



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

JUNE 21, 2021

Government Office Building, Room 301, Salisbury, MD and Zoom Video Conferencing

- 4:30 p.m. Ordinance accepting funds in the amount of \$12,708.50 to offset COVID-19 expenses- Fire Chief John Tull
- 4:40 p.m. Ordinance accepting grant from the Department of Housing and Community Development (DHCD) for \$20,000 to be used for 2021 National Folk Festival expenses- Business Development Director Laura Soper
- 4:50 p.m. Sharen Drive Annexation introduction- Building Official Bill Holland
- 5:00 p.m. Ordinance to establish a project expenditure account to pay Mitchell Landing Apartments invoices- Grants Manager Deborah Stam
- 5:15 p.m. Ordinance approving a budget amendment for Legal Services- Finance Director Keith Cordrey
- 5:30 p.m. Adjournment / Motion to convene in Special Meeting

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*

Join Zoom Meeting
<https://us02web.zoom.us/j/5362772908>
Meeting ID: 536 277 2908
Phone: 1.301.715.8592

MEMORANDUM

To: Julia Glanz, City Administrator
From: John W. Tull, Fire Chief
Subject: Budget Amendment – COVID-19 Expenses
Date: June 3, 2021

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

With this in mind, the City has submitted an additional project application to FEMA seeking reimbursement for incurred expenses during the timeframe of July 1, 2020 through December 31, 2020. FEMA has approved our project application and will fund our reimbursement request at a rate of 100 percent.

Attached you will find an Ordinance requesting the approval of a budget amendment to the grant fund for the purpose of accepting funds from the Federal Emergency Management Agency (FEMA) in the amount of \$12,708.50.

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

May 12, 2021

Mr. John Tull
Fire Chief
Salisbury
325 Cypress St
Salisbury MD 21801-4060

Re: **Project Approval – PW#166**
(Grants Portal Project #175506 – COVID-19 Project 3)
Salisbury (FIPS# 045-69925-00)
COVID-19 Disaster (FEMA-4491-DRMD) – Public Assistance CFDA# 97.036

Dear Mr. Tull:

The Federal Emergency Management Agency (FEMA) has reviewed and approved the enclosed Project Worksheet PW#166 for reimbursement of response and recovery costs resulting from the COVID-19 Disaster. The reimbursement for this grant is the 100% Federal Share of the project's Eligible Costs. Payment in the amount of **\$12,708.50** is being processed, and should be received within four to six weeks.

PW#	Grants Portal #	Eligible Costs	Reimbursement
166	175506	\$ 12,708.50	\$ 12,708.50

In accordance with 44 CFR § 206.206 (enclosed), which governs the Public Assistance appeal process, you have 60 days from the date of receipt of this letter to appeal any action related to this disaster. Any appeal of a FEMA decision should be submitted through the MEMA Public Assistance office with supporting justification.

Thank you for your hard work throughout the COVID-19 Disaster response and recovery. If you have any questions regarding this project or its payment, please contact me at 410-517-3625.

Sincerely,

**John
Harding, Jr.**
John Harding, Jr.
Public Assistance Grants Administrator

Digitally signed by John Harding, Jr.
DN: cn=John Harding, Jr., o=US,
ou=Maryland Emergency Management
Agency, ou=Public Assistance,
email=John.Harding@Maryland.gov
Date: 2021.05.12 23:28:57 -0400

djn
2 enclosures

cc: Dave Shipley, Director, Wicomico County Emergency Management Agency

DR-4491

COVID-19 Disaster

**Department of Homeland Security
Federal Emergency Management Agency**

General Info

Project #	175506	PW #	166	Project Type	Work Completed / Fully Documented
Project Category	B - Emergency Protective Measures			Applicant	Salisbury, City of (045-69925-00)
Project Title	Salisbury COVID-19 Project 3			Event	4491DR-MD (4491DR)
Project Size	Small			Declaration Date	3/26/2020
Activity	9/26/2020			Incident Start Date	1/20/2020
Completion Date				Incident End Date	Ongoing
Process Step	Obligated				

Damage Description and Dimensions

The Disaster # 4491DR, which occurred between 01/20/2020 and *Ongoing*, caused:

Damage # 445005; Emergency Protective Measures (Damage for Project [175506] Salisbury COVID-19 Project 3)

During the incident period of 1/20/2020 through Ongoing, COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided Provision of Supplies and Commodities for preventing the spread of COVID-19 at City of Salisbury from 7/1/2020 to 12/31/2020.
- Provided Medical Care and Transport for assisting EMS units for COVID-19 patients at City of Salisbury from 7/1/2020 to 12/31/2020.

