this endeavor as a continuation of the MCIN Grant Project for Machine Learning; and

WHEREAS, the GOCCP has allocated funds in the amount of \$80,000 for the University of Maryland for salary support related to research; and

WHEREAS, the GOCCP has allocated funds in the amount of \$20,000 for the City of Salisbury for salary support related to administrative & clerical support; and

WHEREAS, the City of Salisbury must enter into a grant agreement with the University of Maryland defining how the funds must be expended as well as the sharing of analytical data; 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 accept grant funds in the amount of \$100,000 from the Governor's Office of Crime Control & Prevention and to enter into a grant agreement with the University of Maryland, as approved by the City Solicitor, for the purpose of this grant.

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

- 1) Increase ~~FY21~~ Byrryne Memorial JAG Revenue account (10500-423101-XXXXX) by \$100,000
- 2) Increase SPD - Overtime Expense account (10500-501021-XXXXX) by \$20,000
- 3) Increase SPD - Consulting Fees Expense account (10500-513400-XXXXX) by \$80,000

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

47
48 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
49 Salisbury held on this ____ day of _____, 2020, and thereafter, a statement of the substance
50 of the Ordinance having been published as required by law, was finally passed by the Council on the
51 ____ day of _____, 2020.
52

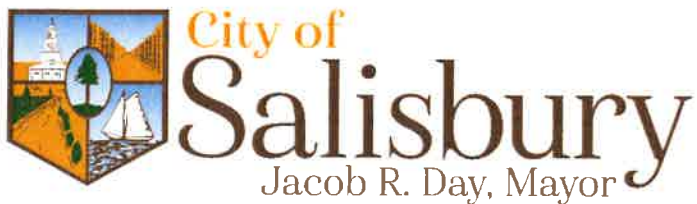
53
54 **ATTEST:**
55

56
57 _____
58 Kimberly R. Nichols, City Clerk
59

John R. Heath, President
Salisbury City Council

60
61
62 APPROVED BY ME THIS ____ day of _____, 2020.
63
64

65 _____
66 Julia Glanz, City Administrator, for and at the direction of
67 Jacob R. Day, Mayor
68



To: Julia Glanz, City Administrator
From: Anne Roane, City Planner *AR*
Date: November 18, 2020
Re: Ordinance to modify Chapter 17 to allow single family dwelling units in the Light Business and Institutional zones.

This proposed text amendment to Chapter 17, Section 17.28.020 – Light Business and Institutional- will allow single family dwelling units in the Light Business and Institutional zones. The amendment was requested by Ms. O'shaye Farrare and was supported by Staff and the Planning Commission.

Text amendments require two Public Hearings in order to be adopted. The first required Public Hearing was held by the Planning Commission on October 15, 2020. A second Public Hearing will be set by the City Council.

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

THE DAILY TIMES

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: SALISBURY PLANNING
Address: 125 N DIVISION ST RM 202
SALISBURY MD 21801
USA

Ad No.: 0004394651
Pymt Method: Invoice
Net Amt: \$311.20

Run Times: 2

No. of Affidavits: 1

Run Dates: 10/01/20, 10/08/20

Text of Ad:

**SALISBURY PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT**

In accordance with the provisions of Section 17.228, Amendments and Rezonings, of the Salisbury Municipal Code, Ms. O'shaye Farrare proposes an amendment to the text of Title 17, Zoning, Section 17.28.020, to allow a single family dwelling units in Light Business and Institutional Zones.

A PUBLIC HEARING WILL BE HELD ON

Thursday, October 15, 2020, at 1:35 P.M. via Webex teleconference to hear opponents and proponents, if there be any. The process for participants who wish to speak is as follows:

Call-In Number: 510-338-9438

Meeting Number: 132 240 3960

Password: 24680

Subsequent to the consideration of this proposal by the Salisbury Planning and Zoning Commission, a recommendation will be made to the Salisbury City Council for its consideration at a Public Hearing.

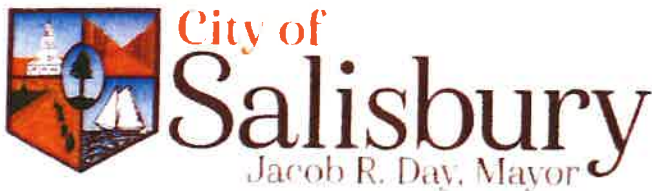
The Commission reserves the right to close a part of this meeting as authorized by State Government section 10-508(a) of the Maryland Annotated Code.

(FOR FURTHER INFORMATION CALL 410-548-3170)

Charles "Chip" Dashiell, Chairman

10/01, 10/08

0004394651-01



**Infrastructure and Development
Planning and Zoning
Commission
Staff Report**

Meeting of October 15, 2020

I. BACKGROUND INFORMATION:

Applicant: Ms. O'shaye Farrare

Infrastructure and Development Project No.: 202000881

Nature of Request: Public Hearing - Text Amendment - To amend Title 17, Zoning Section 17.28.020

II. REQUEST:

Ms. O'shaye Farrare of 1505 Mt. Hermon Road, has submitted a request to amend the text of Title 17, Zoning to include the following language (**Attachment 1**):

In 17.28.020 U: Single Family Detached Dwelling Unit.

Ms. Farrare purchased the property at 1505 Mt. Hermon Road to use as her primary residence (**Attachment 2**). The structure on the property had been vacant for years and was deemed non-conforming due to the underlying zoning of Light Business and Institutional designation (**Attachment 3**). A text amendment is a tool that will enable her to do this. After staff review of how this text amendment would affect other areas in the City with similar zoning and looking at national trends, it supports this request.

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission must hold a Public Hearing on proposed Text Amendments to the Code. The Commission must forward a recommendation (within six (6) months) to the City Council. The City Council must also hold a public hearing before granting final approval to Code Text Amendments (by Ordinance).



City of
Salisbury
Jacob R. Day, Mayor

III. DISCUSSION:

The proposed amendment to allow a single family detached dwelling unit within the Light Business and Institutional Zone which currently is not allowed. Currently the only residential allowed uses are apartment buildings.

IV. PLANNING AND ZONING:

The current edition of the Salisbury Zoning Code was written in 1983. At that time Light Business and Institutional zones were considered 'employment centers' hence the allowed multifamily uses. Housing trends across the country are encouraging having different unit types within these centers as options and it actually can enhance the viability for successful businesses.

V. STAFF RECOMMENDATION:

The Department of Infrastructure and Development recommends that the Planning Commission forward a **FAVORABLE** recommendation to the Mayor and City Council for the proposed amendment that would inherently permit a **Single Family Dwelling Unit** in Light Business and Institutional Zones, as follows:

AMEND SECTION 17.28.020. Permitted Uses, by adding the following item:

U. Single Family Dwelling Unit.

September 2, 2020

To Whom It May Concern:

I, O'shaye Farrare am requesting the Salisbury, MD City Council to amend the zoning map as hereinafter requested on the property that I currently own located at 1505 Mt Hermon Rd.

There is a four bedroom one and two and a half bathroom home located on the property that I intend to use as my primary residence. I have no intentions on utilizing or constructing the property for commercial or industrial purposes. Lastly, the zoning change will have no impact on the health and safety of the City.

Sincerely,

A handwritten signature in cursive script that reads "O'shaye Farrare". The signature is written in dark ink and is positioned above the printed name.

