



CITY OF SALISBURY

115 S. Division Street, Salisbury, MD, 21801

LEGISLATIVE SESSION

Government Office Building

125 N. Division Street, Room 301, Salisbury, MD, 21801

Monday, October 14, 2024, 6:00 p.m.

D'SHAWN M. DOUGHTY
Council President

ANGELA M. BLAKE
Council Vice President

APRIL R. JACKSON
Councilwoman

MICHELE R. GREGORY
Councilwoman

SHARON DASHIELL
Councilwoman

CALL TO ORDER

WELCOME/ANNOUNCEMENTS/PLEDGE

INVOCATION – Pastor Greg Morris, Parkway Church of God

PROCLAMATIONS

- Fire Prevention Week – presented by Mayor Taylor and President Doughty
- National Code Compliance Month – presented by Mayor Taylor

PRESENTATION AND ADOPTION OF THE LEGISLATIVE AGENDA

CONSENT AGENDA – City Clerk Julie English

- **Resolution No. 3366** – to appoint Anitra Brockman to the TRUTH Committee for term ending October 2028
- **Resolution No. 3367** – to appoint Juan Zelaya to the Human Rights Advisory Committee for term ending October 2026

AWARD OF BIDS

- ITB 25-105 Dump Truck w/Front Plow and Spreader \$323,482.00
- ITB A-25-103 Citywide Concrete Placement and Repair \$283,840.00
- ITB A-25-109 Automated Speed Enforcement System \$251,928.00 (1 yr. est.)
- RFP A-25-105 Capital Lease Master Agreement \$114,936.07 (7 yr. interest)
- ITB 24-120 Genie Boom Lift \$106,946.00

DECLARATION OF SURPLUS

- Salisbury Fire Department – Extrication equipment and boat motor
- Salisbury Police Department – 9 vehicles; handguns and ammunition
- Department of Water Works – 2004 Modular Office Trailer

PUBLIC HEARING – City Attorney Ashley Bosché

- **Ordinance No. 2881** – 2nd reading - to authorize the operation of a cannabis dispensary at 733 South Salisbury Boulevard in the General Commercial District as required by Section 17.36.040 of the Salisbury Municipal Code

ORDINANCES – City Attorney Ashley Bosché

- **Ordinance No. 2891** – 2nd reading – authorizing the Mayor to enter into a contract with the Maryland State Arts Council for the purpose of accepting grant funds in the amount of \$41,002 and to approve a budget amendment to the Grant Fund to appropriate these funds for expenses associated with the Maryland Folk Festival
- **Ordinance No. 2892** – 1st reading – approving a budget amendment of the FY2025 General Fund Budget to appropriate funds to the Salisbury Fire Department’s Operating Budget
- **Ordinance No. 2893** – 1st reading – to add new fees to FY 2025 and thereafter unless and until subsequently revised or changed
- **Ordinance No. 2894** – 1st reading – approving a budget amendment of the FY2025 General Fund Budget and Parking Fund Budget and authorizing the Mayor to amend the authorized positions included in the FY25 General Fund Budget and Parking Fund Budget
- **Ordinance No. 2895** – 1st reading – amending Subchapter 10.04.040, entitled “Enforcement Officers”, of the Salisbury City Code to clarify which city personnel are authorized to act as enforcement officers
- **Ordinance No. 2896** – 1st reading – to approve a budget amendment of the FY25 General Fund Budget to appropriate funds received from the Blue Heron Agility Association of Delaware in the amount of \$4,000

PUBLIC COMMENTS

ADMINISTRATION UPDATES AND COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

Join Zoom Meeting

<https://us02web.zoom.us/j/88163253286?pwd=K3RtZUhmUHNUcDRPU2IHbnROQzZVUT09>

Meeting ID: 881 6325 3286

Passcode: 812389

Phone: 1.301.715.8592

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.



City of Salisbury

MEMORANDUM

TO: Mayor Randy Taylor

FROM: Jessie Turner

SUBJECT: Appointment to the TRUTH Committee

DATE: October 9, 2024

The following person has applied for appointment to the TRUTH Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Dr. Anitra Brockman	October 2028

Attached is the applicant's information and the resolution necessary for this appointment.

Attachments

1 **RESOLUTION NO. 3366**

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

5
6

<u>Name</u>	<u>Term Ending</u>
7 Dr. Anitra Brockman	8 October 2028

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 October 14, 2024.

13
14 ATTEST:

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18 _____
19 Julie A. English
20 CITY CLERK

21
22 _____
23 D'Shawn M. Doughty
24 PRESIDENT, City Council

25
26
27 APPROVED BY ME THIS

28 _____ day of _____, 2024

Randolph J. Taylor, Mayor



City of Salisbury

MEMORANDUM

TO: Mayor Randy Taylor

FROM: Jessie Turner

SUBJECT: Appointment to the Human Rights Advisory Committee

DATE: October 9, 2024

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

<u>Name</u>	<u>Term Ending</u>
Juan Carlos Zelaya	October 2026

Attached is the applicant's information and the resolution necessary for this appointment.

Attachments

1 **RESOLUTION NO. 3367**

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

6
7

<u>Name</u>	<u>Term Ending</u>
Juan Carlos Zelaya	October 2026

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20 Julie A. English
21 CITY CLERK

D'Shawn M. Doughty
PRESIDENT, City Council

22
23 APPROVED BY ME THIS

24
25 _____ day of _____, 2024

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29 _____
Randolph J. Taylor, Mayor



COUNCIL AGENDA – Department of Procurement

October 14, 2024

Award of Bid

- | | |
|--|-------------------------------|
| 1. ITB 25-105 Dump Truck w/Front Plow and Spreader | \$323,482.00 |
| 2. ITB A-25-103 Citywide Concrete Placement and Repair | \$283,840.00 |
| 3. ITB A-25-109 Automated Speed Enforcement System | \$251,928.00 (1 yr. est.) |
| 4. RFP A-25-105 Capital Lease Master Agreement | \$114,936.07 (7 yr. interest) |
| 5. ITB 24-120 Genie Boom Lift | \$106,946.00 |

Declaration of Surplus

1. Salisbury Fire Department – Extrication equipment and boat motor
2. Salisbury Police Department – 9 vehicles; handguns and ammunition
3. Department of Water Works – 2004 Modular Office Trailer



City of Salisbury

MEMORANDUM

TO: Mayor and City Council

FROM: Jennifer Miller, Director of Procurement

SUBJECT: Award of Bid and/or Declaration of Surplus

DATE: October 14, 2024

The Department of Procurement seeks Award of Bid approval from the Salisbury City Council for the solicitation(s) as defined herein. The City followed required bidding practices as defined by the Salisbury Charter and the Municipal Code of Ordinances, and publicly posted the solicitations for the competitively bid procurements on the City of Salisbury's Procurement Portal and the State of Maryland's website, eMaryland Marketplace Advantage.

ITB 25-105 Dump Truck with Front Plow and Spreader

- Department: Field Operations
- Specification(s): 2026 International HV507 SFA Conventional Cab Truck with dump body, front plow and salt spreader
- Cooperative contract & vendor information:
 - Sourcwell Contract 032824-NVS Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services
 - Vendor: International of Delmarva (Salisbury, MD)
 - Contract Maturity Date: July 9, 2028, plus three (3) additional one-year extensions
- Cost: \$323,482.00
- GL Account(s): 31150-577025 Streets - Vehicles
- Notes:
 - Purchasing authority per City of Salisbury Charter § SC 16-3 General Policy of Competitive Bidding, Exceptions, which states that competitive bidding is not necessary or appropriate in the following circumstances:
 - A.(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.
 - As a service cooperative, Sourcwell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21
 - The City of Salisbury is a Participating Agency, Account # 2425



City of Salisbury

ITB A-25-103 Citywide Concrete Placement and Repair

- Department: Citywide
- Scope of Work: All labor, materials, and equipment for the demolition, installation, and repair of various concrete work throughout the City (such as curbs, gutters, and sidewalks)
- Bid date: 07/14/2024
- Bid opening: 08/15/2024
- Total responsive and responsible bids received: 6
- Vendor(s) to be awarded (see attached bid tabulation):
 - INL Construction, LLC (Oxon Hill, MD)
- Cost: \$283,840 (base bid amount only; used to establish a master price agreement)
- GL Account(s):
 - 31000-534307 Curb/Gutter/Sidewalks
 - 31000-534318 Streets Maintenance
- Notes:
 - This award will be an “Indefinite Delivery, Indefinite Quantity” (IDIQ) contract. The services provided to the City will be of an on-call nature, with no minimum purchase implied or guaranteed. 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 up to two (2) one-year terms, contingent upon mutual agreement between the City and the vendor.”