Final Scope

445005 Damage for Project [175506] Salisbury COVID-19 Project 3

Work Completed

In response to the COVID-19 Public Health Emergency, the applicant utilized force account equipment and materials in taking the Emergency Protective Measures for the City of Salisbury.

All work and costs in this project fall between 07/01/20 and 12/31/2020.

City of Salisbury

A. Purchase and distribution of Personal Protective Equipment (PPE), hand sanitizer, disinfectant deodorizer, antimicrobial hand soap, electric fog atomizer sprayer, Pulse oximeters, Infrared thermometers, and disinfectant wipes to help reduce and eliminate the threat to staff from COVID-19.

B. Additional fire apparatus and equipment to assist EMS units with transporting patients with COVID-19 or suspected of having COVID-19.

Work Completed Total

1. Force Account Materials: \$6,137.00

2. Force Account Equipment: 110 Units, 70.5 Hours = \$6,571.50

Work Completed Total \$ 12,708.50

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ.
2. Applicant has requested complete removal of the Force Account Labor costs. *See Approval to remove ineligible costs.pdf; 4491DR-MD City of Salisbury #175506 RFI-PRJ-46898.msg*
3. FEMA will not approve Public Assistance that duplicates funding or assistance provided by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention.
4. FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials, not to exceed the duration of the HHS Public Health Emergency Declaration for COVID-19.
5. Disinfection work consisted of using CDC approved methods and disinfectants, such as hand cleaning with wipes. No run-off was associated with this work.

Cost

Code	Quantity	Unit	Total Cost	Section
9009 (Material)	1.00	Lump Sum	\$6,137.00	Completed
9008 (Equipment)	1.00	Lump Sum	\$6,571.50	Completed

CRC Gross Cost \$12,708.50

Total Insurance Reductions \$0.00

CRC Net Cost \$12,708.50

Federal Share (100.00%) \$12,708.50

Non-Federal Share (0.00%) \$0.00

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-03-MD-4491-PW-00166(290)	\$12,708.50	100 %	\$12,708.50	5/3/2021

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
No Records				

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- FEMA will not approve PA funding for medical care costs if they are covered by another source, including private insurance, Medicare, Medicaid, or a pre-existing private payment agreement. The Applicant must provide documentation verifying that insurance coverage or any other source of funding, including private insurance, Medicaid, or Medicare, has been pursued or does not exist for the costs associated with emergency medical care and emergency medical evacuations.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

04/12/2021

Per the Deduction Section of the Streamlined Application, the Applicant is confirming that they do not have insurance for the

activities identified in Section II of the Streamline Application Project worksheet. Further, Section II of the Streamlined Application Project, the Applicant has confirmed that a reasonable effort to recover insurance proceeds that they are entitled to receive from their insurer(s) has been taken.

This declaration is specific for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. No insurance proceeds are anticipated for these costs.

If in the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses, those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work.

Wil Notto, PA Insurance Specialist, CRC East

O&M Requirements

There are no Obtain and Maintain Requirements on **Salisbury COVID-19 Project 3**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

This project is not a major federal action affecting the environment per Section 316 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5159. Additionally, in accordance with 36 CFR § 800.12(d) and 44 CFR § Part 9.5(c) (1), this project is exempt from NHPA, EO 11988, and EO 11990 reviews and the project is not an action that affects listed species and/or designated critical habitat, if such were present. In accordance with 3.2.A.2.a of the FEMA Instruction 108-1-1, this is a STATEX action and no documentation is required.

Final Reviews

Final Review

Reviewed By Faul, Amanda M.

Reviewed On 04/13/2021 10:50 AM CDT

Review Comments

No comments available for the Final Review step

Recipient Review

Reviewed By Bender, Sara

Reviewed On 04/13/2021 11:15 AM CDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Tull, John

Signed On 04/26/2021

44 CFR § 206.206 Appeals

An eligible applicant, subgrantee, or grantee may appeal any determination previously made related to an application for or the provision of Federal assistance according to the procedures below.

- (a) **Format and Content.** The applicant or subgrantee will make the appeal in writing through the grantee to the Regional Director. The grantee shall review and evaluate all subgrantee appeals before submission to the Regional Director. The grantee may make grantee-related appeals to the Regional Director. The appeal shall contain documented justification supporting the appellant's position, specifying the monetary figure in dispute and the provisions in Federal law, regulation, or policy with which the appellant believes the initial action was inconsistent.
- (b) **Levels of Appeal.**
 - (1) The Regional Director will consider first appeals for public assistance-related decisions under subparts A through L of this part.
 - (2) The Associate Director/Executive Associate Director for Response and Recovery will consider appeals of the Regional Director's decision on any first appeal under paragraph (b)(1) of this section.
- (c) **Time Limits.**
 - (1) Appellants must file appeals within 60 days after receipt of a notice of the action that is being appealed.
 - (2) The grantee will review and forward appeals from an applicant or subgrantee, with a written recommendation, to the Regional Director within 60 days of receipt.
 - (3) Within 90 days following receipt of an appeal, the Regional Director (for first appeals) or Associate Director/Executive Associate Director (for second appeals) will notify the grantee in writing of the disposition of the appeal or of the need for additional information. A request by the Regional Director or Associate Director/Executive Associate Director for additional information will include a date by which the information must be provided. Within 90 days following the receipt of the requested additional information or following expiration of the period for providing the information, the Regional Director or Associate Director/Executive Associate Director will notify the grantee in writing of the disposition of the appeal. If the decision is to grant the appeal, the Regional Director will take appropriate implementing action.

