



CITY OF SALISBURY CITY COUNCIL AGENDA

APRIL 24, 2023

6:00 p.m.

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

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:02 p.m. INVOCATION- Pastor Greg Carlson, Park Seventh-day Adventist Church
- 6:04 p.m. PROCLAMATION- Mayor John R. "Jack" Heath
- Autism Acceptance Month
- 6:09 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:10 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- March 27, 2023 Council Meeting Minutes
 - April 3, 2023 Work Session Minutes
 - April 3, 2023 Special Meeting Minutes
 - **Resolution No. 3251**- to approve the appointment of Olivia Wackett to the Sustainability Advisory Committee (Green Team) for term ending April 2026
 - **Resolution No. 3252**- to approve the appointment of Sandeep Gopalan to the Board of Appeals for term ending April 2026
 - **Resolution No. 3253**- to approve the re-appointment of Jeremy Wolfer to the Disability Advisory Committee for term ending April 2026
 - Approving the Manufacturing Exemption request for Ma-Tech for equipment purchased in 2020 and 2021
 - Approving the Manufacturing Exemption request for Smith's Interconnect for equipment purchased in 2021
- 6:12 p.m. RESOLUTIONS- City Administrator Andy Kitzrow
- **Resolution No. 3254**- to approve a service and equipment lease agreement between the City of Salisbury and the Wicomico County Board of Elections
- 6:15 p.m. ORDINANCES- City Attorney Ashley Bosché
- **Ordinance No. 2789**- 2nd reading- to set fees for the newly created Board of Appeals and to amend and supplement the Fee Schedule for FY 2023
 - **Ordinance No. 2790** – 2nd reading- to amend Authorized Positions to include an additional Event Coordinator position for the Arts, Business and Culture Department

- **Ordinance No. 2791**- 2nd reading- 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 81st National Folk Festival
- **Ordinance No. 2792**- 2nd reading- 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
- **Ordinance No. 2793**- 2nd reading- 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
- **Ordinance No. 2794**- 2nd reading- authorizing the Mayor to transfer from the Parking Fund and appropriate funds for the Parking Fund Automation Project in the Parking Capital Project Fund
- **Ordinance No. 2795**- 2nd reading- authorizing the Mayor to enter into a memorandum of understanding with the Wicomico County Local Behavioral Health Authority for the purpose of accepting Community Mental Health Services (COVID relief) Block Grant funds in the amount of \$12,562 and to approve a budget amendment to the Grant Fund to appropriate these funds for the Homeless Services Case Specialist position
- **Ordinance No. 2796**- 2nd reading- approving a budget amendment of the Water Sewer Capital Project Fund Budget to reallocate additional funds required for the Filter Project
- **Ordinance No. 2797**- 1st reading- approving a budget amendment of the FY2023 General fund budget to appropriate funds to the Salisbury Fire Department's Operating Budget
- **Ordinance No. 2798**- 1st reading- to 1) authorize the Mayor to enter into a contract with the Department of Housing and Community Development for the purpose of accepting grant funds in the amount of \$500,000; 2) authorize the Mayor to enter into a sub recipient agreement with Railroad Avenue Investments, LLC; and 3) to approve a budget amendment to the Grant Fund to appropriate the aforementioned funds to be used for eligible expenses associated with the Union Railway Station Stabilization Project
- **Ordinance No. 2799**- 1st reading- 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 \$25,000, and to approve a budget amendment to the Grant Fund to appropriate these funds to be used for eligible expenses associated with an event fund for the Main Street District
- **Ordinance No. 2800**- 1st reading- amending Chapter 1.08 of the Salisbury City Code, entitled "Election Board," and Chapter 1.12, entitled "City Campaign Advertising and Finance," to adopt recommendations made by the City of Salisbury Election Board
- **Ordinance No. 2801**- 1st reading- to authorize the Mayor to enter into a contract with the Maryland Department of Housing and Community Development (DHCD) for the purpose of accepting funds from the Connected Communities Grant in the amount of \$34,228 for the Anne Street Village Fiber Internet Project
- **Ordinance No. 2802**- 1st reading- appropriating the necessary funds for the operation

of the government and administration of the City of Salisbury, Maryland for the period July 1, 2023 to June 30, 2024, establishing the levy for the General Fund for the same fiscal period and establishing the appropriation for the Water and Sewer, Parking Authority, City Marina and Storm Water Funds

- **Ordinance No. 2803**- 1st reading- to amend Water and Sewer rates to increase rates by 12% and making said changes effective for all bills dated October 1, 2023 and thereafter unless and until subsequently revised or changed
- **Ordinance No. 2804**- 1st reading- to set fees for FY 2024 and thereafter unless and until subsequently revised or changed

6:55 p.m. PUBLIC COMMENTS

7:00 p.m. ADMINISTRATION and COUNCIL COMMENTS

7:05 p.m. ADJOURNMENT / MOTION TO CONVENE IN CLOSED SESSION TO CONSULT WITH COUNSEL TO OBTAIN LEGAL ADVICE ON A LEGAL MATTER

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

NEXT COUNCIL MEETING – May 8, 2023

- **PUBLIC HEARINGS**- Charter Amendments- Elections, Campaign Finance, Challengers & Watchers
- **PUBLIC HEARINGS**- FY24 Proposed Budget, Water and Sewer Rates, Fees, and Constant Yield Tax Rate
- Ordinance No. _ - 1st reading to accept funds received from recycling scrap metal SALKAP
- Ordinance No. _ - 1st reading- Labor Code
- **Ordinance No. 2797**- 2nd reading- approving a budget amendment of the FY2023 General fund budget to appropriate funds to the Salisbury Fire Department's Operating Budget
- **Ordinance No. 2798**- 2nd reading- to 1) authorize the Mayor to enter into a contract with the Department of Housing and Community Development for the purpose of accepting grant funds in the amount of \$500,000; 2) authorize the Mayor to enter into a sub recipient agreement with Railroad Avenue Investments, LLC; and 3) to approve a budget amendment to the Grant Fund to appropriate the aforementioned funds to be used for eligible expenses associated with the Union Railway Station Stabilization Project
- **Ordinance No. 2799**- 2nd reading- 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 \$25,000, and to approve a budget amendment to the Grant Fund to appropriate these funds to be used for eligible expenses associated with an event fund for the Main Street District
- **Ordinance No. 2800**- 2nd reading- amending Chapter 1.08 of the Salisbury City Code, entitled "Election Board," and Chapter 1.12, entitled "City Campaign Advertising and Finance," to adopt recommendations made by the City of Salisbury Election Board
- **Ordinance No. 2801**- 2nd reading- to authorize the Mayor to enter into a contract with the Maryland Department of Housing and Community Development (DHCD) for the purpose of

accepting funds from the Connected Communities Grant in the amount of \$34,228 for the Anne Street Village Fiber Internet Project

Join Zoom Meeting

<https://us02web.zoom.us/j/88163253286?pwd=K3RtZUhUMHNucDRPU2IHbnROQzZVUT09>

Meeting ID: 881 6325 3286

Passcode: 812389

Phone: 1.301.715.8592

Posted 4/21/23

CITY OF SALISBURY, MARYLAND

REGULAR MEETING

MARCH 27, 2023

PUBLIC OFFICIALS PRESENT

Council President Muir W. Boda Mayor John R. “Jack” Heath
Council Vice President April Jackson (Zoom) Councilwoman Angela M. Blake
Councilwoman Michele Gregory

PUBLIC OFFICIALS ABSENT

Councilwoman Megan Outten

IN ATTENDANCE

City Administrator Andy Kitzrow, City Attorney Ashley Bosché, City Clerk Kimberly Nichols,
and members of the public

PLEDGE OF ALLEGIANCE / CITY INVOCATION

The City Council met in regular session at 6:00 p.m. via Zoom and in Council Chambers.
Council President Boda called the meeting to order. After the recital of the pledge to the flag,
Pastor David L. McLendon of St. James A.M.E. Zion Church provided the City Invocation.

PRESENTATIONS- presented by Mayor John R. “Jack” Heath

Samuel Edward Everett Day Proclamation

Mayor Heath presented the proclamation to the family and friends of Samuel Edward Everett,
also known as “Mr. Wi Middle.” He loved his students and they loved him. He set up a program
where successful men mentored young male students through their love of basketball. He also
volunteered at the Salisbury Zoo for many years and won many trophies for bowling and track
along with many gold medals for competing as a Senior Olympian. He was well-loved and
shared his love for life and his resources with the youth in the community. Most of all, Sam was a
kind, wonderful family man who adored his wife Carolyn and twin daughters Stacy and Tracy.

Mayor’s Award for Valor to Alphonso Henry Carlos Ortiz and Alphonso Henry

Mayor Heath presented the Mayor’s Award for Valor to Carlos Ortiz and Alphonso Henry for
their acts of valor to the City of Salisbury. On February 23, 2023 while driving to a lift station,
WWTP employees Ortiz and Henry came upon a motor vehicle rollover on Waverly Drive. They
used their utility truck to block traffic from the accident and used their utility lights to alert other
motorists of the crashed vehicles. They checked on both drivers, ensured both vehicles’ engines
had been turned off, and stayed with the occupants of the vehicles and directed traffic until
Salisbury Fire and EMS arrived and secured the scene. Their quick thinking and compassionate
care went beyond their job description and was deserving of the Mayor’s Award for Valor.

ADOPTION OF LEGISLATIVE AGENDA

48
49 Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous (4-0 vote) to approve the
50 legislative agenda as presented.

51
52 **CONSENT AGENDA**- presented by City Clerk Kimberly Nichols

53
54 The Consent Agenda, consisting of the following items, was unanimously approved on a motion
55 and second by Ms. Jackson and Ms. Gregory, respectively.

- 56
- 57 • February 13, 2023 Closed Session Minutes (B)
 - 58 • February 21, 2023 Special Meeting Minutes #1
 - 59 • February 21, 2023 Work Session Minutes
 - 60 • February 21, 2023 Special Meeting Minutes #2
 - 61 • Resolution No. 3240- to approve the appointment of D'Shawn Doughty to the Board
 - 62 of Appeals for term ending March 2026
 - 63 • Resolution No. 3241- to approve the appointment of Charvaye Hutchins-Carter to the
 - 64 Youth Development Advisory Committee for term ending March 2026
 - 65 • Resolution No. 3242- to approve the appointment of Delores Neal to the Friends of
 - 66 Poplar Hill Board of Directors for term ending March 2026
 - 67 • Resolution No. 3243- to approve the re-appointment of Brad Phillips to the Historic
 - 68 District Commission for term ending March 2026
 - 69 • Resolution No. 3244- to approve the to re-appointment of Linda Wainer to the Zoo
 - 70 Commission appointment for term ending March 2026
 - 71 • Resolution No. 3245- to approve the appointment of James Yamakawa to the TRUTH
 - 72 Committee for term ending March 2026

73
74 President Boda thanked the committee members for volunteering to serve the City.

75
76 **RESOLUTION**- presented by City Administrator Andy Kitzrow

- 77
- 78 • **Resolution No. 3246**- authorizing the Mayor to sign an agreement to establish a
 - 79 Housing and Homelessness Non-endowed Fund

80
81 Ms. Blake moved, Ms. Gregory second, and the vote was unanimous to approve Resolution
82 No. 3246.

83
84 **ORDINANCES**- presented by City Attorney Ashley Bosché

- 85
- 86 • **Ordinance No. 2783**- 2nd reading- to set Billboard License fee for FY 2023 and
 - 87 thereafter unless and until subsequently revised or changed

88
89 Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve Ordinance
90 No. 2783 for second reading.

- 91
- 92 • **Ordinance No. 2784**-2nd reading- authorizing the Mayor to transfer from the General Fund
 - 93 and appropriate funds for the Government Office Building #1 and #2 Project in the General
 - 94 Capital Project Fund

95
96 Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance
97 No. 2784 for first reading.

- 98
99 • **Ordinance No. 2786**- 2nd reading- 2nd reading- approving a budget amendment of the FY23
100 General Fund Budget to appropriate funds for the Fire Department’s Vehicle Repair
101 Account

102
103 Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve Ordinance
104 No. 2786 for second reading.

- 105
106 • **Ordinance No. 2787**- 1st reading- approving a budget amendment of the FY2023 General
107 Fund budget to appropriate funds to purchase and customize Police Department vehicles
108 with proper police equipment

109
110 Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to approve Ordinance
111 No. 2787 for first reading.

- 112
113 • **Ordinance No. 2788**- 1st reading- accepting the donation of a police canine (“K-9”) to
114 the Salisbury Police Department

115
116 Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve
117 Ordinance No. 2788 for first reading.

118
119 **PUBLIC COMMENTS**

120
121 *The following comments were received from four members of the public:*

- 122
123 • *Asked about the ordinance for leaving parked trailers on the streets. President Boda*
124 *suggested that she meet after the meeting with Housing and Community Development*
125 *Director Strickler since he was present at the meeting.*
126 • *Second speaker noted this was his first official act as a new member of the Salisbury*
127 *TRUTH Advisory Committee.*
128 • *Several weeks ago he received an email from former City Administrator Julia Glanz*
129 *requesting the TRUTH Advisory Committee tell the history of the Firehouse that the City*
130 *was moving operations into.*
131 • *He met with colleagues, advisors and the Executive Committee of the Wicomico County*
132 *NAACP, and together decided to contact the City’s Communications Team, which Ms. Glanz*
133 *had passed on this partnership to.*
134 • *He shared some of the history of the Firehouse. Chief Frederick Grier, Jr. whom was*
135 *building the Firehouse, was part of the mob which lynched Matthew Williams. When the*
136 *mob came up to the Firehouse on their way to the Court House from the hospital, they*
137 *stopped and asked for a rope, and he gave it to them.*
138 • *They could not stop the City from moving into the building but the City needed to own up.*
139 • *There were four demands, suggestions, requests or ideas which included:*

- 140 ○ 1) That there be full assurance from the city of Salisbury that former Fire Chief
- 141 Frederick Grier Jr is not honored in any way/shape/form when the City moves into
- 142 the firehouse whether through naming of building or any other fashion.
- 143 ○ 2) That the City of Salisbury ensures their full cooperation, including financial
- 144 resources, in support of the new TRUTH Advisory Committee.
- 145 ○ 3) That all city records that may hold pertinent information regarding the lynching
- 146 of Matthew Williams or dismantling of the Georgetown neighborhood are to be
- 147 made available to the TRUTH Committee and to partnering organizations.
- 148 ○ 4) That the City of Salisbury, the Salisbury Fire Department, and the Salisbury
- 149 Police Department make a public apology, acknowledging the institutional legacy of
- 150 this racial violence and their historical role in perpetuating it.
- 151 • He said that Police Chief Nicholas Holland and former Mayor Kennerly were also involved.
- 152 • This could not have happened without the complacency and participation of City officials.
- 153 • The City needed to start thinking about what it meant to move into the Firehouse. It did not
- 154 mean they shouldn't, but it meant they needed to "put your money where your mouth is."
- 155 • Another speaker asked what the Building #1 and Building #2 were in the General Fund
- 156 where the funds for the building would be transferred and what the transferred amount was.
- 157 (President Boda answered the question)
- 158 • Speaker thanked everyone for coming out for Mr. Everett.

159
160 **ADMINISTRATION AND COUNCIL COMMENTS**

161
162 Mayor Heath announced the Salisbury Marathon was on Saturday, so come out and cheer on your
163 favorite runner. Eight years ago Administration, Council and the citizens met for several days and
164 listened to what the community thought about where we should go in the future. Downtown today
165 was what came out of that meeting. It was time to reevaluate. No date was set yet, but they were
166 looking at a September meeting. The Anne Street Village Ribbon Cutting would be April 21, 2023.

167
168 Vice President Jackson announced that on Wednesday, March 29th the VFW Post #10159 would
169 host a Vietnam Veterans Day celebration and former Mayor Day would be present. On April 8th the
170 Salisbury Advisory Council and Youth Activities would host an Easter Egg Hunt at Waterside Park.

171
172 Ms. Gregory reminded everyone to get their COVID booster.

173
174 Ms. Blake asked when the Anne Street ribbon cutting was and Mr. Kitzrow said it was at 11:00 a.m.
175 Ms. Jackson asked why since many people would be unable to attend at the time, and more could
176 attend later in the day. Mr. Kitzrow said the schedule was based on Secretary Day's availability.
177 Ms. Blake commended the two employees on their acts of valor. Also, please donate blood.

178
179 **ADJOURNMENT**

180
181 With no further business to discuss, the Legislative Session was adjourned at 6:47 p.m.

182
183 _____
184 City Clerk

185
186 _____
187 Council President

CITY OF SALISBURY
WORK SESSION
APRIL 3, 2023

Public Officials Present

Council President Muir Boda
Council Vice-President April Jackson
Councilwoman Michele Gregory

Mayor John R. Heath
Councilwoman Angela Blake
Councilwoman Megan Outten

In Attendance

City Administrator Andy Kitzrow, Assistant Airport and Business Development Manager Chris Davidson, Business Development Director Laura Soper (Zoom), Field Operations Director Mike Dryden, Water Works Director Cori Cameron, Housing & Community Development Director Ron Strickler, City Planner Brian Soper, Arts, Business & Culture Department (ABCD) Director Allen Swiger, City Clerk Kimberly Nichols, Attorney Ashley Bosche and interested members of the public.

On February 21, 2023 the Salisbury City Council convened at 4:34 p.m. in a Work Session in Conference Room 306 of the Government Office Building following the adjournment of the Special Meeting.

The following is a synopsis of the items discussed in Work Session.

SBY Airport updates

Chris Davidson, Assistant Airport and Business Development Manager provided the attached update on the SBY Airport, which has been made part of the minutes.

The update was for Council information only, and no consensus was taken by Council.

Ordinance to accept Department of Housing & Community Development (DHCD) Operating Assistance Grant (OAG) for 2023 MDFD

Business Development Director Laura Soper joined Council via Zoom and announced the City was awarded \$20,000 to be used towards the 2023 Maryland Folk Festival. It would be used towards the stipend for the various hired coordinators for the festival.

Council reached unanimous consensus to advance the legislation to legislative agenda.

Budget amendment for Parking Garage automation and upgrades

Field Operations Director Mike Dryden informed Council the ordinance would authorize Mayor Heath to transfer \$150,000 from the Parking Fund to be used for parking

automation project in the Parking Capital Fund. The project would automate some of the parking operations and streamline the process to include QR readers and cameras.

Council reached unanimous consensus to advance the legislation to legislative agenda.

Budget amendment to reallocate funds for the Filter Project

Water Works Director Cori Cameron presented the item via Zoom. Funds were appropriated for a dump truck in FY23 and the previous year, and due to supply chain shortages had not received the dump truck, and would not receive last year's dump truck until FY24 (it was on order). The department felt it was a better use to reallocate the funds to buy the filter cloths at this time, and remove it from the FY24 CIP. It would be better suited to buy the dump truck in FY25 when hopefully the supply chain improves.

Council reached unanimous consensus to advance the legislation to legislative agenda.

Ordinance to accept CTI Grant

Housing and Homelessness Manager Brett Sanders announced the City was already operating the CTI Program and received funding in two pieces. This \$12, 562 would fund the program from April through June, when they would then start the FY24 year.

Council reached unanimous consensus to advance the legislation to legislative agenda.

Resolution to adopt the new Board of Appeals Handbook

City Planner Brian Soper explained the Board of Appeals Handbook was planned to be presented by Planning staff prior to their first meeting. The Handbook established rules and procedures for how the Board should function and would be adopted prior to their first meeting. Unless the Board wished to make changes, Council would not see it again.

Council reached unanimous consensus to advance the resolution to legislative agenda.

Ordinance to change the Fee Schedule to include fees for Board of Appeals

Mr. Soper noted the fee schedule was part of Planning's efforts to include new fees for Housing and Community Development which were not previously included. It clarified language to develop and review fees. The ordinance also split the water meter fees to accommodate for supply chain price increases and add the installation cost for meter sizes not currently listed. They anticipated that this would be changed periodically to account for the change in cost of the meters.

Council reached unanimous consensus to advance the ordinance to legislative agenda.

JD Oliver-Barr International Annexation Introduction

Mr. Soper said the petition had been received for annexation for the Barr International property north of the City of Salisbury. Currently, no action was needed by Council as it was scheduled for the Planning Commission to provide the zoning recommendation on April 20, 2023. General Commercial was the anticipated zoning recommendation. The information was for Council's update only, and no consensus was requested.

Ordinance to accept MSAC grant funds for expenses associated with Bundle Up and Get Outside! (BUAGO)

Arts, Business & Culture Department (ABCD) Director Allen Swiger and Assistant Director Scott Roberts joined Council. Mr. Swiger reported the Maryland State Arts Council offered the City the \$4,000 grant to provide artists 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.

Council reached unanimous consensus to advance the legislation to legislative agenda.

Ordinance to accept NEA GFAP Funds for 81st National Folk Festival

Mr. Swiger reported the City was awarded the National Endowment for the Arts (NEA) grant for arts projects to help with the 81st NFF. This would reimburse the City some of the funds paid for artist fees, interpretive signage, marketing and photography spent on the 81st National Folk Festival.

Council reached unanimous consensus to advance the ordinance to legislative agenda.

Ordinance to add new position to ABC Department

Mr. Swiger requested to amend the Authorized Positions to include a new Event Coordinator in the ABCD Department. He clarified he was not requesting additional funding for the position, as it was a transition between the relationship of the Salisbury Arts & Entertainment District and the City. There was a surplus of funds available in the Development Services account.

Council reached unanimous consensus to advance the ordinance to legislative agenda.

Adjournment / Convene in Special Meeting #2

With no further business to discuss, President Boda adjourned the Work Session at 4:55 p.m. and Council immediately convened in the scheduled Special Meeting.

City Clerk

Council President

1 **CITY OF SALISBURY, MARYLAND**

2
3 **SPECIAL MEETING**

APRIL 3, 2023

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President Muir W. Boda*
8 *Council Vice President April Jackson*
9 *Councilwoman Michele Gregory*

Mayor John R. "Jack" Heath
Councilwoman Angela M. Blake
Councilwoman Megan Outten

10
11 **IN ATTENDANCE**

12
13 *City Administrator Andy Kitrow, City Attorney Ashley Bosché and City Clerk Kimberly Nichols*

14
15 *****
16 *The City Council convened in a Work Session at 4:30 p.m. At 4:55 p.m. the Work Session was*
17 *adjourned. Council President Boda called for a motion to adopt the Special Meeting Agenda.*

18
19 **ADOPTION OF LEGISLATIVE AGENDA**

20
21 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve the Special*
22 *Meeting agenda as presented.*

23
24 **ORDINANCE-** *presented by City Attorney Ashley Bosché*

- 25
26 • **Ordinance No. 2788-** *2nd reading- accepting the donation of a police canine to the*
27 *Salisbury Police Department*

28
29 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve*
30 *Ordinance No. 2788 for second reading.*

31
32 **COMMENTS**

33
34 *Mayor Heath congratulated all of the runners in the Marathon. He thanked the Salisbury Police,*
35 *Sheriff's Department and State Police for their guidance and attendance during the event, and*
36 *also Field Operations for quickly getting the City back to normal. Happy Hour with the Mayor*
37 *was scheduled for this Wednesday at The Brick Room and he invited the public to join him from*
38 *4:00 p.m. to 6:00 p.m.*

39
40 *Ms. Gregory invited everyone to visit her at Hops on the River on April 15th from 1:00 p.m. to*
41 *4:00 p.m. She would be serving beer.*

42
43 *Vice President Jackson said the Vietnam Veterans' Day was a great event and thanked Mayor*
44 *Heath and Mrs. Blake for attending. There would be a community Easter Egg Hunt at Waterside*
45 *Park on April 8th from 2:00 p.m. to 4:00 p.m.*

47 Ms. Blake encouraged those healthy enough to donate blood. The area remained very, very low,
48 and one pint could save three lives.

49
50 Ms. Outten announced the Newton Community Center Community Resource and Job Fair would
51 be held on April 21, 2023 from 12:00 noon to 5:00 p.m. It was open to all ages for all types of
52 jobs in the area.

53
54 **ADJOURNMENT / MOTION TO CONVENE IN CLOSED SESSION**

55
56 *With no further business to discuss, the Special Meeting adjourned at 5:04 p.m.*

57
58 *President Boda read the following notice for closing the meeting, “Council will entertain a vote*
59 *to convene in Closed Session to consult with counsel to obtain legal advice on a legal matter*
60 *under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General*
61 *Provisions Article § 3-305(b)(7).”*

62
63 *Ms. Blake moved, Ms. Gregory seconded and the vote was unanimous to convene in Closed*
64 *Session.*

65
66 **ADJOURNMENT OF CLOSED SESSION / CONVENE IN OPEN SESSION**

67
68 *At 5:22 p.m. Ms. Jackson moved, Ms. Blake seconded, and the vote was unanimous to adjourn*
69 *the Closed Session.*

70
71 *Council immediately convened in Open Session. President Boda provided the report to the public*
72 *that Council had convened in Closed Session and discussed a personnel matter and legal*
73 *strategy pertaining to a legal issue with the City.*

74
75 *The Open Session was then adjourned.*

76
77 _____
78 *City Clerk*

79
80 _____
81 *Council President*



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

OK
JA
4/12/23

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the Sustainability Advisory Committee (Green Team)
Date: April 12, 2023

The following person has applied for appointment to the Sustainability Advisory Committee (Green Team) for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Olivia Wackett	April 2026

Attached is the applicant's information and the resolution necessary for this appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

1 **RESOLUTION NO. 3251**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is appointed to the Sustainability Advisory Committee (Green Team) for the
5 term ending as indicated.