ITB A-25-109 Automated Speed Enforcement System

- Department: Salisbury Police Department
- Scope of Work: Labor, materials, equipment, supervision, service, and incidental items necessary to install, test, and maintain an automated speed enforcement system.
- Cooperative contract & vendor information:
 - Contract 2024-049 Calvert County Government, Prince Frederick, Maryland
 - Vendor: Altumint, Inc (Lanham, MD)
 - Contract Date: June 28, 2024
 - Contract Term: One (1) year from the date indicated in the Calvert County Notice to Proceed, with the option of extending the Contract for four (4) additional one (1) year periods under the same terms and conditions.
- Cost: \$3,499 per unit (6 total units), per month lease fee plus registration lookup fees over 250 per unit, per month
- GL Account(s): 90500-502044 Speed Camera Administration
- Notes:
 - Purchasing authority per City of Salisbury Charter § SC 16-3 General Policy of Competitive Bidding, Exceptions, which states that competitive bidding is not necessary or appropriate in the following circumstances:
 - A.(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.
 - “Cooperative Purchases” are permitted in Calvert County Contract 2024-049



City of Salisbury

RFP A-25-105 Capital Lease Master Agreement

- Department: Finance
- Scope of Work: A master lease agreement that allows for financing acquisitions to be initiated at any time over term of the agreement.
- Bid date: 7/22/24
- Bid opening: 8/23/24
- Total responsive and responsible vendors: 1 (proposal rejected)
 - Bank Funding, LLC
- Vendor(s) to be awarded*:
 - Bank of America
- Lease amount: \$920,000
- GL Account(s):
 - 82076-558600 Wtr Lease Payments
 - 86083-558600 WWTP Lease Payments
 - 86085-558600 Swr Lease Payments
- Rate/Term: 3.3949%/7 years
- Interest paid: \$114,936.07
- Notes:
 - *Award shall be made under § SC16-3.B General policy of competitive bidding; exceptions, which states, "Contracts shall be let to the lowest evaluated and best bid in the case of purchases, or the highest and best bid in the case of sales, except that the city in every instance shall reserve the right to reject any or all bids, waive any irregularities and make the award in the best interests of the city."
 - Salisbury Municipal Code 2.32.050 Procedure for competitive bidding, F. Fixing of Terms, Conditions and Specifications of Bidding, states, "In every instance, the city shall reserve the right to reject any bids, waive any irregularities and make the award in the best interests of the City."



City of Salisbury

ITB 24-120 Genie Boom Lift

- Department: Water Works (Wastewater)
- Specification(s): Genie Z-25/25 Boom Lift
- Cooperative contract & vendor information:
 - Sourcewell Contract 062320-URI
 - Vendor: United Rentals (Stamford, CT)
 - Contract Maturity Date: August 27, 2024, plus one (1) additional one-year extension
- Cost: \$106,946.00
- GL Account(s):
 - 96124-513026-55524 Boom Lift Replacement \$106,000.00
 - 86083-534302 WWTP Equipment \$ 946.00
- Notes:
 - Purchasing authority per City of Salisbury Charter § SC 16-3 General Policy of Competitive Bidding, Exceptions, which states that competitive bidding is not necessary or appropriate in the following circumstances:
 - A.(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.
 - As a service cooperative, Sourcewell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21
 - The City of Salisbury is a Participating Agency, Account # 2425

Pursuant to § SC16-8 Sale or Other Disposition of Surplus, Obsolete or Unused Property of the Salisbury Charter, I am requesting approval of the City Council to declare the following items as surplus:

Salisbury Fire Department

Item(s): Extrication equipment and boat motor

Method of Disposal: Public auction; if not saleable, will be abandoned, destroyed, scrapped, or otherwise disposed of.

Salisbury Police Department

Item(s): 9 Vehicles; Handguns & ammunition

Method of Disposal:

- Vehicles: Public auction; if not saleable, will be abandoned, destroyed, scrapped, or otherwise disposed of.
- Handguns and ammunition: Manufacturer trade, public sale, or offered for sale to the carrying officer

Department of Water Works – Wastewater Treatment Plant

Item(s): 2004 Modular Office Trailer

Method of Disposal: Destroyed/scrapped



City of Salisbury

To: Jennifer Miller, Director of Procurement

From: Jake Pavolik; Assistant Director of Field Operations

Subject: Purchase of Dump Truck

Date: September 24, 2024

Field Operations is requesting to purchase a dump truck that was a budgeted replacement for FY25. This truck will be used for snow removal, hauling of material, and hauling of equipment and trailers. See below and attached for additional details.

- International Dump Truck Purchase
- Department: Field Operations
- Specifications: 2026 International HV507 Dump Truck with snow plow and salt spreader.
- Cooperative contract(s) & vendor information:
 - SOURCEWELL CONTRACT #032824-NVS
 - Vendor: International of Delmarva
- Cost: \$323,482
- GL Account(s): 31150-577025 Vehicles

Jake Pavolik
Assistant Director of Field Operations

Prepared For:

CITY OF SALISBURY
Jacob Pavolik
North Divison St and Route
SALISBURY, MD 21801(410)548
- 3177

Reference ID: N/A

Presented By:

INTL OF DELMARVA
Beth Brittingham
PO BOX 2135
SALISBURY MD 218022135
410-546-1122

Thank you for the opportunity to assist you with your new truck requirements. I look forward to working together to provide you the right truck to to exceed all expectations. Attached, you will find the specifications for your review. Please look these over closely and feel free to contact me with any questions or changes. I appreciate the opportunity to earn your business.

Sincerely,
Beth Brittingham
Sales Manager
INTERNATIONAL OF DELMARVA
EASTON TRUCK CENTER
(410) 310-9169

Model Profile
2026 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 35000. Calc. GVWR: 35000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 41.62% / 3.34% @ 55 MPH Calc. Geared Speed: 67.7 MPH
DIMENSION:	Wheelbase: 183.00, CA: 108.00, Axle to Frame: 73.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S23-190} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, R Wheel Ends Gear Ratio: 5.25
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100WK Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

Base Chassis, Model HV507 SFA with 183.00 Wheelbase, 108.00 CA, and 73.00 Axle to Frame.

TOW HOOK, REAR (2)

AXLE CONFIGURATION {Navistar} 4x2

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm)
Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)



QUOTE # 1900

SEPTEMBER 11, 2024

SOLD TO:
BAYLOR INTERNATIONAL
ATTN: BETH BRITTINGHAM
BBRITTINGHAM@TRANSTECK.COM

END USER:
CITY OF SALISBURY, MD

INTERNATIONAL SOURCEWELL CONTRACT #032824-NVS QUOTE

CHASSIS REQUIREMENTS: 2024 OR NEWER INTERNATIONAL HV507 WITH USABLE 108"CA BECAUSE OF TOOLBOX IN FRONT OF BODY, CLEAR FRAME RAILS, VERTICAL EXHAUST, ALLISON TRANSMISSION CAPABLE OF LIVE PTO, BUCKET SEATS, FACTORY TRACTOR PACKAGE, PLOW LIGHT PREP PACKAGE, STATIONARY GRILL AND FRONT FRAME EXTENSION. CHASSIS MUST BE DROP SHIPPED TO GODWIN FACTORY IN DUNN, NC

GALION GODWIN 403U

10' x 36 x 42 STAINLESS DUMP BODY
HOIST 820SF DA 10FT P22
OAK SIDE BOARDS, PAINTED BLACK
HYDRA TARP ASSEMBLY
HITCH PINTLE – 25 TON WITH D-RINGS, MOUNTED 30" FROM THE GROUND
FRONT BUMPER REINFORCED
FRONT MUD GUARD – STEEL
REAR MUD FLAPS – RUBBER
ALUMINUM TOOLBOX MOUNTED BEHIND THE CAB 24" DEEP
GLAD HANDS
LICENSE PLATE BRACKET GLOVE
4-PIN ELECTRIC PLUG
6-PIN ELECTRIC PLUG
7-PIN ELECTRIC PLUG
SEALED WIRING HARNESS
PLOW LIGHT KIT
S/T/T LED IN REAR CORNER POSTS
BACK UP LED IN PINTLE AREA
97db BACKUP ALARM
AMBER STROBES ON CORNERS OF THE CAB PROTECTOR
2-HEAD FLASHING LED ON REAR CORNER POSTS
PTO MUNCIE HOT SHIFT
MAUNAL HYD FOR SPREADER
SINGLE LEVER DUMP CONTROL – 5 LEVER CONSOLE
UNIVERSAL PLOW PUSH FRAME GN200 WITH AIR RIDE OPTION

PLOW MODEL 120M 10x36
RUBBER SNOW SHIELD SNOW SHIELD
CARBIDE BLADE ON PLOW
PLOW POWER REVERSE OPTION
PLOW WRAP AROUND CURB BUMPER
ADJUSTABLE MUSHROOM CASTERS
MOLD BOARD END MARKERS

SPREADER MODEL 3 10FT STAINLESS
HINGLE SCREEN
INVERTED V CONV BRIDGE
SPREADER TAILGATE LATCH
SET OF (4) 2" NYLON TIE DOWN
SPREADER TILT SPINNER
SPREADER LIGHT BAR

COST AS EQUIPPED: \$102,175.00

CURRENT LEAD-TIME FROM FACTORY IS 180 DAYS FROM CHASSIS ARRIVAL, ALLOW ENOUGH FLOOR PLAN

NO FEDERAL STATE OR LOCAL TAXES ARE INCLUDED

DUE TO VOLATILE CHANGES WITH STEEL PRICING, THIS QUOTE WILL NEED TO BE REVIEWED PRIOR TO ORDER AND IS ONLY VALID FOR **30 DAYS** FROM THE DATE OF THIS QUOTE

THANK YOU FOR THE OPPORTUNITY TO SUBMIT OUR QUOTE. PLEASE SIGN AND RETURN UPON APPROVAL.

