



## CITY OF SALISBURY CITY COUNCIL AGENDA

---

**JANUARY 23, 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- David L. McLendon, St. James A.M.E. Zion Church
- 6:04 p.m. PROCLAMATION – Human Trafficking Prevention Month- Mayor Jacob R. Day
- 6:09 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:10 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- **Resolution No. 3205**- to approve the appointment of Amber Green to the Youth Development Advisory Committee for term ending January 2026
  - **Resolution No. 3206**- to approve the appointment of Tanika Harmon to the Youth Development Advisory Committee for term ending January 2026
  - **Resolution No. 3207**- to approve the appointment of Kaitlin Ahlers to the Youth Development Advisory Committee for term ending January 2026
  - **Resolution No. 3208**- to approve the appointment of Kelly White to the Youth Development Advisory Committee for term ending January 2026
  - **Resolution No. 3209**- to approve the appointment of Siddharth Ghosh to the Youth Development Advisory Committee for term ending January 2026
  - **Resolution No. 3210**- to approve the appointment of Cassidy Feeney to the Youth Development Advisory Committee for term ending January 2026
  - **Resolution No. 3211**- to approve the re-appointment of Anthony Sarbanes to the Ethics Commission for term ending January 2027
- 6:15 p.m. AWARD OF BIDS- Procurement Director Jennifer Miller
- Award of Bids**
- ITB A-23-109 Liquid Magnesium Hydroxide \$310,000.00
  - ITB 23-113 Armored Vehicle \$227,480.00
- Approval of Tier 6 Change Order**
- ITB 23-102 Paleo Well 3 Construction Completion \$390,280.00
- Declaration of Surplus**
- Dept. of Field Operations: Misc. vehicles and equipment (Qty. 15) \$0.00

6:25 p.m. ORDINANCES- City Attorney Ashley Bosche

- **Ordinance No. 2770**- 2<sup>nd</sup> reading- to reallocate the FY13 Bond proceeds so that they qualify to be used for the Raw Water Line at Naylor Mill project
- **Ordinance No. 2771**- 2<sup>nd</sup> reading- to reallocate the FY16 Bond proceeds so that they qualify to be used for the Raw Water Line at Naylor Mill project
- **Ordinance No. 2772**- 2<sup>nd</sup> reading- to reallocate the FY17 Bond proceeds so that they qualify to be used for the Raw Water Line at Naylor Mill project
- **Ordinance No. 2773**- 1<sup>st</sup> reading- to appropriate funds for the Restore Paleo Well Field project
- **Ordinance No. 2774**- 1<sup>st</sup> reading- to appropriate funds for the Town Square project and for the purchase of vehicles
- **Ordinance No. 2775**- 1<sup>st</sup> reading- to accept grant funds for the design of the Rail Trail, Phase 2 & 3, Construction of Armstrong Parkway Rail Trail Connector and a citywide pedestrian and bike counting program; and to approve a budget amendment to allocate said funds for purposes of implementation
- **Ordinance No. 2776**- 1<sup>st</sup> reading- to accept Maryland State Board of Public Works funds in the amount of 350,000, and to approve a budget amendment to the grant fund to appropriate these funds for the construction of the Truitt Community Center Expansion project
- **Ordinance No. 2777**- 1<sup>st</sup> reading- authorizing the Mayor to transfer from the Revolving Fund, transfer from the Water Sewer Fund, and appropriate funds for the Raw Water Line at Naylor Mill Project in the Water Sewer Capital Project Fund

6:35 p.m. PUBLIC COMMENTS

6:40 p.m. ADMINISTRATION and COUNCIL COMMENTS

6:45 p.m. ADJOURNMENT

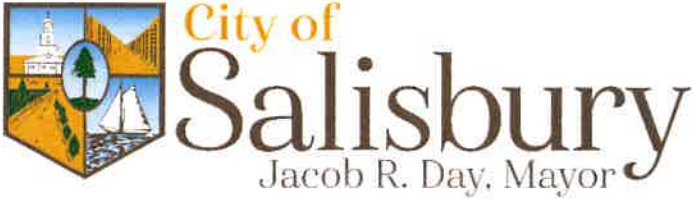
Copies of the agenda items are available for review in the City Clerk's Office, Room 305 – City/County Government Office Building, 410-548-3140 or on the City's website [www.salisbury.md](http://www.salisbury.md). City Council Meetings are conducted in Open Session unless otherwise indicated. All or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

#### **NEXT COUNCIL MEETING – FEBRUARY 13, 2023**

- Resolution No. \_\_\_ to re-appoint Amy Crouse to the Disability Advisory Committee
- **PUBLIC HEARING**- Resolutions- Sharen Drive-Ocean Isle Annexation 2<sup>nd</sup> reading
- **PUBLIC HEARING**- Ordinance No. 2758- 2<sup>nd</sup> reading to amend Section 17.119.020 of the City Code by adding to the area of Planned Development District No. 1-Roberton Farm (PDD No..1) two lots totaling 3.55 acres which together are on the North side of and binding on Sharen Drive, the South side of and binding on Old Ocean City Road-MD Route 346, the East side of and binding on the current corporate line of the City of Salisbury also being the current westerly line of PDD No. 1 and West of but not binding upon Phillip Morris Drive
- **PUBLIC HEARING**- Ordinance No. \_ - 2<sup>nd</sup> reading- amending code to combine Housing Bd of Adjustment and Appeals, Bldg Bd of Adjustment and Appeals, and Bd of Zoning Appeals into new "Board of Appeals"
- Ordinance No. 2773- 2<sup>nd</sup> reading- to appropriate funds for the Restore Paleo Well Field project
- Ordinance No. 2774- 2<sup>nd</sup> reading- to appropriate funds for the Town Square project and to purchase vehicles
- Ordinance No. 2775- 2<sup>nd</sup> reading- to accept grant funds for the design of the Rail Trail, Phase 2 & 3, Construction of Armstrong Parkway Rail Trail Connector and a citywide pedestrian and bike counting program; and to approve a budget amendment to allocate said funds for purposes of implementation

- Ordinance No. 2776- 2<sup>nd</sup> reading- to accept Maryland State Board of Public Works funds in the amount of 350,000, and to approve a budget amendment to the grant fund to appropriate these funds for the construction of the Truitt Community Center Expansion project

Join Zoom Meeting  
<https://us02web.zoom.us/j/88186172560>  
Meeting ID: 881 8617 2560  
Phone: 1.301.715.8592



# MEMORANDUM

**To:** Jacob R. Day, Mayor  
**From:** Jessie Turner, Administrative Assistant  
**Subject:** Appointment to the Youth Development Advisory Committee  
**Date:** December 28, 2022

---

The following person has applied for appointment to the Youth Development Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Amber Green	January 2026

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

Attachments

1 **RESOLUTION NO. 3205**

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

6  
7 Name Term Ending  
8 Amber Green January 2026  
9

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 January 23, 2023.

14  
15 ATTEST:

16  
17  
18 \_\_\_\_\_  
19 Kimberly R. Nichols  
20 CITY CLERK

\_\_\_\_\_

Muir Boda  
PRESIDENT, City Council

21  
22  
23 APPROVED BY ME THIS

24  
25 \_\_\_\_\_ day of \_\_\_\_\_, 2023

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



## MEMORANDUM

**To:** Jacob R. Day, Mayor  
**From:** Jessie Turner, Administrative Assistant  
**Subject:** Appointment to the Youth Development Advisory Committee  
**Date:** December 28, 2022

---

The following person has applied for appointment to the Youth Development Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Tineka Harmon	January 2026

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

Attachments

OK

1 **RESOLUTION NO. 3206**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
Tineka Harmon	January 2026

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 January 23, 2023.

13  
14 ATTEST:

15  
16  
17 \_\_\_\_\_  
18 Kimberly R. Nichols  
19 CITY CLERK

\_\_\_\_\_   
Muir Boda  
PRESIDENT, City Council

20  
21  
22 APPROVED BY ME THIS  
23 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

24  
25  
26  
27 \_\_\_\_\_  
28 Jacob R. Day  
29 MAYOR, City of Salisbury



## MEMORANDUM

**To:** Jacob R. Day, Mayor  
**From:** Jessie Turner, Administrative Assistant  
**Subject:** Appointment to the Youth Development Advisory Committee  
**Date:** January 17, 2023

---

The following person has applied for appointment to the Youth Development Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Kaitlyn Ahlers	January 2026

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

Attachments

OK  
JRJ







## MEMORANDUM

**To:** Jacob R. Day, Mayor  
**From:** Jessie Turner, Administrative Assistant  
**Subject:** Appointment to the Youth Development Advisory Committee  
**Date:** December 30, 2022

---

The following person has applied for appointment to the Youth Development Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Kelly White	January 2026

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

Attachments

OK

1 **RESOLUTION NO. 3208**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
Kelly White	January 2026

8  
9  
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 January 23, 2023.

14  
15 ATTEST:

16  
17  
18  
19 \_\_\_\_\_  
20 Kimberly R. Nichols  
21 CITY CLERK

22  
23 \_\_\_\_\_  
24 Muir Boda  
25 PRESIDENT, City Council

26  
27  
28 APPROVED BY ME THIS

29 \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_

Jacob R. Day, Mayor



## MEMORANDUM

**To:** Jacob R. Day, Mayor  
**From:** Jessie Turner, Administrative Assistant  
**Subject:** Appointment to the Youth Development Advisory Committee  
**Date:** January 17, 2023

---

The following person has applied for appointment to the Youth Development Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Siddharth Ghosh	January 2026

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

Attachments

OK  
JRD

1 **RESOLUTION NO. 3209**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
Siddharth Ghosh	January 2026

8  
9  
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 January 23, 2023.

14  
15 ATTEST:

16  
17  
18 \_\_\_\_\_  
19 Kimberly R. Nichols  
20 CITY CLERK

\_\_\_\_\_

Muir Boda  
PRESIDENT, City Council

21  
22  
23 APPROVED BY ME THIS

24  
25 \_\_\_\_\_ day of \_\_\_\_\_, 2023

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



## MEMORANDUM

**To:** Jacob R. Day, Mayor  
**From:** Jessie Turner, Administrative Assistant  
**Subject:** Appointment to the Youth Development Advisory Committee  
**Date:** January 17, 2023

---

The following person has applied for appointment to the Youth Development Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Cassidy Feeney	January 2026

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

Attachments

OK  
JRD

1 **RESOLUTION NO. 3210**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
Cassidy Feeney	January 2026

8  
9  
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 January 23, 2023.

14  
15 ATTEST:

16  
17  
18  
19 \_\_\_\_\_  
20 Kimberly R. Nichols  
21 CITY CLERK

22  
23 \_\_\_\_\_  
24 Muir Boda  
25 PRESIDENT, City Council

26  
27  
28 APPROVED BY ME THIS

29 \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_

Jacob R. Day, Mayor



## MEMORANDUM

**To:** Jacob R. Day, Mayor  
**From:** Jessie Turner, Administrative Assistant  
**Subject:** Re-Appointment to the Ethics Commission  
**Date:** January 5, 2023

---

The following person has applied for re-appointment to the Salisbury Ethics Commission for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Anthony Sarbanes	January 2027

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

Attachments



1 **RESOLUTION NO. 3211**

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

6  
7 

<u>Name</u>	<u>Term Ending</u>
Anthony Sarbanes	January 2027

8  
9  
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 January 23, 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 Jacob R. Day, Mayor



**COUNCIL AGENDA – Department of Procurement**

**January 23, 2023**

**Award of Bid(s)**

- |  |              |
|--|--------------|
| 1. ITB A-23-109 Liquid Magnesium Hydroxide | \$310,000.00 |
| 2. ITB 23-113 Armored Vehicle              | \$227,480.00 |

**Approval of Tier 6 Change Order**

- |   |              |
|---|--------------|
| 1. ITB 23-102 Paleo Well 3 Construction Completion – Change Order 1 | \$390,280.00 |
|---|--------------|

**Declaration of Surplus**

- |  |         |
|--|---------|
| 1. Dept. of Field Operations: Misc. vehicles and equipment (Qty. 15) | \$ 0.00 |
|--|---------|



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

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** January 23, 2023  
**Subject:** Award of Bids

**The Department of Procurement seeks Award of Bid approval from City Council for the solicitation(s) as defined herein.**

ITB A-23-109 Liquid Magnesium Hydroxide

- Department: Water Works
- Specifications: Supply and delivery for twelve (12) months of Zinc Pyrophosphate to City's municipal water plants for the purpose of providing continuous corrosion control and the sequestering of iron throughout the City's water distribution system
- Bid date: 12/08/22
- Bid opening: 1/13/23
- Total bids received: 2
- Lowest responsive & responsible bidder: Premier Magnesia, LLC (Wayne, PA)
- Cost: approx. \$310,000 for 12 months [90,000 gallons (approx.) at \$3.43 per gallon]
- GL Account(s):
  - 86083-546004 (Chemicals)
- Notes:
  - This award will constitute a "Requirements" contract. While the City has attempted to identify the estimated amount of the item bid to cover its requirements, the quantity chemical ordered may be different than that submitted for bidding. No minimum purchase was implied or guaranteed; thereby, the City reserves the right to decrease or increase the quantities acknowledged in the solicitation document, and said modifications do not constitute a change order. Purchase orders will be issued on an as-needed/as-funded basis.
  - The contract includes a renewal clause: "The City reserves the right to renew all or portions of this contract with the same prices, terms and conditions as the original contract for two (2) one-year terms, contingent upon mutual agreement between the City and the supplier."



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

ITB 23-113 Armored Vehicle

- Department: Salisbury Police Department
- Specifications: Lenco BearCat BC55003, an all-steel armor, V8 Turbo Diesel Engine 4x4 vehicle with high ballistic protection
- Contract information
  - Howard County Contract 4400004548 (in response to Howard County Solicitation IFB No. 2022-13 New Vehicles Class 1-7)
  - Contract Term: 07/01/2022 to 06/30/2023
  - Approx. 5% off commercial list price
- Vendor: Lenco Industries, Inc. (Pittsfield, MA)
- Cost: \$227,480.00
- GL Account(s):
  - 21021-577025 Vehicles
- Notes:
  - Purchasing authority per City of Salisbury Charter § SC 16-3 (9) General Policy of Competitive Bidding, Exceptions, which states that competitive bidding is not necessary or appropriate in the following circumstance:
    - Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.