6
7

<u>Name</u>	<u>Term Ending</u>
8 Olivia Wackett	9 April 2026

10
11
12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
13 Council of the City of Salisbury, Maryland held on April 24, 2023.

14 ATTEST:

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

Muir Boda
PRESIDENT, City Council

21
22
23 APPROVED BY ME THIS

24 _____ day of _____, 2023

25
26
27
28 _____
29 John R. Heath, Acting Mayor



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

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the Board of Appeals
Date: March 28, 2023

OK
JA
3/29/2023

The following person has applied for appointment to the Board of Appeals for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Sandeep Gopalan	April 2026

Attached is the applicant's information and the resolution necessary for this appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

on agenda 4/29

1 **RESOLUTION NO. 3252**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is appointed to the Board of Appeals for the term ending as indicated.

5
6

<u>Name</u>	<u>Term Ending</u>
Sandeep Gopalan	April 2026

7
8
9
10
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
12 Council of the City of Salisbury, Maryland held on April 24, 2023.

13
14 ATTEST:

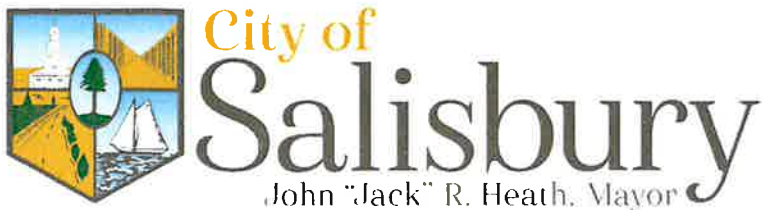
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17 _____
18 Kimberly R. Nichols
19 CITY CLERK

Muir Boda
PRESIDENT, City Council

20
21
22 APPROVED BY ME THIS

23
24 _____ day of _____, 2023

25
26
27 _____
28 John R. Heath, Acting Mayor



OK
JA
4/5/2023

To: Jack Heath, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Re-appointment to the Disability Advisory Committee
Date: April 4, 2023

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

<u>Name</u>	<u>Term Ending</u>
Jeremy Wolfer	April 2026

Attached is the applicant's information and the resolution necessary for this re-appointment. If this re-appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

1 **RESOLUTION NO. 3253**

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

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<u>Name</u>	<u>Term Ending</u>
Jeremy Wolfer	April 2026

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12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
13 Council of the City of Salisbury, Maryland held on April 24, 2023.

14 ATTEST:

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18 _____
19 Kimberly R. Nichols
20 CITY CLERK

Muir Boda
PRESIDENT, City Council

21
22
23 APPROVED BY ME THIS

24 _____ day of _____, 2023

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28 _____
29 John R. Heath, Acting Mayor



City of
Salisbury
Jacob R. Day, Mayor

To: Andy Kitzrow, City Administrator

From: Sandy Green, Assistant Director of Finance 56

Date: April 3, 2023

Re: Manufacturing Exemption for equipment purchased in 2020 – Machining Technologies, Inc.

I am recommending that Machining Technologies, Inc. be granted exemptions from Personal Property Tax for their equipment purchased in 2020, as requested by the company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption. Over the next five years they will benefit from this exemption by a total savings of \$44,184 in personal property tax. The exemptions will be applied to City Property Tax years 2022-2026 as shown in the schedule provided herein.

Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.

Rec'd 12/17/21

City of Salisbury



KEITH CORDREY
DIRECTOR INTERNAL SERVICES

MARYLAND

FINANCE DEPARTMENT
125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110
(410) 860-5154 (Fax)

SANDRA GREEN
ASSISTANT DIRECTOR INTERNAL SERVICES - ACCOUNTING

Exemption Application For Machinery and Equipment Used for Manufacturing/Research & Development

Business Name: Machining Technologies, Inc. MD Department ID#: D02681328

Mailing Address: 510 Naylor Mill Road, Salisbury, Maryland 21801

Contact Name: Kimberly Wilson Phone No.: 410-548-1627

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2020.
3. Address of Manufacturing / R & D operation. 510 Naylor Mill Road, Salisbury, MD 21801
4. Date Manufacturing / R & D operation began in Salisbury. 1988
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

Additional information and requirements

All exemptions require approval by the City of Salisbury Council and receipt of exemption from Wicomico County does not mean you will automatically be granted an exemption by the City of Salisbury. The exemption that is granted is for a specific year in which equipment was purchased and can be for a term up to a maximum of 5 years. Once an exemption has been granted, a copy of the personal property tax return must be sent in for each year of the exemption. To be eligible to receive the maximum exemption term of 5 years, the application must be received within two (2) years from December 31st of the calendar year in which the equipment was purchased. A separate request must be made for each year. The application can be mailed to Finance Department, 125 North Division St., Salisbury, MD 21801-4940 or faxed to (410) 860-5154.

Preparer's Signature *Kimberly Wilson* Date 12/7/21

Email address kwilson@matechsolutions.com

**City of Salisbury
Finance Department
Exemption Recommendation to City Council**

Company: Machining Technologies, Inc.
 Address: 510 Naylor Mill Road

Requested By: Kim Wilson
 Date of Request: 12/7/2021

Description of Mfg.: Manufacturing

Equipment Year 2020

New Equipment See Listing \$ 526,000.00

Total \$ 526,000

Exemption Value	City Property Tax Year	State Return	Year of Exemption	Deprec. Value	Am't of Exemption
	2022	2021	1	473,400	11,362
	2023	2022	2	420,800	10,099
	2024	2023	3	368,200	8,837
	2025	2024	4	315,600	7,574
	2026	2025	5	263,000	6,312

Total Value of Exemption: \$ 44,184

5. Tools, machinery, and/or equipment used for manufacturing or research and development:

State the original cost of the property by year of acquisition. Include all fully depreciated property and property expensed under IRS rules. If this business is engaged in manufacturing / R&D, and is claiming such an exemption for the first time, a manufacturing / R&D exemption application must be submitted by September 1 or within 6 months after the date of the first assessment notice for the taxable year that includes the manufacturing / R&D property. Visit the website dat.maryland.gov for an application and additional information. If the property is located in a taxable jurisdiction, a detailed schedule by depreciation category should be included to take advantage of higher depreciation allowances.

Year Acquired	A	C	D	Year Acquired	A	C	D
2020	526000			2016	219000		
2019	290564			2015	44000		
2018				2014	510000		
2017	1410000			2013 & prior	4135000		

Describe Property in C & D above:

Total Cost
\$ 7134564

6. Vehicles with interchangeable Registration and/or Unregistered vehicles: (dealer, recycler, finance company, special mobile equipment, and transporter plates) and unregistered vehicles should be reported here. See specific instructions

Year Acquired	Original Cost	Year Acquired	Original Cost
2020		2018	
2019		2017 & prior	

Total Cost
\$ 0

7. Non-farming livestock:

Book Value \$	Market Value \$
---------------	-----------------

Total Cost
\$ 0

8. Other personal property: (including Qualified Data Center personal property, see instructions for more information)

File separate schedule giving a description of property, original cost and the date of acquisition.

Total Cost
\$ 0

9. Property owned by others and used or held by the business or lessee or otherwise:

File separate schedule showing names and addresses of owners, lease number, description of property installation date and separate cost in each case.

Total Cost
\$ 0

10. Property owned by the business, used by others as lessee or otherwise:

File separate schedule showing names and addresses of lessees, lease number, description of property, installation date and original cost by year of acquisition for each location. Schedule should group leases by county where the property is located. Manufacturer lessors should submit the retail selling price of the property not the manufacturing cost. **For additional information regarding separate schedules please see Form 1 instructions at <https://dat.maryland.gov>**

MaTech Equipment Purchased 2020

<u>Equipment</u>	<u>Value</u>	<u>Date of Acquisition</u>
HAAS EC-400 Horizontal Machine Center	170,480.00	11/30/2020
HAAS EC-400 Horizontal Machine Center	170,480.00	11/30/2020
Avalon Tooling	31,790.00	5/31/2020
Forklift	5,071.15	6/30/2020
Makino Gear Box	11,651.00	9/30/2020
Fuji Break and Belt	28,905.89	9/30/2020
Makino Spindle	11,031.63	7/31/2020
HRC 160Roller Cam Rotary Table	10,080.00	11/30/2020
Waterjet	13,013.89	8/31/2020
Chip Blaster	15,000.00	7/31/2020
Motors for Makino Machines	36,757.70	8/31/2020
Compressor	31,738.74	6/30/2020
	536,000.00	



City of
Salisbury
Jacob R. Day, Mayor

To: Andy Kitzrow, City Administrator

From: Sandy Green, Assistant Director of Finance *SG*

Date: April 3, 2023

Re: Manufacturing Exemption for equipment purchased in 2021 – Machining Technologies, Inc.

I am recommending that Machining Technologies, Inc. be granted exemptions from Personal Property Tax for their equipment purchased in 2021, as requested by the company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption. Over the next five years they will benefit from this exemption by a total savings of \$161,112 in personal property tax. The exemptions will be applied to City Property Tax years 2023-2027 as shown in the schedule provided herein.

Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.

**City of Salisbury
Finance Department
Exemption Recommendation to City Council**

Company: Machining Technologies, Inc.
 Address: 510 Naylor Mill Road

Requested By: Kim Wilson
 Date of Request: 3/27/2023

Description of Mfg.: Manufacturing

Equipment Year 2021

New Equipment See Listing \$ 1,918,000.00

Total \$ 1,918,000

Exemption Value	<u>City Property Tax Year</u>	<u>State Return</u>	<u>Year of Exemption</u>	<u>Deprec. Value</u>	<u>Am't of Exemption</u>
	2023	2022	1	1,726,200	41,429
	2024	2023	2	1,534,400	36,826
	2025	2024	3	1,342,600	32,222
	2026	2025	4	1,150,800	27,619
	2027	2026	5	959,000	23,016

Total Value of Exemption: \$ 161,112

City of Salisbury



KEITH CORDREY
DIRECTOR INTERNAL SERVICES

MARYLAND

FINANCE DEPARTMENT

125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110
(410) 860-5154 (Fax)

SANDRA GREEN
ASSISTANT DIRECTOR INTERNAL SERVICES - ACCOUNTING

Exemption Application For Machinery and Equipment Used for Manufacturing/Research & Development

Business Name: Machining Technologies, Inc. MD Department ID#: D02681328

Mailing Address: 510 Naylor Mill Road, Salisbury, MD 21801

Contact Name: Kimberly Wilson Phone No.: 410-548-1627

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2021.
3. Address of Manufacturing / R & D operation. 510 Naylor Mill Road, Salisbury, MD 21801
4. Date Manufacturing / R & D operation began in Salisbury. 2008
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

Additional information and requirements

All exemptions require approval by the City of Salisbury Council and receipt of exemption from Wicomico County does not mean you will automatically be granted an exemption by the City of Salisbury. The exemption that is granted is for a specific year in which equipment was purchased and can be for a term up to a maximum of 5 years. Once an exemption has been granted, a copy of the personal property tax return must be sent in for each year of the exemption. To be eligible to receive the maximum exemption term of 5 years, the application must be received within two (2) years from December 31st of the calendar year in which the equipment was purchased. A separate request must be made for each year. The application can be mailed to Finance Department, 125 North Division St., Salisbury, MD 21801-4940 or faxed to (410) 860-5154.

Preparer's Signature  Date 4/7/23

Email address kwilson@matechsolutions.com

5. Tools, machinery, and/or equipment used for manufacturing or research and development:
State the original cost of the property by year of acquisition. Include all fully depreciated property and property expensed under IRS rules. If this business is engaged in manufacturing / R&D, and is claiming such an exemption for the first time, a manufacturing / R&D exemption application must be submitted by September 1 or within 6 months after the date of the first assessment notice for the taxable year that includes the manufacturing / R&D property. Visit the website dat.maryland.gov for an application and additional information. If the property is located in a taxable jurisdiction, a detailed schedule by depreciation category should be included to take advantage of higher depreciation allowances.

Year Acquired	A	C	D	Year Acquired	A	C	D
2021	1918000			2017	1410000		
2020	526000			2016	219000		
2019	290464			2015	44000		
2018				2014 & prior	4675000		

Total Cost 9082464
\$

Describe Property in C & D above:

6. Vehicles with interchangeable Registration and/or Unregistered vehicles: (dealer, recycler, finance company, special mobile equipment, and transporter plates) and unregistered vehicles should be reported here. See specific instructions

Year Acquired	Original Cost	Year Acquired	Original Cost
2021		2019	
2020		2018 & prior	

Total Cost
\$
0

7. Non-farming livestock:

Book Value \$	Market Value \$
---------------	-----------------

8. Other personal property:

File separate schedule giving a description of property, original cost and the date of acquisition.

Total Cost 0
\$

9. Property owned by others and used or held by the business or lessee or otherwise:

File separate schedule showing names and addresses of owners, lease number, description of property installation date and separate cost in each case.

Total Cost 0
\$

10. Property owned by the business, used by others as lessee or otherwise:
File separate schedule showing names and addresses of lessees, lease number, description of property, installation date and original cost by year of acquisition for each location. Schedule should group leases by county where the property is located. Manufacturer lessors should submit the retail selling price of the property not the manufacturing cost. For additional information regarding separate schedules please see Form 1 instructions at <https://dat.maryland.gov>

Total Cost 0
\$

2021 Equipment Purchased

<u>Item</u>	<u>Value</u>
Okuma Multis Turning Center	192,100.00
Okuma LT200 2T2MY	303,500.00
Okuma LT200 2T2MY	303,500.00
CMM Machine	75,000.00
Puma Lathe - Chiller	296,000.00
Puma Lathe	281,000.00
Air Compressor	38,900.00
Alr Compressor	35,000.00
Freight Elevator	93,000.00
	1,618,000.00



City of
Salisbury
Jacob R. Day, Mayor

To: Andy Kitzrow, City Administrator
From: Sandra Green, Assistant Director Finance *SG*
Date: 4/3/23
Re: Manufacturing Exemption for equipment purchased 2021
Smith's Interconnect Microwave Components, Inc.

I am recommending that Smith's Interconnect Microwave Components, Inc. be granted an exemption from Personal Property Tax for their equipment purchased in 2021 as requested by the Company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption for the 2021 purchases. Over the next five years they will benefit from this exemption by a total savings in personal property taxes of \$103,682 for 2021 equipment purchases. Attached please find copies of the calculation and manufacturing exemption application.

If you don't have any questions, please forward this to City Council for their consideration

City of Salisbury
Manufacturing Exemption Worksheet

Company: Smiths Interconnect Microwave Components

Year New Equipment Purchased:		2021			
Equipment Purchased Amount:		\$ 1,234,307			
City Tax Year	State Tax Year	Exemption			
		Credit Value(1)	Exemption Value Total	Deprec Value	%
2023	2022	26,661.03	1,110,876	1,110,876	90%
2024	2023	23,698.69	987,446	987,446	80%
2025	2024	20,736.36	864,015	864,015	70%
2026	2025	17,774.02	740,584	740,584	60%
2027	2026	14,811.68	617,154	617,154	50%
		\$ 103,682	NA	4,320,075	

Application Eligibility Information:

Exempt yrs Granted	Calculated Yrs based on equip Yr
5	1 2021
5	<2
3	2-3
2	3-4
1	4-5
# Years Eligible: 5	
Date Filed: 03/31/23	

(1) The exemption credit value shown above is using rate of \$2.40 per hundreded for all years . The acutal credit to be issued will be based on rates in effect for the Tax Year the credit is issued to.

FY23
Rec'd
3/31/23

City of Salisbury



KEITH CORDREY
DIRECTOR INTERNAL SERVICES

SANDRA GREEN
ASSISTANT DIRECTOR INTERNAL SERVICES - ACCOUNTING

MARYLAND

FINANCE DEPARTMENT
125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110
(410) 860-5154 (Fax)

Exemption Application For Machinery and Equipment Used for Manufacturing/Research & Development

Business Name: Smiths Interconnect Americas MD Department ID#: F18214478

Mailing Address: 5101 Richland Ave, Kansas City, KS 66106

Contact Name: Kyle Williams Phone No.: 913-342-5544

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2021.
3. Address of Manufacturing / R & D operation. 1725 N Salisbury Blvd
4. Date Manufacturing / R & D operation began in Salisbury. 9/24/1994
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

Additional information and requirements

All exemptions require approval by the City of Salisbury Council and receipt of exemption from Wicomico County does not mean you will automatically be granted an exemption by the City of Salisbury. The exemption that is granted is for a specific year in which equipment was purchased and can be for a term up to a maximum of 5 years. Once an exemption has been granted, a copy of the personal property tax return must be sent in for each year of the exemption. To be eligible to receive the maximum exemption term of 5 years, the application must be received within two (2) years from December 31st of the calendar year in which the equipment was purchased. A separate request must be made for each year. The application can be mailed to Finance Department, 125 North Division St., Salisbury, MD 21801-4940 or faxed to (410) 860-5154.

Preparer's Signature  Date 3/31/2023

Email address Kyle.Williams@smithsinterconnect.com

5. Tools, machinery, and/or equipment used for manufacturing or research and development:

Year Acquired	A	C	D	Year Acquired	A	C	D
2021			1,234,307	2017	31,674		
2020			172,485	2016	21,201		
2019	145,043			2015	541,636		
2018	53,653			2014 & prior			

Describe property identified in C & D above:

2020: D - MICROSCOPES/ULTRASONIC CLEANER, 2021: D - MICROSCOPES, NETWORK ANALYZERS

Total Cost: \$ 2,199,999

6. Vehicles with interchangeable Registration and/or Unregistered vehicles:

Year Acquired	Original Cost	Year Acquired	Original Cost
2021		2019	
2020		2018 & prior	

Total Cost: \$

7. Non-farming livestock:

Book Value: \$	Market Value: \$
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8. Other personal property:

Total Cost: \$

9. Property owned by others and used or held by the business or lessee or otherwise:

Total Cost: \$

10. Property owned by the business, used by others as lessee or otherwise:

Total Cost: \$

Acquisition Value	Location	Maryland Category
179,127.00	SLOS	D
124,729.00	SLOS	D
305,738.00	SLOS	D
211,479.00	SLOS	D
142,679.00	SLOS	D
167,159.00	SLOS	D
46,200.00	SLOS	D
19,630.00	SLOS	D
3,555.73	SLOS	D
3,555.73	SLOS	D
3,555.73	SLOS	D
3,555.73	SLOS	D
3,555.73	SLOS	D
3,555.73	SLOS	D
3,555.73	SLOS	D
3,555.70	SLOS	D

1,225,186.81

Sandra Green

From: Williams, Kyle (SIKC) <Kyle.Williams@smithsinterconnect.com>
Sent: Thursday, April 6, 2023 11:39 AM
To: Sandra Green
Subject: RE: EXTERNAL: RE: Manufacturing exemption

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

Hi Sandra,

We had one asset the we transferred to Salisbury from another location, but was not a new purchase. Originally purchased in 2010.

System Number	Asset ID	Description	Acquisition Date	Acquisition Value	Location
1055	10743 - 2	E2-316 ELECTRIC RUNDRY EVAPORATOR	4/1/2010	9,120.00	SLOS

Have a great weekend!

Kyle Williams

Controller - Americas

smiths interconnect

5101 Richland Avenue
Kansas City, KS 66106
USA

T +1 913 233 5181
F +1 913 342 9235

kyle.williams@smithsinterconnect.com

smithsinterconnect.com

Follow us on  **LinkedIn**

Follow us on  **Twitter**

From: Sandra Green <sagreen@salisbury.md>
Sent: Thursday, April 6, 2023 10:18 AM
To: Williams, Kyle (SIKC) <Kyle.Williams@smithsinterconnect.com>
Subject: RE: EXTERNAL: RE: Manufacturing exemption

Hi Kyle,

The listing of the 2021 property is slightly different than the return.

Thanks.



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

TO: City Council
FROM: Kimberly Nichols, City Clerk
DATE: March 28, 2023
SUBJECT: Service and Equipment Lease Agreement with Wicomico County Board of Elections

Attached for your consideration is a resolution authorizing Mayor John R. Heath and City Council President Muir W. Boda to sign a service and equipment lease agreement to lease Digital Scan (DS) voting units, Optical Scan (OS) voting units, and other equipment and services from the Wicomico County Board of Elections for the City of Salisbury's municipal elections, scheduled for November 7, 2023. This lease is signed by the City and WCBOE each election year.

This lease agreement has been reviewed and approved by the City's Legal Department and the Wicomico County Board of Elections.

If you have any questions, please let me know.

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RESOLUTION NO. 3254

A RESOLUTION OF THE CITY OF SALISBURY TO APPROVE A SERVICE AND EQUIPMENT LEASE AGREEMENT BETWEEN THE CITY OF SALISBURY AND THE WICOMICO COUNTY BOARD OF ELECTIONS.

WHEREAS, the City of Salisbury, Maryland believes it is in the best interest of the citizens of the City of Salisbury to delegate authority to the Wicomico County Board of Elections to conduct City elections.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, hereby approves a two-year Service and Equipment Lease Agreement between the City of Salisbury and the Wicomico County Board of Elections, a copy of which is attached hereto as **Exhibit A**, and authorizes Acting Mayor John R. Heath and Council President Muir W. Boda to execute this Agreement on behalf of the City of Salisbury.

THIS RESOLUTION was introduced and duly passed at a meeting of the City Council of the City of Salisbury held on the 24th day of April 2023, and is to become effective immediately upon adoption.

ATTEST:

Kimberly R. Nichols
City Clerk

Muir W. Boda
Council President

APPROVED BY ME THIS

_____ day of _____ 2023

John R. Heath
Acting Mayor

EXHIBIT A

**WICOMICO COUNTY BOARD OF ELECTIONS
SERVICE AND EQUIPMENT LEASE AGREEMENT
WITH THE CITY OF SALISBURY**

THIS SERVICE AND EQUIPMENT LEASE AGREEMENT is made as of the _____ day of _____, 2023, by and between the Wicomico County Board of Elections hereinafter referred to as the **Board** and the City of Salisbury, a Municipal Government hereinafter referred to as **Lessee**.

RECITALS

WHEREAS, Lessee desires to lease Digital Scan (DS) voting units and other equipment and services from the Board for the Lessee’s municipal elections which are scheduled as follows:

City of Salisbury – General Election – Tuesday, November 7, 2023

WHEREAS, the Board has been permitted by the State of Maryland, through the Maryland State Board of Elections (SBE), to lease the DS-200 voting units to Maryland Municipal Governments for the purposes of municipal elections; and

WHEREAS, the parties desire to enter into this Service and Equipment Lease Agreement which defines their respective rights, duties, and liabilities relating to the DS-200 voting units.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Lessee hereby agrees as follows:

ELECTIONS

The Board shall perform the duties delegated to it by Article VI, Elections, of the City Charter and, Title I, Chapter 1.08 of the Salisbury Municipal Code, for each General, Primary and Special Election held in the City during the time period covered by this Service and Lease Agreement as described herein, and that the “Petitions” described in the City Charter and the Salisbury Municipal Code shall be processed according to the paragraph entitled Petitions under Section 1.3 of this agreement. The obligations of the Board and Lessee are as follows:

1. OBLIGATIONS OF THE BOARD

1.1 The Board agrees to lease to and the Lessee agrees to lease from the Board twelve (12) DS-200 voting units and five (5) BMD (ADA) voting units. Two DS- 200 and one BMD (ADA) voting units will be utilized at each polling place, as follows:

District One

Fire Station #16, 325 Cypress Street, Salisbury MD 21801

District Two

Oak Ridge Baptist Church, 361 Tilghman Road, Salisbury MD 21804
Mailing address 347 Tilghman Road, Salisbury, MD 21801

District Three

Asbury United Methodist Church, 1401 Camden Avenue, Salisbury MD 21801

District Four

Wicomico Presbyterian Church, 129 Broad Street, Salisbury MD 21801

EXHIBIT A

District Five

Deaf Independent Living Association (DILA), 806 Snow Hill Road, Salisbury MD 21804

Canvasses – Absentee 1, Provisional, Absentee 2

3 DS-200 units at Board of Elections office, 345 Snow Hill Road, Salisbury MD

- 1.2 The Board will provide the materials necessary for the proper use of the OS and ADA voting units to conduct the Election, including but not limited to Electronic Pollbooks, Supervisor Cards, power and network cords, and miscellaneous supplies.
- 1.3 The Board agrees to provide the following additional services to the Lessee:

Street File Verification

Prior to any Election, the City Clerk and a staff member from the Board shall verify the street file listing by street name, as well as numerical low, high address range, from the Statewide voter registration system.

Petitions

The Wicomico County Board of Elections is not required by law or by this agreement to verify any petition filed with a Municipality. The parties hereto acknowledge that the City of Salisbury assumed the responsibility of petition verification for their municipality effective August 2, 2003. Upon receipt of a written request, the Board will permit the City Clerk and one City staff person to utilize our Statewide Voter Registration System module for the verification of their petitions on a case by case basis in the office of the Wicomico County Board of Elections.

- 1.4 For services rendered, the City agrees to be responsible to pay unto the herein after referred entity or individual(s), as follows:

The Board will receive, directly from the City, the hourly rate applicable to the employee(s) providing the services. Said hourly rate will be calculated to include the value of all benefits for all time expended during normal working hours of said employee.

Staff members of the Board will receive, directly from the City, their hourly rate in accordance with the State of Maryland Standard Salary Schedule for any and all work performed on their personal time. (Personal time is all time expended by an employee in excess of the regular 40 hours per week. Personal time shall be paid at the rate of 1.5 times the standard hourly rate per COMAR 17.04.02.08.) The Election Director shall attempt to use county time (the regular 40-hour work week) whenever possible in lieu of personal time; however, it is understood and agreed by the parties to this agreement that the Election Director's decision concerning duties during the standard 40-hour work week shall be final.