JEREMY KOERING
SALES REPRESENTATIVE
732-761-4123
JEREMY@HADEHART.COM

CUSTOMER SIGNATURE: _____ DATE: _____

CUSTOMER PRINTED: _____

Description

AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

DRAIN VALVE {Berg} with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System AIR

DRYER {Bendix AD-9} with Heater

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqiIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiIn Spring Brake

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

SLACK ADJUSTERS, FRONT {Gunite} Automatic

SLACK ADJUSTERS, REAR {Gunite} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail

BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

STEERING COLUMN Tilting and Telescoping STEERING

WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2

AFTERTREATMENT COVER Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 10'

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

Description

: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
: STARTER SWITCH Electric, Key Operated
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever :
WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
: WIRING, CHASSIS Color Coded and Continuously Numbered

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA Shark Fin, Roof Mounted

RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications HORN,
ELECTRIC Disc Style

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

LOGOS EXTERIOR Model Badges

Description

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

BUG SCREEN Mounted Behind Grille

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WK"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

CUSTOMER IDENTITY for Sourcewell

PROMOTIONAL PACKAGE Government Silver Package

VEHICLE REGISTRATION IDENTITY ID for Non CARB Omnibus/Non ACT Adopting State or Exempt Vehicle << Contains non-mitigated legacy engine & must be registered outside the States of CA/MA/OR unless exempt. You may be held liable under CA/MA/OR law for failure to properly register/otherwise failing to follow CA/MA/OR law>>

Notes

: CANNOT BE REGISTERED IN CA, OR, MA. For vehicles that will be registered in States other than CA, OR, MA.

SAFETY TRIANGLES

FIRE EXTINGUISHER 5 lb Class A B C

FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE, DIESEL {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps :

RADIATOR HOSES Premium, Rubber

AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024

Description

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, with On/Off Switch

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, SINGLE {Dana Spicer S23-190} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.25

SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs

SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity

LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 8" Back of Cab

FUEL/WATER SEPARATOR {Davco 245} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Includes

: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

Description

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

CAB INTERIOR TRIM Classic, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

MONITOR, TIRE PRESSURE Omit

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Maxion 91541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

(4) TIRE, REAR 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 11R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position NEUTRAL

AT STOP Code 13WVW Omit Neutral at Stop would not add to quote via direct entry as instructed

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

SERVICES, TOWING {Navistar} Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident

SRV CONTRACT, EXT ALLISON XMSN {Allison} To 60-Month/Unlimited Miles/km, for Allison 3500 RDS with Dump Truck or Mixer Vocations (ST01, ST06, ST07)

SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)

Description

H A Dehart quote dated 10' SS9/11/24 Dump with Plow, V Box Spreader, BOC ToolBox

CONTRACT PRICING SOURCEWELL CONTRACT #032824-NVS

Financial Summary
2026 HV507 SFA (HV507)

(US DOLLAR)

<u>Description</u>	<u>Price</u>
Net Sales Price:	\$221,307.00

CONTRACT PRICING SOURCEWELL CONTRACT #032824-NVS

Please review these specifications closely and contact me with any questions or changes you would like to make. We are confident you will appreciate the quality and durability of the International product. Sincerely,
Beth Brittingham
Sales Manager
INTERNATIONAL OF DELMARVA
EASTON TRUCK CENTER

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

City of Salisbury

Bid Results for Project ITB A-25-103 Citywide Concrete Placement and Repair (A-25-103)

Issued on 07/14/2024

Bid Due on August 15, 2024 2:30 PM (EDT)

Vendor Name	City	State	Bid Amount	Format	Bid Submit Date
INL Construction, LLC.	Oxon Hill	MD	\$283,840.00	Electronic	08/14/2024 8:08:48 AM
Reliable Concrete Services LLC	Easton	MD	\$333,937.50	Electronic	08/12/2024 8:41:44 AM
AJT Homes LLC	Salisbury	MD	\$352,675.00	Electronic	08/13/2024 1:27:59 PM
Malone and Phillips, Inc.	Salisbury	MD	\$359,815.50	Electronic	08/06/2024 3:05:29 PM
Cornish Concrete Construction	Salisbury	MD	\$515,692.00	Electronic	08/14/2024 11:39:11 AM
HCE LLC	Frankford	DE	\$656,875.00	Electronic	08/13/2024 7:59:04 AM
Johnsons Concrete Construction INC	Salisbury	MD	\$766,856.85	Electronic	08/15/2024 11:06:20 AM

MEMORANDUM

TO: Jennifer Miller, NIGP-CPP, CPPO, CPPB

Director of Procurement

FROM: Chief David Meienschein #0165

SUBJECT: Renewal of Automated Speed Enforcement System Contract

ITB A-20-101

DATE: September 10, 2024

The City of Salisbury currently operates an Automated Speed Enforcement System under Contract Agreement ITB A-20-101. This current contract is between the City of Salisbury and Altumint, Inc. Additionally, under the Fourth Amendment of this Contract, the expiration date of the contract was extended to November 18th, 2024. The City of Salisbury desires to continue the Automated Speed Enforcement System past the current expiration date.

Calvert County, Maryland recently issued a Request for Proposals (RFP 2024-049) in reference to an Automated Speed Enforcement System. Based on the responses to this RFP, on June 28, 2024 Calvert County entered into a contract with Altumint, Inc. for the operation of an Automated Speed Enforcement System (Contract 2024-049). Contract 2024-049 incorporated the documents contained in RFP 2024-049 to from the contract. Therefore, the Police Department recommends that the City take advantage of the “Cooperative Purchases” section of Calvert County Contract 2024-049 in order to execute a contract between the City of Salisbury and Altumint, Inc., in order to ensure continuity of operation of the Automated Speed Enforcement System. Additionally, as a part of the Police Department’s recommendation, it is recommended that the Standard Form of Agreement incorporate the Agreement (with the City’s standard Agreement Articles), Calvert County RFP 2024-049, Calvert County Contract 2024-049, as well as highlighting the following requirements: 1) the term of the contract will be for (1) one year commencing after the execution of the contract with a renewal option for (4) four additional (1) one year terms, 2) Scope of Work Section A (1) – the Contractor (Vendor) shall, in a reasonable time frame to be agreed upon by both parties, replace the current Rekor Automated Speed Enforcement equipment and web-based processing system by furnishing and installing Altumint Automated Speed Enforcement equipment and web-based processing system that is required for a complete turnkey Automated Speed Enforcement system, 3) Scope of Work Section A (25) – the Vendor agrees that the Automated Speed Enforcement system shall remain “Cost Neutral” to the City of Salisbury, and 4) the vendor shall provide detailed monthly reports as to the operation and performance of the system.

Respectfully,

Chief David Meienschein #0165



AGREEMENT

This Agreement made this **28th** day of **June** in the year **2024**, by and between

**Altumint, Inc.
4600 Forbes Boulevard
Suite 203
Lanham, Maryland 20706**

hereinafter called the Contractor, and the Board of County Commissioners of Calvert County, Maryland.

WHEREAS, the contract for **2024-049**
Automated Speed Enforcement System

at the pricing as submitted on page 4 subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

- NOTICE TO CONTRACTORS
- PRICE PROPOSAL
- GENERAL TERMS AND CONDITIONS
- SPECIFICATIONS
- NON-COLLUSION CERTIFICATE
- ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
- QUESTIONS AND ANSWERS/CLARIFICATION NO. 1
- QUESTIONS AND ANSWERS/CLARIFICATION NO. 2
- ADDENDUM NO. 1
- CONTRACTOR'S TECHNICAL PROPOSAL
- AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Board of County Commissioners of Calvert County, Maryland at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Board of County Commissioners of Calvert County, Maryland evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Board of County Commissioners of Calvert County, Maryland that he shall well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County, Maryland does hereby covenant and agree with the Contractor that it shall pay to the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it shall well and faithfully comply

with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said **Altumint, Inc.** and the Board of County Commissioners of Calvert County, Maryland has caused these presents to be signed by their respective responsible officers.

CONTRACTOR NAME **Altumint, Inc.**

AUTHORIZED CONTRACT REPRESENTATIVE *Harry Cooper* SIGNATURE *CEO.* TITLE

WITNESS *[Signature]*

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY *Julian M. Willis* (SEAL)

WITNESS *[Signature]*

APPROVED FOR LEGAL SUFFICIENCY ON 7/22/2024

BY: *Pamela R. Lucas*, Deputy

CALVERT COUNTY GOVERNMENT ATTORNEY
Authorized by Res. 29-23

GENERAL TERMS AND CONDITIONS

DEFINITIONS. Wherever the words defined in this section or pronouns used in their stead, occur in the specifications, proposal, contract, or bond, they shall have the meanings herein given and as defined:

BIDDER/OFFEROR/CONTRACTOR shall mean firms responding to this RFP with a bid.

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND shall mean the governing board of elected officials of Calvert County, Maryland noted hereinafter as Calvert County Government (or the officially authorized official).

CALVERT COUNTY or COUNTY shall mean Calvert County, Maryland.

CONTRACT DOCUMENTS shall mean those written documents that define the roles, and responsibilities, and work under the Contract, and are legally binding on the parties (Calvert County Government and the Contractor). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

CONTRACTING OFFICER shall mean the Procurement Office Division Chief or their designated representative entrusted by Calvert County Government with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Sheriff, Calvert County Sheriff's Office, shall mean the principal or their duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGER shall mean that person or persons whom the Director has designated to supervise performance of this Contract on behalf of the Board within the scope of duties entrusted under such delegation of authority.

Whenever the Contract Documents or upon any drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Manager is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Manager, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGER. Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Project Manager with a Request for Information. The Project Manager shall respond to the Contractor in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision will be provided.