**The Department of Procurement seeks approval from City Council to initiate the following contract change order, pursuant to Section 2.32.085 of the Salisbury, Maryland – Municipal Code:**

ITB 23-102 Paleo Well 3 Construction Completion

- Department: Infrastructure and Development
- Original Scope of Work: Construct a new production well and raw water main for connection to the existing raw water main for Well No. 1 located along Naylor Mill Road
- Original bid posting: 07/01/2022
- Original date of award: 08/08/2022
- Original proposed contract award/Actual contract award: \$2,253,784.95/\$1,847,681.00
- Vendor: Harper & Sons, Inc. (Easton, MD)
- Amount of change order: \$390,280.00
- GL Account(s):
  - 97010-513023-49040
  - 97030-513026-49040
- Description of change order:
  - Bid item 9: PVC Raw Water Main 16"
  - Bid item 10: PVC Raw Water Main 14"
  - Bid item 24: Chain link fence and gate
  - Bid item 35: As-built drawings
  - Bid item 39: SCADA pole
  - Schedule B: Pump, VFD, etc allowance for AC Schultes



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

ITB 23-102 Paleo Well 3 Construction Completion – cont'd

- Notes:
  - Salisbury, Maryland - Municipal Code 2.32.085 Change orders - City Council approval is required for any Change Order of a contract that has an original award amount in excess of \$100,000.00, and that results in a cumulative increase of the original contract of 20% or greater.

**The Department of Procurement seeks approval from City Council to declare the following items as surplus and to dispose of the items as indicated:**

Department of Field Operations

- Item(s): Vehicles and equipment (Qty 15)
- Method of disposal: Online auction

Additional details regarding the condition of each item can be found in the departmental memo.



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

To: Jennifer Miller, Director of Procurement  
From: Connie Luffman, Superintendent - Wastewater Treatment Plant  
Date: January 13, 2023  
Re: WWTP Magnesium Hydroxide

---

Salisbury Water Works recently advertised a bid for Magnesium Hydroxide for the Wastewater Treatment Plant, ITB A-23-109. Two (2) responses were received which were from Premier Magnesia with a cost of \$3.43 per gallon and Univar Solutions with a cost of \$4.35 per gallon. The Wastewater Treatment Plant requests that this bid be awarded to Premier Magnesia. Please let me know if you need any additional information or have any questions. Thank you.

*Connie Luffman*  
1/13/23



To: Jennifer Miller, Director of Procurement

From: Lt. Jason Yankalunas, SPD Operations Div

Subject: Recommendation for purchase of Police Vehicle

Date: 13 January 23

During the budget process the Salisbury Police Department was approved to purchase an armored rescue truck for use by the agency. The vehicle is a replacement for a truck that was beyond its service life and due to mechanical failure is no longer in service.

A thorough vetting process was conducted and it was determined that Howard County, Maryland had conducted a bidding process for a similar vehicle. Their bidding process determined that LENCO, Inc. was able to provide the needed vehicle, with the required after sale support, for the lowest cost. The Salisbury Police Department had independently reached the same conclusion and is recommending that the City of Salisbury utilize the contract of Howard County, MD Office of Procurement and Contract Administration- New Vehicles, Class 1-7, Contract Number 4400004548 for the purchase. It is recommended that LENCO, Inc be awarded the contract in the amount of \$227,480.00 for the purchase of a new 2023 Bearcat G2 built on a Ford F550 chassis.

Funding for this purchase can be found in account 21021-577025.

It is estimated that the delivery time for this truck will be 12 months from time of purchase.

Please add this to the award of bids content for the next Council Legislative Agenda.

Attached:

Official LENCO Quote - SALMD 100215



699 W. Salisbury Parkway  
Salisbury, MD 21801  
410-548-3165  
[www.salisburypd.com](http://www.salisburypd.com)





Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201  
PH (413) 443-7359 – FAX (413) 445-7865

**Quotation: 100215**

Customer Code: SALMD  
Quotation Date: 1/13/2023  
Lenco Tax ID#: 04-2719777  
Repeat Customer: Yes  No

**Bill To**  
Salisbury Police Department  
699 W. Salisbury Pkwy  
Salisbury, MD 21801

**Ship To**  
Customer Pick-Up

<b>Payment Terms</b>	<b>Shipping Terms</b>	<b>Ship Via</b>
Payment Upon Pick-Up	FOB: Origin, Pittsfield, MA	Customer Pick-Up
<b>Estimated Completion</b>	<b>Inhouse Contact</b>	<b>Inspection &amp; Acceptance</b>
12+ Months ARO (Est.)	Dan Besemer	At Lenco's Facility in Pittsfield, MA

Item:	Product #	Qty	Unit Price	Extension
<b>Lenco BearCat</b>	BC55003	1	\$ 200,704.00	\$ 200,704.00
Paint Color: Lusterless Gray	101062			
LED Lights: Red & Blue				
<b>Options:</b>				
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2	\$ 1,404.00	\$ 2,808.00
Back up Camera System with Monitor	BCBU	1	\$ 2,297.00	\$ 2,297.00
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1	\$ 7,182.00	\$ 7,182.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$ 502.00	\$ 502.00
Electric Power Mirrors	BCMIR	1	\$ 1,508.00	\$ 1,508.00
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$ 12,479.00	\$ 12,479.00
<b>BearCat (Configuration Subtotal)</b>		<b>1</b>	<b>\$ 227,480.00</b>	<b>\$ 227,480.00</b>

<b>Notes:</b> Cooperative Purchasing available on Howard County contract No. 4400004548.	<b>Proprietary</b>	
	Subtotal	\$ 227,480.00
	Customer Pick-Up	\$ -
	Tax	\$ -
	<b>Total Order</b>	<b>\$ 227,480.00</b>

**WARNING: Information Subject to Export Control Laws**  
The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 90 days.

**ACCEPTANCE OF PROPOSAL –**

Authorized Signature: \_\_\_\_\_

Please Sign and Return

Authorized Signature: Daniel Besemer


Daniel Besemer

*Thank You*





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

To: Jennifer Miller, Director of Procurement  
From: Richard D. Baldwin, Director of Infrastructure & Development   
Date: January 9, 2023  
Re: ITB 23-102 Paleo Well 3 Construction Completion Change Order #1

---

The Department of Infrastructure and Development worked with the Department of Procurement on the award of ITB 23-102 Paleo Well 3 Construction Completion to Harper and Sons, Inc. At the time of award additional funds were needed to complete the original scope necessary to complete construction of Paleo Well #3. City Ordinance 2753 approved December 6, 2022 amended the Water Sewer Capital Project Fund Budget and authorized the Mayor to appropriate funds to cover the scope of the original contract.

Change Order number one for ITB 23-102 Paleo Well 3 Construction Completion funds the balance of the original contract bid items #9, 10, 24, 35, 39 and schedule B item 7A detailed on the attached. In addition, change order #1 adds a second reinforced concrete pipe (RCP) culvert under the service road at the unit price established in the contract. Revises the check valve located at the well head from a tilting disc check valve to a counterweight check valve typical of wells in the City for a savings of \$30,759.00 and revises that air release valves on the raw water main to meet necessary clearances. Supporting documentation for each of these changes is attached.

Funds for these changes are available in the following project accounts:

97010-513023-49040  
97030-513026-49040



**TIER 6 CHANGE ORDER**  
 Original PO \$100,000.01+  
 Cumulative Increase ≥ 20.01%

**Contract #:** ITB 23-102  
**Contract Name:** Paleo Well #3 Construction Completion  
**Change Order #:** 1  
**P.O. #:** 2230088  
**Initiation Date:** 1/4/2023  
**Contract Date:** 8/26/2022  
**Account #:** \$1,847,681.00

**TO:** Harper & Sons, Inc  
 9071 Centerville Rd  
 Easton, MD 21601

You are directed to make the following changes in this contract:

- |  |               |
|--|---------------|
| 1. Furnish and Install 35' – 40' of extra RCP below the road bed at station 2+00 +/- | \$ 11,000.00  |
| 2. Fund balance of contract items following budget amendment (Ordinance 2753)        | \$405,827.00  |
| 3. Revise tilting disc check valve to Mueller model #8001 counterweight check valve  | (\$30,759.00) |
| 4. Revise Air Release Valves to CLA-VAL Stainless Steel model #21303008F             | \$ 4,212.00   |

Signature of the Contractor indicates their agreement herewith, including any adjustment in the Contract Sum or Contract Time. The terms and conditions of the original contract shall prevail; no other terms and conditions accompanying this charge order shall be valid or enforceable unless specifically acknowledged by written contract amendment issued by the City of Salisbury. Not valid until signed by all parties indicated below.

The original Contract Sum was.....	\$1,847,681.00
Net change by previously authorized Change Orders.....	\$ -0-
The Contract Sum prior to this Change Order was.....	\$1,847,681.00
The Contract Sum will be (increased), ( <del>decreased</del> ), ( <del>unchanged</del> ) by.....	\$ 390,280.00
The Cumulative Contract Sum including this Change Order will be.....	\$2,237,961.00
Therefore, the Cumulative Contract Sum will be (increased), ( <del>decreased</del> ), ( <del>unchanged</del> ) by....	21%
The Contract Time will be ( <del>increased</del> ), ( <del>decreased</del> ), (unchanged) by.....	( 0 ) days or ( 0 ) weeks
Therefore, the revised date of Substantial Completion is.....	<u>August 7, 2023</u>
Therefore, the revised date of Final Acceptance is.....	<u>August 21, 2023</u>

**AUTHORIZED:**

<u>Printed Name</u>	<u>Title</u>	<u>Signature</u>	<u>Date</u>
Richard D. Baldwin	Infrastructure & Development		1/4/2023
Jennifer Miller, NIGP-CPP, CPPO, CPPB	Director of Procurement		
Keith Cordrey	Director of Finance		
Andy Kitzrow	Deputy City Administrator		
Ashley Bosche	City Legal Counsel		
Julia Glanz	City Administrator		
John R. Heath	President, City Council		

**VENDOR ACKNOWLEDGEMENT (Please sign and return two originals):**

<u>Printed Name</u>	<u>Title</u>	<u>Signature</u>	<u>Date</u>



**To:** Jennifer Miller, Director of Procurement  
**From:** Jake Pavolik, Asset and Facility Manager  
**Subject:** Surplus Vehicles and Equipment  
**Date:** January 10, 2023

---

The city has accumulated several decommissioned vehicles and pieces of equipment, through budgeted purchase and uneconomical repairs.

We would like to continue with our pro-activeness of replacing vehicles and equipment to optimize cash flow allowing the city to continue replacing equipment. A listing of the surplus vehicles and equipment are attached for your examination at the end of this memo. Reason for surplus varies and consists of end of life, not longer needed and inoperable.

cc Sam Ireland



MEMORANDUM

I.D.	YEAR	DESCRIPTION	MAKE	MODEL	SERIAL #	Reason
HCDD-6	2003	SUV	Jeep	Liberty	1J4GK48KX3W571187	End of life costly to maintain
W-7	1997	Van	Dodge	2500 Van	2B7HB21YXVK529815	No longer used
S-35	2000	Van	Dodge	2500 Van	2B4JB25Y6YK174817	Replaced / not needed
T-11	1988	Air Compressor	Ingersol-Rand		165707U88329	No longer used / Replaced
PM-7 PM-10	1998	Boat & Trailer	Aluma Craft	Lunker V14	Boat: ACBK8560C697 Trailer: 1ZEAAVRA3DA006916	No longer used
		With Snow Attachment	Toro	Groundsmaster 325-D	30788-4109L	No longer used / Replaced
PM-3	1974	Tractor	John Deere	301 Tractor	291633T / Title: 6721841	Replaced / not needed
SEW-12	1995	Backhoe	John Deere	410D Backhoe	T0410DB795257	Unable to get parts (Age)
SS-2	2009	Street Sweeper	Elgin (Sweeper) Freightliner (Truck)	Whirlwind MV3065D M2106 (Truck)	1FVACXDT49HAG5881	Replaced / not needed
S-11	2000	Trailer	Carson Manufacturing		4DEU50812X5002157	No longer used/ Replaced
PM-17	1995	Trailer	Creighton			
SAN-3	1997	Truck	Ford	F-850	1FDNF80C1VVA36430 Title: 21038555	End of life costly to maintain
GAR-3	1986	Forklift	CAT	T50C	8Y00923	No longer needed
S-5	2004	Dump Truck	International	7400	1HTWDAAM84J032540	End of life
W-14	1979	Welding Trailer	Miller	Welder	Engine- 303118	No longer used

Ordinance No. 2770

AN ORDINANCE OF THE COUNCIL (THE "COUNCIL") OF THE CITY OF SALISBURY AMENDING AND SUPPLEMENTING ORDINANCE NO. 2223, PASSED BY THE COUNCIL ON OCTOBER 22, 2012, APPROVED BY THE MAYOR OF THE CITY ON OCTOBER 23, 2012 AND EFFECTIVE ON OCTOBER 23, 2012 ("ORDINANCE NO. 2223"), AS AMENDED AND SUPPLEMENTED TO DATE, IN ORDER TO (1) AUTHORIZE AND EMPOWER CITY OF SALISBURY (THE "CITY") TO USE AND APPLY CERTAIN INVESTMENT EARNINGS ON THE \$6,041,000 CITY OF SALISBURY TAXABLE PUBLIC IMPROVEMENTS BOND OF 2012 ISSUED ON DECEMBER 5, 2012 (THE "2012 TAXABLE BOND") TO A PROJECT IDENTIFIED HEREIN AS "RAW WATER LINE AT NAYLOR MILL ROAD" AND (2) IDENTIFYING SUCH ADDITIONAL PROJECT AS A "PROJECT" FOR ALL PURPOSES OF ORDINANCE NO. 2223 (AS AMENDED AND SUPPLEMENTED); PROVIDING THAT THIS TITLE IS A FAIR STATEMENT OF THE SUBSTANCE OF THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE USE OF PROCEEDS OF THE 2012 TAXABLE BOND.

