



**SALISBURY CITY COUNCIL  
WORK SESSION AGENDA**

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**MONDAY, APRIL 3, 2023**

**Government Office Building, Council Chambers and Zoom Video Conferencing**

- 4:30 p.m. SBY Airport updates- Chris Davidson, Assistant Airport and Business Development Manager
- 4:40 p.m. Ordinance to accept Department of Housing & Community Development (DHCD) Operating Assistance Grant (OAG) for 2023 MDFF- Director of Business Development Laura Soper
- 4:50 p.m. Budget amendment for Parking Garage automation and upgrades- Field Operations Director Mike Dryden
- 5:00 p.m. Budget amendment to reallocate funds for the Filter Project- Water Works Director Cori Cameron
- 5:10 p.m. Ordinance to accept CTI Grant- Housing & Community Development Director Ron Strickler
- 5:20 p.m. Resolution to adopt the new Board of Appeals Handbook- City Planner Brian Soper
- 5:30 p.m. Ordinance to change the Fee Schedule to include fees for Board of Appeals- City Planner Brian Soper
- 5:40 p.m. JD Oliver-Barr International Annexation Introduction- City Planner Brian Soper
- 5:50 p.m. Ordinance to accept MSAC grant funds for expenses associated with Bundle Up and Get Outside! (BUAGO)- Arts, Business & Culture Department (ABCD) Director Allen Swiger
- 6:00 p.m. Ordinance to accept NEA GFAP Funds for 81st NFF- ABCD Director Allen Swiger
- 6:10 p.m. Ordinance to add new position to ABC Department- ABCD Director Allen Swiger
- 6:20 p.m. Adjournment / 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/88163253286?pwd=K3RtZUhUMHNucDRPU2IHbnROQzZVUT09>

Meeting ID: 881 6325 3286

Passcode: 812389

Phone: 1.301.715.8592

# SBY AIRPORT UPDATES

Presentation by: Chris Davidson, Assistant Airport and  
Business Development Manager

