

RESOLUTION NO. 1864

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SALISBURY AUTHORIZING THE MAYOR TO SIGN A  
MEMORANDUM OF UNDERSTANDING FOR A GRANT FROM  
THE MARYLAND STATE HIGHWAY ADMINISTRATION FOR  
PEDESTRIAN-AND-BICYCLE-FACILITIES IMPROVEMENTS

WHEREAS, the Maryland State Highway Administration has a multi-year Transportation Enhancement Program for making pedestrian-and-bicycle-facilities improvements; and

WHEREAS, the Maryland State Highway Administration Transportation Enhancement Program provides grant funds for the City of Salisbury to use in specific areas; and

WHEREAS, the pedestrian-and-bicycle-facilities improvements to be constructed include:

The proposed pedestrian-and-bicycle-facilities improvements are to run along the west side of the Northeast Collector Road, Phase 2, and connect to the existing path already constructed under Phase 2 of the Northeast Collector Road (ending approximately at Shamrock Drive) as shown on attached Exhibit A. It will also directly cross U.S. Route 50 and extend southward from U.S. Route 50, along Beaglin Park Drive to the south side of Mount Hermon Road and thereby be linked and widened along the other existing pedestrian and bicycle paths along the west side of Beaglin Park Drive and connect to the existing Salisbury Urban Greenway at North Park Drive.

WHEREAS, the entire estimated project cost for this segment is approximately \$450,000; and

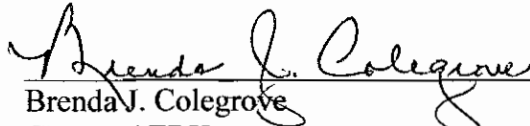
WHEREAS, the City of Salisbury agrees to provide 50% matching funds and/or services of actual project cost, in the amount of more or less than \$225,000, for these pedestrian-and-bicycle-facilities improvements; and

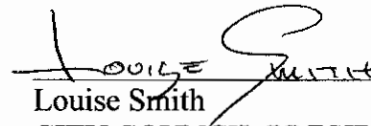
WHEREAS, if the actual project cost exceeds the estimated project cost, the City of Salisbury shall be responsible for the difference due to the state award not able to exceed \$225,000;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, Maryland, authorizes the Mayor to sign the Memorandum of Understanding accepting these Maryland State Highway pedestrian-and-bicycle-facilities improvements funds, in the amount of \$225,000, for the betterment of the City and its residents.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 23<sup>rd</sup> day of November, 2009 and is to become effective immediately upon adoption.


ATTEST:

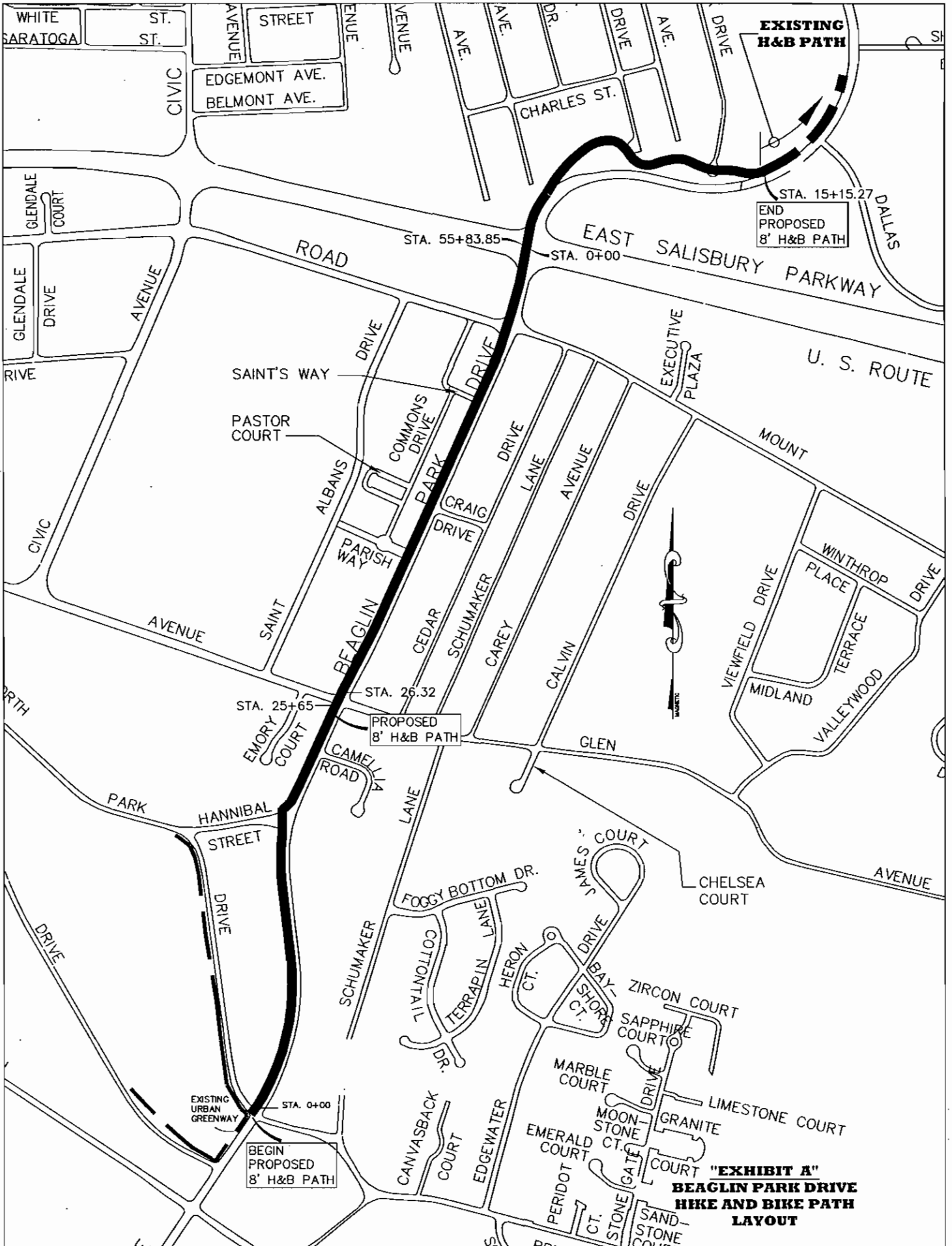
  
\_\_\_\_\_  
Brenda J. Colegrove  
CITY CLERK

  
\_\_\_\_\_  
Louise Smith  
CITY COUNCIL PRESIDENT

APPROVED BY ME THIS

24<sup>th</sup> day of November, 2009

  
\_\_\_\_\_  
James Ireton, Jr.  
MAYOR, CITY OF SALISBURY



**"EXHIBIT A"**  
**BEAGLIN PARK DRIVE**  
**HIKE AND BIKE PATH**  
**LAYOUT**

**MEMORANDUM OF UNDERSTANDING  
FOR  
Northeast Collector Bike Path  
Phase II**

This **MEMORANDUM OF UNDERSTANDING** (MOU) executed in duplicate, made and entered into this 24<sup>th</sup> day of November 2009, by and between the Maryland Department of Transportation acting for and on behalf of the State of Maryland by and through the State Highway Administration, hereinafter called the "ADMINISTRATION," and City of Salisbury in Wicomico County, a political subdivision of the State of Maryland, hereinafter called the "PROJECT SPONSOR."

