

CITY OF SALISBURY SPECIAL MEETING #2 AGENDA

JUNE 5, 2023 Government Office Building, Council Chambers, and Zoom Video Conferencing

Times shown for agenda items are estimates only.

- 6:10 p.m. CALL TO ORDER
- 6:11 p.m. ADOPTION OF SPECIAL MEETING #2 AGENDA
- 6:12 p.m.AWARD OF BIDS- presented by Procurement Director Jennifer Miller1.ITB 23-122 Parking Operations Improvements\$150,000.00

6:22 p.m. ORDINANCE- presented by City Attorney Ashley Bosché

 Ordinance No. 2810- 1st reading- approving a budget amendment of the City's budget to accept and appropriate donated funds from the Delmarva Zoological Society for the Andean Bear Campaign

6:30 p.m. ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk's Office, 115 S. Division Street, Headquarters Building, 410-548-3140 or on the City's website at 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.

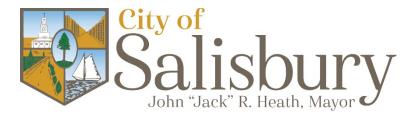
Next Council Meeting – June 12, 2023

- <u>Resolution No.</u> to appoint Sandeep Gopalan to the Ethics Commission
- **<u>Resolution No.</u>** to re-appoint Matt Drew to the Bicycle & Pedestrian Advisory Committee
- **<u>Resolution No.</u>** to name City Administrator Andy Kitzrow as new Registered Agent
- <u>Ordinance No. 2802</u>- 2nd reading- appropriating the necessary funds for the operation of the government and administration of the City of Salisbury, Maryland for the period July 1, 2023 to June 30, 2024, establishing the levy for the General Fund for the same fiscal period and establishing the appropriation for the Water and Sewer, Parking Authority, City Marina and Storm Water Funds
- <u>Ordinance No. 2803</u>- 2nd reading- to amend Water and Sewer rates to increase rates by 10% and making said changes effective for all bills dated October 1, 2023 and thereafter unless and until subsequently revised or changed
- Ordinance No. 2804- 2nd reading- to set fees for FY 2024 and thereafter unless and until subsequently revised or changed

- Ordinance No. 2808- 2nd reading- authorizing the Mayor to appropriate funds for the Comprehensive Plan Project and the Zoning Code Project
- <u>Ordinance No. 2810</u>- 2nd reading- approving a budget amendment of the City's budget to accept and appropriate donated funds from the Delmarva Zoological Society for the Andean Bear Campaign

Join Zoom Meeting https://us02web.zoom.us/j/88163253286?pwd=K3RtZUhUMHNucDRPU2IHbnROQzZVUT09 Meeting ID: 881 6325 3286 Passcode: 812389 Phone: 1.301.715.8592

Posted 6/01/23



COUNCIL AGENDA – Department of Procurement

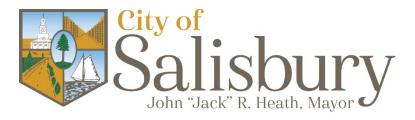
June 5, 2023

Award of Bid(s)

1. ITB 23-122 Parking Operations Improvements

\$150,000.00

Department of Procurement 125 N Division St., #104 Salisbury, MD 21801 410-548-3190 (fax) 410-548-3192 www.salisbury.md

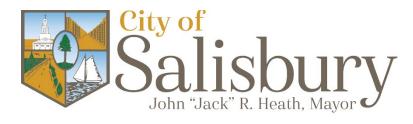


To:Mayor and City CouncilFrom:Jennifer MillerDirector of ProcurementDate:June 5, 2023Subject:Award of Bid

The Department of Procurement seeks approval from City Council to award the following procurement(s):

ITB 23-122 Parking Operations Improvements

- Department: Field Operations (Parking Division)
- Specification(s): Updated entry/exit hardware and software to optimize the parking experience within Downtown Salisbury
- Contract information:
 - Sourcewell 080321-PRK
 - Bid posting: 06/15/21
 - Contract Maturity Date: 10/07/25
- Purchasing authority per Salisbury Charter § SC16-3.A.(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 City of Salisbury is a Participating Agency with Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3) that is governed by local elected municipal officials and school board members.
- Vendor: Parkeon dba Flowbird (Moorestown, NJ)
- Cost: \$150,000 for hardware and software in Year 1; \$21,120 total in back office/connectivity fees for Years 2 through 5.
- GL Account(s): 31154-599300 Transfer Parking Capital Projects
- Notes:
 - o Contract execution shall be dependent upon Council approval of Ordinance 2794