April 3, 2023

- **Economic Impact**
- **Jobs**
- **Regional Growth**



**SBY**  
AIRPORT  
SALISBURY • OCEAN CITY • WICOMICO

**SALISBURY - OCEAN  
WICOMICO REGIONAL**



Deputy Director  
**Chris Davidson**

# Your Economic Multiplier





# SBY Economic Impact

# Face - Lift



# Welcome Sign







# Beach Theme Terminal



# Hangars



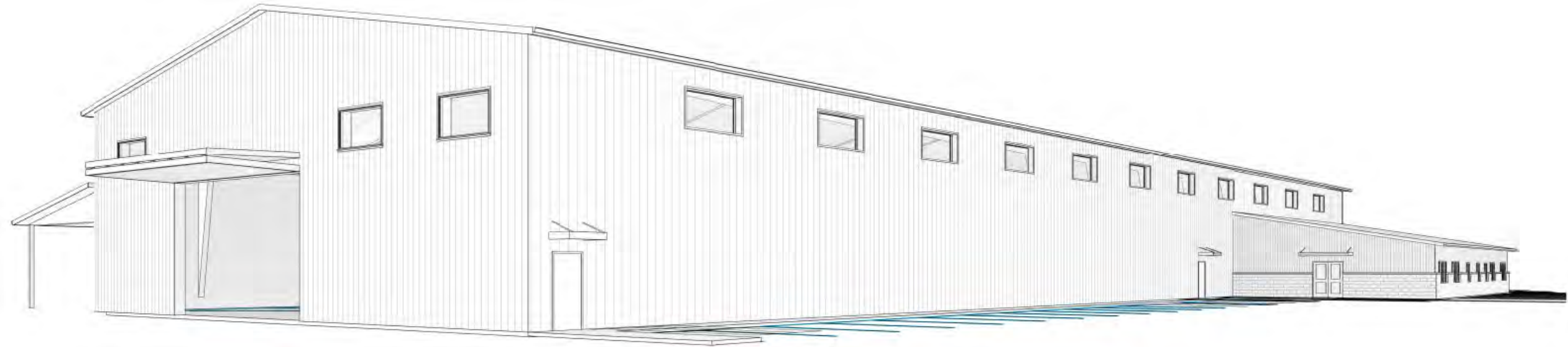


# T-Hangars

# Ongoing Projects



# Maintenance/SRE ARFF Building



**\$11 Million Project**



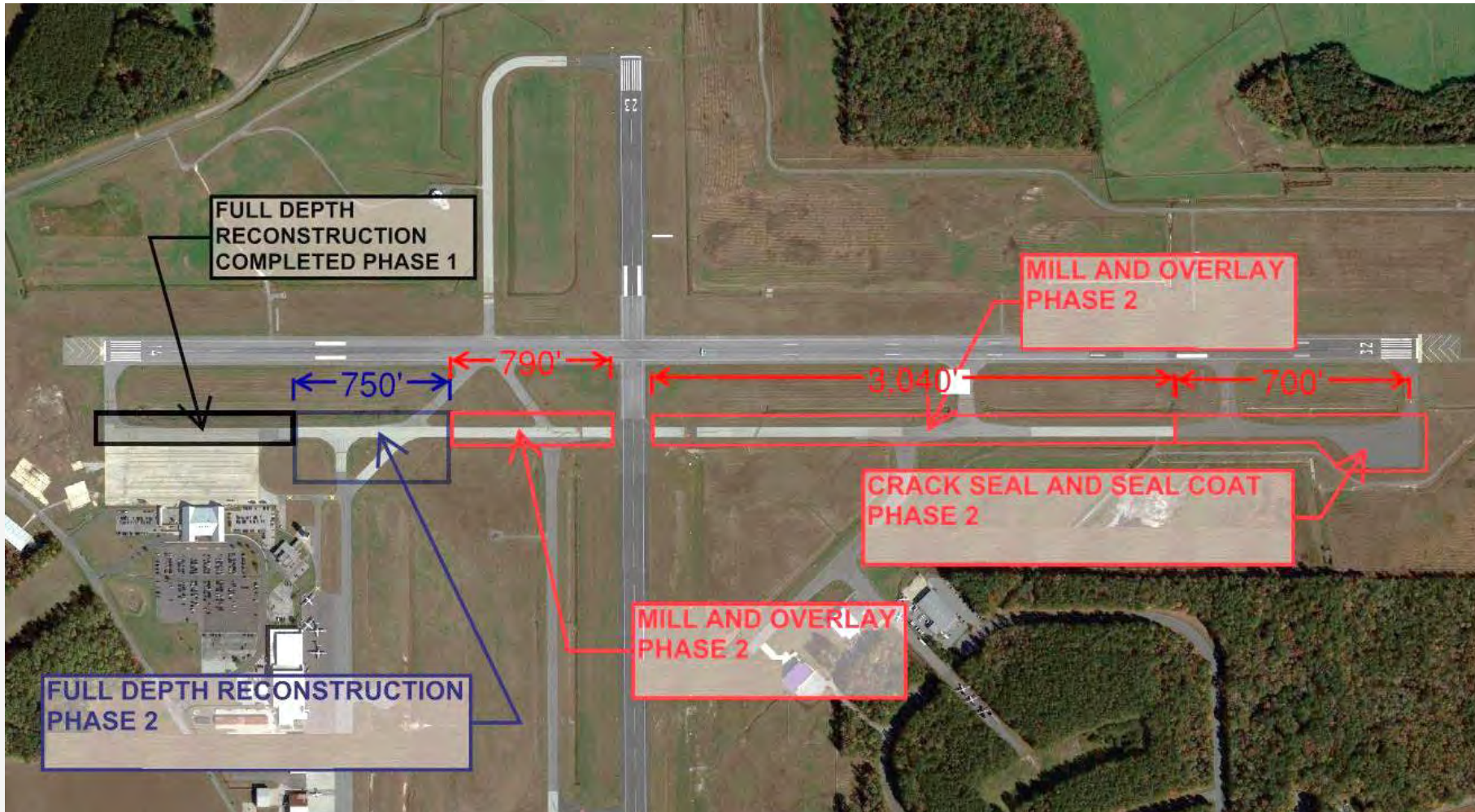
# ARFF Vehicle

**\$726K Purchase**



# Rehabilitate Taxiway A

## \$5.3M Project



# Piedmont Improvements



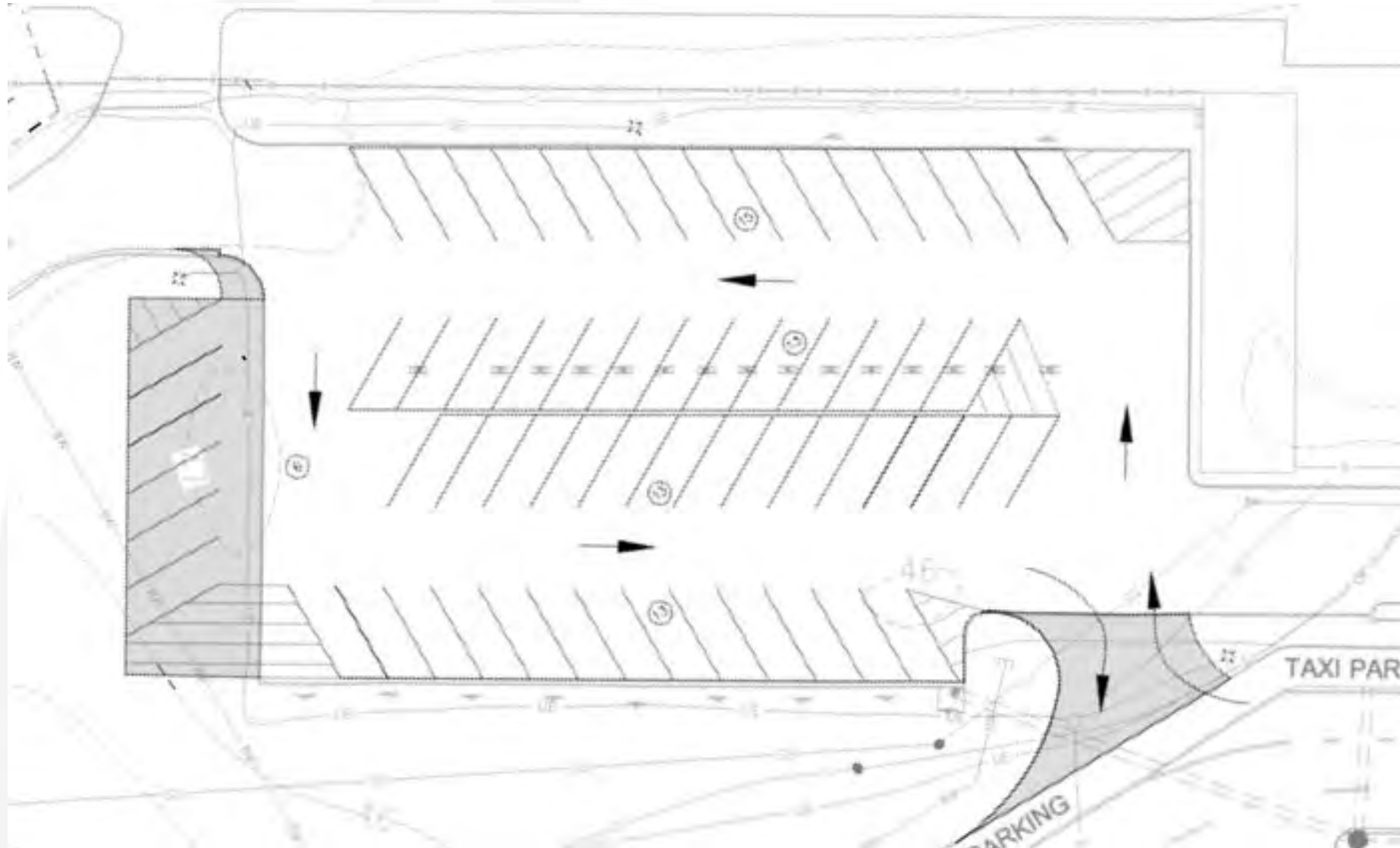
**\$1.4M Project**



# Piedmont & ATC Improvements



# Rental Car Lot Improvements



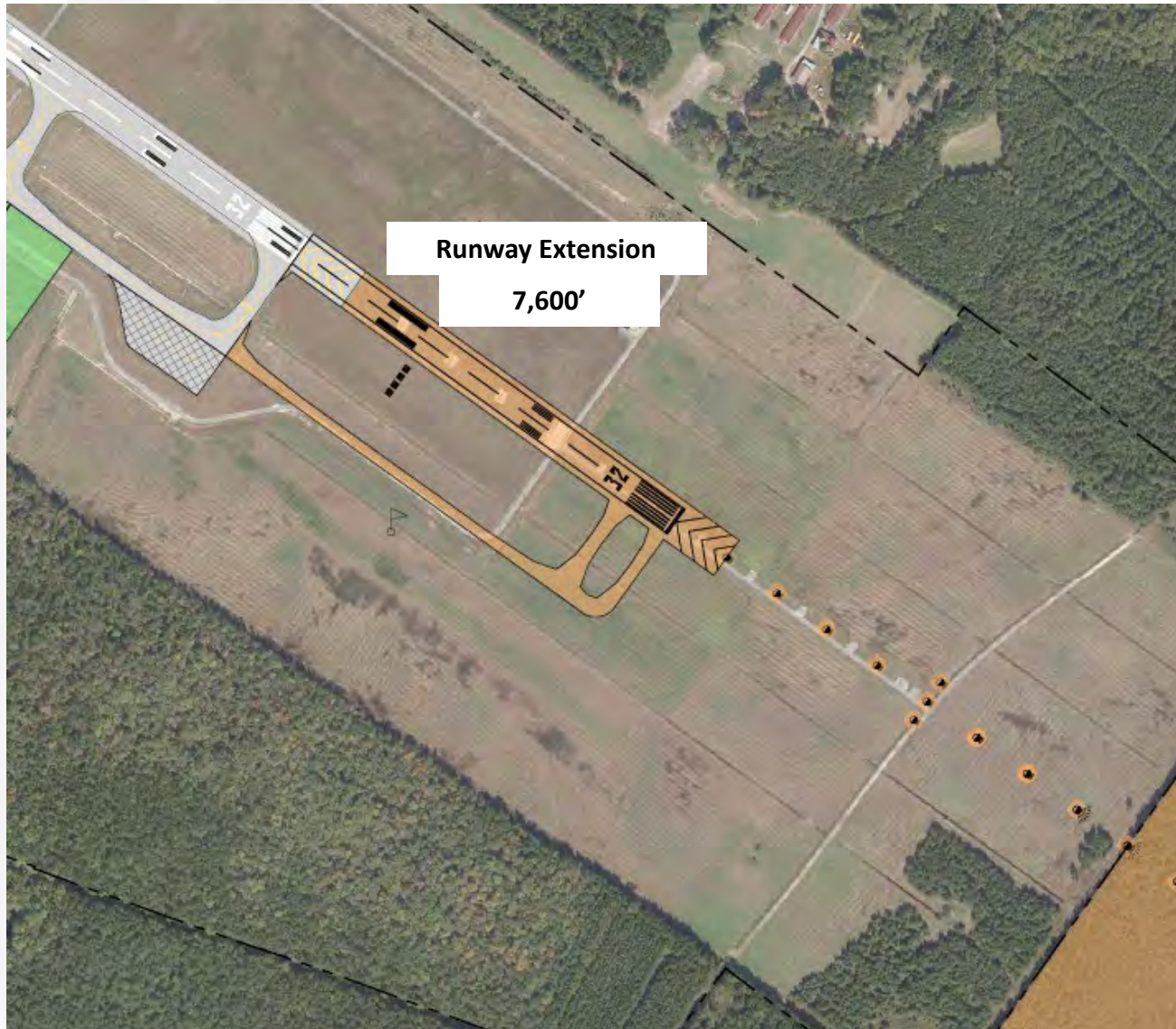
**\$145K Project**

# Paid Parking Lot Improvements



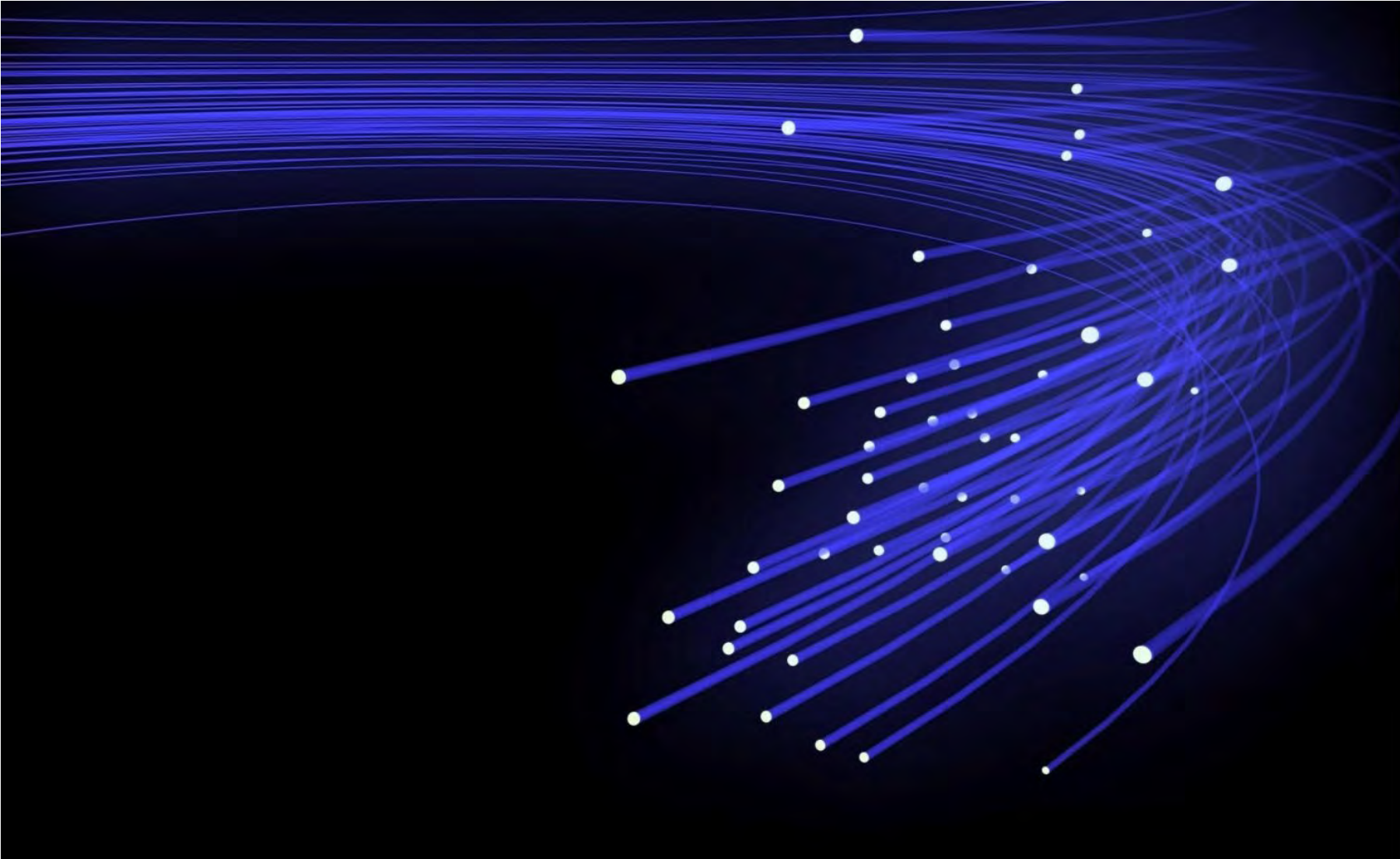
**\$160K Project**

# Runway Extension



**\$31  
Million  
Project**

# Broadband Access

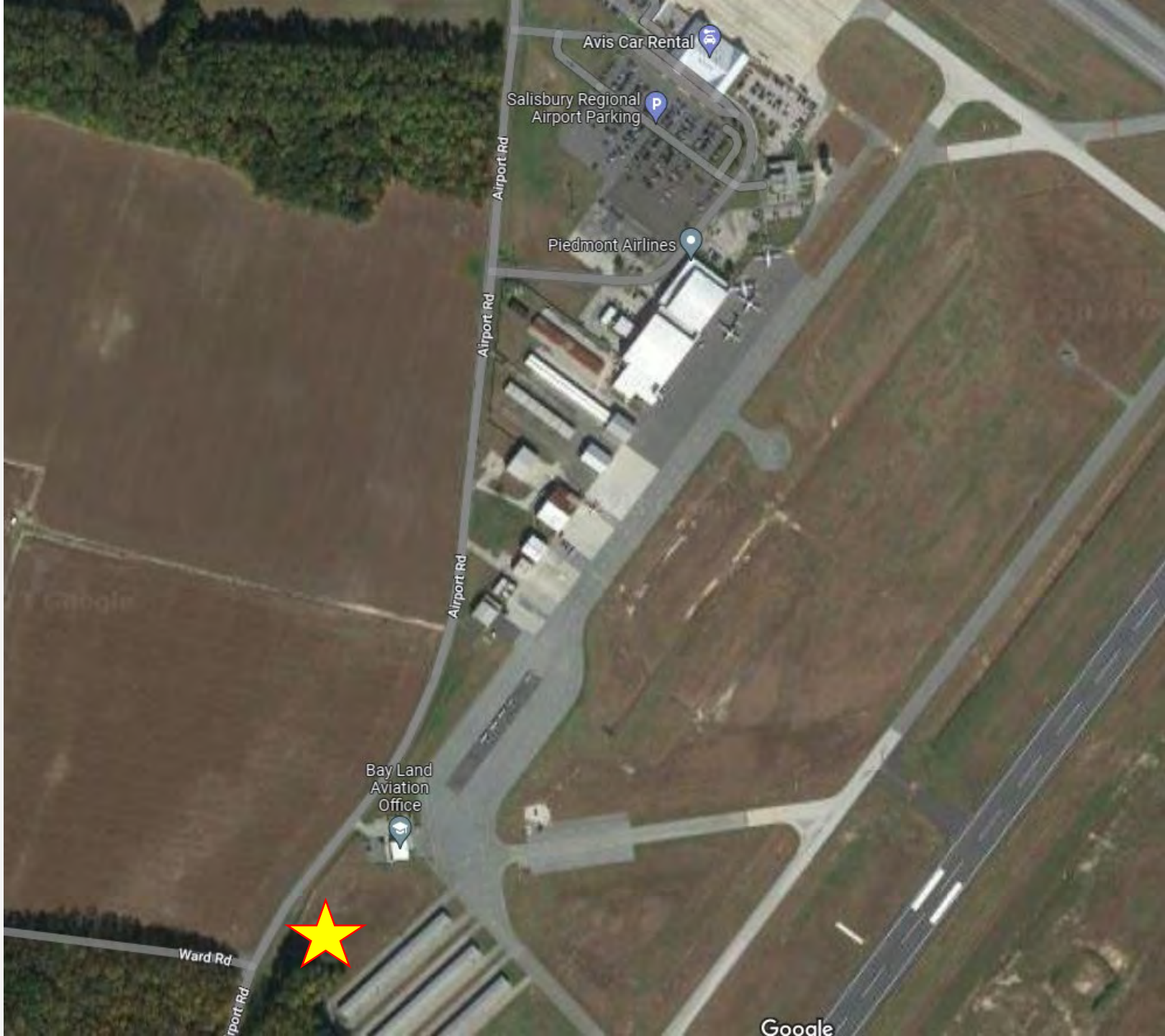


**\$300K  
Project**



# 22 Acre Solar Farm

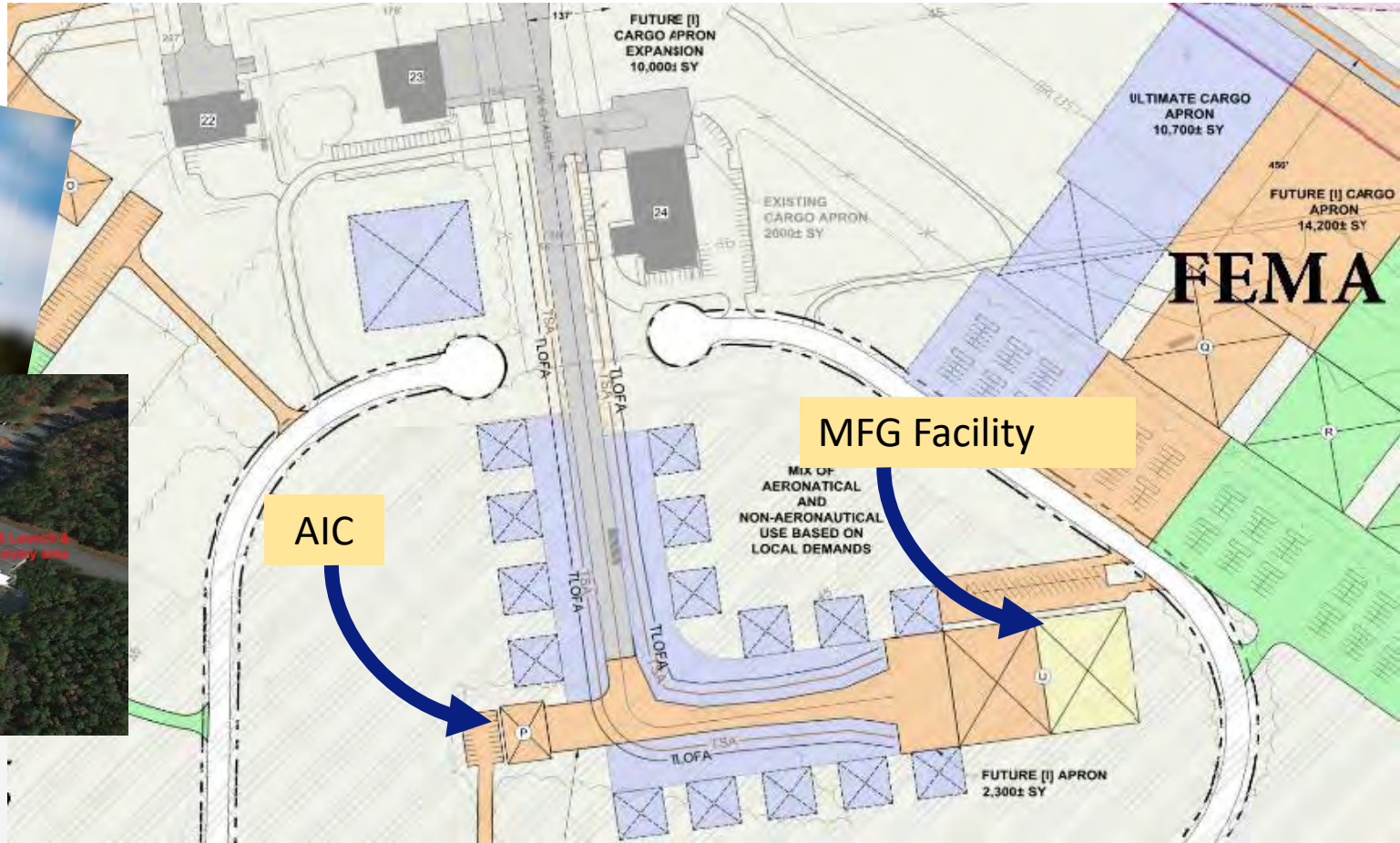
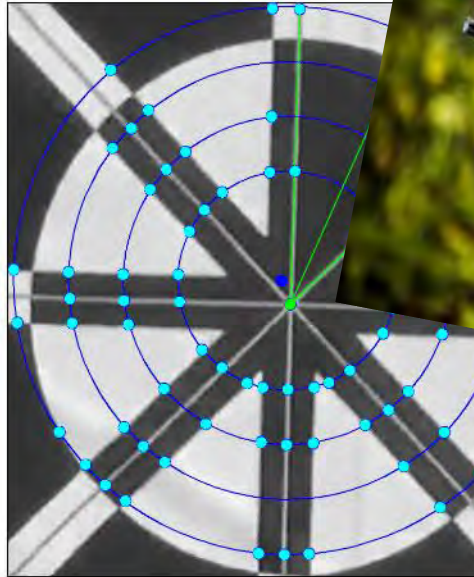