**WHEREAS,** certain funds have been set aside in the Federal funding authorization bill for the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) for the purpose of providing funding for enhancements to the transportation system, hereinafter called the "TRANSPORTATION ENHANCEMENT PROGRAM"; and

**WHEREAS,** the policy of the Maryland Department of Transportation is to reimburse the PROJECT SPONSOR up to an amount not to exceed fifty (50) percent of the expenses of a PROJECT that is part of the TRANSPORTATION ENHANCEMENT PROGRAM, as those terms are hereinafter defined; and

**WHEREAS,** reimbursement of expenses for a PROJECT under the TRANSPORTATION ENHANCEMENT PROGRAM is subject to State and Federal requirements; and

**WHEREAS,** the PROJECT SPONSOR and the ADMINISTRATION desire to construct a 4,170 LF, 8-foot wide paved path connecting to the existing path previously constructed with Phase 2 of the Northeast Collector Road and to resurface and widen an existing 2,560 feet of trail to 8-feet wide, on property owned by the PROJECT SPONSOR, as described herein, hereinafter called the "PROJECT"; and

**WHEREAS,** the PROJECT SPONSOR is required to provide certain funding for the PROJECT; and

**WHEREAS,** the PROJECT SPONSOR and the ADMINISTRATION acknowledge the need to define the responsibilities and obligations of each party with regard to the PROJECT; and

**WHEREAS,** construction of the PROJECT described in this MOU is in the mutual interest of the parties and of the citizens of the City of Salisbury and the State of Maryland.

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises between the ADMINISTRATION and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

## **I. DEFINITIONS**

- A. "ESTIMATED PROJECT COST" is the total estimated cost to design, develop, and construct the entire PROJECT. The ESTIMATED PROJECT COST includes, but is not limited to, design, construction, and required right-of-way acquisitions.
- B. "ACTUAL PROJECT COST" is the total actual cost to develop and construct the PROJECT. The ACTUAL PROJECT COST may be more or less than the ESTIMATED PROJECT COST, and will be determined after the PROJECT has been completed.
- C. "MATCH" is the PROJECT SPONSOR's contribution (monetary and non-monetary) toward activities directly related to the ACTUAL PROJECT COST. The MATCH shall be at least fifty percent (50%) of the funding for those portions of the PROJECT that qualify for funding, and must include cash equal to twenty five percent (25%) of the AWARD. The MATCH may include the monetary value of in-kind services.
- D. "AWARD" is the amount of TRANSPORTATION ENHANCEMENT PROGRAM funds allocated for this PROJECT which is the ADMINISTRATION's contribution toward the ACTUAL PROJECT COST. The AWARD shall not exceed fifty percent (50%) of the ACTUAL PROJECT COST.
- E. "PROPOSAL" attached hereto as Exhibit "A", is the written document submitted by the PROJECT SPONSOR describing the PROJECT.

## **II. DESCRIPTION OF PROJECT**

- A. The PROJECT shall consist of a 4,170 LF, 8-foot wide paved bike path connecting to Phase 2 of the Northeast Collector Road, the resurfacing and widening an existing 2,560 LF of trail to 8-foot wide. The pathway will directly connect to and cross US Route 50 and Mt. Hermon Road to run on the west side of existing Beaglin Park Drive from south side of Mt. Hermon Road and connect to the existing Salisbury Urban Greenway at South Park Drive. Project activities include mobilization/demobilization, sediment, erosion control, seeding, landscaping, clearing and grubbing, crusher run aggregate, bituminous concrete paving, drainage, potable water well relocation, inspection, materials testing, contingencies, pedestrian crossing improvements, traffic light modifications, signing, striping, and traffic control. The PROJECT will be constructed on property owned in fee simple by, or on perpetual easements held by the PROJECT SPONSOR. The PROJECT will be owned and maintained by the PROJECT SPONSOR.

- B. As part of the MATCH, the PROJECT SPONSOR will also provide design and engineering.

### III. FUNDING

- A. The ESTIMATED PROJECT COST is \$ 450,000. The basis for determining the ESTIMATED PROJECT COST is contained in the PROPOSAL, Exhibit "A", and in Exhibit "B", attached hereto and made a part hereof.