RECITALS

WHEREAS, City of Salisbury, a municipal corporation of the State of Maryland (the "City"), was authorized and empowered by Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland (now codified as Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Enabling Act"), and Sections SC7-45 and SC7-46 of the Charter of the City of Salisbury, as replaced, supplemented or amended (the "Charter"), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds; and

WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, and Ordinance No. 2223, passed by the Council of the City (the "Council") on October 22, 2012, approved by the Mayor of the City (the "Mayor") on October 23, 2012 and effective on October 23, 2012 ("Ordinance No. 2223"), the City authorized general obligation bonds to be issued from time to time in one or more series in an aggregate principal amount not to exceed Six Million Fifty Thousand Dollars (\$6,050,000) (the "Authorized Bonds") in order to finance, reimburse or refinance "costs" (as defined in Section 3(b) of Ordinance No. 2223) of the projects and costs of issuance identified in Section 3(b) of Ordinance No. 2223 as Caustic Chemical Feed Building, Wastewater Treatment Plant Upgrade and Costs of Issuance (herein referred to as the "Original Authorized Projects" and referred to as the "Projects" in Ordinance No. 2223) in the maximum principal amounts set forth opposite each such Original Authorized Project in such Section 3(b); and

WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, Ordinance No. 2223 and Resolution No. 2236, adopted by the Council on November 26, 2012, approved by the Mayor on November 28, 2012 and effective on November 28, 2012 ("Resolution No. 2236"), the City determined to borrow money for the public purpose of financing

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

or reimbursing “costs” (as defined in Section 2(b) of Resolution No. 2236, which definition mirrors the definition of costs set forth in Section 3(b) of Ordinance No. 2223) of the projects specified in Section 2(a) of Resolution No. 2236 (which included all of the Original Authorized Projects), and to evidence this borrowing by the issuance and sale of a single series of the Authorized Bonds in the form of a single general obligation bond in the maximum principal amount of Six Million Fifty Thousand Dollars (\$6,050,000.00): and

WHEREAS, the Mayor, with the assistance of the financial advisor to the City, the City Administrator of the City (the “City Administrator”) and the Director of Internal Services of the City (the “Director of Internal Services,” who is now known as the “Director of Finance”), was authorized to reduce the maximum principal amount of such Authorized Bond prior to issuance if it was determined that the entire authorized principal amount of \$6,050,000.00 was not needed; and

WHEREAS, in accordance with the provisions of Resolution No. 2236, the Mayor, with the assistance of the City Administrator and the Director of Internal Services, determined to reduce the final original principal amount of such Authorized Bond to Six Million Forty-one Thousand Dollars (\$6,041,000.00), and such Authorized Bond as issued was designated as the City of Salisbury Taxable Public Improvements Bond of 2012 (the “2012 Taxable Bond”); and

WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, Ordinance No. 2223 and Resolution No. 2236, the City issued and delivered the 2012 Taxable Bond to SunTrust Bank on December 5, 2012; and

WHEREAS, Section 2 of Resolution No. 2236 provides that proceeds of the 2012 Taxable Bond (which is referred to as the “Bond” in Resolution No. 2236) shall be appropriated and allocated to costs of the specified Original Authorized Projects identified therein, subject to the further provisions of such Section 2 (which Original Authorized Projects are referred to as the “Projects” in Resolution No. 2236); and

WHEREAS, after giving effect to issuance of the 2012 Taxable Bond, only \$9,000.00 of bonding authority remained unused under Ordinance No. 2223; accordingly, for all practical purposes the 2012 Taxable Bond constitutes the only “Bonds” that will be issued pursuant to authority of Ordinance No. 2223 and the only “Authorized Bonds” as referred to in this Ordinance, and no BANs (as defined in Ordinance No. 2223) will be issued pursuant to the authority set forth in Ordinance No. 2223; and

WHEREAS, pursuant to Ordinance No. 2475, adopted by the Council on February 26, 2018, approved by the Mayor on February 28, 2018 and effective on February 28, 2018 (“Ordinance No. 2475”), the City amended and supplemented Ordinance No. 2223 in order to allow for the reallocation of an unexpended portion of the original principal amount of the 2012 Taxable Bond to certain projects referred to in the City’s fiscal year 2018 budget as “Sewer Infiltration and Inflow Remediation”, “Replace Distribution Piping and Valves”, “Restore Park Well Field”, “Tank and

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

Reservoir Mixing System”, “Paleo Water Treatment Plant Roof Improvements”, “Pump Station Building Improvements”, “Park Water Treatment Electrical Gear Replacement”, “Glen Avenue Lift Station, and “Sewer Extension in Mt. Herman Road” (collectively, the “2018 Additional Projects” and, together with the Original Authorized Projects, the “Existing Projects”); and

WHEREAS, pursuant to Ordinance No. 2524, passed by the Council on January 28, 2019, approved by the Mayor on January 29, 2019 and effective on January 29, 2019 (“Ordinance No. 2524”), the City reallocated a portion of the original principal amount of the 2012 Taxable Bond among the Existing Projects; and

WHEREAS, pursuant to the authority of Ordinance No. 2223 (as then amended and supplemented to date), Resolution No. 3117, adopted by the Council on August 9, 2021, approved by the Mayor on August 10, 2021 and effective on August 10, 2021, and an Order of Award executed by the Mayor on August 18, 2021, the City issued its City of Salisbury Taxable Refunding Bonds of 2021 in the original principal amount of \$2,895,000 on September 1, 2021 (the “2021 Taxable Refunding Bonds”); and

WHEREAS, sale proceeds of the 2021 Taxable Refunding Bonds were applied to (i) currently refund and prepay in whole on September 1, 2021 the then-outstanding 2012 Taxable Bond, and (ii) pay or reimburse costs of issuance of the 2021 Taxable Refunding Bonds; and

WHEREAS, to the extent that unspent proceeds of the 2012 Taxable Bond (including investment earnings thereon) are treated as “transferred proceeds” of the 2021 Taxable Refunding Bonds for purposes of any applicable law, they are referred to as proceeds of the 2012 Taxable Bond for purposes of this Ordinance; and

WHEREAS, the City now wishes to allocate a \$180,000.00 portion of investment earnings on the 2012 Taxable Bond to a project that is not an Existing Project, which project is identified in the City’s fiscal year 2023 budget as “Raw Water Line at Naylor Mill Road” (the “2022 Additional Project”); and

WHEREAS, accordingly, the City desires to expand the list of the Projects, as set forth in Ordinance No. 2223, as amended and supplemented to date, in order to allow certain investment earnings on proceeds of the 2012 Taxable Bond to be applied to costs of the 2022 Additional Project, and to identify such 2022 Additional Project as a “Project” for all purposes of Ordinance No. 2223, as amended and supplemented.

SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that:

(a) The Recitals to this Ordinance are incorporated by reference herein and deemed a substantive part of this Ordinance. Capitalized terms used in the Sections of this Ordinance that are not defined therein shall have the meanings given to such terms in the Recitals.

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

(b) References in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter, the code of ordinances of the City (the “City Code”) or other applicable law or authority to act in such titled official’s stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the Charter, the City Code or other applicable law or authority, (iii) to any person who serves in a “deputy”, “associate” or “assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the Charter, the City Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the City Code, the official, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Ordinance to the application or use of proceeds of the 2012 Taxable Bond to fund costs of the 2022 Revised Projects (as defined in Section 2(e) hereof) shall be construed to refer to proceeds of the 2021 Taxable Refunding Bonds being used for such purpose to the extent such proceeds are treated as proceeds of the 2021 Taxable Refunding Bonds under applicable law.

(d) References in this Ordinance to “investment earnings” shall be construed to include interest income.

SECTION 2. BE IT FURTHER ORDAINED that:

(a) Pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter and Ordinance No. 2223 (as amended and supplemented to date), from and after the effective date of this Ordinance, and subject to Sections 2(f) and 8 hereof, Section 3(b) of Ordinance No. 2223 is hereby deleted in its entirety and inserted in place thereof shall be the following:

“(b) With respect to the projects listed below, the word “costs” as used in Section 2 hereof shall include, as applicable, land and right-of-way acquisition and development; acquisition of other property rights; site and utility improvements, including, without limitation, grading, landscaping, paving, sidewalk, curb, gutter, storm drain, water and sewer improvements, and related or similar activities and expenses; demolition, razing and removal; acquisition, construction, expansion, reconstruction, replacement, renovation, rehabilitation, improvement, installation, furnishing and equipping activities and expenses, and related or similar activities and expenses; planning, design, engineering, architectural, feasibility, surveying, bidding, permitting, inspection, construction management, surveying, financial, legal and administrative expenses, and related or similar activities and expenses; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); capitalized interest (whether or not expressly so stated); and any such costs that may represent the City’s share or contribution to the financing, reimbursement or refinancing of any such project. The total Bond (or BANs, as identified in Section 6 hereof) funds to

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction



be appropriated or applied to the costs of such projects (exclusive of any investment earnings that may be applied for such purposes) shall be allocated among the following public purpose projects in the maximum principal amount set forth opposite each, except as otherwise herein provided:

	<u>Project Name</u>	<u>Maximum Principal Amount</u>
1.	Caustic Chemical Feed Building	\$1,200,000.00
2.	Wastewater Treatment Plant Upgrade	2,360,300.00
3.	Sewer Infiltration and Inflow Remediation	900,000.00
4.	Replace Distribution Piping and Valves	100,000.00
5.	Restore Park Well Field	165,700.00
6.	Tank and Reservoir Mixing System	84,000.00
7.	Paleo Water Treatment Plant Roof Improvements	46,000.00
8.	Pump Station Building Improvements	610,000.00
9.	Park Water Treatment Electrical Gear Replacement	306,500.00
10.	Glen Avenue Lift Station	127,500.00
11.	Sewer Extension in Mt. Herman Road	100,000.00
12.	Costs of Issuance	50,000.00
13.	Raw Water Line at Naylor Mill Road	0(1)
	TOTAL	\$6,050,000.00

(1) The City intends to allocate certain investment earnings on the Bonds to this project.

The projects and costs of issuance identified in items 1-13 above are collectively referred to herein as the “Projects”. The Projects described in items 1-13 above are identified by approximately the same names as such Projects are identified in City budget materials. The City, without notice to or the consent of any registered owners of the Bonds (or the registered owners of any of the BANs, as applicable), may reallocate the maximum principal amount of the Bonds (and of any of the BANs, as applicable) to be spent among any of the Projects identified herein in compliance with applicable budgetary procedures or applicable law, including, to the extent applicable, by resolution. Further, it is the intention of the Council that proceeds of the Bonds (or of any of the BANs, as applicable) may be spent on any applicable costs (as defined above) relating to the Projects identified in items 1-13 above, notwithstanding the descriptive names used for such Projects in the table above, including, without limitation, as the definitions of and/or the scopes of activities relating to the Projects may have already been, or may in the future be, amended or modified in accordance with applicable budgetary procedures or applicable law.”

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

(b) Pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter and Ordinance No. 2223 (as amended and supplemented to date), from and after the effective date of this Ordinance, and subject to Sections 2(f) and 8 hereof, Section 8(a) of Ordinance No. 2223 is hereby deleted in its entirety and inserted in place thereof shall be the following:

“SECTION 8. BE IT FURTHER ORDAINED that (a) unless otherwise provided by ordinance or resolution of the Council, as applicable, that portion of the principal of and interest on any series of the Bonds, the BANs or the Refunding Bonds, as applicable (each, a series of the “Obligations”), allocated to the costs of the Projects identified as (i) “Caustic Chemical Feed Building”, “Replace Distribution Piping and Valves”, “Restore Park Well Field”, “Tank and Reservoir Mixing System”, “Paleo Water Treatment Plant Roof Improvements”, “Pump Station Building Improvements,” “Park Water Treatment Electrical Gear Replacement” and “Raw Water Line at Naylor Mill Road” in Section 3(b) of this Ordinance will be payable in the first instance from water system revenues (including moneys received for use of or connection to such system) to the extent such revenues are available for such purpose, and (ii) “Wastewater Treatment Plant Upgrade”, “Sewer Infiltration and Inflow Remediation”, “Glen Avenue Lift Station” and “Sewer Extension in Mt. Herman Road” in Section 3(b) of this Ordinance will be payable in the first instance from sewer system revenues (including moneys received for use of or connection to such system) to the extent such revenues are available for such purpose. Notwithstanding the foregoing sentence, for the purpose of paying the principal of and interest on the Obligations when due, the City shall levy or cause to be levied, for each and every fiscal year during which any series of the Obligations may be outstanding, ad valorem taxes upon all real and tangible personal property within its corporate limits subject to assessment for unlimited municipal taxation in rate and amount sufficient to provide for the prompt payment, when due, of the principal of and interest on such series of the Obligations in each such fiscal year, provided that, to the extent of any funds received or receivable as described in the first sentence of this Section 8(a) in any fiscal year, the taxes hereby required to be levied may be reduced proportionately. If the proceeds from the taxes so levied in any such fiscal year are inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up such deficiency.”

(c) Subject to the further provisions of this Ordinance, the Council hereby appropriates and allocates \$180,000.00 of investment earnings on the 2012 Taxable Bond to be applied to the costs of the 2022 Additional Project.

(d) By undertaking the amendments to Ordinance No. 2223, as amended and supplemented to date, provided for in subsections (a) and (b) above, the City is in effect (i) adding the 2022 Additional Project identified as “Raw Water Line at Naylor Mill Road” in subsection (a) above to the list of projects the costs of which may be financed or reimbursed from the original principal

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

amount of the 2012 Taxable Bond and investment earnings thereon, (ii) allocating a \$180,000.00 portion of the investment earnings on the 2012 Taxable Bond to the 2022 Additional Project, (iii) to the extent any portion of the original principal amount of the 2012 Taxable Bond is subsequently reallocated to the 2022 Additional Project, identifying the source from which allocable debt service on such portion of the 2012 Taxable Bond will be payable in the first instance, and (iv) accounting for the reallocation of a portion of the original principal amount of the 2012 Taxable Bond previously provided for in Ordinance No. 2524.

(e) The projects identified in the table set forth in subsection (a) above (which amends Section 3(b) of Ordinance No. 2223, as amended and supplemented to date) are collectively referred to herein as the “2022 Revised Projects.” Subject to the provisions of subsection (f) below and Section 8 of this Ordinance, from and after the effective date of this Ordinance, all references to the Projects in Ordinance No. 2223, as amended and supplemented to date, shall be deemed to be references to the 2022 Revised Projects, as identified in this Ordinance. Subject to the provisions of subsection (f) below and Section 8 of this Ordinance, from and after the effective date of this Ordinance, the provisions of this Section 2 shall supersede the provisions of Section 3(b) of Ordinance No. 2223, as amended and supplemented to date, with respect to the application of the principal amount of the Authorized Bonds (which is the 2012 Taxable Bond because the maximum principal amount of “Bonds” authorized by Ordinance No. 2223 was issued as the 2012 Taxable Bond).