- (d) **Technical Advice.** In appeals involving highly technical issues, the Regional Director or Associate Director/Executive Associate Director may, at his or her discretion, submit the appeal to an independent scientific or technical person or group having expertise in the subject matter of the appeal for advice or recommendation. The period for this technical review may be in addition to other allotted time periods. Within 90 days of receipt of the report, the Regional Director or Associate Director/Executive Associate Director will notify the grantee in writing of the disposition of the appeal.
- (e) **Transition.**
 - (1) This rule is effective for all appeals pending on and appeals from decisions issued on or after May 8, 1998, except as provided in paragraph (e)(2) of this section.
 - (2) Appeals pending from a decision of an Associate Director/ Executive Associate Director before May 8, 1998 may be appealed to the Director in accordance with 44 CFR 206.440 as it existed before May 8, 1998 (44 CFR, revised as of October 1, 1997).
 - (3) The decision of the FEMA official at the next higher appeal level shall be the final administrative decision of FEMA.

[63 FR 17110, Apr. 8, 1998; 63 FR 24970, May 6, 1998]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$12,708.50, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR OFFSETTING COVID-19 EXPENSES.

WHEREAS, on March 13, 2020, the President of the United States declared that the ongoing Coronavirus Disease 2019 (COVID-19) pandemic was of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, in accordance with Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of the Federal Emergency Management Agency's (FEMA's) Public Assistance program; and

WHEREAS, the City of Salisbury (the City) incurred substantial expenses preparing for and responding to the COVID-19 pandemic; and

WHEREAS, the City submitted a project grant application to FEMA for funding to offset expenses related to the acquisition of personal protective equipment (PPE) purchased in response to the COVID-19 crisis, and the provision of additional fire apparatus and equipment to assist EMS units with transporting patients with COVID-19 or suspected of having COVID-19; and

WHEREAS, FEMA funding assistance has been provided to the City at a one hundred percent (100%) federal cost share rate, resulting in the City receiving a reimbursement payment of \$12,708.50; 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 Council of the City of Salisbury; and

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

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Federal Emergency Management Agency, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$12,708.50.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

(a) Increase DHS / FEMA Revenue Account No. 10500-425120-XXXXX by \$12,708.50.

(b) Increase SFD Medical Expense Account No. 10500-546016-XXXXX by \$12,708.50.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

48 **Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
49 of this Ordinance shall be deemed independent of all other provisions herein.

50 **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
51 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,
52 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
53 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
54 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

55 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
56 if such recitals were specifically set forth at length in this Section 5.

57 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
58

59 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
60 Salisbury held on the _____ day of _____, 2021 and thereafter, a statement of the substance
61 of the Ordinance having been published as required by law, in the meantime, was finally passed by the
62 Council of the City of Salisbury on the _____ day of _____, 2021.

63
64 **ATTEST:**
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68 _____
69 **Kimberly R. Nichols, City Clerk**
70

_____ **John R. Heath, City Council President**

71
72 Approved by me, this _____ day of _____, 2021.
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_____ **Jacob R. Day, Mayor**



MEMORANDUM

To: Andy Kitzrow, Deputy City Administrator
Julia Glanz, City Administrator

From: Laura Soper, Director of Business Development

Subject: Main Street Improvement Grant

Date: 6/14/21

Attached is an Ordinance to accept funding from the Maryland Department of Housing and Community Development, Technical Assistance Grant (TAG) Main Street Improvement program (MIP). The purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities.

This funding, in the amount of \$20,000, will be utilized to provide funding for the 2021 National Folk Festival and to fund stipends for the various coordinators associated with the Festival, their work expenses, and some marketing expenses for the event.

Included is the proposed Grant Agreement, which includes the proposed budget and uses.

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AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD) FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$20,000.00, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR ELIGIBLE EXPENSES ASSOCIATED WITH THE 2021 NATIONAL FOLK FESTIVAL.