MEMORANDUM

To:	Jennifer Miller
From:	Mike Dryden
Subject:	Recommendation for Award of Bid for Flowbird PARCS Solution (Quote ID: 33123v3)
Date:	May 31, 2023

The Department of Field Operation was approved funding to implement upgrades such as QR Readers, Tag Readers Mounts, Automatic Gates and Entry/Exit Camera Readers to the Parking Division using - Sourcewell cooperative contract #080-321-PRK with Flowbird PARCS Solutions. Flowbird is our current on-street parking provider (via paystations).

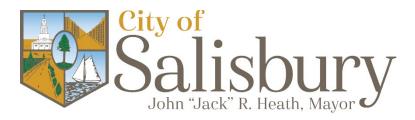
Pursuant to a thorough review pricing verification form the City Department of Procurement and the Department of Field Operations, please allow this memorandum to serve as the formal Department recommendation to award a contract to Flowbird PARCS Solutions in the amount of \$150,000 to implement upgrades to further automate city parking operations.

Pending approval of Ordinance 2794, funding will be available in General Ledger account number 31154-599300.

Attached you will find the following item:

• Flowbird quote dated May 22, 2023

Implementation for the parking updates is scheduled for August 2023.



Please add this to the Award of Bids content for the earliest possible Council Legislative Agenda. If you have any questions or comments, please do not hesitate to contact me.

Flowbird PARCS Solution Contract Reference Number - 080-321-PRK For: Flowbird Go -Salisbury, Maryland

Quote Issued: May 22, 2023

Quote Name: New Flowbird PARCS Solution

General Information **Bill To:** City of Salisbury 125 N. Division St Salisbury, MD 21801

Prepared By: Joe Mollish P: 314-280-4750 E: Joe.mollish@flowbird.group

Flowbird Go PARCS Investment Summary	Total
Hardware (Includes 24 months Warranty) - All Physical Lane Devices	\$95,750.00
Software (Software as a Service & Warranty for Year 1) - The cloud software that operates the Flowbird System	\$5,280.00
Install, Configuration, Barcode Integration, and Training (10 Hours)	\$5,000.00
Inner Lane Cabling/Switches - Provided by on-site contractor	\$6,000.00
Electrical/Civil – All conduit and wiring for low and high voltage cabling to provide power and bring the system up on-line.	\$33,180.00
Freight - Shipping of devices	\$4,790.00
Estimated Taxes - Tax Exempt	\$0.00
Initial Investment (Year Software and Software warranty)	\$150,000.00
Additional Years (2 through 5) of Software Service	\$21,120.00

