



## CITY OF SALISBURY CITY COUNCIL AGENDA

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**JULY 25, 2022**

**6:00 p.m.**

**Government Office Building, Room 301, Salisbury, Maryland and Zoom Video Conferencing**

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Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:02 p.m. CITY INVOCATION- Bishop J. Anthony Dickerson, Greater Mt. Olive Full Gospel Baptist Church
- 6:04 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:05 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- **July 5, 2022** Closed Session Minutes (separate email)
  - **July 11, 2022** Council Meeting Minutes
  - **Resolution No. 3180**- approving the reappointment of John A. Foley III to the Bicycle & Pedestrian Advisory Committee for the term ending July 2025
- 6:10 p.m. ORDINANCES- City Attorney Ashley Bosche
- **Ordinance No. 2732- 1<sup>st</sup> reading**- to authorize the Mayor to enter into a contract with the Department of Housing and Community Development for the purpose of accepting grant funds in the amount of \$27,000, and to approve a budget amendment to the grant fund to appropriate these funds to be used for eligible expenses associated with the 2022 National Folk Festival
- 6:15 p.m. PUBLIC COMMENTS
- 6:20 p.m. ADMINISTRATION and COUNCIL COMMENTS
- 6:25 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](http://www.salisbury.md). City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council's meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.

**NEXT COUNCIL MEETING – August 8, 2022**

- **Resolution No.** - approving the re-designation of Salisbury-Wicomico Enterprise Zone
- **Ordinance No. 2732- 2<sup>nd</sup> reading**- to authorize the Mayor to enter into a contract with the Department of Housing and Community Development for the purpose of accepting grant funds in the amount of \$27,000, and to approve a budget amendment to the grant fund to appropriate these funds to be used for eligible expenses associated with the 2022 National Folk Festival

Join Zoom Meeting

<https://us02web.zoom.us/j/88186172560>

Meeting ID: 881 8617 2560

Phone: 1.301.715.8592

1 **CITY OF SALISBURY, MARYLAND**

2  
3 **REGULAR MEETING**

**JULY 11, 2022**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 *Council President John “Jack” R. Heath (in at 6:25pm)*      *Council Vice-President Muir Boda*  
8 *Councilwoman Angela M. Blake*                                      *Councilwoman Michele Gregory*  
9 *Councilwoman April Jackson*

10  
11 **PUBLIC OFFICIALS ABSENT**

12  
13 *Mayor Jacob R. Day*

14  
15 **IN ATTENDANCE**

16  
17 *Deputy City Administrator Andy Kitzrow, Executive Administrative Assistant Jessica Turner,*  
18 *City Attorney Ashley Bosche, Assistant City Clerk Julie English, and members of the public*  
19 *\*\*\*\*\**

20 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

21  
22 *The City Council met in regular session at 6:00 p.m. via Zoom and in person and Council Vice-*  
23 *President Muir Boda called the meeting to order. After Greg Morris of the Parkway Church of*  
24 *God provided the City Invocation, everyone recited the pledge to the flag.*

25  
26 **PROCLAMATIONS-** *presented by Deputy City Administrator Andy Kitzrow*

- 27  
28     • **Disability Pride Month**  
29         *Mr. Kitzrow presented the Disability Pride Month proclamation and invited everyone to*  
30         *advocate for a more inclusive and accessible world for all.*

31  
32 *In the minutes following the presentation, Vice-President Boda acknowledged the attendance of*  
33 *Speaker Pro-Tem Sheree Sample-Hughes.*

34  
35 **ADOPTION OF LEGISLATIVE AGENDA**

36  
37 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to approve the*  
38 *legislative agenda as presented.*

39  
40 **CONSENT AGENDA-** *presented by Assistant City Clerk Julie English*

41  
42 *The consent agenda, consisting of the following items, was unanimously approved (4-0 vote) on*  
43 *a motion and seconded by Ms. Jackson and Ms. Blake, respectively:*

- 44  
   • **June 6, 2022 Work Session Minutes**  
   • **June 6, 2022 Special Meeting Minutes**

- *June 10, 2022 Special Meeting Minutes*
- *June 17, 2022 Special Meeting Minutes*
- *June 27, 2022 Council Meeting Minutes*
- *July 5, 2022 Work Session Minutes*
- *Resolution No. 3179- approving the appointment of Margaret Lawson to the Historic District Commission for the term ending 2025*

45

46 *Vice-President Boda acknowledged Ms. Lawson and thanked her for volunteering to serve on the*  
 47 *Historic District Commission.*

