



City of Salisbury

CITY COUNCIL SPECIAL MEETING AGENDA



August 4, 2014
Government Office Building

6:00 p.m.
Room 301

Times shown for agenda items are estimates only.

6:00 p.m. CALL TO ORDER

6:01 p.m. WELCOME/ANNOUNCEMENTS

6:03 p.m. ADOPTION OF LEGISLATIVE AGENDA

6:05 p.m. RESOLUTIONS – City Administrator M. Thomas Stevenson

- Resolution No. 2420 – accepting funds from the Wicomico County Narcotics Task Force to purchase equipment and/or fund training for officers and the training and purchase of a new Salisbury Police K-9 thereby enhancing law enforcement efforts to provide a safer environment for the citizens of Salisbury and Wicomico County
- Resolution No. 2427 – to support project financing to be provided either directly by the Department of Housing and Community Development (the “Department”) of the State of Maryland or through the Department’s Community Development Administration (the “Administration”) for the Lodges at Naylor Mill Senior Apartments (the “Project”)
- Resolution No. 2428 – authorizing the Mayor to sign the grant agreement and accept a grant of \$32,440.00 from Maryland Department of Transportation Maryland Bikeways program for the provision of 1.18 miles of pavement marking and signage on Riverside Drive and 0.37 miles of pavement marking and signage on South Boulevard necessary to create a bike route from Downtown Salisbury to Salisbury University

6:10 p.m. ORDINANCE – City Attorney Mark Tilghman

- Ordinance No. 2298 - 1st reading - creating a bike route which will run along Riverside Dr. from the intersection of Riverside Drive and West College Avenue to the intersection of Riverside Drive and Mill Street, as well as along South Boulevard from the intersection of South Boulevard and Camden Avenue to the intersection of Riverside Drive and South Boulevard; providing dedicated bicycle-only lanes and shared bicycle and motorized vehicle lanes as directed by MDMUTCD Chapter 9, Traffic Control for Bicycle Facilities (MDMUTCD); installing appropriate pavement markings in the form of lane striping for dedicated lanes; installing shared lane markings for shared lanes; installing bicycle markings on-pavement; and installing bike route signage along the route per the MDMUTCD

6:15 p.m. PUBLIC COMMENTS

6:20 p.m. ADJOURNMENT

**Copies of the agenda items are available for review
in the City Clerk's Office
Room 305 – City/County Government Office Building
410-548-3140
or
on the City's web site
www.ci.salisbury.md.us**

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 10-508, by vote of the City Council.

Proposed agenda items for August 11, 2014 (subject to change)

- Resolution No. __ - support for the Community Park & Playground (CP&P) funding application for Phase 2 of the Skate Park
- Resolution No. __ - support for Complete Streets
- Resolution No. __ - accepting funds from Wicomico County for the AmeriCorps Program
- Manufacturing Exemption request for Labinal Salisbury for years 2011, 2012, 2013
- Resolution No. 2419 - allowing SPD to enter into an MOU for acquisition of surplus federal property
- Resolution No. __ - accepting state grant funds from the Governor's Office of Crime Control and Prevention
- Ordinance No. __ - 1st reading – False Alarm Ordinance/Enhanced Call Verification
- Ordinance No. 2298 – 2nd reading – creating a bike route which will run along Riverside Drive, etc. (bike routes)

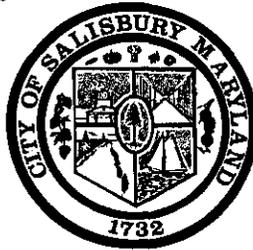
Posted: July 30, 2014

City of Salisbury



JAMES IRETON JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR



Maryland

699 W. SALISBURY PARKWAY
SALISBURY, MD 21801
TEL: 410-548-3165



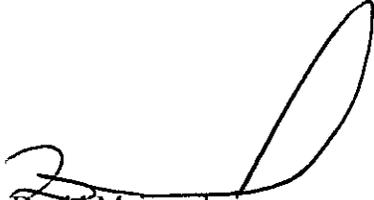
BARBARA DUNCAN
CHIEF OF POLICE

May 28, 2014

TO: Tom Stevenson
FROM: Major David Meienschein
SUBJECT: Resolution – WINTF Funds

Attached, please find a Resolution to accept \$15,000.00 in funds from the Wicomico County Narcotics Task Force (WINTF). The funds will be used for the purchase of equipment, a new Salisbury Police K-9 and/or cover the cost for officer training.