City of Salisbury, MD

City of Salisbury, MD Entry Plaza		Unit	Discounted	Hardware Total
Flowbird GO – S5 with QR Reader/Access Card Reader/Intercom – Entry Device	Ouantity	Price	Total	Haluwale Iota
Color: Black Power: AC - Electrical 120V power wired to devices, gates, and LPR Pinhole Camera - Device includes a built in Pinhole 1080 HP Camera to see the customer during a transaction Warranty: 24-month Hardware Warranty provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 24 Hour Battery Back Up - 14Volt Battery provided that provides immediate fall over in the case of a loss of power. Intercom: Digital Umojo - Built in Digital VolP tow wy intercom to communicate with customers in the lane and	1	\$13,000.00	\$9,500.00	\$9,500.0
vend the gate. Flowbird GO – S5 with QR Reader/Access Card Reader/Intercom – Entry Device Color: Black Power: A/C - Electrical 120V power wired to devices, gates, and LPR Pinhole Camera - Device includes a built in Pinhole 1080 HP Camera to see the customer during a transaction Warranty: 24-month Hardware Warranty provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 24 Hour Battery Back Up - 14Volt Battery provided that provides immediate fall over in the case of a loss of power. Intercom: Digital Umojo - Built in Digital VoIP two way intercom to communicate with customers in the lane and vend the gate.	1	\$13,500.00	\$9,500.00	\$9,500.0
ELKA P2500 Direct Drive Gate. Straight 10 ft arm - Elka Direct Drive Barrier Gate installed at each lane to	2	\$3,900.00	\$3,100.00	\$6,200.0
control traffic in and out. CT-45-OV LPR Camera (Varifocal Lens), Pole, Mount and Power Input connector - LPR hardware required in each lane to photo the license plate and to send to Flowbird's cloud software. Also, includes the mounting pole and accessories to power the camera.	2	\$6,000.00	\$5,100.00	\$10,200.00
Communication Redundancy Modem LTE-4G - Modem for the the lane devices that automatically connects to the cloud when the internet service goes down. This another level of redundancy that keeps the device communicating with the Cloud at all times.	2	\$850	\$600.00	\$1,200.00
Hardware Subtotal				
Hardware Subtotal				\$36,600.0
		Unit	Discounted	
Hardware Sublidat Exit Plaza Flowbird GO – S5 with OR Reader/Access Card Reader/Intercom – Exit Device Color: Black	Ouantity	Unit Price	Discounted Total	
Exit Plaza Flowbird GO – S5 with OR Reader/Access Card Reader/Intercom – Exit Device Color: Black Power: A/C - Electrical 120V power wired to devices, gates, and LPR Pinhole Camera - Device includes a built in Pinhole 1080 HP Camera to see the customer during a transaction M1000/A1000 EMV Reader - EMV Chip credit card reader and NFC "TapnGo" credit card reader to run secure credit card transactions as payments. Warranty :24-month Hardware Warranty provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 24 Hour Battery Back Up - 14Volt Battery provided that provides immediate fall over in the case of a loss of power. Intercom: Digital Umojo - Built in Digital VoIP two way intercom to communicate with customers in the lane and			Total	Hardware Total
Exit Plaza Flowbird CO – S5 with OR Reader/Access Card Reader/Intercom – Exit Device Color: Black Power: A/C - Electrical 120V power wired to devices, gates, and LPR Pinhole Camera - Device includes a built in Pinhole 1080 HP Camera to see the customer during a transaction M1000/A1000 EMV Reader - EMV Chip credit card reader and NFC "TapnGo" credit card reader to run secure credit card transactions as payments. Warranty: 24-month Hardware Warranty provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 24 Hour Battery Back Up - 14Volt Battery provided that provides immediate fall over in the case of a loss of power.		Price	Total \$12,000.00	Hardware Total
 EXIT PIATA Flowbird GO – S5 with OR Reader/Access Card Reader/Intercom – Exit Device Color: Black Power: A/C - Electrical 120V power wired to devices, gates, and LPR Pihole Camera - Device includes a built in Pinhole 1080 HP Camera to see the customer during a transaction M1000/A1000 EMV Reader - EMV Chip credit card reader and NFC "TapnGo" credit card reader to run secure credit card transactions as payments. Warranty:24-month Hardware Warranty provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 24 Hour Battery Back Up - 14Volt Battery provided that provides inmediate fall over in the case of a loss of power. Intercom: Digital Umojo - Built in Digital VoIP two way intercom to communicate with customers in the lane and vend the gate. Flowbird GO - S5 with OR Reader/Access Card Reader/Intercom - Exit Device Color: Black Power: A/C - Electrical 120V power wired to devices, gates, and LPR Pinhole Camer - Device includes a built in Pinhole 1080 HP Camera to see the customer during a transaction M1000/A1000 EMV Reader - EMV Chip credit card reader and NFC "TapnGo" credit card reader to run secure credit card transactions as payments. Warranty: 24-month Hardware Warranty provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection Pathour Battery Back Up - 14Volt Battery provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection Pathour Battery Back Up - 14Volt Battery provided to the city of salisbury. This	1	Price \$15,500.00	Total \$12,000.00 \$12,000.00	\$12,000.00