WHEREAS, the City of Salisbury (the “**City**”) submitted an application, dated April 29, 2020, to the Department of Housing and Community Development (“**DHCD**”), a principal department of the State of Maryland, for a grant under the Operating Assistance Grant Program to provide the City financial assistance in carrying out community development activities, specifically assistance in conducting the National Folk Festival to be held in the City; and

WHEREAS, in response to the application submitted by the City as aforesaid, DHCD has awarded the City grant funds in a total amount not to exceed \$20,000.00, which said grant funds shall be disbursed to the City in accordance with, and subject to, the terms of the Grant Agreement, by and between DHCD and the City, attached hereto and incorporated herein as **Exhibit A**; 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 Council of the City of Salisbury (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 City Council.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Mayor Jacob R. Day is hereby authorized to execute, on behalf of the City of Salisbury, the Grant Agreement with the Department of Housing and Community Development, attached hereto and incorporated herein as **Exhibit A**, for the City's acceptance of grant funds in a total amount not to exceed \$20,000.00 subject to the terms set forth therein.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

- (a)** Increase DHCD Revenue Account No. 10500-423601-XXXXXX by \$20,000.00.
- (b)** Increase Operating Expense Account No. 10500-546006-XXXXXX by \$20,000.00.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 3. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 5. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

Section 6. 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 Mayor and Council of the City of Salisbury held on the _____ day of _____, 2021 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____ day of _____, 2021.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

Approved by me, this _____ day of _____, 2021.

Jacob R. Day, Mayor

EXHIBIT A

**OPERATING ASSISTANCE GRANT PROGRAM
GRANT AGREEMENT**

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

RECITALS

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

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

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

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated April 29, 2020 (the "**Application**"), DHCD has approved an award of **TAG Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "**Guide**"), and the Act.

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

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

2. Grant Amount.

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Twenty Thousand and 00/100 Dollars (\$20,000) (the "**Grant**").

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

3. Grantee Contribution.

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

4. Grant Period.

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

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

6. Disbursement of the Grant.

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

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

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

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

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

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

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

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

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

7. Default and Remedies.

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

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

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

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

8. General Requirements of Records and Reports; Inspection.

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

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

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

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

(d) Audit. Grantee shall provide DHCD with:

(i) An annual financial statement within 30 days of the end of the fiscal year of Grantee, and

(ii) Copies of any audits performed on Grantee's records by any other entities.

9. Modifications.

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

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

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

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

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

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

(c) (i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

(ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting;

(iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 11(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy;

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

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

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

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

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

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

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

12. Nondiscrimination and Drug and Alcohol Free Workplace.

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

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

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

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

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

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

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

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

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

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

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

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

13. Fair Practices Certification.

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

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

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

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

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

14. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases

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

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

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

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

(a) Communications to DHCD shall be mailed to:

Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201
Attn: Christine McPherson, Project Manager

- (b) Communication to Grantee shall be mailed to:

City of Salisbury
110 N. Division Street
Salisbury, MD 21801
Attn: Laura Soper, Director of Business Development

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

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

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

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

21. Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

22. **CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY**

AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

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

THIS SECTION 22 SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.

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

WITNESS/ATTEST:

CITY OF SALISBURY

By: _____ (SEAL)

Name: Mr. Jacob Day

Title: Mayor

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____ (SEAL)

Carol Gilbert, Assistant Secretary
Division of Neighborhood Revitalization

Effective Date

Approved for form
and legal sufficiency

Assistant Attorney General

Exhibit A - Description of the Project Activities

Exhibit B - Project Budget

Exhibit C - Special Conditions

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

As more fully described in Grantee's application for funds
dated April 29, 2020

GRANTEE: City of Salisbury

PROJECT ADDRESS: 110 N. Division Street, Salisbury, MD 21801

GRANT AMOUNT: \$20,000

USE OF FUNDS: Funds will be used to support cost associated with staff and program expenses for the 80th National Folk Festival.

OTHER CONTRIBUTION(S)

<u>Source of Funds</u>	Amount	Value Derivation
City of Salisbury	\$789,200	Cash

EXHIBIT B**OPERATING ASSISTANCE GRANT PROGRAM****PROJECT BUDGET**


USES OF FUNDS	DHCD	Grantee	Other	Name of Other Sources	TOTALS
Office Supplies	\$1,000	\$0	\$0		\$1,000
Volunteer Coordinator	\$3,500	\$0	\$0		\$3,500
Food Vendor Coordinator	\$4,500	\$0	\$0		\$4,500
Food Vendor Assistances – 4 (\$750 each)	\$3,000	\$0	\$0		\$3,000
Transportation Coordinator	\$1,500	\$0	\$0		\$1,500
School Shows Coordinator	\$1,000	\$0	\$0		\$1,000
Coordinator Supplies	\$500	\$0	\$0		\$500
Social Media Marketing	2,300	\$0	\$0		\$2,300
Print Marketing	\$1,100	\$0	\$0		\$1,100
Website Maintenance Fees	\$1,600	\$0	\$0		1,600
National Folk Festival: Staff and Program Costs	\$0	\$570,000	\$0		\$570,000
National Folk Festival: Licensing Fees & Expenses	\$0	\$160,000	\$0		\$160,000
City of Salisbury: Main Street Manager Salary & Benefits	\$0	\$59,200	\$0		\$59,200
TOTALS	\$20,000	\$789,200	\$0		\$809,200