Work done by the Contractor after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Manager shall be done at the Contractor's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence, and Notice to Contractors, lowest precedence):

- Change Orders
- Addenda
- Federal, State, and/or County Requirements
- General Conditions of Bid and Contract
- Specifications
- Proposal
- Contract
- Notice to Contractors

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

PROPOSAL FORMS AND AFFIDAVITS

All proposals shall be submitted on forms provided in this RFP, properly signed in ink by a principal duly authorized to make contracts and submitted in sealed envelope as required under Notice to Contractors.

All required forms shall be submitted with technical proposals except for the price proposal which shall be in a separate sealed envelope. Failure to comply shall be cause for rejection of proposals.

ALTERNATE PROPOSALS

Alternate proposals shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE PROPOSAL. The alternate proposal shall only be considered if the Contractor's primary proposal is the most responsive responsible proposal.

BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the RFP, the name of a certain brand, make or manufacturer does not restrict Contractors to the specific brand, make, or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which Calvert County Government in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom shall be permitted and the Contractor shall be required to furnish articles in conformity with that specification.

NEW GOODS, FRESH STOCK

All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design, or pack.

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Contractor, in writing, and submitted with the formal technical proposal. Calvert County Government reserves the right to accept or reject any exception.

PROHIBITION AGAINST UNIFORM PRICING

Calvert County Government shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal, each Contractor shall, by virtue of submitting a proposal, guarantee that the Contractor has not been a party with other Contractors to an agreement to propose a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such Contractors. Any disclosure to or acquisition by a competitive Contractor, in advance of the receipt of the proposals, of the terms or conditions of the proposal submitted by another competitor shall render the entire proceedings void and shall require re-advertising the RFP.

AWARD OR REJECTION OF BIDS

Calvert County Government shall award the Contract to the most responsible bidder(s), subject to its right to reject any or all bids, Calvert County Government reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of Calvert County Government. Calvert County Government reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of Calvert County Government to do so. Calvert County Government also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Contractor who investigation shows is not in position to perform the Contract.

In determining the "most responsible bidder(s)", in addition to considering price, Calvert County Government shall consider:

1. The ability, capacity, and skill of the bidder(s) to perform the Contract or provide the services required;
2. Whether the bidder(s) can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder(s);
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
6. Whether the bidder(s) is in arrears to Calvert County Government on any debt or Contract, is in default on any surety to Calvert County Government, or is delinquent as to any taxes or assessments; and
7. Any other information that may have a bearing on the decision to award the Contract.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of Calvert County Government. The Contractor shall indemnify, keep, and save harmless Calvert County Government, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against Calvert County

Government in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against Calvert County Government in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Calvert County Government as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental) except where religion, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Contractor shall, in good faith, cooperate with Calvert County Government in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

INSURANCE

The Contractor shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Insurance companies providing insurance shall be acceptable to Calvert County Government. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage.

1. Certificate Holder, Additional Insured, and Contract Information
 - a. The Board of County Commissioners of Calvert County, Maryland shall be named as certificate holder and as an additional insured for the duration of the Contract as follows:

Board of County Commissioners of Calvert County, Maryland
Attention: Procurement Office
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678

- b. The certificate shall also indicate the contract name and number.
- c. Additional insured shall be as pertains to general liability and automobile liability and shall be stated under Description on the certificate as: Board of County Commissioners of Calvert County, Maryland shall be named as additional insured as pertains to general liability and automobile liability.
- d. The "ADDL INSD" box shall be checked for general liability and automobile liability.

2. Commercial General Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000.00 aggregate.

3. Workers Compensation

During the life of this Contract, the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor shall submit the Workers' Compensation Commission Sole Proprietor's Status indicating "I have not elected to become a covered employee" and provide proof of General Liability coverage.

4. Automobile Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include vehicles to be used in conjunction with this Contract on behalf of the Contractor.

If during the life of this Contract the Contractor owns commercial vehicles or obtains commercial vehicles, the Contractor shall procure and maintain Automobile Liability Insurance, to include No-Fault coverage, with limits not less than \$1,000,000.00 per accident combined Bodily Injury and Property Damage. Coverage shall include "Any Auto" as indicated on the required Certificate of Insurance.

If during the life of this Contract the Contractor does not own commercial vehicles, the Contractor shall procure and maintain vehicle coverage in accordance with the statutes of the State of Maryland. Coverage shall include "Non-Owned" and "Hired" as indicated on the required Certificate of Insurance.

5. Professional Liability

During the life of this Contract, the Consultant shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000.00) dollars, with a

minimum coverage of one million (\$1,000,000.00) dollars per occurrence and one million (\$1,000,000.00) dollars aggregate.

6. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to Calvert County Government. Insurance companies providing insurance shall be acceptable to Calvert County Government. The Contractor agrees to provide Calvert County Government a Certificate of Insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor agrees to notify Calvert County Government within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Contractor's responsibility to make immediate notification to Calvert County Government if any changes are made to the policy.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, company, or corporation without the previous written consent of Calvert County Government.

If the Contractor desires to assign their right to payment of the Contract, the Contractor shall immediately notify Calvert County Government, in writing, of such assignment of right to payment. In no case shall such assignment of the Contract relieve the Contractor from their obligations or change the terms of the Contract.

SUBCONTRACTING

No subcontracting shall be permitted. Subcontracting under this Contract shall be cause for termination of contract.

TERMINATION OF CONTRACT

Calvert County Government may terminate a Contract, in whole or in part, whenever Calvert County Government determines that such termination is in the best interest of Calvert County Government, without showing cause, upon giving written notice to the Contractor. Calvert County Government shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price proposed for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Contractor has not performed or has unsatisfactorily performed the Contract, Calvert County Government may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of Calvert County Government. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Contractor shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by Calvert County Government in completing the Contractor's obligations under the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by Calvert County Government. In the event Calvert County Government does not appropriate funds for the continuation of this Contract, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

Calvert County Government reserves the right to immediately terminate a Contract in the event funds are no longer available or have been exhausted. If Calvert County Government shall terminate a contract, Calvert County Government shall attempt to give written notice at least thirty (30) calendar days in advance of the effective date. The Contractor shall be paid for all labor and material provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

SERVICE DELIVERY FAILURES

Failures of a Contractor to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by Calvert County Government shall constitute authority for Calvert County Government to procure the services required under this Contract in the open market. On all such purchases, the Contractor shall reimburse Calvert County Government, within a reasonable time as specified by Calvert County Government, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

DELIVERY AND POINT OF DESTINATION (SECTION DELETED)

NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in Calvert County Government's opinion, is unforeseeable and beyond the control of the Contractor. Under such circumstances, however, the Procurement Office may at their discretion, cancel the Contract.

BREACH OF CONTRACT

1. In the event the Contractor shall fail to comply with any of the terms or conditions of the Contract Documents, the Project Manager shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contractor to remedy the same within said period, the Project Manager shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor or their surety.
2. In addition to those instances specifically referred to in other sections herein contained, Calvert County Government shall have the right at its option to terminate the Contract under any one or more of the following:
 - A. If the Contractor becomes insolvent.
 - B. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from Calvert County Government.

- C. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
- D. In the event the Contractor fails to commence work in accordance with the specifications of this RFP.
- E. In the event the Contractor shall abandon the work or any portion of the work to be performed under this contract before completion.
- F. If the Contractor shall fail to fully, properly, and in a good and workman-like manner perform any or all of the conditions, covenants, terms, or conditions contained within the Contract Documents.
- G. If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.
- H. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business.
- I. If Calvert County Government shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of Calvert County Government, and all such materials shall be surrendered to Calvert County Government upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Contractor's obligations under the resulting Contract without the prior written consent of Calvert County Government. Documents and materials developed by the Contractor under the resulting contract shall be the property of Calvert County Government; however, the Contractor may retain file copies, which cannot be used without prior written consent of Calvert County Government. Calvert County Government agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the Project specified, when the Contractor is not the company of record.

PAYMENT(S)

Payment(s) shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of properly completed invoice. Calvert County Government reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

INCURRING COSTS

Calvert County Government shall not be liable for any costs incurred by the Contractor prior to the issuance of the Contract.

COMPLETENESS

All information required by this RFP shall be supplied to constitute a proper proposal. Calvert County Government shall not be responsible for the premature opening of proposals if not properly addressed or identified.

NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities or services.
2. All purchase and payment transactions shall be made directly between the Contractor and the requesting entity. Calvert County Government assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed.

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, Calvert County Government and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of Calvert County Government and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

Calvert County Government's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by Calvert County Government for the performance of this Contract. Calvert County Government's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of Calvert County Government to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of Calvert County Government in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understanding, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland.

PUBLICITY

Except without the prior written approval of the Board, the Contractor shall not release for publication any report, specification, cost estimate, or other material of any nature for which services are performed under the terms of this Contract.

REVISED – ADDENDUM NO. 1

**RFP 2024-049
 AUTOMATED SPEED ENFORCEMENT SYSTEM
 PRICE PROPOSAL**

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material, supervision, and equipment necessary to provide AUTOMATED SPEED ENFORCEMENT SYSTEM, as specified in this RFP, to the Board of County Commissioners of Calvert County in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following bid price:

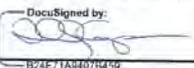
OPTION #1 - WITH LEASE FEES					
BASE BID					
ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	QUANTITY	TOTAL BID
1	Automated System Lease Fee	per Month/ per Unit	\$ 3,499	12	\$ 41,988

ADDITIONAL FEES CHARGED TO THE COUNTY ASSOCIATED WITH PROCESSING CITATIONS, IF ANY (IF NO ADDITIONAL FEES, ENTER NONE.)			
ITEM #	DESCRIPTION (Provide a complete description)	UNIT OF MEASURE	UNIT PRICE
1	Lookup fee (beyond 250 lookups pooled/camera/ month or 3,000 lookups for 12 cameras)	Per registration lookup	\$ 12
2			\$

ADDITIONAL FEES CHARGED TO THE CITIZEN ASSOCIATED WITH PROCESSING CITATIONS, IF ANY (IF NO ADDITIONAL FEES, ENTER NONE.)			
ITEM #	DESCRIPTION (Provide a complete description)	UNIT OF MEASURE	UNIT PRICE
1	Convenience fee for online or customer service payment	Per transaction	\$ 4.95
2			\$

Verify math calculations. In the event of errors in computation, unit price shall be the determining factor for the total.