O'shaye Farrare

1505 Mt Hermon Road



04/14/2020





JACOB R. DAY
MAYOR

JULIA GLANZ
CITY ADMINISTRATOR
ACTING MAYOR

City of Salisbury – Wicomico County

PLANNING AND ZONING COMMISSION
P.O. BOX 870
125 NORTH DIVISION STREET, ROOMS 203 & 201
SALISBURY, MARYLAND 21803-4860
410 548-4860
FAX: 410 548-4955



JOHN D. PSOTA
ACTING COUNTY EXECUTIVE

JOHN D. PSOTA
DIRECTOR OF ADMINISTRATION

MINUTES

The Salisbury-Wicomico Planning and Zoning Commission met in regular session on October 15, 2020, via WebEx teleconference, with the following persons participating:

COMMISSION MEMBERS:

Charles "Chip" Dashiell, Chairman
Dr. James McNaughton
Scott Rogers
Mandel Copeland
Joe Holloway
Jim Thomas
Jack Heath

PLANNING STAFF:

Henry Eure, City of Salisbury, Infrastructure and Development Department
Anne Roane, City of Salisbury, Infrastructure and Development Department
Keith Hall, Deputy Director, Wicomico County Planning, Zoning, and Community Development
Brian Soper, Planning Manager, Wicomico County Planning, Zoning, and Community Development
Marilyn Williams, Land Development Coordinator, Wicomico County Planning, Zoning, and Community Development
Gloria Smith, Planner III, Wicomico County Planning, Zoning, and Community Development
Jesse Drewer, Planner II, Wicomico County Planning, Zoning, and Community Development
Melissa Cassimore, Recording Secretary, Wicomico County Planning, Zoning, and Community Development
Paul Wilbur, Attorney, Wicomico County Department of Law

The meeting was called to order at 1:30 p.m. by Mr. Dashiell, Chairman.

Chairman Dashiell announced in response to the COVID-19 crisis and in an effort to promote the health, safety, and general welfare of the public this meeting is being conducted via teleconference call. He proceeded with thanking County and City Staff for assisting with making the teleconference possible. Also, Chairman Dashiell welcomed the public that may be joining on the call. He stated members of the public will be given an opportunity to speak on each item being presented.

Mr. Hall conducted a roll call of Commission members participating on the call, as well as City and County staff. Mr. Hall announced a quorum of Commissioners was achieved for the meeting. Chairman Dashiell requested Mr. Hall to provide a brief overview of procedures and tips for conducting a teleconference meeting. Mr. Hall presented the house keeping procedures, which included participants and applicants placing phone on mute, announce name prior to speaking, conducting individual roll call for Commissioner comments and votes on items, and staff may request for a person to restate name or confirm name. With no questions, Mr. Hall turned the meeting over to Chairman Dashiell.

MINUTES: The minutes from the September 17th meeting were brought forward for approval. Upon a motion by Mr. Rogers, seconded by Mr. Thomas, and duly carried, the minutes from the September 17, 2020 meeting were **APPROVED** as submitted.

PUBLIC HEARING - TEXT AMENDMENT – Salisbury Municipal Code – O'Shaye Farrare – To Amend Title 17, Zoning Section 17.28.020 - To Add Single-Family Residential Dwellings to the Light Business and Institutional District (A. Roane)

Mr. Hall read the Notice for Public Hearing into the record and proceeded to administer the oath to Ms. O'Shaye Farrare, Ms. Anne Roane and Mr. Henry Eure.

Ms. Roane presented the Staff Report and stated the applicant is requesting to amend the text of Title 17, Zoning to include single-family detached dwelling unit as a permitted use in the Light Business and Institutional District. Ms. Roane discussed the structure on the property has been vacant for years and the applicant purchased the home at 1505 Mt. Hermon Road to use as her primary residence. Ms. Roane stated currently the only residential uses allowed in this district are apartment buildings and after review of how this change would affect other areas in the City with similar zoning and national trends staff supports the request.

Staff recommends a favorable recommendation to the Mayor and City Council for the proposed amendment that would inherently permit a Single-Family Dwelling Unit in the Light Business and Institutional Zone, as follows:

Amend Section 17.28.020. Permitted Uses, by adding the following item:

U. Single-Family Dwelling Unit.

Chairman Dashiell thanked Ms. Roane for her report and asked if Mr. Eure had any additional comments in regards to the presentation.

Mr. Eure agreed the addition of single-family homes is a reasonable request and an acceptable use in this zoning district.

Chairman Dashiell asked if Ms. Farrare has any comments to add.

Ms. Farrare stated she was not aware of the zoning when she purchased the home and is not able to obtain a permit for rehabilitation due to the zoning of the property. Ms. Farrare intends to have an office for a small cleaning service in part of the dwelling with the remainder as her home.

Chairman Dashiell thanked Ms. Farrare for her comments.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments to applicants or staff.

Dr. McNaughton confirmed no questions or comments.

Mr. Thomas asked if the location shown on Attachment 3 is near Valleywood subdivision.

Mr. Eure and Ms. Roane confirmed.

Mr. Thomas asked if the construction of the home pre-dates the zoning in that area.

Ms. Roane stated she is uncertain.

Mr. Eure stated the house was built in 1945 and was used as a single-family dwelling non-stop until approximately three years ago. Mr. Eure discussed the Zoning Code was rewritten in 1983 and a single-family home was not included as a permitted use in the Zoning District so it became a non-conforming use. It continued as a non-confirming use until a few years ago.

Mr. Thomas thanked Mr. Eure and Ms. Roane for the clarification.

Mr. Rogers confirmed no questions or comments.

Mr. Copeland confirmed no questions or comments.

Mr. Holloway confirmed no questions or comments.

Mr. Heath confirmed no questions or comments.

Chairman Dashiell had no questions or comments.

Chairman Dashiell asked if there are members of the public on the call. No members from the public were on the call.

Upon a motion by Mr. Rogers for forwarding a favorable recommendation to the Mayor and City Council for the proposed Amendment Section 17.28.020 that would inherently permit single-family dwelling in the Light Business and Institutional Zone. The motion was seconded by Mr. Heath. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. All Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion was approved.

Chairman Dashiell thanked Ms. Farrare for attending and wished her good luck.

Ms. Farrare thanked Chairman Dashiell.

PUBLIC HEARING - TEXT AMENDMENT – Salisbury Municipal Code – Immunotek Bio Centers – To Amend Title 17, Zoning Section 17.212.030 - To Add Medical Office/Clinics in Shopping Centers (H. Eure)

Mr. Hall read the Notice for Public Hearing into record and proceeded to administer the oath to Mr. Aaron Renshaw and Mr. Henry Eure.

Chairman Dashiell confirmed no members of the public were on the call to testify.

Mr. Eure presented the Staff Report and stated this is a request to amend the text to Title 17, Zoning Section language to allow a medical office or clinic in shopping centers. Mr. Eure discussed since the Salisbury Zoning Code was written in 1983 the shift to more online retail has reduced the need for retail space and utilizing shopping center floor space for tenants in the medical or dental fields would serve as an added service that is beneficial to shopping center patrons. Mr. Eure stated current service-type uses are permitted and the addition of a medical office or clinic would be a natural progression to allow more services in

a shopping center and the proposed uses will not create incompatibility with other permitted uses in the zoning district.

Staff recommends a favorable recommendation to the Mayor and City Council for the proposed amendment that would inherently permit a medical or dental office or clinic in shopping centers as follows:

Amend Section 17.212.030. Permitted Uses, by adding the following item:

M. Medical or dental office or clinic.

Chairman Dashiell asked Mr. Renshaw if there is anything he would like to add.

Mr. Renshaw discussed Immunotek Bio Center business and the positive impact a plasma-collection center can have on a community, especially during COVID-19. He added this is one of the most heavily-regulated industries in the world.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

Dr. McNaughton confirmed no questions or comments.

Mr. Thomas asked what is the size of the space that would be rented.

Mr. Renshaw stated they would be leasing approximately 12,000 square feet and employing 45 people, but only 25-30 staff members would be in the facility at one time.

Mr. Rogers confirmed no questions or comments.

Mr. Copeland confirmed no questions or comments.

Mr. Holloway confirmed no questions or comments.

Mr. Heath confirmed no questions or comments.

Chairman Dashiell had no questions or comments.

Chairman Dashiell asked if the public had any questions or comments.

Mr. Wesley Cox discussed his involvement in shopping centers and the national trend of shopping center adaptive reuses now include fitness centers, storage centers, and medical centers. This will be one subdivision in the larger space consisting of 37,000 sq. ft.

