

City of Salisbury



MARYLAND

SALISBURY CITY COUNCIL WORK SESSION AGENDA

APRIL 18, 2016
COUNCIL CHAMBERS
GOVERNMENT OFFICE BUILDING

- 4:30 p.m. Accepting a Grant to Design the Fitzwater Bike Route – Mike Moulds
- 4:40 p.m. Accepting a Grant for Marina Pump Out Replacements – Mike Moulds
- 4:50 p.m. Rt. 13/Dagsboro Rd. Annexation – Bill Holland
- 5:10 p.m. Acquisition of Light Armored Vehicle – Chief Barbara Duncan
- 5:30 p.m. Motion to convene in **CLOSED SESSION** in accordance with the Annotated Code of Maryland 10-508(a)(1)

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 10-508(a).*

Posted: 4/13/16

City of Salisbury



JACOB R. DAY
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

MARYLAND

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

To: Tom Stevenson, City Administrator
From: Michael Moulds, Director of Public Works *MSM*
Date: March 28, 2016
Re: Maryland Bikeways Program Grant – Fitzwater Street Bike Route Design

In 2015, Salisbury Public Works applied for a grant from the Maryland Bikeways Program to provide assistance in designing a bike route along Fitzwater Street. The Maryland Department of Transportation (MDOT) / Office of Planning approved this grant in the amount of \$32,000. The Office of Planning and Capital Programming of the Maryland Department of Transportation prepared the attached Grant Agreement after MDOT's review and approval of the design RFP.

The Scope of Work identified within this Grant Agreement includes the design of the bike route which will run along West Main Street from Mill Street to the intersection of Fitzwater Street, along Fitzwater Street to the intersection with Parsons Road and along Parsons Road to the intersection of Pemberton Drive. The design will evaluate the feasibility of providing dedicated bicycle-only lanes versus shared bicycle and motorized vehicle lanes. The design will include preparing construction drawings that show the lane striping, lane markings, bicycle markings on-pavement, bicycle-friendly inlet grates and bike route signage. The design vendor will also be responsible for obtaining public input by presenting the design at a Bicycle and Pedestrian Advisory Committee meeting. The project will add 1.05 miles of bike lanes, and will be the first bike lane project for citizens on the west side of Salisbury.

Please find attached a Resolution to sign the Grant Agreement with MDOT and to accept the Maryland Bikeways Program Grant in the amount of \$32,000.00. The project includes an \$8,000 match of in-kind labor provided by the Public Works Department. The in-kind labor is project management and administration, and includes developing the RFP for the design services. Public Works recommends approval of the grant agreement.

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

1 RESOLUTION NO. _____

2
3 A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN
4 THE GRANT AGREEMENT AND ACCEPT A GRANT OF \$32,000.00 FROM THE
5 MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT) MARYLAND BIKEWAYS
6 PROGRAM FOR THE DESIGN OF A BIKE ROUTE ON WEST MAIN STREET,
7 FITZWATER STREET AND PARSONS ROAD.

8
9 WHEREAS, the Maryland Department of Transportation has a Maryland Bikeways
10 Program for making pedestrian-and-bicycle-facilities improvements; and

11
12 WHEREAS, the Maryland Department of Transportation Maryland Bikeways Program
13 provides grant funds to support and expedite projects that improve bicycle transportation in the
14 State; and

15
16 WHEREAS, Maryland Department of Transportation and the City of Salisbury have been
17 working together to improve bicycle connectivity throughout the City of Salisbury; and

18
19 WHEREAS, the City of Salisbury desires to design a bike route along West Main Street,
20 Fitzwater Street and Parsons Road; and

21
22 WHEREAS, Ordinance No. 2341 created the bike route along West Main Street,
23 Fitzwater Street and Parsons Road; and

24
25 WHEREAS, Maryland Bikeways Program has awarded a grant in the amount of
26 \$32,000.00 to provide for the design of the bike route along West Main Street, Fitzwater Street
27 and Parsons Road; and

28
29 WHEREAS, the Project will enhance bicycle safety and access to the Maryland Blue
30 Crab Scenic Byway and will improve bicycle circulation in Salisbury.

31
32 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury,
33 Maryland does hereby authorize the Mayor to sign the attached Grant Agreement dated
34 _____, 2016 accepting the project term and definition of matching funds, for the betterment
35 of the City and its residents, and accepts the grant of \$32,000.00 from Maryland Bikeways
36 Program to design the bike route along West Main Street, Fitzwater Street and Parsons Road.

37
38 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
39 of the Council of the City of Salisbury held on this ____ day of _____, 2016 and is to
40 become effective immediately upon adoption.

41
42 ATTEST:

43
44 _____
45 Kimberly R. Nichols
46 CITY CLERK

44 _____
45 John R. Heath
46 PRESIDENT, City Council

47

48 APPROVED by me this _____ day of _____, 2016

49

50

51 _____

52 Jacob R. Day

53 MAYOR, City of Salisbury

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF SALISBURY, MARYLAND

THIS GRANT AGREEMENT executed in triplicate and entered into this _____ day of _____, 201_, by and between the Maryland Department of Transportation (“Department”) and the City of Salisbury, Maryland (“Grantee”).

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2015-2020 Consolidated Transportation Program State Report on Transportation a total of Fifteen Million Three-Hundred Sixty-Nine Thousand Dollars (\$15,369,000) for the Maryland Bikeways Program (“Program”);

WHEREAS, the Department budgeted within the Program Thirty-Two Thousand Dollars (\$32,000) to obtain professional consulting services to prepare construction plans for adding signs and roadway striping for an improved bike route on West Main Street, Fitzwater Street, and Parsons Road in the City of Salisbury, Maryland (the “Project”);

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

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

WHEREAS, the Grantee has committed Eight Thousand Dollars (\$8,000) in Grantee matching funds;

WHEREAS, the Project will enhance bicyclist safety and access for both residents and visitors throughout Salisbury and connect to major commercial and employment clusters, recreational amenities, and residential neighborhoods;

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

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

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

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume), 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 Dollars (\$32,000) (“Grant”) to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. Completing design work for the Project;
 - b. Obtaining public input on the Project;
 - c. Preparation of quarterly status reports and final reports, as requested by the Department; and
 - d. Monitoring and supervising the compliance of all provisions in this Agreement.
3. Notwithstanding anything to the contrary herein, the Grantee’s matching funds contribution may be reduced, provided that the Grantee’s share of the costs may not be reduced below 20% of the Project cost.
4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.
5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.
6. 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 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 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 requested reimbursement amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department's receipt and approval of the invoice and accompanying certifications. The final invoice may not be paid until the Final Report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

9. 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.

10. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on September 29, 2017, whichever is sooner. At its discretion, the Department may elect to extend the term of the Grant by up to six months in consideration of unforeseen project delays.

11. 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. 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.

12. 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.

13. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the

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

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

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

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

17. 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.

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

19. 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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:

Ms. Amanda H. Pollack, P.E.
Deputy Director
City of Salisbury, Department of
Public Works
125 N. Division Street, Room 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: _____
R. Earl Lewis, Jr.
Deputy Secretary

Date: _____

FUNDS AVAILABLE:

David L. Fleming, Chief Financial Officer
Office of Finance

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

Kenneth Hulsey, Assistant Attorney General
Maryland Department of Transportation

WITNESS:

THE CITY OF SALISBURY

By: _____

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

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

JACOB R. DAY
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

Memorandum

To: Tom Stevenson, City Administrator

From: Mike Moulds, Director of Public Works 

Date: March 28, 2016

Copy:

Re: DNR Waterway Improvement Fund Grant – Salisbury Marina Sewage Pump out Replacement Project

The City has been awarded a Clean Vessel Act Program grant in the amount of \$9,685 from the Maryland Department of Natural Resources Waterway Improvement Fund. The grant will fund the replacement of the existing sewage pump out system at the Port of Salisbury Marina. The pump out system provides a marina service to boaters to be able to pump out their holding tanks.

The grant will fund 100% of the cost of the pump out system. City staff will perform the installation.

Attached is a copy of the Grant Agreement and proposed Resolution.

Should you have any questions or require any additional information, please do not hesitate to call.



RECEIVED
MAR 17 2016
SALISBURY PUBLIC WORKS
Larry Hogan, Governor

Boyd Rutherford, Lt. Governor
Mark Belton, Secretary
Joanne Throwe, Deputy Secretary

Mr. Michael Moulds
Port of Salisbury Marina
125 North Division Street, Room #202
Salisbury, MD 21801

March 14, 2016

Dear Mr. Moulds:

Thank you for submitting an application to replace the permanent pumpout unit at Port of Salisbury Marina. I am happy to approve the application (copy enclosed), and please accept this letter as approval of your plans to purchase and install a KECO 900-M34 2HP peristaltic permanent pumpout system, and pumpout accessories. The total projected cost is \$9,685.00.

The marina will be eligible for a 100% reimbursement by submitting paid invoices and proof of payments (e.g. copy of canceled checks or credit card statements) to the Maryland Department of Natural Resources.

Please notify me when the project is complete to schedule a final project inspection. In the meantime, enclosed are three blank invoice forms that you may use for the marina's reimbursements. Equipment expenses are reimbursable as you incur them (with proof of payment). Installation expenses are reimbursable only after the final project inspection has been conducted.

If you determine during the course of this project that you need to hire a contractor to help with installation, please contact me before proceeding so that our agreement can be amended. Any plumbing or electrical work must have three competitive bids from Maryland occupational and professionally licensed trades professionals; and all required permits.

As outlined in the terms and conditions, the applicant agrees to charge no more than \$5.00 per pumpout; maintain the pumpout in operating condition for a minimum of ten years; make the pumpout available to the general public during reasonable hours; and notify the Maryland Department of Natural Resources when the pumpout is out of service.

Thank you for providing pumpout service to boaters and for ensuring that your pumpout facilities are properly maintained. I can be reached at 410.260.8772 or Christie.Martinez@maryland.gov if you have any questions.

Sincerely,

Christie Martinez
Boating Services Unit

Enclosures (4)

- 1) Approved grant application copy.
- 2) Three blank reimbursement forms.

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
BOATING SERVICES UNIT
TAWES STATE OFFICE BUILDING
580 TAYLOR AVENUE E-4
ANNAPOLIS, MARYLAND 21401 pumpout@dnr.state.md.us

Date March 7, 2016

MARINE SEWAGE PUMPOUT GRANT APPLICATION

1. MARINA NAME: Port of Salisbury Marina TELEPHONE NUMBER: 410-548-3176

2. NAME & ADDRESS OF PERSON RESPONSIBLE FOR THE PROJECT:

James D. Grindle, P.E.; Senior Project Engineer

Salisbury Public Works; 125 N. Division Street, Room 202; Salisbury, MD 21801

3. MARINA'S LOCATION:

ADDRESS: 506 West Main Street; Salisbury, MD 21801

MAILING ADDRESS (IF DIFFERENT):

BODY OF WATER: Wicomico River COUNTY: Wicomico

4. DESCRIPTION OF PROJECT (NOTE: ALL MARINE SEWAGE PUMPOUT FACILITIES MUST ALSO HAVE THE CAPABILITY TO PROPERLY DISPOSE OF PORTABLE TOILET WASTE):

Replace existing sewage pumpout with a new 2 HP peristaltic pump.

PROPOSED SEWAGE DISPOSAL METHOD: PUBLIC SEWER , HOLDING TANK ,
OTHER (DESCRIBE) _____

5. NUMBER OF WET SLIPS AT MARINA: 39 TYPE & SIZE OF VESSELS TO BE SERVICED:
Motorized and Sailing Vessels up to 40 feet in length

6. PROJECT TIME FRAME: START 4/1/2016 COMPLETE 6/30/2016

7. FUNDING REQUESTED (Maximums: \$15,000, new installations \$16,000, replacements/upgrades)
\$ 9,850.00

8. NAME & ADDRESS TO APPEAR ON REIMBURSEMENT CHECK:

City of Salisbury, Maryland; c/o City of Salisbury Department of Public Works; 125 N. Division Street, Room 202

Salisbury, MD 21801 Federal I.D. # 52-6000806

9. INDIVIDUAL HAVING DAY-TO-DAY RESPONSIBILITY FOR DIRECTION & INSTALLATION OF PROJECT

NAME TBD TITLE Salisbury Public Works Utilities Phone # 410-548-3105

10. TERMS AND CONDITIONS: IN SUBMITTING THIS GRANT APPLICATION TO THE DEPARTMENT OF NATURAL RESOURCES, THE APPLICANT HEREBY ACCEPTS THE TERMS AND CONDITIONS SET FORTH AS FOLLOWS:

A. The applicant will not discriminate against any person on the basis of age, sex, handicap, race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this proposal. In addition to pumping out boat holding tanks, all facilities will have the capability to properly dispose of portable toilet waste and the pumping/dumping facility must be made available to the general public during reasonable business hours.