B. MATCH

1. The MATCH is estimated to be \$ 225,000. The MATCH shall be at least fifty percent (50%) of the amount of the ACTUAL PROJECT COST.
2. The MATCH shall include cash equal to at least twenty five percent (25%) of the final AWARD, as contributed towards construction activities, which is estimated to be \$56,250.
3. Any funds, grants, or activities paid for by the ADMINISTRATION, the Maryland Department of Transportation, or the United States Department of Transportation, shall not be used as or considered to be a part of the MATCH (e.g. National Recreational Trails Program funds, Sidewalk Retrofit Program funds, Community Safety and Enhancement funds, Urban Street Reconstruction funds).
4. The amount of MATCH required for any other funds, grants, or activities paid by the ADMINISTRATION, the Maryland Department of Transportation, or the United States Department of Transportation, may not be used as MATCH for the PROJECT.
5. The MATCH may include such items as mobilization/demobilization, sediment, erosion control, seeding, landscaping, clearing and grubbing, crusher run aggregate, bituminous concrete paving, drainage, potable water well relocation, inspection, materials testing, contingencies, pedestrian crossing improvements, traffic light modifications, signing, striping, and traffic control.
6. Other ACTUAL PROJECT COSTs, such as design and engineering, which are not eligible for reimbursement by the ADMINISTRATION may be included in the MATCH as determined by the ADMINISTRATION.
7. Maintenance activities, maintenance equipment, and other non-essential PROJECT activities do not qualify as MATCH and are not eligible for reimbursement.

- C. If the ACTUAL PROJECT COST exceeds the ESTIMATED PROJECT COST, the PROJECT SPONSOR shall be solely responsible for such additional costs. The AWARD shall not be increased to reflect the higher ACTUAL PROJECT COST.
- D. If the ACTUAL PROJECT COST is less than the ESTIMATED PROJECT COST, the MATCH may be reduced to fifty percent (50%) of the ACTUAL PROJECT COST.
- E. The AWARD shall not exceed the lesser of (i) \$ 225,000, as set forth in Exhibit "B" (OR Exhibit "A"); (ii) fifty percent (50%) of the ACTUAL PROJECT COST; or (iii) the actual monetary value of the MATCH.
- F. PAYMENT
1. The ADMINISTRATION shall use the AWARD to reimburse the PROJECT SPONSOR for the ADMINISTRATION's share of the ACTUAL PROJECT COST, to include but not be limited to mobilization/demobilization, sediment, erosion control, seeding, landscaping, clearing and grubbing, crusher run aggregate, bituminous concrete paving, drainage, potable water well relocation, inspection, materials testing, contingencies, pedestrian crossing improvements, traffic light modifications, signing, striping, and traffic control.
  2. The PROJECT SPONSOR shall submit to the ADMINISTRATION's District Office copies of paid invoices to show ACTUAL PROJECT COSTs incurred in performing the PROJECT. Invoices shall contain sufficient documentation, in the ADMINISTRATION's sole discretion, to evidence actual expenses of items eligible for reimbursement.
  3. ACTUAL PROJECT COSTs deemed not eligible for reimbursement by law and/or by the ADMINISTRATION shall be deducted from each invoice by the amount of the non-eligible portion of the expenses. All such non-eligible ACTUAL PROJECT COSTs shall be borne solely by the PROJECT SPONSOR.
  4. If any other funds, grants, or activities paid for by the ADMINISTRATION, the Maryland Department of Transportation, or the United States Department of Transportation, are used for ACTUAL PROJECT COSTs, separate invoices must be submitted to the ADMINISTRATION.
  5. In the event a portion of the MATCH includes in-kind services, the PROJECT SPONSOR shall certify in writing that the in-kind services have been provided or performed, and shall certify as to their reasonable monetary value.
  6. The PROJECT SPONSOR shall keep written documentation of all ACTUAL PROJECT COSTs, and make same available upon request by the ADMINISTRATION.