Unless you or the Mayor, have further questions, please forward this Resolution to the City Council.



David Meienschein
Administrative Commander

1 RESOLUTION NO. 2420

2
3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING
4 FUNDS FROM THE WICOMICO COUNTY NARCOTICS TASK FORCE TO PURCHASE
5 EQUIPMENT AND/OR FUND TRAINING FOR OFFICERS AND THE TRAINING AND
6 PURCHASE OF A NEW SALISBURY POLICE K-9 THEREBY ENHANCING LAW
7 ENFORCEMENT EFFORTS TO PROVIDE A SAFER ENVIRONMENT FOR THE
8 CITIZENS OF SALISBURY AND WICOMICO COUNTY.

9
10 WHEREAS, these funds have been provided by the Wicomico County Narcotics Task
11 Force to fund the purchase of equipment and a new Salisbury Police K-9; and

12
13 WHEREAS, these funds may also be used to cover the cost of training for Salisbury
14 Police Officers; and

15
16 WHEREAS, the training of officers and the purchase of equipment and a new K-9 can
17 significantly improve the effectiveness of enforcement efforts and provide a safer environment
18 for the citizens of Salisbury and Wicomico County.

19
20 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
21 OF SALISBURY, MARYLAND that funds of \$15,000.00 be accepted from the Wicomico
22 County Narcotics Task Force and used to purchase equipment and/or training for the Salisbury
23 Police Department.

24
25 THIS RESOLUTION was introduced and duly passed at a meeting of the Council of the
26 City of Salisbury, Maryland held on ____ day of _____, 2014, and is to become effective
27 immediately upon adoption.

28
29
30 ATTEST:

31
32
33 _____
34 Kimberly R. Nichols, City Clerk

Laura Mitchell, Vice President
Salisbury City Council

35
36
37 APPROVED BY ME THIS:

38
39 _____ Day of _____, 2014

40
41
42 _____
43 James Ireton, Jr., Mayor
44
45

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: Tom Stevenson, City Administrator
From: Terence Arrington, Assistant City Administrator 
Subject: Lodges at Naylor Mill Senior Apartments – Phase II
Date: July 23, 2014

Interfaith Housing Development Corporation of the Maryland Eastern Shore, Inc., and its partners are seeking support from the Mayor and City Council to obtain financing from the Maryland Department of Housing and Community Development (DHCD) or the Community Development Administration (CDA) for the second phase of the Lodges at Naylor Mill Senior Apartment facility. In July 2013, City Council unanimously approved this project by way of Resolution No. 2399. Unfortunately, DHCD and CDA did not select this project for funding last year. As you know, DHCD and CDA appropriates funding annually to fund projects throughout the State of Maryland by way of low interest loans or grants. Not all projects submitted are funded by these agencies. Each project submitted undertakes an extensive evaluation, scoring, and ranking process based on the program/project application criteria. This year, Interfaith Housing Development Corporation of the Maryland Eastern Shore would like to reapply to DHCD and CDA for \$2 Million in funding for this project and would like support from the Mayor and City Council.

The Lodges at Naylor Mill property sits on approximately 23 acres of land and is zoned R-10A. This allows a density of eight units per acre, or up to 184 apartments for this site. Phase II of this project will incorporate an addition 45 apartments to the existing 65 units, therefore creating a 110 affordable senior housing project. Each apartment will be identical in size and will include no less than four apartments, designed for senior residents with severe mobility restrictions. The design and infrastructure of Phase II post construction will have the same design as the existing structure.