Adjustments to Minimum Wage and/or COLA Increases

All parties to this agreement agree that any Maryland State Minimum Wage and/or COLA increases or step increases authorized by the State of Maryland

EXHIBIT A

shall be applied to and incorporated in this agreement and the hourly rate shall be adjusted to reflect any authorized increases made by the State of Maryland.

- 1.5 Should the Lessee elect to obtain services for the pre-election, election day or post-election support from any other source other than the Board, that source must be approved in advance by the SBE and the Board.

2. OBLIGATIONS OF THE LESSEE

- 2.1 Lessee agrees to secure and control all items provided under this Equipment Lease Agreement in accordance with guidance and direction issued by the Maryland State Board of Elections (SBE) and/or the Board.
- 2.2 Lessee agrees for the Board to conduct the election in accordance with the Salisbury Municipal Code.
- 2.3 Lessee agrees to secure acceptable polling place locations through Rental Agreements which will meet the requirements for the proper operation of the OS and ADA voting units.
- 2.4 Lessee agrees to pay Election Systems & Software, Inc. (ES&S) the cost of transporting the DS-200 and BMD (ADA) voting units and the polling place delivery carts from the Board's storage facility at 345 Snow Hill Road, Salisbury, Maryland, to the polling locations in Section 1.1, as designated before the Election, and returning them to the Board's storage facility after the Election, at a cost charged by the contracted hauler. ES&S shall bill the Lessee for such transportation directly to the Lessee and Lessee agrees to pay such bill promptly upon receipt.
- 2.5 Lessee agrees that the DS-200 and BMD (ADA) units and other equipment provided under the Lease shall be used only for election purposes.
- 2.6 Lessee agrees that the DS-200 and BMD (ADA) units and other equipment provided under this Lease shall be located at the polling places specified in Section 1.1 and may be inspected at those locations by SBE and/or the Board between the hours of 7 AM and 7 PM, on Election Day. Otherwise, OS and ADA voting units will be available for inspection at 345 Snow Hill Road, Salisbury, Maryland from 8:00 AM to 4:30 PM.
- 2.7 Lessee agrees that when the Election is being conducted, the DS-200 and BMD (ADA) voting units and other equipment provided under this Lease shall be under the visual supervision of a Chief Election Judge and/or municipal liaison. At all other times, the DS-200 and BMD (ADA) voting units and the other equipment provided under this Lease shall be closed and sealed, and stored in an access-controlled area whereby only authorized personnel have access.
- 2.8 Lessee agrees that it shall not sub-lease or otherwise make available to any other person or entity the DS-200 and BMD (ADA) voting units and/or the other equipment provided under this Lease.
- 2.9 The Election Officials shall keep a record of and report to the Board the protective counter settings on all equipment. Said records shall be taken when the

EXHIBIT A

DS-200 and BMD (ADA) voting units are unsealed before use as well as after the DS-200 and BMD (ADA) voting units have been used before being resealed.

- 2.10 Lessee designates **Kimberly Nichols, City Clerk**, as Lessee's single point of contact for purposes of this Lease and the use of any DS-200 and BMD (ADA) voting units or other equipment or services provided under this Lease.

3. CONDUCT OF ELECTION

- 3.1 All aspects of the Election will continue to be conducted by the Board. Nothing in this Agreement may be construed to make the State of Maryland (the State), the SBE, and/or the Board responsible for the Election. Neither the State, nor SBE is responsible for the administration or supervision of, nor any costs associated with conducting this Election.
- 3.2 Lessee agrees to indemnify the Board, SBE, and the State of Maryland against any and all liability for any suits, actions, or claims of any character arising from or relating to the Lease or use by Lessee of any equipment provided under this Lease. Should litigation be promulgated by any party involving a Municipal election, referendum or other contest involving a Municipal election, and the Election Director and/or the Board be named in said litigation, the Lessee agrees to bear costs to defend said litigation, including the costs for the legal representation of the Election Director, the Board and all charges generated by the Attorney for the Board, who acted at the direction of the Board concerning said litigation.
- 3.3 Delivery and return of the DS-200 and BMD (ADA) voting units will be scheduled by ES&S and its contracted hauler, with delivery to be completed no later than 4:30 PM on the Monday before the Election and pick-up no later than 4:30 PM on the Wednesday after the Election has been held. Other equipment provided under this Lease Agreement will be delivered and returned by the Chief Judges on election night after the polls close.
- 3.4 Lessee shall be liable for any loss or damage to the DS-200 and BMD (ADA) voting units and/or any other equipment provided under this Lease at all times that such equipment is within the control of Lessee or its agents. Lessee will not be responsible for loss of or damages to any items while they are in the control of ES&S.
- 3.5 Lessee expressly acknowledges and agrees to respect the intellectual property rights of ES&S in the system components, and will not make any use of those components or documents and materials generated through the use of the components that the State would not be permitted to make under the contract between SBE and ES&S. All documents and materials prepared by a system or by ES&S solely for purposes of the Election shall be the sole property of Lessee and shall be available to Lessee at any time, and Lessee may use such documents and materials without restriction and without compensation, except as provided elsewhere in this Agreement or in separate agreements between Lessee and the Board.

EXHIBIT A

- 3.6 Lessee is insured by the **Local Government Insurance Fund**, in accordance with State Board Municipal Information requirements. The certificate of insurance shall name the SBE and the Board as additional loss payees.
- 3.7 Lessee agrees that all absentee ballots must be printed by ES&S or by a local printer approved and certified by ES&S. ES&S may impose deadlines for the certification of a printer and for steps in the process for producing absentee ballots. Lessee covenants and agrees to be responsible for all costs associated with creation of the absentee ballots and shall pay the vendor directly for production and printing services.
- 3.8 The Lessee agrees for the Board to provide adequate training of election officials and poll workers and the appropriate voter education and instructions for conducting the elections.

MISCELLANEOUS

Property Tax Map

The City shall provide to the Board a complete copy of the Property Tax Map Book that currently is published for the City Public Works Department. In addition, thereto, the City shall provide to the Board all updates to the Property Tax Map Book as soon as they are available, for so long as this agreement is in effect.

- 4.1 This Lease is entered into under the Law of Maryland and shall be construed, applied and performed in accordance with the laws of the State of Maryland, including, but not limited to, the laws, ordinances, and regulations of Wicomico County, Maryland. The Maryland Uniform Computer Information Transactions Act, Commercial Law Article, Title 22, Annotated Code of Maryland, does not apply.
- 4.2 All parties to this Agreement consent to jurisdiction and venue in the court system for Wicomico County, Maryland.
- 4.3 This Agreement, which includes services delineated by the Municipal Election Questionnaire constitutes the entire agreement between the parties with respect to this subject matter, supersedes all previous communications, representations and understandings, whether oral, written, electronic or otherwise, and may be amended only by a written document that is signed by an authorized representative of the Board and Lessee.
- 4.4 If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable or voidable, such invalidity, enforceability or voidability shall not affect the validity or enforceability of the remainder of the Agreement.
- 4.5 In the event that the Lease of the DS-200 and BMD (ADA) voting units and/or the other equipment leased pursuant to this Lease conflict with, or limit the use of said equipment by the Board for any election conducted under the Election Law Article, the Board may declare this Lease null a void and of no further effect without liability of any kind. If the Board declares this Lease void, Lessee shall immediately return said equipment to the Board at the direction of the Board.

EXHIBIT A

- 4.6 Duration of Agreement
The term of this Service and Equipment Lease Agreement shall be for a period of two years beginning July 1, 2023, with a termination date of June 30, 2024, at midnight.

5. ADDITIONAL LEASE TERMS

- 5.1 The Board will conduct the election in accordance with the most current Maryland State Board of Elections guidelines, including adherences to the Municipal Leasing Standards.
- 5.2 This agreement is subject to Maryland law and Title 22, Maryland Uniform Computer Information Transactions Act, of the Commercial Law Article of the Annotated Code of Maryland is inapplicable.
- 5.3 The State of Maryland is not responsible for the administration of or supervising of, or for any costs associated with conducting, an election not governed by the Election Law Article.
- 5.4 The lessee will provide all power necessary for proper operation of those components being leased.
- 5.5 The lessee will provide the schedule for delivery and return of system components to the Board when available from ES&S.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals the day and year first above written.

Attest: X Kimberly Nichols, City Clerk	City of Salisbury X John R. Heath, Mayor
Date	Date
Attest: X Kimberly Nichols, City Clerk	City of Salisbury X Muir Boda, City Council President
Attest: X Dionne Church, Election Director	Wicomico County Board of Elections X Brad Bellacicco, Board President
Date	Date

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

48
49 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
50 if such recitals were specifically set forth at length in this Section 4.

51
52 **Section 5.** This Ordinance shall become effective upon final passage.

53
54 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
55 Salisbury held on the 10th day of April, 2023 and thereafter, a statement of the substance of the Ordinance
56 having been published as required by law, in the meantime, was finally passed by the Council of the City
57 of Salisbury on the 24th day of April, 2023.

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60 **ATTEST:**

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63 _____
64 **Kimberly R. Nichols, City Clerk**

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63 _____
64 **Muir W. Boda, City Council President**

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66 Approved by me, this _____ day of _____, 2023.

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70 **John R. Heath, Acting Mayor**

EXHIBIT 1

Board of Appeals Fees		
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.
Development Plan Review Fee (1536)		
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	
Water Meter and Setting Fee (Per Code 13.02.070)		
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.		
Meter Setting Fees - In City:		
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
Meter Setting Fees - Out of City:		
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
Meter Fees		
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

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Kimberly R. Nichols, City Clerk

Muir W. Boda, City Council President

Approved by me, this _____ day of _____, 2023.

John R. Heath, Acting Mayor

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ORDINANCE NO. 2791

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 81ST 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 81st 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 81st 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 81st 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

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 10th day of April, 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 24th day of April, 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: City Council
From: Laura Soper
Subject: Technical Assistance Grant acceptance
Date: 3/10/23

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.

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ORDINANCE NO. 2792

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 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 10th day of April, 2023 and thereafter, a statement of the substance of the Ordinance
57 having been published as required by law, in the meantime, was finally passed by the Council of the City of
58 Salisbury on the 24th day of April, 2023.

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60 **ATTEST:**

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Kimberly R. Nichols, City Clerk

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

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68 Approved by me, this _____ day of _____, 2023.

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73 **John R. 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.

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

WITNESS/ATTEST:

CITY OF SALISBURY

By: _____ (SEAL)

Name: 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
TOTALS	\$20,000	\$20,000

EXHIBIT C

OPERATING ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

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ORDINANCE NO. 2793

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.
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51 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
52 Salisbury held on the 10th day of April, 2023 and thereafter, a statement of the substance of the Ordinance
53 having been published as required by law, in the meantime, was finally passed by the Council of the City of
54 Salisbury on the 24th day of April, 2023.

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56 **ATTEST:**

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

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

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63 Approved by me, this _____ day of _____, 2023.

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67 **John R. Heath, Acting Mayor**

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ORDINANCE NO. 2794

**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:

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

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

Increase	Account	Project Description	Account Description	Account	Amount
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 10th day of April, 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 24th day of April, 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

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ORDINANCE NO. 2795

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WICOMICO COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY FOR THE PURPOSE OF ACCEPTING COMMUNITY MENTAL HEALTH SERVICES (COVID RELIEF) BLOCK GRANT FUNDS IN THE AMOUNT OF \$12,562 AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE HOMELESS SERVICES CASE SPECIALIST POSITION.

WHEREAS, Critical Time Intervention (“CTI”) is a time-limited evidence-based practice model designed to mobilize support for vulnerable individuals during periods of transition, including individuals transitioning from homelessness to permanent supportive housing; and

WHEREAS, the Wicomico County Health Department received funding from the Behavioral Health Administration for the Block Grants for Community Mental Health Services (COVID Relief) specific to the delivery of CTI services; and

WHEREAS, the Wicomico County Local Behavioral Health Authority (“**Wicomico County LBHA**”) has awarded the City of Salisbury (the “**City**”) a Block Grant for Community Mental Health Services in the amount of \$12,562 (the “**CTI Funds**”); and

WHEREAS, the City’s Homeless Services Case Specialist position will use CTI principles to assist individuals who are transitioning from homelessness to permanent supportive housing; and

WHEREAS, a permissible use of the CTI Funds is to (partially) cover the salary costs of the Homeless Services Case Specialist; and

WHEREAS, in order to accept the CTI Funds, the City must enter into a Memorandum of Understanding (“**MOU**”) with the Wicomico County LBHA to define the permitted expenditures and conditions related to the CTI Funds. A Copy of the MOU is attached hereto 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 John “Jack” R. Heath is hereby authorized to enter into the MOU attached hereto as **Exhibit 1** with the Wicomico County LBHA, on behalf of the City of Salisbury, for the City’s acceptance of grant funds in the amount of \$12,562.

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 MHBG SAMSHA Revenue Account No. 10530–425XXX–XXXXX by \$12,562.

(b) Increase Salaries–Non-Clerical Expense Account No. 10530–501002–XXXXX by \$12,562.

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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 10th day of April, 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 24th day of April, 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



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:

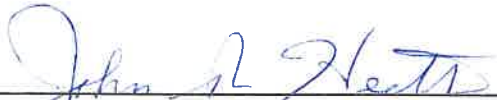
Brett Sanders, Homeless and Housing Manager

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

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AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER AND PROVIDER

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ORDINANCE NO. 2796

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

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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 10th day of April, 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 24th day of April, 2023.

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[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

41 ATTEST:

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44 _____
45 **Kimberly R. Nichols, City Clerk**

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

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Approved by me, this _____ day of _____, 2023.

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51 _____
52 **John R. Heath, Acting Mayor**



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

To: Andy Kitzrow, Acting City Administrator
From: Chris O'Barsky, Deputy Chief
Subject: Budget Amendment Request
Date: April 10, 2023

The Fire Department is requesting the approval of a budget amendment for \$45,000 to cover a funding shortfall in our gasoline account. The fuel budget has not kept pace with the rising costs of fuel and prices have remained higher than originally accounted for the FY23 budget.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

Attachment: Budget Amendment Ordinance

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ORDINANCE NO. 2797

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2023 GENERAL FUND BUDGET TO APPROPRIATE FUNDS TO THE SALISBURY FIRE DEPARTMENT'S OPERATING BUDGET.

WHEREAS, the City has surpassed what was originally budgeted for gasoline in the Fire Department; and

WHEREAS, the City's fuel budget has not kept up with the inflated price of gasoline seen during FY23; and

WHEREAS, the Fire Department would use the funds to continue to operate through the remainder of FY23 without impacting services; and

WHEREAS, there are insufficient funds available in the FY23 Fire Department Budget to cover the required expenses; 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 Fiscal Year 2023 General Fund Budget be and is hereby amended as follows:

- (a) Increase the Current Year Surplus Account (01000-469810) by \$45,000.00
- (b) Increase the Salisbury Fire Department's Gasoline Account (24035-556204) by \$45,000.00

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
John "Jack" R. Heath, Mayor

Memo

To: Mayor & City Council

From: Andy Kitzrow

cc: File

Date: 04/10/23

Re: Strategic Demolition Fund Grant Ordinance & Agreement – Union Railway Station Stabilization Project

Please find attached for your review and signature an ordinance to accept grant funds in the amount of \$500,000 from the Maryland Department of Housing and Community Development Strategic Demolition Fund, as well as the requisite agreement to be executed at this time with the State department.

The awarded Strategic Demolition Grant funding will be utilized to undertake stabilization activities at the Union Railway Station, thereby accomplishing preservation for future development. A subrecipient agreement will be executed with Railroad Avenue Investments LLC to perform the stabilization activities upon the City's receipt of the fully executed returned agreement from the Department of Housing & Community Development. A scope of work detailing the nature of the planned stabilization activities is attached.

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ORDINANCE No. 2798

AN ORDINANCE OF THE CITY OF SALISBURY TO 1) AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$500,000; 2) AUTHORIZE THE MAYOR TO ENTER INTO A SUB RECIPIENT AGREEMENT WITH RAILROAD AVENUE INVESTMENTS LLC; AND 3) TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THE AFOREMENTIONED FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH THE UNION RAILWAY STATION STABILIZATION PROJECT.

WHEREAS, the 1913 Union Rail Station (“**Union Station**”) is a building of historical significance in the City of Salisbury (the “**City**”), and the State of Maryland; and

WHEREAS, Union Station has fallen into disrepair, and is located in and among the blighted area of the Railroad Avenue corridor; and

WHEREAS, the City’s Rail to Trail project and the City Bicycle Master Plan extends the bicycle trail system into the Railroad Avenue corridor, making the area prime for redevelopment; and

WHEREAS, the City desires to stabilize the structural integrity of Union Station and restore the building to allow for the resumption of commercial enterprises and uses, as well as the creation of a comfort station along the Salisbury Rail Trail; and

WHEREAS, coupling the rail trail extension with the rehabilitation of Union Station will contribute to the revitalization of the Railroad Avenue corridor and surrounding community by promoting public safety, improving a blighted neighborhood, revitalizing a historically significant district, and creating additional cultural activities and jobs; and

WHEREAS, the City of Salisbury in July 2022 submitted a Maryland State Revitalization Programs Grant application to the Department of Housing and Community Development (“**DHCD**”) for financial assistance in carrying out community development activities, specifically to provide assistance with the stabilization of the Union Station; and

WHEREAS, DHCD, a principal department of the State of Maryland, has awarded Strategic Demolition Grant funds in the amount of \$500,000 to the City (the “**Grant Funds**”); and

WHEREAS, the City of Salisbury must enter into a grant agreement with DHCD defining how the Grant Funds are to be expended; and

WHEREAS, the City of Salisbury is sub-granting the Grant Funds to Railroad Avenue Investments LLC to perform the restoration in accordance with DHCD directives; and

WHEREAS, the City of Salisbury must, in turn, enter into a sub-recipient agreement with Railroad Avenue Investments LLC defining how the Grant Funds are to be expended; and

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

51 WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the
52 recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.
53

54 NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE
55 CITY OF SALISBURY, MARYLAND, as follows:
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57 Section 1. Mayor John R. Heath is hereby authorized to enter into a grant agreement with the
58 Department of Housing and Community Development, on behalf of the City of Salisbury, for the City's
59 acceptance of grant funds in the amount of \$500,000.
60

61 BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF
62 SALISBURY, MARYLAND, as follows:
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64 Section 2. Mayor John R. Heath is hereby authorized to enter into a sub-recipient grant agreement with
65 Railroad Avenue Investments LLC for the purpose of expending these grant funds.

66 BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF
67 SALISBURY, MARYLAND, as follows:
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69 Section 3. The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

70 (a) Increase DHCD Revenue Account No. 12800-423300-XXXXX by \$500,000.

71 (b) Increase Subrecipient - Railroad Avenue Investments LLC Expense Account No. 12800-
72 569314-XXXXX by \$500,000.
73

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

76 Section 4. It is the intention of the Mayor and Council of the City of Salisbury that each provision of
77 this Ordinance shall be deemed independent of all other provisions herein.

78 Section 5. It is further the intention of the Mayor and Council of the City of Salisbury that if any
79 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional
80 or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the
81 section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall
82 remain and shall be deemed valid and enforceable.

83 Section 6. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if
84 such recitals were specifically set forth at length in this Section 6.

85 Section 7. This Ordinance shall take effect from and after the date of its final passage.
86

87 THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of
88 Salisbury held on the _____ day of _____, 2023 and thereafter, a statement of the substance of
89 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of
90 the City of Salisbury on the _____ day of _____, 2023.

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92 ATTEST:
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96 _____
Kimberly R. Nichols, City Clerk

Muir W. Boda, City Council President

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Approved by me, this _____ day of _____, 2023.

John R. Heath, Acting Mayor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
STRATEGIC DEMOLITION FUND PROGRAM
GRANT AGREEMENT**

TABLE OF CONTENTS

AWARDEE: City of Salisbury
AWARD ID#: SDF-2023-Salisbury-00023
PROJECT NAME: Union Railway Station Stabilization

- Strategic Demolition Fund – Program Grant Agreement**

- Exhibit A - SDF-2023-Salisbury-00023
Project Description, Additional Information, and Special Conditions**

- Exhibit B - SDF-2023-Salisbury-00023
Project Budget**

- Exhibit C - SDF-2023-Salisbury-00023
Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
STRATEGIC DEMOLITION FUND PROGRAM
GRANT AGREEMENT**

THIS STRATEGIC DEMOLITION FUND PROGRAM GRANT AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as defined herein) by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **CITY OF SALISBURY** (the "**Grantee**").

RECITALS

- A. This Agreement is issued pursuant to §4-508 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.20.01 (the "**Regulations**"). The Act establishes the Strategic Demolition and Smart Growth Impact Fund (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purpose of the Program is to provide grants and loans to assist in predevelopment activities, including interior and exterior demolition, land assembly, architecture and engineering, and site development for revitalization projects in designated areas of the State of Maryland (the "**State**").
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2023 application (the "**Application**"), the Department has approved an award of funds to Grantee, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community or Eligible Qualified Opportunity Zone Designation.

- a) The Project is located in a geographic area (the “**Area**”) that has been designated by the Smart Growth Subcabinet (as defined in §9-1406 of the State Government Article) as a Sustainable Community or is in an eligible Qualified Opportunity Zone.
- b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Five Hundred Thousand Dollars (\$500,000)** (the “**Grant**”) to be used for the purposes of funding the Strategic Demolition Fund Project (the “**Project**”) described in Section 1 (the “**Project Description**”) of Exhibit A - SDF-2023-Salisbury-00023, to be carried out at the location(s) set forth in Section 2 (the “**Project Address(es)**”) of Exhibit A - SDF-2023-Salisbury-00023. The Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing prior written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent on the availability and allocation of sufficient State funds to the Program.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - SDF-2023-Salisbury-00023 (the “**Project Budget**”). Grantee may transfer up to ten percent (10%) of the Grant funds between

Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are transferred already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.

- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
 - d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
 - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
 - f) If Grantee is not a government agency, 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 or other 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. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - SDF-2023-Salisbury-00023 (the "**Project Schedule**").
 - b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.
 - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
 - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
 - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.

- f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("MHT"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
 - b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
 - c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "**Property**"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.
 - d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - SDF-2023-Salisbury-00023.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
 - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.
- 7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
- b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department determines to be necessary, in its sole discretion.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the

Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.

- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the "**Collateral**") or is used to fund a loan to a subrecipient (a "**Loan**") and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
- iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; or (vii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
 - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
 - ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and

- iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.
- e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a government agency or a Community Development Organization and has the 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 Grantee, and is the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
 - 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 10(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) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) If Grantee is not a government agency, Grantee is (i) in good standing with the Maryland State Department of Assessments and Taxation and shall provide evidence of such status upon request; and (ii) in

compliance with the Maryland Solicitations Act (the “**Solicitations Act**”), including maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act.

- 11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

- 12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 11 and Section 14 of this Agreement, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a government agency, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law 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. Sec. 5-301, et seq. (2006 Repl. Vol.) (the “**LGTC**A”); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the “**Local Government Indemnification Statutes**”), and is not to be deemed as a waiver of any immunity that may exist in any action against a government agency for its officers, agents, volunteers and employees.

- 13) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.
 - 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, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, 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;

 - ii) Title VIII of the Civil Rights Act of 1968, as amended;

 - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;

 - iv) The Department'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 Department 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; and

 - vii) The Americans with Disabilities Act of 1990, as amended.

14) Environmental Certification and Indemnification; Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of the Property:

- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or knowingly allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.
- b) Grantee shall indemnify and hold the Department, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- c) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's

risk, and workers' compensation in the form and amounts satisfactory to the Department.

- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
 - e) To the extent required by the Department, insurance coverage shall be in force prior to the disbursement of the Grant proceeds and shall contain terms and coverages satisfactory to the Department.
 - f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as lender's loss payable and additional insured.
 - g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
 - h) If Grantee is a government agency, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.
- 17) 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 the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attention: Strategic Demolition Fund Program

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

- b) Communications to Grantee shall be mailed to:

City of Salisbury
125 North Division Street
Salisbury, MD 21801
Attention: Ms. Jo Ellen Bynum

- 18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.

- 19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as 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.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the “**Effective Date**”) and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - SDF-2023-Salisbury-00023. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.

29) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department 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. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. 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 the Department; 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 the Department. If Grantee believes that any of the information it has provided to the Department 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. The Department cannot guarantee non-disclosure of such information but may consider Grantee’s statement when responding to a request made pursuant to the PIA.

30) **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 (THE “HOLDER”), 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 30 SHALL NOT APPLY TO GOVERNMENT AGENCIES.

[Remainder Of Page Intentionally Left Blank]

WITNESS the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

CITY OF SALISBURY

By: _____ (SEAL)

Name: Mr. John R. Health

Title: Mayor

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**, a principal
department of the State of Maryland

By: _____ (SEAL)

Owen McEvoy, Acting Secretary

Date Executed on behalf of the Department/
Effective Date

Approved for form and
Legal sufficiency

Assistant Attorney General

Exhibits:

Exhibit A - Project Description, Additional Information, and Special Conditions

Exhibit B - Project Budget

Exhibit C - Project Schedule

EXHIBIT A - SDF-2023-Salisbury-00023

PROJECT DESCRIPTION, ADDITIONAL INFORMATION, AND SPECIAL CONDITIONS

Project Name:

Union Railway Station Stabilization

1. Project Description:

Stabilization and exterior rehabilitation of the 1913 Union Railway Station building on Railroad Avenue, to allow for future development, culminating ultimately in the creation of a hub along the Salisbury Rail Trail.