EXHIBIT C

OPERATING ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

Memorandum

To: Amanda Pollack, P.E., Director Infrastructure & Development
From: William T. Holland 
Date: 6/7/2021
Re: Work Session - Proposed Sharen Drive Annexation

The Department of Infrastructure & Development requests the proposed Sharen Drive – Rinnier Annexation be placed on the City Council work session scheduled for Monday, June 21. As part of the presentation, the City Council will be provided information related to this request, including, but not limited to the following:

- Purpose of the request;
- Consistency with applicable plans and policies;
- Overview of next steps; and
- Obtain consent from the Council to proceed with the annexation request.

Consistent with the City's 2006 Annexation Policies and Procedures, the applicant has signed the annexation petition and has paid the required annexation deposit.

The 3.55-acre site is located between the south side of Old Ocean City Road and the north side of Sharen Drive and borders the east side of the Ocean Aisle Apartment development which is contiguous to the City of Salisbury corporate limits. This request contains a concept development plan which includes the development of a self-storage facility.

Attached, please find the cover letter and the signed annexation petition along with an annexation survey, the concept development plan, and an aerial view of the location.

Staff is available to answer questions about this request.



RINNIER
DEVELOPMENT COMPANY

218 East Main Street
Salisbury, MD 21801
410-742-8151
fax 410-742-8153
www.rinnier.com

June 2, 2021

City of Salisbury
Infrastructure & Development
125 N Division St, B13
Salisbury, MD 21801

Attn: Bill Holland, et al

To Whom It May Concern:

Please find enclosed our application to annex the attached parcel into the City of Salisbury. The proposed use will be for a self-storage facility and the site plan reflects our intended layout. This project will be built in three phases, which is also denoted on the site plan.

I have enclosed an older survey of the property however Brock Parker and Associates is in the process of conducting a new survey and annexation plat which I expect to have to you next week.

If you have any questions or need any additional information at this time please feel free to email me at LBSteele@rinnier.com or call me on 443-523-4403.

Thank you very much for your help.

LB Steele
Rinnier Development

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) # 0269

Map # 0039 - Grid #0007

SIGNATURE (S)