B. The applicant agrees to maintain the pumpout in operating condition, inclusive of necessary maintenance, for a minimum of ten years and will charge no more than \$5.00 per pumpout for the first 50 gallons and an additional ten cents per gallon for every gallon above 50 gallons. The applicant also agrees to notify the Department upon any change in the price charged for a pumpout or in its operating hours. Additionally, if the pumpout is out of service for any reason, other than severe weather, between April 15th and November 15th, the applicant will notify the Department immediately.

C. The applicant understands that he/she will own and be responsible for the pumpout. By providing financial, or other, assistance to the applicant, both the State and federal government assume no liability for the pumpout ds installation or use.

D. The applicant understands and agrees that **this is a reimbursement program** and that, upon being given approval by the Department to proceed, the applicant must pay for the purchase and installation of the facility and no reimbursement will be made for invoices that are not on a proper form and are not accompanied by suitable proofs of payment (including cancelled checks).

E. **The applicant will not purchase or install a pumpout until given specific approval by the Department to do so.** Purchasing and/or installing a facility without specific approval of the Department invalidates the grant agreement. This approval will be predicated on the following:

- the needs of the Department and the availability of funding,
- the receipt of approval to install a pumpout by the Maryland Department of the Environment (MDE),
- the submission, by the applicant, to the Department of copies of all local permits,
- the submission to the Department of a specific proposal for the applicant to purchase and install a pumpout. The proposal must include: 1) the type of equipment to be used (**more than one bid for equipment is encouraged**); 2) a site drawing showing the plans and specifications for the project; and 3) **at least three competitive bids for the installation from contractors licensed to do business in Maryland**. With prior approval, the applicant may utilize in-house labor provided State guidelines and policies are followed (please contact the Department and obtain specific information prior to incurring these expenses). Proper documentation for in-house labor (such as time cards) will be required prior to reimbursement. Clean Vessel Act Grant rules prohibit DNR from reimbursing facility owners for their time spent on the pumpout project.

F. Construction of additional slips or additional on-shore facilities is not authorized by this grant.

G. The pumpout shall be used for the collection of boat sewage only. No bilge or oily waste shall be collected in the pumpout.

H. Plans and specifications for the facility and holding tank, if applicable, shall be submitted and approved by the local Health Department prior to construction of the pumpout.

I. Sewage disposal agreements with local wastewater treatment plants, local sanitary commissions, and/or public works departments, where applicable, shall be submitted to and approved by the local Health Department prior to construction.

J. The marina owner or agent is responsible for the obtaining of and compliance with all permit and health department requirements, state and local codes and the inspection of the project to insure compliance of materials, products, and workmanship with the approved plans and specifications. Periodic inspections and a final inspection may be made by the Department to insure funds are properly spent. These inspections will not include design/engineering adequacy nor State and local code compliance as these items are the responsibility of the installer.

K. Any payment to contractors in excess of the agreed upon price must be approved by the Department prior to payment to be eligible for reimbursement.

L. The Department will provide the marina with a sign which shall be posted in a conspicuous place by the marina owner.

M. The applicant agrees that if the marina is sold, a written agreement will be obtained from the new owner (and subsequent owners) that ensures continued compliance with this agreement. The applicant also agrees that if the marina is sold or transferred, the grant funded pumpout equipment will remain at this location.

N. If the marina owner or agent ceases to maintain this location as an operational pumpout, or does not comply with the above conditions, all monies paid by the Department of Natural Resources will be reimbursed to the Department of Natural Resources by the marina owner or agent.

O. All projects must be in compliance with the Maryland Economic Growth, Resource Protection, and Planning Act of 1992 prior to the reimbursement of any State funds.

11. CERTIFICATION

As the owner of the marina or agent designated to represent this marina, I request that a grant be made available from the Clean Vessel Act and/or the Waterway Improvement Fund within the current grant limits; and that the marina owner or agent will, if necessary; (a) provide without costs to the State of Maryland, all necessary lands, easements, and rights-of-way required for construction and subsequent maintenance of the project, including an approved method for final disposition of sewage if holding tanks are used; (b) hold and save the State of Maryland free from damages that may result from the construction of the project; (c) accomplish, without liability to the State of Maryland, alterations and relocations as required in sewer, and water supply drainage, and other utility facilities; and (d) will assure that the facility will be designed and constructed for handicapped persons pursuant to Section 51, Article 78A, of the Annotated Code of Maryland.

12. It is understood and agreed by the applicant that if the pumpout installation is not complete within one year of the date of application, the application will be null and void. The applicant must then reapply, with no guarantee of acceptance into the program.

13. I certify that I have prepared this application and the above information is complete and true to the best of my knowledge.

(Signature) 

(Name) Michael S. Moulds, P.E.

(Date) March 7, 2016

(Title) Director, City of Salisbury Public Works

DEPARTMENT OF NATURAL RESOURCES - BOATING SERVICES

Approved: _____

BOATING PROGRAM IMPLEMENTATION DIVISION

Grant Officer Assigned: Christie Martinez
Telephone Number: (410) 260-8772

DNR BA 0024
DNR - (06-12)

City of Salisbury



Salisbury



2010

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

JACOB R. DAY
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

JULIA GLANZ
ASSISTANT CITY ADMINISTRATOR

MARYLAND

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

March 7, 2016

Ms. Christie Martinez
Maryland Department of Natural Resources
Boating Services
Tawes State Office Building
580 Taylor, Ave. E-4
Annapolis, MD 21401

Re: Proposal to install a new
Sewage Pumpout for
Port of Salisbury Marina
Salisbury, MD

Dear Christie;

The City of Salisbury, MD Department of Public Works proposes to purchase and install a new Keco Pump and Equipment Model 900-M34 2 HP Peristaltic Pump at the Port of Salisbury Marina Sewage Pumpout Facility. The proposed pump will replace the existing pump.

The new pump will be mounted on an existing elevated concrete pedestal at the current location of the Sewage Pumpout adjacent to the fuel pumps (see the attached drawing). The sewage will be pumped from the Sewage Pumpout through approximately 228 feet of 2" PVC pipe to a City of Salisbury Sewer Manhole located 30 feet north of the Port of Salisbury Marina Office.