48

49 **PUBLIC COMMENTS**

50

51 *One member of the public provided the following comments:*

- 52 • *Concern was expressed regarding the letter her son received from the Salisbury Fire*  
 53 *Department dismissing him as a volunteer.*
- 54 • *Speaker shared what her son had been through over the last few years following an accident*  
 55 *while on duty.*
- 56 • *A request was made to review and update the current policies to reflect consideration for*  
 57 *certain situations and circumstances as to why some volunteers are unable to meet the 36*  
 58 *hours of service per month requirement.*
- 59 • *She also shared that her son was not the only volunteer to be dismissed from the Salisbury*  
 60 *Fire Department for not meeting the above mentioned requirement.*

61

62 *Ms. Jackson shared her disappointment in the situation and requested a copy of the letter that was*  
 63 *sent to the son.*

64

65 **ADMINISTRATION AND COUNCIL COMMENTS**

66

67 *Mr. Kitzrow informed the Speaker that the situation would be looked into and follow up would be*  
 68 *forthcoming. He mentioned that Ms. Glanz would be returning from Canada the following day.*  
 69 *Also, at the end of July the City would be launching the Inaugural River Fest, which would include*  
 70 *the ribbon cutting for the new game park.*

71

72 *Ms. Gregory shared that she was disturbed by the public comments and believed it was shameful.*  
 73 *She expressed her appreciation for the Disability Advisory Committee. In addition, she encouraged*  
 74 *everyone to vote early to avoid the lines.*

75

76 *Ms. Jackson felt overwhelmed with the information shared during public comments. She believed*  
 77 *there needed to be changes and that the City of Salisbury failed the son. Finally, Ms. Jackson*  
 78 *shared that her daughter was chosen by the National Folk Festival to be the stylist for the African*  
 79 *American hair.*

80

81 *Ms. Blake requested the following items be added to the upcoming Work Session agenda: a report*  
 82 *from the Salisbury Fire Department's Personnel Board to get an understanding of what it does,*  
 83 *who governs it, and what the process is for sending out letters, an update on the police*  
 84 *department's mental health numbers through Mobile Crisis, and an update on the Target grant in*  
 85 *their co-responding model. Ms. Blake also requested the following items be added to the August 1,*

86 2022 Work Session agenda: an update on the progress of the tiny homes and to revisit the  
87 discussion with regard to the dirt bikes. She also encouraged those who were healthy enough to  
88 give blood.

89  
90 President Heath asked Ms. Bosche if the discussion involving the Personnel Board would be  
91 considered a Closed Session item. It was determined that further information would need to be  
92 gathered before a decision could be made on details for the meeting.

93  
94 Vice-President Boda echoed the comments about early voting and donating blood. He also shared  
95 the website for those interested in volunteering to help with the National Folk Festival.

96  
97 **ADJOURNMENT**

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99 *With no further business to discuss, the meeting adjourned at 6:31 p.m.*

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CITY OF SALISBURY, MARYLAND  
CLOSED SESSION  
JULY 5, 2022

136 *TIME & PLACE:* 4:44 p.m., Council Chambers, Government Office Building & Zoom  
137 *PURPOSE:* To discuss the appointment, employment, assignment, promotion, discipline,  
138 demotion, compensation, removal, resignation, or performance evaluation  
139 of appointees, employees, or officials over whom the public body had  
140 jurisdiction; or any other personnel matter that affected one or more specific  
141 individuals

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

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

144 *PRESENT:* Council President John “Jack” R. Heath (via Zoom), Mayor Jacob R. Day,  
145 Council Vice-President Muir Boda, Councilwoman Michele Gregory,  
146 Councilwoman April Jackson, Deputy City Administrator Andy Kitzrow,  
147 Acting Director of Department of Infrastructure & Development (DID) Rick  
148 Baldwin, City Attorney Ashley Bosche, City Clerk Kimberly Nichols

149 *ABSENT:* Councilwoman Angela M. Blake

150 \*\*\*\*\*  
151 *The City Council convened in the Work Session at 4:32 p.m. in Conference Room #306 of the*  
152 *Government Office Building and via Zoom Video Conferencing. Upon the adjournment of the*  
153 *meeting at 4:44 p.m. Vice President Boda called for a motion to convene in Closed Session as*  
154 *permitted under the Annotated Code of Maryland §3-305(b)(1), and recited the statute for closing*  
155 *the meeting. Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to convene in*  
156 *Closed Session.*

157  
158 *Deputy City Administrator Andy Kitzrow discussed the process in which the candidate was chosen*  
159 *and provided some background information on him.*

160  
161 *At 4:53 p.m. the candidate was invited into the Closed Session, fielded questions and comments*  
162 *from Council, and explained how his skills and experience would help him succeed.*

163  
164 *Council provided unanimous consent to approve Administration’s selection for the position.*

165  
166 *At 4:59 p.m. upon a motion and seconded by Ms. Jackson and President Heath, respectively and*  
167 *approved by a 4-0 vote, Council ended the Closed Session, immediately convened in Open Session,*  
168 *and Vice President Boda reported that Council had met in Closed Session.*