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE:  DATE: 5/2/2024



City of Salisbury

To: Jennifer Miller, Director of Procurement
From: Sandra Green, Director of Finance
Subject: RFP A-25-105 Capital Lease Agreement
Date: September 25, 2024

Under RFP A-25-105, the Procurement Department requested proposals for lease funding in the amount of \$920,000 for FY25 for a Vacall Sewer Truck, Dump Truck, and Ford F350 Utility Body Dully for a 7-year term.

One vendor, Bank Funding LLC responded to the RFP. The categories of focus included:

- Experience, references, and financial stability of the proposer
- Added value included in the proposal
- Overall cost benefit to the City

At this time, Finance is recommending that the proposed offer from Bank Funding LLC be rejected due to the high interest rate of 4.82%.

The FY25 budget estimated the interest rate to be approximately 4%, therefore this would amount in higher payments than were originally budgeted.

Finance was able to obtain additional bank quotes as follows:

- JP Morgan – 4.55-4.70%
- Bank of Ocean City – 5.00%
- Banc of America Public Capital Corp – 3.3949%

Finance is recommending that the award be given to Banc of America Public Capital Corp. Finance has an established relationship with the Bank of America and Banc of America Public Capital Corp has financed equipment in the past for the City.

Over the course of the 7-year lease term, \$920,000 at the rate of 3.3949% proposed by Banc of America Public Capital Corp., interest paid will be approximately \$114,936.07. The rate of 4.82% proposed by Bank Funding LLC would result in approximately \$165,744.17 of interest paid over the 7-year lease term. The net result to the City would be over a \$50K savings in interest paid over the 7-year lease term.



City of Salisbury

To: Jennifer Miller, Director of Procurement
 From: ~~Jon Wilson, Transportation Manager~~ Nick Voitiuc, Director, Department of Infrastructure & Development
 Date: September 3, 2024
 Subject: Award of Bid for Contract # ITB A-25-103, Citywide Concrete Repair

The Department of Infrastructure and Development worked with the Department of Procurement to bid the Citywide Concrete Repair contract. Bids for Contract No. ITB A-25-103 were opened on Sunday, July 14, 2024. Bids were received from seven (7) concrete contractors. Bidders provided unit pricing to construct concrete facilities including curb, gutter and sidewalk at various locations within the city limits of Salisbury, Maryland. The bid quantities for this contract were for reference only to establish rates for the term of the contract (one year, renewable up to two times); therefore, no actual funds will be awarded at this time. Purchase orders will be processed, as needed, per assignment to the contractor. The six (6) responsive and responsible bidders and base bids (for comparison purposes) are as follows:

VENDOR	BASE BID
INL Construction, LLC.	\$283,840.00
AJT Homes LLC	\$352,675.00
Malone Phillips, Inc	\$359,815.50
Cornish Concrete Construction	\$515,692.00
HCE LLC	\$656,875.00
Johnsons Concrete Construction INC	\$766,856.85

This contract was designed to allow award to single vendor. The lowest bidder INL Construction, LLC is recommended for award as they have successfully completed work for the City in the recent past. Department of infrastructure & Development, upon review and evaluation of the responsive and responsible bids submitted, recommends a contract be awarded to INL Construction, LLC.

Funding is provided from multiple accounts, 31000-534307 Curb/ Gutter and 31000-534318 Street Maintenance.

As this contract is intended to lock rates in for the specified time frame, no award of funds shall be made at this time: as work becomes available individual purchase orders will be issued to the contractor.

Nick Voitiuc
 Director, Department of Infrastructure & Development



MEMORANDUM

TO: Jennifer Miller, Director of Procurement

FROM: Connie Luffman, Superintendent - Wastewater Treatment Plant

SUBJECT: WWTP Genie Boom Lift

DATE: September 26, 2024

Salisbury WWTP recently requested a quote for a Genie articulation boom lift 40-50 Z45XC W/JIB-4WD, DEUTZ 48HP engine and foam filled rough terrain tires from United Rentals. A price of \$106,946.00 was provided per Sourcwell Contract Award #062320-URI. The Wastewater Treatment Plant requests that this purchase be awarded to United Rentals. Funding is available from:

<u>Account Number</u>	<u>Amount</u>
96124-513026-55524	\$106,000.00
86083-534302	\$946.00

Please let me know if you need any additional information or have any questions. Thank you.

CL
9/26/24



Articulating Z™-Booms Z™-45 XC™ Series

**** Tier 4f ** Effective January 1st, 2024**

#020923-TER



Standard Features

Model

Sourcewell Price

Chassis

- 2 speed wheel motors
- Active oscillating axles - 4WD
- Foam-filled rough terrain tires (water based)
- Positive traction drive

Z-45 XC with jib - 4WD	\$101,921
Z-45 HF with jib - 4WD (High Floatation tires)²	\$105,164
Transport/Destination (each) Z45 with jib	\$5,025
Transport/Destination (each) Alaska and Hawaii Z45 with jib	\$8,595

*****Please request a quote for freight to Canadian provinces: NL, NS, NT, PE, and YT*****

Engine

- 48 hp Deutz D2.9L4, diesel, Tier 4f water-cooled
- Anti-restart engine protection
- Auto engine fault shutdown
- In cylinder glow plug (diesel only)

Chassis Options

Tow package	\$3,246
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Tires Options

Rough terrain, foam-filled tires (petroleum based)	\$1,484
Rough terrain, foam-filled, non-marking tires (water based)	\$2,597
Rough terrain, foam-filled, non-marking tires (petroleum based)	\$4,077

Turntable/Lift

- 660 lb. / 1,000 lb. dual load capacity with automatic envelope control
- 12V DC auxiliary power unit
- 17 gallon diesel fuel tank
- 355° non-continuous rotation
- Descent and Tilt Alarm
- Dual parallelogram lift linkage
- Zero tail swing
- Hour meter
- Diesel engine gauge display
- Hydraulic oil cooler
- Alarm package: flashing beacon and travel alarm

Engine Options

48 hp Perkins Tier 4f 404F-E22T turbo diesel, water-cooled	No Charge
60 hp Ford MSG425 gas/LPG Dual Fuel	No Charge
Cold weather kit: cold weather synthetic engine oil, oil pan heater, battery heater and hydraulic tank heater	\$1,172
Ford engine gauge package: oil pressure, temperature and voltage	\$527
Positive air shutdown system: Deutz engine only	\$3,454

Lift/Turntable Options

Specialty hydraulic oil: choice of cold weather, fire resistant, or biodegradable (28 gal)	\$1,684
LPG tank, 33.5 lb. capacity: Ford engine only	\$397
Hostile environment kit: cylinder bellows, boom wiper seals, lockable platform control box covers and air pre-cleaner	\$2,671

Platform

- 6 ft. dual entry platform with side swing gate
- Platform load sense system
- AC power cord to platform
- Drive enable system
- Dual axis joystick
- Proportional controls¹
- Horn
- Self-leveling platform
- Lift Tools™ Work Tray
- Lift Guard™ Contact Alarm

**** Tier 4f ** engines available in US only**

¹ Excluding platform rotate, platform level and jib up/down functions
² High flotation option has a 600lb unrestricted capacity and air filled flotation tires

Continued on next page...

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Articulating Z™-Booms Z™-45 XC™ Series

**** Tier 4f **** Effective January 1st, 2021

<u>Model</u>	<u>Sourcewell Price</u>
Z-45 XC Series continued	
Platform Options	
Lift Power™ 3 kW AC Generator, 110V/60Hz or 220V/50Hz	\$3,888
Lift Power™ 12 kW AC Generator, Welder Ready, 220V/60Hz	\$6,971
Air line to platform: 3/4 in. inner diameter	\$664
Aircraft protection kit: platform foam padding and padded disable system with swing gate ³	\$6,786
Light package: 2 chassis mounted drive lights, 2 platform mounted work lights	\$1,061
Platform control box cover (lockable platform tab)	\$263
Panel cradle package ⁴	\$701
Platform auxiliary top rail	\$772
Thumb rocker steering	No Charge
Lift Guard™ Half Mesh panels, 6ft platform	\$1,005
Lift Guard™ Full Mesh panels, 6ft platform	\$1,974
Fall Arrest Bar: 6ft platform ⁴	\$2,779

³ Not available with any other platform options,
except Fall Arrest Bar. Derates load capacity to 600/940 lbs.