(f) Notwithstanding the foregoing provisions of this Section 2, 2012 Taxable Bond proceeds (including investment earnings thereon) may not be applied to costs of the 2022 Additional Project unless and until the City adopts a resolution making corresponding amendments to the provisions of Section 2(a) of Resolution No. 2236 (as amended and supplemented to date) to include the 2022 Additional Project in the list of Projects identified in Resolution No. 2236 (as amended and supplemented to date), thereby allowing proceeds of the 2012 Taxable Bond and investment earnings on the 2012 Taxable Bond to be applied to costs of the 2022 Additional Project.

(g) Subject to the provisions of the subsections above and Section 8 of this Ordinance, it is the intention of the Council that any investment earnings earned on the original principal amount of the 2012 Taxable Bond (i) prior to the effective date of this Ordinance, to the extent not already spent in accordance with the provisions of the Ordinance No. 2223 (as amended and supplemented to date), Resolution No. 2236 (as amended and supplemented to date) or applicable budgetary procedures or applicable law, and (ii) on and after the effective date of this Ordinance, shall be applied to costs of any of the 2022 Revised Projects; provided that, any such investment earnings may be allocated otherwise in accordance with applicable budgetary procedures or applicable law, including, to the extent applicable, by resolution.

SECTION 3. BE IT FURTHER ORDAINED that, subject to the provisions of Sections 2(f) and 8 of this Ordinance, \$180,000.00 of investment earnings on the 2012 Taxable Bond shall be allocated to the 2022 Additional Project as follows (for purposes of the City’s customary practice of allocating or reallocating sources of funding):

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

Org	Object	Object Desc.	Project	Project Description			
96013	456110	Investment Interest		Unassigned	Revenue	Decrease	-180,000
96013	456110	Investment Interest	50048	Raw Water Line at Naylor Mill Road	Revenue	Increase	180,000
96013	513026	Construction	50048	Raw Water Line at Naylor Mill Road	Expenditure	Increase	180,000

SECTION 4. BE IT FURTHER ORDAINED that the Mayor, the City Administrator, the Director of Finance and all other appropriate officials and employees of the City are hereby authorized and empowered to take any and all action necessary or appropriate to provide for the application of proceeds of the 2012 Taxable Bond to finance or reimburse costs of the 2022 Additional Project and to execute and deliver all documents, certificates or instruments necessary or appropriate in connection therewith or in connection with the transactions contemplated by this Ordinance including, without limitation, any amendments, modifications or supplements to any documents, certificates or instruments delivered in connection with the 2012 Taxable Bond.

SECTION 5. BE IT FURTHER ORDAINED that from and after the effective date of this Ordinance, Ordinance No. 2223 (as amended and supplemented to date) shall be deemed amended and supplemented as provided herein and all other terms and provisions of Ordinance No. 2223 (as amended and supplemented to date) shall remain in full force and effect.

SECTION 6. BE IT FURTHER ORDAINED that the title of this Ordinance shall be deemed to be, and is, a fair statement of the substance of this Ordinance for posting and all other purposes.

SECTION 7. BE IT FURTHER ORDAINED that the provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

SECTION 8. BE IT FURTHER ORDAINED that this Ordinance shall become effective following approval by the Mayor or subsequent passage by the Council following the Mayor's veto in accordance with the provision of Section SC2-12 of the Charter; provided, however, that, notwithstanding the effective date of this Ordinance, no portion of the original principal amount of the 2012 Taxable Bond or investment earnings thereon may be applied to costs of the 2022 Additional Project unless Resolution No. 2236 is amended and supplemented as described herein. Pursuant to Charter Section SC2-16, this Ordinance shall not be subject to petition to referendum.

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and thereafter, a statement of the substance of this Ordinance having been posted or published as required by law, was finally passed by the Council \_\_\_\_\_ [as introduced] \_\_\_\_\_ [as amended] [CHECK APPLICABLE LINE] on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

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

\_\_\_\_\_  
Muir Boda, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jacob R. Day, Mayor

#229020;58111.001

\_\_\_\_\_  
Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

Ordinance No. 2771

AN ORDINANCE OF THE COUNCIL (THE "COUNCIL") OF THE CITY OF SALISBURY AMENDING AND SUPPLEMENTING ORDINANCE NO. 2357, PASSED BY THE COUNCIL ON OCTOBER 12, 2015, APPROVED BY THE MAYOR OF CITY OF SALISBURY (THE "CITY") ON OCTOBER 14, 2015 AND EFFECTIVE ON OCTOBER 14, 2015 ("ORDINANCE NO. 2357"), AS AMENDED AND SUPPLEMENTED TO DATE, IN ORDER TO (1) AUTHORIZE AND EMPOWER THE CITY TO USE AND APPLY CERTAIN INVESTMENT EARNINGS ON THE \$4,726,200 CITY OF SALISBURY PUBLIC IMPROVEMENTS BOND OF 2015 ISSUED ON DECEMBER 1, 2015 (THE "2015 BOND"), TO THE PROJECT IDENTIFIED HEREIN AS "RAW WATER LINE AT NAYLOR MILL ROAD", AND (2) IDENTIFY SUCH ADDITIONAL PROJECT AS A "PROJECT" FOR ALL PURPOSES OF ORDINANCE NO. 2357 (AS AMENDED AND SUPPLEMENTED); PROVIDING THAT THIS TITLE IS A FAIR STATEMENT OF THE SUBSTANCE OF THIS ORDINANCE; AUTHORIZING CERTAIN CITY OFFICIALS TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE USE OF PROCEEDS OF THE 2015 BOND.

RECITALS

WHEREAS, City of Salisbury, a municipal corporation of the State of Maryland (the "City"), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Enabling Act"), and Sections SC7-45 and SC7-46 of the Charter of the City of Salisbury, as replaced, supplemented or amended (the "Charter"), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds; and

WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, and Ordinance No. 2357, passed by the Council of the City (the "Council") on October 12, 2015, approved by the Mayor of the City (the "Mayor") on October 14, 2015 and effective on October 14, 2015 ("Ordinance No. 2357"), the City authorized general obligation bonds to be issued from time to time in one or more series in an aggregate principal amount not to exceed Four Million Seven Hundred Twenty-Six Thousand Two Hundred Dollars (\$4,726,200.00) (the "Authorized Bonds") in order to finance, reimburse or refinance "costs" (as defined in Section 3(b) of Ordinance No. 2357) of the projects identified in Section 3(b) of Ordinance No. 2357 as (1) "Main Street Master Plan", (2) "East Main St Storm Drain", (3) "Beaverdam Creek Tidal Dam Repair", and (4) "24" W in Gordy Rd" (herein collectively referred to as the "Original Authorized Projects" and referred to as the "Projects" in Ordinance No. 2357) in the maximum principal amounts set forth opposite each such Original Authorized Project in such Section 3(b); and

WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, Ordinance No. 2357 and Resolution No. 2569, adopted by the Council on November 23, 2015, approved by the Mayor on November 23, 2015 and effective on November 23, 2015

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

(“Resolution No. 2569”), the City determined to borrow money for the public purpose of financing or reimbursing “costs” (as defined in Section 2(b) of Resolution No. 2569, which definition mirrors the definition of “costs” set forth in Section 3(b) of Ordinance No. 2357) of the projects specified in Section 2(a) of Resolution No. 2569 (which included all of the Original Authorized Projects), and to evidence this borrowing by the issuance and sale of a single series of the Authorized Bonds in the form of a single general obligation installment bond in the maximum principal amount of Four Million Seven Hundred Twenty-Six Thousand Two Hundred Dollars (\$4,726,200.00): and

WHEREAS, pursuant to Resolution No. 2569, such Authorized Bond was issued in the original principal amount of \$4,726,200.00 and was designated as the City of Salisbury Public Improvements Bond of 2015 (the “2015 Bond”); and

WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, Ordinance No. 2357 and Resolution No. 2569, the City sold and delivered the 2015 Bond to Bank of America, N.A. on December 1, 2015; and

WHEREAS, Section 2 of Resolution No. 2569 provides that proceeds of the 2015 Bond (which is referred to as the “Bond” in Resolution No. 2569) shall be appropriated and allocated to costs of the specified Original Authorized Projects identified therein, subject to the further provisions of such Section 2 (which Original Authorized Projects are referred to as the “Projects” in Resolution No. 2569); and

WHEREAS, pursuant to Ordinance No. 2411, passed by the Council on January 23, 2017 and approved by the Mayor on January 24, 2017 (“Ordinance No. 2411”), the City reallocated an aggregate of \$548,117.00 (rounded to the nearest whole dollar) of the original principal amount of the Authorized Bonds originally allocated to the Original Authorized Project identified as “Beaverdam Creek Tidal Dam Repair” to costs of the Original Authorized Project identified as “Main Street Master Plan;” and

WHEREAS, pursuant to Ordinance No. 2648, passed by the Council on January 25, 2021, approved by the Mayor on January 27, 2021 and effective on January 27, 2021 (“Ordinance No. 2648”), the City amended and supplemented Ordinance No. 2357 (as then amended and supplemented to date) to (i) allocate \$113,500.00 of investment earnings on the 2015 Bond to be applied to costs of a new project identified therein as “GOB Roof and Air Handler Replacement” and (ii) allocate \$90,000.00 of investment earnings on the 2015 Bond to be applied to costs of a new project identified therein as “WWTP HVAC,” subject to the further provisions of Ordinance No. 2648; and

WHEREAS, the projects referred to in Ordinance No. 2648 as “GOB Roof and Air Handler Replacement” and “WWTP HVAC” are collectively referred to herein as the “2021 Additional Projects”, and the Original Authorized Projects and the 2021 Additional Projects are collectively referred to herein as the “Existing Projects;” and

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

WHEREAS, the City now wishes to allocate an \$80,000.00 portion of investment earnings on the 2015 Bond to a project that is not an Existing Project, which project is identified in the City's fiscal year 2023 budget as "Raw Water Line at Naylor Mill Road" (the "2022 Additional Project"); and

WHEREAS, accordingly, the City desires to expand the list of the Projects as set forth in Ordinance No. 2357, as amended and supplemented to date, in order to allow certain investment earnings on proceeds of the 2015 Bond to be applied to costs of the 2022 Additional Project, and to identify such 2022 Additional Project as a "Project" for all purposes of Ordinance No. 2357, as amended and supplemented.

SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that:

(a) The Recitals to this Ordinance are incorporated by reference herein and deemed a substantive part of this Ordinance. Capitalized terms used in the Sections of this Ordinance that are not defined therein shall have the meanings given to such terms in the Recitals.

(b) References in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter, the code of ordinances of the City (the "City Code") or other applicable law or authority to act in such titled official's stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the Charter, the City Code or other applicable law or authority, (iii) to any person who serves in a "deputy", "associate" or "assistant" capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the Charter, the City Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the City Code, the official, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Ordinance to "investment earnings" shall be construed to include interest income.

SECTION 2. BE IT FURTHER ORDAINED that:

(a) Pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter and Ordinance No. 2357 (as amended and supplemented to date), from and after the effective date of this Ordinance, and subject to Sections 2(e) and 8 hereof, Section 3(b) of Ordinance No. 2357 is hereby deleted in its entirety and inserted in place thereof shall be the following:

"(b) With respect to the projects listed below, the word "costs" as used in Section 2 hereof shall include, as applicable, land and right-of-way acquisition and development; site and utility improvements; acquisition, construction, expansion,

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction



demolition, reconstruction, replacement, renovation, rehabilitation, improvement, installation, furnishing and equipping activities and expenses, and related or similar costs; planning, design, engineering, architectural, feasibility, inspection, construction management, surveying, permitting, financial and legal expenses, and related or similar costs; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); interest during construction and for a reasonable period thereafter (whether or not expressly so stated); and any such costs that may represent the City’s share or contribution to the financing, reimbursement or refinancing of any such project. The total Bond (or BANs, as identified in Section 6 hereof) funds to be appropriated or applied to the costs of such projects (exclusive of any investment earnings that may be applied for such purposes) shall be allocated among the following public purpose projects in the maximum principal amount set forth opposite each, except as otherwise herein provided:

	<u>Project Name</u>	<u>Maximum Principal Amount</u>
1.	Main Street Master Plan	\$2,788,117
2.	East Main St Storm Drain	350,200
3.	Beaverdam Creek Tidal Dam Repair	587,883
4.	24” W in Gordy Rd	1,000,000
5.	GOB Roof and Air Handler Replacement	0(1)
6.	WWTP HVAC	0(2)
7.	Raw Water Line at Naylor Mill Road	<u>0(3)</u>
	TOTAL	<u>\$4,726,200</u>

(1) The City intends to allocate certain investment earnings on the Bonds to this project.

(2) The City intends to allocate certain investment earnings on the Bonds to this project.

(3) The City intends to allocate certain investment earnings on the Bonds to this project.

The projects identified in items 1-7 above are collectively referred to herein as the “Projects”. The Projects described in items 1-7 above are identified by approximately the same names as such Projects are identified in City budget materials. The City, without notice to or the consent of any registered owners of the Bonds (or the registered owners of any of the BANs, as applicable), may reallocate the maximum principal amount of the Bonds (and of any of the BANs, as applicable) to be spent among any of the Projects in compliance with applicable budgetary procedures or applicable law, including, to the extent applicable, by resolution. Further, it is the intention of the

Underlining : Indicates material added by amendment after introduction

~~Strike through~~ : Indicates material deleted by amendment after introduction

Council that proceeds of the Bonds (or of any of the BANs, as applicable) may be spent on any applicable costs (as defined above) relating to the Projects, notwithstanding the descriptive names used for such Projects in the table above, including, without limitation, changes in scopes of the Projects identified above effected through applicable budgetary procedures or applicable law.”

(b) Subject to the further provisions of this Ordinance, the Council hereby appropriates and allocates \$80,000.00 of investment earnings on the 2015 Bond to be applied to costs of the 2022 Additional Project.

(c) By undertaking the amendments to Section 3(b) of Ordinance No. 2357, as amended and supplemented to date, provided for in subsection (a) of this Section 2, the City is in effect (i) adding the 2022 Additional Project identified as item 7 “Raw Water Line at Naylor Mill Road” in the table set forth in subsection (a) above to the list of projects the costs of which may be financed or reimbursed from the original principal amount of the 2015 Bond and investment earnings thereon, and (ii) allocating an \$80,000.00 portion of investment earnings on the 2015 Bond to the 2022 Additional Project. Such amendments also reflect (i) the reallocation of a portion of the original principal amount of the 2015 Bond provided for by Ordinance No. 2411 and (ii) the allocation of a portion of investment earnings on the 2015 Bond provided for in Ordinance No. 2648.