Attached is a resolution of support for project financing from the Department of Housing and Community Development (DHCD) or the Community Development Administration (CDA).

1
2 RESOLUTION NO. 2427

3 A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TO SUPPORT PROJECT
4 FINANCING TO BE PROVIDED EITHER DIRECTLY BY THE DEPARTMENT OF HOUSING AND
5 COMMUNITY DEVELOPMENT (THE "DEPARTMENT") OF THE STATE OF MARYLAND OR
6 THROUGH THE DEPARTMENT'S COMMUNITY DEVELOPMENT ADMINISTRATION (THE
7 "ADMINISTRATION") FOR THE LODGES AT NAYLOR MILL SENIOR APARTMENTS (THE
8 "PROJECT")

9 WHEREAS, the City Council of the City of Salisbury, Maryland recognizes that there is a
10 significant need for quality housing units in Salisbury for senior citizens with moderate and low incomes;
11 and

12 WHEREAS, Interfaith Housing Development Corporation and its development partner, The
13 Volunteers of America, Inc., propose to construct and operate an additional 45 rental housing units for
14 senior citizens of moderate and low income that would augment and be contiguous to the existing facility
15 known as the Lodges at Naylor Mill Senior Apartments located on Naylor Mill Road. That facility
16 currently serves 65 senior residents; and

17 WHEREAS, the Department, either directly or through the Administration, may provide some or all
18 of the financing for the Project (the "Project Financing") in order to assist in making it financially feasible;

19 NOW, THEREFORE, BE IT RESOLVED that the Salisbury City Council hereby endorses the
20 Project expansion upon the existing site; and HEREBY approves the Project financing in the form of a loan
21 from the Maryland Department of Housing and Community Development in an amount not to exceed
22 \$2,000,000.

23 BE IT FURTHER RESOLVED by the Salisbury City Council, pursuant to proper authority
24 granted it:

25 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the
26 City of Salisbury, Maryland held on the ____ day of _____, 2014 and is to become effective
27 immediately upon adoption.

28 ATTEST:

29 _____
30 Kimberly R. Nichols
31 City Clerk

Laura Mitchell, Vice President
Salisbury City Council

32

33

34

35 APPROVED BY ME THIS:

36

37 _____ Day of _____, 2014

38

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41 _____

42 James Ireton, Mayor

43 City of Salisbury

City of Salisbury



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

125 NORTH DIVISION ST., RM 202
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

MARYLAND

To: Tom Stevenson, City Administrator
From: Mike Moulds, Director of Public Works *M. Moulds*
Date: May 27, 2014
Re: Salisbury Bike Route – South Boulevard & Riverside Drive Bike Path

In 2013, Salisbury Public Works (SPW) applied for a grant from the Maryland Bikeways Program. The Maryland Department of Transportation (MDOT) / Office of Planning approved this grant worth \$32,440 for the Salisbury Bikeways project, contingent upon the review of the design. SPW has designed the Bike Route and MDOT approved the plans on May 19th. The Office of Planning and Capital Programming of the Maryland Department of Transportation prepared the attached Grant Agreement.

The total estimated cost of this Project is \$52,280.00. With the City's \$19,840.00 allocation of in-kind services toward this project, bicycle safety will be improved with pavement striping for bike lanes, markings for shared bike lanes and signage along South Boulevard and Riverside Drive. The result will be enhanced bicycle circulation between downtown Salisbury and Salisbury University.

Please find attached a Resolution to sign the Grant Agreement with MDOT and to accept the Maryland Bikeways Program Grant in the amount of \$32,440.00. SPW recommends approval of the grant agreement to provide for the expansion of Salisbury's bike lane network.