Printed



W. Blair Rinnier - President, 2538 Old Ocean City Rd, LLC

May 20, 2021

Date

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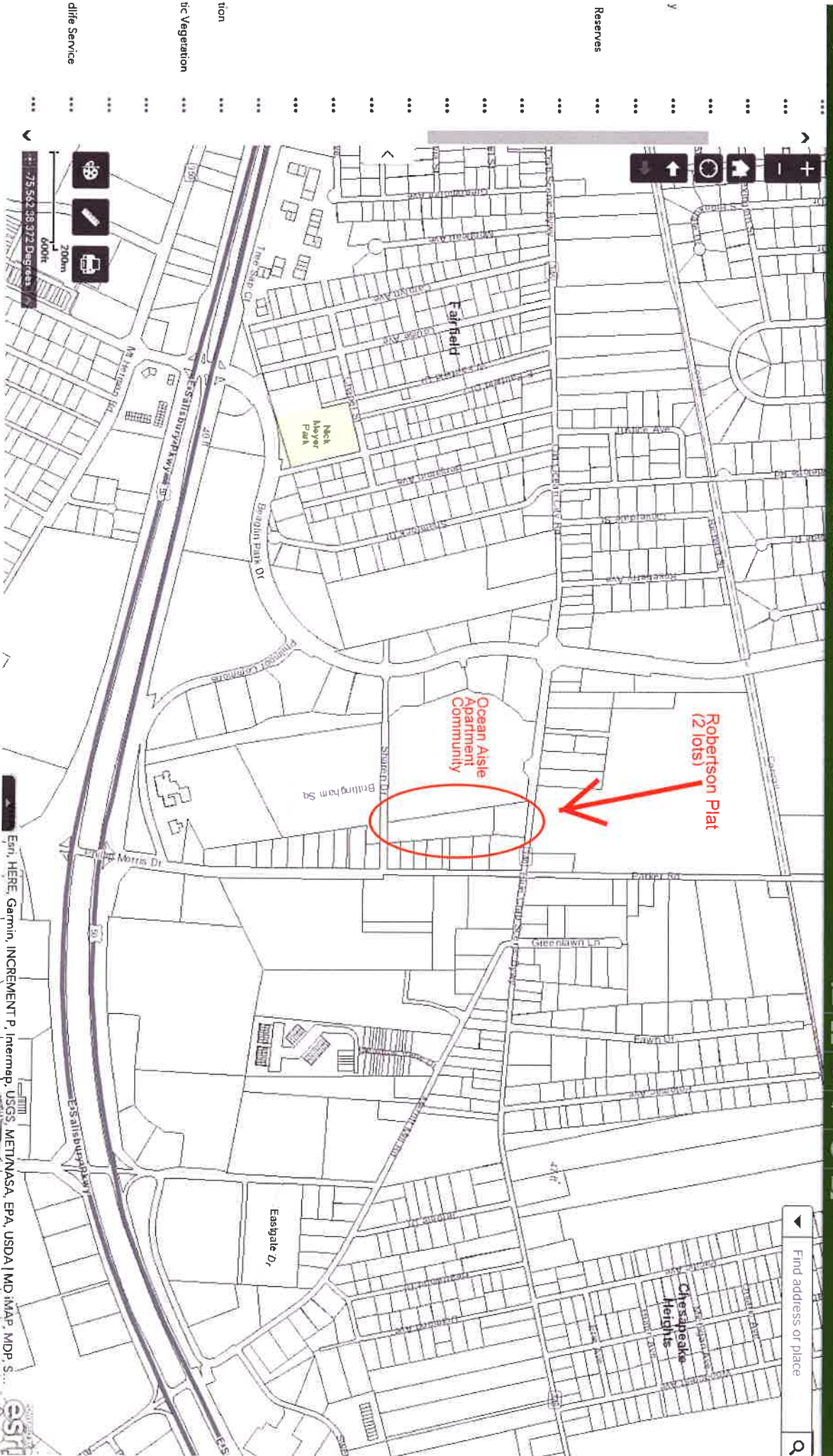
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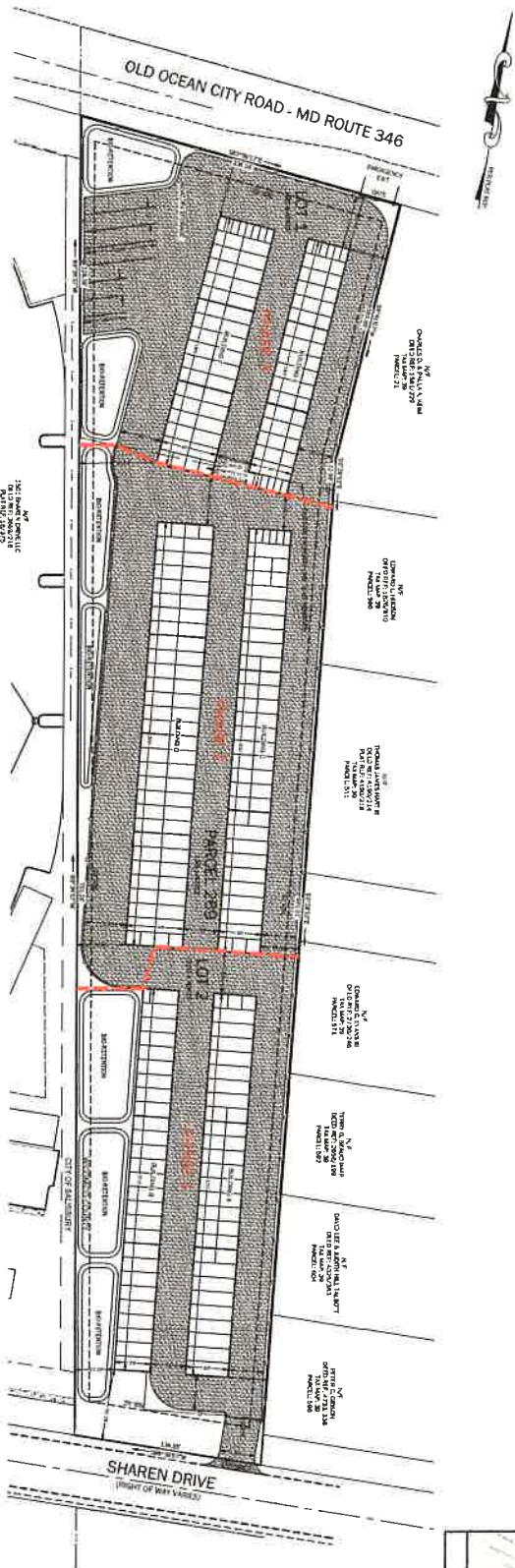