# Cell Tower



# Autonomous Innovation Center





# Main Services / Goals

## Facility Support

### Training & Operations support

- Drone Pilot Training
- Drone Safety and Maintenance Program
- Experimental and Testing Program
- FAA Certification Program

## Airspace Usage & Safety

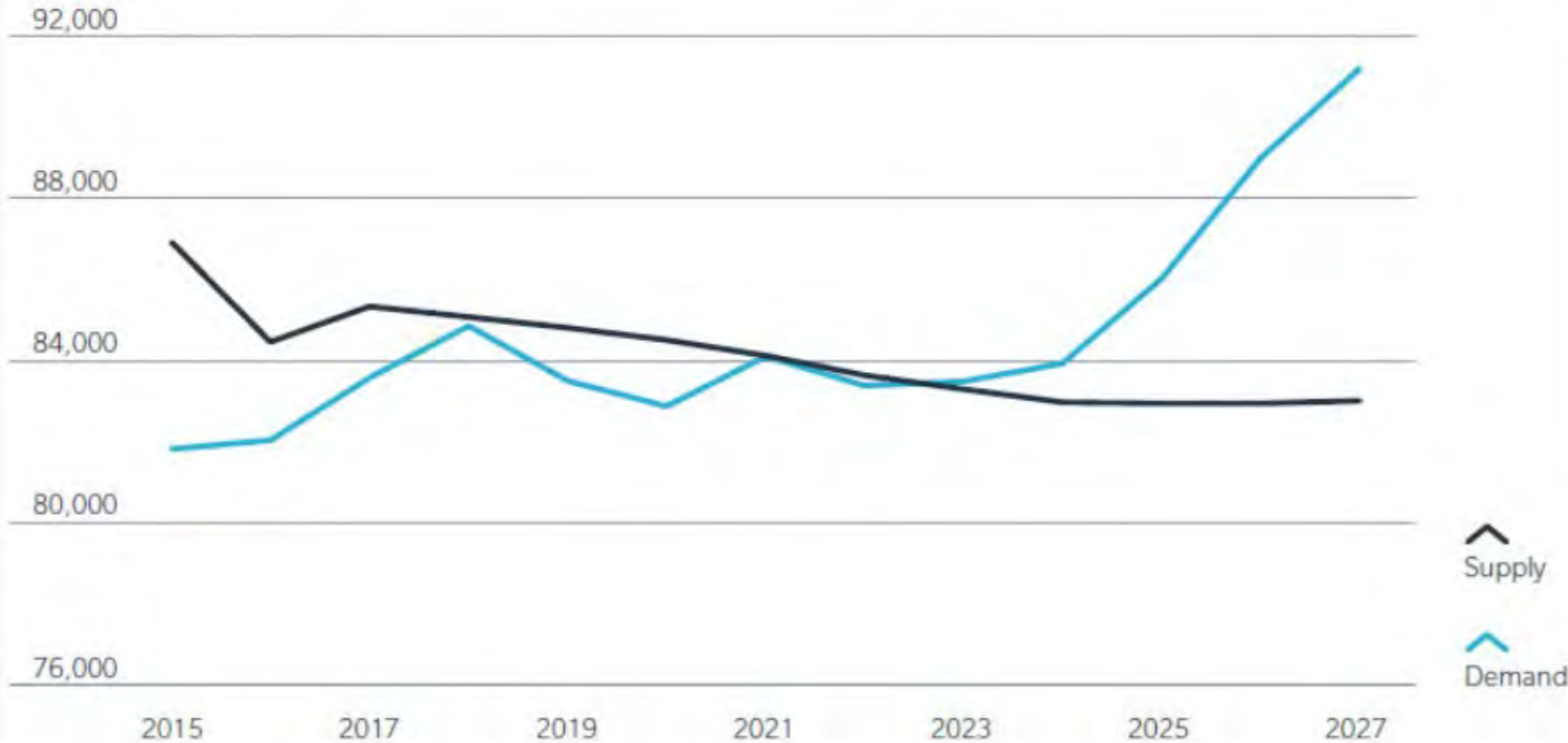
FAA approved drone routes for safety and drone testing



# AMT School

Forecasted U.S. Commercial MRO Maintenance Technician Demand and Supply by Year

NUMBER OF PEOPLE



Source: Oliver Wyman Commercial MRO Maintenance Technician Labor Model



# Questions





City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

**To: City Council**  
**From: Laura Soper**  
**Subject: Technical Assistance Grant acceptance**  
**Date: 3/10/23**

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Attached is an Ordinance to accept funding from the Maryland Department of Housing and Community Development, Technical Assistance Grant (TAG) program. The purpose of the TAG 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 2023 Maryland Folk Festival and to fund stipends for the various coordinators associated with the Festival and their work expenses.

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

ORDINANCE No. \_\_\_\_\_

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, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH THE 2023 MARYLAND FOLK FESTIVAL.

WHEREAS, the City of Salisbury in April 2022 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 Maryland 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 \$20,000; and

WHEREAS, in order to accept such funds, the City must enter into an Operating Assistance Grant Program Grant Agreement, a copy of which is attached hereto and incorporated herein as Exhibit 1; 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. Acting Mayor Jack Heath, on behalf of the City of Salisbury, is hereby authorized to enter into the Grant Agreement with the Department of Housing and Community Development attached hereto and incorporated herein as Exhibit 1, for the City’s acceptance of grant funds in the amount of \$20,000, to be allocated for assistance for assistance with the Maryland 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 \$20,000.
(b) Increase Operating Expense Account No. 10500-546006-XXXXX 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

48 or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the  
49 section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall  
50 remain and shall be deemed valid and enforceable.

51 **Section 5.** The recitals set forth hereinabove and **Exhibit 1** attached hereto, are incorporated into this  
52 section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

53 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
54

55 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
56 Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance of  
57 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of  
58 the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

59  
60 **ATTEST:**

61  
62  
63  
64 \_\_\_\_\_  
65 **Kimberly R. Nichols, City Clerk**

66 \_\_\_\_\_  
67 **Muir W. Boda, City Council President**

68 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
69

70  
71  
72 \_\_\_\_\_  
73 **Jack Heath, Acting Mayor**

## 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 25, 2022 (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, in accordance with the Budget. 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. During the term of this Agreement, each request for disbursement from the Grantee shall contain the information required by DHCD, including but not limited to the status of the Project, goals achieved, expenditures made against the Budget and expected Project activity to be completed prior to submitting the next disbursement request.

(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) 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 disbursement request all costs for which payment is requested.

(f) 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.

(g) 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 another 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 set forth in the Budget or as otherwise authorized by this Agreement; 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 3 years following termination of this Agreement.

(b) Progress Reports. (i) Within three months of the Effective Date, Grantee shall submit a disbursement request or a progress report, containing the information required by DHCD, including but not limited to the current status of the Project, problems encountered or barriers to implementing Project

activities as identified in the Budget and plans for moving Project activity forward; and (ii) Grantee shall submit a written progress report six months after the Effective Date; provided, however, that DHCD may, by written notice to Grantee and in its sole discretion, accept the information provided in a recent disbursement request in lieu of a progress report.

(c) Final Report. Within 30 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 list 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.

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, the location of such information (for example, document name) 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 law provisions.
20. Effective Date. This Agreement is effective as of the Effective Date.
21. Execution. The parties agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. 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 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.
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.**

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

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: John R. Heath

Title: Mayor

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: Carol Gilbert

Title: 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 25, 2022

GRANTEE: City of Salisbury

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

GRANT AMOUNT: \$20,000

USE OF FUNDS: Funds will be used to support costs associated with coordinator expenses for the inaugural Maryland Folk Festival.

**OTHER CONTRIBUTION(S)**

Source of Funds

Amount  
\$

Value Derivation

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

USES OF FUNDS	DHCD	TOTALS
Maryland Folk Festival: Coordinators	\$20,000	\$20,000
<b>TOTALS</b>	<b>\$20,000</b>	<b>\$20,000</b>

**EXHIBIT C**

**OPERATING ASSISTANCE GRANT PROGRAM**

**SPECIAL CONDITIONS**



City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

To: Andy Kitzrow  
From: Mike Dryden MKD  
Subject: Parking Fund Transfer  
Date: March 22, 2023

---

Attached, please find an ordinance that will have the effect of authorizing Mayor Heath to transfer \$150,000.00 (one hundred and fifty thousand dollars) from the Parking Fund and redirect those resources to be used for a parking automation project in the Parking Capital Project Fund. This project will allow the Parking Division to further automate some of its parking operations. This will result in a more streamlined parking process for users, simplify back-of-house operations and align our processes with more modern practices.

Unless you or the Mayor have any questions, please forward this ordinance to the City Council for review and approval.

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE  
MAYOR TO TRANSFER FROM THE PARKING FUND AND  
APPROPRIATE FUNDS FOR THE PARKING FUND AUTOMATION  
PROJECT IN THE PARKING CAPITAL PROJECT FUND.**

**WHEREAS**, the City has determined efficiencies can be realized by investing in updated software, gates, and parking lot and parking garage improvements;

**WHEREAS**, the City has estimates indicating that \$170,000 would be required to update software and hardware, install barcode integration, and make related electrical improvements to modernize the City's parking operations; and

**WHEREAS**, the City has found a project to fund \$20,000 so an additional \$150,000 is required to complete the project; and

**WHEREAS**, the City has determined an additional appropriation for the Parking Automation Project is required in the amount of \$150,000;

**WHEREAS**, funding for the project shall be provided by the transfer of \$150,000 from the Parking Fund; and

**WHEREAS**, the appropriations necessary to execute the appropriation of \$150,000.00, as provided hereinabove, 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 John R. Heath is hereby authorized to appropriate funds for Parking Automation project in the amount of \$150,000.00.

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

**Section 2.** The City of Salisbury's FY23 Parking Fund Budget be and hereby is amended as follows:

<b>Increase Decrease</b>	<b>Account Type</b>	<b>Project Description</b>	<b>Account Description</b>	<b>Account</b>	<b>Amount</b>
Increase	Revenue	None	Current Year Surplus	10100-469810	150,000
Increase	Expense	None	Transfer Parking Capital Projects Fund	31154-599300	150,000

**Section 3.** The City of Salisbury's Parking Fund Project Fund Budget be and hereby is amended as follows:

<b>Increase</b>	<b>Account</b>	<b>Project Description</b>	<b>Account Description</b>	<b>Account</b>	<b>Amount</b>
Increase	Revenue	Parking Automation	PayGO	94001-469110-TBD	150,000
Increase	Expense	Parking Automation	Equipment	94001-577030-TBD	150,000

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**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 \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**



City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

To: Andy Kitzrow, Acting City Administrator

From: Cori Cameron, Director of Water Works

Subject: Budget Amendment

Date: March 13, 2023

---

The Department of Water Works would like to amend the Water and Sewer Capital Project fund where funds appropriated in Schedule B of the FY23 for a Dump Truck were not expended and would be better used to fund the WWTP Filter Cloth Replacement Project.

The WWTP currently has a dump truck on order, but due to supply chain shortages it will not arrive until sometime in 2024. Due to the current need for new filter cloths to keep the WWTP maintenance on schedule, it was decided that it would be best to purchase the filter cloths now and purchase an additional dump truck in FY25. We expect better supply and pricing at that time. Redirecting these funds will allow us to remove the FY24 CIP request WW-WT-23-04, for new filter cloths.