7. Prior to the final payment of the AWARD by the ADMINISTRATION, the PROJECT SPONSOR shall certify in writing (a) that the MATCH has been satisfied, and (b) the actual amount of the MATCH.
  8. The ADMINISTRATION shall remit payment to the PROJECT SPONSOR within 30 days following receipt of each invoice, provided: (i) the invoice contains all necessary information for processing, in the ADMINISTRATION's discretion, (ii) no charges are disputed by the ADMINISTRATION, (iii) the invoice does not cause the AWARD amount to exceed the actual MATCH amount, and (iv) the payment of the invoice does not cause the maximum AWARD to be exceeded.
  9. In the event the MATCH is decreased, resulting in the MATCH being less than the AWARD, the AWARD shall be reduced to at most equal the MATCH. Any AWARD monies that exceed the reduced MATCH amount already paid to the PROJECT SPONSOR shall be returned to the ADMINISTRATION, immediately upon demand by the ADMINISTRATION.
  10. If the PROJECT cannot be completed as described in Exhibit "A", then the AWARD will be withdrawn and the PROJECT SPONSOR shall return to the ADMINISTRATION all AWARD monies previously paid to the PROJECT SPONSOR, immediately upon demand by the ADMINISTRATION. If the PROJECT SPONSOR fails to return the AWARD monies due to PROJECT non-completion, as stated herein, then the ADMINISTRATION may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the AWARD monies that had been paid to the PROJECT SPONSOR.
  11. In the event the ADMINISTRATION provides construction-related services for the PROJECT (e.g., construction inspection, materials testing, etc.), pursuant to a written request to do so by the PROJECT SPONSOR, then the AWARD shall be reduced by an amount incurred by the ADMINISTRATION equal to the monetary value of the construction related services.
- G. Funding of the PROJECT is not a guarantee of future TRANSPORTATION ENHANCEMENT PROGRAM funding for any future phases of the PROJECT.

#### **IV. THE PROJECT SPONSOR SHALL:**

- A. Prepare and submit to the ADMINISTRATION in a timely manner all environmental studies and environmental documentation required for the PROJECT under applicable State and/or Federal law, including but not limited to those required for National Environmental Policy Act (NEPA) approval.



- B. Coordinate and conduct any required public hearings or requests for public input.
- C. Upon request by the ADMINISTRATION, submit for ADMINISTRATION review and written comment, design plans, specifications and estimates at major design milestones, i.e., (i) preliminary design thirty percent (30%), (ii) semifinal design sixty-five percent (65%), (iii) final review ninety-five percent (95%), and (iv) Plans, Specifications, and Estimates (PS&E) one hundred percent (100%). In addition or concurrent with the above milestones, submit at the following milestones for review and concurrence by the Office of Bridge Development all proposed modification to or new walls, bridges and structures: 1) Soil Boring Report and bearing recommendation review; 2) Type, Size and Location Review; 3) Foundation Design Review; 4) Final Structural Review; and 5) if the structure is located within the 100 year flood plain, a Scour Analysis Report Review.
- D. Prior to advertising the PROJECT for bids, apply for and obtain all permits required by Federal, State, or local authorities, including but not limited to, Erosion and Sediment Control, Stormwater Management, Critical Areas, Wetlands, Utility Permits, Traffic Control Plans, and any required permit issued by the ADMINISTRATION's District Office, if any part of the PROJECT is located within or along ADMINISTRATION right-of-way.
- E. In the event the PROJECT impacts utilities within ADMINISTRATION right-of-way, the PROJECT SPONSOR shall determine the date the right-of-way was acquired by the utility company (or the date said utility was installed), and the date the ADMINISTRATION acquired the right-of-way.
1. If the utility company's right-of-way ownership or installation preceded the ADMINISTRATION's ownership, the PROJECT SPONSOR shall be solely responsible for the design and relocation of the utilities.
  2. If the ADMINISTRATION's ownership preceded the utility company's right-of-way ownership or installation, the ADMINISTRATION may consider exercising its prior rights and may request the utility company move the utility at the sole expense of the utility company.
- F. Coordinate and supervise the advertisement, bid process, and award of the contract including, but not limited to, the following:
1. Prepare bid package in accordance with State and Federal procurement laws and regulations and submit to the ADMINISTRATION for review and approval prior to advertisement.
  2. Advertise for bids in accordance with State and Federal procurement laws and regulations after the ADMINISTRATION has provided written approval of the bid package.