169  
170 *The Open Session was then immediately adjourned.*

171  
172 \_\_\_\_\_  
173 *City Clerk*

174  
175 \_\_\_\_\_  
176 *Council President*



## MEMORANDUM

**To:** Jacob R. Day, Mayor  
**From:** Jessie Turner, Administrative Assistant  
**Subject:** Re-Appointment to the Bicycle & Pedestrian Advisory Committee  
**Date:** July 14, 2022

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

<u>Name</u>	<u>Term Ending</u>
John A. Foley III	July 2025

Attached is the information from Mr. Foley and the resolution necessary for his re-appointment. If this re-appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

OK  
JRD

1 **RESOLUTION NO. 3180**

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

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7 

<u>Name</u>	<u>Term Ending</u>
John A. Foley III	July 2025

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11  
12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
13 Council of the City of Salisbury, Maryland held on July \_\_\_\_\_, 2022.

14  
15 ATTEST:

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

\_\_\_\_\_

John R. Heath  
PRESIDENT, City Council

21  
22  
23 APPROVED BY ME THIS

24  
25 \_\_\_\_\_ day of \_\_\_\_\_, 2022

26  
27  
28 \_\_\_\_\_  
29 Jacob R. Day, Mayor





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

**From:** Laura Soper, Director of Business Development

**Subject:** Main Street Improvement Grant

**Date:** 6/29/22

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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 \$27,000, will be utilized to provide funding for the 2022 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.

## OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this "**Agreement**"), 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**"), is entered into as of the date it is executed by DHCD (the "**Effective Date**").

### 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 21, 2021 (the "**Application**"), DHCD has approved an award of **MIP 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-Seven Thousand and 00/100 Dollars (\$27,000) (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 from 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 determination 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 proceeding 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 subsequent disbursements of the Grant;

(ii) Demand repayment from Grantee of the portion of the Grant previously disbursed to 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 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 Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national original;

(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: Alyssa Clemons, Project Manager



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

City of Salisbury  
125 North Division Street  
Salisbury, Maryland 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 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**

**PROJECT ACTIVITIES**

As more fully described in Grantee's application for funds  
dated April 21, 2021

GRANTEE: City of Salisbury

PROJECT ADDRESS: 125 North Division Street, Salisbury, Maryland 21801

GRANT AMOUNT: \$27,000

USE OF FUNDS: Funds will be used to support costs associated with staff and program expenses for the 81st National Folk Festival to take place August 2022.

**OTHER CONTRIBUTION(S)**

Source of Funds

Amount  
\$

Value Derivation

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

USES OF FUNDS	DHCD	TOTALS
Office Supplies	\$1,800	\$1,800
Volunteer Coordinator	\$5,000	\$5,000
Food Vendor Coordinator	\$5,000	\$5,000
Food Vendor Assistants	\$3,000	\$3,000
Marketplace Coordinator	\$4,000	\$4,000
Family Area Coordinator	\$2,000	\$2,000
Transportation Coordinator	\$2,000	\$2,000
Administrative Assistants	\$500	\$500
Online Marketing Marketing	\$1,500	\$1,500
Print marketing	\$1,000	\$1,000
Website maintenance fee	\$1,200	\$1,200
<b>TOTALS</b>	<b>\$27,000</b>	<b>\$27,000</b>

**EXHIBIT C**

**OPERATING ASSISTANCE GRANT PROGRAM**

**SPECIAL CONDITIONS**

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**ORDINANCE NO. 2732**

**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 \$27,000, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH THE 2022 NATIONAL FOLK FESTIVAL.**

**WHEREAS**, the City of Salisbury in April 2021 submitted an Operating Assistance Grant application to the Department of Housing and Community Development (DHCD), a principal department of the State of Maryland ,for financial assistance in carrying out community development activities, specifically to include assistance with the National Folk Festival to be held in the City of Salisbury; and

**WHEREAS**, DHCD has awarded Operating Assistance Grant funds to the City of Salisbury in the amount of \$27,000; 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, on behalf of the City of Salisbury, is hereby authorized to enter into a grant agreement with the Department of Housing and Community Development, , for the City’s acceptance of grant funds in the amount of \$27,000, to be allocated for assistance for assistance with the National Folk Festival.

**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–XXXXX by \$27,000.

(b) Increase Operating Expense Account No. 10500–546006–XXXXX by \$27,000.

**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.

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

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

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52            **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
53 Salisbury held on the 25<sup>th</sup> day of July, 2022 and thereafter, a statement of the substance of the Ordinance  
54 having been published as required by law, in the meantime, was finally passed by the Council of the City of  
55 Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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57 **ATTEST:**

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62 **Kimberly R. Nichols, City Clerk**

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

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65 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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70 **Jacob R. Day, Mayor**

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