⁴ Panel cradle package and Fall Arrest Bar are not compatible

This Price List supersedes all previously published Price Lists. Product specifications and prices are subject to change without notice or obligation. All prices are in U.S. dollars and do not include freight or taxes. All sales are subject to Terex USA, LLC terms and conditions of sale. Products and services listed may be trademarks, service marks, or trade names of Terex Corporation, Terex South Dakota, Inc., and/or their subsidiaries in the USA and other countries. All rights reserved. Terex is a registered trademark of Terex Corporation in the USA and many other countries. Genie is a registered trademark of Terex South Dakota, Inc. in the USA and many other countries. ©2012 Terex Corporation. Updated: 7_1_19 Rev 2

www.genielift.com

Contact us at: 1-800-536-1810



Memo

To: Jennifer Miller, Director of Procurement
From: Rob Frampton, Fire Chief 
Date: 8/22/2024
Subject: Equipment Surplus

The Fire Department is requesting the surplus of the items listed below. These items have reached the end of their service life for emergency use by the SFD. The Fire Department is requesting that these items be placed on the GovDeals auction website.

- (2) 2006 Hurst/Honda Mini-Mate Single Line Pumps with Combi-Tool, and hose.
- 2006 Mercury 90 Horsepower Outboard Boat Motor

DATE: August 21, 2024

TO: David Meienschein #0165
Chief of Police

FROM: Kenneth D. Wilson #2784
Admin Assistant assigned to the Quartermaster's Office

SUBJECT: Surplus Vehicles- 1K9, 4, 37, 39, 1363, 1366, 1483K9, 1902

The below listed Salisbury Police Department vehicles have been identified as meeting the minimum requirements criteria used to determine if a vehicle should be removed from the fleet and be scheduled for surplus.

1. Age of vehicle
2. Mileage of vehicle
3. Condition of interior and or exterior of vehicle
4. Recent repair shop costs other than routine maintenance
5. Quoted needed repairs that are higher than the value of the vehicle making the vehicle no longer mechanically sound and unable to put back into service.

Vehicle #1K9, is a 2011 Ford Crown Victoria with 150,085 miles. The vehicle needs entire rear end and housing, rear differential, rear brake and rotors, rear parking shoes, both rear axle shaft seals, front sway bar end links, right front outer tie rod and an alignment. The estimated total cost of repair is \$4,795.00. It has been has determined that the cost to make the repairs would exceed the value of the vehicle.



Vehicle #4 is a 2002 Ford Crown Victoria with 164,340 miles. The vehicle has a significant oil leak, and it has been cannibalized by officers to fix needed repairs on other Crown Victoria's. It has been decided based off the age, condition and missing parts that repairs would exceed the value of the vehicle.

Vehicle# 37 is a 2005 Ford Crown Victoria with 209,771 miles. The vehicle was used as a spare car at the Police Department. The vehicle had to be towed back to the police department when the transmission stopped shifting. City yard mechanics inspected the vehicle and observed a significant oil and transmission leak. They made the recommendation to surplus the vehicle.

Vehicle# 39 is a 2006 Ford Crown Victoria with 181,867. This vehicle has been in the Police Department fleet for 18 years. The vehicle needs a new A/C compressor at a cost of \$1,417.90 and several other upcoming repairs. It has been determined that the repair costs exceed the value of the vehicle.

Vehicle# 1363 is a 2013 Chevy Caprice with 143,039 miles. The vehicle received \$11,121.17 in total maintenance between May 2022 and April 2024. The vehicle currently needs a new radiator, tie rods, control arms, housing, gasket kit and coolant with a repair estimate of \$2,954.78. It was determined that the funds would not be spent to repair this vehicle. After unit 1363 is approved for surplus, the vehicle will be given to Parkside High School CTE program.

Vehicle# 1366 is a 2013 Chevy Caprice with 166,922 miles. The vehicle received \$12,097.30 in total maintenance between January 2022 and April 2024. The vehicle currently needs front strut mounts, front sway bar links, front radius arms, both front hub bearings, ABS sensors, front brake and rotors with a repair estimate of \$3,750.00. It was determined that the funds would not be spent to repair this vehicle.

Vehicle# 1483K9 is a 2014 Chevy Caprice with 79,165 miles. On June 28, 2024, the vehicle was involved in an at fault collision causing steering wheel air bag deployment, front knee air bag deployment, front bumper, grill, hood and radiator damage. LGIT inspected the vehicle and declared the vehicle to be a total loss. After unit 1483K9 is approved for surplus and we send the title to the insurance company, the City of Salisbury will receive a payout check in the amount of \$9,100.





City of
Salisbury
Salisbury Police Department

Unit# 1469 is a 2014 Dodge Caravan with 202,111 miles. The vehicle currently needs transmission lines, rear pad and rotors, rockers and lifters, Schrader valve high side and low side, left temp blend door actuator and several other repairs. The estimate to fix the repairs is \$6,923.88. It was determined that the funds would not be spent to repair this vehicle.

Vehicle# 1902 is a 2019 Ford Fusion with 45,785 miles. The vehicle was parked unoccupied at a hotel in Norfolk, VA when it was struck by a drunk driver causing substantial damage. The vehicle was towed back to the Salisbury police department and was determined a total loss by our insurance company. The City of Salisbury will receive a payout check in the amount of \$16,250.00 after the surplus procedure is complete.

With the chief's approval, and the condition of the above listed vehicles, I request that these vehicles be considered by the City Council for surplus.

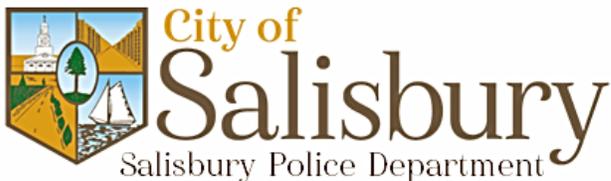
Respectfully submitted,

Kenneth D. Wilson
Admin Assistant
Quartermaster's Office

Approved:

David Meinschein
Chief of Police





DATE: 19 July 2024

TO: Jennifer Miller, NIGP-CPP, CPPO, CPPB
Director Department of Procurement

FROM: Colonel H. Drewer
Assistant Chief of Police

REF: Surplus Items.

With Chief Meienschein's approval, the Salisbury Police Department is requesting the firearms listed below be declared as surplus for the purpose of being either:

1. Traded in to the manufacturer or a federally licensed firearm distributor as credit towards the purchase of new weapons.
2. Being sold to the sworn officer that has been carrying the firearm.
3. Being destroyed as it is not a serviceable firearm.

The firearms are described as Glock Model 21 - .45 caliber handguns (106 total). I am requesting that you surplus the 106 items listed below having a value between \$300 and \$450 each at the time of purchase.

Make	Model / Caliber	Serial Number	Status
Glock	Model 21 Gen 4 - .45 Cal	WG611	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BDNB940	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BDNB941	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BDNB942	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA600	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA601	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA602	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA603	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA604	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA605	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA606	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA607	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA608	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA609	Trade or Purchase



699 W. Salisbury Parkway
Salisbury, MD 21801
410-548-3165
www.salisburypd.com



Make	Model / Caliber	Serial Number	Status
Glock	Model 21 Gen 4 - .45 Cal	BFRA610	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA611	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA612	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA613	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA614	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA615	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA616	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA617	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA618	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA619	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA620	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA621	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA622	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA623	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA624	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA625	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA626	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA627	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA628	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA629	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA630	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA631	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA632	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA633	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA635	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA636	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA637	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA638	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA639	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA640	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA641	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA642	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA644	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA646	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA647	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA648	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA649	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA650	Trade or Purchase



Make	Model / Caliber	Serial Number	Status
Glock	Model 21 Gen 4 - .45 Cal	BFRA651	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA652	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA654	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA655	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA656	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA658	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA659	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA660	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA661	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA662	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA663	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA665	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA666	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA667	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA668	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA669	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA670	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA671	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA672	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA673	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA674	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA675	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA676	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA677	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA678	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA679	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA680	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA681	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA682	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA683	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA684	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA685	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA686	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA687	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA688	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA689	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA691	Trade or Purchase



Make	Model / Caliber	Serial Number	Status
Glock	Model 21 Gen 4 - .45 Cal	BFRA692	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA695	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA696	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA697	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA698	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	BFRA699	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	AEGN001	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	AEGN002	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	AEGN003	Trade or Purchase
Glock	Model 21 Gen 4 - .45 Cal	AEGN002	Trade or Purchase
Glock	Model 21S - .45 Cal	NTE333	Trade or Purchase
Glock	Model 21S - .45 Cal	BDND992	Trade or Purchase
Glock	Model 21S - .45 Cal	BDND993	Trade or Purchase
Glock	Model 21S - .45 Cal	BDND994	Trade or Purchase
Glock	Model 21S - .45 Cal	BDND996	Trade or Purchase
Glock	Model 21S - .45 Cal	BDND997	Trade or Purchase
Glock	Model 21S - .45 Cal	BDND998	Trade or Purchase

In addition to the surplus of weapons, Chief Meienschein has authorized the surplus of 150 cases of .45 ACP ammunition which has been stored in the Salisbury Police Department Quartermaster Office and is not compatible with the current firearm that officers are utilizing. 127 cases (1000 rounds each) of the ammunition consist of 230 grain full metal jacket (FMJ) cartridges with a purchase price of \$369.84 per case and 23 cases (1000 rounds each) of the ammunition consisting of 230 grain jacketed hollow point (Hydra-Shock) cartridges with a purchase price of \$499.79 per case. I am requesting that the 150 cases of ammunition be declared surplus following which it may be offered for sale to each police officer along with their firearm or traded to an authorized vendor as credit toward the purchase of ammunition compatible with firearms currently being used by officers.