Replacement filter cloth socks are needed for the tertiary filter disks. The existing cloth socks are at the end of their useful life and require replacement in order to keep the filter online. Filters run all the time and are wearing at the same rate. These funds will replace 360 filter socks. The tertiary filter is used to ensure adequate water clarity before UV treatment. Replacement is recommended every (5 years) for proper plant efficiency.

*Cori Cameron*

Cori Cameron, Director



City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

---

Department of Water Works  
2322 Scenic Dr. Salisbury, MD 21801  
ph: 410-548-3185 fax: 410-334-3035  
[www.salisbury.md](http://www.salisbury.md)



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE WATER SEWER CAPITAL PROJECT FUND BUDGET TO REALLOCATE ADDITIONAL FUNDS REQUIRED FOR THE FILTER PROJECT.**

**WHEREAS**, the Water Works Department has determined funds previously appropriated in Schedule B of the FY23 Budget Ordinance for a Dump Truck in the Water Sewer Capital Project fund, which funds have not yet been expended, would better be used to fund the Wastewater Treatment Plant (“WWTP”) Filter Cloth Project; and

**WHEREAS**, the budget amendment 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.

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

**Section 1.** The City of Salisbury’s Water Sewer Capital Project Fund budget is hereby amended as follows:

Increase (decrease)	Account Type	Project	Account	Description	Amount
Decrease	Revenue	Dump Truck	97030-469313- 48045	PayGO	185,000
Decrease	Expenditure	Dump Truck	97030-577025-48045	Vehicles	185,000
Increase	Revenue	Filters	97030-469313-xxxxx	PayGO	185,000
Increase	Expenditure	Filters	97030-513026-xxxxx	Construction	185,000

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

**Section 2.** 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 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 4.** 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 4.

**Section 5.** 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 \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023.

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**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**



City of  
**Salisbury**  
Jacob R. Day, Mayor

MEMO

To: Andy -City Administrator, Ron Strickler-Director HCDD  
From: Brett Sanders-Housing & Homelessness Mgr.  
Subject: Ordinance – Budget Amendment – Acceptance / Appropriation of  
Community Mental Health Services Block Grant (CIT) Funding  
Date: March 22, 2023

The City of Salisbury has received an award of FY23 Community Mental Health Services Block Grant Funds (Critical Time Intervention or CTI) funding from SAMSHA passed through the Wicomico County Local Behavioral Health Authority.

Attached is an Ordinance approving a budget amendment of the City's Grant Fund to appropriate \$12,562 in FY23 CTI funds that have been awarded to the City of Salisbury. These funds will be utilized to partially pay for the Critical Time Intervention Case Specialist.

Please forward this information to the City Council to be placed on their agenda for the April 3, 2023 work session.

---

Brett Sanders  
Housing & Homelessness Manager  
HCDD

Attachments  
CC: Olga Butar  
Kim Nichols



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**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 and the MOU attached hereto as **Exhibit 1** 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 \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John "Jack" R. Heath, Acting Mayor**



**Public Health**  
Prevent. Promote. Protect.  
Wicomico County  
Health Department

# Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

*Brandy Wink, Acting Health Officer*



## MEMORANDUM OF UNDERSTANDING FISCAL YEAR 2023

### WICOMICO COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY (LBHA) and City of Salisbury Housing and Community Development Critical Time Intervention (CTI)

#### I. BACKGROUND

The Wicomico County Health Department (WiCHD) received funding from Behavioral Health Administration for the Block Grants for **Community Mental Health Services (COVID Relief)/ F897** to deliver CTI services. This is a time limited evidence-based practice that the position will use CTI principles to assist individuals transitioning from homelessness to permanent supportive housing.

#### II. AGREEMENT

The following agreement entered on this 1st day of April 2023 by and between the Wicomico County Local Behavioral Health Authority (LBHA) and City of Salisbury Housing and Community Development (CSHCD) regarding the mobilization of support for the most vulnerable individuals (those experiencing homelessness, individuals with a diagnosis of serious mental illness or SMI/SED, substance use disorder or co-occurring) during periods of transition. The position will work with the individual in applying to housing programs and assisting the individuals to be linked to services in the public behavioral health system. The position will work the individual to transition from services once an individual has moved into housing. The service should not last for individuals more than 9 months after moving into housing sets forth the following deliverables:

##### A. WiCHD/LBHA will complete the following by 6/30/2023:

1. LBHA shall conduct on-site reviews at least annually during this contract to assure that the vendor is providing the service according to the conditions stated in this MOU and provide technical assistance, monitoring, guidance, and support to CSHCD.
2. Submit for payment Contractor's invoice for up to **\$12,562** April 2023-June 2023 once deliverables are completed, and reports and monthly invoices are received.

##### B. Contractor will complete the following 6/30/2023 (same as in section I)

1. Maintain staff to deliver services using the CTI principles.
2. Utilize items used to support the position to deliver services using CTI principles.
3. CSHCD agrees to complete the Quarterly Reports due on the 30th of the month following the end of the quarter including the following:
  - Status of hiring position
  - # of individuals served by phase

- # of individuals received to MH services by type
  - # of individuals housed
  - # of individuals needing assistance with benefits
  - # of individuals transitioned from services
4. CSHCD agrees to submit the CTI invoice to the LBHA monthly. The invoice shall include the number of individuals served or assisted as outlined above.
  5. Additionally, the invoice will document the staff hours for the month. For the LBHA site visit, the program will keep documentation of hours for review (e.g. log of hours and locations, copies of timesheets with a breakdown of time spent and locations for CTI in the comments section, etc.).
  6. CSHCD agrees to work with the Homeless Alliance for the Lower Shore Continuum of Care Committee (HALS CoC) Homeless Management Information System (HMIS) Administrator and enter all required data into the HMIS program.
  7. CSHCD agrees to attend meetings as necessary or requested by LBHA regarding this MOU.
  8. CSHCD agrees to serve 10 individuals with a mental health and/or co-occurring disorder using CTI principles:
    - Assist individuals to apply for housing services
    - Link individuals to mental health services and other supportive services as indicated by the individual's CTI plan
    - Link individuals to federal and state benefits
  9. CSHCD agrees to provide, during this grant cycle, Emergency Preparedness Plans addressing the Continuity of Operations Planning (COOP) for the agency within 6 months of the award to the LBHA and implement in response to a disaster.
  10. Invoice WiCHD for up to \$12,562 addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD".

### III. TERMINATION

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

Neither party to the Memorandum of Understanding shall be deemed the agent, servant, or employee of the other, nor shall this agreement be construed as a contract to procure goods or services under the laws of the State of Maryland.

This agreement will terminate on June 30, 2023 or by providing ten (10) days of written notification by either party.

(410) 749-1244 • WICOMICOHEALTH.ORG • MARYLAND DEPARTMENT OF HEALTH  
AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER AND PROVIDER

**The contract monitor for this agreement for the WiCHD:**

Jessica Taylor, Program Coordinator

Wicomico County Local Behavioral Health Authority

410-548-6981/Jessica.taylor@maryland.gov

**For the Contractor:**

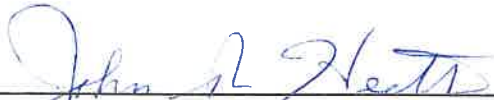
Brett Sanders, Homeless and Housing Manager

City of Salisbury Housing and Community Development

410-334-3031/bsanders@salisbury.md

**IV. SIGNATURES**

The parties acknowledge their agreement by their signatures below:

  
\_\_\_\_\_  
Acting Mayor, John 'Jack' R. Heath  
City of Salisbury

3/17/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michelle Hardy, RN, BC, MSPH  
Director, Wicomico Local Behavioral Health Authority

3/14/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brandy Wink, B. S.  
Acting Health Officer, Wicomico County Health Department


3/15/23  
\_\_\_\_\_  
Date

(410) 749-1244 • WICOMICOHEALTH.ORG • MARYLAND DEPARTMENT OF HEALTH  
AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER AND PROVIDER





City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

To: Andy Kitzrow, City Administrator  
From: Richard D. Baldwin, Director of Infrastructure and Development   
Date: March 27, 2023  
Re: Resolution to adopt BOA Handbook

---

The attached resolution is to adopt the Handbook for the Board of Appeals prior to their first meeting. The Handbook establishes rules and procedures for how the Board shall function.

Unless you or the Mayor has further questions, please forward a copy of this memo and the attached draft ordinance to the City Council.

Attachments:

- 1 – Draft Resolution
- 2 – Draft Handbook

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY TO APPROVE AND ADOPT RULES OF PROCEDURE FOR THE SALISBURY BOARD OF APPEALS.**

**WHEREAS**, pursuant to Ordinance No. 2769, the City of Salisbury (“City”) has amended the Salisbury City Code to combine the Housing Board of Adjustment and Appeals, the Building Board of Adjustment and Appeals, and the Board of Zoning Appeals into a new board known as the “Board of Appeals”; and

**WHEREAS**, section 17.12.090(c) of the Salisbury City Code provides that the Board of Appeals shall adopt rules necessary for carrying out the provisions of that chapter; and

**WHEREAS**, in accordance with the foregoing, attached hereto as **Exhibit 1** are proposed Rules of Procedure for the Board of Appeals.

**WHEREAS**, by this Resolution, the Council hereby approves the Rules of Procedure for the Board of Appeals attached hereto as **Exhibit 1**; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND**, as follows:

**Section 1.** The Rules of Procedure for the Salisbury Board of Appeals attached hereto and incorporated herein as **Exhibit 1** are hereby approved and adopted.

**Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Resolution shall be deemed independent of all other provisions herein.

**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 Resolution 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 Resolution shall remain and shall be deemed valid and enforceable.

**Section 4.** The recitals set forth hereinabove and **Exhibit 1** attached hereto, are incorporated into this section of the Resolution as if such recitals and **Exhibit 1** were specifically set forth at length in this Section 4.

**THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this \_\_\_\_ day of \_\_\_\_\_, 2023 and is to become effective immediately upon adoption.

**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**

# **SALISBURY BOARD OF APPEALS**



## **RULES OF PROCEDURE**

**Adopted: TBD**

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<b>Section IV: Amendments</b> .....	5

**Section I: Authority.**

These Rules of Procedure are promulgated under the authority vested in the Board of Appeals by Md. Code Ann., Land Use § 4-301 *et. seq.* and by Article VI, Chapter 17.12, Title 17, of the Salisbury City Code (hereinafter referred to as the "Code"). It is the intent of these Rules of Procedure to prescribe the means for the implementation of the Code.

**Section II. Organization.**

A. *Name.* The name of this body is the "Salisbury Board of Appeals," referred to herein as "the Board."

B. *Membership.* The Board shall consist of five members and two alternates appointed by the Mayor and confirmed by the City Council. When possible, preference shall be given in order to ensure that the Board includes at least one building professional/architect/engineer, tenant, property owner and/or attorney, as well as potential members who have a demonstrated special interest, specific knowledge, or professional or academic training in public health. Members shall be appointed for terms of three years. A member whose term has expired may continue to serve until reappointed or replaced. A Board member may be re-appointed for additional and consecutive terms.

C. *Standards of Conduct:*

1. No Board member shall allow bias or prejudice to affect the ability to exercise fairness and reason in any proceeding before the Board.
2. No Board member shall represent an applicant, appellant or member of the general public before the Board.
3. A Board member may appear before the Board on any application or appeal, but may not participate as a Board member.
4. A Board member shall note on the record, before any proceeding before the Board commences, or as soon as realized after a proceeding has commenced, that there is a conflict of interest or the appearance of a conflict of interest. If the Board member believes, as a result, that they cannot make any decision related to the proceeding in a fair and impartial manner, they shall recuse themselves from participating in the proceeding.

D. *Removal of Members.* A member of the Board may be removed by the Mayor

for:

1. Incompetence;
2. Misconduct; or

3. In the same manner as for a member of a State board or commission:
  - a. Failure to attend meetings under § 8-501 of the State Government Article; or
  - b. Conviction of a crime in accordance with § 8-502 of the State Government Article.

Prior to Removal, the Mayor shall provide to the member:

1. A written statement of charges stating the grounds for removal; and
2. An opportunity for a public hearing to contest the charges.

E. *Officers.*

1. The Board shall have as officers a Chair, Vice-Chair and Secretary. The Board shall also appoint at least one Open Meetings Act representative who shall receive all required training on the Maryland Open Meetings Act.
  2. The Director of the Department of Infrastructure and Development or their designated representative shall serve as Secretary to the Board.
  3. The Chair shall sit as the presiding officer of the Board. The Chair shall direct the Secretary in the preparation of the agenda and rule on any requests for postponement submitted prior to the hearing date. The Chair shall call meetings to order, rule on all points of order, administer oaths, bring to vote all matters required of Board action, and together with the Secretary, authenticate the record of meetings, actions, orders, certificates and other proceedings of the Board.
  4. The Vice-Chair shall perform the duties of the Chair in the Chair's absence.
  5. The Secretary shall issue all required notices of meetings, including notices to members. At the direction of the Chair, the Secretary shall prepare the agenda, distribute required documentation to Board members, record the proceedings and prepare minutes of the meetings, maintain official records and files of the Board and conduct the general correspondence of the Board. The Secretary will receive and process all applications for appeal filed with the Board.
6. Election of Officers.
- a. The Board shall elect a Chair and Vice-Chair, as well as an Open Meetings Act representative, whose terms shall be for two years or until their successors have been elected.