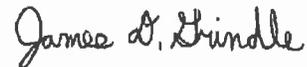
The projected cost of the proposed pump is summarized below:

Keco Pump & Equipment Model 900-M34 2 HP Peristaltic pump for \$ 9,685.

The Pumpout will be open to the general public from 7:00 am - 5:00 pm Monday- Friday and 7:00 am - 7:00 pm Saturday and Sunday.

Please do not hesitate to contact me should have any questions or concerns regarding this proposal.

Regards;



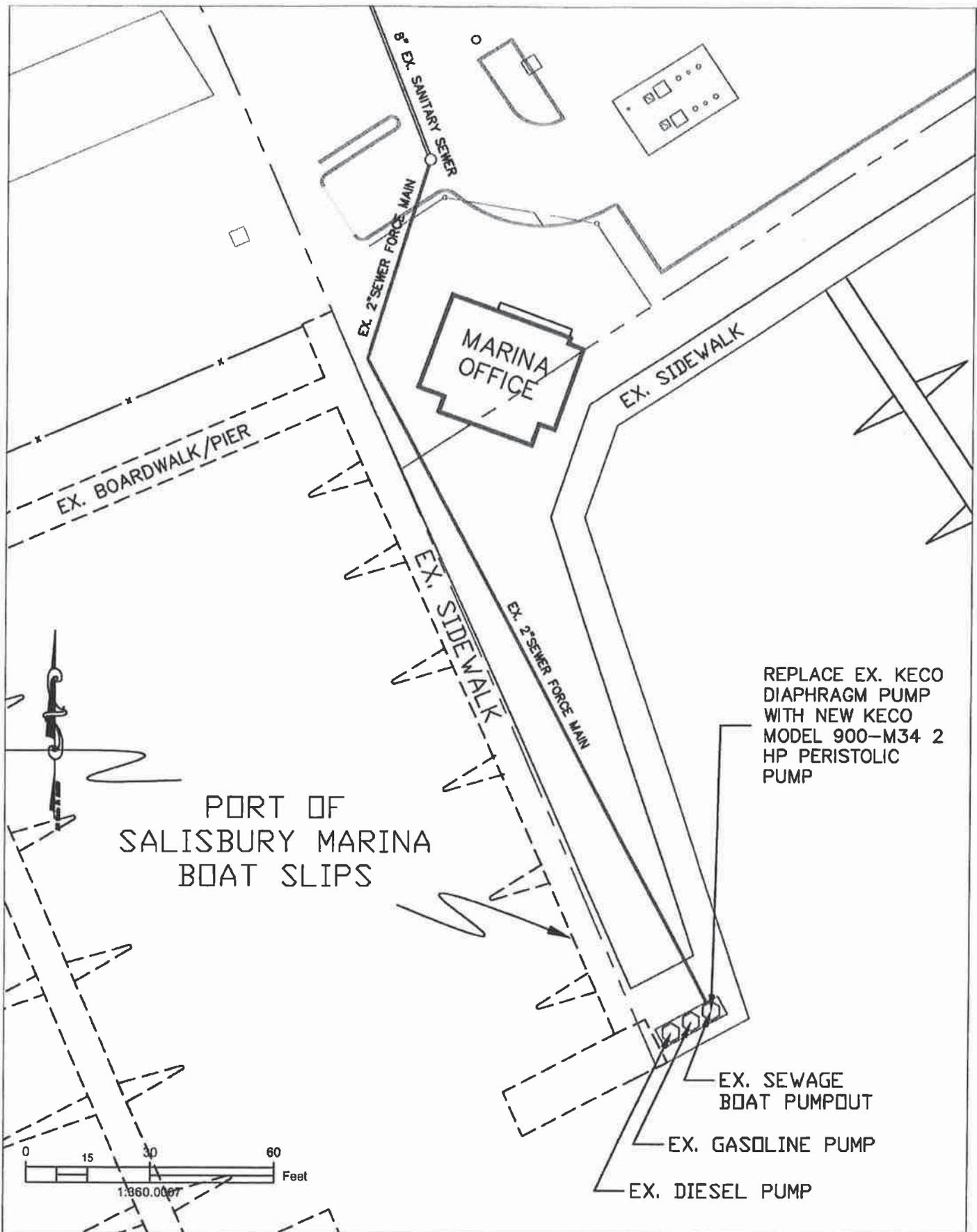
Jim Grindle, P.E.
Senior Project Engineer
Salisbury Public Works

Telephone: 410-548-3170

Facsimile: 410-548-3107

E-Mail: jgrindle@ci.salisbury.md.us

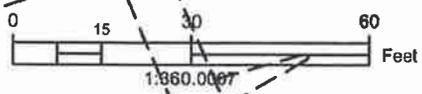
cc: Michael S. Moulds, P.E., SPW Director
Glenn Lay, Port of Salisbury Dockmaster
File Copy



REPLACE EX. KECO
DIAPHRAGM PUMP
WITH NEW KECO
MODEL 900-M34 2
HP PERISTOLIC
PUMP

PORT OF
SALISBURY MARINA
BOAT SLIPS

- EX. SEWAGE
BOAT PUMPOUT
- EX. GASOLINE PUMP
- EX. DIESEL PUMP



REPLACEMENT SEWAGE PUMPOUT FOR THE PORT OF SALISBURY MARINA

SCALE: 1" = 30'

1 RESOLUTION NO. _____

2
3 A RESOLUTION OF THE CITY OF SALISBURY MARYLAND ACCEPTING GRANT
4 FUNDS AWARDED THROUGH THE MARYLAND DEPARTMENT OF NATURAL
5 RESOURCES FROM THE CLEAN VESSEL ACT PROGRAM, WATERWAY
6 IMPROVEMENT FUND IN THE AMOUNT OF \$9,685 FOR A REPLACEMENT SEWAGE
7 PUMPOUT FACILITY AT THE PORT OF SALISBURY MARINA.