3. Open bids in accordance with State and Federal procurement laws and regulations.
  4. Prepare the "Concurrence in Award" package, in accordance with State and Federal procurement laws and regulations, and submit to the ADMINISTRATION for review and written approval prior to giving the lowest, responsible, responsive bidder the approval to proceed.
  5. After written receipt of the concurrence in award from the ADMINISTRATION, award the contract and issue Notice to Proceed (NTP) to the lowest, responsible, responsive bidder.
- G. Coordinate and supervise engineering and construction activities by administering the construction contract for the PROJECT, and providing such activities as construction engineering, construction inspection, and materials testing and certification, in accordance with Federal and State requirements.
1. Construction inspection must be performed by an ADMINISTRATION certified inspector.
  2. Materials field-testing must be performed by an ADMINISTRATION certified inspector.
  3. Materials testing must be performed by an ADMINISTRATION certified laboratory.
- H. Hold a pre-construction meeting with the contractor to which ADMINISTRATION representatives shall be invited.
- I. Hold biweekly meetings, to which ADMINISTRATION representatives shall be invited, with the contractor to discuss construction progress. Minutes of the meetings shall be sent to the ADMINISTRATION's District Office biweekly or monthly, with a request for reimbursement of the work done in that time frame.
- J. Design and construct the PROJECT to be accessible to individuals with physical disabilities in accordance with Federal and State requirements.
- K. Provide any PROJECT landscaping and screening to adjacent properties as may be agreed upon by the PROJECT SPONSOR and the adjacent property owners.
- L. Provide for adequate drainage and stormwater management as required by State and local requirements.
- M. Prior to performing any work upon or entering upon any property required for the PROJECT, provide the ADMINISTRATION with documentary evidence of fee ownership, easement interests, or rights of entry for said property, in the PROJECT SPONSOR's name, in accordance with Federal and State requirements.

- N. Prior to commencement of any construction activities, provide the ADMINISTRATION with evidence of adequate liability insurance, or proof of insurance under the PROJECT SPONSOR's self insurance program, in an amount to be approved by the ADMINISTRATION, to cover third party claims arising from the PROJECT.
- O. In the event that the ADMINISTRATION undertakes future highway-related improvements within the ADMINISTRATION's right-of-way that impact the PROJECT, the PROJECT SPONSOR shall be responsible for the redesign and relocation of the PROJECT, at the PROJECT SPONSOR's sole expense.
- P. Perform, at the PROJECT SPONSOR's sole responsibility and cost, all maintenance of the PROJECT, both during and after completion of the PROJECT. This includes, but is not limited to, graffiti removal, painting, cleaning, trash removal, security, and enforcement of regulations and laws affecting the PROJECT.
- Q. Forward the completed closeout package to the ADMINISTRATION's District Office. The completed package will include a certification of PROJECT materials used and of PROJECT workmanship, which must be signed and stamped by the contractor and the PROJECT SPONSOR. The completed package shall also include a request for the final reimbursement of the AWARD.
- R. The PROJECT SPONSOR shall document and certify in writing to the ADMINISTRATION that all activities associated with the AWARD have been completed in accordance with State and Federal law and this MOU.
- S. If a public event is scheduled for the PROJECT, notify the ADMINISTRATION's Office of Communications at least thirty (30) days prior to the event. Public events must be coordinated with and cleared by the ADMINISTRATION's Office of Communications prior to proceeding with the event. Failure to do so will jeopardize future Transportation Enhancement Program funding for the PROJECT SPONSOR.
- T. The PROJECT SPONSOR, to the maximum extent permitted by law, hereby agrees to indemnify, defend and save harmless the State of Maryland, the ADMINISTRATION, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way connected to the PROJECT or caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents.