(d) The projects identified in the table set forth in subsection (a) above (which amends Section 3(b) of Ordinance No. 2357, as amended and supplemented to date) are collectively referred to herein as the “2022 Revised Projects.” Subject to the provisions of subsection (e) below and Section 8 of this Ordinance, from and after the effective date of this Ordinance, all references to the Projects in Ordinance No. 2357, as amended and supplemented to date, shall be deemed to be references to the 2022 Revised Projects, as identified in this Ordinance. Subject to the provisions of subsection (e) below and Section 8 of this Ordinance, from and after the effective date of this Ordinance, the provisions of this Section 2 shall supersede the provisions of Section 3(b) of Ordinance No. 2357, as amended and supplemented to date, with respect to the application of the principal amount of the Authorized Bonds (which is the 2015 Bond because the maximum principal amount of “Bonds” authorized by Ordinance No. 2357 was issued as the 2015 Bond).

(e) Notwithstanding the foregoing provisions of this Section 2, 2015 Bond proceeds (including investment earnings thereon) may not be applied to costs of the 2022 Additional Project unless and until the City adopts a resolution making corresponding amendments to the provisions of Section 2(a) of Resolution No. 2569 (as amended and supplemented to date) to include the 2022 Additional Project in the list of Projects identified in Resolution No. 2569 (as amended and supplemented to date), thereby allowing proceeds of the 2015 Bond and investment earnings on the 2015 Bond to be applied to costs of the 2022 Additional Project.

(f) Subject to the provisions of the subsections above and Section 8 of this Ordinance, it is the intention of the Council that any investment earnings earned on the original principal amount of the 2015 Bond (i) prior to the effective date of this Ordinance, to the extent not already spent in

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

accordance with the provisions of the Ordinance No. 2357 (as amended and supplemented to date), Resolution No. 2569 (as amended and supplemented to date) or applicable budgetary procedures or applicable law, and (ii) on and after the effective date of this Ordinance, shall be applied to costs of any of the 2022 Revised Projects; provided that, any such investment earnings may be allocated otherwise in accordance with applicable budgetary procedures or applicable law, including, to the extent applicable, by resolution.

**SECTION 3.** BE IT FURTHER ORDAINED that, subject to the provisions of Sections 2(e) and 8 of this Ordinance, \$80,000.00 of investment earnings on the 2015 Bond shall be allocated to the 2022 Additional Project as follows (for purposes of the City’s customary practice of allocating or reallocating sources of funding):

Org	Object	Object Desc.	Project	Project Description			
96016	456110	Investment Interest		Unassigned	Revenue	Decrease	-80,000
96016	456110	Investment Interest	50048	Raw Water Line at Naylor Mill Road	Revenue	Increase	80,000
96016	513026	Construction	50048	Raw Water Line at Naylor Mill Road	Expenditure	Increase	80,000

**SECTION 4.** BE IT FURTHER ORDAINED that, subject to the provisions of Sections 2(e) and 8 of this Ordinance, the Mayor, the City Administrator, the Director of Finance and all other appropriate officials and employees of the City, to the extent acting within the scope of their respective authority, are hereby authorized and empowered to take any and all action necessary or appropriate to provide for the application of the proceeds of the 2015 Bond to finance or reimburse costs of the 2022 Revised Projects and to approve, execute and deliver all documents, certificates or instruments necessary or appropriate in connection therewith or in connection with the transactions contemplated by this Ordinance, including, without limitation, any amendments, modifications or supplements to any documents, certificates or instruments delivered in connection with the 2015 Bond.

**SECTION 5.** BE IT FURTHER ORDAINED that from and after the effective date of this Ordinance, Ordinance No. 2357 (as amended and supplemented to date) shall be deemed amended and supplemented as provided herein and all other terms and provisions of Ordinance No. 2357 (as amended and supplemented to date) shall remain in full force and effect.

**SECTION 6.** BE IT FURTHER ORDAINED that the title of this Ordinance shall be deemed to be, and is, a fair statement of the substance of this Ordinance for posting and all other purposes.

**SECTION 7.** BE IT FURTHER ORDAINED that the provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

[CONTINUED ON FOLLOWING PAGE]

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

SECTION 8. BE IT FURTHER ORDAINED that this Ordinance shall become effective following approval by the Mayor or subsequent passage by the Council following the Mayor's veto in accordance with the provision of Section SC2-12 of the Charter; provided, however, that, notwithstanding the effective date of this Ordinance, no portion of the original principal amount of the 2015 Bond or investment earnings thereon may be applied to costs of the 2022 Additional Project unless Resolution No. 2569 is amended and supplemented as described herein. Pursuant to Charter Section SC2-16, this Ordinance shall not be subject to petition to referendum.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance of this Ordinance having been posted or published as required by law, was finally passed by the Council \_\_\_\_\_ [as introduced] \_\_\_\_\_ [as amended] [CHECK APPLICABLE LINE] on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

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

\_\_\_\_\_  
Muir Boda, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jacob R. Day, Mayor

#229026;58111.001

\_\_\_\_\_  
Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

Ordinance No. 2772

AN ORDINANCE OF THE COUNCIL (THE “COUNCIL”) OF THE CITY OF SALISBURY AMENDING AND SUPPLEMENTING ORDINANCE NO. 2394, PASSED BY THE COUNCIL ON JULY 18, 2016, APPROVED BY THE MAYOR OF CITY OF SALISBURY (THE “CITY”) ON JULY 19, 2016 AND EFFECTIVE ON JULY 19, 2016 (“ORDINANCE NO. 2394”), AS SUPPLEMENTED TO DATE, IN ORDER TO (1) AUTHORIZE AND EMPOWER THE CITY TO USE AND APPLY CERTAIN INVESTMENT EARNINGS ON THE \$20,030,000 CITY OF SALISBURY PUBLIC IMPROVEMENTS AND REFUNDING BONDS OF 2016 ISSUED ON JULY 28, 2016 (THE “2016 BONDS”) TO THE PROJECT IDENTIFIED HEREIN AS “RAW WATER LINE AT NAYLOR MILL ROAD,” AND (2) IDENTIFY SUCH ADDITIONAL PROJECT AS A “PROJECT” FOR ALL PURPOSES OF ORDINANCE NO. 2394 (AS SUPPLEMENTED); PROVIDING THAT THIS TITLE IS A FAIR STATEMENT OF THE SUBSTANCE OF THIS ORDINANCE; AUTHORIZING CERTAIN CITY OFFICIALS TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE USE OF PROCEEDS OF THE 2016 BONDS.

RECITALS

WHEREAS, City of Salisbury, a municipal corporation of the State of Maryland (the “City”), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Enabling Act”), and Sections SC7-45 and SC7-46 of the Charter of the City of Salisbury, as replaced, supplemented or amended (the “Charter”), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds; and

WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, and Ordinance No. 2394, passed by the Council of the City (the “Council”) on July 18, 2016, approved by the Mayor of the City (the “Mayor”) on July 19, 2016 and effective on July 19, 2016 (“Ordinance No. 2394”), the City authorized general obligation bonds to be issued from time to time in one or more series in an aggregate principal amount not to exceed Four Million Seven Hundred Fifty-one Thousand Five Hundred Dollars (\$4,751,500.00) (the “Authorized Bonds”) in order to finance, reimburse or refinance “costs” (as defined in Section 3(b) of Ordinance No. 2394) of the projects identified in Section 3(b) of Ordinance No. 2394 as (1) “Spine Rail Trail”, (2) “Community Centers”, (3) “Riverside Circle”, (4) “Service Center Facility Plan Phase 1”, (5) “E-7 Inspector’s Truck”, (6) “S-14 2001 F-150 Dump Truck”, (7) “S-32 Hot Patch Trail Improvements”, (8) “Replacement of 1998 Roller”, (9) “Lemmon Hill Standpipe”, (10) “Fitzwater Street Lift Station – Phase II”, (11) “Belt Filter Press Rehabilitation”, (12) “Dump Truck”, (13) “Dump Truck WWTP”, (14) “Parking Garage Façade and Landscaping”, and (15) “Aquatic Weed Harvester with Unloading Conveyor” (herein collectively referred to as the “Original Authorized Projects” and referred to as the “Projects” in Ordinance No. 2394) in the maximum principal amounts set forth opposite each such Original Authorized Project in such Section 3(b); and

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

WHEREAS, pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, Ordinance No. 2394, certain other ordinances identified in Resolution No. 2645 (defined herein), and Resolution No. 2645, adopted by the Council on July 18, 2016, approved by the Mayor on July 19, 2016 and effective on July 19, 2016 (“Resolution No. 2645”), the City issued on July 28, 2016 its \$20,030,000 City of Salisbury Public Improvement and Refunding Bonds of 2016 (the “2016 Bonds”): and

WHEREAS, the 2016 Bonds were issued in order to (i) finance or reimburse costs of the Original Authorized Projects, including allocable costs of issuance, and (ii) currently refund on the date of issuance of the 2016 Bonds certain outstanding obligations of the City and pay allocable costs of issuance, all as described in the Tax and Section 148 Certificate of the City dated July 28, 2016 (the “2016 Tax Certificate”); and

WHEREAS, that portion of the 2016 Bonds applied or to be applied for new money purposes (including paying allocable costs of issuance) was authorized by Ordinance No. 2394; and

WHEREAS, because the 2016 Bonds were sold by public sale at competitive bid, the City realized net original issue premium in connection with the sale of the 2016 Bonds that allowed it to reduce the par amount of the 2016 Bonds needed for new money purposes from the maximum par amount authorized for such purposes by Ordinance No. 2394, and thereby to allocate a portion of such net original issue premium, together with the par amount of the 2016 Bonds allocated to new money purposes, to fund the Original Authorized Projects in the maximum aggregate principal amount of \$4,751,500 contemplated by Ordinance No. 2394; and

WHEREAS, \$4,300,000 in par amount of the 2016 Bonds (which constitute the Authorized Bonds for purposes of Ordinance No. 2394), together with a portion of the net original issue premium paid with respect to the 2016 Bonds, was appropriated and allocated to the specified Original Authorized Projects identified below (which Original Authorized Projects are referred to as the “New Money Projects” in Resolution No. 2645), in the amounts set forth below, exclusive of allocable costs of issuance:

[CONTINUED ON FOLLOWING PAGE]

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

	<u>Project Name</u>	<u>Maximum Amount</u>
1.	Spine Rail Trail	\$150,000
2.	Community Centers	500,000
3.	Riverside Circle	175,000
4.	Service Center Facility Plan Phase 1	102,000
5.	E-7 Inspector’s Truck	30,000
6.	S-14 2001 F-150 Dump Truck	48,500
7.	S-32 Hot Patch Trailer Improvements	40,000
8.	Replacement of 1998 Roller	50,000
9.	Lemmon Hill Standpipe	100,000
10.	Fitzwater Street Lift Station – Phase II	2,690,000
11.	Belt Filter Press Rehabilitation	357,000
12.	Dump Truck	90,000
13.	Dump Truck WWTP	90,000
14.	Parking Garage Façade and Landscaping	200,000
15.	Aquatic Weed Harvester with Unloading Conveyor	129,000
	TOTAL	<u>\$4,751,500.00</u>

; and

WHEREAS, Ordinance No. 2394 provides that, without notice to or the consent of any registered owners of the Authorized Bonds, the City may reallocate the maximum principal amount of the Authorized Bonds to be spent among any of the Original Authorized Projects in compliance with applicable budgetary procedures or applicable law; and

WHEREAS, the 2016 Tax Certificate identifies that portion of the par amount of the 2016 Bonds, together with that portion of the net original issue premium on the 2016 allocated to costs of the Original Authorized Projects (which are identified as the “New Money Projects” in the 2016 Tax Certificate), including allocable costs of issuance, as the “New Money Portion” of the 2016 Bonds; and

WHEREAS, pursuant to Ordinance No. 2544, passed by the Council on June 10, 2019 (“Ordinance No. 2544”), the City in effect supplemented Ordinance No. 2394 to (i) reallocate \$129,000.00 of the total amount of the New Money Portion of the 2016 Bonds allocated to the Original Authorized Project identified as “Aquatic Weed Harvester with Unloading Conveyor” to the Original Authorized Project identified as “Riverside Circle,” (ii) reallocate \$500.00 of the total amount of the New Money Portion of the 2016 Bonds allocated to the Original Authorized Project identified as “Spine Rail Trail” to the Original Authorized Project identified as “Riverside Circle,” (iii) reallocate \$4,189.10 of the New Money Portion of the 2016 Bonds originally allocated to costs of issuance to the Original Authorized Project identified as “Riverside Circle,” and (iv) allocate

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

\$42,225.38 of investment earnings on the New Money Portion of the 2016 Bonds to the Original Authorized Project identified as “Riverside Circle,” without differentiating between the principal amount of the New Money Portion of the 2016 Bonds and the net original issue premium constituting a portion of the New Money Portion of the 2016 Bonds so allocated to costs of the Original Authorized Projects; and

WHEREAS, pursuant to Ordinance No. 2544, the Council in effect provided that no portion of the proceeds of the New Money Portion of the 2016 Bonds would be applied to the Original Authorized Project identified “Aquatic Weed Harvester with Unloading Conveyor;” and

WHEREAS, the City now wishes to allocate a \$40,000.00 portion of investment earnings on the New Money Portion of the 2016 Bonds to a project that is not one of the Original Authorized Projects, which project is identified in the City’s fiscal year 2023 budget as “Raw Water Line at Naylor Mill Road” (the “2022 Additional Project”); and

WHEREAS, the City desires to expand the list of the Projects as set forth in Ordinance No. 2394, as supplemented to date, in order to allow certain investment earnings on the New Money Portion of the 2016 Bonds to be applied to costs of the 2022 Additional Project, and to identify such 2022 Additional Project as a “Project” for all purposes of Ordinance No. 2394, as amended supplemented.

SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that:

(a) The Recitals to this Ordinance are incorporated by reference herein and deemed a substantive part of this Ordinance. Capitalized terms used in the Sections of this Ordinance that are not defined therein shall have the meanings given to such terms in the Recitals.

(b) References in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter, the code of ordinances of the City (the “City Code”) or other applicable law or authority to act in such titled official’s stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the Charter, the City Code or other applicable law or authority, (iii) to any person who serves in a “deputy”, “associate” or “assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the Charter, the City Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the City Code, the official, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Ordinance to “investment earnings” shall be construed to include interest income.