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

Paul B. Mauser, E.I.
Project Engineer

Michael S. Moulds, P.E.
Director of Public Works

1 RESOLUTION NO. 2428

2
3 A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN
4 THE GRANT AGREEMENT AND ACCEPT A GRANT OF \$32,440.00 FROM MARYLAND
5 DEPARTMENT OF TRANSPORTATION MARYLAND BIKEWAYS PROGRAM FOR THE
6 PROVISION OF 1.18 MILES OF PAVEMENT MARKING AND SIGNAGE ON RIVERSIDE
7 DRIVE AND 0.37 MILES OF PAVEMENT MARKING AND SIGNAGE ON SOUTH
8 BOULEVARD NECESSARY TO CREATE A BIKE ROUTE FROM DOWNTOWN
9 SALISBURY TO SALISBURY UNIVERSITY.

10
11 WHEREAS, the Maryland Department of Transportation has a Maryland Bikeways
12 Program for making pedestrian-and-bicycle-facilities improvements; and

13
14 WHEREAS, the Maryland Department of Transportation Maryland Bikeways Program
15 provides grant funds to the City of Salisbury for use in specific areas; and

16
17 WHEREAS, Maryland Department of Transportation and the City of Salisbury have been
18 working together to improve bicycle connectivity between the Downtown Central Business
19 District and Salisbury University; and

20
21 WHEREAS, the bicycle facilities improvements to be constructed include the creation of
22 a bike route which will run along Riverside Drive from the intersection of Riverside Drive and
23 West College Avenue to the intersection of Riverside Drive and Mill Street, as well as along
24 South Boulevard from the intersection of South Boulevard and Camden Avenue to the
25 intersection of Riverside Drive and South Boulevard; providing dedicated bicycle-only lanes and
26 shared bicycle and motorized vehicle lanes; pavement marking for dedicated lanes, shared lane
27 markings for shared lanes, bicycle markings on the pavement, and bike route signage along the
28 route; and

29
30 WHEREAS, the entire estimated project cost for this segment is approximately
31 \$52,280.00;

32
33 WHEREAS, the City of Salisbury agrees to provide 37.9% of the project cost in
34 matching funds, including private contributions and/or services of actual project costs, in an
35 amount not to exceed \$19,840.00, for the pedestrian-and-bicycle-facilities improvements; and

36
37 WHEREAS, the City of Salisbury will coordinate the installation of the signage and
38 pavement marking for the bike paths and shared lanes; and

39
40 WHEREAS, Maryland Bikeways Program has awarded a grant in the amount of
41 \$32,440.00 to provide for pavement marking and signage; and

42
43 WHEREAS, the Project will enhance bicycle safety and access to the Maryland Blue
44 Crab Scenic Byway and will improve bicycle circulation in downtown Salisbury and the vicinity
45 of Salisbury University.
46

47 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury,
48 Maryland does hereby authorize the Mayor to sign the attached Grant Agreement dated
49 _____, 2014 accepting the project term and definition of matching funds, for the betterment
50 of the City and its residents, and accepts the grant of \$32,440.00 from Maryland Bikeways
51 Program to add pavement marking and signage for the Bike Route.

52
53 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
54 of the Council of the City of Salisbury held on this ____ day of _____, 2014 and is to
55 become effective immediately upon adoption.

56
57 ATTEST:

58
59

60 _____

61 Kimberly R. Nichols
62 CITY CLERK

Laura Mitchell
VICE PRESIDENT, City Council

63
64 APPROVED by me this _____

65
66 day of _____, 2014

67
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69 _____

70
71 James Ireton, Jr.
72 MAYOR, City of Salisbury

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF SALISBURY

THIS GRANT AGREEMENT executed in triplicate and entered into this _____ day of _____, 2014, by and between the Maryland Department of Transportation (“Department”) and the City of Salisbury (“Grantee”), Maryland.