**V. THE ADMINISTRATION SHALL:**

- A. Provide review and comment on the PROJECT design plans, specifications and estimates submitted by the PROJECT SPONSOR at major design milestones.

- B. Following receipt of all PROJECT documents requiring ADMINISTRATION approval, provide written certification of acceptance of the PROJECT in accordance with Title 23 of Federal requirements.
- C. Provide oversight inspection and review during the construction of the PROJECT to assure all obligations are being met.
- D. Review Concurrence in Award package and notify PROJECT SPONSOR in writing that they may award the contract to the successful bidder.
- E. Provide the AWARD as the PROJECT SPONSOR fulfills its obligations pursuant to this MOU and submits invoices to the ADMINISTRATION for ACTUAL PROJECT COSTS, as determined solely by the ADMINISTRATION.
- F. Process the request from the PROJECT SPONSOR for final payment after receiving the completed closeout package from the PROJECT SPONSOR.
- G. Withhold five (5) percent of the amount of the ACTUAL PROJECT COST until the closeout package is received from the PROJECT SPONSOR and approved by the ADMINISTRATION.
- H. Upon receipt and approval of the closeout package, reimburse within 30 days to the PROJECT SPONSOR the five (5) percent withholding of the ACTUAL PROJECT COST.

## **VI. CHANGE ORDERS**

- A. In the event the PROJECT SPONSOR wishes to request a Change Order for the PROJECT, the PROJECT SPONSOR shall forward the request for the Change Order to the ADMINISTRATION's District Office in writing. The District Office will forward the Change Order to the ADMINISTRATION's headquarters office.
- B. The PROJECT SPONSOR and the Contractor must agree with the changes before submitting the Change Order to the ADMINISTRATION.
- C. The PROJECT SPONSOR must approve any Change Order recommended by the ADMINISTRATION.
- D. Change orders may be approved for amounts that exceed the amount of the contract awarded to the contractor, but such approvals will not increase the amount of the AWARD.
- E. If the PROJECT SPONSOR proceeds with significant changes that result in additional ACTUAL PROJECT COSTS, without the ADMINISTRATION's prior approval, the PROJECT SPONSOR will not be reimbursed for the increase.

- F. Change orders for significant scope changes or for more than a ten (10) percent cost increase will require TRANSPORTATION ENHANCEMENT PROGRAM Executive Committee approval.
- G. The ADMINISTRATION shall notify the PROJECT SPONSOR of approval or rejection of the Change Order in writing.
- H. With the exception of Emergency Change Orders, any Change Order not given prior review and approval in writing by the ADMINISTRATION shall not be reimbursed.
- I. Emergency Change Orders may be approved by the District Engineer by telephone. The appropriate paperwork must then be filed within 14 days.