8
9 WHEREAS, the Maryland Department of Natural Resources has Grant Funds which
10 supports the development, use, and enjoyment of all waters of the State of Maryland for the
11 benefit of the general boating public; and

12
13 WHEREAS, Maryland Department of Natural Resources provides financial support to
14 local governments for capital projects and services for the boating public; and

15
16 WHEREAS, the Port of Salisbury Marina has an existing Sewage Pumpout Facility; and

17
18 WHEREAS, the City of Salisbury desires to replace the Sewage Pumpout Facility at the
19 Salisbury Marina; and

20
21 WHEREAS, the City of Salisbury will coordinate the procurement and installation of the
22 Sewage Pumpout Facility; and

23
24 WHEREAS, the project will provide improvements to benefit the general boating public
25 along the Wicomico River.

26
27 NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Salisbury,
28 Maryland does hereby accept the grant of \$9,685 from the Maryland Department of Natural
29 Resources for the replacement of the sewage pumpout station at the Port of Salisbury Marina.

30
31 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
32 of the Council of the City of Salisbury held on this ____ day of _____, 2016 and is to
33 become effective immediately upon adoption.

34
35 ATTEST:

36
37 _____
38 Kimberly R. Nichols
39 CITY CLERK

John R. Heath
PRESIDENT, City Council

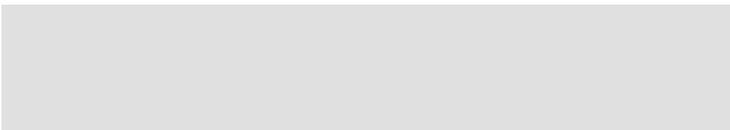
40
41 APPROVED by me this _____ day of _____, 2016

42
43
44 _____
45 Jacob R. Day
46 MAYOR, City of Salisbury

Memorandum

To: Tom Stevenson, City Administrator
CC: Julia Glanz, Assistant City Administrator
From: William T. Holland
Date: 4/13/2016
Re: Rt. 13 & Dagsboro Road Annexation

Attached are the materials for the introduction of the proposed Rt. 13 & Dagsboro Rd. annexation which is scheduled for the City Council Work Session on Monday, April 18, 2016, at 4:30 pm. Let me know if you have any questions.



Memorandum

To: Tom Stevenson, City Administrator

From: William T. Holland

Date: 4/13/2016

Re: City Council Work Session Introduction of the Rt. 13 & Dagsboro Rd. Annexation

The Department of Building, Permitting & Inspections requests the Rt. 13 & Dagsboro Rd. Annexation be placed on the City Council work session scheduled for Monday, April 18th. As part of the presentation, the City Council will be provided information related to this request, including, but not limited to the following:

- Purpose of the request;
- Consistency with applicable plans and policies;
- Overview of next steps; and
- Obtain consent of the Council to proceed with the annexation request.

Consistent with the City's 2006 Annexation Policies and Procedures, the applicant has signed the Petition for Annexation. Moreover, the annexation petitioner has paid the required annexation fee, which is based on the total acreage of the site.

The 2.38 acre site is located on the corner of north bound Rt. 13 and Dagsboro Rd. This request includes a concept development plan which includes the demolition of an existing convenience store, construction of an 18,875 sq ft retail store and other upgraded site improvements.

Attached, please find the signed annexation petition along with the current City of Salisbury Zoning Map, Wicomico County Zoning Map, copy of the concept development plan, and an aerial map of the location.

Staff is available to answer questions about this request.



BOHLERTM
ENGINEERING

18958 Coastal Highway
Suite D
Rehoboth Beach, DE 19971
PHONE 302.644.1155
FAX 302.703.3173

March 29, 2016
Via Hand Delivery

City of Salisbury
Department of Building, Permitting & Inspections
125 N. Division Street
Salisbury, MD 21801

Attention: William T. Holland
Director

RE: Annexation Petition
Proposed Commercial Site
MD Route 13 & Dagsboro Road
Map 20, Parcel 184
Wicomico County
City of Salisbury, Maryland
BEPC # DE160007

Dear Mr. Holland:

Bohler Engineer, on behalf of PTV Capital Partners Salisbury, LLC, is pleased to submit the above referenced project (located at the corner of Route 13 and Dagsboro Road) for consideration of Annexation within the City of Salisbury jurisdiction. The site measures approximately 2.51± acres, is zoned Commercial in the Wicomico County jurisdiction, is contiguous to the City of Salisbury boundary, and is currently a vacant gas station. The proposed project consists of an 18,875 ± retail store with site amenities and improvements inclusive of parking, access roadways, lighting, landscaping, utilities, and stormwater management facilities.

In regard to the City of Salisbury and Annexation Team meeting, please find enclosed the following material for your review:

- One (1) copy of the "City of Salisbury- Petition for Annexation"
- One (1) Site Plan, prepared by Hampshire, Hampshire & Andrews, Inc., dated July 23, 2012.
- One (1) Concept Development Plan, prepared by Bohler Engineering, dated March 29, 2016.
- One (1) Check payable to "City of Salisbury" in the amount of \$2,000.00



Upon your review of the above, should you have any questions or require additional information, please do not hesitate to contact this office at (302) 644-1155. Thank you.

Sincerely,

BOHLER ENGINEERING VA, LLC

A handwritten signature in black ink, appearing to read "C. Mondoro".

Christopher A. Mondoro
Asst. Project Manager

A handwritten signature in black ink, appearing to read "D. Kuklish".

David M. Kuklish, P.E.
Project Manager

cc: C. Ted Donald, PTV Capital Partners Salisbury, LLC (w/ encl.)
D. Edward Baker, PTV Capital Partners Salisbury, LLC (w/ encl.)

CAM/cl

H:\16\DE160007\Administrative\Letters\160329 - City of Salisbury -Annexation Letter.doc

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # 184

Map # 20, Grid # 24

SIGNATURE (S)