2. Project Address(es):

The project will take place at 611 East Railroad Avenue, Salisbury, MD 21804.

3. Additional Information:

The City of Salisbury intends to utilize SDF funds to stabilize Union Station, a historically significant building. Work to be completed includes stabilization of the slate roof, gutter system, windows, doors and structural framing. Brick, mortar and cast concrete cornice repairs and/or replacements will be completed and as a result the building will be stabilized and weather tight. Grading and hardscaping work will also be completed to avert water away from the building's foundation.

4. Additional Financing (Evidence and Use of Funding Sources):

The DHCD contribution will be \$500,000 from the Strategic Demolition Fund. The City of Salisbury will provide an in-kind contribution of \$5,000 in the form of staffing. Total project cost: \$505,000.

5. Special Conditions:

If Grantee is (a) a corporation, foundation, school, hospital, or other legal entity for which none of the net earnings inure to the benefit of any private shareholder or individual holding an interest in the entity; and (b) eligible for a State benefit of at least \$1,000,000 of capital funding (in the aggregate, including amounts received from all Department programs), then Grantee shall comply with §19-105 of the Business Regulation Article and COMAR 24.01.07 (together, the “**Corporate Diversity Act**”) by providing the Department with the Corporate Diversity Addendum (the “**Addendum**”) described by the Corporate Diversity Act or an affidavit (the “**Affidavit**”) attesting that Grantee is not required to submit the Addendum, each in the form provided by the Department. If Grantee is required to submit the Addendum, Grantee certifies that it meets at least 33 percent of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of 5 years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.

EXHIBIT B - SDF-2023-Salisbury-00023
PROJECT BUDGET

Project Name:
 Union Railway Station Stabilization

USE OF FUNDS BY ACTIVITY	AWARD FUNDS		OTHER SOURCES OF FUNDS			TOTALS BY ACTIVITY
	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Stabilization	\$500,000	\$0	\$0		\$0	\$500,000
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$0	\$0	\$0		\$0	\$0
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0	In-kind staffing, City of Salisbury	\$5,000	\$5,000
Other (a):	\$0	\$0	\$0		\$0	\$0
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c):	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
TOTALS:	\$500,000	\$0	\$0		\$5,000	\$505,000

Total Award: \$500,000
Total Project Cost: \$505,000

Hill - Kimmel Contracting

503 Gay Street, PO Box 201
Cambridge, Maryland 21613
(410) 228-1703
<http://www.hillkimmelcontracting.com>

HILL - KIMMEL CONTRACTING

GENERAL CONTRACTORS & CONSTRUCTION MANAGERS

Construction Estimate & Scope of Work

OWNER:

Railroad Avenue Investments, LLC
2670 Clara Road
Quantico, MD 21856

CONTRACTOR:

Hill - Kimmel Contracting
503 Gay Street, PO Box 201
Cambridge, Maryland 21613

PROJECT:

Union Station Rehabilitation - Phase I
611 Railroad Avenue
Salisbury, MD 21804

SCOPE OF WORK:

Union Station is adjacent to the railroad tracks at 611 Railroad Avenue, and is located within Salisbury, Maryland's Church Street Historic District. It is an early 20th century one-story masonry building, approximately 4,000 square feet with a slate roof and full basement.

Currently, this 1913 structure is an underutilized, vacant building that has been neglected for many decades. An adaptive reuse plan is being formulated to have the railway station restored to its former stature and to provide a habitable building for future development. The goal for phase one of this project is to stabilize the building and prevent future deterioration. This will include addressing the failing main slate roof, ancillary flat roofs, the hidden copper gutter system, damaged/deteriorating masonry components and damaged/missing windows, and doors. It is imperative to make the building weather-tight as soon as possible. The success of the project will be based on utilizing the appropriate Secretary of the Interior's Standards for the Treatment of Historic Properties.

Hill - Kimmel Contracting completed a roof survey in conjunction with Ruff Roofers and defined the roof scope noted below. The slate roof with its integral copper gutter system, have both deteriorated so significantly they need to be replaced in kind. Likewise, the flat roofs on each side wing of the main building need to be replaced.

Copper Gutter System:

- Remove and recycle the existing copper gutter system.
- Inspect the sheathing and fascia and replace any deteriorated as needed (to come out of contingency).
- Install high temp self-adhering ice and water shield throughout the entire gutter area.
- Install a full coverage of red rosin paper over the new ice and water shield.
- Fabricate and install new 20 oz. copper gutter, soldering all seams and turning up the mansard as required.
- This will include new outlet sleeves at each of the 4 locations to be installed into the existing downspouts.

Slate Roof:

- Remove existing layers of roofing down to wood decking.
- Inspect the existing sheathing and replace any deteriorated as needed (to come out of contingency).
- Install ice and water shield self-adhering underlayment over the eaves and roof penetrations.
- Install synthetic felt underlayment over remainder of the roof area.
- Install new lead vent pipe collars at all plumbing vents.
- Fabricate and install new 16 oz. copper flashings at any rising walls as needed (step and apron).
- Install starter shingles to eaves and rakes per manufacturer requirements.
- Install Ecostar - Niagara Class C (Federal Gray) synthetic slate to entire roof area along with matching hip and ridge caps as applicable.
- Fabricate and install new 16 oz. copper flashings at the masonry chimney, counter flashing will be cut into the mortar reglet and sealed with caulk

SCOPE OF WORK:

Flat Roofs:

- Remove the existing roof system and all associated flashings down to the wood sheathing.
- Inspect the wood sheathing and replace any deteriorated as needed (to come out of contingency).
- Install new poly-iso insulating board (R-30) to the roof areas, secured with screws and plates.
- Install new 60 mil. TPO membrane over entire roof area per manufacturer’s requirements.
- Flash all perimeters per manufacturer requirements.
- Remove all debris associated with the above scope of work and dispose of.

In addition, due to the failing internal gutter system, water has been infiltrating the terra cotta cornice and masonry walls. Sections of the cornice have become dislodged and fallen to the ground, most likely due to freeze/thaw cycles. The infiltration of water and leaking gutter system has also led to extensive deterioration of the mortar. Hill - Kimmel Contracting also completed an existing masonry assessment in conjunction with Federal Masonry Restoration and developed the following scope of work that can be completed in this phase:

Masonry Restoration:

- Masonry restoration/repointing related to roofing and hidden gutter replacement
- The terra-cotta cornice pieces located on site will be restored and reinstalled
- Terra-cotta cornice sections where missing will be replicated from existing similar pieces found on-site. The miscellaneous brick damage, prevalent on all four sides of the façade will be repaired using salvaged brick (ideally taken from stock on site).
- The chimney is out of plumb and needs to be taken down and rebuilt and should be completed in this phase since it ties in with the roof replacement. The plan is to salvage the original chimney brick for future phases of work (for damaged brick replacement and where original door/window openings are to be replicated) and use a new brick to rebuild the chimney.
- Tar/flashing shall be removed as needed throughout
- A mortar analysis will be conducted to determine the appropriate mix for all repointing/resetting work.
- Mortar being repointed will be in accordance with the Department of Interior preservation brief on repointing.
- Substantial additional masonry restoration of the lower walls and openings will need to be completed in a future phase.

Hill - Kimmel Contracting has met with a structural engineer on-site and toured the attic space. While the main roof does have a sag along its main axis, it was determined that there were no major structural roof issues. Additional inspections will be conducted when the roof is torn off down to the sheathing. A structural engineer will be utilized to determine the appropriate methodology for sistering or replacing rafters when/if necessary.

Securing the building openings is critical to the structure being weather-tight. Numerous exterior openings are broken, missing, or otherwise exposed to the elements; these openings will be secured in this phase with plywood. Plywood will have holes drilled and covered with metal mesh to allow air circulation. Any intact, historically significant windows or doors shall be left in place to be restored in a future phase.

Estimate Information

010000 General Requirements

013000 Administrative Requirements	\$ 30,944.16
014000 Quality Requirements	\$ 4,680.00
015000 Temporary Facilities & Controls	\$ 9,179.82
017000 Execution & Closeout Requirements	\$ 3,685.50
010000 General Requirements:	\$ 48,489.48

020000 Existing Conditions

022000 Assessment	\$ 3,510.00
024000 Demolition & Structure Moving	\$ 4,343.04
020000 Existing Conditions:	\$ 7,853.04

040000 Masonry

042000 Unit Masonry	\$ 121,680.00
040000 Masonry:	\$ 121,680.00

060000 Wood, Plastics, & Composites

061000 Rough Carpentry	\$ 10,857.60
061100 Wood Framing	\$ 6,435.00
060000 Wood, Plastics, & Composites:	\$ 17,292.60

070000 Thermal & Moisture Protection

073000 Steep Slope Roofing	\$ 157,565.07
075000 Membrane Roofing	\$ 80,397.72
077000 Roof & Wall Specialties	\$ 66,693.51
070000 Thermal & Moisture Protection:	\$ 304,656.30

Project Total

Estimate Subtotal	\$ 499,971.42
Grand Total:	<u>\$ 499,971.42</u>



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

To: City Council
From: Laura Soper, Director of Business Development
Subject: Main Street Improvement Grant
Date: 4/11/23

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

This funding, in the amount of \$25,000, will be utilized to create a competitive fund that can be used to help support events in the designated Main Street area. Event producers would submit a detailed RFP and event plan to the City of Salisbury Arts, Business, and Culture Department, and funds would be appropriated on a competitive basis to events that demonstrate a well-thought-out budget, safety, marketing, and inclusion plan.

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

OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

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

RECITALS

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

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

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

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated April 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-FiveXXXX~~ Thousand and 00/100 Dollars (~~\$25,000XXXX~~) (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**A”) 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: Christine McPherson, Project Manager

(b) Communication to Grantee shall be mailed to:

City of Salisbury
 125 North Division Street
 Salisbury, MD 21801

Attn: Laura Soper, Director of Business Development

17. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.
18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.
19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to conflict of 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.

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

WITNESS/ATTEST:

CITY OF SALISBURY

By: _____(SEAL)

Name: Mr. 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, MD 21801

GRANT AMOUNT: \$25,000

USE OF FUNDS: Funds will be used to support the Downtown Salisbury Event Grant Program.

OTHER CONTRIBUTION(S)

<u>Source of Funds</u>	<u>Amount</u>	<u>Value Derivation</u>
City of Salisbury	\$25,000	Cash

EXHIBIT B

OPERATING ASSISTANCE GRANT PROGRAM

PROJECT BUDGET

USES OF FUNDS	DHCD	GRANTEE	TOTALS
Downtown Salisbury Event Grant Program	\$25,000	\$0	\$25,000
Staff Time: Assistant Director	\$0	\$25,000	\$25,000
TOTALS	\$25,000	\$25,000	\$25,000

EXHIBIT C

OPERATING ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

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ORDINANCE NO. 2799

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 \$25,000, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH AN EVENT FUND FOR THE MAIN STREET DISTRICT.

WHEREAS, the City of Salisbury in June 2022 submitted a Main Street Improvement 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 creating an event fund for events held in the Main Street District; and

WHEREAS, DHCD has awarded Main Street Improvement Grant funds to the City of Salisbury in the amount of \$25,000; 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. Acting Mayor Jack Heath, on behalf of the City of Salisbury, is hereby authorized to enter into a grant agreement with the Department of Housing and Community Development, for the City's acceptance of grant funds in the amount of \$25,000, to be allocated for assistance with the events fund for the Main Street District.

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 \$25,000.

(b) Increase Operating Expense Account No. 10500-546006-XXXXX by \$25,000.

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

47 section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall
48 remain and shall be deemed valid and enforceable.

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

51 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
52

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

57
58 **ATTEST:**

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

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

63
64
65
66 Approved by me, this _____ day of _____, 2023.

67
68
69
70 _____
71 **Jack R. Heath, Acting Mayor**

72
73



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

TO: City Council
FROM: Kimberly Nichols, City Clerk
DATE: April 12, 2023
SUBJECT: Amending 1.08- ELECTION BOARD and 1.12- CITY CAMPAIGN ADVERTISING

The City of Salisbury Election Board met with Legal to review the City Charter and Code pertaining to Elections. I concur with the following recommendations to update and clarify the Code:

1.08 CITY OF SALISBURY ELECTION BOARD

- Change the name of the Board to City of Salisbury Election Board for consistency
- Replace "absentee" ballot language with "mail-in" ballot to be consistent with the State
- Clarify the duties of the Board
- Remove reference to the Primary since the City eliminated primary elections
- To designate the preparation of election maps by the Information Services Department

1.12 CITY ELECTION CAMPAIGN ADVERTISING AND FINANCE

- Update the name for clarification
- Add language to include referendums in campaign advertising and finance
- Strike phrase "Financial Disclosure Statement" and replace with "Campaign Finance Report" to avoid confusion. The financial disclosure statement is a different document.

If you have any questions about the attached ordinance, please let me know. Otherwise, please approve including this in an upcoming Legislative Session.

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ORDINANCE NO. 2800

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING CHAPTER 1.08 OF THE SALISBURY CITY CODE, ENTITLED “ELECTION BOARD,” AND CHAPTER 1.12, ENTITLED “CITY CAMPAIGN ADVERTISING AND FINANCE,” TO ADOPT RECOMMENDATIONS MADE BY THE CITY OF SALISBURY ELECTION BOARD.

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”); and

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202, as amended, to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City; and

WHEREAS, the Mayor and Council may amend the Salisbury City Code pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter; and

WHEREAS, the Mayor and Council find that amendments to Chapter 1.08 and Chapter 1.12 of the Salisbury City Code are desirable to update and clarify the Code with respect to the City of Salisbury Election Board and provisions governing City campaign advertising and finance; and

WHEREAS, Maryland state law requires each local board of elections to refer to absentee ballots as "mail-in ballots" and absentee voting as "mail-in voting"; and

WHEREAS, on January 6, 2023, the City of Salisbury Election Board convened in public session to review potential amendments to Chapter 1.08 and Chapter 1.12 of the Salisbury City Code to offer advice and recommendations the with respect to such amendments to the Mayor and Council; and

WHEREAS, on April 17, 2023, the Mayor and Council convened in public session to review potential amendments to Chapter 1.08 and Chapter 1.12 of the Salisbury City Code resulting from the advice and recommendations of the City of Salisbury Election Board; and

WHEREAS, the Mayor and Council have determined that the amendments to Chapter 1.08 and Chapter 1.12 of the Salisbury City Code set forth below shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Chapter 1.08 of the Salisbury City Code is hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows:

Section 1. Chapter 1.08 of the Salisbury City Code of the Salisbury City Code, entitled “ELECTION BOARD” is amended as follows:

Chapter 1.08 ~~ELECTION BOARD~~ CITY OF SALISBURY ELECTION BOARD

50 1.08.010 Definitions.

51 As used in this chapter, the following terms shall have the meaning as indicated:

52 "City board" **or "city board"** means the ~~city election board~~ **City of Salisbury Election Board**
53 provided for in Section SC6-2 of the Charter.

54 "County board" means the Wicomico County board of elections.

55
56

57 1.08.020 Duties of the city ~~election~~ board.

58 The city board shall generally supervise the conduct of the system of appointment and registration,
59 nomination by petition, ~~and~~ general and special elections, **and other petitions** in accordance with the
60 provisions of the City Charter and ordinances of the council; specifically including the following duties:

- 61 A. Observe polls;
- 62 B. Observe opening of ~~absentee~~ **mail-in** ballots;
- 63 C. Hear contests concerning voting and the validity of any ballot; **and**
- 64 **D. Ensure compliance with campaign advertising and finance as described in Chapter 1.12 of**
65 **the Code.**

66

67 1.08.030 Transfer of certain city board functions and duties to the Wicomico County board of elections.

68 The following duties, powers and functions assigned by the Charter and code to the city ~~election~~ board
69 ~~shall~~ **may** be delegated to the ~~Wicomico County board of elections~~ **County board:**

- 70 A. Salisbury Municipal Code Section 1.08.090, Furnishing of certified list of voters;
- 71 B. Salisbury Municipal Code Section 1.08.100, Hiring of clerical assistance;
- 72 C. Salisbury Municipal Code Sections 1.08.190 through 1.08.270, inclusive, ~~Absentee~~ **Mail-in**
73 ballots, except where specifically designated as duties of city board;
- 74 D. Salisbury Municipal Code Sections 1.08.060 through 1.08.090, and 1.08.150 through 1.08.180,
75 inclusive, Registration and inspection sections.
- 76 E. Such other functions of the city board as are necessary for the conduct of elections.

77

78 1.08.040 Payment to county board members and election personnel for election-related services.

79 The city treasurer is authorized to pay to the county board staff such sums for the performance of
80 certain duties involved in the conduct and supervision of city elections as may be mutually agreed upon
81 between the city **board** and county board.

82

83 1.08.050 Delivery and recording of oaths of office by city clerk.

84 The clerk of the circuit court shall administer an oath of office to the members of the city board and
85 the oath of office shall be recorded by the city clerk among the minutes of the city council.

86 1.08.060 System of permanent registration established.

87 There shall be a registration of the voters of Salisbury on a daily basis, Monday through Friday
88 inclusive, during normal business hours, exclusive of state and national holidays. No person shall be
89 allowed to vote at any municipal election unless he or she shall be registered.

90

91 1.08.070 Removal or omission from active registration files.

92 Any person who shall believe that his or her name has been erroneously removed or omitted from the
93 active registration files of the city shall make complaint to the city board. The city board shall investigate
94 the complaint, and, if found to be justified, appropriate action shall be taken to correct the error. The
95 decision of the city board shall be final, but if adverse to the complainant, the latter shall have the right to
96 appeal to the circuit court of Wicomico County within ten days after the date of such determination.

97

98 1.08.080 Public inspection of registration records.

99 The registration records shall be open to public inspection under reasonable regulations of the county
100 board.

101

102 1.08.090 Furnishing of certified list of voters.

103 The county board shall furnish to anyone making written application therefor, within ten days after
104 such application has been received, the names, addresses, and political affiliation of all persons registered
105 in any election precinct of the city, in accordance with the fee structure established by the county board.

106

107 1.08.100 Hiring of clerical assistance.

108 The county board with the consent of the city council, may hire such clerical assistance as it may
109 require in the performance of the duties assigned to it by this chapter.

110

111 1.08.110 Additional registrations by same voter prohibited.

112 No person being a registered voter of the city shall knowingly and corruptly register or attempt to
113 register a second or additional time as a voter of the city.

114

115 1.08.120 False answers to material questions prohibited.

116 No person shall knowingly make a false answer to any material question required to be answered for
117 the purpose of registration.

118

119 1.08.130 Falsification or removal of records.

120 No person shall knowingly and corruptly falsify or remove any registration record of the city.

121

122 1.08.140 Aiding or abetting in commission of prohibited acts prohibited.

123 No person shall procure, aid or abet any person in the commission of an act prohibited in this chapter.

124

125 1.08.150 Office hours established for registration.

126 The county board shall keep its office ~~in the county court house~~ opened for registration of city voters
127 during regular business hours of eight a.m. to four-thirty p.m. on all regular business days, except such
128 days, if any, immediately preceding the holding of state, county or city elections as may be designated by
129 the county board or the city board for its purposes in examining and verifying the registry books and
130 delivering same to the precincts for use during such elections.

131

132 1.08.160 Access to city records.

133 The county board shall give the city board access to the city records at any and all reasonable times
134 as may be requested by the city board for its purposes.

135

136 1.08.170 Registration by mail.

137 A voter registration by mail program shall be established and administered by the county board. Such
138 registration shall be conducted in accordance with the current Maryland State law and regulations governing
139 county registration by mail.

140

141 1.08.180 Registration for county election automatically registers for city election.

142 The county board is authorized to automatically register any and all eligible voters of the city who
143 register with the Wicomico County board for eligibility to vote in county elections.

144

145 1.08.190 ~~Absentee~~ **Mail-in** ballot—Who may vote.

146 A. Any registered voter who is an employee of the county board, including any judge appointed under
147 this chapter who, as a condition of his employment on any election day, is required to be absent from
148 the precinct in which he is registered to vote and who chooses to vote shall cast his vote by ~~an absentee~~
149 **a mail-in** ballot provided by the county board.

150 B. A registered voter may vote by ~~absentee~~ **mail-in** ballot under this section if the voter is unable ~~for~~
151 ~~sufficient reason~~ to be present and personally vote at the polls on election day.

152

153 1.08.200 Late ~~absentee~~ **mail-in** ballots—Voter assistance.

154 A. Application for Ballot.

155 1. After the Tuesday preceding an election and on the day of the election prior to the time the polls
156 close, any person registered and otherwise qualified to vote may apply, in person or through a
157 duly authorized agent, as authorized in subsection (A)(4) of this section, who appears in person,

158 at the office of the county board for a late emergency ~~absentee~~ **mail-in** ballot if the voter is within
159 the provisions of Section 1.08.190.

160 2. The application shall be made under penalty of perjury but without formal oath. The late ~~absentee~~
161 **mail-in** ballot shall contain an affidavit, which need not be under oath but which shall set forth
162 such information, under penalty of perjury, as may be required by the county board.

163 3. Upon receipt of the application, the county board, if satisfied that the person cannot, in fact, be
164 present at the polling place on the day of the election, shall issue to the applicant, or his duly
165 authorized agent, ~~an absentee~~ **a mail-in** ballot which shall be marked by the voter, placed in a
166 sealed ballot envelope, and returned to the county board in the envelope provided for that
167 purpose.

168 4. If the applicant does not apply in person, the applicant shall designate a voter registered in the
169 city as agent for the purpose of delivering the ~~absentee~~ **mail-in** ballot to the vote, and the agent
170 shall execute an affidavit under penalty of perjury that the ballot was delivered to the voter who
171 submitted the application, was marked by the voter in the agent's presence, was placed in a sealed
172 envelope in the agent's presence and returned, under seal, to the county board by the agent.

173 5. Any late ~~absentee~~ **mail-in** ballot received by the county board shall be considered timely if
174 received in accordance with Section 1.08.280(C).

175 B. Assistance in Marking Ballot, Etc. Any registered voter who requires assistance to vote by reason of
176 blindness, disability or inability to read the English language or write may be given assistance by a
177 person of the voter's choice, not to include the voter's employer or agent of that employer or officer
178 or agent of the voter's union. Any person rendering assistance pursuant to this subsection shall execute
179 a certificate to be included in the instructions prescribed by Section 1.08.260.

180

181 1.08.210 Elections in which ~~absentee~~ **mail-in** voters may vote.

182 This chapter applies to all special, ~~primary~~ and general elections held in any year in the city.

183

184 1.08.220 Application for ~~absentee~~ **mail-in** ballots.

185 Except as provided in Section 1.08.190, a qualified voter desiring to vote at any election as ~~an absentee~~
186 **a mail-in** voter shall make application in writing to the county board for ~~an absentee~~ **a mail-in** ballot, which
187 application must be received not later than the Tuesday preceding the election. The application shall contain
188 an affidavit, which need not be under oath but which shall set forth such information, under penalty of
189 perjury, as may be required by the county board.

190

191 1.08.230 Application forms.

192 Printed forms of application for ~~absentee~~ **mail-in** ballots in accordance with the requirements of this
193 section shall be provided by the county board and shall be available to any qualified voter upon request.

194

195 1.08.240 Determination of ~~absentee~~ **mail-in** voters' applications—Delivery of ballots.

196 A. Rejection of Application. Upon receipt of an application containing the affidavit, the county board
197 shall reject the application upon the decision of the election director and, when rejected, shall notify

198 the applicant of the reason therefor if it is determined upon inquiry that the applicant is not legally
199 qualified to vote at the election as ~~an absentee~~ **a mail-in** voter.

200 B. Delivery of Ballot. If the applicant is a qualified voter as stated in his affidavit, the county board shall,
201 as soon as practicable thereafter, deliver to him, or his duly authorized agent, at the office of the county
202 board, or mail to him at an address designated by him, ~~an absentee~~ **a mail-in** voter's ballot and an
203 envelope therefor. If the applicant is one with respect to whom free postage privileges are provided
204 for by the federal Uniformed and Overseas Citizens Absentee Voting Act, or any other federal law,
205 rule or regulation, the county board shall take full advantage of these privileges; in all other instances,
206 postage for transmitting ballot material to voters shall be paid by the county board and postage for the
207 return of ballots shall be paid by the voters. If the ballots are to be sent by mail, the determinations
208 required in subsection A of this section shall be made in such time as will allow for the sending and
209 return of the ballots by regular mail, or airmail, depending on the mailing address and including at
210 least one secular day for marking the ballots and completing the affidavit. All investigations shall be
211 concluded and any determinations made as to all ~~absentee~~ **mail-in** ballot applications not later than
212 five days before election day.

213 C. Record of Applications Received and Ballots Delivered.

214 1. The county board shall keep applications for ~~absentee~~ **mail-in** voters' ballots as they are received,
215 showing the date and time received, the names and residences of the applicants and such record
216 shall be available for examination by any registered voter on written application to the county
217 board.

218 2. After approval of an application for ~~an absentee~~ **a mail-in** ballot and the mailing to the applicant
219 of an ~~absentee~~ **a mail-in** ballot, then, unless an electronically reproduced precinct register is
220 used, the voter's authority card in the precinct binder shall be removed and retained in the office
221 of the county board. A marker shall be placed in the regular precinct binder with the voter's name
222 and recording the fact that ~~an absentee~~ **a mail-in** ballot has been mailed. If an electronically
223 reproduced precinct register is used, a distinctive line shall be drawn through the voter's name
224 on the list in red. No such voter shall vote or be allowed to vote in person at any polling place.