Upon a motion by Mr. Rogers to forward a favorable recommendation to the Mayor and City Council for the proposed Amendment to Section 17.212.030 that would inherently permit a medical or dental office or clinic in shopping centers. The motion was seconded by Mr. Thomas. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. All Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion was approved.

SITE PLAN APPROVAL – Winter Place Executive Park – J.H. Malone Construction, rep. by Wilkins-Noble, LLC – 31414 Winter Place Parkway – Lt. Bus. & Institutional (LB-1) – #WP-2002 - M-0039, G-9, P-720, L-10 (G. Smith)

Chairman Dashiell confirmed Ms. Gloria Smith was on the call and no representatives were on the call.

Ms. Smith presented the Staff Report and stated the applicant is proposing to construct a 3,200 sq. ft. equipment storage building on Lot#10 in Winter Place Executive Park zoned Light Business and Institutional District as of 2004. Ms. Smith discussed the surrounding properties and the development of this site with an equipment storage building is consistent with uses permitted inherently in the Light Business and Institutional District.

Staff recommends site plan approval with the following three conditions:

1. The site shall be developed in accordance with the approved Site Plan;
2. This development is subject to any applicable Conditions of Approval imposed by the Wicomico County Board of Appeals in 1999 or 2000; and
3. Subject to further review and approval, if required by the Wicomico County Public Works Department.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

Dr. McNaughton confirmed no questions or comments.

Mr. Thomas asked if the building would be constructed over the Sewage Reserve Area.

Ms. Smith is not certain how much materials are currently stored outside and whether the additional building would be used to store any materials that are now outside.

Mr. Rogers confirmed no questions or comments.

Mr. Copeland confirmed no questions or comments.

Mr. Holloway confirmed no questions or comments.

Mr. Heath confirmed no questions or comments.

Chairman Dashiell had no questions or comments.

Chairman Dashiell asked if there are members of the public on the call. No members from the public were on the call.

Upon a motion by Mr. Rogers to approve the Site Plan by J.H. Malone Construction for Lot#10 Winter Place Executive Park subject to the three proposed conditions. The motion was seconded by Mr. Holloway. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. All Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion was approved.

SITE PLAN APPROVAL – Miller Investment Properties, rep. by Parker & Associates - 800 Snow Hill Road – C-1 Select Commercial – #WP-2003 - M-0038, G-22, P-32, L-17, 33, & 34 (G. Smith)

Chairman Dashiell confirmed Mr. Brock Parker of Parker & Associates, Mike King of Aim Service Inc. and Ms. Gloria Smith were on the call.

Chairman Dashiell asked Ms. Smith to present the Staff Report.

Ms. Smith presented the Staff Report and stated this Site Plan Review request is for construction of a 4,549 sq. ft. accessory storage building on a property located on 800 Snow Hill Road in the C-1 Select Commercial Zoning District. Ms. Smith discussed the property consists of Lot 17, 33, and 34 of Lin Hill Village. No new access to Snow Hill Road is being proposed. Ms. Smith added Section 225-35E of the Code requires Planning and Zoning Commission site plan review and approval for any development occurring in the C-1 Select Commercial Zoning District and the plan is in general conformance with the Code. Ms. Smith stated development of the site with an accessory storage building is consistent with uses permitted in the C-1 Select Commercial Zoning District.

Staff recommends approval with the following two conditions:

1. The site shall be developed in accordance with the approved Site and Landscaping Plan; and

2. Subject to further review and approval, if required, by the Wicomico County Public Works Department.

Chairman Dashiell thanked Ms. Smith for her report and asked if Mr. Parker had any comments to add.

Mr. Parker stated the site plan was for the construction of the building and fence. The building will be used for new material storage, pipe and equipment storage; therefore, no sewer or water is needed for the building. Mr. Parker also stated no hazardous materials would be stored in the building.

Chairman Dashiell asked Mr. King if he had any comments to add to Mr. Parker's comments.

Mr. King stated he was on the call to answer any questions.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

Dr. McNaughton confirmed no questions or comments.

Mr. Thomas confirmed no questions or comments.

Mr. Rogers confirmed no questions or comments.

Mr. Copeland confirmed no questions or comments.

Mr. Holloway confirmed no questions or comments.

Mr. Heath confirmed no questions or comments.

Chairman Dashiell had no questions or comments.

Chairman Dashiell asked if there are members of the public on the call. No members from the public were on the call.

Upon a motion by Mr. Rogers to approve the Site Plan for Miller Investment Properties, LLC subject to the two conditions listed in the Staff Report. The motion was seconded by Mr. Holloway. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. All Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion was approved.

Chairman Dashiell confirmed Mr. Brock Parker of Parker & Associates, and Ms. Marilyn Williams were on the call.

Chairman Dashiell asked Ms. Williams to present the Staff Report.

Ms. Williams presented the Staff Report and stated this request is an extension of a Preliminary Plat for The Pond at Nutters Crossing. Ms. Williams discussed the history of the development including Sketch Plat for the re-designed development in May 2019 and approval of the Preliminary Plat and Tier Map re-designation on October 17, 2019. Ms. Williams stated the final health department approval of the proposed lots have been delayed, due in part to COVID-19, and to an MDE request for additional soil testing on the lots along Tony Tank Creek.

Staff recommends approval of a one-year extension of the Preliminary Plat due to the unique and extensive requirements associated with this re-designed subdivision. All conditions presented at the October 17, 2019 meeting still apply; however, the following correction is made. In the October 17, 2019 Staff Report, Item 5 stated, "Improvements Construction Plans shall be submitted to and approved by the Public Works Department prior to the recordation of the Final Plat", and it should have read, "...prior to Planning Commission review of the Final Plat".

Chairman Dashiell thanked Ms. Williams for her report and asked if Mr. Parker had any comments to add.

Mr. Parker stated they were finishing up the perks and discussed Lots 15 & 16 had perks that passed, but the Health Department required new tests to ensure the results are consistent. Mr. Parker explained the curbs and stone roads are in and the project would progress if the extension is granted and once the perks are finalized.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

Dr. McNaughton confirmed no questions or comments.

Mr. Thomas confirmed no questions or comments.

Mr. Rogers confirmed no questions or comments.

Mr. Copeland confirmed no questions or comments.

Mr. Holloway confirmed no questions or comments.

Mr. Heath confirmed no questions or comments.

Chairman Dashiell asked if there was a Forest Conservation requirement as part of the conditions in October 17, 2019.

Ms. William stated it was part of the conditions from October 17, 2019.

Chairman Dashiell confirmed there is only a language correction on #5 to be made.

Ms. William confirmed.

Chairman Dashiell asked if there are members of the public on the call. No members from the public were on the call.

Upon a motion by Mr. Holloway to approve a one year extension of the Preliminary Plat for The Pond at Nutters Crossing with the correction in the language for Item 5 from the Staff Report. The motion was seconded by Mr. Thomas. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. All Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion was approved.

STAFF COMMENTS:

Chairman Dashiell thanked Commission members for their participation to make this meeting a success during this unusual time. Chairman Dashiell stated he looks forward to meeting again in person to move the business of the City and County forward. Chairman Dashiell asked Ms. Roane if she had any comments prior to adjournment.

Ms. Roane stated an objective of the City Zoning Code update is combining existing zones and reducing overlay districts. Ms. Roane stated the Zoning Rewrite Taskforce was evaluating existing plans including the Bicycle Master Plan. Ms. Roane discussed at the upcoming meeting in January they will be working to develop specific language for the Salisbury Zoning Code update.

Chairman Dashiell thanked Ms. Roane for the update and asked Mr. Heath if he had any comments to add.

Mr. Heath stated this project was needed to align with the new Master Plan.

Mr. Thomas asked if the Review of Interactive Website on page four was in house only or is it available for review by others as well.

Ms. Roane stated it was not available at this time and would be put on the web page when it was completed.

Chairman Dashiell asked Mr. Hall if there were any matters he wished to bring to the Commission's attention.