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction



SECTION 2. BE IT FURTHER ORDAINED that:

(a) Pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter and Ordinance No. 2394 (as supplemented to date), from and after the effective date of this Ordinance, and subject to Sections 2(e) and 8 hereof, Section 3(b) of Ordinance No. 2394 (as supplemented to date) is hereby deleted in its entirety and inserted in place thereof shall be the following:

“(b) With respect to the projects listed below, the word “costs” as used in Section 2 hereof shall include, as applicable, land and right-of-way acquisition and development; site and utility improvements, including, without limitation, grading, landscaping, paving, sidewalk, curb, gutter, storm drain, water and sewer improvements, and related or similar activities and expenses; demolition, razing and removal; acquisition, construction, expansion, reconstruction, replacement, renovation, rehabilitation, improvement, installation, furnishing and equipping activities and expenses, and related or similar activities and expenses; planning, design, engineering, architectural, feasibility, bidding, inspection, construction management, surveying, permitting, financial and legal expenses, and related or similar activities and expenses; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); interest during construction and for a reasonable period thereafter (whether or not expressly so stated); and any such costs that may represent the City’s share or contribution to the financing, reimbursement or refinancing of any such project. The total Bond (or BANs, as identified in Section 6 hereof) funds to be appropriated or applied to the costs of such projects (exclusive of any premium realized upon sale or investment earnings that may be applied for such purposes) shall be allocated among the following public purpose projects in the maximum principal amount set forth opposite each, except as otherwise herein provided:

[CONTINUED ON FOLLOWING PAGE]

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

	<u>Project Name</u>	<u>Maximum Principal Amount</u>
1.	Spine Rail Trail	\$149,500
2.	Community Centers	500,000
3.	Riverside Circle	304,500
4.	Service Center Facility Plan Phase 1	102,000
5.	E-7 Inspector's Truck	30,000
6.	S-14 2001 F-150 Dump Truck	48,500
7.	S-32 Hot Patch Trailer Improvements	40,000
8.	Replacement of 1998 Roller	50,000
9.	Lemmon Hill Standpipe	100,000
10.	Fitzwater Street Lift Station – Phase II	2,690,000
11.	Belt Filter Press Rehabilitation	357,000
12.	Dump Truck	90,000
13.	Dump Truck WWTP	90,000
14.	Parking Garage Façade and Landscaping	200,000
15.	Aquatic Weed Harvester with Unloading Conveyor	0
16.	Raw Water Line at Naylor Mill Road	0(1)
	TOTAL	<u>\$4,751,500.00</u>

(1) The City intends to allocate certain investment earnings on the Bonds to this project.

The projects identified in items 1-16 above are collectively referred to herein as the “Projects”. The Projects described in items 1-16 above are identified by approximately the same names as such Projects are identified in City budget materials. The City, without notice to or the consent of any registered owners of the Bonds (or the registered owners of any of the BANs, as applicable), may reallocate the maximum principal amount of the Bonds (and of any of the BANs, as applicable) to be spent among any of the Projects in compliance with applicable budgetary procedures or applicable law, including, to the extent applicable, by resolution. Further, it is the intention of the Council that proceeds of the Bonds (or of any of the BANs, as applicable) may be spent on any applicable costs (as defined above) relating to the Projects identified in items 1-16 above, notwithstanding the descriptive names used for such Projects in the table above, including, without limitation, changes in scopes of the Projects identified above effected through applicable budgetary procedures or applicable law.”

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

(b) Subject to the further provisions of this Ordinance, the Council hereby appropriates and allocates \$40,000.00 of investment earnings on the New Money Portion of the 2016 Bonds to be applied to costs of the 2022 Additional Project.

(c) By undertaking the amendments to Section 3(b) of Ordinance No. 2394, as supplemented to date, provided for in subsection (a) of this Section 2, the City is in effect (i) adding the 2022 Additional Project identified as item 16 “Raw Water Line at Naylor Mill Road” in the table set forth in subsection (a) above to the list of projects the costs of which may be financed or reimbursed from the original principal amount of the Bonds contemplated by Ordinance No. 2394 and investment earnings thereon, without taking into account the fact that a portion of net original issue premium allocated to the New Money Portion of the 2016 Bonds is being applied to pay costs of the Original Authorized Projects, and (ii) recognizing that investment earnings on the New Money Portion of the 2016 Bonds will be allocated to the 2022 Additional Project. Such amendments also reflect the reallocation of a portion of the New Money Portion of the 2016 Bonds made by Ordinance No. 2544 among the Original Authorized Projects, without taking into account the fact that net original issue premium constituting a component of the New Money Portion of the 2016 Bonds was applied to fund a portion of the costs of such Original Authorized Projects. Such amendments do not specifically account for the application of investment earnings on the New Money Portion of the 2016 Bonds to the Original Authorized Project identified as “Riverside Circle” as previously provided for by Ordinance No. 2544. While to date no proceeds of the New Money Portion of the 2016 Bonds have been spent on the Original Authorized Project identified as “Aquatic Weed Harvester with Unloading Conveyor” in Ordinance No. 2394, the City is not removing that Original Authorized Project from the list of Projects identified in Ordinance No. 2394, as amended and supplemented, including by this Ordinance.

(d) The projects identified in the table set forth in subsection (a) above (which amends Section 3(b) of Ordinance No. 2394, as supplemented to date) are collectively referred to herein as the “2022 Revised Projects.” Subject to the provisions of subsection (e) below and Section 8 of this Ordinance, from and after the effective date of this Ordinance, all references to the Projects in Ordinance No. 2394, as supplemented to date, shall be deemed to be references to the 2022 Revised Projects, as identified in this Ordinance. Subject to the provisions of subsection (e) below and Section 8 of this Ordinance, from and after the effective date of this Ordinance, the provisions of this Section 2 shall supersede the provisions of Section 3(b) of Ordinance No. 2394, as supplemented to date, with respect to the application of the principal amount of the Authorized Bonds as authorized by Ordinance No. 2394.

(e) Notwithstanding the foregoing provisions of this Section 2, proceeds of the New Money Portion of the 2016 Bonds (including investment earnings thereon) may not be applied to costs of the 2022 Additional Project unless and until the City adopts a resolution making corresponding amendments to the provisions of Section 2(a) of Resolution No. 2645 to include the 2022 Additional Project in the list of Projects identified in Resolution No. 2645, thereby allowing proceeds of the New Money Portion of the 2016 Bonds (including investment earnings thereon) to be applied to costs of the 2022 Additional Project.

---

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

(f) Subject to the provisions of the subsections above and Section 8 of this Ordinance, it is the intention of the Council that any investment earnings earned on the New Money Portion of the 2016 Bonds (i) prior to the effective date of this Ordinance, to the extent not already spent in accordance with the provisions of the Ordinance No. 2394 (as supplemented to date), Resolution No. 2645 or applicable budgetary procedures or applicable law, and (ii) on and after the effective date of this Ordinance, shall be applied to costs of any of the 2022 Revised Projects; provided that, any such investment earnings may be allocated otherwise in accordance with applicable budgetary procedures or applicable law, including, to the extent applicable, by resolution.

SECTION 3. BE IT FURTHER ORDAINED that, subject to the provisions of Sections 2(e) and 8 of this Ordinance, \$40,000.00 of investment earnings on the 2016 Bonds shall be allocated to the 2022 Additional Project as follows (for purposes of the City’s customary practice of allocating or reallocating sources of funding):

Org	Object	Object Desc.	Project	Project Description			
96017	456110	Investment Interest		Unassigned	Revenue	Decrease	-40,000
96017	456110	Investment Interest	50048	Raw Water Line at Naylor Mill Road	Revenue	Increase	40,000
96017	513026	Construction	50048	Raw Water Line at Naylor Mill Road	Expenditure	Increase	40,000

SECTION 4. BE IT FURTHER ORDAINED that, subject to the provisions of Sections 2(e) and 8 of this Ordinance, the Mayor, the City Administrator, the Director of Finance and all other appropriate officials and employees of the City, to the extent acting within the scope of their respective authority, are hereby authorized and empowered to take any and all action necessary or appropriate to provide for the application of the proceeds of the 2016 Bonds to finance or reimburse costs of the 2022 Revised Projects and to approve, execute and deliver all documents, certificates or instruments necessary or appropriate in connection therewith or in connection with the transactions contemplated by this Ordinance, including, without limitation, any amendments, modifications or supplements to any documents, certificates or instruments delivered in connection with the 2016 Bonds.

SECTION 5. BE IT FURTHER ORDAINED that from and after the effective date of this Ordinance, Ordinance No. 2394 (as supplemented to date) shall be deemed amended and supplemented as provided herein and all other terms and provisions of Ordinance No. 2394 (as amended and supplemented to date) shall remain in full force and effect.

SECTION 6. BE IT FURTHER ORDAINED that the title of this Ordinance shall be deemed to be, and is, a fair statement of the substance of this Ordinance for posting and all other purposes.

SECTION 7. BE IT FURTHER ORDAINED that the provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction

SECTION 8. BE IT FURTHER ORDAINED that this Ordinance shall become effective following approval by the Mayor or subsequent passage by the Council following the Mayor's veto in accordance with the provision of Section SC2-12 of the Charter; provided, however, that, notwithstanding the effective date of this Ordinance, no portion of the New Money Portion of the 2016 Bonds or investment earnings thereon may be applied to costs of the 2022 Additional Project unless Resolution No. 2645 is amended and supplemented as described herein. Pursuant to Charter Section SC2-16, this Ordinance shall not be subject to petition to referendum.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and thereafter, a statement of the substance of this Ordinance having been posted or published as required by law, was finally passed by the Council \_\_\_\_\_ [as introduced] \_\_\_\_\_ [as amended] [CHECK APPLICABLE LINE] on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

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

\_\_\_\_\_  
Muir Boda, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jacob R. Day, Mayor

#229031;58111.001

\_\_\_\_\_  
Underlining : Indicates material added by amendment after introduction  
~~Strike through~~ : Indicates material deleted by amendment after introduction



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

To: Julia Glanz, City Administrator  
From: Richard D. Baldwin, Acting Director of Infrastructure & Development <sup>RB</sup>  
Date: December 28, 2022  
Re: Budget Amendment - Paleo Well #2 Redevelopment

---

The Department of Infrastructure and Development is requesting approval of a budget amendment in the amount of \$195,000.00 for redevelopment of Paleo Well #2.

The Paleo Water Treatment Plant which provides roughly 65% of the City's Water Supply currently consists of two supply wells. Under routine operation well screens become encrusted due to minerals in the aquifer and the efficiency and production of the decreases. Well #2 has reached the point of requiring redevelopment to restore efficiency and yield. Routine inspection, testing and replacement of the well pump, pump column, motor and cable are also carried out during redevelopment operations. Paleo Well #2 was redeveloped in 2016 and previously slated for redevelopment in 2024, however, well performance warrants advancing schedule to maintain reliability of the City's water production.

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38

**ORDINANCE NO. 2773**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE  
MAYOR TO APPROPRIATE FUNDS FOR THE RESTORE PALEO WELL  
FIELD PROJECT.**

**WHEREAS**, the City of Salisbury supplies water to City residents for consumption as well as fire protection;

**WHEREAS**, the City relies on ground water supplied by wells as the source of this water;

**WHEREAS**, the Paleo Water Treatment Plant provides roughly 65% of the City’s water supply;

**WHEREAS**, the Paleo Water Treatment Plant currently consists of two supply wells;

**WHEREAS**, these wells require periodic redevelop to maintain yield and design capacity;

**WHEREAS**, Well #2 at the Paleo Water Treat has reached the point requiring redevelopment;

**WHEREAS**, amendments to the Water Sewer Fund Budget and Water Sewer Capital Project Fund Budget identified below are needed to provide for \$195,000 in funds needed for redevelopment of Well # 2; 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.** Mayor Jacob R. Day is hereby authorized to appropriate funds for the Restore Paleo Well Field project in the amount of \$195,000.

**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 Water Sewer 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	60100-469810	195,000
Increase	Expense	None	Transfer Water Sewer Capital Projects Fund	91002-599108	195,000

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

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	Restore Paleo Well Field	PayGO	97030-469313-50021	195,000
Increase	Expense	Restore Paleo Well Field	Construction	97030-513026-50021	195,000

39  
40  
41  
42

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

45  
46 **Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision  
47 of this Ordinance shall be deemed independent of all other provisions herein.

48  
49 **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any  
50 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,  
51 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication  
52 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other  
53 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

54  
55 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as  
56 if such recitals were specifically set forth at length in this Section 5.

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

59  
60 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
61 Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance  
62 of the Ordinance having been published as required by law, in the meantime, was finally passed by the  
63 Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

64  
65 **ATTEST:**

66  
67  
68  
69  
70 \_\_\_\_\_  
71 **Kimberly R. Nichols, City Clerk**

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

72  
73 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

74  
75  
76  
77 \_\_\_\_\_  
78 **Jacob R. Day, Mayor**  
79  
80



---

INTER  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
OFFICE

# MEMO

---

## *Finance Department*

**To:** Julia Glanz, City Administrator *KAC*  
**From:** Keith Cordrey, Director of Finance  
**Subject:** Budget Ordinance – Field Operation Vehicles and Town Square Project  
**Date:** January 9, 2023

---

The Service Center project was appropriated \$1.1m in Schedule B of the FY23 Budget Ordinance. The Department of Field Operations has determined that this appropriation should no longer be required.

The Department of Field Operations has determined various vehicles are required requiring an appropriation of \$900,000 in the General Fund. Also, the DID department has determined the Town Square Project requires an additional appropriation of \$200,000.

Please find attached an ordinance that removes the \$1.1m previously appropriated for the Service Center in the FY23 Budget Ordinance funded from bond proceeds, adds an appropriation of \$900,000 for vehicles in the Field Operations Departments to be funded from surplus, and adds a \$200,000 appropriation to be funded from bond proceeds, to be issued in Fy24, for the Town Square project.

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

**ORDINANCE NO. 2774**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE  
MAYOR TO APPROPRIATE FUNDS FOR THE TOWN SQUARE  
PROJECT AND FOR THE PURCHASE OF VEHICLES.**

**WHEREAS**, the City of Salisbury appropriated \$1,100,000 by Ordinance 2721 for the Service Center Project with funding provided from Bond Proceeds to be issued in FY24; and

**WHEREAS**, the City has determined the above funds should no longer be necessary for the Service Center Project; and

**WHEREAS**, City desires to increase the appropriation for the Town Square Project by \$200,000; and

**WHEREAS**, City desires to increase the appropriation for Vehicles in the General Fund by \$900,000; and

**WHEREAS**, the appropriations necessary to execute the appropriation of \$200,000 and \$900,000 and, 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 Jacob R. Day is hereby authorized to appropriate funds for the Town Square Project in the amount of \$200,000.