Colonel Howard Drewer

Assistant Chief of Police
Salisbury Police Department
699 W. Salisbury Pkwy
Salisbury, MD 21801
Office: (443)669-7234





MEMORANDUM

TO: Jennifer Miller – Director of Procurement

FROM: Connie Luffman – WWTP Superintendent

SUBJECT: Surplus of WWTP modular office trailer

DATE: September 17, 2024

The WWTP currently has a 2004 modular office trailer, ID # TLB2584, which is used to house the three employees of the pretreatment section, their files and some of their sampling equipment that needs to be temperature controlled. This trailer has experienced structural issues over the years, which we have addressed as best as possible but have never been full resolved and have left the trailer in bad condition. The root issue is that the roof was patched several times until finally a metal roof was installed. The roof is no longer leaking but the water damage in the walls and floor has led to the premature failure of other systems. The floor is showing signs of weakness in many spots, several of the worst sections have been replaced but as a whole, the floor is in bad shape. The windows leak and need to be replaced. The exterior doors have been replaced but due to the poor condition of the walls, they do not sit / close properly. There have also been problems with the electrical in the walls where water has come into contact with the wiring.

Field Ops currently has as a newer office trailer that is double the size of our trailer that they no longer need and are willing to give to the WWTP. The WWTP would just need to pay for relocation of the trailer and disposal of the old one. We are requesting that our existing trailer be disposed of because we do not believe it could be successfully moved. At a minimum, the metal roof would have to be removed before it could be transported down a roadway.

CL
9/17/24

1 **ORDINANCE NO. 2881**

2 **ORDINANCE PERMIT**

3 **AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE**
4 **OPERATION OF A CANNABIS DISPENSARY AT 733 SOUTH SALISBURY**
5 **BOULEVARD IN THE GENERAL COMMERCIAL DISTRICT AS REQUIRED**
6 **BY SECTION 17.36.040 OF THE SALISBURY MUNICIPAL CODE.**

7
8 **WHEREAS**, Elevated Mind & Wellness, LLC has submitted a request in accordance with the
9 provisions of Section 17.36.040 of Title 17, Zoning, of the Salisbury Municipal Code to operate a cannabis
10 dispensary in an existing commercial retail building located at 733 South Salisbury Boulevard in the
11 General Commercial Zoning District; and

12
13 **WHEREAS**, the Mayor and City Council may grant an Ordinance Permit for certain uses as
14 specifically listed in Title 17, Zoning, of the Salisbury Municipal Code, particularly Section 17.36.040 and
15 City Council, Section 17.12.080D; and

16
17 **WHEREAS**, the Salisbury Planning Commission reviewed the request for an Ordinance Permit at
18 its June 20, 2024 meeting and gave a favorable recommendation to the Mayor and City Council on the
19 request to establish the cannabis dispensary as authorized by State of Maryland regulations; and

20
21 **WHEREAS**, the City Council has determined that, based upon a review of all materials presented,
22 the request should be granted pursuant to Section 17.36.040 of Title 17, Zoning, of the Salisbury Municipal
23 Code.

24
25 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY**
26 **OF SALISBURY, MARYLAND,**

27 **Section 1.** That an Ordinance Permit to authorize the operation of a cannabis dispensary be and
28 hereby is hereby granted to Elevated Mind & Wellness, LLC for the property located at 733 South Salisbury
29 Boulevard, Salisbury, Maryland.

30
31 **Section 2.** Elevated Mind & Wellness, LLC shall ensure compliance with all applicable state and
32 local laws. The City Council reserves the right to conduct periodic review of the operation of the dispensary
33 in order to ensure compliance with such laws, and the City Council reserves the right to revoke this
34 Ordinance Permit upon a finding of non-compliance.

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 22 day of July, 2024 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 14 day of October, 2024.

ATTEST:

Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2024.

Randolph J. Taylor, Mayor

1 **ORDINANCE NO. 2891**

2 **AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO**
3 **ENTER INTO A CONTRACT WITH THE MARYLAND STATE ARTS COUNCIL FOR**
4 **THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$41,002 AND**
5 **TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE**
6 **THESE FUNDS FOR EXPENSES ASSOCIATED WITH THE MARYLAND FOLK**
7 **FESTIVAL.**

8 **WHEREAS**, the City of Salisbury submitted an application to the Maryland State Arts Council for
9 financial assistance in carrying out community development arts activities; specifically, to include
10 assistance with the Maryland Folk Festival; and

11 **WHEREAS**, the City has been awarded funds in the amount of \$41,002 through the Grant for
12 operating expenses; and

13 **WHEREAS**, the City of Salisbury must enter into a grant agreement with the Maryland State Arts
14 Council defining how these funds must be expended; and

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

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

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

21 **Section 1.** Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the
22 Maryland States Art Council, on behalf of the City of Salisbury, for the City’s acceptance of grant funds in
23 the amount of \$41,002.00.

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

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

27 (a) Increase MSAC Revenue Account No. 10500-424105-XXXXX by \$41,002.00.

28 (b) Increase Operating Account No. 10500-546006-XXXXX by \$41,002.00.

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

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

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

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

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

41 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
42 of Salisbury held on the 23 day of September, 2024 and thereafter, a statement of the substance of the
43 Ordinance having been published as required by law, in the meantime, was finally passed by the Council
44 of the City of Salisbury on the 14 day of October 2024.

45 ATTEST:

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47 _____
48 Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

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52 Approved by me, this _____ day of _____, 2024.

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56 _____
Randolph J. Taylor, Mayor

57



City of Salisbury

Date: Aug 13, 2024

To: Andy Kitzrow, City Administrator

From: Chris Truitt, Assistant Chief of EMS

Re: Portable Radio Money

The Fire Department is asking for the money received from the recent sale of the portable radios (\$16,927.50) be allocated to the Fire Department into the Buildings Account. This will allow the Department to replace the fire pump at Fire Station 1 as the pump has recently failed. This failure causes a life safety issue for the personnel that work at Station 1, as well as for any guests or citizens that may use the training room.

Salisbury Fire Department
325 Cypress St.
Salisbury, MD 21801
410-548-3120
www.salisbury.md

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ORDINANCE NO. 2892

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET
AMENDMENT OF THE FY2025 GENERAL FUND BUDGET TO APPROPRIATE
FUNDS TO THE SALISBURY FIRE DEPARTMENT'S OPERATING BUDGET.**

WHEREAS, the City has declared thirty-five (35) Motorola APX 6000 series portable radios as surplus; and

WHEREAS the radios have been sold at auction per City Procurement guidelines; and

WHEREAS, the City has received a total \$16,927.50 from the proceeds generated from the auction sale and placed the funds in the City General Fund; and

WHEREAS, the Fire Department has use for the funds received and requests that the funds of \$16,927.50 be reallocated to the Fire Department Operating Budget for FY2025; and

WHEREAS, the budget amendment as provided herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

Section 1. The City of Salisbury's Fiscal Year 2025 General Fund Budget be and is hereby amended as follows:

- (a) Increase the Sale of Fixed Assets Account (01000-469200) by \$16,927.50
- (b) Increase the Salisbury Fire Department's Building Account (24035-534301) by \$16,927.50:

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

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

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

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

Section 5. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 14 day of October, 2024 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of _____, 2024.

ATTEST:

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Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2024.

Randolph J. Taylor, Mayor



To: City Council

From: Allen Swiger, ABCD Director, & Nicholas Voitiuc, DID Director

Subject: Additions to the FY25 Fee Schedule

Date: 9/23/2024

Attached you will find an ordinance to add fees to the FY25 Fee Schedule as follows:

Misc. Fees (by Field Operations)		
Salisbury Zoo		
Holly Circle Stage	\$100	Per day during operating hours
Education Center	\$200	Per day during operating hours
Lawn/Stage/Pavilion	\$250	Per day during operating hours
Whole Zoo (Off-season)	\$800	Per day – closed to public
Whole Zoo (In-season)	\$1,500	Per day – closed to public
Before/After Hours	\$100	Per hour – outside of operating hours
Electrical Labor	\$50	Per hour
Electric – Single 110v outlet	\$25	Each
Electric – Single 20 amp or above	\$100	Each
Building Fees (by the Department of Infrastructure and Development)		
Fee for 2-year extension of approved development plan	Vary	10% of the original development plan fee

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

1 **ORDINANCE NO. 2893**

2 **AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO ADD**
3 **NEW FEES FOR FY 2025 AND THEREAFTER UNLESS AND UNTIL**
4 **SUBSEQUENTLY REVISED OR CHANGED.**
5

6 **RECITALS**
7

8
9 **WHEREAS**, the FY 2025 Fee Schedule shall be amended by adding new and additional
10 fees as set forth in detail in **Exhibit 1**; and
11

12 **WHEREAS**, the City is adding new fees to be charged by Field Operations associated with
13 rental rates for the Salisbury Zoo; and
14

15 **WHEREAS**, the City is adding a fee to be charged by the Department of Infrastructure
16 and Development for a two-year extension of an approved development plan; and
17

18 **WHEREAS**, the fees set forth in **Exhibit 1** shall be charged and otherwise assessed by the
19 City for Fiscal Year 2025 and thereafter, unless and until subsequently revised or changed; and
20

21 **NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF**
22 **THE CITY OF SALISBURY** as follows:
23

24 **Section 1.** The fee amounts set forth in **Exhibit 1** are hereby adopted by the Council of the
25 City of Salisbury and shall be charged and otherwise assessed by the City for FY 2025 and
26 thereafter, unless and until subsequently revised or changed.
27

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

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

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

41 **Section 4.** The recitals set forth hereinabove and in **Exhibit 1** are incorporated into this
42 section of the Ordinance as if such recitals and **Exhibit 1** were specifically set forth at length in
43 this Section 4.
44

45 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.
46

47 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of
48 the City of Salisbury held on the 14 day of October, 2024 and thereafter, a statement
49 of the substance of the Ordinance having been published as required by law, in the
50 meantime, was finally passed by the Council of the City of Salisbury on the _____ day of
51 _____, 2024.