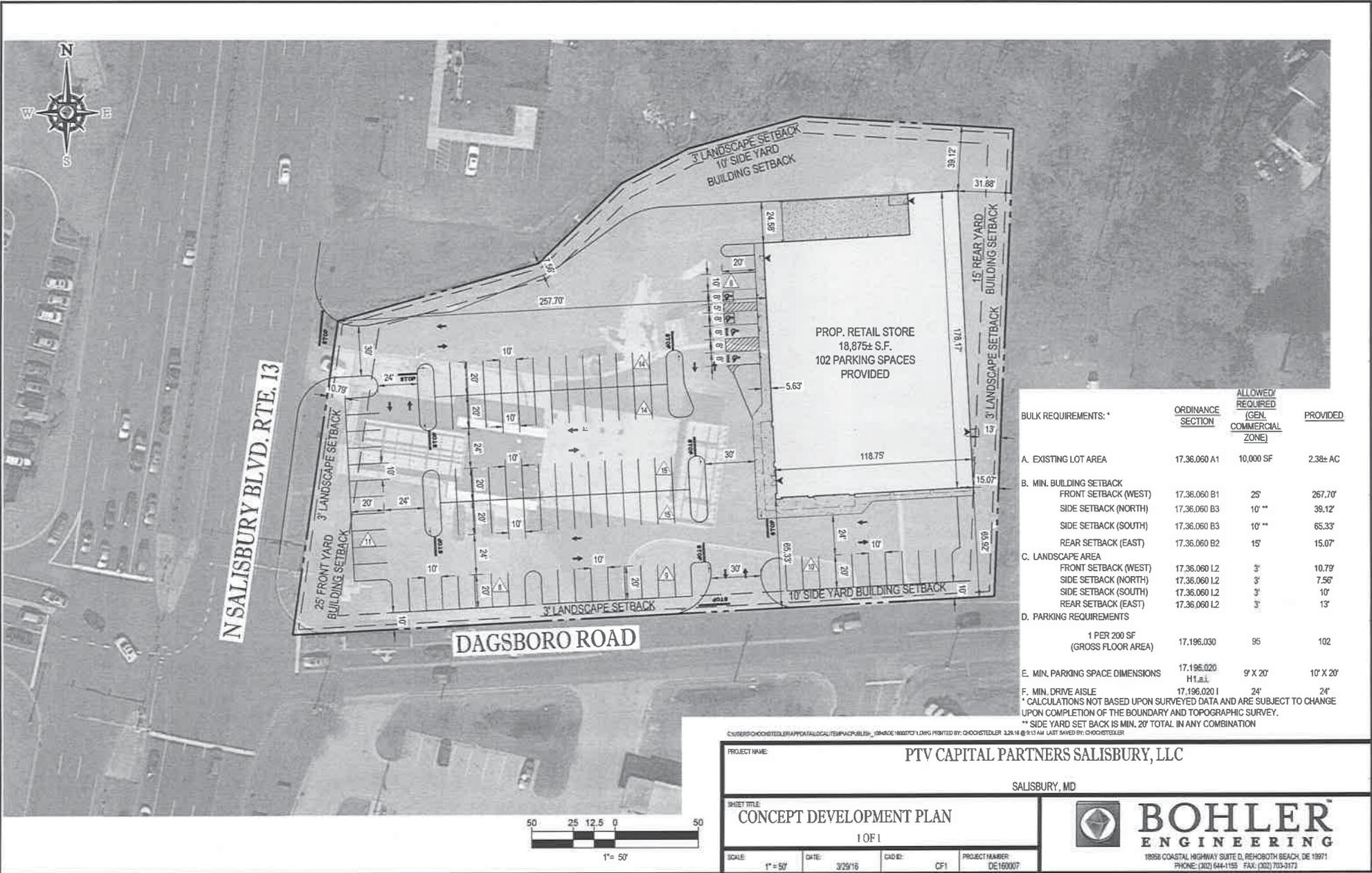


March 31, 2016
Date

Date

Date

Date



PROP. RETAIL STORE
18,875± S.F.
102 PARKING SPACES
PROVIDED

BULK REQUIREMENTS: *	ORDINANCE SECTION	ALLOWED/REQUIRED (GEN. COMMERCIAL ZONE)	PROVIDED
A. EXISTING LOT AREA	17.36.060 A1	10,000 SF	2.38± AC
B. MIN. BUILDING SETBACK			
FRONT SETBACK (WEST)	17.36.060 B1	25'	267.70'
SIDE SETBACK (NORTH)	17.36.060 B3	10' **	39.12'
SIDE SETBACK (SOUTH)	17.36.060 B3	10' **	65.33'
REAR SETBACK (EAST)	17.36.060 B2	15'	15.07'
C. LANDSCAPE AREA			
FRONT SETBACK (WEST)	17.36.060 L2	3'	10.79'
SIDE SETBACK (NORTH)	17.36.060 L2	3'	7.56'
SIDE SETBACK (SOUTH)	17.36.060 L2	3'	10'
REAR SETBACK (EAST)	17.36.060 L2	3'	13'
D. PARKING REQUIREMENTS			
1 PER 200 SF (GROSS FLOOR AREA)	17.196.030	95	102
E. MIN. PARKING SPACE DIMENSIONS	17.196.020 H1 a.i.	9' X 20'	10' X 20'
F. MIN. DRIVE AISLE	17.196.020 I	24'	24'

* CALCULATIONS NOT BASED UPON SURVEYED DATA AND ARE SUBJECT TO CHANGE UPON COMPLETION OF THE BOUNDARY AND TOPOGRAPHIC SURVEY.
** SIDE YARD SET BACK IS MIN. 20' TOTAL IN ANY COMBINATION