Mr. Hall discussed the Maryland Planning Commissioners Association 37th Annual conference this fall, on Monday, November 9th from 9am to 4pm. Mr. Hall stated it will be a virtual conference and participation is free and the sessions include: Open Meetings Act Training; Housing Elements for Comprehensive Plan Updates; Virtual Planning During a Pandemic; Planning After a Pandemic; Maryland's Climate Change Adaptation Framework; and Continuity Planning for Local Boards.

The next Commission meeting will be November 19th.

There being no further business, the Commission meeting was adjourned at 2:49 p.m. by a motion from Mr. Rogers and seconded by Mr. Heath, and duly carried by participating members.

This is a summary of the proceedings of this meeting. Detailed information is in the permanent files of each case as presented and filed in the Wicomico County Department of Planning, Zoning, and Community Development Office.

Charles "Chip" Dashiell, Chairman

Lori A. Carter, Director

Melissa Cassimore, Recording Secretary

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WHEREAS, the ongoing application, administration and enforcement of Title 17, Zoning Salisbury Municipal Code, demonstrates a need for periodic review, evaluation and updates that will keep Title 17 current; and

WHEREAS, the Mayor and City Council requested that the Salisbury Planning and Zoning Commission periodically review Title 17 in light of existing procedural practices and input from the City Council and members of the public; and

WHEREAS, a Public Hearing on the proposed amendment was held by the Salisbury Planning and Zoning Commission in accordance with the provisions of Chapter 17.228, of Title 17, Zoning, of the Salisbury Municipal Code on October 15, 2020; and

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND, that Title 17, Zoning, of the Salisbury Municipal Code is hereby amended as follows:

U. Single Family Detached Dwelling Unit.

37 Explanation:

38
39 * *ITALICIZED PRINT INDICATES MATERIAL ADDED TO EXISTING LAW.*
40 Deleted material from the existing Code is indicated by bold double bracketed [[]]
41 language.
42

43 **AND BE IT FURTHER ORDAINED BY THE CITY OF SALISBURY,**
44 **MARYLAND**, that this Ordinance shall take effect from and after the date of its final passage, but
45 in no event until ten (10) days after the date of the Council's Public Hearing, and

46 **THE ABOVE ORDINANCE** was introduced and read at a meeting of the Council on the
47 ____ day of _____ 2020, and thereafter, a statement of the substance of the ordinance
48 having been published as required by law, in the meantime, was finally passed by the Council on
49 ____ day of _____, 2020.

50
51 **ATTEST:**

52
53 _____
54 Kimberley R. Nichols
55 City Clerk

John R. Heath, President
Salisbury City Council

56
57 Approved by me this ____ day of _____, 2020.
58
59

60 _____
61 Julia Glanz, City Administrator
62 for and at the direction of
63 Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Anne Roane, City Planner
Date: November 18, 2020
Re: Ordinance to modify Chapter 17 to allow medical office/clinics as a permitted use in the Shopping Center zone

This proposed text amendment to Chapter 17, Section 17.212.030 to allow medical office/clinics as a permitted use within a shopping center. The amendment was requested by Immunotek Bio Centers and was supported by Staff and the Planning Commission.

Text amendments require two Public Hearings in order to be adopted. The first required Public Hearing was held by the Planning Commission on October 15, 2020. A second Public Hearing will be set by the City Council.

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

THE DAILY TIMES

Classified Ad Receipt (For Info Only - NOT A BILL)

Customer: SALISBURY PLANNING
Address: 125 N DIVISION ST RM 202
SALISBURY MD 21801
USA

Ad No.: 0004394621
Pymt Method Invoice
Net Amt: \$311.20

Run Times: 2

No. of Affidavits: 1

Run Dates: 10/01/20, 10/08/20

Text of Ad:

**SALISBURY PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT**

In accordance with the provisions of Section 17.228, Amendments and Rezoning, of the Salisbury Municipal Code, Immunotek Bio Centers proposes an amendment to the text of Title 17, Zoning, Section 17.212.030, to allow a medical office/clinic as a permitted use within a shopping center.

A PUBLIC HEARING WILL BE HELD ON

Thursday, October 15, 2020, at 1:35 P.M. via Webex teleconference to hear opponents and proponents, if there be any. The process for participants who wish to speak is as follows:

Call-In Number: 510-338-9438

Meeting Number: 132 240 3960

Password: 24680

Subsequent to the consideration of this proposal by the Salisbury Planning and Zoning Commission, a recommendation will be made to the Salisbury City Council for its consideration at a Public Hearing.

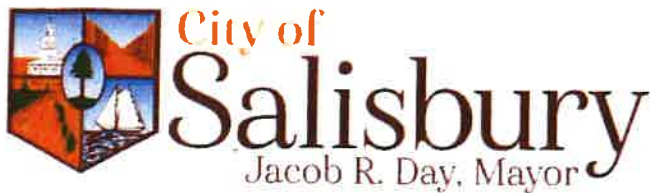
The Commission reserves the right to close a part of this meeting as authorized by State Government section 10-508(a) of the Maryland Annotated Code.

(FOR FURTHER INFORMATION CALL 410-548-3170)

Charles "Chip" Dashiell, Chairman

10/01, 10/08'20

0004394621-01



**Infrastructure and Development
Planning and Zoning
Commission
Staff Report**

Meeting of October 15, 2020

I. BACKGROUND INFORMATION:

Applicant: Immunotek Bio Centers

Infrastructure and Development Project No.: 202000882

Nature of Request: Public Hearing - Text Amendment - To amend Title 17, Zoning Section 17.212.030

II. REQUEST:

Melanie LeMaire of Immunotek Bio Centers, has submitted a request to amend the text of Title 17, Zoning to include the following language (**Attachment 1**):

In 17.212.030 M: Medical office or clinic.

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission must hold a Public Hearing on proposed Text Amendments to the Code. The Commission must forward a recommendation (within six (6) months) to the City Council. The City Council must also hold a public hearing before granting final approval to Code Text Amendments (by Ordinance).

III. DISCUSSION:

The proposed amendment to allow a medical office or clinic (which would also include a plasma collection facility) within a shopping center would be similar in nature to other uses already permitted either inherently or by special exception within the General Commercial Zoning District; which is the primary reference for establishing uses within a



City of
Salisbury
Jacob R. Day, Mayor

shopping center. Currently, "service-type" uses, such as restaurants, daycare centers, repair shops, and automotive services, to name a few are permitted in shopping center. Adding a medical office or clinic would be a natural progression in amending the zoning code to include more services in a shopping center.

IV. PLANNING AND ZONING:

Since the current edition of the Salisbury Zoning Code was written in 1983, there have been changes in the way many people choose to shop, both on a national and local level. The retail industry has made a dynamic shift to more online retail, which has frequently reduced the need, or desire, for retail space. Utilizing shopping center floor space for tenants in the medical or dental fields would serve as an added service that is beneficial to shopping center patrons. Adding a medical office or clinic as a permitted use within shopping centers would not have any negative impacts on existing permitted uses, as such uses do not interfere with other retail and service activities. Staff also believes that dental offices would be appropriate within shopping centers as well.

V. STAFF RECOMMENDATION:

The Department of Infrastructure and Development recommends that the Planning Commission forward a **FAVORABLE** recommendation to the Mayor and City Council for the proposed amendment that would inherently permit a **Medical or dental office or clinic** in shopping centers, as follows:

AMEND SECTION 17.212.030. Permitted Uses, by adding the following item:

M. Medical or dental office or clinic.



Mr. Henry Eure
City of Salisbury, MD

RE: Requested Text Amendment for property located at 125 W. College Ave.

Mr. Eure:

ImmunoTek would like to request a modification to the permitted uses in properties classified as a shopping center (Chapter 17.212.030).

We are interested in leasing a portion of space within the College Square shopping center located at 125 W. College Ave. This site would be in the General Commercial District which does not include a permitted use of a medical/plasma center within a shopping center. We are asking the city to consider making this "medical/plasma" use an inherently permitted use within a shopping center.