52
53

54 **ATTEST:**

55
56

57 _____
58 Julie A. English, City Clerk

57 _____
58 D'Shawn M. Doughty,
59 City Council President

60
61

62 APPROVED BY ME THIS _____ day of _____, 2024.

63
64
65

66 _____
Randolph J. Taylor, Mayor

FY 2025 Fee Schedule

Misc. Fees (by Field Operations)		
Salisbury Zoo		
Holly Circle Stage	\$100	Per day during operating hours
Education Center	\$200	Per day during operating hours
Lawn/Stage/Pavilion	\$250	Per day during operating hours
Whole Zoo (Off-season)	\$800	Per day – closed to public
Whole Zoo (In-season)	\$1,500	Per day – closed to public
Before/After Hours	\$100	Per hour – outside of operating hours
Electrical Labor	\$50	Per hour
Electric – Single 110v outlet	\$25	Each
Electric – Single 20 amp or above	\$100	Each
Building Fees (by the Department of Infrastructure and Development)		
Fee for 2-year extension of approved development plan	Vary	10% of the original development plan fee



TO: City Council

FROM: Andy Kitzrow, City Administrator

DATE: 9/20/24

RE: Budget Ordinance – Authorized Position Counts and Grades

Attached you will find an ordinance requesting the approval to update and revise the FY25 authorized position allocations, titles and grades according to the following schedule.

Position Title	Division	Org	Grade		Position Count	
			FY25	FY25 Revised	FY25	FY25 Revised
Electrician I/II/III/SR	FO	35000	7/8/9	10/11/12/13	1	1
City Clerk	CLERK	11100	M6	M8	1	1
Assistant City Clerk I/II/III	CLERK	11100	7/8/9		1	0
Deputy City Clerk I/II/III	CLERK	11100		8/9/10	0	1
Media Specialist I/II/III/SR	EXO	12000		5/6/7/8	1	2
Marketing and Outreach Manager	ABC	40000	M3		1	0
Revenue Clerk I/II/III - Collections	FIN	15000	3/4/5		1	0
Accountant I/II/III	FIN	15000		10/11/12	0	1
Human Resource Specialist I/II/III/SR	HR	18500		8/9/10/11	2	3
Office Administrator I/II/III/SR	HR	18500	3/4/5/6		1	0
Project Manager - Transportation I/II/III/SR	I & D	31000	10/11/12/13		1	0
Field Operations Technician I/II/III/SR	FO	22000		2/3/4/5	2	3
Field Operations Crew Leader Streets	FO	22000	6		1	0
Traffic Manager	FO	22000		M4	0	1
Animal Care Supervisor	ABC	40000	M2		1	0
Curator	ABC	40000		M3	0	1
Office Administrator I/II/III/SR	FIRE	24035	3/4/5/6		1	0
Permits & Inspections Coordinator	FIRE	24035		5/6/7/8	0	1
Revenue Clerk I/II/III - Parking	PK/FIN	31154	3/4/5		1	0
Parking Technician	PK/FO	31154		3/4/5	0	1
Construction Inspector I/II/III/SR	I & D	31000	5/6/7/8		1	0
Construction Manager	I & D	31000		M7	0	1
Totals					16	16

Mayor's Office
 115 S. Division St., Salisbury, MD 21801
 410.548.3100
www.salisbury.md

ORDINANCE NO. 2894

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2025 GENERAL FUND BUDGET AND PARKING FUND BUDGET AND AUTHORIZING THE MAYOR TO AMEND THE AUTHORIZED POSITIONS INCLUDED IN THE FY25 GENERAL FUND BUDGET AND PARKING FUND BUDGET.

WHEREAS, during the course of the past few months, the City Executives have been assessing and formulating position and grade changes that will be of benefit to the City; and

WHEREAS, the City of Salisbury has determined the need to reorganize several positions and revise the Authorized Position Counts in several departments; and

WHEREAS, the City of Salisbury has determined that there is a need to change pay grades assigned to several positions; and

WHEREAS, the City of Salisbury has determined that no additional funding is required to make the update; and

WHEREAS, to effectuate these aforementioned changes, the position appropriations set forth below must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

Section 1. The City of Salisbury’s FY25 Authorized Position Budget be and hereby is amended as follows:

Position Title	Division	Org	Grade		Position Count	
			FY25	FY25 Revised	FY25	FY25 Revised
Electrician I/II/III/SR	FO	35000	7/8/9	10/11/12/13	1	1
City Clerk	CLERK	11100	M6	M8	1	1
Assistant City Clerk I/II/III	CLERK	11100	7/8/9		1	0
Deputy City Clerk I/II/III	CLERK	11100		8/9/10	0	1
Media Specialist I/II/III/SR	EXO	12000		5/6/7/8	1	2
Marketing and Outreach Manager	ABC	40000	M3		1	0
Revenue Clerk I/II/III - Collections	FIN	15000	3/4/5		1	0
Accountant I/II/III	FIN	15000		10/11/12	0	1
Human Resource Specialist I/II/III/SR	HR	18500		8/9/10/11	2	3
Office Administrator I/II/III/SR	HR	18500	3/4/5/6		1	0
Project Manager - Transportation I/II/III/SR	I & D	31000	10/11/12/13		1	0
Field Operations Technician I/II/III/SR	FO	22000		2/3/4/5	2	3
Field Operations Crew Leader Streets	FO	22000	6		1	0
Traffic Manager	FO	22000		M4	0	1
Animal Care Supervisor	ABC	40000	M2		1	0
Curator	ABC	40000		M3	0	1
Office Administrator I/II/III/SR	FIRE	24035	3/4/5/6		1	0
Permits & Inspections Coordinator	FIRE	24035		5/6/7/8	0	1
Revenue Clerk I/II/III - Parking	PK/FIN	31154	3/4/5		1	0
Parking Technician	PK/FO	31154		3/4/5	0	1
Construction Inspector I/II/III/SR	I & D	31000	5/6/7/8		1	0
Construction Manager	I & D	31000		M7	0	1
Totals					16	16

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

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

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

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

46
47 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.

48
49 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
50 Salisbury held on the 14 day of October, 2024 and thereafter, a statement of the substance of the Ordinance
51 having been published as required by law, in the meantime, was finally passed by the Council of the City
52 of Salisbury on the _____ day of _____, 2024.

53
54 **ATTEST:**

55
56 _____
57 **Julie A. English, City Clerk**

_____ **D'Shawn M. Doughty, City Council President**

58
59 Approved by me, this _____ day of _____, 2024.

60
61 _____
62 **Randolph J. Taylor, Mayor**
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City of Salisbury

MEMORANDUM

TO: Mayor and Council of The City of Salisbury

FROM: Captain John T. Felts

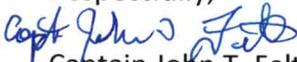
SUBJECT: Authorizing Additional City of Salisbury Employees to Enforce Parking Code

DATE: 09/04/2024

Dear Mayor and Council of The City of Salisbury,

The City of Salisbury currently maintains one full time parking enforcement officer who is assigned to Field Operations and generally maintains an area of responsibility for parking enforcement in the downtown area of the City. Over recent months there has been an increase in reported parking violations throughout the City and The Salisbury Police Department is requesting that specified employees in other departments of the City be given authorization by The Chief of Police to assist in enforcement of the parking code. All authorized personnel would be identified by their respective department head and receive training at no additional cost through The City of Salisbury's Police Department. Any questions may be forwarded to myself or Colonel Howard Drewer.

Respectfully,


Captain John T. Felts

Salisbury Police Department
699 West Salisbury Parkway
Salisbury, MD 21801
410-548-3165
www.salisbury.md



City of Salisbury

MEMORANDUM

TO: Andy Kitzrow

FROM: Captain John Felts

SUBJECT: Ordinance- Additional donation of \$500 for new K9 vehicle equipment (Hot n Pop)

DATE: September 18, 2024

Attached is an Ordinance requesting that the City Council approve the donation of an additional \$500.00 for a HOT-N-POP system for the newly purchased K9 vehicle.

Ordinance No. 2879 was passed by City Council on July 22, 2024 and approved by Mayor on July 24, 2024, the City was to accept a donation in the amount of \$3,500 from the Blue Heron Agility Association of Delaware and that donation was to be used for the purchase of a police K-9 "HOT-N-POP" system.

Blue Heron Agility Association of Delaware donated \$4,000 to the City, which was \$500 more than expected.

Any further questions can be directed to me and if no further questions arise, please forward the Ordinance to the City Council.

Captain John Felts
Administrative Commander

49 **Section 3.** 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 shall
52 apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of
53 this Ordinance shall remain and shall be deemed valid and enforceable.

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

56 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.
57
58

59 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
60 Salisbury held on the 14 day of October, 2024 and thereafter, a statement of the substance of the Ordinance
61 having been published as required by law, in the meantime, was finally passed by the Council of the City of
62 Salisbury on the _____ day of _____, 2024.

63

64

65 **ATTEST:**

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69 _____
Julie A. English, City Clerk

_____ **D'Shawn M. Doughty, City Council President**

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73 Approved by me, this _____ day of _____, 2024.

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78 _____
Randolph J. Taylor, Mayor