## VII. GENERAL

- A. In the event all or any part of the PROJECT has not been advertised for bid by **April 28, 2010**, (i) the AWARD, for all or any part of the PROJECT not advertised for bid, may be withdrawn; (ii) the PROJECT SPONSOR may reapply for new funding if the PROJECT SPONSOR desires to proceed with the PROJECT; (iii) all obligations of the ADMINISTRATION with regard to the PROJECT or any withdrawn portion of the PROJECT shall cease; and (iv) the ADMINISTRATION shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to the PROJECT or the portion of the PROJECT withdrawn.
- B. The AWARD for the PROJECT shall be used for the purposes stated in this MOU only and shall not be redirected by the PROJECT SPONSOR for any other purpose.
- C. At the time of the PROJECT close out, any portion of the AWARD not used or needed for the PROJECT shall revert to the ADMINISTRATION for distribution to other TRANSPORTATION ENHANCEMENT PROGRAM projects in the ADMINISTRATION's sole discretion.
- D. This MOU shall inure to and be binding upon the parties hereto, their respective agents, successors, and assigns. However, the PROJECT SPONSOR shall not assign its interests in this MOU without prior written consent of the ADMINISTRATION, which may be reasonably withheld.
- E. This MOU and the rights and liabilities of the parties hereto shall be governed in accordance with Maryland law.
- F. The PROJECT activities covered by this MOU are subject to audit. Therefore, all documents and records subject to audit shall be retained by the ADMINISTRATION and PROJECT SPONSOR for a minimum of three (3) years after the Final Acceptance of the PROJECT by the ADMINISTRATION.

- G. The ADMINISTRATION will incur no additional responsibility for reimbursement of ACTUAL PROJECT COST after the PROJECT closeout package has been accepted and processed.
- H. The **WHEREAS** clauses contained at the beginning of this MOU are hereby made a part of this MOU and incorporated herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed by their proper and duly authorized officers, on the day and year first above written.

MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION

Maureen D. Hill  
Witness

By: Neil J. Pedersen (SEAL)  
Neil J. Pedersen  
Administrator

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

RECOMMENDED FOR APPROVAL

Michael P. Conroy  
Assistant Attorney General

Douglas R. Rose  
Douglas R. Rose  
Deputy Administrator/Chief Engineer  
for Operations

Lisa B. Conners  
Lisa B. Conners, Director  
Office of Finance

Douglas H. Simmons  
Douglas H. Simmons,  
Deputy Administrator/Chief Engineer  
for Planning and Engineering

City of Salisbury



*Brenda J. Colegrove*  
Witness

By: *James Ireton Jr.*  
James Ireton Jr.  
Mayor  
City of Salisbury



**City of Salisbury**  
**DEPARTMENT OF PUBLIC WORKS**

November 13, 2009

**TO:** John Pick, City Administrator

**FROM:** Newell W. Messick III, Deputy Director

**SUBJECT:** Accepting M.O.U. Resolution for Pedestrian & Bicycle Facilities –  
Beaglin Park Drive

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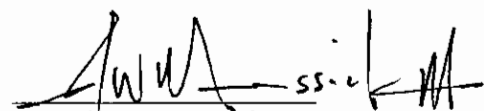
Attached is a resolution for the Mayor's signature of the Memorandum of Understanding (MOU) for construction of pedestrian and bicycle facilities improvements, along west side of Beaglin Park Drive between its connections to existing hike & bike path at North Park Drive and immediately north of Shamrock Drive as shown on the attached map.

Subsequent to Salisbury Public Works submitting an application, the MD State Highway Administration Transportation Enhancement Program has provided a not-to-exceed amount of \$225,000 in grant funding for the City of Salisbury to use for these pedestrian and bicycle facilities improvements. The City of Salisbury is to provide more or less than \$225,000 in matching funds and services, depending upon the actual bid amount for the project.

The proposed pedestrian and bicycle facilities improvements are to run along the west side of the Northeast Collector Road, Phase 2, and connect to the existing path already constructed under Phase 2 of the Northeast Collector Road (ending approximately at Shamrock Drive) as shown on attached Exhibit A. It will also directly cross US Route 50 and extend southward from US Route 50, along Beaglin Park Drive to the south side of Mount Hermon Road and thereby be linked and widened along the other pedestrian and bicycle paths along the west side of Beaglin Park Drive and connect to the existing Salisbury Urban Greenway at North Park Drive.

This project is to progress approximately in accordance with the following schedule:

Advertise for bids.....	February	2010
Bid opening.....	March	2010
Construction to begin.....	April	2010
Construction complete.....	September	2010

  
Newell W. Messick III  
Acting Director

11-17-09