Exit PlaZa Flowbird GO – S5 with QR Reader/Access Card Reader/Intercom – Exit Device Color: Black Power: A/C - Electrical 120V power wired to devices, gates, and LPR Phihole Camera - Device includes a built in Pinhole 1080 HP Camera to see the customer during a transaction M1000/A1000 EMV Reader - EMV Chip credit card reader and NFC "TapnGo" credit card reader to run secure credit card transactions as payments. Warranty: 24-month Hardware Warranty provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 24 Hour Battery Back Up - 14Volt Battery provided that provides immediate fall over in the case of a loss of power. Intercom: Digital Umojo - Built in Digital VoIP two way intercom to communicate with customers in the lane and vend the gate. Flowbird GO – S5 with OR Reader/Access Card Reader/Intercom – Exit Device Color: Black PloNe Camera - Device includes a built in Pinhole 1080 HP Camera to see the customer during a transaction M1000/A1000 EMV Reader - EMV Chip credit card reader and NFC "TapnGo" credit card reader to run secure credit card transactions as payments. Warranty: 24-month Hardware Warranty provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 21 Hour Battery Back UP - 14VoIt Battery provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 21 Hour Battery Back UP - 14VoIt Battery provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 21 Hour Battery Back UP - 14VoIt Battery provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Back UP - 1	1	Price \$15,500.00 \$15,500.00	Total \$12,000.00 \$12,000.00	Hardware Total \$12,000.00 \$12,000.00
 EXIT PIATA Flowbird GO – S5 with OR Reader/Access Card Reader/Intercom – Exit Device Color: Black Power: A/C - Electrical 120V power wired to devices, gates, and LPR Pihole Camera - Device includes a built in Pinhole 1080 HP Camera to see the customer during a transaction M1000/A1000 EMV Reader - EMV Chip credit card reader and NFC "TapnGo" credit card reader to run secure credit card transactions as payments. Warranty:24-month Hardware Warranty provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 24 Hour Battery Back Up - 14Volt Battery provided that provides inmediate fall over in the case of a loss of power. Intercom: Digital Umojo - Built in Digital VoIP two way intercom to communicate with customers in the lane and vend the gate. Flowbird GO - S5 with OR Reader/Access Card Reader/Intercom - Exit Device Color: Black Power: A/C - Electrical 120V power wired to devices, gates, and LPR Pinhole Camer - Device includes a built in Pinhole 1080 HP Camera to see the customer during a transaction M1000/A1000 EMV Reader - EMV Chip credit card reader and NFC "TapnGo" credit card reader to run secure credit card transactions as payments. Warranty: 24-month Hardware Warranty provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection Pathour Battery Back Up - 14Volt Battery provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection Pathour Battery Back Up - 14Volt Battery provided to the city of salisbury. This	1	Price \$15,500.00 \$15,500.00 \$15,500.00 \$1,500.00	Total \$12,000.00 \$12,000.00 \$5,100.00 \$1,150.00	Hardware Total \$12,000.00 \$12,000.00 \$10,200.00 \$1,150.00
Exit Plaza Flowbird GO – S5 with QR Reader/Access Card Reader/Intercom – Exit Device Color: Black Power: A/C - Electrical 120V power wired to devices, gates, and LPR Pinhole Camera - Device includes a built in Pinhole 1080 HP Camera to see the customer during a transaction M1000/A1000 EMV Reader - EMV Chip credit card reader and NFC "TapnGo" credit card reader to run secure credit card transactions as payments. Warranty: 24-month Hardware Warranty provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 24 Hour Battery Back Up - 14Volt Battery provided that provides immediate fall over in the case of a loss of power. Intercom: Digital Umojo - Built in Digital VoIP two way intercom to communicate with customers in the lane and vend the gate. Flowbird GO – SS with OR Reader/Access Card Reader/Intercom – Exit Device Color: Black Power: A/C - Electrical 120V power wired to devices, gates, and LPR Pinhole Camera - Device includes a built in Pinhole 1080 HP Camera to see the customer during a transaction M1000A1000 EMW Reader - EMV Chip credit card reader and NFC "TapnGo" credit card reader to run secure credit card transactions as payments. Warranty:24-month Hardware Warranty provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 24 Hour Battery Back Up - 14VoIt Battery provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 24 Hour Battery Back Up - 14VoIt Battery provided to the City of Salisbury. This cover all hardware parts not effected by vandalisms or an act of God. Ethernet Communication - System is wired via a Cat6 Ethernet connection 24 Hour Battery Back Up - 14VoIt Battery provided to the City of Salisbury. This cover all hardware par	1	Price \$15,500.00 \$15,500.00 \$6,000.00	Total \$12,000.00 \$12,000.00 \$5,100.00 \$1,150.00 \$3,100.00	Hardware Total \$12,000.00 \$12,000.00 \$10,200.00