Considering that plasma collection centers have even been deemed critical during these uncertain times of COVID-19, based on their ability to provide life-saving therapies to those patients currently fighting the infection by donating your plasma, we are requesting this text amendment to the current Chapter 17.212.030.

Patients that have fully recovered from COVID-19 contains COVID-19 antibodies. These antibodies provided one way for your immune system to fight the virus when you were sick, so your plasma may be able to be used to help others fight off the disease; the more plasma that can be collected, the more therapies we can potentially provide.

Plasma Centers can also assist with medical applications for plasma drug therapies to include: burn victims, hemophiliacs, biologic products, albumin and specialty drugs. The facilities are state of the art medical facilities, approved and monitored by the FDA, EU and other regulatory authorities. Rigorous screening and testing protocols are required and strictly enforced.

Below are some of the positive impacts a plasma collection center can have on a community.

- A typical center will employ 40-45 people, many of whom are skilled technicians.
 - 2 Physicians -1 Center Director -2 Assistant Managers
 - 2 Quality Assistance -5 Nurses -10 Phlebotomists
 - 9 Medical Screeners -3 Plasma Processors -6 General Technicians
- Salary ranges are competitive in the local market based on license level.
- The Center Director and Quality Assistant starting salaries range from \$65K-\$75K.
- The starting hourly wage for non-licensed personnel ranges between \$12.50-\$13.50/hr.
- One center can have an annual economic impact of approximately \$2,500,000 annually from salaries and donor compensation.

Please advise how we should proceed to make this text amendment within the city ordinances for shopping center permitted uses. Thank you and please feel free to contact me with any questions.

Sincerely,

Mel LeMaire

Melanie LeMaire
NCD Project Administrator
mlemaire@immunotek.com
office - 337.500.1170

5750 Johnston Street, Suite 302, Lafayette, LA 70503
O: 337.500.1251 F: 855.631.0734
www.immunotek.com

Attachment 1



JACOB R. DAY
MAYOR

JULIA GLANZ
CITY ADMINISTRATOR
ACTING MAYOR

City of Salisbury – Wicomico County

PLANNING AND ZONING COMMISSION
P.O. BOX 870
125 NORTH DIVISION STREET, ROOMS 203 & 201
SALISBURY, MARYLAND 21803-4860
410 548-4860
FAX: 410 548-4955



JOHN D. PSOTA
ACTING COUNTY EXECUTIVE

JOHN D. PSOTA
DIRECTOR OF ADMINISTRATION

MINUTES

The Salisbury-Wicomico Planning and Zoning Commission met in regular session on October 15, 2020, via WebEx teleconference, with the following persons participating:

COMMISSION MEMBERS:

Charles "Chip" Dashiell, Chairman
Dr. James McNaughton
Scott Rogers
Mandel Copeland
Joe Holloway
Jim Thomas
Jack Heath

PLANNING STAFF:

Henry Eure, City of Salisbury, Infrastructure and Development Department
Anne Roane, City of Salisbury, Infrastructure and Development Department
Keith Hall, Deputy Director, Wicomico County Planning, Zoning, and Community Development
Brian Soper, Planning Manager, Wicomico County Planning, Zoning, and Community Development
Marilyn Williams, Land Development Coordinator, Wicomico County Planning, Zoning, and Community Development
Gloria Smith, Planner III, Wicomico County Planning, Zoning, and Community Development
Jesse Drewer, Planner II, Wicomico County Planning, Zoning, and Community Development
Melissa Cassimore, Recording Secretary, Wicomico County Planning, Zoning, and Community Development
Paul Wilbur, Attorney, Wicomico County Department of Law

The meeting was called to order at 1:30 p.m. by Mr. Dashiell, Chairman.

Chairman Dashiell announced in response to the COVID-19 crisis and in an effort to promote the health, safety, and general welfare of the public this meeting is being conducted via teleconference call. He proceeded with thanking County and City Staff for assisting with making the teleconference possible. Also, Chairman Dashiell welcomed the public that may be joining on the call. He stated members of the public will be given an opportunity to speak on each item being presented.

Mr. Hall conducted a roll call of Commission members participating on the call, as well as City and County staff. Mr. Hall announced a quorum of Commissioners was achieved for the meeting. Chairman Dashiell requested Mr. Hall to provide a brief overview of procedures and tips for conducting a teleconference meeting. Mr. Hall presented the house keeping procedures, which included participants and applicants placing phone on mute, announce name prior to speaking, conducting individual roll call for Commissioner comments and votes on items, and staff may request for a person to restate name or confirm name. With no questions, Mr. Hall turned the meeting over to Chairman Dashiell.

MINUTES: The minutes from the September 17th meeting were brought forward for approval. Upon a motion by Mr. Rogers, seconded by Mr. Thomas, and duly carried, the minutes from the September 17, 2020 meeting were **APPROVED** as submitted.

PUBLIC HEARING - TEXT AMENDMENT – Salisbury Municipal Code – O'Shaye Farrare – To Amend Title 17, Zoning Section 17.28.020 - To Add Single-Family Residential Dwellings to the Light Business and Institutional District (A. Roane)

Mr. Hall read the Notice for Public Hearing into the record and proceeded to administer the oath to Ms. O'Shaye Farrare, Ms. Anne Roane and Mr. Henry Eure.

Ms. Roane presented the Staff Report and stated the applicant is requesting to amend the text of Title 17, Zoning to include single-family detached dwelling unit as a permitted use in the Light Business and Institutional District. Ms. Roane discussed the structure on the property has been vacant for years and the applicant purchased the home at 1505 Mt. Hermon Road to use as her primary residence. Ms. Roane stated currently the only residential uses allowed in this district are apartment buildings and after review of how this change would affect other areas in the City with similar zoning and national trends staff supports the request.

Staff recommends a favorable recommendation to the Mayor and City Council for the proposed amendment that would inherently permit a Single-Family Dwelling Unit in the Light Business and Institutional Zone, as follows:

Amend Section 17.28.020. Permitted Uses, by adding the following item:

U. Single-Family Dwelling Unit.

Chairman Dashiell thanked Ms. Roane for her report and asked if Mr. Eure had any additional comments in regards to the presentation.

Mr. Eure agreed the addition of single-family homes is a reasonable request and an acceptable use in this zoning district.

Chairman Dashiell asked if Ms. Farrare has any comments to add.

Ms. Farrare stated she was not aware of the zoning when she purchased the home and is not able to obtain a permit for rehabilitation due to the zoning of the property. Ms. Farrare intends to have an office for a small cleaning service in part of the dwelling with the remainder as her home.

Chairman Dashiell thanked Ms. Farrare for her comments.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments to applicants or staff.

Dr. McNaughton confirmed no questions or comments.

Mr. Thomas asked if the location shown on Attachment 3 is near Valleywood subdivision.

Mr. Eure and Ms. Roane confirmed.

Mr. Thomas asked if the construction of the home pre-dates the zoning in that area.

Ms. Roane stated she is uncertain.

Mr. Eure stated the house was built in 1945 and was used as a single-family dwelling non-stop until approximately three years ago. Mr. Eure discussed the Zoning Code was rewritten in 1983 and a single-family home was not included as a permitted use in the Zoning District so it became a non-conforming use. It continued as a non-confirming use until a few years ago.

Mr. Thomas thanked Mr. Eure and Ms. Roane for the clarification.

Mr. Rogers confirmed no questions or comments.

Mr. Copeland confirmed no questions or comments.

Mr. Holloway confirmed no questions or comments.

Mr. Heath confirmed no questions or comments.

Chairman Dashiell had no questions or comments.

Chairman Dashiell asked if there are members of the public on the call. No members from the public were on the call.

Upon a motion by Mr. Rogers for forwarding a favorable recommendation to the Mayor and City Council for the proposed Amendment Section 17.28.020 that would inherently permit single-family dwelling in the Light Business and Institutional Zone. The motion was seconded by Mr. Heath. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. All Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion was approved.

Chairman Dashiell thanked Ms. Farrare for attending and wished her good luck.