225 D. One Ballot to an Applicant. Not more than one ~~absentee~~ **mail-in** ballot shall be mailed to any one
226 applicant unless the county board has reasonable grounds to believe that the ~~absentee~~ **mail-in** ballot
227 previously mailed has been lost, destroyed or spoiled.

228

229 1.08.250 Ballots for ~~absentee~~ **mail-in** voters.

230 A. Printing of Ballots, Envelopes and Instructions. In sufficient time prior to any election, the county
231 board shall have printed an adequate number of ~~absentee~~ **mail-in** ballots, the three kinds of envelopes
232 described in this section and the instructions to ~~absentee~~ voters as set out in Section 1.08.260.

233 1. ~~Absentee~~ **Mail-in** ballots in the discretion of the county board may be in the form either of paper
234 ballots kept together in a covering folder, provided that all ~~absentee~~ **mail-in** ballots shall be in
235 the same form.

236 B. Form of Ballots. All ballots shall contain the words "~~Absentee~~ **Mail-in** Ballot" or "Official Ballot",
237 shall be printed in large letters in clear space at the top of each ballot and on any covering folder
238 instructions to the voters shall be printed as follows:

239 1. If paper ballots are used, instructions shall be printed on the ballot for completing the ~~absentee~~
240 **mail-in** ballot in accordance with the current voting system in use.

241 C. Envelopes. The county board shall prescribe the size, form and printed content of the ~~absentee~~ **mail-**
242 **in** ballot material envelopes, providing for a "covering envelope," a "ballot envelope" and a "return
243 envelope."

244

245 1.08.260 Instructions to voters.

246 The printed instructions for the casting of ~~absentee~~ **mail-in** ballots shall be prescribed by the county
247 board and it shall prescribe separate instructions for paper ballots.

248

249 1.08.270 Provisional ballots.

250 The city board shall authorize the county board to administer provisional voting and canvass the
251 provisional ballots pursuant to state law and regulations provided the provisional voting does not conflict
252 with City Election Code.

253

254 1.08.280 Canvassing of ballots.

255 A. Opening or Unfolding Ballots. The county board shall not open or unfold any ~~absentee~~ **mail-in** ballot
256 at time prior to the closing of the polls.

257 B. Duties of County Board.

258 1. Subject to the provisions of subsection (B)(2) of this section, at any time after four p.m. on the
259 Wednesday following election day and not later than the canvass of the votes cast at the regular
260 voting places in the city at any election, the county board shall meet at the usual offices of the
261 county board and shall proceed to count, certify and canvass the ~~absentee~~ **mail-in** ballots
262 contained in the ballot envelopes. Each board of canvassers shall keep the ballots safe from
263 tampering until the canvass is completed. The county board shall take all appropriate and feasible
264 steps to protect the privacy of all ~~absentee~~ **mail-in** ballots.

265 2. The canvass may not be completed until all ~~absentee~~ **mail-in** ballots that have been received
266 timely have been counted.

267 C. Timely Receipt and Ballot.

268 1. Except as provided in subsection D of this section, a ballot shall be considered as received timely,
269 provided:

270 a. It has been received by the county board prior to closing of the polls on election day; or

271 b. It was mailed on or before election day; or

272 c. The United States Postal Service, an army post office, a fleet post office, or the postal
273 service of any other county, has provided verification of that fact by affixing a mark so
274 indicating on the covering envelope; and

275 d. The county board receives the ballot from the United States Postal Service not later than
276 four p.m. on the second Friday following election day.

277 2. Except as provided in subsection D of this section, any ballot received after the deadline
278 established in this subsection may not be counted.

279 D. Ballots Received from Locations Outside United States.

280 1. In a primary, general or special election, a ballot received from a location outside the United
281 States shall be considered as received timely provided:

282 a. It has been received by the county board from the United States Postal Service not later
283 than four p.m. on the second Friday following the election day; and

284 b. It was mailed before election day; and

285 The United States Postal Service, an army post office, a fleet post office, or the postal
286 service of any other country, has provided verification to that fact by affixing a mark so
287 indicating on the covering envelope.

288 2. Any ballot received by mail after the deadline established in this subsection may not be counted.

289 3. The commencement of the counting and canvassing process may not be delayed to await receipt
290 of ballots under this subsection.

291 4. For the purposes of this subsection, "United States" includes several states, the District of
292 Columbia, the Commonwealth of Puerto Rico and the Virgin Islands but does not include
293 American Samoa, Guam, the Trust Territory of the Pacific Islands, any other territory or
294 possession of the United States, an army post office address or a fleet post office address.

295 E. Voter's Affidavit. For the purposes of subsections C and D of this section, a voter's affidavit that the
296 ballot was completed and mailed before election day shall suffice if the postal service of the country
297 from which the ballot was mailed does not provide a postmark on that ballot.

298 F. Procedure Generally.

299 1. A ballot may not be rejected by the city board except by the unanimous vote of the entire city
300 board.

301 2. If the intent of the voter is not clearly demonstrated, only the vote for that office or question shall
302 be rejected.

303 3. If the board of canvassers determines a ballot is intentionally marked with an identifying mark
304 the entire ballot shall not be counted.

305 4. Any ballot received by mail after the deadlines established in subsections C and D of this section
306 may not be counted.

307 5. ~~Absentee~~ **Mail-in** ballots may not be separately disclosed or reported by precinct.

308 6. All voters' applications, affidavits, certifications, ballot envelopes and ballots shall be kept
309 separate and apart from ballots cast at the regular voting places and retained after the date of
310 election at which they were cast for the time required by federal law, unless prior to that time,
311 the county board is ordered by a court of competent jurisdiction, to keep the same for any longer
312 period.

313 7. The county board may appoint such numbers of temporary judges as it may deem necessary to
314 adequately and promptly carry out the provisions of this section.

315 G. Ballot Voted for Person Who Has Ceased to Be a Candidate. Any ~~absentee~~ **mail-in** ballot voted for a
316 person who has ceased to be a candidate shall not be counted for such candidate but such vote shall
317 not invalidate the remainder of such ballot.

318 H. Ballot Delivered to Wrong Board. If ~~an absentee~~ **a mail-in** ballot envelope is delivered to the wrong
319 board, such board shall immediately send said ballot envelope unopened, unmarked and unchanged
320 in any way to the proper board or to the city clerk.

321 I. Voter Dying Before Election Day. Whenever the county board determines from proof or investigation
322 that any person who has marked and transmitted or deposited in person with the board ~~an absentee a~~
323 **mail-in** ballot, under the provisions of this chapter, has died before election day, the county board
324 shall not count the ballot of the deceased voter.

325 J. Place Ballot in Ballot Box and Entry in Registry—More than One Ballot in Envelope—Marking
326 Ballots.

327 1. If the county board determines that the provisions for filling out and signing the oath on the
328 outside of the ballot envelope have been substantially complied with and that the person signing
329 the voter's oath is entitled to vote under this chapter in any city election and has not already voted
330 therein on election day, it shall open the ballot envelope and remove the ballot therefrom and the
331 ballot shall be placed by the county board in a secure place to which the public has no access.

332 2. If there be more than one ballot in the ballot envelope, all shall be rejected except when two
333 elections are held on the same day and a voter is voting in both elections and the voter returns
334 both ~~absentee~~ **mail-in** ballots in the ballot envelope provided.

335 3. ~~Absentee~~ **Mail-in** ballots may be marked by the pencil taped on the ~~absentee~~ **mail-in** ballot.

336 K. More than One Ballot Received from Same Person. If the county board receives from the same person
337 prior to the deadline for receipt of ~~absentee~~ **mail-in** ballots more than one ~~absentee~~ **mail-in** ballot, it
338 shall count, certify and canvass only the ~~absentee~~ **mail-in** ballot contained in the ballot envelope on
339 which the voter's oath was first executed and if the oath on two or more of the ballot envelopes
340 containing ~~absentee~~ **mail-in** ballots are dated the same, or if both are undated, none of the ballots
341 received from such person shall be counted.

342

343 1.08.290 Contests and appeals.

344 A. Decision by City Board. Appeals concerning voting or the validity of any ballot under this chapter
345 shall be decided by the city board.

346 B. Unanimous Vote by City Board. No ballot shall be rejected except by the unanimous vote of the city
347 board.

348 C. Right to Appeal. Any candidate or ~~absentee~~ **mail-in** voter aggrieved by any decision or action of the
349 city board shall have the right of appeal to the circuit court for Wicomico County to review such
350 decision or action.

351 D. Procedure for Appeal. Such appeals shall be taken by way of petition filed with the appropriate court
352 within five days from the date of the completion of the official canvass by the county board of all the
353 votes cast at the election and shall be heard de novo and without a jury by said court as soon as
354 possible.

355 E. Appeal to Court of Special Appeal. There shall be further right to appeal to the court of special appeals,
356 provided such appeal shall be taken within forty-eight (48) hours from the entry of the decision of the
357 lower court complained of, and such appeals shall be heard and decided on the original papers,
358 including a typewritten transcript of the testimony taken in such cases, by the court of special appeals,
359 as soon as possible after the same having been transmitted to that court.

360 F. Transmission of Record to Court of Special Appeals. The original papers, including the testimony,
361 shall be transmitted to the court of special appeals within five days from the taking of the appeal.

362 1.08.300 Election districts and precincts established.

363 The city shall have one councilmanic district per councilmember, and there shall be one precinct
364 ~~corresponding to each councilmanic~~ **assigned to each city council** district. Voting records shall be kept
365 pursuant to divisional lines as established by the county board.

366

367 1.08.310 Map of election districts.

368 A map of the city, prepared by the ~~engineering~~ **information services** department of the city, which is
369 on file ~~in the office of the city clerk~~ **on the Geographic Information System portal ("G.I.S.")**, is adopted
370 and made a part of this chapter for the purpose of more clearly defining the boundaries of the election
371 precincts described in this chapter.

372

373 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY**
374 **OF SALISBURY, MARYLAND**, that Chapter 1.12 of the Salisbury City Code is hereby amended by
375 adding the bolded and underlined language and deleting the strikethrough language as follows:

376

377 **Section 2.** Chapter 1.12 of the Salisbury City Code of the Salisbury City Code, entitled "CITY
378 CAMPAIGN ADVERTISING AND FINANCE" is amended as follows:

379

380 Chapter 1.12 CITY **ELECTION** CAMPAIGN ADVERTISING AND FINANCE

381 1.12.010 Advertising.

382 A. A person, candidate, campaign manager, treasurer, partisan organization or political committee,
383 including political clubs, or party committee may not expend any money for printing, publication or
384 broadcasting of any political matter whatsoever, unless the matter purports on its face to be paid
385 political advertisement and printed, published or broadcast by authority of the person, campaign
386 manager or treasurer for the named candidate, partisan organization, party committee or political
387 committee, including political clubs.

388 B. Requirements of Subsection A of this section shall ~~not~~ apply to any individual, **group, or committee**
389 ~~publishing or distributing campaign literature promoting passage or defeat of any principle or a~~
390 ~~proposition~~ **petition for a referendum or the passage or defeat of a referendum** submitted to a vote
391 at any city election, ~~provided that such campaign literature is published and distributed independent~~
392 ~~of, and not in coordination with, any campaign, committee or other entity.~~

393

394 1.12.020 Books, records and receipts.

395 A. Every candidate for the office of mayor or city council for the city **or any group promoting the**
396 **passage or defeat of a petition or referendum** shall appoint a treasurer who shall have the
397 responsibility of maintaining detailed, full and accurate accounts in a proper book or books to be called
398 "account books." The account books shall contain a detailed record of contributions, monies, loans
399 (including personal contributions, loans and monies) or valuable things received, including the date
400 each contribution was received and the name and address of each contributor. The account books shall
401 also contain a detailed record of all disbursements made by the candidate or his or her representative
402 acting on his or her behalf, **or group, as the case may be.**

- 403 B. Account books shall be maintained by the candidate or his or her representative for at least one year
404 following the date of the general election. 1.12.030 Campaign contributions.
- 405 A. No candidate for mayor or for member of the city council shall receive campaign contributions in
406 excess of two hundred fifty dollars (\$250.00) per individual or entity per campaign in cash and/or for
407 in-kind services of a commercial nature.
- 408 B. The contributions or loans of a candidate or the candidate's spouse to the candidate's own campaign
409 are not subject to the limitations of Subsections A and C, but must pass through the hands of the
410 candidate's treasurer and be reported as required in other provisions of this chapter. Personal expenses
411 of the candidate for filing fees, telegrams, telephoning, travel and board, shall not be considered
412 contributions if paid for by the candidate or the candidate's spouse.
- 413 C. No loan may be made to the campaign of a candidate or accepted on behalf of the campaign, without
414 express written consent of the candidate. Written consent constitutes the personal guaranty of the
415 candidate for repayment of the loan, only if it expressly so provides. The aggregate amount of all
416 outstanding loans to the campaign of a candidate shall not exceed five hundred dollars (\$500.00) per
417 campaign. A loan shall not be forgiven in an amount in excess of two hundred fifty dollars (\$250.00).
418 Subsection B is an exclusion to the requirements of this subsection.
- 419 D. Contributions of in-kind services of a commercial nature shall be valued at a rate commensurate with
420 the cost of purchasing similar materials or services.
- 421 E. All campaign contributions shall be received by the date of the general election. Any campaign
422 contributions received after the date of the general election shall be returned to the contributor.
- 423
- 424 1.12.040 ~~Financial disclosure statements~~ **Campaign finance report** to be filed by the candidate or
425 treasurer.
- 426 A. The candidate and/or treasurer shall file a complete and accurate ~~financial disclosure statement~~
427 **campaign finance report** detailing the contents of the account books no later than seven days prior
428 to the general election. The ~~financial disclosure statement~~ **campaign finance report** shall include, but
429 not be limited to, the name, address, amount of contribution and the date all contributions were
430 received. Contributions of in-kind materials or services shall be valued as stated in Section
431 1.12.020(B). Each ~~financial disclosure statement~~ **campaign finance report** filed shall also contain a
432 full and complete record of expenses and list any expenses incurred by not yet paid.
- 433 B. A final disclosure statement shall be filed no later than forty-five (45) days after the date of the general
434 election. After payment of all campaign expenditures, any surplus funds shall be paid by the treasurer
435 to either:
- 436 1. The city of Salisbury to help defray the expenses of the election;
- 437 2. A charitable organization as defined in the Annotated Code of Maryland, Business Regulation
438 Article, Title 6 as amended from time-to-time; or
- 439 3. A political club, committee, or party of the candidate's choice.
- 440 C. No ~~financial disclosure statements~~ **campaign finance report** shall be required if the contributions
441 received total less than six hundred dollars (\$600.00) for the election; however, a statement under oath
442 shall be filed by the candidate and treasurer that no ~~financial disclosure statement~~ **campaign finance**
443 **report** is required pursuant to this section. Such statement, if applicable, shall be filed seven days
444 prior to the general election.

445 D. Each ~~financial disclosure statement~~ **campaign finance report** shall include a representation certifying
446 under oath that the contents of the statement are true and correct and shall be signed by the candidate
447 and treasurer.

448 E. The foregoing provisions shall also apply to unsuccessful candidates.

449 1.12.050 Enforcement.

450 It shall be the duty of the city ~~election~~ board to enforce this chapter and to ensure that it is complied
451 with by all candidates for city office.

452

453 1.12.060 Late filing of ~~financial disclosure statements~~ **campaign finance report**.

454 A. There shall be a late filing fee for each ~~financial disclosure statement~~ **campaign finance report** which
455 is not filed within the time prescribed. The fine shall be twenty dollars (\$20.00) per day for the first
456 five days and ten dollars (\$10.00) per day thereafter for each date that the report is overdue. The
457 maximum fine to apply to any one report shall be two hundred fifty dollars (\$250.00). Weekends and
458 holidays shall be excluded in the above time computations.

459 B. Any fines assessed pursuant to this chapter shall be the personal responsibility of the candidate and
460 treasurer and may not be paid for by using campaign funds.

461

462

463 1.12.070 Perjury.

464 Any willfully false, fraudulent or misleading statement or entry made by any candidate or treasurer in
465 any statement or account under oath required by this chapter shall constitute the crime of perjury and shall
466 be punishable by such according to the laws of this state.

467

468 1.12.080 Penalty.

469 The penalty for violation of this chapter, except for late filing as provided for above, shall be a fine of
470 up to four hundred dollars (\$400.00) as determined by the city ~~election~~ board.

471

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

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

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

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

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

484 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
485 of Salisbury held on the _____ day of _____, 2023 and thereafter, a statement of the substance of
486 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council
487 of the City of Salisbury on the _____ day of _____, 2023.

488

489 **ATTEST:**

490

491

492 _____
493 **Kimberly R. Nichols, City Clerk**

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

493

494

495 Approved by me, this _____ day of _____, 2023.

496

497

498

499 _____
John R. Heath, Acting Mayor



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

To: City Council
From: Bill Garrett, Director of IS
Subject: Connected Communities Grant Acceptance
Date: 4/5/23

Attached is an Ordinance to accept funding from the Maryland Department of Housing and Community Development, Connected Communities Grant (CCG) program. The purpose of the CCG is to enable local jurisdictions, non-profit corporations, anchor institutions, and community-based organizations to make available equipment, instrumentation, networking capability, service, hardware, software, and digital network technology which will facilitate the use of broadband by unserved and underserved populations at low or no cost.

This funding, in the amount of \$34,228, will be utilized to provide free high speed WiFi connections through a fiber-optic Internet service connection to the residents at the Ann Street Village

Included is the proposed Grant Agreement.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
OFFICE OF STATEWIDE BROADBAND
MARYLAND CONNECTED COMMUNITIES GRANT PROGRAM AGREEMENT**

THIS MARYLAND CONNECTED COMMUNITIES GRANT PROGRAM (“GAP”) AGREEMENT (“Agreement”) is entered into as of the Effective Date (as defined herein) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (“**the Department**”), a principal department of the State of Maryland (“**State**”) and the CITY OF SALISBURY (“**the Grantee**”), a body corporate in Wicomico County, Maryland. The Department and the Grantee are each a “**Party**” and may collectively be referred to as “**the Parties**”.

RECITALS

- A. This Agreement is issued pursuant to the State’s appropriation in FY22 of funding received from the United States Department of the Treasury’s Coronavirus State Fiscal Recovery Fund created by Section 9901 of the American Rescue Plan Act (“**the Act**”), to the Office of Statewide Broadband (“**the Office**”). This federal funding is the sole source of funds for the Maryland Connected Communities Grant Program (“**the Program**”), and this funding is subject to all applicable rules, regulations, and guidance issued by the Treasury related thereto (“**the Regulations**”).
- B. With increased reliance by many municipalities and employers on telework, virtual court hearings, remote learning, and so on, the public health emergency which began in the State on March 5, 2020 (“**the Covid-19 Emergency**”) made clear that much of the modern world depends on access to reliable high speed internet, and knowledge of how to effectively use it. However, there exist unserved and underserved communities across the State with populations including, but not limited to, the low-income, seniors, the disabled, and those with limited English proficiency or literacy, who have limited access to reliable broadband internet, computing technology, or training in how to utilize it. Such communities and individuals have been disproportionately impacted by the Covid-19 Emergency and are at risk of being further left behind by this deficit.
- C. The purpose of the Program is to:
1. Address the deficit of broadband resources available to unserved and underserved populations in the State; and
 2. Distribute GAP funding, in the form of grants, to local jurisdictions, non-profit corporations, anchor institutions, and community-based organizations. These eligible grantees are authorized to use the GAP funding for costs consistent with the terms and conditions of the source of funds, which are costs directly related to making available equipment, instrumentation, networking capability, service, hardware, software, and digital network technology which will facilitate the use of broadband by unserved and underserved populations at low or no cost.
- D. Grantee has submitted an application (the “**Application**”) to the Department, attached hereto as **Exhibit A**. The Application describes certain activities which are eligible for funding under the Program.
- E. In reliance upon the statements, representations and certifications contained in the Application, the Department has approved a grant award to Grantee.
- F. The provisions of the Act, the Regulations, and the Department’s Request for Applications dated February 9, 2022 (“**RFA**”) and the Office’s Contracting and Procedures Guide, as amended from time to time, are hereby incorporated into this Agreement as if fully restated herein.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Grant.

- a) The Department agrees to provide Grantee with funds not to exceed **\$ Thirty-Four Thousand, Two Hundred Twenty-Eight Dollars (\$34,228.00)** (“**the Grant**”). Disbursement of the Grant is subject to the availability of grant funds to the Department.
- b) Grantee shall use the Grant to carry out only the approved activities described in the attached Exhibit A, with the additional awarded funding to be used to provide broadband service for two (2) years instead of one (the “**Project**”). Grantee certifies its activities are eligible activities as set forth in the Act. Any other services or costs will be eligible only with approval of the Office.
- c) Grantee acknowledges that funds provided by the Department under this Agreement shall not be used for personal equipment or non-connected accessories (e.g., cases, mouse pads, cable clips, laptop bags, tablet stands, wall mounts, charging stations); mobile phones, including smartphones; nor technical support, maintenance costs, or separate costs for warranties and protection plans. Funds also may not be used for the purchase or construction of towers, land, buildings, or for building renovations, tower upgrades, or the acquisition of facilities or companies.
- d) Grantee acknowledges that the Projects must achieve Minimum Network Requirements. “Minimum Network Requirements” means a minimum internet connectivity of 100 Mbps down and 100 Mbps up with a maximum latency of 50 milliseconds measured at the served subscribers’ location, unless the Grantee’s partner Internet Service Provider (“**ISP**”) submits a Certification as to circumstances preventing the ISP from achieving such speeds. Where the partner ISP has certified to its need for exemption and said Certification is an Exhibit to this Agreement, Minimum Network Requirements shall mean a minimum internet connectivity that reliably meets or exceeds 100 Mbps download and at least 20 Mbps upload speeds, and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds based on future technology advances, with a maximum latency of 50 milliseconds measured at the served subscribers’ location.

2) Expenditure and Disbursement of Grant Funds.

- a) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit A and the “Eligible Grant Purposes” set forth in the Program Guides. Grant eligible expenses include certain operating expenses such as licensing fees, building repairs, payroll for Project-related hours, and capital expenses defined as expenses that are capitalized. All grant eligible capital expenditures must be for new, non-depreciated items and can include the construction of outside-plant deployment (including last mile and middle mile infrastructure), electronic equipment necessary to deliver service (including equipment shelters, wireless radio, and antenna), and other capital costs that are directly necessary to provide broadband service to an end user. No asset purchased with these grant funds may be sold or given away without the express written permission of the Department.
- b) All Grant funds will be provided on a reimbursement basis only, and provided directly to the Grantee. Reimbursement may be made on paid or unpaid invoices. Grantee shall follow the instructions on reimbursement process outlined in **Exhibit E**.
- c) To be eligible for reimbursement, invoices must be submitted to the Department within thirty (30)

days of receipt of the invoices by the Grantee. Any exceptions to this requirement are at the sole discretion of the Department and must be confirmed in writing by the Office of Statewide Broadband.

- d) The Projects must be completed and all Grant funds made available under this Agreement must be expended by December 31, 2023 (“the Completion Date”).
 - e) Invoices must be submitted no later than December 15, 2023, and shall identify in detail all expenses incurred for which reimbursement is being sought. Where a final, or consolidated, invoice is submitted, it shall have attached copies of all the underlying supporting invoices and other documentation of such expenses.
 - f) Grantee may not expend more than the amount allocated for any category in any Project Budget without the prior written consent of the Office.
 - g) Unless otherwise agreed to in writing by the Office, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Projects by the second (2nd) anniversary of the Effective Date.
 - h) The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for reimbursement.
 - i) The Department reserves the right not to disburse any Grant funds if, in the Department's determination:
 - i. Grantee has failed to supply a material fact in a request for disbursement;
 - ii. Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant;
 - iii. Grantee has used any portion of the Grant for uses or activities other than the Projects, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, the Regulations, and the RFA; or
 - iv. Grantee is in default under any other term or condition contained in this Agreement.
- 3) Records, Inspections and Reports.

This Section shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial records of all transactions relating to the receipt and expenditure of the Grant and administration of the Projects (collectively, “**Records**”). The Records shall be in a form acceptable to the Department and sufficient to support the State’s production of evidence of compliance with Section 602(c) of the Social Security Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Grantee shall retain the Records for five (5) years following the date of disbursement of grant funds.
- ii) Grantee shall make the Grantee’s administrative offices, its personnel, whether full-time, part-time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of five (5) years following the date the Department approves final disbursement of grant funds. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.

b) Inspections. All financial and programmatic records of the Grantee related to the Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department. The Department may conduct inspections of the Projects at any time during the term of this Agreement.

c) Reports.

i) Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Office. The interim progress reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budgets, and benchmarks reached. Interim Reports shall be substantially in the form provided as **Exhibit D** and provided quarterly (March 31, June 30, September 30, December 31) within the Project timelines.

ii) Within forty-five (45) calendar days after Grantee completes each Project, Grantee shall submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain an expense and revenue summary of the Project including the number of households and businesses that gained access to broadband facilities, any problems encountered in completing the Project, and such other information as the Department requires. The Final report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report. The Grant will not be considered fully closed out until the Final Report has been submitted to, and accepted by, the Department.

iii) In addition to the requirements set forth above, Grantee shall cooperate fully and promptly with DHCD as to any and all reporting obligations established by Treasury or the State as they relate to this award, and provide the Department with such additional records, reports, and other documentation as may be required by the Department, or the U.S. Department of the Treasury, or the Office of the Inspector General.