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

**Section 2.** The City of Salisbury’s General Capital Project Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Decrease	Revenue	Service Center	Bond Proceeds	98024-469312-43007	1,100,000
Decrease	Expense	Service Center	Construction	98124-513026-43007	1,100,000
Increase	Revenue	Town Square	Bond Proceeds	98024-469312-48089	200,000
Increase	Expense	Town Square	Construction	98124-513026-48089	200,000

34  
35  
36  
37

**Section 3.** The City of Salisbury’s FY23 General 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	01000-469810	900,000
Increase	Expense	None	Vehicles	32061-577025	900,000

38  
39  
40  
41

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

42  
43

**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.

44 **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any  
45 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,  
46 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication  
47 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other  
48 provisions of this Ordinance shall 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  
50 if 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  
55 of the Ordinance having been published as required by law, in the meantime, was finally passed by the  
56 Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
57

58 **ATTEST:**  
59  
60  
61  
62

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


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

65  
66 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
67  
68  
69  
70

71 \_\_\_\_\_  
72 **Jacob R. Day, Mayor**



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

To: Julia Glanz, City Administrator  
From: Richard Baldwin, Director of Infrastructure & Development   
Date: December 7, 2022  
Re: FY23 MDOT Bikeways Grant Agreement Ordinance

---

The Maryland Department of Transportation Bikeways Program has awarded the City of Salisbury three grants. Two grants for design and improvement of the Rail Trail and a third grant for a Citywide Pedestrian and Bike Counting Program. These awards total \$289,034.00 to which the City is to provide \$154,036 of matching funds.

The Rail Trail grants consist of \$139,700 for design of Rail Trail Phases 2 & 3 to which \$40,000 in matching funds are to be allocated, and \$100,000 for Construction of Armstrong Parkway Connector, to which \$101,700 in matching funds are to be allocated. The Citywide Pedestrian and Bike Counting Program consists of \$49,334 of grant funding to which \$12,336 in matching funds are to be allocated. The City has surplus funds available in the current year operating accounts to meet the matching fund requirements.

Attached are a draft ordinance to enter into agreements to accept these grants that includes a budget amendment to allocate the required matching funds and copies of the grant agreements.

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



48 Maryland Bikeways Program to provide for the design of the Rail Trail, Phase 2 & 3, Construction of  
49 Armstrong Parkway Connector and Citywide Pedestrian and Bike Counting Program; and

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

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

53  
54 Rail Trail, Phase 2 & 3:

55  
56 Increase MDOT Grant Revenue Account (10500-425805-xxxxx) by \$139,700  
57 Increase Grant Match Revenue Account (10500-499000-xxxxx) by \$40,000  
58 Increase Construction Grant Expense Account (10500-513026-xxxxx) by \$179,700; and  
59

60 Construction of Armstrong Parkway Connector:

61 Increase MDOT Grant Revenue Account (10500-425805-xxxxx) by \$100,000  
62 Increase Grant Match Revenue Account (10500-499000-xxxxx) by \$101,700  
63 Increase Construction Grant Expense Account (10500-513026-xxxxx) by \$201,700; and  
64

65 Bike Counting Program:

66  
67 Increase MDOT Grant Revenue Account (10500-425805-xxxxx) by \$49,334  
68 Increase Grant Match Revenue Account (10500-499000-xxxxx) by \$12,336  
69 Increase Construction Grant Expense Account (10500-513026-xxxxx) by \$61,670; and  
70

71 **Section 3.** The City of Salisbury’s FY23 General Fund Budget be and hereby is further amended  
72 as follows:

73 Increase Revenue 01000-469810 Use of Surplus by \$154,036  
74 Increase Expense 91001-599131 Grant Match DID by \$101,700  
75 Increase Expense 91001-599131 Grant Match DID by \$12,336  
76 Increase Expense 91001-599131 Grant Match DID by \$40,000  
77

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

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

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

87 **Section 6.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as  
88 if such recitals were specifically set forth at length in this Section 5.

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

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

94

95   **ATTEST:**

96

97

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

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

99

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

101

102

103   \_\_\_\_\_  
**Jacob R. Day, Mayor**

104

**GRANT AGREEMENT**

**BY AND BETWEEN**

**THE MARYLAND DEPARTMENT OF TRANSPORTATION**

**AND**

**CITY OF SALISBURY, MARYLAND**

THIS GRANT AGREEMENT executed electronically and entered into this day \_\_\_\_\_, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and the City of Salisbury, Maryland (“Grantee”).

**WITNESSETH:**

WHEREAS, the Department has programmed in the Draft FY 2023-2028 Consolidated Transportation Program-2022 State Report on Transportation a total of Fifteen Million Nine Hundred Fifty-Three Thousand Six Hundred Thirty-One Dollars (\$15,953,631) for the Maryland Kim Lamphier Bikeways Network Program (“Program”);

WHEREAS, the Department budgeted within the Program Forty-Nine Thousand Three Hundred Thirty-Four Dollars (\$49,334) for the Citywide Bike and Ped Counting Program, a minor retrofit project described as establishing a bicycle and pedestrian counter program to monitor transportation trends and increase safety (the “Project”);

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Kim Lamphier Bikeways Network Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of up to Twelve Thousand Three Hundred Thirty-Six Dollars (\$12,336) (“Matching Fund Contribution”) to the Project ;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application and accepted by MDOT is Sixty-One Thousand Six Hundred Eighty Dollars (\$61,680);

WHEREAS, the Project will accurately count the number of users and the increase/decrease over time, catalog anonymous data trends to be able to justify continued investment in active transportation to the public and prioritize infrastructure investment based on where active transportation users actually are;



WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed Forty-Nine Thousand Three Hundred Thirty-Four Dollars (\$49,334) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
  - a. The establishment of a bicycle and pedestrian counter program to monitor transportation trends and increase safety;
  - b. Provide opportunities for community input on recommendations;
  - c. Submit a list of potential counter locations to MDOT Kim Lamphier Bikeways Network Program for review prior to installation;
  - d. Preparation of quarterly status reports and a final report, as requested by the Department; and
  - e. Monitoring and supervising the compliance with all provisions in this Agreement.
  - f. Provide bicycle traffic count data on a quarterly basis to the Maryland Department of Transportation for five (5) years following the installation of the automated counters. Data will be submitted on the 10th day of January, April, July and October through 2027;

3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$49,334 or 80% of the Project's total cost and the maximum amount of the Matching Fund Contribution payable by the County under this Grant Agreement shall be the lesser of \$12,336 or 20% of the Project's total cost.

4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence, such insurance to name the Grantee, the Department and all respective agencies, officers, official and employees as additional insureds on a primary and non-contributory basis and for ongoing and completed operations;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee's Self-Insurance Program is responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the "Local Government Tort Claims Act."

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act (“MTCA”) currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee’s submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department’s receipt and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **December 31, 2024**, whichever is sooner. All work on the Project that is reimbursable under this Grant must be completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;  
or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee

must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement. The Grantee's indemnification obligations under this paragraph are provided to the extent permitted by and subject to the provisions of the Maryland Local Government Tort Claims Act, Sections 5-301 et seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland and subject to the appropriation of funds. The foregoing indemnification is not to be deemed as a waiver of any immunity that may exist in any action against the Grantee or its officers, agents, volunteers and employees.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement 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 the Grantee;
- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

30. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Heather Murphy, Director  
Office of Planning and Capital  
Programming  
7201 Corporate Center Drive  
Hanover, MD 21076

In the case of the Grantee:

William White  
Transportation Project Specialist  
City of Salisbury 125 N. Division St  
Salisbury, MD 21811  
[wwhite@salisbury.md](mailto:wwhite@salisbury.md)  
410-548-3170

**The next page is the signature page**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**MARYLAND DEPARTMENT OF TRANSPORTATION**

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
R. Earl Lewis, Jr.                      Date  
Deputy Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Jaclyn Hartman, Chief Financial Officer  
Office of Finance

\_\_\_\_\_  
Brenden Lee Hodge, Assistant Attorney General  
Maryland Department of Transportation

**CITY OF SALISBURY, MARYLAND**

By:

\_\_\_\_\_  
Jacob Day  
Mayor



**GRANT AGREEMENT**

**BY AND BETWEEN**

**THE MARYLAND DEPARTMENT OF TRANSPORTATION**

**AND**

**CITY OF SALISBURY, MARYLAND**

THIS GRANT AGREEMENT executed electronically and entered into this day \_\_\_\_\_, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and the City of Salisbury, Maryland (“Grantee”).

**WITNESSETH:**

WHEREAS, the Department has programmed in the Draft FY 2023-2028 Consolidated Transportation Program-2022 State Report on Transportation a total of Fifteen Million Nine Hundred Fifty-Three Thousand Six Hundred Thirty-One Dollars (\$15,953,631) for the Maryland Kim Lamphier Bikeways Network Program (“Program”);

WHEREAS, the Department budgeted within the Program One Hundred Thousand Dollars (\$100,000) for the Salisbury Naylor Mill Connector, a minor retrofit project described as repurposing Armstrong Road to create a shared-use path connecting Naylor Mill Road to Salisbury Boulevard (the “Project”);

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Kim Lamphier Bikeways Network Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of up to One Hundred One Thousand Seven Hundred Dollars (\$101,700) (“Matching Fund Contribution”) to the Project;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application and accepted by MDOT is Two Hundred One Thousand Seven Hundred Dollars (\$201,700);

WHEREAS, the Project will provide a safe, separated, low-level of stress, shared-use biking and walking path connecting Naylor Mill Rd via Armstrong Rd and Marvel Rd, to Northwood Drive;

WHEREAS, the Project is consistent with the Salisbury Rail Trail Master Plan and MoveSBY – the City Active Transportation Masterplan;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland’s transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed One Hundred Thousand Dollars (\$100,000) (“Grant”) to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
  - a. The safe, separated, low-level of stress, shared-use biking and walking path connecting Naylor Mill Rd via Armstrong Rd and Marvel Rd;
  - b. Provide opportunities for community input on recommendations;
  - c. Submit draft 65% plans to MDOT Kim Lamphier Bikeways Network Program for review and comment prior to finalizing plan;
  - d. Preparation of quarterly status reports and a final report, as requested by the Department; and
  - e. Monitoring and supervising the compliance with all provisions in this Agreement.

3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$100,000 or 50% of the Project's total cost and the maximum amount of the Matching Fund Contribution payable by the County under this Grant Agreement shall be the lesser of \$101,700 or 50% of the Project's total cost.

4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence, such insurance to name the Grantee, the Department and all respective agencies, officers, official and employees as additional insureds on a primary and non-contributory basis and for ongoing and completed operations;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee's Self-Insurance Program is responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the "Local Government Tort Claims Act."

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act (“MTCA”) currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee’s submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department’s receipt and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **December 31, 2024**, whichever is sooner. All work on the Project that is reimbursable under this Grant must be completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;  
or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee

must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement. The Grantee's indemnification obligations under this paragraph are provided to the extent permitted by and subject to the provisions of the Maryland Local Government Tort Claims Act, Sections 5-301 et seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland and subject to the appropriation of funds. The foregoing indemnification is not to be deemed as a waiver of any immunity that may exist in any action against the Grantee or its officers, agents, volunteers and employees.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement 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 the Grantee;
- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

30. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Heather Murphy, Director  
Office of Planning and Capital  
Programming  
7201 Corporate Center Drive  
Hanover, MD 21076

In the case of the Grantee:

William White  
Transportation Project Specialist  
City of Salisbury  
125 N. Division St  
Salisbury, MD 21811  
[wwhite@salisbury.md](mailto:wwhite@salisbury.md)  
410-548-3170

**The next page is the signature page**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**MARYLAND DEPARTMENT OF TRANSPORTATION**

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
R. Earl Lewis, Jr.                      Date  
Deputy Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Jaclyn Hartman, Chief Financial Officer  
Office of Finance

\_\_\_\_\_  
Brenden Lee Hodge, Assistant Attorney General  
Maryland Department of Transportation

**CITY OF SALISBURY, MARYLAND**

By:

\_\_\_\_\_  
Jacob Day  
Mayor

**GRANT AGREEMENT**

**BY AND BETWEEN**

**THE MARYLAND DEPARTMENT OF TRANSPORTATION**

**AND**

**CITY OF SALISBURY, MARYLAND**

THIS GRANT AGREEMENT executed electronically and entered into this day \_\_\_\_\_, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and the City of Salisbury, Maryland (“Grantee”).

WITNESSETH:

WHEREAS, the Department has programmed in the Draft FY 2023-2028 Consolidated Transportation Program-2022 State Report on Transportation a total of Fifteen Million Nine Hundred Fifty-Three Thousand Six Hundred Thirty-One Dollars (\$15,953,631) for the Maryland Kim Lamphier Bikeways Network Program (“Program”);

WHEREAS, the Department budgeted within the Program One Hundred Thirty-Nine Thousand Seven Hundred Dollars (\$139,700) for the Salisbury Rail Trail, Phases 2 & 3, a design project described as design of a shared-use path adjacent to the railway connecting Phase 1 Salisbury Rail Trail with Salisbury University (“SU”) (the “Project”);

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Kim Lamphier Bikeways Network Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of up to Forty Thousand Dollars (\$40,000) (“Matching Fund Contribution”) to the Project;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application and accepted by MDOT is One Hundred Seventy-Nine Thousand Seven Hundred Dollars (\$179,700);

WHEREAS, the Project will connect residents to the extension of Phase 1 (in design), the pedestrian tunnel under US 13 to SU’s Main Campus and US 13 crossings at W College Ave;

WHEREAS, the Project is consistent with the Citywide Bike Masterplan (2017), Salisbury Boulevard Masterplan (2018) and Rail Trail Masterplan (2019); WHEREAS, the

Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed One Hundred Thirty-Nine Thousand Seven Hundred Dollars (\$139,700) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
  - a. The design of a shared-use path adjacent to the railway connecting Phase 1 Salisbury Rail Trail with Salisbury University;
  - b. Provide opportunities for community input on recommendations;
  - c. Submit draft 30% plans to MDOT Kim Lamphier Bikeways Network Program for review and comment prior to finalizing plan;
  - d. Preparation of quarterly status reports and a final report, as requested by the Department; and
  - e. Monitoring and supervising the compliance with all provisions in this Agreement.
3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$139,700 or 78% of the Project's total cost and the maximum amount of the Matching Fund Contribution payable by the County under this Grant Agreement shall be the lesser of \$40,000 or 22% of the Project's total cost.