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2014-2019 Consolidated Transportation Program-2014 State Report on Transportation a total of Ten Million Dollars (\$10,024,000) for the Maryland Bikeways Program (“Program”);

WHEREAS, the Department budgeted within the Program Thirty Two Thousand Four Hundred Forty Dollars (\$32,440) for bike route signage and bike lanes along Riverside Drive and South Boulevard in Salisbury, Maryland (the “Project”);

WHEREAS, the Grantee has committed Nineteen Thousand Eight Hundred Forty Dollars (\$19,840) in Grantee matching funds;

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

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

WHEREAS, the Project is a priority of the County and will enhance bicycle safety and access in Salisbury to a state designated Main Street and Sustainable Community Area;

WHEREAS, the Project is within a Priority Funding Area and is consistent with the City’s Comprehensive Plan;

WHEREAS, the Grantee has presented the Project at public meetings at which public support has been clearly documented, and the Project will include ongoing opportunities for public input;

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

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

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

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

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2008 Replacement Volume, 2011 Cum. Supp.) authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose.

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

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed Thirty Two Thousand Four Hundred Forty Dollars (\$32,440) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. Finalizing design plans;
 - b. Installing bicycle pavement markings and signage on Riverside Drive and South Boulevard;
 - c. Preparing quarterly status reports and final reports as requested by the Department; and
 - d. Contributing Grantee matching funds toward completion of the Project, which may include in-kind and/or cash contributions.
3. Notwithstanding anything to the contrary herein, if there are any cost savings on the Project, the Grantee's matching funds may be reduced.
4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

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

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

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$500,000 aggregate and \$200,000 each occurrence, and \$30,000 per person, \$60,000 per accident for bodily injury and \$15,000 for property damage for automobile liability and State of Maryland statutory limits for workman's compensation. The Grantee shall have the right to self-insure.

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

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

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

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

All invoices for payment shall include:

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

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

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

11. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or September 26, 2015, whichever is sooner.

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

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

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation

under this Agreement, shall not constitute a waiver of any claim which the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

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

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

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

15. This Agreement may be modified only by written instrument, executed by the Department and the Grantee.

16. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

26. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 18 of this Agreement, their assigns.

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

In the case of MDOT:

Ms. Kate Sylvester
7201 Corporate Center Drive
P.O. Box 548
Hanover, MD 21076

In the case of the Grantee:

Mr. Paul Mauser
Project Engineer
City of Salisbury
Department of Public Works
125 N Division Street, Suite 202
Salisbury, MD 21801

The next page is the signature page.

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

WITNESS:

**MARYLAND DEPARTMENT OF
TRANSPORTATION**

By: _____
Leif A. Dormsjo
Deputy Secretary

FUNDS AVAILABLE:

David L. Fleming, Chief Financial Officer
Office of Finance

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Assistant Attorney General
Maryland Department of Transportation

WITNESS:

CITY OF SALISBURY

By: _____

City of Salisbury



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

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SALISBURY, MARYLAND 21801
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MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

MARYLAND

To: Tom Stevenson, City Administrator
From: Mike Moulds, Director of Public Works 
Date: May 27, 2014
Re: Salisbury Bike Route – South Boulevard & Riverside Drive Bike Path

The attached ordinance creates a bike route which will run along Riverside Drive from the intersection of Riverside Drive and West College Avenue to the intersection of Riverside Drive and Mill Street, as well as along South Boulevard from the intersection of South Boulevard and Camden Avenue to the intersection of Riverside Drive and South Boulevard. The route will provide dedicated bicycle-only lanes where feasible and shared bicycle and motorized vehicle lanes where the roadway width is not sufficient for a dedicated bike lane. Public Works utilized the Manual on Uniform Traffic Control Devices (MUTCD) Chapter 9, Traffic Control for Bicycle Facilities, for the design and layout of the project. The project will install lane striping, symbols, shared lane markings and signage as per the standards and the existing roadway conditions.