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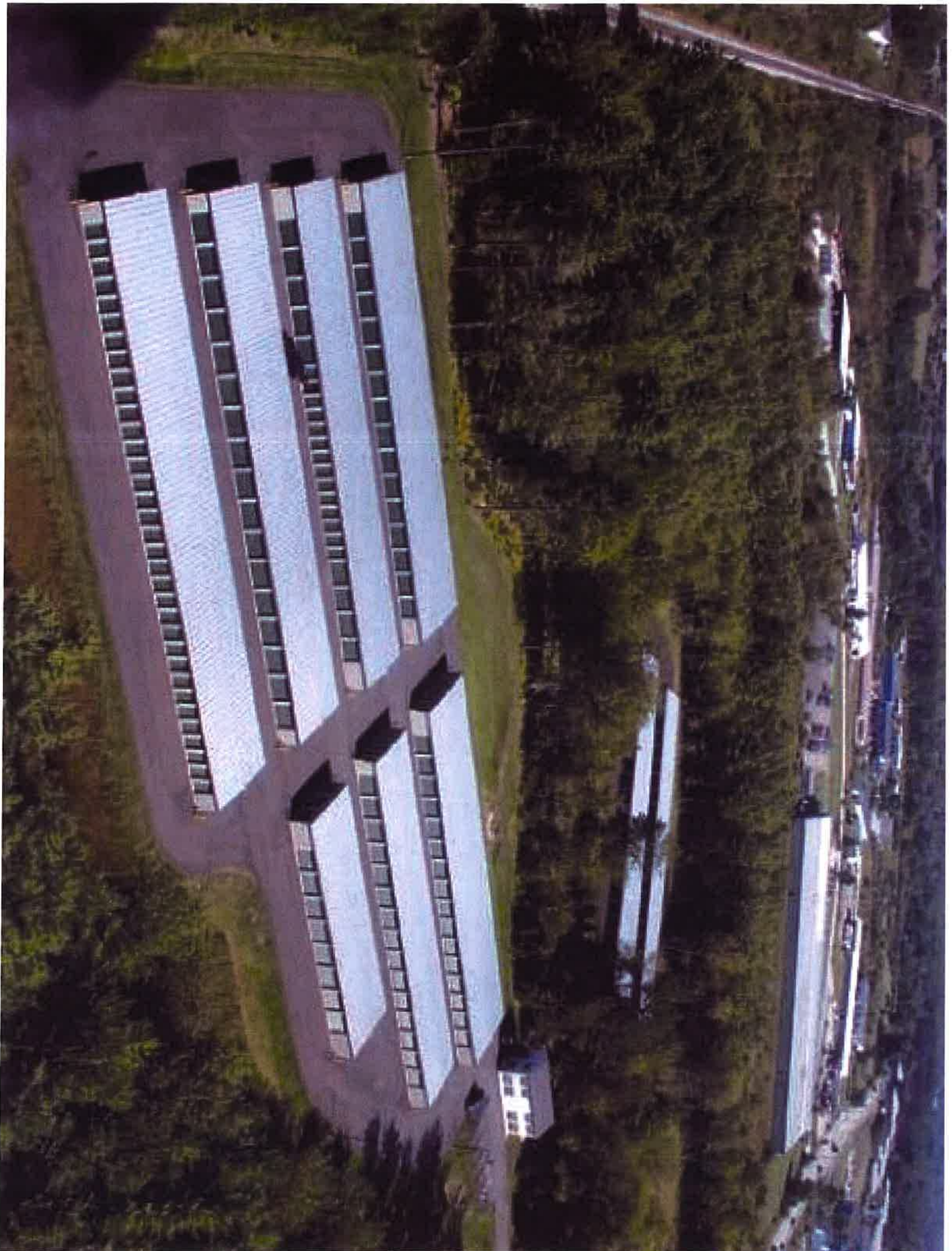
<p>TITLE, ADDRESS AND PROPERTY</p> <p>1-181-1-1013</p> <p>2-</p> <p>SECTION OF PROPERTY, AND THE CITY</p> <p>SECTION 10, TOWNSHIP 10 NORTH, RANGE 10 EAST, COUNTY 11, STATE 11</p>		<p>LAND USE, SUGGESTED</p>
<p>POINT:</p> <p>1-181-1-1013</p> <p>DATE:</p> <p>10/17/00</p>	<p>SECTION</p> <p>10</p> <p>TOWNSHIP</p> <p>10</p> <p>RANGE</p> <p>10</p> <p>COUNTY</p> <p>11</p> <p>STATE</p> <p>11</p>	<p>SECTION</p> <p>10</p> <p>TOWNSHIP</p> <p>10</p> <p>RANGE</p> <p>10</p> <p>COUNTY</p> <p>11</p> <p>STATE</p> <p>11</p>