Ms. Farrare thanked Chairman Dashiell.

PUBLIC HEARING - TEXT AMENDMENT – Salisbury Municipal Code – Immunotek Bio Centers – To Amend Title 17, Zoning Section 17.212.030 - To Add Medical Office/Clinics in Shopping Centers (H. Eure)

Mr. Hall read the Notice for Public Hearing into record and proceeded to administer the oath to Mr. Aaron Renshaw and Mr. Henry Eure.

Chairman Dashiell confirmed no members of the public were on the call to testify.

Mr. Eure presented the Staff Report and stated this is a request to amend the text to Title 17, Zoning Section language to allow a medical office or clinic in shopping centers. Mr. Eure discussed since the Salisbury Zoning Code was written in 1983 the shift to more online retail has reduced the need for retail space and utilizing shopping center floor space for tenants in the medical or dental fields would serve as an added service that is beneficial to shopping center patrons. Mr. Eure stated current service-type uses are permitted and the addition of a medical office or clinic would be a natural progression to allow more services in

a shopping center and the proposed uses will not create incompatibility with other permitted uses in the zoning district.

Staff recommends a favorable recommendation to the Mayor and City Council for the proposed amendment that would inherently permit a medical or dental office or clinic in shopping centers as follows:

Amend Section 17.212.030. Permitted Uses, by adding the following item:

M. Medical or dental office or clinic.

Chairman Dashiell asked Mr. Renshaw if there is anything he would like to add.

Mr. Renshaw discussed Immunotek Bio Center business and the positive impact a plasma-collection center can have on a community, especially during COVID-19. He added this is one of the most heavily-regulated industries in the world.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

Dr. McNaughton confirmed no questions or comments.

Mr. Thomas asked what is the size of the space that would be rented.

Mr. Renshaw stated they would be leasing approximately 12,000 square feet and employing 45 people, but only 25-30 staff members would be in the facility at one time.

Mr. Rogers confirmed no questions or comments.

Mr. Copeland confirmed no questions or comments.

Mr. Holloway confirmed no questions or comments.

Mr. Heath confirmed no questions or comments.

Chairman Dashiell had no questions or comments.

Chairman Dashiell asked if the public had any questions or comments.

Mr. Wesley Cox discussed his involvement in shopping centers and the national trend of shopping center adaptive reuses now include fitness centers, storage centers, and medical centers. This will be one subdivision in the larger space consisting of 37,000 sq. ft.

Upon a motion by Mr. Rogers to forward a favorable recommendation to the Mayor and City Council for the proposed Amendment to Section 17.212.030 that would inherently permit a medical or dental office or clinic in shopping centers. The motion was seconded by Mr. Thomas. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. All Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion was approved.

SITE PLAN APPROVAL – Winter Place Executive Park – J.H. Malone Construction, rep. by Wilkins-Noble, LLC – 31414 Winter Place Parkway – Lt. Bus. & Institutional (LB-1) – #WP-2002 - M-0039, G-9, P-720, L-10 (G. Smith)

Chairman Dashiell confirmed Ms. Gloria Smith was on the call and no representatives were on the call.

Ms. Smith presented the Staff Report and stated the applicant is proposing to construct a 3,200 sq. ft. equipment storage building on Lot#10 in Winter Place Executive Park zoned Light Business and Institutional District as of 2004. Ms. Smith discussed the surrounding properties and the development of this site with an equipment storage building is consistent with uses permitted inherently in the Light Business and Institutional District.

Staff recommends site plan approval with the following three conditions:

1. The site shall be developed in accordance with the approved Site Plan;
2. This development is subject to any applicable Conditions of Approval imposed by the Wicomico County Board of Appeals in 1999 or 2000; and
3. Subject to further review and approval, if required by the Wicomico County Public Works Department.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

Dr. McNaughton confirmed no questions or comments.

Mr. Thomas asked if the building would be constructed over the Sewage Reserve Area.

Ms. Smith is not certain how much materials are currently stored outside and whether the additional building would be used to store any materials that are now outside.

Mr. Rogers confirmed no questions or comments.

Mr. Copeland confirmed no questions or comments.

Mr. Holloway confirmed no questions or comments.

Mr. Heath confirmed no questions or comments.

Chairman Dashiell had no questions or comments.

Chairman Dashiell asked if there are members of the public on the call. No members from the public were on the call.

Upon a motion by Mr. Rogers to approve the Site Plan by J.H. Malone Construction for Lot#10 Winter Place Executive Park subject to the three proposed conditions. The motion was seconded by Mr. Holloway. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. All Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion was approved.

SITE PLAN APPROVAL – Miller Investment Properties, rep. by Parker & Associates - 800 Snow Hill Road – C-1 Select Commercial – #WP-2003 - M-0038, G-22, P-32, L-17, 33, & 34 (G. Smith)

Chairman Dashiell confirmed Mr. Brock Parker of Parker & Associates, Mike King of Aim Service Inc. and Ms. Gloria Smith were on the call.

Chairman Dashiell asked Ms. Smith to present the Staff Report.

Ms. Smith presented the Staff Report and stated this Site Plan Review request is for construction of a 4,549 sq. ft. accessory storage building on a property located on 800 Snow Hill Road in the C-1 Select Commercial Zoning District. Ms. Smith discussed the property consists of Lot 17, 33, and 34 of Lin Hill Village. No new access to Snow Hill Road is being proposed. Ms. Smith added Section 225-35E of the Code requires Planning and Zoning Commission site plan review and approval for any development occurring in the C-1 Select Commercial Zoning District and the plan is in general conformance with the Code. Ms. Smith stated development of the site with an accessory storage building is consistent with uses permitted in the C-1 Select Commercial Zoning District.

Staff recommends approval with the following two conditions:

1. The site shall be developed in accordance with the approved Site and Landscaping Plan; and

2. Subject to further review and approval, if required, by the Wicomico County Public Works Department.

Chairman Dashiell thanked Ms. Smith for her report and asked if Mr. Parker had any comments to add.

Mr. Parker stated the site plan was for the construction of the building and fence. The building will be used for new material storage, pipe and equipment storage; therefore, no sewer or water is needed for the building. Mr. Parker also stated no hazardous materials would be stored in the building.

Chairman Dashiell asked Mr. King if he had any comments to add to Mr. Parker's comments.

Mr. King stated he was on the call to answer any questions.

Chairman Dashiell asked Mr. Hall to conduct a roll call of Commissioners for questions and comments.

Dr. McNaughton confirmed no questions or comments.

Mr. Thomas confirmed no questions or comments.

Mr. Rogers confirmed no questions or comments.

Mr. Copeland confirmed no questions or comments.

Mr. Holloway confirmed no questions or comments.

Mr. Heath confirmed no questions or comments.

Chairman Dashiell had no questions or comments.

Chairman Dashiell asked if there are members of the public on the call. No members from the public were on the call.

Upon a motion by Mr. Rogers to approve the Site Plan for Miller Investment Properties, LLC subject to the two conditions listed in the Staff Report. The motion was seconded by Mr. Holloway. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. All Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion was approved.

Chairman Dashiell confirmed Mr. Brock Parker of Parker & Associates, and Ms. Marilyn Williams were on the call.

Chairman Dashiell asked Ms. Williams to present the Staff Report.

Ms. Williams presented the Staff Report and stated this request is an extension of a Preliminary Plat for The Pond at Nutters Crossing. Ms. Williams discussed the history of the development including Sketch Plat for the re-designed development in May 2019 and approval of the Preliminary Plat and Tier Map re-designation on October 17, 2019. Ms. Williams stated the final health department approval of the proposed lots have been delayed, due in part to COVID-19, and to an MDE request for additional soil testing on the lots along Tony Tank Creek.

Staff recommends approval of a one-year extension of the Preliminary Plat due to the unique and extensive requirements associated with this re-designed subdivision. All conditions presented at the October 17, 2019 meeting still apply; however, the following correction is made. In the October 17, 2019 Staff Report, Item 5 stated, "Improvements Construction Plans shall be submitted to and approved by the Public Works Department prior to the recordation of the Final Plat", and it should have read, "...prior to Planning Commission review of the Final Plat".