4) General Covenants.

a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by the U.S. Department of the Treasury, the Department, and the State with respect to the use of Grant funds.

b) Grantee must notify and obtain written approval of the Digital Equity Programs Manager for any change in the Application, Project Maps, Project Budgets, including modifications to the scope of work of any Project, modifications involving carrying out Project activities in a geographic area other than the proposed service area, and modifications to the Completion Date. Such changes will not require a formal amendment to this Agreement, so long as they are approved in writing by the Digital Equity & Inclusion Programs Manager and the total amount of the Grant is not exceeded.

5) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a local county or municipality of the State of Maryland, a non-profit corporation, board of education for a local school system, board of trustees for a local or independent library system, community center or other anchor institution, or a community-based organization.
 - b) The acceptance of the Grant and the entering into of this Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
 - c) Grantee is duly organized and validly existing under the laws of the jurisdiction of which Grantee is part. Grantee has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement, including, but not limited to, legal capacity and authority to own and operate or receive the equipment and services contemplated by the Projects, to enter into contracts, and to otherwise comply with applicable statutes and regulations.
 - d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
 - e) All federal, state, and local government approvals, permits, reviews, and licenses that may be required to accomplish the Projects have been obtained or Grantee has reasonable assurances that they will be obtained.
 - f) Grantee certifies that all of the Grant funds will be used for eligible Program activities as defined in the Act and Regulations.
 - g) Grantee has or shall comply with all applicable federal funding conditions set forth in the attached **Exhibit B**.
 - h) Grantee will make a certification acknowledging the prohibition on the use of federal funds for lobbying in the form attached as **Exhibit C**.
 - i) The activities and expenses being reimbursed under this Agreement are not subject to reimbursement from other federal or state funding sources, and Grantee has not received nor will Grantee seek reimbursement from any other source for expenses submitted for reimbursement under this Agreement.
 - j) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
 - k) The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, and has paid or arranged for the payment of all taxes due to the State.
- 6) Default, Repayment and Remedies; Termination.
- a) A default under this Agreement shall occur if:
 - i. There is any use of the Grant by Grantee for any purpose other than as authorized by the Act, the Regulations, the Guides, and this Agreement; or

- ii. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application, as applicable.
 - b) If a default as described in Section 6(a)(i) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any Grant funds not expended in accordance with this Agreement.
 - c) If a default as described in Section 6(a)(ii) occurs, the Department shall have the right to declare a default of this Agreement by notice to Grantee and Grantee shall have thirty (30) calendar days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement shall terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.
 - d) Notwithstanding the foregoing notice and cure period set forth in Section 6(c), in the event that Treasury requires the repayment of any Grant funds, Grantee shall immediately return the Grant funds to the Department.
 - e) In the event of termination of the Agreement, whether due to default or otherwise:
 - 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; and
 - ii. The Department may demand the immediate repayment of all or a portion of the Grant which has been disbursed.
 - f) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
 - g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department 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 of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.
- 7) Indemnification. To the extent permitted by the laws of the State, and 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 "LGTCA") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department's negligence or willful misconduct or the negligence or willful misconduct of the Department's officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section.
- 8) Nondiscrimination, Fair Practices, and Drug and Alcohol Free Certifications:
- a) Grantee certifies that it does not discriminate and prohibits discrimination in, and shall not

exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.

- b) Grantee shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.
 - c) Grantee shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.
- 9) 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 the Department shall be mailed to:

Ronnie Hammond
Digital Equity & Inclusion Programs Manager, Office of Statewide Broadband
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706

with a courtesy copy to: Ronnie.Hammond@maryland.gov

- b) Communications to Grantee shall be mailed to:

Attn:

with a courtesy copy to:

- 10) Amendment. Other than as set forth in Section 4(b), this Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 11) Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or the 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 any amendments thereto and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. 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. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

- 12) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 13) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 14) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.
- 15) Term of Agreement. Unless sooner terminated pursuant to Section 6 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the "Effective Date") until the proceeds of the Grant have been either disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department, and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.
- 16) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 17) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 18) Notice Regarding Disclosure of Information Relating to the Projects.
 - a) The Department intends to make available to the public certain information regarding the Projects and the Grantee.
 - b) The Department may be required to disclose information about the Projects 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.
 - b) The Department may be required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the "PIA"). Information that may be disclosed includes, among other things, the name of the Grantee; the name, location, and description of the Projects; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; the use of funds; the Application and the sources, amounts and terms of other funding used to complete the Projects, including capital contributions or matching funds 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 the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's

statement when responding to a request made pursuant to the PIA.

19) Exhibits. The following exhibits are a material part of this Agreement and are incorporated herein by reference.

Exhibit A – Application

Exhibit B – Federal Funding Acknowledgments

Exhibit C – Certification Prohibiting the Use of Federal Funds for Lobbying

Exhibit D – Interim Progress Report

Exhibit E – Instructions on Reimbursement & Disbursement of Funds

Exhibit F – Certification of Exemption from Standard Minimum Network Requirements (*if applicable*)

[SIGNATURES ON FOLLOWING PAGE]

WITNESS, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officer(s) as of the Effective Date.

CITY OF SALISBURY

By: _____ (SEAL)

Name: _____

Title: _____

Date

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**

By: _____ (SEAL)

Name: _____

Title: _____

Date

Approved for form and legal sufficiency,
this _____ day of _____, 2023.

Assistant Attorney General

EXHIBIT B

MARYLAND CONNECTED COMMUNITIES GRANT PROGRAM – CERTAIN FEDERAL FUNDING CONDITIONS

A. Certification prohibiting use of federal funds for lobbying

1. 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all prospective and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying”. It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL. The Grantee shall require that the language of the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements). Any subrecipients shall certify and disclose accordingly.

B. Clean Air Act and Federal Water Pollution Control Act

1. Clean Air Act

- a. The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Grantee agrees to report each violation to DHCD and understands and agrees that the DHCD will, in turn, report each violation as required to assure notification to the U.S Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- c. The Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. Federal Water Pollution Control Act

- a. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Grantee agrees to report each violation to DHCD and understands and agrees that DHCD will, in turn, report each violation as required to assure notification to the U.S Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- c. The Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

C. Access to Records

1. The Grantee agrees to provide DHCD, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly

pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

D. Suspension and Debarment

1. As Federal funds support the activities of this Agreement, the Grantee acknowledges, per the United States Office of Management & Budget's Uniform Guidance section 2 CFR 200.213, Suspension and Debarment, the following obligations of Federal granting agencies regarding debarment and suspension:

“Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive order 1259 and 12689, 2 CFR part 180. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.”

E. Uniform Administrative Requirements, Cost Principles, and Audits

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.
2. If applicable to Grantee, Grantee shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F – Audit Requirements, if applicable. OMB 2 CFR 200, Subpart F, Audit Requirements requires that Grantees which expend a total of \$750,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156, and the Office of Management and Budget (OMB) 2 CFR 200, Subpart F. An electronic copy of all Grantee audits performed in compliance with 2 CFR 200, Subpart F shall be forwarded within thirty (30) days of report issuance to the Office of Statewide Broadband for review.

F. All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (G).

G. Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (F). Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- 1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

H) All sub-recipients agree to comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

I) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

J) National Defense Authorization Act of 2019 (NDAA). The NDAA prohibits the use of federal funds to cover the cost of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or critical technology as part of any system. Section 889 of the NDAA defines "covered telecommunications or services" to mean telecommunications and video surveillance equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). "Covered telecommunications equipment or services" also includes telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity that is owned or controlled by the government of a covered foreign country, i.e. The Republic of China.

K) Hatch Act. Sub-recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

EXHIBIT C

**MARYLAND CONNECTED COMMUNITIES GRANT PROGRAM –
CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS
FOR LOBBYING**

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Full Name of the Grantee

By: _____
Authorized Signature for the Grantee

Date

Printed Name and Title

EXHIBIT D

OFFICE OF STATEWIDE BROADBAND – DHCD

MARYLAND CONNECTED COMMUNITIES GRANT FINAL REPORT INSTRUCTIONS

Pursuant to the Memorandum of Understanding, Section 2(e) with the Office of Statewide Broadband (OSB) and Department of Housing and Community Development (DHCD), grantees shall provide a final invoice no later than December 15, 2023 with supporting documentation.

The attached report is a fillable PDF which grantees should complete during the final close out process along with the final reimbursement request.

Complete the form as follows:

1. Provide the date of the report
2. Provide the project start date
3. Provide the project name – as stated on the award letter
4. Name of organization – as stated on the award letter
5. Organization type – as stated on the application
6. Insert the County

Project Update

1. Check the funding category for the project by identifying the specific item in each category used in the project. The categories are equipment, service or miscellaneous.
2. Provide the demographics by checking the box corresponding to the population served
3. Include the number of schools, libraries or people served
4. List your accomplishments – include all aspects of the project that showed successful implementation
5. List any obstacles that you faced during the completion of this project – include all barriers that interfered with the successful implementation of the project
6. Total project cost to date and indicated if the project was on budget – cumulative total of reimbursement requests submitted to OSB
7. Include the completion date and if the project was completed on schedule

Be sure to identify the person preparing the report, provide a signature, title and date

The final report is to be submitted to <mailto:osb@maryland.gov>

**OFFICE OF STATEWIDE BROADBAND – DHCD
MARYLAND CONNECTED COMMUNITIES GRANT
INTERIM & FINAL REPORT**

DATE OF REPORT		PROJECT START DATE	
PROJECT NAME			
NAME OF ORGANIZATION			
ORGANIZATION TYPE	LOCAL GOVERNMENT _____ NON PROFIT/501(c) ENTITY _____ ANCHOR INSTITUTION _____		
COUNTY		MD	
PROJECT REPORT			
FUNDING CATEGORY IDENTIFY THE SPECIFIC ITEM IN EACH CATEGORY FOR YOUR PROJECT (i.e. EQUIPMENT – WIFI HOTSPOTS OR SERVICE – INTERNET SERVICES TO SCHOOLS)	EQUIPMENT _____ SERVICE _____ MISCELLANEOUS _____		
DEMOGRAPHICS	LOW INCOME _____ AGING/SENIORS _____ DISABLED _____ LANGUAGE BARRIERS _____ RACIAL OR ETHNIC MINORITIES _____ RURAL RESIDENTS _____		
NUMBER OF SCHOOLS, LIBRARIES, OR PEOPLE SERVED (PLEASE SPECIFY)			
ACCOMPLISHMENTS			
OBSTACLES			
TOTAL PROJECT COSTS TO DATE	\$ _____ ON BUDGET? _____		
COMPLETION DATE	_____ ON SCHEDULE? _____		
REPORT PREPARED BY			
PREPARER TITLE			
SIGNATURE			

EXHIBIT E

OFFICE OF STATEWIDE BROADBAND – DHCD

MARYLAND CONNECTED COMMUNITIES GRANT REIMBURSEMENT PROCEDURES

The Office of Statewide Broadband (OSB) is responsible for processing all reimbursement requests for grantees for the Maryland Connected Communities (GAP) Grant Program.

Please follow the outlined procedure for processing reimbursement requests to this office. As a reminder, a final report is due with the final invoice no later than December 31, 2023 with all supporting documentation. The final report template and instructions has been shared with each grantee for reference.

Reimbursement Request Procedure:

1. Collect all quotes, paid and unpaid invoices from vendors used in the MD-GAP program
2. Prepare a dated cover letter or standard invoice requesting reimbursement which includes the following information:
 - a. Name of the project
 - b. Exact dollar amount requested
 - c. Verification of mailing address for checks to be delivered
 - d. Name of contact person with email and phone number
3. Scan clear copies of all documentation along with a cover letter
4. Email to <mailto:osb.md@maryland.gov> the cover letter and scan copies of supporting documentation in (1) PDF file

If you have questions or concerns, do not hesitate to reach out to the OSB office at <mailto:osb.md@maryland.gov>. You may also contact Ronnie Hammond, Program Manager, Digital Equity & Inclusion, (301) 429-7514, Ronnie.hammond@maryland.gov

ORDINANCE NO. 2801

AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD) FOR THE PURPOSE OF ACCEPTING FUNDS FROM THE CONNECTED COMMUNITIES GRANT IN THE AMOUNT OF \$34,228 FOR THE ANNE STREET VILLAGE FIBER INTERNET PROJECT.

WHEREAS, the Department of Housing and Community Development (“**DHCD**”) funds a grant to help municipalities provide high speed Fiber Internet services to underserved communities (the “**Connected Communities Grant**”); and

WHEREAS, the City of Salisbury Information Services Department (“**ISD**”), having a need for Fiber Internet service at the Anne Street Village location, applied for the said Connected Communities Grant and DHCD has awarded grant funds to the ISD in the amount of \$34,228; 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 Jack R. Heath is hereby authorized to enter into an agreement with the Department of Housing and Community Development, on behalf of the City of Salisbury, for the City’s acceptance of grant funds in the amount of \$34,228.

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 \$34,228.
- (b) Increase Repairs & Maintenance Expense Account No. 10500-534302-XXXXX by \$3,400.
- (c) Increase Construction Expense Account No. 10500-513026-XXXXX by \$22,000.
- (d) Increase Internet Service Expense Account No. 10500-555404-XXXXX by \$6,000.
- (e) Increase Salaries-Clerical Expense Account No. 10500-501001-XXXXX by \$2,828.

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

INTER

OFFICE

MEMO

Department of Finance

To: Andy Kitzrow, City Administrator
From: Keith Cordrey, Director of Finance Department
Subject: FY24 Budget Ordinances
Date: 04/11/2023

KAC

Please find attached the FY24 Budget Ordinance. This ordinance establishes the appropriations necessary to operate the City during FY24. It also authorizes project and grant funding.

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

AN ORDINANCE APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE GOVERNMENT AND ADMINISTRATION OF THE CITY OF SALISBURY, MARYLAND FOR THE PERIOD JULY 1, 2023 TO JUNE 30, 2024, ESTABLISHING THE LEVY FOR THE GENERAL FUND FOR THE SAME FISCAL PERIOD AND ESTABLISHING THE APPROPRIATION FOR THE WATER AND SEWER, PARKING AUTHORITY, CITY MARINA AND STORM WATER FUNDS.

BE IT ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule A – Operating Budget Appropriations are hereby appropriated for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024 to fund operations of the City of Salisbury, Maryland.

BE IT FURTHER ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule B – Capital Project Appropriations are hereby appropriated for Capital Projects.

BE IT FURTHER ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule C – Anticipated Grant Expenditures are hereby appropriated for the grants listed, and the Mayor is authorized to enter into any necessary agreements or memoranda in order to receive and expend these funds.

BE IT FURTHER ORDAINED that:

- 1) The tax levy be, and the same be hereby set, at \$1.1332 per \$100 of assessed valuation for all “commercial” real property (properties assigned by SDAT Land Use codes: CR, CC, C, CA I, A), at \$.9832 per \$100 of assessed valuation of all other real property, at \$3.51 per \$100 of assessed valuation for all personal property categorized as utilities, and at \$2.40 per \$100 of assessed valuation for all other personal property subject to taxation by the City of Salisbury for General Fund purposes, including debt service purposes (exclusive of revenues derived from the Water and Sewer Fund for debt service purposes attributed to water and sewer activities); and
- 2) All taxes levied by this ordinance shall be liens from and after July 1, 2023 and shall be due and payable as specified in Title 14 of the Tax Property article of the Annotated Code of Maryland, as amended.

AND BE IT FURTHER ORDAINED by the Salisbury City Council that a public hearing on the proposed budget ordinance will be held at ____ PM on _____, 2023 in Room 301 of the City/County Government Office Building, 125 N. Division Street, Salisbury, Maryland.

AND BE IT FURTHER ORDAINED by the Salisbury City Council that this Ordinance shall take effect upon final passage.

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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

Schedule A - Operating Budget Appropriations

1)	General Fund – for the general municipal purposes of the City of Salisbury:	
	City Council / City Clerk	280,291
	Mayor's Office/ Development Services	1,446,598
	Finance	954,310
	Procurement / Municipal Buildings	775,075
	City Attorney	355,000
	Information Technology	819,232
	Police	17,316,698
	Fire	12,392,020
	Housing and Community Development	1,445,781
	Infrastructure and Development	2,144,106
	Field Operations	6,758,499
	Arts, Business, and Culture Development	2,486,055
	Debt Service & Other Uses	6,336,180
	Total	53,509,845
2)	Parking Authority Fund – for the special assessment district known as the Parking Authority	
	Total	619,056
3)	Water Sewer Fund - for operations of the water and sewer departments	
	Total	21,801,515
4)	Marina Fund – for the operations of the enterprise known as the City Marina	
	Total	100,571
5)	Storm Water Fund – for the operations of the enterprise known as the Storm Water Fund	
	Total	1,060,040
	Grand Total	\$ 77,091,027

Schedule B – Capital Project Appropriations (1 of 2) General Capital Projects

Schedule B: General Capital Projects						
Project Description	Funding Source					
	Approved Amount	PayGO Gen Fund	PayGO Storm Water	Grants	Reallocation	Bond
Marine Electronics Upgrades	25,000	11,000			14,000	
Apparatus Replacement - Rescue 16	1,625,000					1,625,000
Self Contained Breathing	(69,000)				(69,000)	
Exterior: Siding Repair and Painting Phase II	55,000				55,000	
Exterior: Siding Repair and Painting Phase III	100,000			100,000		
Eagle Exhibit Expansion	41,000			41,000		
Schumaker Pond	25,000		25,000			
Woodcock Park Playground Equipment	165,201			165,201		
Doverdale Park Playground Equipment	236,570			236,570		
Impervious Surface Reduction	200,000		200,000			
Beaglin Park Dam Improvements	75,000		75,000			
City Park Master Plan Improvements	100,000			100,000		
North Prong Park Improvements	200,000			200,000		
Impervious Surface Reduction	100,000			100,000		
Rail Trail Master Plan Implementation	500,000			500,000		
Stream Restoration along Beaverdam Creek	300,000			300,000		
Johnson Pond Dam Improvements	1,550,000					1,550,000
General Fund & Capital Projects	5,228,771	11,000	300,000	1,742,771	-	3,175,000

Schedule B – Capital Project Appropriations (2 of2)

Project	Approved Amount	Capital Projects - Funding Source					
		PayGO	Grants	Reallocation	Impact Funds	Revolving Funds	Bond
Water Sewer Fund							
Restore Park Well Field	175,000						175,000
Restore Paleo Well Field	217,000						217,000
Paleo Equalization Basin Liner	120,000	120,000					
Elevated Water Tank Maintenance	115,000	115,000					
Pump Station Improvements	110,000	110,000					
UV Bulbs for WWTP Disinfection	75,000	75,000					
Boom Lift Replacement	106,000	106,000					
Sanitary Sewer Lining	75,000	75,000					
UB Meters DID	100,000	100,000					
WWTP Electric Upgrades	1,060,493						1,060,493
F350 Utility Body Truck	80,000	80,000					
Park Well Field Raw Water Main & Glen Avenue Lift Station	1,100,000			225,000			875,000
WWTP Outfall Inspection and Repair	500,000						500,000
Southside Pump Station Force Mair	495,000						495,000
Water Sewer Fund Total >>	5,078,493	781,000	0	225,000	0	0	4,072,493

Schedule C City Fiscal Year 2023 Appropriations for Grant-Funded Expenditures

Schedule C: City Fiscal Year 2024 Appropriations for Grant-Funded Expenditures									
Grant Name	Appropriation					Grant Dates		Funding	
	Funding by Grant			Funding by Grant Match		Start Date	End Date	Source	Dept/Agency
	Total	Prior Yrs	FY 2024	Amount	Account				
Comcast - Public, Educational & Governmental (PEG) Fees									
FY24 - PEG Fees from Comcast	63,000		63,000	N/A	N/A	7/1/2023	6/30/2024	Private	Comcast
Housing & Community Development									
FY23 - Homeless Solutions Program - State Funds	55,000		55,000	N/A	N/A	7/1/2023	6/30/2024	State	DHCD
FY23 - Projects for Assistance in Transition from Homelessness (PATH)	30,000		30,000	N/A	N/A	7/1/2023	6/30/2024	Federal	SAMHSA
FY24 - Critical Time Intervention (CTI)	45,224		45,224	N/A	N/A	7/1/2023	6/30/2024	Federal	SAMHSA
FY23 - DHCD SRP - Strategic Demo Fund-Sby N-hood Intervention Program				N/A	N/A	7/1/2023	6/30/2024	State	DHCD
PY22 - Community Development Block Grant (CDBG)	390,000		390,000	N/A	N/A	7/1/2023	N/A	Federal	HUD
FY24 - POS - Resurfacing of Existing Tennis Courts (DNR - Wic. Co.)	99,000		99,000	11,000	91001-599120	7/1/2023	6/30/2024	State	DNR
FY23- POS- North Prong Park Lake St Acquisition (DNR-Wic Co.)	230,000		230,000	73,000	91001-599120	7/1/2023	6/30/2024	State	DNR
FY24 CP&P - Playground Equip. Elizabeth W Woodcock Park/Playground	170,000		170,000	10,000	91001-599120	7/1/2023	6/30/2024	State	DNR
FY24 CP7P - Playground Equipment Replacement at Doverdale Park (DNR)	240,000		240,000	15,000	91001-599120	7/1/2023	6/30/2024	State	DNR
Arts, Business & Culture Department									
Grant for Operations	200,000		200,000	N/A	N/A	7/1/2023	6/30/2024	State	MSAC
Creativity Grant	4,000		4,000	N/A	N/A	7/1/2023	6/30/2024	State	MSAC
Historic Preservation Capital Grant	100,000		100,000	N/A	N/A	7/1/2023	7/1/2025	State	MHT
Technical Assistance Grant	50,000		50,000	N/A	N/A	7/1/2023	6/30/2024	State	DHCD
Main Street Improvement Grant	50,000		50,000	N/A	N/A	7/1/2023	6/30/2024	State	DHCD
Infrastructure & Development Department									
FY22 - MD Dept. of Transportation - State Aid Funds	44,000		44,000	N/A	N/A	7/1/2023	6/30/2023	State	MDOT
FY22 - MD Critical Area Commission - Grant-in-Aid Funds	4,000		4,000	N/A	N/A	7/1/2023	6/30/2023	State	MCAC
FY22 - Chesapeake & Coastal Services - North Prong Park				N/A	N/A	7/1/2023	6/30/2024	State	DNR
FY23 US EPA Brownfields - 317/325 Lake St	2,000,000		2,000,000	N/A	N/A	7/1/2023	6/30/2027	Federal	EPA
FY23 - Highway Safety Improvement (HSIP)	225,000		225,000	22,500	91001-599131	7/1/2023	6/30/2027	Federal	MDOT/ FHWA
FY23 - Highway Safety Improvement (HSIP) - High Friction Surface	100,000		100,000	10,000	91001-599131	7/1/2023	6/30/2027	Federal	MDOT/ FHWA
FY24 - Bikeways Program	200,000		200,000	40,000	91001-599131	7/1/2023	6/30/2027	State	MDOT
Safe Streets for All (SS4A) Vision Zero Program	11,753,587		11,753,587		91001-599131	7/1/2023	6/30/2028	Federal	US DOT
Water Works Department									
FY22 - ENR O&M Grant - MDE Bay Restoration Fund (BRF)	650,000		650,000	N/A	N/A	7/1/2023	6/30/2024	State	MDE / BRF
Salisbury Fire Department									
FY23 Assistance to Firefighters Grant (AFG)	40,000		40,000	4,000	91001-599124	7/1/2023	6/30/2025	Federal	DHS / FEMA
FY24 Center for Waterway Impr. & Infrastructure Waterway Impr. Fund	12,000		12,000	6,000	91001-599124	7/1/2023	6/30/2024	State	DNR
FY20- Staffing - Adequate Fire & Emergency Response (SAFER)	2,716,236	2,716,236	-	35,000	91001-599124	7/1/2022	6/30/2024	Federal	DHS/FEMA
Salisbury Police Department									
FY23 - Bulletproof Vest Grant (GOCCP / DOJ-OJP)	9,000		9,000	N/A	N/A	7/1/2023	9/30/2024	Federal	OJP
FY24 - MD Criminal Intelligence Network (MCIN)	400,000		400,000	33,000	N/A	7/1/2023	6/30/2024	State	GOCCP
FY24 - Community Program Grant	10,000		10,000	N/A	N/A	7/1/2023	6/30/2024	State	GOCCP

Schedule C City Fiscal Year 2023 Appropriations for Grant-Funded Expenditures (page 2 of 2)

Schedule C: City Fiscal Year 2024 Appropriations for Grant-Funded Expenditures									
Grant Name	Appropriation					Grant Dates		Funding	
	Funding by Grant			Funding by Grant Match		Start Date	End Date	Source	Dept/Agency
	Total	Prior Yrs	FY 2024	Amount	Account				
FY24- Local Warrant Apprehension and Absconding Grant	100,000		100,000	49,000	N/A	7/1/2023	6/30/2024	State	GOCCP
FFY22 - Edward Byrne Memorial JAG	25,559		25,559	N/A	N/A	7/1/2023	9/30/2024	Federal	Dept. of Justice
FFY23 - Edward Byrne Memorial JAG	25,150		25,150	N/A	N/A	7/1/2023	9/30/2024	Federal	Dept. of Justice
FFY24 - MD Highway Safety Office - Impaired Driver (DUI)	4,000		4,000	2,500	91001-599121	7/1/2023	9/30/2024	Federal	US DOT / MHSO
FFY24 - MD Highway Safety Office - Speed Enforcement	3,000		3,000	2,200	91001-599121	7/1/2023	9/30/2024	Federal	US DOT / MHSO
FFY23 - MD Highway Safety Office - Distracted Driver	3,000		3,000	2,200	91001-599121	7/1/2023	9/30/2024	Federal	US DOT / MHSO
FY24 - Expanded Development of Predictive Policing w/ Machine Learning	100,000		100,000	N/A	N/A	7/1/2023	9/30/2024	Federal	GOCCP / BJAG
FY24- Police Accountability, Community and Transparency Grant (PACT)	100,000		100,000	N/A	N/A	7/1/2023	6/30/2024	State	GOCCP
FY24 - Maryland Victims of Crimes	75,000		75,000	N/A	N/A	7/1/2023	6/30/2024	State	GOCCP
FY21 - Community Policing Development-De-Escalation Training Solicitation	105,158		105,158	N/A	N/A	7/1/2023	8/31/2023	Federal	COPS
FY21 - Collaborative Crisis Response Training Program (BJA)	100,000		100,000	N/A	N/A	7/1/2023	9/30/2024	Federal	OJP
FY24 - Police Recruitment & Retention Grant (PRAR / GOCCP)	20,000		20,000	5,000	91001-599121	7/1/2023	6/30/2024	State	GOCCP
FY23 - State Aid Police Protection Fund	1,103,483		1,103,483	N/A	N/A	7/1/2023	6/30/2024	State	GOCCP
FY24 - State Aid Police Protection Fund	750,000		750,000	N/A	N/A	7/1/2023	6/30/2024	State	GOCCP
FY24- Drug Court - Home Visits	9,000		9,000	6,000	91001-599121	7/1/2023	6/30/2024	Local	Circuit Court
FFY24 - U.S. Marshals Program	7,000		7,000	4,000	91001-599121	7/1/2023	9/30/2024	Federal	US Marshals
Total >>	\$ 22,420,397	\$ 2,716,236	\$ 19,704,161	\$ 330,400					
The City's Housing First / Homeless Program will require a transfer from the General Fund in FY24 in the amount of \$108,697, which will be transferred from account number 91001-599200									
<p><i>This schedule serves to appropriate funds up to the amount listed and authorize the Mayor to expend grant funds for these programs up to the appropriation amount. Accounts will only be budgeted up to the amount included in the award letter. Awards that exceed the appropriation amount will require further council action. This also serves to authorize the Mayor to enter into any necessary agreements, contracts, or memoranda.</i></p>									

INTER

OFFICE**MEMO**

Department of Finance

To: Andy Kitzrow, City Administrator
From: Keith Cordrey, Director of Finance
Subject: FY 2024 Water & Sewer Rates Ordinance
Date: 3/28/23

Please find attached a Budget Ordinance which sets the Water and Sewer Rates for FY2024. The rates will be effective for the bills dated 10/1/2023. The rates have been increased by 12% for FY2024.