Quote Expires: June 10, 2023

Quote ID: 33123v3

Prepared for: Andy Kitzrow Deputy City Administrator O: 410-548-3100 E: akitzrow@salisbury.md

Monthly Entry/Exit Lanes	Ouantity	Unit Price	Discounted Total	Hardware Total				
CT-45-OV LPR Camera (Varifocal Lens), Pole, Mount and Power Input connector - LPR hardware required in each lane to photo the license plate and to send to Flowbird's cloud software. Also, includes the mounting pole and accessories to power the camera.	1	\$6,000.00		\$5,100.00				
CT-45-OV LPR Camera (Varifocal Lens), Pole, Mount and Power Input connector - LPR hardware required in each lane to photo the license plate and to send to Flowbird's cloud software. Also, includes the mounting pole and accessories to power the camera.	1	\$6,000.00	\$5,100.00	\$5,100.00				
ELKA P2500 Direct Drive Gate. Straight 10 ft arm - Elka Direct Drive Barrier Gate installed at each lane to control traffic in and out.	2	\$3,900.00	\$3,100.00	\$6,200.00				
Hardware Subtotal				\$16,400.00	1			
Optional Unit Price for CWT 5 POF Kiosk	Ouantity	Unit Price	Discounted Total	Hardware Total	1			
Upgrade Existing POF Units to accept payments from the Flowbird GO Application Includes new Modem Upgrade, Touchscreen and QR Scanner NFC Credit Card Reader	1	\$13,000.00		\$9,500.00				
Hardware Subtotal				\$9,500.00	1			
Software Back Office as a Service - Includes New Devices and Old Meters								
Product Name	Ouantity	Monthly Cloud Connect Cost	Year One Total	Year Two Total	Year Three Total	Year Four Total	Year Five Total	Total
Flowbird GO Back Office and connectivity - SaaS Cloud Service that provides a connection to the devices and collects data from the the lane devices. Required for the hardware to function. Includes: Maintenance alarms alerts to cell phone Pay Station Mapping (Google Maps) Reporting (standard and analytical) Credit Card Gateway Permit Portal Cellular Communication Fees Software Licensing and warranty	4	\$110.00	\$0.00	\$5,280.00	\$5,280.00	\$5,280.00	\$5,280.00	\$21,120.00
Flowbird Go Back Office and Connectivity – Per POF	0	\$65.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00			\$5,280.00	\$5,280.00	
Credit charges are .30 per 3% per transaction. Ontional Flowhird APP			_					
Elka Gates Flowbird APP Subscription - Per transaction charge (Paid by User) to ustize the Flowbird APP for the parking garage for reservations and to pay for parking.	Ouantity 1	Per Transaction \$0.35	No cost to cli	ent. \$0.35 added o	n to the trans	action		
Ontional Text to Pav		Per Text	•					
Text to Pay Text to Pay Subscription - Per transaction charge (Paid by User) to utilize the Text to Pay for paying by taking a picture of the ticket and paying via a secure site.	Ouantity 1	Transaction \$0.30	No cost to cli	ent. \$0.30 added o	n to the trans	action		
Optional Hardware Warranty Year's 3 through 5			no cost to cil	inti yo.oo uuucu o				
	Year One Total	Year Two Total	Year Three Total	Year Four Total	Year Five Total	Total	1	
Product Name Hardware Warranty - Cost for Flowbird to cover all hardware parts replacement after Year 2. This does not cover parts damaged by vandalism or acts of God. Parts	Included	Included	\$2,500.00	\$2,500.00		\$7,500.00		
* Does not include Labor							l	
Optional Spare Gates					_			
Magnetic Gates	Ouantity	Unit Price	Discounted Total	Hardware Total				