Chairman Dashiell thanked Ms. Williams for her report and asked if Mr. Parker had any comments to add.

Mr. Parker stated they were finishing up the perks and discussed Lots 15 & 16 had perks that passed, but the Health Department required new tests to ensure the results are consistent. Mr. Parker explained the curbs and stone roads are in and the project would progress if the extension is granted and once the perks are finalized.

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Dr. McNaughton confirmed no questions or comments.

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Mr. Rogers confirmed no questions or comments.

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Chairman Dashiell asked if there was a Forest Conservation requirement as part of the conditions in October 17, 2019.

Ms. William stated it was part of the conditions from October 17, 2019.

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Ms. William confirmed.

Chairman Dashiell asked if there are members of the public on the call. No members from the public were on the call.

Upon a motion by Mr. Holloway to approve a one year extension of the Preliminary Plat for The Pond at Nutters Crossing with the correction in the language for Item 5 from the Staff Report. The motion was seconded by Mr. Thomas. Chairman Dashiell requested Mr. Hall to conduct an individual roll call vote of Commission members. All Commissioners individually voted in the affirmative. Chairman Dashiell stated the motion was approved.

STAFF COMMENTS:

Chairman Dashiell thanked Commission members for their participation to make this meeting a success during this unusual time. Chairman Dashiell stated he looks forward to meeting again in person to move the business of the City and County forward. Chairman Dashiell asked Ms. Roane if she had any comments prior to adjournment.

Ms. Roane stated an objective of the City Zoning Code update is combining existing zones and reducing overlay districts. Ms. Roane stated the Zoning Rewrite Taskforce was evaluating existing plans including the Bicycle Master Plan. Ms. Roane discussed at the upcoming meeting in January they will be working to develop specific language for the Salisbury Zoning Code update.

Chairman Dashiell thanked Ms. Roane for the update and asked Mr. Heath if he had any comments to add.

Mr. Heath stated this project was needed to align with the new Master Plan.

Mr. Thomas asked if the Review of Interactive Website on page four was in house only or is it available for review by others as well.

Ms. Roane stated it was not available at this time and would be put on the web page when it was completed.

Chairman Dashiell asked Mr. Hall if there were any matters he wished to bring to the Commission's attention.

Mr. Hall discussed the Maryland Planning Commissioners Association 37th Annual conference this fall, on Monday, November 9th from 9am to 4pm. Mr. Hall stated it will be a virtual conference and participation is free and the sessions include: Open Meetings Act Training; Housing Elements for Comprehensive Plan Updates; Virtual Planning During a Pandemic; Planning After a Pandemic; Maryland's Climate Change Adaptation Framework; and Continuity Planning for Local Boards.

The next Commission meeting will be November 19th.

There being no further business, the Commission meeting was adjourned at 2:49 p.m. by a motion from Mr. Rogers and seconded by Mr. Heath, and duly carried by participating members.

This is a summary of the proceedings of this meeting. Detailed information is in the permanent files of each case as presented and filed in the Wicomico County Department of Planning, Zoning, and Community Development Office.

Charles "Chip" Dashiell, Chairman

Lori A. Carter, Director

Melissa Cassimore, Recording Secretary

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AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND, PURSUANT TO CHAPTER 17.228 OF TITLE 17, ZONING OF THE SALISBURY MUNICIPAL CODE AND SECTION 4-102 OF THE LAND USE ARTICLE OF THE ANNOTATED CODE OF MARYLAND FOR THE PURPOSE OF AMENDING SECTION 17.212.030, TO ALLOW A MEDICAL OFFICE/CLINIC AS A PERMITTED USE WITH A SHOPPING CENTER.

WHEREAS, the ongoing application, administration and enforcement of Title 17, Zoning of the Salisbury Municipal Code, demonstrates a need for periodic review, evaluation and amendments that will keep Title 17 current; and

WHEREAS, the Mayor and City Council may amend Title 17, Zoning, of the Salisbury Municipal Code, pursuant to the authority granted by MD Code, Land Use, § 4-101, *et seq.* and in accordance with specific provisions of Chapter 17.228, Amendments and Rezoning of Title 17, Zoning; and

WHEREAS, the Mayor and City Council requested that the Salisbury Planning and Zoning Commission periodically review Title 17 in light of existing procedural practices and input from the City Council and members of the public; and

WHEREAS, Immunotek Bio Centers submitted an application to amend the text of Chapter 17.212 (Shopping Centers), to add “Medical Office/Clinic.” as a permitted use in Section 17.212.030; and

WHEREAS, a Public Hearing on the proposed amendment was held by the Salisbury Planning and Zoning Commission in accordance with the provisions of Chapter 17.228, of Title 17, Zoning, of the Salisbury Municipal Code on October 15, 2020; and

WHEREAS, the Salisbury Planning and Zoning Commission did recommend approval of the proposed text amendment to Section 17.212.030.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND, that Title 17, Zoning, of the Salisbury Municipal Code is hereby amended as follows:

AMEND SECTION 17.212.030, PERMITTED USES, BY ADDING ITEM “M”. AS FOLLOWS:

M. Medical Office/Clinic.

37 Explanation:

38
39 * *ITALICIZED PRINT INDICATES MATERIAL ADDED TO EXISTING LAW.*

40 Deleted material from the existing Code is indicated by bold double bracketed [[]]
41 language.

42
43 **AND BE IT FURTHER ORDAINED BY THE CITY OF SALISBURY,**
44 **MARYLAND**, that this Ordinance shall take effect from and after the date of its final passage, but
45 in no event until ten (10) days after the date of the Council's Public Hearing, and

46 **THE ABOVE ORDINANCE** was introduced at a meeting of the Council on the ____ day
47 of _____ 2020, and thereafter, a statement of the substance of the ordinance having
48 been published as required by law, in the meantime, was finally passed by the Council on ____
49 day of _____, 2020.

50
51 **ATTEST:**

52
53 _____
54 Kimberly R. Nichols
55 City Clerk

John R. Heath, President
Salisbury City Council

56
57 Approved by me this
58
59 _____ day of _____, 2020.

60
61
62 _____
63 Julia Glanz, City Administrator
64 for and at the direction of Jacob R. Day, Mayor

Finance Department / HCDD

MEMO

To: Keith Cordrey

From: Deborah Stam

Subject: Ordinance – Budget Amendment – Acceptance / Appropriation of CARES Act CDBG Funding from HUD – CDBG-CV1 and CDBG-CV3 Awards for COVID-19 Projects

Date: December 7, 2020

In March 2020 the U.S. Department of Housing & Urban Development (HUD) received a direct allocation of funds through the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, which made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds, to be awarded by HUD to States and entitlement communities.

The City of Salisbury has been awarded two allocations of CDBG-CV funds to date – CDBG-CV1 funding in the amount of \$227,905, and CDBG-CV3 funding in the amount of \$244,747 – for a total CDBG-CV award amount of \$472,652.

The City is required to complete a separate amendment to the 2020 CDBG Action Plan for each CDBG-CV award amount received. However, due to the emergency conditions brought about by the COVID-19 public health crisis, HUD has issued special regulatory waivers / alternative requirements for CDBG-CV funds to allow for expenditure of funds in advance of the final approval of Action Plan amendments when necessary to expedite or facilitate the use of grant funds to prevent, prepare for, and respond to the coronavirus.

The CV1 2020 Action Plan amendment has been completed, submitted and approved by HUD, and those funds have been made available in the City's Line of Credit in IDIS. The CV3 funds have been allocated to the City as shown in the attached award letter from HUD, and the CV-3 2020 Action Plan amendment is currently underway. The expedited 5-day public comment period will be utilized for the CV-3 Action Plan amendment, as it was for the CV-1 amendment.