- b. The Secretary of the Board shall preside over the nomination and election of the Chair. Thereafter, the Chair shall preside over the meeting and conduct and supervise the nomination and election of a Vice-Chair.
- c. Should the office of Chair become vacant for any reason, the Vice-Chair shall become the Chair for the duration of the unexpired term and the Board shall elect a new Vice-Chair to fill the unexpired term.

### **Section III. Meetings.**

#### *A. Open Meetings Act.*

- 1. All meetings of the board shall be open to the public, except that the Board may hold closed sessions in accordance with the Maryland Open Meetings Act.
- 2. Public Attendance.
  - a. At any open session of the Board, the general public is invited to attend and observe.
  - b. Except in instances when the Board expressly invites public testimony, questions, comments, or other forms of public participation, or when public participation is otherwise authorized by law, no member of the public attending an open session may participate in the session.
- 3. Disruptive Conduct.
  - a. A person attending an open session of the Board may not engage in any conduct, including visual demonstrations such as the waving of placards, signs, or banners, that disrupts the session or that interferes with the right of members of the public to attend and observe the session.
  - b. The Chair may order any person who persists in conduct prohibited by subsection (a) of this section or who violates any other regulation concerning the conduct of the open session to be removed from the session and may request police assistance to restore order.
  - c. The Chair may recess the session while order is restored.
- 4. Recording, Photographing, and Broadcasting of Open Session.
  - a. A member of the public, including any representative of the news media, may record discussions of the Board at an open session by means of a tape recorder or any other recording device if the device does not create an excessive noise that disturbs members of the Board or other persons attending the session.
  - b. A member of the public, including any representative of the news media, may photograph or videotape the proceedings of the Board at an open session by means of any type of camera if the camera: (1) Is operated without excessively bright artificial light that disturbs

members of the Board or other persons attending the session; and (2) Does not create an excessive noise that disturbs members of the Board or other persons attending the session.

c. A representative of the news media may broadcast or televise the proceedings of the Board at an open session if the equipment used: (1) Is operated without excessively bright artificial light that disturbs members of the Board or other persons attending the session; and (2) Does not create an excessive noise that disturbs members of the Board or other persons attending the session.

d. The presiding officer may restrict the movement of a person who is using a recording device, camera, or broadcasting or television equipment if such restriction is necessary to maintain the orderly conduct of the session.

5. Recording Not Part of Record. A recording of an open session made by a member of the public, or any transcript derived from such a recording, may not be deemed a part of the record of any proceeding of the Board.

#### B. *Meetings.*

1. Meetings shall be held on an as-needed basis.

2. Meetings of the Board shall be convened by the Chair, or in the Chair's absence, the Vice-Chair. In the event both are absent, the regular member in attendance with the greatest seniority of service shall act as Chair.

3. The Chair or, in the Chair's absence, the acting Chair may administer oaths.

4. The Board shall record and keep minutes of its proceedings, which show the vote of each member upon each question, or, if a member is absent or fails to vote, the minutes shall indicate such fact. The Board shall keep recordings of all proceedings, records of its examinations and other official actions, all of which shall be filed immediately in the office of the Board and shall be a public record open to inspection during the hours of normal operation of the office. Copies of the minutes shall be made available to interested parties. A party who requests a copy of the recording or its transcript shall pay the cost of the recording or transcript.

5. The Board, in its discretion, for any reasonable purpose stated, may decide to continue a public hearing to any other reasonable time, place or location it deems advisable. The appellant/applicant, as well as all other interested parties who registered at the initial hearing, shall be notified in person or in writing of the date, time and place of the continuance meeting.

#### C. *Order of Business.*

1. The Chair, or the Chair's assigns, may call each case to be heard by the Board.



2. The Chair shall administer oaths.
3. The Chair shall, at the Chair's discretion, take such steps as necessary to ensure the proper and orderly conduct of meetings. In order to afford all persons an opportunity to be heard on an appeal or other agenda item, the Chair may impose reasonable time limits upon comments.
4. Each party has the following rights at a hearing:
  - a. To call and examine witnesses on any matter relevant to the issues of the hearing;
  - b. To introduce documentary and physical evidence;
  - c. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing; and
  - d. To represent themselves or to be represented by anyone of their choice who is lawfully permitted to do so.

*D. Quorum and Voting.*

1. Three members shall constitute a quorum. The Chair shall be counted in reaching a quorum. A member of the Board shall recuse themselves from participating in a matter in which the member may have a conflict of interest or an appearance of a conflict of interest. If a majority of the Board does not approve the application or find in the favor of the appellant, the Board's inability to reach a decision by majority vote shall result in denial of the application or appeal.
2. Questions put to a vote are decided by a majority of the members present and voting; however, no decision shall be made in the absence of a quorum.
3. A tie vote by the Board shall be interpreted as a defeat of the motion upon which the vote was taken.
4. The Secretary shall record the name of the Board member making each motion and the name of the member who seconds the motion.
5. Each motion shall contain a statement of the findings of fact and grounds forming the basis of the Board's action or decision, and the full text of said motion and record of members' votes shall be incorporated in the minutes of the Board.

6. The official date of the Board's decision shall be that date shown on the Notice of Decision sent to the applicant and/or their representative.
7. No application requesting the same relief previously ruled upon by the Board shall be heard by the Board for a period of one (1) year following the date of the decision.


E. *Appeals.* Any applicant, appellant or interested person aggrieved by a decision of the Board shall have the right to appeal that decision to the Circuit Court for Wicomico County. Any appeal shall be noted in the Circuit Court within 30 days of the Board's decision

#### **Section IV. Amendments.**

These Rules of Procedure, and any part thereof, may be amended by the Board, subject to approval by the City Council.



City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

To: Andy Kitzrow, City Administrator  
From: Richard D. Baldwin, Director of Infrastructure and Development   
Date: March 27, 2023  
Re: Fee Schedule Changes

---

The attached ordinance to change the fee schedule includes the following:

1. Inclusion of fees for the newly created Board of Appeals from Housing and Community Development
2. Provide clarifying language to the Development Review Fees
3. Split the water meter fees to accommodate for supply chain price increases and add installation cost for meter sizes not currently listed.

Unless you or the Mayor has further questions, please forward a copy of this memo and the attached draft ordinance to the City Council.

Attachments:  
1 – Draft ordinance

1 **ORDINANCE NO. \_\_\_\_\_**

2 **AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO SET FEES**  
3 **FOR THE NEWLY CREATED BOARD OF APPEALS AND TO AMEND AND**  
4 **SUPPLEMENT THE FEE SCHEDULE FOR FY 2023.**

5 **RECITALS**

6 **WHEREAS**, pursuant to Ordinance No. 2769, the City of Salisbury (“City”) has amended the  
7 Salisbury City Code to combine the Housing Board of Adjustment and Appeals, the Building Board of  
8 Adjustment and Appeals, and the Board of Zoning Appeals into a new board known as the “Board of  
9 Appeals”; and

10 **WHEREAS**, as further detailed in Ordinance 2769, the fees for matters before the Board of  
11 Appeals are to be set from time to time by the Council of the City of Salisbury;

12 **WHEREAS**, Ordinance 2723 set fees for FY2023 and the City desires to supplement that  
13 Ordinance by establishing fees for the newly created Board of Appeals;

14 **WHEREAS**, the City Department of Infrastructure and Development desires to amend certain  
15 provisions of Ordinance 2723 by revising and clarifying certain fees for FY2023;

16 **WHEREAS**, as detailed on the Exhibit 1, the City Department of Infrastructure and Development  
17 recommends revising the language relating to the Development Plan Review Fee to add further clarification  
18 and description;

19 **WHEREAS**, the water meter fee charged by the City Department of Infrastructure and  
20 Development reflects the actual cost of the meter. Due to supply chain issues, the cost of water meters has  
21 increased. As detailed on the Exhibit 1, the City Department of Infrastructure and Development seeks to  
22 amend the water meter fee to ensure the fee is reflective of the market rate;

23 **WHEREAS**, the water meter setting fee charged by the City Department of Infrastructure reflects  
24 the cost for City staff to install the meter. Previously the water meter setting fee and water meter fee were  
25 combined. Exhibit 1 creates a distinction between these two fees; and

26 **WHEREAS**, the Department of Infrastructure and Development recommends that the attached fee  
27 schedule be added to Ordinance No. 2723 so the fees may be collected in FY 2023.

28 **NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE**  
29 **CITY OF SALISBURY** as follows:  
30

31 **Section 1.** That the fee amounts included in the attached Exhibit 1 are adopted by the City of  
32 Salisbury and the amounts set forth therein shall supersede the prior corresponding fee amounts prescribed  
33 in the Salisbury Municipal Code and Ordinance No. 2723 until one or more of the said fees are subsequently  
34 amended.  
35

36 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
37 **SALISBURY**, as follows:  
38

39 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision  
40 of this Ordinance shall be deemed independent of all other provisions herein.  
41

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

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**Section 4.** 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 4.

**Section 5.** This Ordinance shall become effective upon 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 \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.


\_\_\_\_\_  
**John R. Heath, Acting Mayor**

## EXHIBIT 1

<b>Board of Appeals Fees</b>		
Title - 8 Health and Safety Code Appeal	200	Per appeal, plus advertising costs if required.
Title - 12 Streets, Sidewalks and Public Places Code Appeal	200	Per appeal, plus advertising costs if required.
Title - 15.22 Vacant Buildings Code Appeal	250	Per appeal, plus advertising costs if required.
Title - 15.26 Rental Registration	250	Per appeal, plus advertising costs if required.
Title - 15.27 Chronic Nuisance Property	250	Per appeal, plus advertising costs if required.
Title - 15.24.280 Condemnation	250	Per appeal, plus advertising costs if required.
Title - 15.24.325 Plan for Rehabilitation	250	Per appeal, plus advertising costs if required.
Title - 15.24.350 Failure to Comply with Demolition Order	250	Per appeal, plus advertising costs if required.
Title - 15.24.950 Occupancy	250	Per appeal, plus advertising costs if required.
Title - 15.24.1640 Order to Reduce Occupancy	250	Per appeal, plus advertising costs if required.
Title – 17 All requests for variances, special exceptions and other zoning appeals	150	Per appeal/application, plus advertising costs if required.
All other appeals/applications to the Board of Appeals	150	Per appeal/application, plus advertising costs if required.
<b>Development Plan Review Fee (1536)</b>		
Development plans may consist of but not limited to the following: Stormwater Management, Grading, Landscaping, Lighting, Site Layout, Traffic Control, and Utilities.		
Fee for review of development plans	1,000	Plus \$50 per disturbed acre. Subsequent submittals, which generate additional comments, may be charged an additional \$500.
Fee for review of development plans exempt from stormwater management under 13.28.040.B.3 of the code	400	
<b>Water Meter and Setting Fee (Per Code 13.02.070)</b>		
Water meter setting fee for installation of water meter when tap is done by a contractor. Water meter fee is the cost of the meter.		
<b>Meter Setting Fees - In City:</b>		
3/4 Water Meter	125	Per Connection
1" Water Meter	125	Per Connection
1 ½" Water Meter	150	Per Connection
2" Water Meter	150	Per Connection
Larger than 2"	1,000	Per Connection
<b>Meter Setting Fees - Out of City:</b>		
3/4 Water Meter	175	Per Connection
1" Water Meter	175	Per Connection
1 ½" Water Meter	200	Per Connection
2" Water Meter	200	Per Connection
Larger than 2"	1,250	Per Connection
<b>Meter Fees</b>		
3/4 Water Meter	400	
1" Water Meter	500	
1 ½" Water Meter		* Determined by current market price of the meter
2" Water Meter	1,200	
Larger than 2"		* Determined by current market price of the meter



City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

To: Andy Kitzrow, City Administrator  
From: Richard D. Baldwin, Director of Infrastructure and Development   
Date: March 27, 2023  
Re: US Rt 13 – JD Oliver Annexation

---

Attached is the referenced annexation package for the April 2, 2023 City Council work session. The property is located on the east side of US RT 13, just north of the Centre at Salisbury and consists of approximately 13.49 acres. The site is improved with two buildings and the most recent use was Barr International. It is the developers' intent to continue the existing use.

Unless you or the Mayor has further questions, please forward a copy of this memo and the attached draft ordinance to the City Council.

Attachments:

- 1 – Petition for Annexation
- 2 - Annexation Plan



MCALLISTER  
DETAR  
SHOWALTER  
& WALKER

Ryan D Showalter  
rshowalter@mdswlaw.com  
(410) 820-0259 Direct

March 8, 2023

***VIA FEDERAL EXPRESS***

William Holland, Building Official  
Infrastructure & Development  
125 N. Division Street, B13  
Salisbury, MD 21801

***Re: 2407 N. Salisbury Blvd Proposed Annexation***

Dear Mr. Holland:

Enclosed please find an Annexation Petition and Annexation Plat, which reflects the survey information of the existing improvements on the subject property, along with a check in the amount of \$15,000.00.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Ryan D. Showalter', is written over a printed name.