Magnetic Gates	Ouantity	Price	Total	naruware totai
Spare 10ft Straight Arm Gates - Spares to use when a customer breaks gates.	4	\$150.00	\$120.00	\$480.00

All sales taxes and shipping costs are excluded unless specifically itemized in this quotation. Customer is responsible for all taxes or providing proof of tax-exempt status. By accepting this order, Customer agrees to be bound by all applicable terms and conditions or terms of existing contract(s) between Customer and Flowbird for the same products and services, if any:

Accepted

Date

Approved

Date



MEMORANDUM

То:	City Council			
From: Allen Swiger, ABCD Director				
Subject:	Accept Donation from Delmarva Zoological Society			
Date:	5/22/23			

The City of Salisbury's Arts, Business and Culture Department has notified the Delmarva Zoological Society, Inc., a non-profit organization charged with raising funds for capital improvements of the Salisbury Zoo, of its desire to obtain up to \$125,000 for the following services related to the upcoming Andean Bear Campaign.

- Up to \$25,000 to support the implementation of a web-based software capable of managing and tracking revenues for the upcoming Andean Bear Capital Campaign.
- \$100,000 to support the recruitment of an architectural firm to redesign the Salisbury Zoo's Andean Bear Exhibit.

The Delmarva Zoological Society, Inc. has offered a donation of up to \$125,000 to the City of Salisbury. Both services have progressed through the Department of Procurement's Open Bid Process and are awaiting vendor awards, pending Council's acceptance of these donations.

The Delmarva Zoological Society Inc.'s mission is to promote, raise funds for, publicize, and support the Salisbury Zoological Park's exhibits, education efforts and projects, at the direction of the the Salisbury Zoological Park

Thank you for your time and do not hesitate to contact me should you have any questions.

$\frac{1}{2}$	ORDINANCE NO. 2810						
1 2 3 4 5 6 7	AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET ADMENDMENT OF THE CITY'S BUDGET TO ACCEPT AND APPROPRIATE DONATED FUNDS FROM THE DELMARVA ZOOLOGICAL SOCIETY, INC. FOR THE ANDEAN BEAR CAMPAIGN.						
8 9 10	WHEREAS, the City of Arts, Business and Culture Department and the Delmarva Zoological Society, Inc. is preparing for the launch of the Andean Bear Campaign to benefit the Salisbury Zoo; and						
11 12	WHEREAS, The Delmarva Zoological Society, Inc. wishes to donate up to \$125,000 to the City of Salisbury to launch the Andean Bear Campaign; and						
13 14 15 16	WHEREAS, up to \$25,000 of the donated funds will be used to onboard a web-based software capable of managing and tracking revenues for the campaign; and						
17 18 19	WHEREAS, \$100,000 of the donated funds will be used for the recruitment of an architectural firm to redesign the Andean Bear Exhibit; and						
20 21 22	WHEREAS , appropriations necessary for this donation must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.						
23 24 25	NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF						
23 26 27	Section 1. The City's General Capital Project be and hereby is amended as follows:						
28 29 30	 Increase 98023-456423-29051 Contribution Revenue by \$125,000; Increase 98123-513026-29051 Engineering by \$100,000; and Increase 98123-577036-29051 Computer Software by \$25,000. 						
31 32 33	BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND , as follows:						
34 35 36 37	Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.						
38 39 40 41 42 43	<u>Section 3</u> . It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.						
44 45 46	Section 4. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.						
47 48	Section 5. This Ordinance shall take effect from and after the date of its final passage.						
49 50 51	THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this day of, 2023, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the day of,						

having been published as required by law, was finally passed by the Council on the _____ day of _____,

52 53 54	2023.		
54 55 56 57	ATTEST:		
58 59 50	Kimberly R. Nichols, City Clerk		Muir W. Boda, President, Salisbury City Council
51 52 53 54	APPROVED BY ME THIS	day of	, 2023.
5	· · · · · · · · · · · · · · · · · · ·		

66 John R. Heath, Acting Mayor