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

ORDINANCE NO. 2803

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO AMEND WATER AND SEWER RATES TO INCREASE RATES BY 12% AND MAKING SAID CHANGES EFFECTIVE FOR ALL BILLS DATED OCTOBER 1, 2023 AND THEREAFTER UNLESS AND UNTIL SUBSEQUENTLY REVISED OR CHANGED.

RECITALS

WHEREAS, the water and sewer rates must be revised in accordance with the proposed Fiscal Year 2024 Budget of the City of Salisbury and the appropriations thereby made and established for purposes of the Water and Sewer Departments.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF SALISBURY THAT, the water and sewer rate schedule set forth herein shall be adopted as follows:

Section 1.

A. Water and Sewer Rate Schedules:

Schedule I Metered Water Changes – In City Rates

Residential and Small Commercial	
Minimum Charge	\$25.70 \$28.79 / quarter
Commodity Charge	\$3.84 \$4.30 / thousand gallons
Commercial	
Customer Charge	\$480.91 \$538.62 / quarter
Commodity Charge	\$2.23 \$2.49 / thousand gallons
Large Commercial/Industrial	
Customer Charge	\$743.23 \$832.42 / quarter
Commodity Charge	\$1.78 \$1.99 / thousand gallons

Schedule II Metered Water Charges – Outside City Rates

Residential and Small Commercial	
Minimum Charge	\$51.40 \$57.57 / quarter
Commodity Charge	\$7.67 \$8.59 / thousand gallons
Commercial	
Customer Charge	\$961.82 \$1,077.24 / quarter
Commodity Charge	\$4.47 \$5.00 /thousand gallons
Large Commercial/Industrial	
Customer Charge	\$1,486.47 \$1,664.85 / quarter
Commodity Charge	\$3.60 \$4.03 /thousand gallons

Schedule III Metered Water Charges – Wor-Wic Community College and Urban Service District Rates

Residential and Small Commercial	
Minimum Charge	\$38.54 \$43.16/ quarter
Commodity Charge	\$5.76 \$6.45/ thousand gallons
Commercial	
Customer Charge	\$721.37 \$807.94/ quarter
Commodity Charge	\$3.35 \$3.75/ thousand gallons
Large Commercial/Industrial	
Customer Charge	\$1,114.85 \$1,248.63/ quarter
Commodity Charge	\$2.69 \$3.01/ thousand gallons

Schedule IV Sewer Charges – In City Rates

Residential and Small Commercial	
Minimum Charge	\$63.48 \$71.09/ quarter
Commodity Charge	\$9.52 \$10.66/ thousand gallons
Commercial	
Customer Charge	\$1,199.08 \$1,342.97/ quarter
Commodity Charge	\$5.54 \$6.20/ thousand gallons
Large Commercial/Industrial	
Customer Charge	\$1,849.64 \$2,071.60/ quarter
Commodity Charge	\$4.43 \$4.96/ thousand gallons

Schedule V Sewer Charges – Outside City Rates

Residential and Small Commercial	
Minimum Charge	\$126.97 \$142.20/ quarter
Commodity Charge	\$19.05 \$21.33 / thousand gallons
Commercial	
Customer Charge	\$2,398.15 \$2,685.93/ quarter
Commodity Charge	\$11.05 \$12.37/ thousand gallons
Large Commercial/Industrial	
Customer Charge	\$3,699.29 \$4,143.21/ quarter
Commodity Charge	\$8.88 \$9.95/ thousand gallons

Schedule VI Sewer Charges – Wor-Wic Community College and Urban Service District Rates

Residential and Small Commercial	
Minimum Charge	\$95.23 \$106.66/ quarter
Commodity Charge	\$14.29 \$16.00/ thousand gallons
Commercial	
Customer Charge	\$1,798.62 \$2,014.45/ quarter
Commodity Charge	\$8.28 \$9.27/ thousand gallons
Large Commercial/Industrial	
Customer Charge	\$2,774.45 \$3,107.39/ quarter
Commodity Charge	\$6.67 \$7.47/ thousand gallons

Schedule VII Sewer Charges – Sewer Only Customers

<u>Rate</u>	<u>Number of fixtures</u>	<u>Quarterly In City Rate</u>	<u>Quarterly Outside City Rate</u>	<u>Quarterly Urban Service District Rate</u>
	1 One to two fixtures	\$81.19 \$90.93	\$162.38 \$181.86	\$121.79 \$136.40
	2 Three to five fixtures	\$121.79 \$136.40	\$243.58 \$272.81	\$182.68 \$204.60
	3 Six to twenty fixtures	\$175.04 \$196.05	\$350.07 \$392.08	\$262.55 \$294.05
	For every five fixtures over twenty	\$72.18 \$80.84	\$144.35 \$161.67	\$108.26 \$121.25

Schedule VIII Commercial and Industrial Activities

	<u>Annual In City Rate</u>	<u>Annual Outside City Rate</u>
1) For each fire service	\$373	\$746
2) For each standby operational service	\$373	\$746

B. Definitions:

Residential and Small Commercial Customers – These customers have average water utilization of less than 300,000 gallons in a quarter.

Commercial Customers – These customers have average water utilization of 300,000 gallons to 600,000 gallons per quarter.

Large Commercial/Industrial – These customers have average water utilization over 600,000 gallons per quarter.

Average Water Utilization Per Quarter – This will be based on annual consumption divided by 4 to get average quarterly water utilization.

C. Calculation of Bills:

For Residential and Small Commercial Customers – The minimum charge for both water and sewer will apply if water service is turned on at the water meter and usage is 0-6,000 gallons per quarter. Only the City can turn a meter on and off. For usage of 7,000 gallons and above, the commodity charge will be applied for each 1,000 gallons used and the minimum charge will not be applied.

For Commercial and Large Commercial/Industrial Customers – Every quarterly bill will receive a customer charge for both water and sewer. Then for each thousand gallons used the appropriate commodity charge will be applied.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, 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 become effective with the bills dated October 1, 2023 and after.

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, Mayor

INTER

OFFICE

MEMO

Department of Finance

To: Andy Kitzrow, City Administrator
From: Keith Cordrey, Director of Finance
Subject: FY 2024 Fee Ordinance
Date: 4/19/2023

Please find attached a Budget Ordinance which sets the various fees for the City of Salisbury for FY 2024.

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

1 **ORDINANCE NO. 2804**

2
3 **AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO SET FEES**
4 **FOR FY 2024 AND THEREAFTER UNLESS AND UNTIL SUBSEQUENTLY REVISED**
5 **OR CHANGED.**

6 **RECITALS**

7
8 **WHEREAS**, the fees charges by the City are reviewed and then revised in accordance
9 with the adoption of the Fiscal Year 2024 Budget of the City of Salisbury; and

10
11 **WHEREAS**, the fee amounts set forth in the “FY 2024 Fee Schedule” attached hereto
12 and incorporated herein as Exhibit 1, identify and list all fee amounts to be charged and
13 otherwise assessed by the City of Salisbury for the period of the Fiscal Year 2024, in accordance
14 with the adoption of the Fiscal Year 2024 Budget of the City of Salisbury; and

15
16 **WHEREAS**, some fee amounts to be charged and otherwise assessed by the City of Salisbury
17 in Fiscal Year 2023 may have been inadvertently omitted from the FY 2023 Fee Schedule attached hereto
18 and incorporated herein as Exhibit 1, and any fee amount not listed in the said FY 2023 Fee Schedule
19 shall be and remain the fee amount set forth in the City of Salisbury Municipal Code.

20
21 **NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL**
22 **OF THE CITY OF SALISBURY** as follows:

23
24 **Section 1.** The fee amounts set forth in the FY 2024 Fee Schedule (the “**FY24 Fee**
25 **Schedule**”) attached hereto as Exhibit 1 and incorporated herein, as if fully set forth in this
26 Section 1, are hereby adopted by the Council of the City of Salisbury; and, furthermore, the fee
27 amounts set forth in the FY24 Fee Schedule shall supersede the corresponding fee amounts set
28 forth in the City of Salisbury Municipal Code until one or more of such fee amounts are
29 subsequently amended.

30
31 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE**
32 **CITY OF SALISBURY**, as follows:

33
34 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each
35 provision of this Ordinance shall be deemed independent of all other provisions herein.

36
37 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury
38 that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged
39 invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law,
40 such adjudication shall apply only to the section, paragraph, subsection, clause or provision so
41 adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and
42 enforceable.

43
44 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the
45 Ordinance as if such recitals were specifically set forth at length in this Section 4.

46
47 **Section 5.** This Ordinance shall become effective as of July 1, 2023.

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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 June, 2023.

ATTEST:

Kimberly R. Nichols, City Clerk

Muir Boda, President
Salisbury City Council

APPROVED BY ME THIS _____ day of _____, 2023.

John R. Heath, Mayor

FY 2024 Fee Schedule

Licenses			
Alarm Company	80	Per year, Per Code 8.040.30	Police Dept
Amusement		Per Code 5.24.020	Finance
1-5 Machines	500	Per year	
6-10 machines	665	Per year	
11-15 machines	830	Per Year	
Greater than 15 machines	1,500	Per Year	
Billboard License	0.55	Per Year, per square foot	Finance
Transient Merchants and Mobile Vendors		Per Code 5.32.070	ABCD
New application	100		
Renewal	50	Per year	
Hotel License	50	Per Code 5.68.060	ABCD
Fortune Telling License	100		ABCD
Door to Door Solicitors	100	Plus \$40 background check performed, Per year, Per Code 5.34.070	City Clerk
Pool Table		Per Code 5.48.020	Finance
1	10	Each	
Additional tables over 1	5	Each	
Restaurant	80	Per year, Per Code 5.52.060	Finance
Theatre	75	Per year, Per Code 5.60.040	Police Dept
Towing Company			Police Dept
Application Fee	80		
License	80	Per Code 5.64.030	

Misc. Fees (by Business Development)			
Food Truck Pad Rental	50	Per month	
Trolley Rental Fee			
Hourly rate	150	Per hour, private event or for-profit business	
Hourly rate	125	Per hour, non-profit or government entity	

Misc. Fees (by Finance)			
Return Check Fee	40		

MPIA Request Fees (by All Departments)			
First two hours processing request	Waived		
Work exceeding two hours, Departments will charge attorney hourly fee (if applicable) and hourly fee for department staff	*	Varies by Department	

FY 2024 Fee Schedule

Misc. Fees (by City Clerk)		
Sale of Code Book		Each, Set by Resolution, Per Code 1.04.080
Financial Disclosure Statement Late Fee	20	Per day for 5 days, then \$10 per day up to max of \$250; Per Code 1.12.060
Circus or Horsemanship Event Fee	75	Per day, Per Code 5.44.010
Other Exhibitions	5	Per day, Per Code 5.44.010
Commercial Sound Truck Operation Fee	1	Per Code 8.20.080
Filing Fee (Mayoral Candidates)	25	SC-8
Filing Fee (City Council Candidates)	15	SC-8
Bankrupt, Fire and Close-out sales	5	Per month, Renewal – \$50/month, Per code 5.16.010

Landlord Licenses and Other Misc. fees (by the HCDD Department)		
Landlord License Fee 1st Year		Per Code 15.26.050
If paid within 60 days	120	
If paid by between 61-150 days	185	
If paid after 150 days	315	
Landlord License Unit Registration 1st Year		Per Code 15.26.040
If paid within 60 days	120	
If paid by between 61-150 days	185	
If paid after 150 days	315	
Landlord License Fee Renewal		Per Code 15.26.060
if paid by March 1st	75	
if paid 3/2 - 7/1	140	
if paid > 7/1	270	
Landlord License Unit Registration Renewal		Per Code 15.026.060
if paid by March 1st	75	per unit
if paid 3/2 - 7/1	140	For first unit plus \$88 for each additional unit
if paid > 7/1	270	For first unit plus \$96 for each additional unit
Administrative Fee for Fines	100	
Foreclosed Property Registration	1,000	One-time fee, Per Code 15.21.040
Re-inspection Fee	100	On each citation, Per Code 15.27.030
Appeal Procedure Fees (Enforced by HCDD)		
<u>Title - 8 Health and Safety Code Appeal</u>	<u>200</u>	<u>Per appeal</u>
<u>Title - 12 Streets, Sidewalks and Public Places Code Appeal</u>	<u>200</u>	<u>Per appeal</u>
<u>Title - 15.22 Vacant Buildings Code Appeal</u>	<u>500</u>	<u>Per appeal</u>
<u>Title - 15.26 Rental Registration</u>	<u>500</u>	<u>Per appeal</u>
<u>Title - 15.27 Chronic Nuisance Property</u>	<u>500</u>	<u>Per appeal</u>
<u>Title - 15.24.280 Condemnation</u>	<u>500</u>	<u>Per appeal</u>
<u>Title - 15.24.325 Plan for Rehabilitation</u>	<u>500</u>	<u>Per appeal</u>
<u>Title - 15.24.350 Failure to Comply with Demolition Order</u>	<u>500</u>	<u>Per appeal</u>
<u>Title - 15.24.950 Occupancy</u>	<u>500</u>	<u>Per appeal</u>
<u>Title - 15.24.1640 Order to Reduce Occupancy</u>	<u>500</u>	<u>Per appeal</u>
Residential Vacant Building Registration	\$200	Per year, Per Code 15.22.040

FY 2024 Fee Schedule

Residential Vacant Building Annual Inspection Fee	\$100	Per year, after first fiscal year – Per Code 15.22.040														
Residential Vacant Building Annual Fee	Variable, see chart below															
<table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;">Number of Years Vacant</th> <th style="text-align: left;">Annual Fee</th> </tr> </thead> <tbody> <tr> <td>1 year</td> <td>200</td> </tr> <tr> <td>2 years:</td> <td>500</td> </tr> <tr> <td>3-4 years:</td> <td>750</td> </tr> <tr> <td>5-9 years:</td> <td>1,000</td> </tr> <tr> <td>10 years:</td> <td>1,500</td> </tr> <tr> <td>More than 10 years vacant:</td> <td>2,000, plus \$500 for every year the property remains vacant</td> </tr> </tbody> </table>			Number of Years Vacant	Annual Fee	1 year	200	2 years:	500	3-4 years:	750	5-9 years:	1,000	10 years:	1,500	More than 10 years vacant:	2,000, plus \$500 for every year the property remains vacant
Number of Years Vacant	Annual Fee															
1 year	200															
2 years:	500															
3-4 years:	750															
5-9 years:	1,000															
10 years:	1,500															
More than 10 years vacant:	2,000, plus \$500 for every year the property remains vacant															
Nonresidential Vacant Building and Non-residential Vacant Lot Registration	\$500															
Nonresidential Vacant Building Annual Inspection Fee	\$150	Per year, after first fiscal year – Per Code 15.22.040														
Nonresidential Vacant Building Annual Fee	Variable, See Chart Below	Per year, Per Code 15.22.040														
<table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;">Assessed Value between</th> <th style="text-align: left;">Annual Fee</th> </tr> </thead> <tbody> <tr> <td>\$0 - \$500,000</td> <td>\$500</td> </tr> <tr> <td>\$500,001- \$5,000,000</td> <td>\$2,000</td> </tr> <tr> <td>\$5,000,001 and over</td> <td>\$5,000</td> </tr> </tbody> </table>			Assessed Value between	Annual Fee	\$0 - \$500,000	\$500	\$500,001- \$5,000,000	\$2,000	\$5,000,001 and over	\$5,000						
Assessed Value between	Annual Fee															
\$0 - \$500,000	\$500															
\$500,001- \$5,000,000	\$2,000															
\$5,000,001 and over	\$5,000															
Nonresidential Vacant Lot Annual Fee	\$0.10 per sqft, or \$500, whichever is greater															

FY 2024 Fee Schedule

Community Center Rental Fee		
Truitt Community Center – Gymnasium	35	Per hour
Truitt Community Center – Multi-purpose Field	10	Per hour
Newton Community Center – Community Room	20	Per hour
Newton Community Center – Kitchen	20	Per hour
Newton Community Center – Resource Office	15	Per hour
Community Center – Supplies, per Item	Vary	Each
Community Center – Equipment, per Item	Vary	Each

Misc. Fees (by Field Operations)		
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Outdoor Rental Space – Small Family Functions, up to 20 people		
Park Pavilion	25	Per day w/o RR
Outdoor Rental Space – Large Private Function or Public Events		
Park Pavilion (with restrooms)	75	Per Day W RR
Rotary/Bandstand, Doverdale, Lake Street	100	Per Day W RR
Amphitheater <u>or Riverwalk Games Park</u>	160 175	Per day
Amphitheater Hourly Rental <u>or Riverwalk Games Park</u>	25	Per hour weekend (max 2-hour block), as is
Amphitheater Hourly Rental <u>or Riverwalk Games Park</u>	10	Per hour weekday (max 2-hour block), as is
Park Pavilion (no restrooms): Jeanette P. Chipman Boundless, Kiwanis, Marina Riverwalk, Market Street, Newton-Camden Tot Lot, Waterside	50	Per day
Streets /Parking Lots	100 1 st Per St and 50 each add	Per day
5K Race	150	Per day
City park, designated park area or amenity not listed	50	Per day
Ball field/ Basketball Court / Tennis Court	10 and 40 w/lights	Per hour
Personnel		
Site Supervisor Suggest \$25.00/ Site Coordinator	25	Per hour
Maintenance Labor	25	Per hour
Security/Police/EMS/FIRE (per person)	60	Per hour. 3 hours minimum or \$180
Supplies & Equipment		
Maintenance Supplies (as required)	Vary	
Sports Equipment	Vary	
Additional Trash Cans - Events with over 200 people require additional trashcans, recycle or compost bin and a recycling plan.	5	Per Container
Barrier Fence (Snow Fence)	1	Per Linear Foot
Traffic Control Devices		
Hard Stop Dump truck/other	50	Per day
Digital Msg. Board	50	Per day
Street Barricades	10	Each per day

FY 2024 Fee Schedule

Cones	1	Each per day
Traffic Control Sign	10	Each per day
Jersey Barrier	600	Minimum 4, delivery, set-up and remove
Ceremonial Street Renaming		
Ceremonial Street Renaming – Materials & Labor Fee	250	

Waste Disposal Fees (by Field Operations)		
Trash Service	67.69	Per quarter, Per Code 8.16.090
Bulk Trash Pick up	30	For three items, additional amounts for specific items, Per Code 8.16.060
Trash Cans	80	Per can (plus \$4.80 tax), Per Code 8.16.060

Water/Sewer Misc. Fees (by Water Works)		
Water & Sewer Admin Fee (Late Charge)	50	Per occurrence, Per Code 13.08.040
Water Turn On Fee	80	For after hours, Per Code 13.08.040
Water Meter Reading Fee	25	Per request, Per Code 13.08.030
Water Turn On Fee	20	Per request, Per Code 13.08.040
Fire Service	746	Annually per property, Per Code 13.08.050
Meter Test		
In City Limits	40	Per request, Per Code 13.08.030
Out of City Limits	50	Per request, Per Code 13.08.030
Water and Sewer Services		See Water Sewer Rate Ordinance, Quarterly, Per Code 13.08.130-13.12.090

WWTP Pretreatment Program Fees (by Water Works)		
Significant Industrial Users: (Per Code 13.12.110)		
IA discharges flow \geq 5% of WWTP flow	8,700	30 units
IB discharges flow \geq 50,000 gpd	7,250	25 units
IC categorical user which discharges	5,800	20 units
ID discharges flow \geq 25,000 gpd	4,350	15 units
IE categorical user which does not discharge	2,900	10 units
Minor Industrial Users: (Per Code 13.12.110)		
IIA-1 discharges flow ³ 5,000 gpd or hospitals, campus	2,030	7 units
IIA-2 discharges flow ³ 5,000 gpd or light industry, hotels	1,450	5 units
IIB discharges flow ³ 1,000 gpd or fast food, large restaurants, large garages	580	2 units
IIC discharges flow 500 - 1,000 gpd or small restaurants, small garages	435	1.5 units
IID discharges flow ³ 500 gpd or restaurants that are carry out only no fryer	290	1 unit
IIE photographic processor which discharges silver rich wastewater	290	1 unit
<i>Pretreatment fees are an annual fee, invoices are sent each January to cover the calendar year.</i>		

Towing Fees		
Maximum Towing and Storage Fees (vehicles up to 10,000 GVW)		
Disabled Vehicle Tow	100	
Emergency Relocation Tow (up to 2 Miles)	80	Per Code 5.64.100

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Impound Vehicle Tow	135	
Standby/Waiting Time - Billed in 15 minute increments only after 16 minute wait	75	Per hour
Winching (Does not include pulling vehicle onto rollback type truck) - Billed in 15 minute increments	110	Per hour
Storage – Beginning at 12:01 am following the tow	50	Per calendar day or portion thereof, Per Code 5.64.120
Administrative Fee – Impounds Only	50	
Snow Emergency Plan in Effect (in addition to other applicable towing fees)	50	
Release Fee (After hours only, at tower’s discretion) – Normal business hours defined as M-F, 9am-6pm	55	

Building Fees (by the Department of Infrastructure and Development)

Building Plan Review Fees (Per Code 15.04.030)		Residential, Commercial, Accessory
<i>Fees based on cost of construction:</i>		
Up to \$ 3,000	50	
\$3,001 to \$100,000	90	
\$100,001 to \$500,000	250	
\$500,001 to \$1,000,000	300	
\$1,000,001 and Up	375	
Building Permit Fees (Per Code 15.04.030)		Residential, Commercial, Accessory, Fence
<i>Fees based on cost of construction:</i>		
Up to \$ 3000	50	
\$3001 and Up	60	Plus (.0175 * Cost of Construction)
\$100,001 to \$500,000	1,300	Plus (\$10 for each \$1,000 over \$100,000)
\$500,001 to \$1,000,000	4,900	Plus (\$9 for each \$1,000 over \$500,000)
\$1,000,001 and Up	8,500	Plus (\$7 for each \$1,000 over \$1,000,000)
Outdoor Advertising Structure Fee (Per Code 17.216.240)		Per SF foot of sign surface per year
	.50	
Other Building Fees:		
Historic District Commission Application	50 150	
Board of Zoning Appeals	50 150	County Fee \$100, Per Code 17.12.110 Plus advertising costs
Demo - Residential	125	Per Code 15.04.030
Demo - Commercial	175	Per Code 15.04.030
Gas	30	Plus \$10 per fixture, Per Code 15.04.030b
Grading	200	Per Code 15.20.050
Maryland Home Builders Fund	50	Per new SFD
Mechanical	50	Per Code 15.04.030
Occupancy Inspection	75	Per Code 15.04.030
Plumbing	30	\$10 per fixture (may vary), Per Code 15.04.030b
Sidewalk Sign		Set by resolution, Per Code 12.40.020
Sidewalk Café Fee	50	Set by ordinance 2106, Per Code 12.36.020
Sign	50	Plus (\$1.50 per Sq Ft), Per Code 17.216.238
Temp Sign	25	Per month, Per Code 17.216.238
Temp Trailer	25	Per month, Per Code 15.36.030b
Tent	40	Per Code 15.04.030
Well	50	Per Code 13.20.020
Zoning Authorization Letter	50	Per Code 17.12.040
Re-inspection Fee	50	More than 2 insp of any required insp, Per Code 15.04.030
Adult Entertainment Permit Application Fee	100	Per Code 17.166.020