PROJECT NAME: PTV CAPITAL PARTNERS SALISBURY, LLC
SALISBURY, MD

SHEET TITLE: CONCEPT DEVELOPMENT PLAN
1 OF 1

SCALE: 1" = 50' DATE: 3/29/16 CAD #: CF1 PROJECT NUMBER: DE160007

BOHLER ENGINEERING
18558 COASTAL HIGHWAY SUITE D, REHOBOTH BEACH, DE 19971
PHONE: (302) 644-1155 FAX: (302) 703-2173

CITY OF SALISBURY



Salisbury Zoning

Street Numbers

Municipal Areas

CAD

Delmar

Fruitland

Hebron

Mardela

Pittsville

Salisbury

Sharptown

Willards

— Railroads

□ Parcels

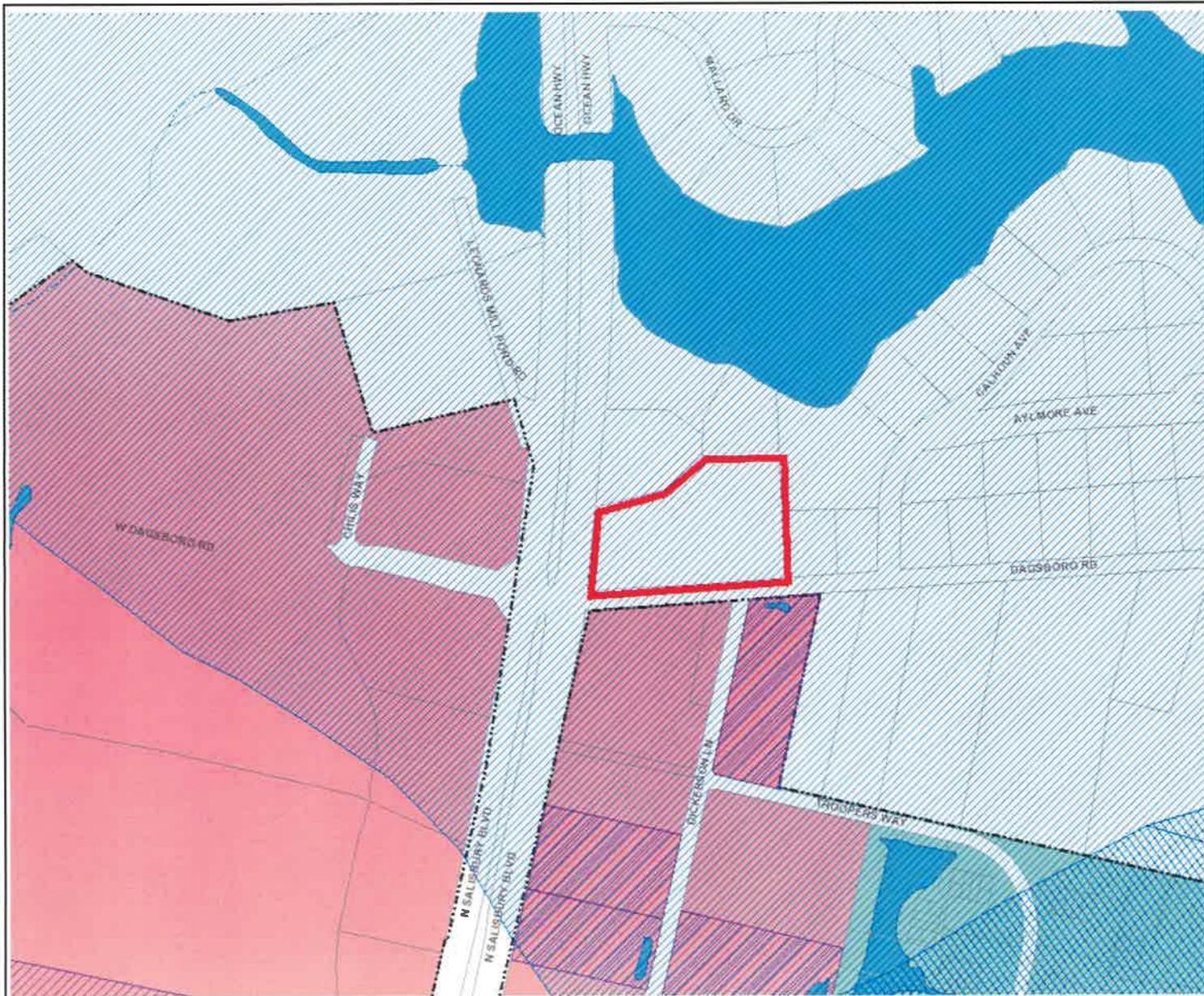
Street Centerlines

100 ft

30248 Dagsboro Road Annexation - Aerial

CITY OF SALISBURY

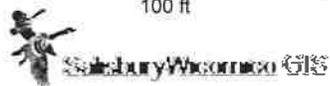
Salisbury Zoning



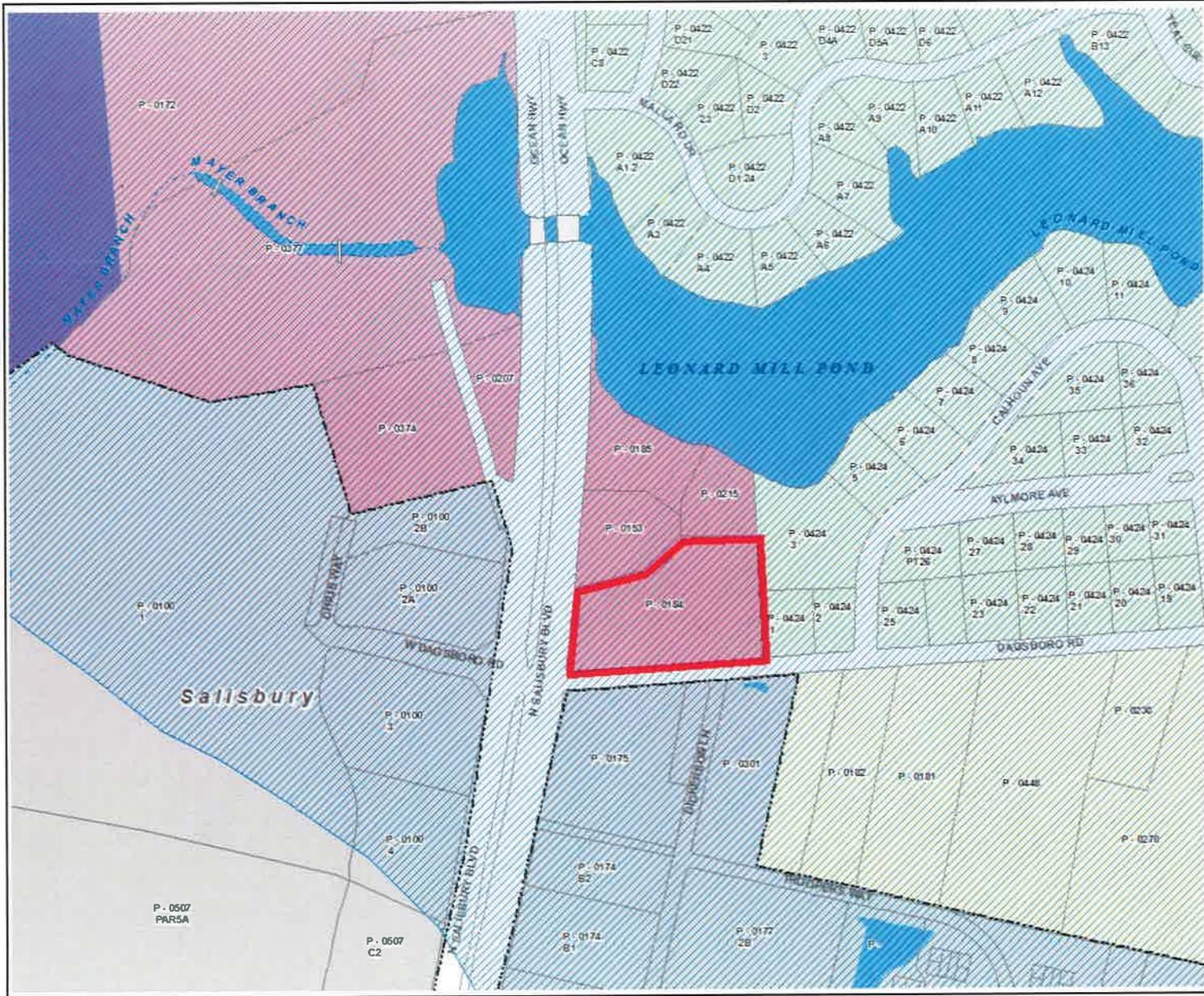
- Paleochannel
- Wellhead Protection Area
- Streams
- Water Bodies
- Street Numbers
- Salisbury BZA Cases
- Municipal Areas
 - CAD
 - Delmar
 - Fruitland
 - Hebron
 - Mardela
 - Pittsville
 - Salisbury
 - Sharptown
 - Willards
 - Railroads
 - Parcels
 - Critical Area
 - Critical Area
 - Historic Districts
 - Dist_Name
 - Camden Historic District
 - Downtown Historic District
 - Newtown Historic District
 - Salisbury Zoning
 - CITY_ZON
 - College & University
 - Conservation
 - CBD
 - LBI
 - General Commercial
 - Reg Comm
 - MUNR
 - Select Commercial
 - Hospital
 - Ind
 - Ind Park
 - L Ind
 - Neighborhood Business
 - OSH
 - OSR
 - PDD
 - PRD
 - R - 5
 - R - 5 A
 - R - 8
 - R - 8 A
 - R - 10
 - R - 10 A
 - Riverfront Redevelopment
- Street Centerlines