Ryan D. Showalter

RDS/kab

cc: Heather Konyar, Esq. (via electronic mail)



# CITY OF SALISBURY

## *PETITION FOR ANNEXATION*

---

To the Mayor and Council of the City of Salisbury;

WHEREAS, JDOLiver, LLC (the "Applicant") owns that certain lot or parcel of land located at 2407 N. Salisbury Blvd., Salisbury, Maryland 21801, further described as Tax Map 29, Grid 11, Parcel 158, and identified as "Lands now or formerly of JDOLiver, LLC, Liber 5139, folio 382, 13.49 acres" on an annexation plat entitled "ANNEXATION PLAT OF PARCEL 158 FOR JDOLIVER, LLC, SITUATE AT 2407 NORTH SALISBURY BOULEVARD, SALISBURY, WICOMICO COUNTY, MARYLAND," prepared by Frederick, Seibert & Associates, Inc., dated February 16, 2023 (the "Annexation Plat"), consisting of 13.49 acres, more or less (the "JDOLiver Property"); and,

WHEREAS, as shown on the Annexation Plat, a small portion of the JDOLiver Property comprised of 0.02 acres, more or less, is located within the municipal boundaries of the City of Salisbury, Maryland (the "City") while the balance of the JDOLiver Property comprised of 13.47 acres, more or less, is located adjacent to and outside the City's municipal boundaries; and,

WHEREAS, the Applicant desires the City to annex substantially all of the JDOLiver Property into the City, save for a small strip of land along the Property's eastern boundary identified on the Annexation Plat as "AREA TO REMAIN IN COUNTY 0.15 AC.", consisting of 0.15 acres more or less, which strip is necessary in order to prevent the creation of an illegal enclave of unincorporated County land immediately north of the JDOLiver Property; and,

WHEREAS, to avoid the creation of an illegal enclave and to refine the City's municipal boundary, the Applicant is requesting that the City incorporate the following additional areas of land as shown and described on the Annexation Plat: (1) a 0.19 acre area, more or less, identified on the Annexation Plat as "AREA TO BE ANNEXED 0.19 AC.", being "LANDS OF CROSS LAKE, LLC, LIBER 4868, FOLIO 225, PARCEL 3, PLAT CABINET 8, FOLIOS 75-298"; (2) a 0.37 acre area, more or less, identified on the Annexation Plat as "AREA TO BE ANNEXED 0.37 AC.", being "LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 5 OF LIBER 4811, FOLIO 43, PARCEL B, PLAT CABINET 8, FOLIOS 75-298"; and, (3) a 0.20 acre area, more or less, identified on the Annexation Plat as "AREA TO BE ANNEXED 0.20 AC.", being "LANDS OF SALISBURY MALL REALTY HOLDING, LLC, PARCEL 2 OF LIBER 4811, FOLIO 43, PARCEL 4, PLAT CABINET 8, FOLIOS 75-298" (collectively, the "Additional Property"); and,

WHEREAS, the Applicant is the owner of at least 25% of the assessed valuation of real property in the area to be annexed, and there are no registered voters who are residents in the area to be annexed; and,

WHEREAS, the Applicant desires the City to annex the JD Oliver Property and the Additional Property into City of Salisbury, Maryland.

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

Parcel(s)      Tax Map 29, Parcel 158 (JD Oliver, LLC)  
(13.32 AC± area to be annexed);

Together with the following additional areas of land owned by others:

Tax Map 119, Parcel 237 (Parcel 3) (Cross Lake, LLC)  
(0.19 AC± area to be annexed);

Tax Map 119, Parcel 237 (Parcel B) (Salisbury Mall Realty  
Holding, LLC)  
(0.37 AC± area to be annexed); and,

Tax Map 119, Parcel 237 (Lot 4) (Salisbury Mall Realty  
Holding, LLC)  
(0.20 AC± area to be annexed).

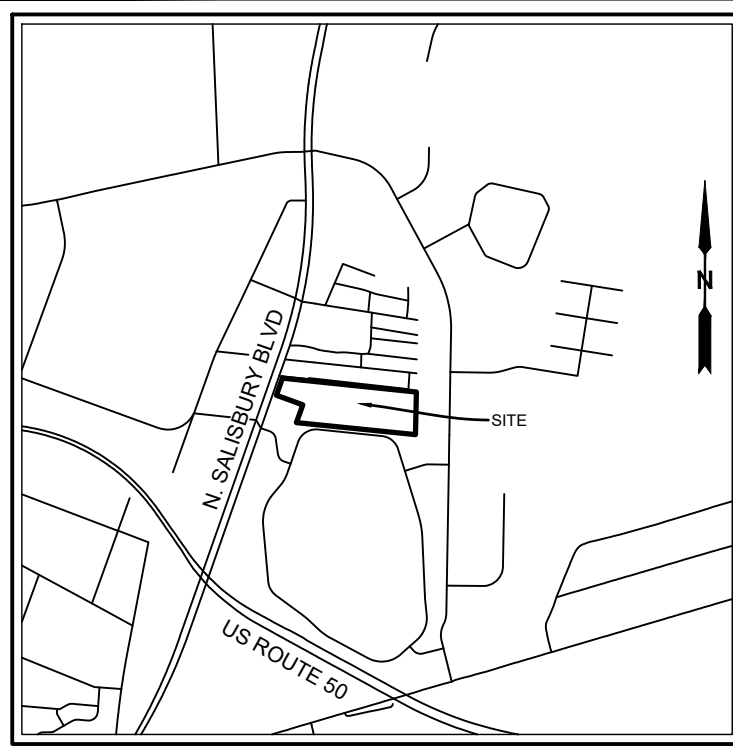
SIGNATURE

APPLICANT:

JD OLIVER, LLC

  
By: Ryan D. Showalter, Authorized Person

3/8/23  
Date



VICINITY MAP  
SCALE 1"=2000'

LEGEND	
	= PROPERTY LINE
	= CORPORATE BOUNDARY LINE
	= CORPORATE BOUNDARY TO BE VACATED
	= PROPOSED CORPORATE BOUNDARY
BL	= BOUNDARY LINE
CBL	= CORPORATE BOUNDARY LINE

ANNEXATION TABLE	
Lands of JDOliver, LLC	13.32 Acres
Lands of Cross Lake, LLC	0.19 Acre
Lands of Salisbury Mall Realty Holdings (Parcel 5)	0.35 Acre
Lands of Salisbury Mall Realty Holdings (Parcel 2)	0.19 Acre
<b>Total New Annexation</b>	<b>14.05 Acres</b>

Land Surveyor's Certification

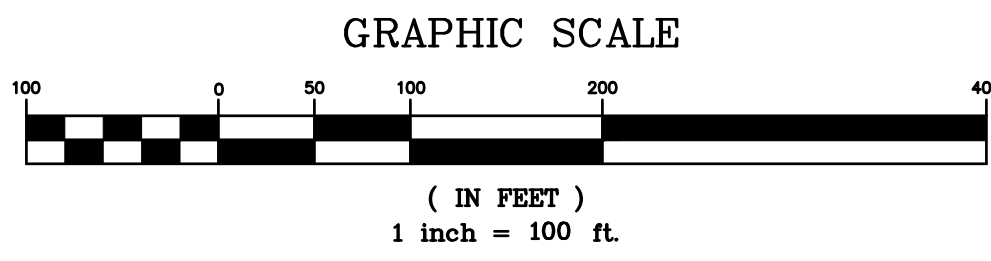
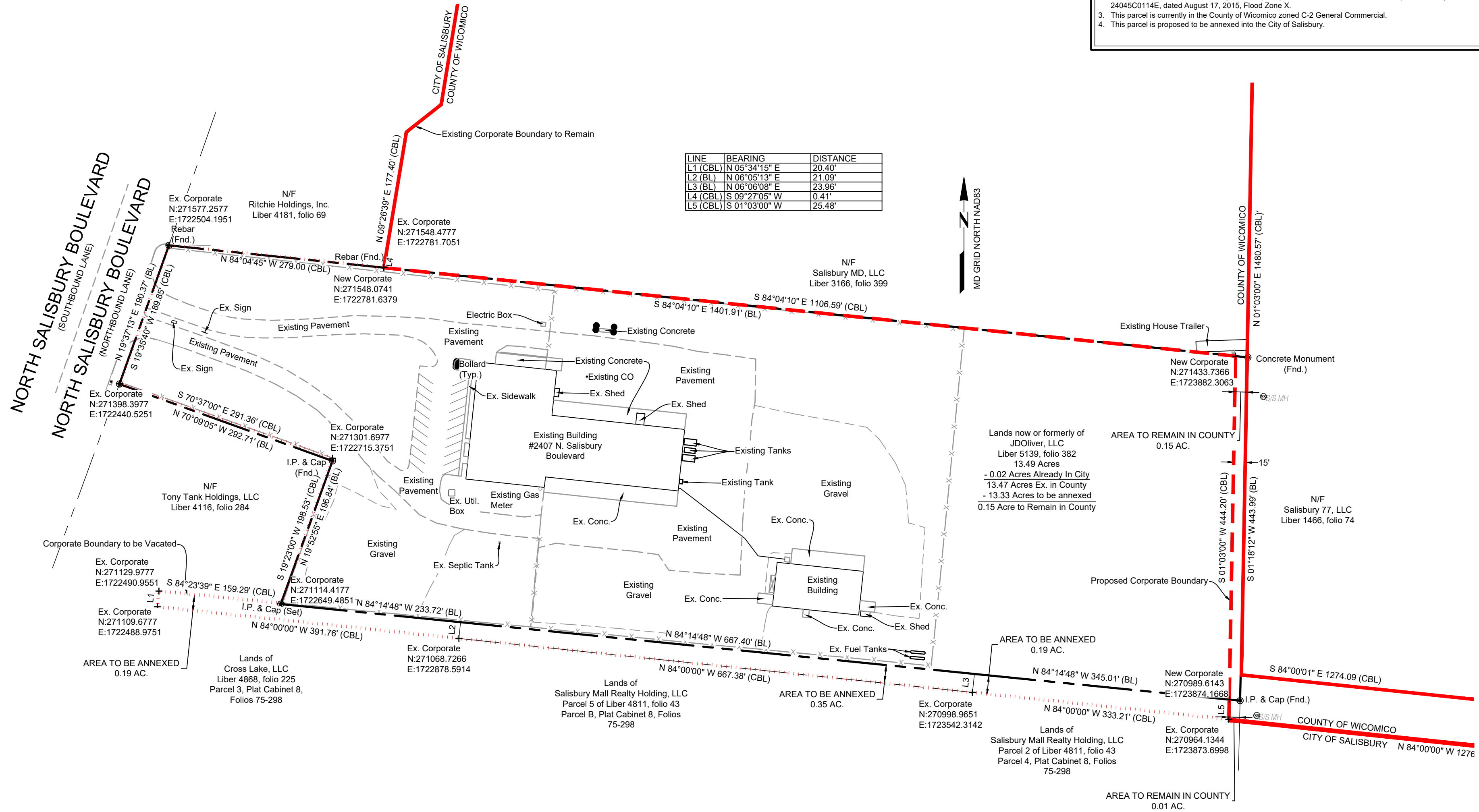
I hereby certify to the best of my professional knowledge and belief that the plat shown hereon is correct; that it is part of the land described in a deed from Cross Lake, LLC, to JDOliver LLC, dated July 29, 2022, recorded among the Land Records of Wicomico County, Maryland, in Liber 5139, folio 382, part of Parcels 2 and 5 of the land described in a deed from RPI Salisbury Mall, LLC, to Salisbury Mall Realty Holding, LLC, dated February 10, 2021, recorded among the Land Records of Wicomico County, Maryland in Liber 4811, folio 43, and of part of the land described in a deed from Freeze Enterprises, LLC, to Cross Lake, LLC, dated May 28, 2021, recorded among the Land Records of Wicomico County, Maryland in Liber 4868, folio 225; that this boundary survey was personally prepared by me or that I was in responsible charge over its preparation; and the surveying work reflected hereon is in compliance with the requirements set forth in COMAR 09.13.06.03 in effect at the time this survey was performed.

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional land surveyor under the laws of the State of Maryland, License No. 10731, Expiration Date: January 16, 2024.

3/1/2023  
Date

General Notes

- Bearings, distances and coordinates are based on MD Grid NAD83.
- This parcel does not lie in the 100 year flood plain per FEMA Flood Insurance Rate Map, Community Panel No. 24045C0114E, dated August 17, 2015, Flood Zone X.
- This parcel is currently in the County of Wicomico zoned C-2 General Commercial.
- This parcel is proposed to be annexed into the City of Salisbury.