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Outdoor Advertising Structure Fee	.50	Per sq ft of sign surface area, Per Code 17.216.240
Notice of Appeal Fee; Sidewalk Sign Standards Violation	100	Per Code 12.40.040
Reconnection Fee; Public Water Connection; Refusal of Inspection	25	Per Code 13.08.100
Administrative Fee – renew temporary certificate of occupancy	100	
<u>Annexation Fees:</u>		
Up to five (5) acres	2,000	
Five (5) acres or more but less than ten (10) acres	10,000	
Ten (10) acres or more but less than twenty-five (25) acres	25,000	
Twenty-five (25) acres or more but less than fifty (50) acres	35,000	
Fifty (50) acres or more	50,000	
Planning Commission		
Comprehensive Development Plan Review – Non-Residential	\$250	Plus \$10 per 1,000 sq. ft. Subsequent submittals, which generate additional comments, may be charged an additional \$250.
Comprehensive Development Plan Review – Residential	\$250	Plus \$10 per unit. Subsequent submittals, which generate additional comments, may be charged an additional \$250.
Certificate of Design/Site Plan Review	\$250	Plus \$10 unit/acre. Subsequent submittals, which generate additional comments, may be charged an additional \$250.
Paleochannel/Wellhead Protection Site Plan Review	\$100	
Rezoning	200 \$500	Plus \$15 per acre and advertising cost
Text Amendment	200 \$500	Plus advertising cost
Critical Area Program		
		Ordinance No. 2578
Certificate of Compliance (Per Code 12.20.110)		
Building Permits	75	Activities per code 12.20.110.F. are exempt
Subdivision	200	In addition to standard fee
Site Plans/Certificate of Design/Comprehensive Development Plan	100	In addition to standard fee
Resubdivision	100	In addition to standard fee
Fee-In-Lieu (Per Code 12.20.540)		
		\$1.50 per square foot of mitigation area
License to Encumber Program		
Application – Installation of Service Line	75	\$25 per additional service line in project area, defined as ¼ mile radius from primary address
Application – Large Boring Project	125	Includes up to 500 linear feet. \$50 for additional 250 linear feet above the initial
Application – Large Open/Cut	250	Includes up to 500 linear feet. \$100 for additional 250 linear feet above the initial
Application – Micro-Trenching Project	125	Includes up to 500 linear feet. \$50 for additional 250 linear feet above the initial
Application – Installation of New Utility Pole (excluding Small Cell facilities)	500	
Application – Underground utility project replacing overhead utilities and removing utility poles	Waived	

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License to Encumber Program - Small Wireless Facilities		Ordinance No. 2580
Application	500	For up to five (5) small wireless facilities
Application – additional facilities	100	For each additional small wireless facility addressed in the application beyond five
Access to the Right of Way fee	1,000	Per each new small wireless facility pole
Annual fee for access to the Right of Way	270	Per year per small wireless facility after year 1
Storm Water Utility (2306)		
Fee to maintain City storm water facilities	30	Per year per Equivalent Residential Unit
Stormwater Utility Credit Application (2306)		
Fee to apply for credit to Stormwater Utility	150	Per application
Street Break Permit (Per Code 12.12.020)		
Permit for breaking City public streets and way	50	Per break location
Install new or replace existing sidewalk, residential	50	
Install new or replace existing sidewalk, commercial	100	
Install new driveway, residential	150	
Install new driveway, commercial	300	
Excavate street or sidewalk to conduct maintenance of underground facilities	150	\$50 per additional “break” in project area
Excavate street or sidewalk to replace existing utility pole	250	\$100 per additional pole replaced in project area
Excavate street or sidewalk to replace or remove utility pole permanently	Waived	
Obstruction Permit (Per Code 12.12.020)		
Permit for obstructing City public streets and ways	50	Per location
Dumpster – residential, obstruction permit	50	Renewal fee of \$25 after 30 days
Dumpster – commercial, obstruction permit	100	Renewal fee of \$50 after 30 days
Sidewalk closure	50	\$5 per day over 30 days
Lane closure (including bike lane)	100	\$10 per day over 30 days
Street closure	250	\$25 per day over 30 days
Street closure for Block Party or Community Event	Waived	Fee under Outdoor Rental Space Public Events - Streets
Water and Sewer Connection Fee (Per Code 13.02.070)		
Comprehensive Connection Charge of Connection fee for the Developer’s share in the equity of the existing utility system-	3,710	Per Equivalent Dwelling Unit (water \$1,925, sewer \$1,785)
Water and Sewer Infrastructure Reimbursement Fee (Per Code 13.02.070)		
Comprehensive Connection Charge for Infrastructure Reimbursement Fees is based on actual costs of water and sewer infrastructure installed by a Developer.	*	* Fee amount is project dependent. Infrastructure Reimbursement Fee is the prorated share of the cost of the water and sewer mains based on this project’s percentage of the capacity of the proposed infrastructure project.
Infrastructure Reimbursement Administrative Fee (Per Code 13.02.090)		
Administrative fee assessed on Infrastructure Reimbursement Fee for processing	*	0.1 percent of the Infrastructure Reimbursement Fee

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Development Plan Review Fee (1536)		
<u>Development plans may consist of but not limited to the following: Stormwater Management, Grading, Landscaping, Lighting, Site Layout, Traffic Control, and Utilities.</u>		
Fee for review of development plans and traffic control plans	\$1,000 \$1,250	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 <u>code Stormwater Management Waiver Reviews</u>	400	
Water and Sewer Inspection Fee (R 1341)		
Fee for inspection of public water and sewer improvements		7.5 % of the approved cost estimate for construction of proposed public water and sewer improvements
Public Works Agreement recording fee (Per County Court)		
Recording fee for Public Works Agreements		
For 9 pages or less	60.00 *	Per request Per Circuit Court Fee Schedule
For 10 pages or more	115.00 *	Per request Per Circuit Court Fee Schedule
Stormwater Management As-Built recording fee (Per County Court)		
Recording fee for Stormwater Management As-Built.	10.00 *	Per request Per Circuit Court Fee Schedule
Subdivision review fee (1536)		
Fee for Subdivision review	200.00	
Resubdivision review fee (1536)		
Fee for Resubdivision reviews	200.00	
Administrative Fee for Connection Fee payment Plans (R 2029)		
Administrative Fee for Connection Fee payment Plans	25.00	
Maps and Copying Fees		
City Street Map	5.00	Ea
Street Map Index	1.00	Ea
Property Maps	3.00	Ea
Sanitary Sewer Utility Maps (400 Scale)	3.00	Ea
Storm Water Utility Maps (400 Scale)	3.00	Ea
Water Main Utility Maps (400 Scale)	3.00	Ea
Sanitary Sewer Contract Drawings	1.00	Ea
Storm Water Contract Drawings	1.00	Ea
Water Main Contract Drawings	1	Ea
Black and White Photocopying (Small Format)	.25	Sq. ft
Black and White Photocopying (Large Format)	.50	Sq. ft
Color Photocopying (Small Format) \$1/sq.ft.	1	Sq. ft
Color Photocopying (Large Format) \$2/sq.ft.	2	Sq. ft

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Port of Salisbury Marina Fees (by Field Operations)		
Transient		
<i>Slip Fees based on size of vessel</i>	1.05	Per foot per day
Electric 30-amp service	6.00	Per day
Electric 50-amp service	12.00	Per day
Slip Rental – Monthly		
<i>Fees based on size of vessel</i>		
October through April	4.75	Per foot + electric
May through September	6.50	Per foot + electric
Slip Rental – Annual*		*Annual rates are to be paid in full up front, electric can be billed monthly
Boats up to and including 30 feet long	1,450	+ electric
Boats 31 feet and longer	56	Per foot + electric
Fuel	.50	Per gallon more than the cost per gallon purchase price by the City
Electric Service		
<i>Fees per meter</i>		
Electric 30-amp service	36	Per month
Electric 50-amp service	60	Per month

EMS Services			
	Resident	Non-Resident	
BLS Base Rate	950.00	1,050.00	
ALS1 Emergency Rate	1,100.00	1,200.00	
ALS2 Emergency Rate	1,300.00	1,400.00	
Mileage (per mile)	19.00	19.00	
Oxygen	Bundle	Bundle	
Spinal immobilization	Bundle	Bundle	
BLS On-scene Care	250.00	300.00	
ALS On –scene Care	550.00	650.00	

Water Works		
Temporary connection to fire hydrant (Per Code 13.08.120)		
Providing temporary meter on a fire hydrant for use of City water	64.50	Per linear foot based on the area of the property and is the square root of the lot area, in square feet
In City	40.00	Plus charge for water used per current In City rate, \$10 minimum
Out of City	50.00	Plus charge for water used per current Out of City rate, \$10 minimum
Hydrant flow test (Per Code 13.08.030)		
To perform hydrant flow tests		
In City	125.00	Per request
Out of City	160.00	Per request
Fire flush and Fire pump test (Per Code 13.08.030)		

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To perform hydrant flow tests To perform meter tests on ¾" and 1" meters.		
In City	125.00	Per request
Out of City	160.00	Per request
Meter tests (Per Code 13.08.030)		
To perform meter tests on ¾" and 1" meters.		
In City	40.00	Per request
Out of City	50.00	Per request
Water Meter/Tap Fee and Sewer Connection Fee (Per Code 13.02.070)		
Water Meter/Tap Fee and Sewer Connection Fee if water and sewer services are installed by City forces.	*	The tap and connection fee amount is the actual cost of SPW labor and materials or per this schedule.
Water Tapping Fees - In City:		
¾ Water Meter	3,850	Per Connection
1" Water Meter	4,160	Per Connection
1 ½" Water Meter T-10 Meter	5,810	Per Connection
2" Water Meter - T-10 Meter	6,200	Per Connection
2" Water Meter - Tru Flo	7,320	Per Connection
Water Tapping Fees - Out of City		
¾ Water Meter	4,810	Per Connection
1" Water Meter	5,200	Per Connection
1 ½" Water Meter T-10 Meter	7,265	Per Connection
2" Water Meter - T-10 Meter	7,750	Per Connection
2" Water Meter - Tru Flo	9,155	Per Connection
Sanitary Sewer Tapping Fees - In City:		
6" Sewer Tap	3,320	Per Connection
8" Sewer Tap	3,380	Per Connection
6" or 8" Location & Drawing Fee	45	Per Connection
Sanitary Sewer Tapping Fees – Out of City		
6" Sewer Tap	4,150	Per Connection
8" Sewer Tap	4,225	Per Connection
6" or 8" Location & Drawing Fee	60	Per Connection
Water Meter and Setting Fee (Per Code 13.02.070)		
Water meter setting fee for installation of water meter when tap is done by a contractor. <u>Water meter fee is the cost of the meter.</u>		
Meter Setting Fees - In City:		
¾ Water Meter	125 400	Per Connection
1" Water Meter	125 525	Per Connection
1 ½" Water Meter T-10 Meter	150 785	Per Connection
2" Water Meter T-10 Meter	150 905	Per Connection
Larger than 2" Water Meter - Tru Flo	1,250 2,030	Per Connection
Meter Setting Fees - Out of City		
¾ Water Meter	175 495	Per Connection
1" Water Meter	175 655	Per Connection
1 ½" Water Meter T-10 Meter	200 980	Per Connection
2" Water Meter T-10 Meter	200 1,130	Per Connection
Larger than 2" Water Meter - Tru Flo	1,250 2,535	Per Connection
Meter Fees		
<u>¾ Water Meter</u>	<u>400</u>	

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<u>1" Water Meter</u>	<u>500</u>	
<u>1 1/2" Water Meter</u>	<u>*</u>	<u>Determined by current market price of the meter</u>
<u>2" Water Meter</u>	<u>1,200</u>	
<u>Larger than 2"</u>	<u>*</u>	<u>Determined by current market price of the meter</u>

Parking Violations, False Alarms, Infractions, Scofflaw, MPIA Fees (by the Police & Fire Departments)			
Animal Control	50-100		Police Department
MPIA Request Fees			Police Department
First two hours processing request	Waived		
Work exceeding two hours, SPD will charge attorney hourly fee and hourly fee for Records Tech	75 30	Attorney hourly fee Records Tech hourly fee	
Black and white copy of paper document and photographs	0.25	Per copy	
DVD production	15.00	Per DVD produced	
False Police Alarms (Per Code 8.040.050)			Police Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 rd incident	50		
4 th incident	90		
Greater than 4 each incident	130		
False Fire Alarms (Per Code 8.040.050)			Fire Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 rd incident	45		
4 th incident	90		
Greater than 4 each incident	135		
Scofflaw			Police Department
Tow	135		
Storage	50		
Administrative Fee	35		
Business Administrative Fee	30		

Parking Permits and Fees

	UOM	1-Jul-23 Rate	1-Jul-23 Non-Profit Rate
Parking Permits (Per Code 10.04.010)			
Lot #1 - lower lot by library	Monthly	50.00 55.00	40.00 41.25
Lot #4 - behind City Center	Monthly	50.00 55.00	40.00 41.25
Lot #5 - Market St. & Rt. 13	Monthly	45.00 50.00	36.25 37.50
Lot #7 & 13 - off Garrettson Pl.	Monthly	20.00 25.00	17.50 18.75
Lot #9 - behind GOB	Monthly	50.00 55.00	40.00 41.25
Lot #10 - near State bldg/SAO	Monthly	50.00 55.00	40.00 41.25
Lot #11 - behind library	Monthly	45.00 50.00	36.25 37.50
Lot #12 - beside Market St. Inn	Monthly	45.00 50.00	36.25 37.50
Lot #15 - across from Feldman's	Monthly	50.00 55.00	40.00 41.25

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Lot #16 - by Avery Hall	Monthly	50.00 55.00	40.00 41.25
Lot #20 – Daily Times	Monthly	50.00 55.00	40.00 41.25
Lot #30 - by drawbridge	Monthly	25.00 30.00	21.25 22.50
Lot #33 - east of Brew River	Monthly	25.00 30.00	21.25 22.50
Lot #35 - west of Brew River	Monthly	25.00 30.00	21.25 22.50
Lot SPS - St. Peters St.	Monthly	50.00 55.00	40.00 41.25
E. Church St.	Monthly	50.00 55.00	40.00 41.25
W. Church St.	Monthly	50.00 55.00	40.00 41.25
Parking Garage	Monthly	60.00 70.00	50.00 52.50
<u>Student Housing Bulk Permits (30 or more)</u>		<u>35.00</u>	<u>26.25</u>
Transient Parking Options			
Parking Lot #1 (first 2-hrs of parking are FREE)	Hourly	2.00	
Parking Garage	Hourly	2.00	
Parking Meters	Hourly	2.00	
Pay Stations			
For hours 1-2	Hourly	2.00	
For hour 3 with a 3 hour Maximum Parking Limit	Hourly	3.00	
Miscellaneous Charges (Per Code 10.04.010)			
Replacement Parking Permit Hang Tags	Per Hang Tag	5.00	
Parking Permit Late Payment Fee (+15 days)	Per Occurrence	5.00	
New Parking Garage Access Card	Per Card	10.00	
Replacement Parking Garage Access Card	Per Card	10.00	

Fire Prevention Fees (by the Fire Department)

Plan review and Use & Occupancy Inspection		
<u>Basic Fee</u> – For all multi-family residential, commercial, industrial, and institutional occupancies. Including, but not limited to, new construction, tenant fit-out, remodeling, change in use and occupancy, and/or any other activity deemed appropriate by the City of Salisbury Department of Infrastructure and Development.		60% of the building permit fee; \$75 minimum (Not included – plan review and related inspection of specialized fire protection equipment as listed in the following sections)
<u>Expedited Fees</u> – If the requesting party wants the plan review and inspection to be expedited, to be done within three business days		20% of the basic fee; \$500 minimum (This is in addition to the basic fee)
<u>After</u> – Hours Inspection Fees. If the requesting party wants an after-city-business-hours inspection.	\$100	Per hour/per inspector; 2 hours minimum
Fire Permit Fees		
<u>Fire Alarm & Detection Systems</u> – Includes plan review and inspection of wiring, controls, alarm and detection equipment and related appurtenances needed to provide a complete system and the witnessing of one final acceptance test per system of the completed installation.		
• Fire Alarm System	\$100	Per system
• Fire Alarm Control Panel	\$75	Per panel
• Alarm Initiating Device	\$1.50	Per device
• Alarm Notification Device	\$1.50	Per device
• Fire Alarm Counter Permit	\$75	For additions and alterations to existing systems involving 4 or less notification/initiating devices.
<u>Sprinkler, Water Spray and Combined Sprinkler & Standpipe Systems</u> – Includes review of shop drawings, system inspection and witnessing of one hydrostatic test, and one final acceptance test per floor or system.		
• NFPA 13 & 13R	\$1.50	Per sprinkler head; 150 minimum
• NFPA 13D	100	Per Dwelling
• Sprinkler Counter Permit	\$75	For additions and alterations to existing systems involving less than 20 heads.

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<p><u>Standpipe Systems</u> – The fee applies to separate standpipe and hose systems installed in accordance with NFPA 14 standard for the installation of standpipe and hose systems as incorporated by reference in the State Fire Prevention Code (combined sprinkler systems and standpipe systems are included in the fee schedule prescribed for sprinkler systems) and applies to all piping associated with the standpipe system, including connection to a water supply, piping risers, laterals, Fire Department connection(s), dry or draft fire hydrants or suction connections, hose connections, piping joints and connections, and other related piping and appurtenances; includes plan review and inspection of all piping, control valves, connections and other related equipment and appurtenances needed to provide a complete system and the witnessing of one hydrostatic test, and one final acceptance test of the completed system.</p>	\$50	Per 100 linear feet of piping or portion thereof; \$100 minimum
<p><u>Fire Pumps & Water Storage Tanks</u> – The fees include plan review and inspection of pump and all associated valves, piping, controllers, driver and other related equipment and appurtenances needed to provide a complete system and the witnessing of one pump acceptance test of the completed installation. Limited service pumps for residential sprinkler systems as permitted for NFPA 13D systems and water storage tanks for NFPA 13D systems are exempt.</p>		
<ul style="list-style-type: none"> • Fire Pumps 	\$.50	Per gpm or rated pump capacity; \$125 minimum
<ul style="list-style-type: none"> • Fire Protection Water Tank 	\$75	Per tank
<p><u>Gaseous and Chemical Extinguishing Systems</u> – Applies to halon, carbon dioxide, dry chemical, wet chemical and other types of fixed automatic fire suppression systems which use a gas or chemical compound as the primary extinguishing agent. The fee includes plan review and inspection of all piping, controls, equipment and other appurtenances needed to provide a complete system in accordance with referenced NFPA standards and the witnessing of one performance or acceptance test per system of the completed installation.</p>	\$1.00	Per pound of extinguishing agent; \$100 125 minimum; or \$150 per wet chemical extinguishing system
<ul style="list-style-type: none"> • Gaseous and Chemical Extinguishing System Counter Permit 	\$75	To relocate system discharge heads
<p><u>Foam Systems</u> – The fee applies to fixed extinguishing systems which use a foaming agent to control or extinguish a fire in a flammable liquid installation, aircraft hangar and other recognized applications. The fee includes plan review and inspection of piping, controls, nozzles, equipment and other related appurtenances needed to provide a complete system and the witnessing of one hydrostatic test and one final acceptance test of the completed installation.</p>	\$75	Per nozzle or local applicator; plus \$1.50/ sprinkler head for combined sprinkler/foam system; \$100 minimum
<p><u>Smoke Control Systems</u> – The fee applies to smoke exhaust systems, stair pressurization systems, smoke control systems and other recognized air-handling systems which are specifically designed to exhaust or control smoke or create pressure zones to minimize the hazard of smoke spread due to fire. The fee includes plan review and inspection of system components and the witnessing of one performance acceptance test of the complete installation.</p>	\$100	Per 30,000 cubic feet of volume or portion thereof of protected or controlled space; \$200 minimum
<p><u>Flammable and Combustible Liquid Storage Tanks</u> – This includes review and one inspection of the tank and associated hardware, including dispensing</p>	\$.01	Per gallon of the maximum tank capacity; 100 minimum

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equipment. Tanks used to provide fuel or heat or other utility services to a building are exempt.		
Emergency Generators – Emergency generators that are a part of the fire/life safety system of a building or structure. Includes the review of the proposed use of the generator, fuel supply and witnessing one performance evaluation test.	\$100	
Marinas and Piers	\$25	Per linear feet of marina or pier; plus \$1.00 per slip; \$100 minimum
Reinspection and Retest Fees		
<ul style="list-style-type: none"> • 1st Reinspection and Retest Fees 	\$100	
<ul style="list-style-type: none"> • 2nd Reinspection and Retest Fees 	\$250	
<ul style="list-style-type: none"> • 3rd and Subsequent Reinspection and Retest Fees 	\$500	
Consultation Fees – Fees for consultation technical assistance.	\$75	Per hour
Fire-safety Inspections. The following fees are not intended to be applied to inspections conducted in response to a specific complaint of an alleged Fire Code violation by an individual or governmental agency		
Assembly Occupancies (including outdoor festivals):		
<ul style="list-style-type: none"> • Class A (>1000 persons) 	\$300	
<ul style="list-style-type: none"> • Class B (301 – 1000 persons) 	\$200	
<ul style="list-style-type: none"> • Class C (51 – 300 persons) 	\$100	
<ul style="list-style-type: none"> • Fairgrounds (<= 9 buildings) 	\$200	
<ul style="list-style-type: none"> • Fairgrounds (>= 10 buildings) 	\$400	
<ul style="list-style-type: none"> • Recalculation of Occupant Load 	\$75	
<ul style="list-style-type: none"> • Replacement or duplicate Certificate 	\$25	
Education Occupancies:		
<ul style="list-style-type: none"> • Elementary School (includes kindergarten and Pre-K) 	\$100	
<ul style="list-style-type: none"> • Middle, Junior, and Senior High Schools 	\$150	
<ul style="list-style-type: none"> • Family and Group Day-Care Homes 	\$75	
<ul style="list-style-type: none"> • Nursery or Day-Care Centers 	\$100	
Health Care Occupancies:		
<ul style="list-style-type: none"> • Ambulatory Health Care Centers 	\$150	Per 3,000 sq.ft. or portion thereof
<ul style="list-style-type: none"> • Hospitals, Nursing Homes, Limited-Care Facilities, Domiciliary Care Homes 	\$100	Per building; plus \$2.00/patient bed
<ul style="list-style-type: none"> • Detention and Correctional Occupancies 	\$100	Per building; plus \$2.00/bed
Residential:		
<ul style="list-style-type: none"> • Hotels and Motels 	\$75	Per building; plus \$2.00/guest room
<ul style="list-style-type: none"> • Dormitories 	\$2	Per bed; \$75 minimum
<ul style="list-style-type: none"> • Apartments 	\$2	Per apartment; \$75 minimum
<ul style="list-style-type: none"> • Lodging or Rooming House 	\$75	Plus \$2.00/bed
<ul style="list-style-type: none"> • Board and Care Home 	\$100	Per building; plus \$2.00/bed
Mercantile Occupancies:		
<ul style="list-style-type: none"> • Class A (> 30,000 sq.ft.) 	\$200	
<ul style="list-style-type: none"> • Class B (3,000 sq.ft. – 30,000 sq.ft.) 	\$100	
<ul style="list-style-type: none"> • Class C (< 3,000 sq.ft.) 	\$75	
Business Occupancies	\$75	Per 3,000 sq.ft. or portion thereof
Industrial or Storage Occupancies:		
<ul style="list-style-type: none"> • Low or Ordinary Hazard 	\$75	Per 5,000 square feet or portion thereof
<ul style="list-style-type: none"> • High-Hazard 	\$100	Per 5,000 square feet or portion thereof
Common Areas of Multitenant Occupancies (i.e., shopping centers, high-rises, etc.)	\$45	Per 10,000 sq.ft. or portion thereof
Outside Storage of Combustible Materials (scrap tires, tree stumps, lumber, etc.)	\$100	Per acre or portion thereof
Outside Storage of Flammable or Combustible Liquids (drums, tanks, etc.)	\$100	Per 5,000 sq.ft. or portion thereof

FY 2024 Fee Schedule

Marinas and Piers	\$100	Per facility; plus \$1.00/slip
Mobile Vendor	\$35	Plus \$.56/mile for inspections outside of the City of Salisbury
Sidewalk Café	\$35	If not part of an occupancy inspection
Unclassified Inspection	\$75	Per hour or portion thereof
Reinspection: If more than one reinspection is required to assure that a previously identified Fire Code violation is corrected		
• 2 nd Reinspection	\$100	
• 3 rd Reinspection	\$250	
• 4 th and Subsequent	\$500	
Fire Protection Water Supply Fees		
Witnessing Fire Main Flush	\$75	
Witness Underground Water Main Hydrostatic Tests	\$75	
Fire Protection Flow Test (in-City)	\$125	
Fire Protection Flow Test (out-of-City)	\$160	
Display Firework Permit		
Firework Display - Includes plan review and associated inspections for any firework display.	\$250	
Sale of Consumer Fireworks		
Stand-alone tent, stand or other commercial space predominately utilized for the sale of consumer fireworks	\$250	
Other commercial space predominately utilized for the sale of goods other than consumer fireworks	\$125	
Fire Report Fees		
1 st Page – Operational Fire Report	\$20	To provide hard or electronic copies of fire reports
• Each Additional Page	\$5	
Third Party Fire Protection Report Processing Fee	\$25	Per submittal – Collected by the third-party data collection agency/company