100 ft

30248 Dagsboro Road Annexation - Salisbury Zoning



WICOMICO COUNTY ZONING MAP



- Bridges
- Chesapeake Bay Critical Area
- Historic Districts
- Paleochannel
- Neighborhood Preservation District
- Salisbury Critical Area
- Wicomico County Boundary
- Wicomico SDE Railroads
- Wicomico SDE Airport, Runways, Taxiways
- Wicomico SDE Municipal Areas
- Wicomico BZA Activity
- Parcels
- Municipal Names**
- Street Centerlines**
- Streams**
- Display Value
 - 1
 - 2
 - 3
 - 4
 - 5
 - 6
 - 7
- Water Bodies
- Wicomico Zoning**
- A - 1 Agricultural - Rural
- Airport Business Park
- C - 1 Select Commercial
- C - 2 General Commercial
- C - 3 Regional Commercial
- CID Corporate Industrial District
- I - 1 Light Industrial
- I - 2 Heavy Industrial
- LB - 1 Light Business & Institutional
- LB - 2 Light Business & Residential
- R - 8 Residential
- R - 15 Residential
- R - 20 Residential
- R - 30 Residential
- REC Residential, Educational & Cultural
- TT Town Transitional
- VC Village Conservation
- Municipality

100 ft

30248 Dagsboro Road Annexation - Wico Co Zoning

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

March 11, 2016

TO: Mr. Tom Stevenson
FROM: Colonel David Meienschein
SUBJECT: Resolution – Acquisition of Light Armored Vehicle

In accordance with Resolution 2419, Salisbury Police Department followed the Maryland State Police processes of acquiring a Light Armored Vehicle. MSP is the point of contact agency for the Defense Reutilization Marketing Office program in the State of Maryland. The vehicle is further described as a two axle, four wheeled vehicle without tracks which is mounted on a Dodge Ram truck frame. The vehicle offers a high degree of protection for 4 personnel and an operator contained therein from gunfire and other potentially lethal projectiles. The value of the vehicle is approximately \$10,000.00.

SPD does not have a vehicle with this type of protective capability. This acquisition will be an asset for our agency and community as it will provide a greater degree of protection for our police officers in service to our community. This type of vehicle is frequently used by law enforcement tactical teams in high risk and specialized situations including but not limited to barricaded subject incidents, active assailant scenarios, hostage rescue or situations where our officers and the members of our public are exposed to violence related to gunfire.

Please refer to our current Memorandum of Understanding between DRMO 1033 program and City of Salisbury Resolution 2419.

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

A handwritten signature in black ink, appearing to read "Colonel David Meienschein".

Colonel David Meienschein
Assistant Chief of Police

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE POLICE DEPARTMENT TO ACCEPT POSSESSION OF A LIGHT ARMORED TACTICAL VEHICLE FROM THE DEFENSE REUTILIZATION MARKETING OFFICE, 1033 DRMO PROGRAM. THE VALUE OF THE VEHICLE IS APPROXIMATELY \$10,000.00.

WHEREAS, The Maryland State Police, MSP is the point agency for the DRMO Program and has authorized SPD to take possession of the Light Armored Vehicle; and

WHEREAS, In accordance with Resolution 2419 and the MOU with the Defense Reutilization Marketing Office, SPD has acquired the Light Armored Vehicle valued at approximately \$10,000.00 and will incorporate the vehicle into the fleet pending final approval of Mayor and Council; and

WHEREAS, the vehicle is further described as a two axle, four wheeled vehicle mounted on a Dodge Ram truck frame which offers a high degree of protection for 4 personnel contained therein from various gunfire and other potentially lethal projectiles; and

WHEREAS, SPD does not have a vehicle with this capability in the fleet which provides a greater degree of protection for our police officers in tactical and dangerous situations; and

WHEREAS, this class of vehicle is frequently used by law enforcement in high risk situations such as but not limited to hostage/barricade incidents; and

WHEREAS, this vehicle is of great value to police officers and public safety during high risk situations and where the deployment of this vehicle could preserve life and property and is in the best interest of public safety.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the SPD is authorized to accept and incorporate aforementioned Light Armored Vehicle into the fleet to be used in accordance with policy and in the best interest of public Safety.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on _____, 2016, and is to become effective immediately upon adoption.

ATTEST;

Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

47

48

49 APPROVED BY ME THIS:

50

51 _____ Day of _____, 2016

52

53

54

55 _____
Jacob R Day, Mayor