Attached is an Ordinance approving a budget amendment of the City's FY21 Grant Fund to appropriate the CDBG-CV1 and CDBG-CV3 funds that have been awarded to the City for the projects shown on the attached lists.

Please forward this information to the City Council to be placed on their agenda for first reading at the December 14, 2020 legislative meeting, and second reading / final passage at the December 21, 2020 Special Meeting scheduled to take place after the work session. Thank you for your assistance.



Attachments
CC: Olga Butar
Kim Nichols
Diane Carter
Kristine Devine

Deborah J. Stam
Grants Manager
Finance Department / HCDD

Funding Approval/Agreement

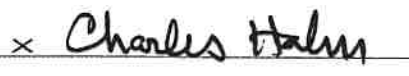
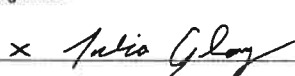
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program


OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Salisbury	3a. Grantee's 9-digit Tax ID Number 52600806	3b. Grantee's 9-digit DUNS Number 030321699
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 125 North Division Street Salisbury, MD 21801-4940	4. Date use of funds may begin (mm/dd/yyyy)	
	5a. Project/Grant No. 1 B-20-MW-24-0015	6a. Amount Approved \$227,905
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Charles Halm		Grantee Name (Contractual Organization) Salisbury (City Of Salisbury)	
Title CPD Director		Title Julia Glanz, City Administrator	
Signature 	Date (mm/dd/yyyy) 10/06/2020	Signature 	Date (mm/dd/yyyy) 10/08/2020

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year (07/01/2020)	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2020)	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Of Salisbury 125 North Division Street Salisbury, MD 21801-4940
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature 

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering</u>		<u>Direct</u>
<u>Department/Agency</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
	de minimis	
Finance Dept. / HCDD	10 %	MTDC
	%	
	%	
	%	
	%	

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- 7) In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- 8) The grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- 10) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- 11) CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source – This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).

2020 CDBG-CV1 Project List / Funding Breakdown

General Administration (Subject to total Admin Cap of 20% -- this project amount = 1.71%)	\$3,905
City of Salisbury – Translation Services for Critical COVID-19 Information / Updates (Materials Printed in Other Languages and/or Sign Language Interpretation Services for Verbal Public Presentations) (Subject to total Admin Cap of 20% -- this project amount = 3.51%)	\$8,000
(Grand Total Admin = 5.22%)	
Salisbury Neighborhood Housing Services – COVID-19 Rental / Mortgage Assistance Program	\$105,000
City of Salisbury – COVID-19 PPE Production for Local Businesses (City will partner with M4Reactor to Design / Fabricate / Manufacture PPE Devices for Local Businesses – Acrylic shields for Work Areas, Face Shields, etc.)	\$87,000
City of Salisbury – COVID-19 Critical Need Supplies for Low-Mod Income Residents (Food / PPE / Sanitizer / Antibacterial Soap)	\$24,000
Total	<u>\$227,905</u>



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

September 11, 2020

The Honorable Jacob Day
Mayor of Salisbury
125 N Division Street
Room 304
Salisbury, MD 21801-4940

Dear Mayor Day:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department immediately allocated \$2 billion on March 27, 2020, the same day President Trump signed the Act, based on the fiscal year 2020 CDBG formula; this constituted the first round of CDBG-CV funds. Next, \$1 billion was required by the Act to be allocated to States and insular areas within 45 days of enactment of the Act; HUD accomplished this on May 11, 2020, and this constituted the second round of CDBG-CV funds. Finally, the remaining \$2 billion in CDBG-CV funds was required by the Act to be allocated to states and local governments at the discretion of the Secretary on a rolling basis; HUD accomplished this on September 11, 2020, and this constituted the third round of CDBG-CV funds. Additionally, up to \$10 million will be set aside for technical assistance.

Accordingly, this letter informs you that your jurisdiction's allocation for the third round is \$244,747. Your cumulative amount for all allocation rounds is \$472,652.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2019 and FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the HUD Secretary to grant waivers and alternative requirements of statutes and regulations the HUD Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative

requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The CDBG CARES Act Federal Register Notice (FR-6218-N-01) was released on August 10, 2020. The notice describes the allocations and grant procedures applicable to the CDBG-CV grants. It also describes the program flexibilities, waivers, and alternative requirements that apply to the CDBG-CV grants as well as the fiscal year 2019 and 2020 CDBG grants. As further such flexibilities become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and the requirement that each grantee have adequate procedures to prevent the duplication of benefits (DOB). HUD will provide guidance and technical assistance on DOB, the prevention of fraud, waste, and abuse, and on documenting the impact of this program for beneficiaries.

Reminder, all CPD Grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds- which will delay your ability to drawdown funds in the Integrated Disbursement & Information System (IDIS). Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Gibbs', with a stylized, cursive script.

John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development

2020 CDBG-CV3 Project List / Funding Breakdown

General Administration (Subject to total Admin Cap of 20% -- this project amount = .71%)	\$1,747
Salisbury Neighborhood Housing Services – COVID-19 Rental / Mortgage Assistance Program	\$200,000
City of Salisbury – COVID-19 Critical Need Supplies for Low-Mod Income Residents (Food / PPE / Hand Sanitizer / Antibacterial Soap, etc.)	\$43,000
Total	<u>\$244,747</u>

ORDINANCE NO. 2641

AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT FOR THE PURPOSE OF ACCEPTING ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS ASSOCIATED WITH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT IN THE AMOUNT OF \$227,905 (CDBG-CV1) AND \$244,747 (CDBG-CV3), AND TO APPROVE A BUDGET AMENDMENT TO THE FY 2021 GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE PROJECTS OUTLINED IN THE 2020 CDBG ACTION PLAN CV1 and CV3 AMENDMENTS.

WHEREAS, the Maryland State Office of the U.S. Department of Housing & Urban Development (HUD) has determined that the City of Salisbury qualifies as an entitlement community; and

WHEREAS, the City of Salisbury is, therefore, entitled to receive Community Development Block Grant (CDBG) funds directly from HUD upon HUD's approval of the City's annual Action Plan; and

WHEREAS, HUD has received a direct allocation of funds through the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, which made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds, to be awarded by HUD to States and entitlement communities; and

WHEREAS, the City of Salisbury has been awarded CDBG-CV1 funding in the amount of \$227,905, and CDBG-CV3 funding in the amount of \$244,747, for a total CDBG-CV award amount of \$472,652; and

WHEREAS, the City of Salisbury must complete a separate amendment to the 2020 CDBG Action Plan for each CDBG-CV award amount received; and

WHEREAS, HUD has issued special regulatory waivers/alternative requirements for CDBG-CV funds to allow expenditure of funds in advance of the final approval Action Plan amendments when necessary to expedite or facilitate the use of grant funds to prevent, prepare for, and respond to the coronavirus; and

WHEREAS, the CV1 2020 Action Plan amendment has been completed, submitted and approved by HUD, and the CV3 2020 Action Plan amendment is currently underway; 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

49 agreement with the U.S. Department of Housing & Urban Development (HUD) to accept grant funds
50 in the amount of \$472,652.

51
52 BE IT FURTHER ORDAINED that the City's Fiscal Year 2021 Grant Fund Budget be and
53 hereby is amended as follows:

- 54
55 1) Increase CDBG Revenue account
56 (12800-423300-XXXXXX) by \$472,652
57 2) Increase CDBG – Operating Expense account
58 (12800-546006-XXXXXX) by \$472,652
59

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

62
63 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
64 Salisbury held on this _____ day of _____, 2020, and thereafter, a statement of
65 the substance of the Ordinance having been published as required by law, was finally passed by the
66 Council on the _____ day of _____, 2020.

67
68 **ATTEST:**

69
70
71 _____
72 Kimberly R. Nichols
73 City Clerk

John R. Heath, President
Salisbury City Council

74
75
76 APPROVED BY ME THIS _____ day of _____, 2020.

77
78
79 _____
80 Julia Glanz, City Administrator
81 for and at the direction of Jacob R. Day, Mayor
82