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PROFESSIONAL CERTIFICATION	DATE
I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED OR APPROVED BY ME, AND THAT I AM A QUALIFIED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND LICENSE NUMBER 11111, EXPIRATION DATE JULY 24, 2022.	
BRECK E. MALLON REGISTERED PROFESSIONAL LAND SURVEYOR 11111 MARYLAND DRIVE 11111 MARYLAND DRIVE 11111 MARYLAND DRIVE	









Finance Department / HCDD

MEMO

To: Keith Cordrey

From: Deborah Stam

Subject: Ordinance – Budget Amendment – Increasing the Amount in the Reserve for Replacement (RFR) Expenditure Account for Mitchell Landing Apartments

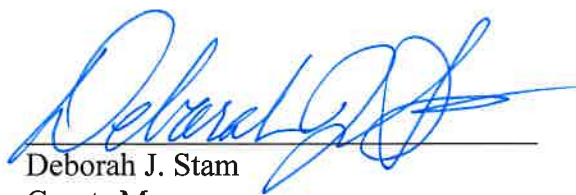
Date: June 15, 2021

As you are aware, a serious maintenance issue was recently uncovered at Mitchell Landing Apartments, Bldg. 139, and all the tenants in that building had to be relocated to other local apartment complexes. This maintenance issue has created unexpected bills that will need to be paid initially by the City, but which will be reimbursable through the Mitchell Landing Reserve for Replacement (RFR) account. We have an existing Mitchell Landing project account (76300) which had been created previously to address a different repair issue, but now we need to increase the operating budget in that account in order to pay these new invoices that will be coming in.

We have obtained an authorization memo from Catherine Spencer at DHCD / CDA pre-approving reimbursement of up to \$20,000 from the Mitchell Landing RFR account for this issue. A copy of that authorization memo is attached.

Also attached is an Ordinance approving a budget amendment of the grant fund to increase the revenue and expenditure amounts in that Mitchell Landing project account by \$20,000.

Please forward this information to the City Council to be placed on their agenda for discussion at the June 21, 2021 work session, first reading at the June 28, 2021 legislative session, and second reading / final passage at the July 12, 2021 legislative session. Thank you for your assistance.



Deborah J. Stam
Grants Manager
Finance Department / HCDD

Attachments

CC: Olga Butar
Kim Nichols
Diane Carter
Michael Sullivan
Ron Strickler

LARRY HOGAN
Governor
BOYD K. RUTHERFORD
Lt. Governor
KENNETH C. HOLT
Secretary



May 17, 2021

Ms. Deborah J. Stam, Grants Manager
Finance Department / HCDD
City of Salisbury
207 West Main Street, Suite 102
Salisbury, Maryland 21801

Dear Ms. Stam:

This letter serves as the Division of Credit Assurance's authorization for the Michell Landing reserve for replacement funds being used for tenant relocations expenses resulting from damage to building 139. The division authorizes up to \$20,000 to be draw from the reserve account for this purpose.

If you have any questions please do not hesitate to contact me at catherine.spencer@maryland.gov.

Sincerely,

Catherine Spencer

Catherine Spencer
Senior Portfolio Manager



MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
7800 HARKINS RD • LANHAM, MD 20706 • DHCD.MARYLAND.GOV
301-429-7400 • 1-800-756-0119 • TTY/RELAY 711 or 1-800-735-2258



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- (a) Increase DHCD Revenue Account**
No. 12800-423300-76300 by \$20,000.
- (b) Increase Mitchell Landing RFR Operating Expense Account**

No. 12800-546006-76300 by \$20,000.

**BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF
THE CITY OF SALISBURY, MARYLAND, as follows:**

Section 3. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 5. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

Section 6. 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 Mayor and Council of the City of Salisbury held on the _____ day of _____, 2021 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____ day of _____, 2021.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

Approved by me, this _____ day of _____, 2021.

Jacob R. Day, Mayor

INTER

OFFICE

MEMO

Department of Finance

To: Julia Glanz, City Administrator
From: Keith Cordrey, Director of Finance
Subject: FY 21 Budget Amendment - Legal Services
Date: 06/11/21

KAC

Please find attached a Budget Amendment that will provide an additional appropriation of \$ 15,000.00 for Legal services which is required based on current projections in the City Attorney (17000-513301) account.

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

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WHEREAS, the City of Salisbury has projected the amount of Attorney Fees expected for FY2021; and

WHEREAS, the increase to appropriations for Account No. 17000-513301 City Attorney, as provided herein, must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

Section 1. The City of Salisbury's Fiscal Year 2021 General Fund Budget be and is hereby amended as follows:

- BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND,** as follows:

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 5. This Ordinance shall take effect from and after the date of its final passage.

ATTEST:

Jacob R. Day, Mayor