Our project application to the Maryland Bikeways Program has been approved. The Maryland Department of Transportation (MDOT) has approved \$32,440 in reimbursable grant funding for Salisbury Bikeways. SPW has also created a resolution to Council allowing the Mayor to accept the MDOT grant. The funds from this grant will be used to cover the costs to create the Bike Route.

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



Paul B. Mauser, E.I.
Project Engineer



Michael S. Moulds, P.E.
Director of Public Works

ORDINANCE NO. 2298

1
2
3 AN ORDINANCE of the City of Salisbury, Maryland creating a bike route
4 which will run along Riverside Drive from the intersection of Riverside
5 Drive and West College Avenue to the intersection of Riverside Drive and
6 Mill Street, as well as along South Boulevard from the intersection of
7 South Boulevard and Camden Avenue to the intersection of Riverside
8 Drive and South Boulevard; providing dedicated bicycle-only lanes and
9 shared bicycle and motorized vehicle lanes as directed by MDMUTCD
10 Chapter 9, Traffic Control for Bicycle Facilities (MDMUTCD); installing
11 appropriate pavement markings in the form of lane striping for dedicated
12 lanes; installing shared lane markings for shared lanes; installing bicycle
13 markings on-pavement; and installing bike route signage along the route
14 per the MDMUTCD.
15

16
17 WHEREAS, the City of Salisbury desires to encourage cycling throughout the
18 City; and
19

20 WHEREAS, the proposed bicycle route will consist of a route, in both directions,
21 which will run along Riverside Drive from the intersection of Riverside Drive and
22 West College Avenue to the intersection of Riverside Drive and Mill Street, as
23 well as along South Boulevard from the intersection of South Boulevard and
24 Camden Avenue to the intersection of Riverside Drive and South Boulevard; and
25

26 WHEREAS, in order to define the dedicated bicycle lane, appropriate lane
27 striping and lane markings must be provided on the pavement; and
28

29 WHEREAS, in order to provide a bicycle route, portions of the roads must be
30 marked as shared between motorized vehicular traffic and bicycle traffic; and
31

32 WHEREAS, in order to define the portions of the roadway that are to be available
33 for usage by bicycles, appropriate shared markings will be installed on the
34 pavement; and
35

36 WHEREAS, in order to clearly define the route, appropriate signage will be
37 installed; and
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39 WHEREAS, the curb-to-curb street width on affected streets shall be unchanged
40 by the proposed bicycle route; and
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42 WHEREAS, the Director of Public Works has determined that the impact of the
43 proposed bicycle route on vehicular traffic flow will be minimal.
44
45

46 NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SALISBURY,
47 MARYLAND that a bicycle route be created, in both directions, which will run
48 along Riverside Drive from the intersection of Riverside Drive and West College
49 Avenue to the intersection of Riverside Drive and Mill Street, as well as along
50 South Boulevard from the intersection of South Boulevard and Camden Avenue
51 to the intersection of Riverside Drive and South Boulevard; that bicycles be
52 permitted to travel this route in dedicated/shared lanes; that appropriate
53 pavement markings be provided in the form of lane striping and symbols where
54 appropriate; and that signage be installed to identify the route.

55
56 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF
57 SALISBURY, MARYLAND, that this Ordinance shall take effect upon final
58 passage.

59
60 THIS ORDINANCE was introduced and read at a meeting of the Council of the
61 City of Salisbury, Maryland held on the ___ day of _____, 2014, and,
62 thereafter, a statement of the substance of the Ordinance having been published
63 as required by law, in the meantime, was finally passed by the Council on the
64 ___ day of _____, 2014.

65
66
67 ATTEST:

68
69
70 _____
71 Kimberly R. Nichols
72 CITY CLERK

Jacob R. Day
PRESIDENT, City Council

73
74
75 APPROVED BY ME THIS

76
77 _____ Day of _____, 2014

78
79
80
81 _____
82
83 James Ireton, Jr.

84
85 MAYOR, City of Salisbury

86
87