4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence, such insurance to name the Grantee, the Department and all respective agencies, officers, official and employees as additional insureds on a primary and non-contributory basis and for ongoing and completed operations;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated “A-” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee’s Self-Insurance Program is responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the “Local Government Tort Claims Act.”

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required

in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act (“MTCA”) currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee’s submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department’s receipt and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **December 31, 2024**, whichever is sooner. All work on the Project that is reimbursable under this Grant must be

completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;  
or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with

the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement. The Grantee's indemnification obligations under this paragraph are provided to the extent permitted by and subject to the provisions of the Maryland Local Government Tort Claims Act, Sections 5-301 et seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland and subject to the appropriation of funds. The foregoing indemnification is not to be deemed as a waiver of any immunity that may exist in any action against the Grantee or its officers, agents, volunteers and employees.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement 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 the Grantee;
- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection

with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;

- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.



28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

30. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Heather Murphy, Director  
Office of Planning and Capital  
Programming  
7201 Corporate Center Drive  
Hanover, MD 21076

In the case of the Grantee:

William White  
Transportation Project Specialist  
City of Salisbury  
125 N. Division St  
Salisbury, MD 21811  
[wwhite@salisbury.md](mailto:wwhite@salisbury.md)  
410-548-3170

**The next page is the signature page**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**MARYLAND DEPARTMENT OF TRANSPORTATION**

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
R. Earl Lewis, Jr.                      Date  
Deputy Secretary

FUNDS AVAILABLE:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Jaclyn Hartman, Chief Financial Officer  
Office of Finance

\_\_\_\_\_  
Brenden Lee Hodge, Assistant Attorney General  
Maryland Department of Transportation

**CITY OF SALISBURY, MARYLAND**

By:

\_\_\_\_\_  
Jacob Day  
Mayor



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

**MEMORANDUM**

**To:** Julia Glanz, City Administrator  
**From:** Ronald L. Strickler, Jr, Director of Housing and Community Development  
**Date:** 1/17/2023  
**Re:** Acceptance of BGCMB Funding for Truitt Community Center

---

The Director of Housing and Community Development requests the opportunity to introduce an Ordinance for consideration by the Mayor and City Council to accept grant funding from the Boys and Girls Club of Metropolitan Baltimore and the Maryland State Board of Public Works in the amount of \$350,000. The City of Salisbury recently entered into a Joint Use Agreement with the BGCMB naming them as the primary user of the Truitt Community Center for youth and teen afterschool and summer camp programming for a period of up to 15 years. In partnership, the construction of the new facility was made possible and is now underway. BGCMB has secured \$350,000 in grant funding from the Maryland State Board of Public Works to support in the interior design, construction and furnishing of the new facility at the Truitt Street location. Should the ordinance be approved, the grant funding will become available to proceed with the secondary phase of the new facility.

*Ronald L. Strickler, Jr*

Ronald Strickler, Jr  
Director, Housing and Community Development

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**ORDINANCE NO. 2776**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE BOYS & GIRLS CLUBS OF METROPOLITAN BALTIMORE, INC. FOR THE PURPOSE OF ACCEPTING MARYLAND STATE BOARD OF PUBLIC WORKS FUNDS IN THE AMOUNT OF 350,000, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE CONSTRUCTION OF THE TRUITT COMMUNITY CENTER EXPANSION PROJECT**

**WHEREAS**, the City of Salisbury has entered into a Joint Use Agreement with the Boys & Girls Clubs of Metropolitan Baltimore, Inc. for the primary use of the City of Salisbury Truitt Community Center for a period of up to 15 years; and

**WHEREAS**, the Boys & Girls Clubs of Metropolitan Baltimore, Inc. was awarded \$350,000 by the Maryland State Board of Public Works for the expansion of the Truitt Community Center; and

**WHEREAS**, the City of Salisbury is providing the required Maryland State Board of Public Works grant match in the amount of \$450,000 for completion of Truitt Community Center expansion project; and

**WHEREAS**, the City of Salisbury must enter a contractual agreement with the Boys & Girls Clubs of Metropolitan Baltimore, Inc. defining how these funds must be reimbursed; and

**WHEREAS**, the Boys & Girls Clubs of Metropolitan Baltimore, Inc. agrees to reimburse the City of Salisbury for construction cost realized for the Truitt Community Center Expansion Project up to the amount of \$350,000 pursuant to the terms of a Construction Reimbursement Agreement, a copy of which is attached hereto as **Exhibit A**; and

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

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

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

**Section 1.** Mayor Jacob R. Day is hereby authorized to enter into the Construction Reimbursement Agreement with the Boys & Girls Clubs of Metropolitan Baltimore, Inc., on behalf of the City of Salisbury, a copy of which is attached hereto as **Exhibit A**, for the City's acceptance of grant funds in the amount of \$350,000.

**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 TCC/BGCMB Grant Revenue Account No. 10500-424000-xxxxx (State of MD DGS revenue) by \$350,000.

**(b)** Increase TCC/BGCMB Grant Expense Account No. 10500-513026-xxxxxx (construction expense) by \$350,000.

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

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

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

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

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

59  
60 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
61 Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance of  
62 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council  
63 of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

64  
65 **ATTEST:**

66  
67  
68  
69 **Kimberly R. Nichols, City Clerk** **Muir Boda, City Council President**

70  
71  
72  
73 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

74  
75  
76  
77  
78 **Jacob R. Day, Mayor**

79  
80

## CONSTRUCTION REIMBURSEMENT AGREEMENT

THIS CONSTRUCTION REIMBURSEMENT AGREEMENT (herein “**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”) by and between the City of Salisbury, a municipal corporation (the “**City**”), and the Boys & Girls Clubs of Metropolitan Baltimore, Inc. (hereinafter referred to as the “**Nonprofit**”), (City and Nonprofit are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

### RECITALS

**WHEREAS**, the Parties desire to express their mutual understanding and agreement regarding their financial roles and responsibilities in constructing a new building for the Truitt Community Center (“**Community Center**”) located at 319 Truitt Street, Salisbury, Maryland (the “**Premises**”); and

**WHEREAS**, the City, as the owner of the Premises, is utilizing \$464,009.00 of City funding to construct a new Community Center building on the Premises; and

**WHEREAS**, the Nonprofit has received a capital grant award in the amount of \$350,000 from the State of Maryland to be utilized in the construction of the Community Center. Subject to the terms and conditions of a Joint Use Agreement, the Community Center will support Boys & Girls Club youth programs and activities.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing, and for other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are hereby incorporated as if fully set forth herein.
2. **CONSTRUCTION FUNDING:**
  - a. The City will source and pay for all construction costs up to \$464,009.00 for the Community Center on the Premises.
  - b. Once the City has expended \$464,009.00 in funding for the construction of the Community Center, as determined in the sole discretion of the City, the Nonprofit will utilize up to \$350,000 of its capital grant award to complete the interior phase of the construction. With respect to the \$350,000 in funding provided by the Nonprofit, the City shall pay its selected contractors directly, and shall thereafter be reimbursed by the Nonprofit pursuant to the terms of this Agreement. Upon full completion of construction, if the \$350,000 of awarded funding is not fully expended, the Nonprofit will utilize the remaining capital grant funds to furnish the interior of the Community Center. At all times, all buildings, fixtures, furniture and materials paid for by either party in connection with this Agreement shall be the sole property of the City.
  - c. Duties of the City: The City agrees to:

- i. Involve a representative from the Nonprofit in the architecture and design meetings that pertain to the interior construction of the building.
  - ii. Utilize a competitive process to select the contractors. The parties recognize that all funding for the Community Center is subject to Davis-Bacon and Related Acts Wage Rates or other prevailing wage rates required by additional funding sources for this project. The selection of contractors, materials and design plans for the Community Center shall be in the sole discretion of the City.
  - iii. Submit all invoices related to the construction costs for the Community Center to the Nonprofit.
  - iv. Provide a monthly update to the Nonprofit on the construction project.
- d. Duties of the Nonprofit: The Nonprofit agrees to:
  - i. Carry out all duties as outlined in the parties' July 1, 2022 Joint Use Agreement and any extensions thereof.
  - ii. As requested by the City, provide resources and information that may be pertinent in carrying out the construction of the Community Center.
  - iii. Reimburse the City directly for all submitted invoices amounting up to \$350,000 as it relates of the Community Center.
- e. Each party will appoint a person to serve as the official contact and to coordinate the activities of each party in carrying out this Agreement. The initial appointees are:

Ron Strickler, City of Salisbury, [rstrickler@salisbury.md](mailto:rstrickler@salisbury.md)

Anna Piccirilli, Boys & Girls Clubs of Metropolitan Baltimore, [APiccirilli@bgcmetroaltimore.org](mailto:APiccirilli@bgcmetroaltimore.org)

Vanessa Lyon, Boys & Girls Clubs of Metropolitan Baltimore, [Vlyon@bgcmetroaltimore.org](mailto:Vlyon@bgcmetroaltimore.org)

3. **OWNERSHIP OF PREMISES**: Nothing in this Agreement shall be construed so as to afford the Nonprofit with any rights of ownership or tenancy in and to the Premises or the furniture, fixtures or equipment therein. The Nonprofit's use of the Premises shall be governed by a separate Joint Use Agreement. In any event, Nonprofit's use of the Premises shall be non-exclusive, subject to the City's general right to use the Premises, as well as the City's right to sell, lease or convey any other interest in and to the Premises.
4. **INVOICES**: All invoices shall be paid by the Nonprofit to the City within 60 days of receipt of the invoice by the Nonprofit. An invoice shall be considered received when it is emailed to the individuals identified in 2(e) above.
5. **AMENDMENTS**: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement,

are superseded by this Agreement. No amendment to this Agreement shall be binding unless in writing and signed by the Parties.

6. **RELATIONSHIP OF PARTIES:** The Parties expressly acknowledge and agree this Agreement does not create an exclusive relationship between the parties. Nothing in this Agreement is intended to constitute, create, give effect or otherwise imply a joint venture, agency, partnership or other formal business organization or any employer/employee relationship of any kind between the Parties.
7. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Assignment shall not affect or limit the validity and enforceability of the other provisions hereof. This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any Party hereto by reason of the fact that Party or that Party's agent or attorney drafted all or any part of this Agreement.
8. **GOVERNING STATE LAW.** The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Maryland. Further, the laws of the State of Maryland shall govern all rights, obligations, remedies and liabilities arising pursuant to this Agreement. No claim or dispute from or relating to this Agreement shall be required to be submitted to or settled by any type of arbitration process. Any legal proceedings involving any such claim or dispute shall be brought in the appropriate court in the State of Maryland.
9. **RIGHTS AND REMEDIES.** Mention in this Agreement of any specific right or remedy shall not preclude the City from exercising any other right or remedy available at law or in equity; and the failure of the City to insist in any one or more instances upon a strict or prompt performance of any obligation of Nonprofit under this Agreement or to exercise any option, right or remedy herein contained or available at law or equity shall not be construed as a waiver or relinquishment thereof, unless expressly waived in writing by the City. If a party obtains a judgment against the other party arising out of any default under this Agreement, then the defaulting party shall pay to the non-defaulting party all reasonable attorney's fees incurred by the non-defaulting party with respect to such default. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY.
10. **COUNTERPART AND FACSIMILE SIGNATURES:** This Agreement may be signed in any number of counterparts, each of which when signed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Signature by facsimile or by email in portable document format (.pdf) also shall bind the Parties to this Agreement.



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written and do hereby acknowledge and accept the terms and conditions of this Agreement.

WITNESS:

Nonprofit

\_\_\_\_\_

\_\_\_\_\_  
By: Jeffrey Breslin, President & CEO

WITNESS:

City of Salisbury, Maryland

\_\_\_\_\_

\_\_\_\_\_  
By: Jacob R. Day, Mayor



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

To: Julia Glanz, City Administrator  
From: Richard D. Baldwin, Director of Infrastructure & Development  
Date: January 20, 2023  
Re: Budget Amendment – Paleo Raw Water Line at Naylor Mill (North Prong Crossing)

---

The Department of Infrastructure and Development is requesting approval of a budget amendment in the amount of \$1,200,000.00 to proceed with construction of the new raw water line connecting existing Paleo Well #1 and the new Paleo Well #3 currently under construction to the water treatment plant on Scenic Drive.

The current raw water line is carried over the North Prong of the Wicomico River at Naylor Mill Road on a timber trestle. Due to the condition of the trestle planning for replacement of the existing raw water line has been in process with design for the new raw water line complete. A trestle support piling was sheered during a recent storm event resulting in settling, the water main being out of alignment, subjected to the force of gravity and vulnerable to future storm events.

The Department of Infrastructure and Development is requesting \$1,200,000 to complete the construction necessary to address the emergent circumstances. The source of funds requested are \$600,000 each from the Water & Sewer Capital Projects Fund and the Water & Sewer Revolving funds. Funds not used in the completion of this construction will be returned to the Capital Projects and Revolving funds.



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

38  
 39 **Section 2.** The City of Salisbury’s FY23 Water Sewer Fund Budget be and hereby is amended as  
 40 follows:  
 41

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	None	Current Year Surplus	60100-469810	600,000
Increase	Expense	None	Transfer Water Sewer Capital Projects Fund	91002-599108	600,000

42  
 43 **Section 3.** The City of Salisbury’s Water Sewer Capital Project Fund Budget be and hereby is  
 44 amended as follows:  
 45

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	Raw Water Line Naylor Mill	PayGO WS Fund	97030-469313-50048	600,000
Increase	Revenue	Raw Water Line Naylor Mill	Transfer from W S Revolving Fund	97030-469162-50048	600,000
Increase	Expense	Raw Water Line Naylor Mill	Construction	97030-513026-50048	1,200.000

46  
 47 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
 48 **SALISBURY, MARYLAND**, as follows:

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

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

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

58 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
 59

60 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
 61 Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and thereafter, a statement of the substance  
 62 of the Ordinance having been published as required by law, in the meantime, was finally passed by the  
 63 Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
 64

65 **ATTEST:**  
 66  
 67  
 68

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

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

70  
 71 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
 72  
 73  
 74

75 \_\_\_\_\_  
**Jacob R. Day, Mayor**  
 76