**FSA**

**FREDERICK SEIBERT & ASSOCIATES, INC.**  
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**CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS**

128 SOUTH POTOMAC STREET  
HAGERSTOWN, MD 21740  
301.791.3600

16 EAST MAIN STREET  
NEW BLOOMFIELD, PA 17088  
717.276.7501

506 SOUTH HANOVER STREET  
CHARLESTON, PA 17013  
717.701.6111

ANNEXATION PLAT  
OF  
PARCEL 158  
FOR  
JDOliver, LLC  
SITUATE AT 2407 NORTH SALISBURY BOULEVARD  
SALISBURY  
WICOMICO COUNTY, MARYLAND

PROJECT NO.	2022-0020
DWN BY	LEJ
DATE	2.16.2023
PROJECT MANAGER	JTD
EMAIL	JDoty@fisa-inc.com
ELECTION DISTRICT	05
PROPERTY INFORMATION	29-11-158/237
ACCOUNT NO.	05-049687/107180/107172/107199
SCALE	1" = 100'
SHEET TITLE	

**ANNEXATION PLAT**

SHEET 01 OF 01



# City of Salisbury

## MEMORANDUM

**To:** City Council

**From:** Allen Swiger, ABCD Director  
Scott Roberts, ABCD Assistant Director

**Subject:** Creativity Grant

**Date:** 3/14/23

---

Attached is an Ordinance to accept funding from the Maryland State Arts Council, Creativity Grant. The purpose of the Creativity Grant is to strengthen the vitality and sustainability of artists and small organizations to maintain a strong and stable arts infrastructure in the State of Maryland. The Creativity Grant also provides opportunities to serve the growing needs of relevant arts projects and collaborations within Maryland communities.

This funding, in the amount of \$4,000, will be utilized to provide artist stipends and supplies for the 2023 Bundle Up And Get Outside (BUAGO) program. BUAGO is an interactive art experience that is free to the community and takes place throughout the City Park.

Included is the proposed Grant Agreement.

January 31, 2023  
Creativity Grant  
2023-19180

## MARYLAND STATE ARTS COUNCIL GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is made by and between the Maryland State Arts Council ("MSAC"), a unit of the Department of Commerce (the "Department"), a principal department of the State of Maryland ("State") and [City of Salisbury, MD] ("Grantee") whose Federal Identification Number (FID) or Social Security Number (SSN) is 52-6000806.

### RECITALS

Grantee has requested grant assistance from MSAC in order to undertake activities consistent with Title 4, Subtitle 5 of the Economic Development Article of the Annotated Code of Maryland, which authorizes MSAC to make grants to organizations and individual artists in order to create a nurturing climate for the arts in the State and to ensure that the role of the arts in the lives of citizens of the State shall continue to grow and play a significant part in their welfare and educational experience.

The General Assembly of Maryland has authorized the grant assistance through an appropriation in the annual state budget.

MSAC is also authorized to use certain funds received by various federal entities to help fund its grant assistance programs. All, some, or none of the funds disbursed through this Agreement may be from such federal funding. In the event that some of the funds disbursed through this Agreement contain federal funding, MSAC will make the Grantee aware and Grantee acknowledges and agrees that it may be required to adhere to certain rules, regulations, and/or guidelines imposed by the federal entity providing the federal funding.

MSAC has approved the award of grant funds to the Grantee, to be expended by Grantee in accordance with the terms and conditions of this Agreement.

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

1. **Grant.** Subject to the continuing availability of funds, as determined by MSAC in its sole discretion, MSAC agrees to provide Grantee with funds in an amount not to exceed [\$4,000.00] (the "Grant Funds").

2. **Application.** Grantee's application for grant assistance (the "Application") is available to grantee in Smart Simple where Grantee submitted the application. Grantee can view the application by logging into Smart Simple ([marylandarts.smartsimple.com](http://marylandarts.smartsimple.com)) with their login and password. Grantee warrants and certifies that all of the information and representations contained in the Application are and remain true and complete in all material respects. The Application is incorporated herein as Exhibit A.

3. **Grant Guidelines.** Grantee acknowledges receipt of the FY 2023 Grant Guidelines and Information available on the MSAC website <http://www.msac.org> under the appropriate grant type, incorporated herein by reference, and agrees to abide by its terms and conditions.

4. **Use of Grant Funds:** Grantee will use Grant Funds in accordance with the activities described in Exhibit A and in accordance with all applicable guidelines set forth in Provision 3 above.

5. **Grantee shall not use any Grant Funds to make contributions:**

- (a) to any persons who hold, or are candidates for, elected office;
- (b) to any political party, organization, or action committee; or
- (c) in connection with any political campaign or referendum.

6. **Term of Agreement.**

This Agreement is effective upon execution by MSAC. Unless sooner terminated pursuant to Section 18 or 19 of this Agreement or by the mutual consent of Grantee and MSAC, this Agreement shall remain in effect until the final amounts of the Grant have been disbursed, all reports and records due by the Grantee have been received by MSAC, and there has been a final settlement and conclusion between MSAC and Grantee of all issues arising out of the Grant. It is anticipated and agreed that all reports and records due by Grantee shall be delivered to MSAC no later than the final report due date as communicated to the grantee in grant guidelines, if not sooner as provided otherwise herein or in any exhibit attached and incorporated herein, and that the final settlement and conclusion between MSAC and Grantee shall be no later than the final report due date. Failure by the Grantee to deliver all reports and records by the final report due date and failure by Grantee to provide MSAC with all necessary documents and information to reach final settlement and conclusion by the final report due date shall constitute a material breach by the Grantee of this Agreement.

7. **Disbursement.**

(a) (i) Except for Grantees notified pursuant to paragraph (ii) below, Grants for Organizations grants and Community Arts Development grants, up to seventy five percent (75%) of the Grant shall be disbursed to Grantee upon full execution of the Agreement, provided that Grantee has submitted all reports and documentation for prior year grant(s) required by MSAC, if applicable. The remaining Grant funds shall be disbursed to Grantee after Grantee has met grant report requirements, such as submitting a satisfactory interim report.

(ii) For Grantees notified by MSAC, payment will occur in four payments of 25% based on the review of additional required documentation (quarterly fiscal actuals v. projections; quarterly updated financial recovery plan) by the MSAC Program Director, MSAC Grants Director, MSAC Executive Director, Assistant Secretary of Commerce and/or Secretary of Commerce. Payment release is based on the approval of the quarterly submission review.

(b) For Arts in Education grants, Independent Artist Awards, Maryland Touring grants, Maryland Traditions

Grants, Public Art Across Maryland grants, Network Organizational Development grants, Creativity Grants, and other grants to organizations and independent artists, up to 100% of the Grant shall be disbursed to Grantee upon full execution of the Agreement, provided that Grantee has submitted all reports and documentation for prior year grant(s) required by MSAC, if applicable.

**8. Indirect Costs.**

(a) If Grantee is a nonprofit entity under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, Grant Funds may be applied to indirect costs in accordance with § 2-208 of the State Finance and Procurement Article, Annotated Code of Maryland.

(b) If Grantee opts to apply Grant Funds to indirect costs:

(i) the total amount of Grant Funds provided under this Grant Agreement will not be increased;

(ii) the costs to be paid with Grant Funds under this Agreement as described in Exhibit A of this Agreement will be reduced on a pro rata basis to reflect that certain indirect costs have been paid with Grant Funds; and

(iii) Grantee shall report any Grant Funds applied to indirect costs in funding requests and financial reports submitted to Commerce and shall provide the basis and documentation for the calculation of indirect costs in compliance with subsection (a) of this section.

**9. Inspection of Records.** Grantee shall allow any duly authorized representative of MSAC, the Department, or the State to inspect and audit, at reasonable times, all records and documents of Grantee relating to this Grant, which records shall be retained by Grantee for at least three (3) years after the termination of this Agreement.

**10. Acknowledgement.** Grantee shall acknowledge MSAC funding in all programs and promotional materials relating to the funded activities in the manner set forth in the Grant Recognition Guidelines, which can be viewed on the MSAC website, <https://msac.org/resources/recognizing-msac-grants>, incorporated herein by reference.

**11. Reports.** Grantee shall provide MSAC with reports or information in a form acceptable to the MSAC, as MSAC may from time to time require.

**12. Unused Funds.** Grantee shall repay to MSAC any disbursed Grant Funds not spent or obligated by Grantee on or before June 30, 2023.

**13. Fair Practices Certification.** Grantee certifies that it prohibits, and covenants that it will continue to prohibit, discrimination on the basis of: (a) political or religious opinion or affiliation, marital status, race, color, creed, ancestry genetic information, or national origin; or (b) age, sex, sexual orientation, gender identification, or any otherwise unlawful use of characteristics, except when such characteristic constitutes a bona fide occupational qualification; or (c) the physical or mental handicap of a qualified handicapped individual. Upon the request of MSAC, Grantee will submit to MSAC information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin.

**14. Anti-Discrimination.** Grantee shall operate under this Agreement so that no person, otherwise qualified, is denied employment, subcontract, or other benefits on the basis of race, color, religion, creed,

age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment or contract, or the individual's refusal to submit to a genetic test or make available the results of a genetic test. Except in subcontracts for standard commercial supplies or raw materials, Grantee shall include a clause similar to this clause in all subcontracts. Grantee and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Grantee shall not retaliate against any person for reporting instances of such discrimination. The Grantee further covenants that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

**15. Legal Compliance.** Grantee covenants that it shall comply with all applicable federal, State, and local laws and regulations. Grantee acknowledges and agrees that it is responsible for knowing and understanding all applicable federal, State, and local laws and regulations.

**16. Grantee's Certifications.** Grantee certifies to MSAC that:

(a) Grantee, if a corporation or other form of limited liability entity, is duly organized and validly existing under Maryland law, and has all requisite power and authority to enter into this Agreement; and

(b) This Agreement has been duly authorized, executed and delivered by 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.

**17. Drug and Alcohol-Free Workplace.** Grantee warrants that Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces as set forth in COMAR 01.01.1989.18.

**18. Default, Repayment and Remedies.**

(a) A default shall consist of (i) any use of Grant Funds for any purposes other than authorized by this Agreement; or (ii) any breach of any covenant, agreement, provision, representation or warranty of Grantee which was made in this Agreement.

(b) Upon the occurrence of any default, MSAC immediately may suspend Grantee's authority to receive any undisbursed Grant funds by written notice at any time to Grantee.

(c) Upon the occurrence of any default, Grantee shall have 30 days from the date MSAC's notice is postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured the default to the satisfaction of MSAC, MSAC may terminate this Agreement. In the event of termination:

(i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed;

(ii) MSAC may immediately demand repayment of all or any portion of the Grant Funds which have been disbursed; and

(iii) MSAC's remedies of withholding disbursement and of obtaining repayment as described in Section 18(c) (i) and (ii) above may be exercised contemporaneously with remedies pursuant to Section 18(d)



below, and all of such rights shall survive any termination of this Agreement.

(d) If a default occurs, MSAC may at any time proceed to protect and enforce all rights available to MSAC, by suit in equity, action at law, or by any other appropriate proceedings.

**19. Termination Prior to Expiration of Term Period** MSAC, the Department, and/or the State reserves the right to terminate this Agreement by written notice to Grantee if (a) the purpose of the Agreement can no longer be fulfilled or met and/or (b) it's in the best interest of the Grantor and/or the State to terminate. If so terminated, the Grantor shall disburse Grant Funds to cover the eligible expenses, as determined in its sole discretion by MSAC, incurred by Grantee prior to termination. Grantee shall return to Grantor any Grant Funds, in excess of permitted eligible expenses, received prior to such termination.

**20. Indemnification.** Grantee releases MSAC, the Department, the State, and its employees or agents from, agrees that MSAC, the Department, the State, and its employees or agents shall not have any liability for, and agrees to protect, indemnify and save harmless MSAC, the Department, the State, and its employees or agents from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, all or any of them, as a result of or in connection with the Grant. All money expended as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a 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 MSAC, the Department, the State, and/or its employees or agents, as their interests may appear. If Grantee is a government agency of the State of Maryland, any and all such indemnification obligations of Grantee are conditioned upon the availability of appropriations for use by Grantee at the time such indemnification obligations arise; further, if Grantee is a government agency of the State of Maryland, any and all such indemnification obligations of Grantee are limited to the extent of the State of Maryland's statutory waiver of its sovereign immunity.

**21. 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 postmarked, postage prepaid, addressed as follows:

(a) Communications to MSAC shall be mailed to: Maryland State Arts Council, 401 E. Pratt Street, Suite 1400 Baltimore, MD 21202 or emailed.

(b) Communications to Grantee shall be mailed to Grantee or emailed.

**22. Amendment.** This Agreement, or any part hereof, may be amended from time to time only by a written instrument executed by both parties, or in the case of a modification of Section 4, by action of MSAC.

**23. Assignment.** Grantee may neither assign all or any of the benefits of, nor delegate all or any of the duties imposed upon Grantee by this Agreement, without the prior written approval of MSAC.

**24. Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

**25. Setoff.** The State has the right to set off and apply Grant Funds against amounts that Grantee may owe the State as an unpaid liability, without notice and without resort to any judicial proceeding. Should this occur, it will affect the amount of Grant Funds received by Grantee.

**26. Entire Agreement; Counterparts; Signatures.** This Agreement, together with any exhibits, documents, and/or electronic or internet based documents, incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution. This Agreement may be executed in any number of duplicate originals or counterparts, each of which such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

**THIS AGREEMENT**, together with the documents incorporated herein by reference, represents the complete, total and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution. THIS FORM WAS APPROVED FOR FORM AND LEGAL SUFFICIENCY BY AN ASSISTANT ATTORNEY GENERAL IN JULY 2022.

ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND STATE ARTS COUNCIL (MSAC) FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$4,000, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH BUNDLE UP AND GET OUTSIDE.**

**WHEREAS**, the City of Salisbury in December 2022 submitted a Creativity Grant application to the Maryland State Arts Council (MSAC), a principal department of the State of Maryland, for financial assistance in carrying out community art activities, specifically to include assistance to fund stipends for the artists associated with Bundle Up And Get Outside; and

**WHEREAS**, MSAC has awarded the Creativity Grant funds to the City of Salisbury in the amount of \$4,000; 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 John R. Heath, on behalf of the City of Salisbury, is hereby authorized to enter into a grant agreement with the Maryland State Arts Council, for the City’s acceptance of grant funds in the amount of \$4,000, to be allocated for assistance with Bundle Up And Get Outside.

**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 MSAC Revenue Account No. 10500-42XXXX-XXXXX by \$4,000.

(b) Increase Operating Expense Account No. 10500-546006-XXXXX by \$4,000.

**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.

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

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

51 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
52 Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance of  
53 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of  
54 the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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56 **ATTEST:**

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60 \_\_\_\_\_  
61 **Kimberly R. Nichols, City Clerk**

\_\_\_\_\_ **Muir W. Boda, City Council President**

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64 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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69 **John R. Heath, Mayor**

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# City of Salisbury

## MEMORANDUM

**To:** City Council

**From:** Allen Swiger, ABCD Director  
Scott Roberts, ABCD Assistant Director

**Subject:** NEA Grants for Arts Projects Grant

**Date:** 3/28/23

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Attached is an Ordinance to accept funding from the National Endowment for the Arts (NEA), NEA Grants for Arts Projects. The purpose of the Grants for Arts Projects is to provide comprehensive and expansive funding opportunities for communities. Through project-based funding, the program supports opportunities for public engagement with the arts and arts education, for the integration of the arts with strategies promoting the health and well-being of people and communities, and for the improvement of overall capacity and capabilities within the arts sector.

This funding, in the amount of \$10,000, will be utilized to reimburse funds spent on artist fees, interpretive signage, marketing and photography spent on the 81<sup>st</sup> National Folk Festival.

Included is the Grant Award Terms, Notice of Action and Projected Budget Form.

## **NATIONAL ENDOWMENT FOR THE ARTS - IMPORTANT INFORMATION**

**Recipient:** City of Salisbury, Maryland  
**Federal Award ID Number (FAIN):** 1865707-55-21  
**Period of Performance:** October 1, 2021 to December 31, 2022  
**Project:** To support the Maryland Folk Festival.

### **GENERAL TERMS AND CONDITIONS**

This award is subject to the *General Terms and Conditions for Grants and Cooperative Agreements to Organizations* (GTCs), which outline the administrative requirements that apply to your award and your obligations as a recipient. You are responsible for reviewing these Terms; failure to comply may result in the disallowance of project expenditures and/or the reduction or withdrawal of National Endowment for the Arts' support for your project.

The administration of this award and the expenditure of award funds are subject to any specific terms and conditions of this award, which may be attached as additional pages of the award notification, the Terms and Conditions/Important Information, and the GTCs (as noted above).

The GTCs implements Title 2 of the Code of Federal Regulations (2 CFR) including Subtitle A-Office of Management and Budget Guidance for Grants and Agreements and Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance, or Part 200), as revised August 13, 2020.

### **HOW TO MANAGE YOUR AWARD AND NATIONAL ENDOWMENT FOR THE ARTS eGMS REACH HANDBOOK**

The *How to Manage Your National Endowment for the Arts Award and eGMS REACH Handbook* is a companion piece to the GTCs. It includes information about reporting requirements, requesting payment, changes to your project, and other important information.

All materials and instructions for managing your award can be found on our website at [www.arts.gov/grants/manage-your-award/awards-after-oct1-2017](http://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017)

### **COST SHARE**

A non-federal cost share of 100% (1:1 match) is required unless otherwise indicated below.

- **Total Amount of Federal Award:** \$10,000.00
- **Total Approved Cost Share as Required by 20 USC 954(e):** \$10,000.00
- **Total Amount of the Federal Project including Approved Cost Share:** \$20,000.00

### **BUDGET AND OTHER NOTES**

The project budget submitted 2/26/2021 is approved.

The approved project budget is derived from your application, revised budget, and/or other communication. All costs must be incurred within the period of performance listed on your award Notice of Action. It is understood that the approved budget reflects estimated expenditures and that actual, allowable expenditures will be reported on all financial reports.

Unallowable costs that have been removed from your budget cannot be supported with Federal or cost share/matching funds and should not be included on any future reports for this award.

The budget cannot include overlapping project costs with any other direct Federal grant including awards

made directly by the National Endowment for the Arts or another Federal Agency (e.g., NEH, HUD, etc.) per 2 CFR §200.306 and Arts Endowment's Legislation. Arts Endowment funds that are sub-granted to you through a state or regional arts agency, or a local arts organization, or supporting your project through a partner, cannot be claimed as cost share/match on this award per 2 CFR §200.306 and NEA Legislation.

All activities supported with Arts Endowment or cost share/matching funds, including performance/touring activities as well as publications, websites, or other media projects, must be made accessible to people with disabilities in compliance with Section 504 and the ADA.

Any airfare charged to the award, whether domestic or foreign, may not exceed the value of the basic least expensive unrestricted accommodations class offered by a commercial carrier (2 CFR §200.475(d)). You are required to follow the provisions of the Fly America Act. See the General Terms & Conditions for additional information. Payments to foreign nationals and/or non-compliant travel to or from countries sanctioned by the U.S. Treasury Department's Office of Foreign Asset Control are unallowable.

Proper documentation must be maintained for all costs in the budget, including all salaries charged, in whole or in part, to this award (per 2 CFR §200.302, .334, .430(i)), as well as for all in-kind contributions claimed (per 2 CFR §200.302 and .334).



# OFFICIAL NOTICE OF ACTION

## National Endowment for the Arts

Action Taken: Award

Date of Action: 5/3/2021

Award Date: 5/3/2021

### FEDERAL AWARD INFORMATION

Federal Award ID Number (FAIN)	1865707-55-21
Award Recipient	City of Salisbury, Maryland
Award Recipient Unique Entity Identifier	030321699
Period of Performance	10/1/2021 - 12/31/2022
Budget Period	10/1/2021 - 12/31/2022
Assistance Listing Number/Title	45.024 Promotion of the Arts_ Grants to Organizations and Individuals
Does the award support Research & Development?	No
Award Description	To support the Maryland Folk Festival.
Grant Program and Office	Grants for Arts Projects, Folk & Traditional Arts

### AWARD AMOUNTS

Amount of Federal Funds Obligated by this Action	\$10,000.00
Total Amount of Federal Funds Obligated	\$10,000.00
Total Amount of the Federal Award	\$10,000.00

### RECIPIENT CONTACTS

Role	Name
Authorizing Official	Andy Kitzrow (User Name - AKitzrow) akitrow@salisbury.md
Grant Administrator	Caroline O'Hare (User Name - COHare) cohare@salisbury.md
Project Director	Caroline O'Hare (User Name - COHare) cohare@salisbury.md

### REMARKS

#### 1. COST SHARE

A non-federal cost share of 100% (1:1 match) is required unless otherwise indicated in the *Terms and Conditions/Important Information* document (20 USC § 954(e)).

2. The National Endowment for the Arts provides this award support pursuant to 20 USC §954-955.

#### 3. ACCEPTANCE OF AWARD

Submission of a Payment Request constitutes your agreement to comply with all the terms and conditions of the award and indicates your acceptance of this award.

#### 4. GENERAL TERMS AND CONDITIONS

This award is subject to the *General Terms and Conditions for Grants and Cooperative Agreements to Organizations* (GTCs), which outline the administrative requirements that apply to your award and your obligations as a recipient. You are responsible for reviewing these GTCs; failure to comply may result in the disallowance of project expenditures and/or the reduction or withdrawal of National Endowment for the Arts support for your project.

The administration of this award and the expenditure of award funds are subject to any specific terms and conditions of this award, which may be attached as additional pages of the award notification, the *Terms and Conditions/Important Information*, and the GTCs (as noted above).

The GTCs implements Title 2 of the Code of Federal Regulations (2 CFR) including Subtitle A-Office of Management and Budget Guidance for Grants and Agreements and Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance, or Part 200), as revised August 13, 2020

#### 5. HOW TO MANAGE YOUR AWARD AND eGMS REACH HANDBOOK

The *How to Manage Your National Endowment for the Arts Award and eGMS REACH Handbook* is a companion piece to the GTCs. It includes information about reporting requirements, requesting payment, changes to your project, and other important information.

6. All material can be found on our website at <https://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017>.

**OFFICIAL NOTICE OF ACTION**  
**National Endowment for the Arts**

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**[7. CONTACT INFORMATION](#)**

Email: [grants@arts.gov](mailto:grants@arts.gov) Phone (202) 682-5403.

**AWARDING OFFICIAL**



Meg Kowalik  
Lead Grants Management Specialist

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ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE NATIONAL ENDOWMENT OF THE ARTS (NEA) FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$10,000, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH THE 81<sup>ST</sup> NATIONAL FOLK FESTIVAL.**

**WHEREAS**, the City of Salisbury in February 2020 submitted a Grant for Arts Projects application to the National Endowment for the Arts (NEA), an independent federal agency established by Congress, for financial assistance in opportunities for public engagement with the arts and arts education, specifically to include assistance with the 81<sup>st</sup> National Folk Festival; and

**WHEREAS**, NEA has awarded Grant for Arts Projects funds to the City of Salisbury in the amount of \$10,000; and

**WHEREAS**, the \$10,000 granted to the City by NEA will be utilized to provide funding for the 81<sup>st</sup> National Folk Festival and to reimburse a portion of funds spent by the City on artist fees, interpretive signage, marketing, and photography costs associated with this event;

**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 John R. Heath, on behalf of the City of Salisbury, is hereby authorized to enter into a grant agreement with the National Endowment for the Arts, for the City's acceptance of grant funds in the amount of \$10,000, to be allocated for assistance with the 81<sup>st</sup> 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 NEA Revenue Account No. 10500-4XXXXX-XXXXX by \$10,000.

(b) Increase Operating Expense Account No. 10500-546006-XXXXX by \$10,000.

**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

49 apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of  
50 this Ordinance shall remain and shall be deemed valid and enforceable.

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

53 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
54

55 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
56 Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance of  
57 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council  
58 of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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60 **ATTEST:**

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

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65 **Muir W. Boda, City Council President**

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68 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
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72 \_\_\_\_\_  
73 **John R. Heath, Acting Mayor**  
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# City of Salisbury

## MEMORANDUM

**To:** City Council

**From:** Allen Swiger, ABCD Director  
Scott Roberts, ABCD Assistant Director

**Subject:** New Position – Events Coordinator

**Date:** 3/27/23

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Attached is an Ordinance to amend Authorized Positions to include a new Event Coordinator position to the Arts, Business and Culture Department (ABCD).

No additional funding is requested. As the City and the Salisbury Arts & Entertainment District (A&E) relationship transitions, surplus funds have been identified in the City's Development Services accounts (11600).

Over the years, A&E's Executive Director has been contracted to oversee the planning and execution of our staple Downtown Salisbury events including, but not limited to, 3<sup>rd</sup> Fridays, Friday Night Live Concert Series and our New Year's Eve Ball Drop. As ABCD proceeds to assume management of these events, it's imperative a dedicated staff position is added to maintain the standard our community expects from these events. The City of Salisbury is grateful for the many years of service A&E has provided and looks forward to supporting their future initiatives.

In addition, the position will assume a key role in supporting the development of ABCD's internal events including, but not limited to, Hops on the River, Riverfest, Zoo Stampede, Halloween Happenings and the Maryland Folk Festival.

The Events Coordinator will report directly to the Events and Culture Manager and work closely with our Event Technical Specialist. We believe the Council, and the City at large, will see the benefits of this additional position upon approval.

Please do not hesitate to reach out should you have any questions.

ORDINANCE No. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND AUTHORIZED POSITIONS TO INCLUDE AN ADDITIONAL EVENT COORDINATOR POSITION FOR THE ARTS, BUSINESS AND CULTURE DEPARTMENT.

WHEREAS, the Department of Arts, Business and Culture has a need for a new position titled "Events Coordinator"; and

WHEREAS, an Events Coordinator will enable the City continue to execute the City's staple Downtown Salisbury events including, but not limited to, 3rd Fridays, Friday Night Live Concert Series and the New Years Eve Ball Drop; and

WHEREAS, this position will assume a key role in supporting the development of ABCD's internal events including, but not limited to, Hops on the River, Riverfest, Zoo Stampede, Halloween Happenings and the Maryland Folk Festival; and

WHEREAS, because surplus funds have been identified in the City's Development Services Account, no additional funds are needed to fund this newly created position; and

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

Section 1. The City of Salisbury's Authorized Positions be amended to include an additional position titled "Events Coordinator" and be assigned a Grade 7.

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

Section 2. 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 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 4. 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 4.

Section 5. 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 \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023.

ATTEST:

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**Kimberly R. Nichols, City Clerk**

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**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**