



CITY OF SALISBURY

115 S. Division Street, Salisbury, MD 21801

LEGISLATIVE SESSION

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

Monday, May 19, 2025 6:00 PM

D'SHAWN M. DOUGHTY
Council President

ANGELA M. BLAKE
Council Vice President

APRIL R. JACKSON
Councilwoman

MICHELE R. GREGORY
Councilwoman

SHARON C. DASHIELL
Councilwoman

CALL TO ORDER

WELCOME/ANNOUNCEMENTS/PLEDGE

INVOCATION - Pastor Mobolaji Okulate - Jesus House Eastern Shore

PROCLAMATION - Mayoral Proclamation - EMS Week (May 18 - May 24)

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

CONSENT AGENDA

- Manufacturing Exemption for equipment purchased 2022 Pepsi Bottling Ventures, LLC
- Manufacturing Exemption for equipment purchased 2023 Pepsi Bottling Ventures, LLC

AWARD OF BIDS

- Award of Bids/Tier 6 Change Order
RFP A-25-106 Hydrogeologist Services \$140,000.00 3 yr. estimate
RFP A-25-107 Financial Auditing Services \$137,500.00
ITB A-25-113 Citywide Uniforms and Facility Supplies \$135,000.00 3 yr. estimate
RFP 21-107 Paleo Water Treatment Filter Replacement - CO #3 \$10,400.00

RESOLUTIONS

- Capital Improvement Plan FY26-30
Resolution No. 3399 - adopting a Capital Improvement Plan for the five-year period beginning FY 2026 and ending FY 2030

ORDINANCES

- LGIT Reimbursement - FY25 Budget Amendment -2nd reading
Ordinance No. 2933 - approving a Budget Amendment of the FY2025 General Fund budget to appropriate funds to the Salisbury Fire Department's Operating Budget after the city has been reimbursed \$1,863.05 from insurance proceeds for repairs to the Assistant Chief's vehicle.
- Community Legacy Grant Ordinance & Agreement - Union Railway Station Stabilization Project Phase 2 - 2nd Reading
Ordinance No. 2934 - to 1) Authorize the Mayor to enter into a contract with the Department of Housing and Community Development for the purpose of accepting grant funds in the amount of \$250,000; 2) Authorize the Mayor to enter into a sub recipient agreement with Railroad Avenue Investments, LLC and 3) To approve a budget amendment to the grant fund to

appropriate the aforementioned funds to be used for eligible expenses associated with the Union Railway Station Stabilization Project.

- Funds from the Maryland State Arts Council - Presenting and Touring Grant - 1st Reading Ordinance No. 2938 - authorizing the Mayor to enter into a contract with the Maryland State Arts Council for the purpose of accepting grant funds in the amount of \$5,000 and to approve a budget amendment to the grant fund to appropriate these funds for expenses associated with strengthening collaborative efforts between Maryland-based touring artists and the Maryland Folk Festival.
- Accepting Grant Funds & Grant Agreement from Tidal Health for the REACH Grant for SWIFT/MDCN - 1st reading Ordinance No. 2939 - authorizing the Mayor to enter into a contract with Tidal Health for the purpose of accepting Sub-Granted Funds in the amount of \$74,740.00 to be used for partial salary and benefits of the SWIFT Community Paramedic.
- Accepting Grant Funds from DNR for Boat Motor - 1st reading Ordinance No. 2940 - authorizing the Mayor to enter into a contract with the Department of Natural Resources Waterway Improvement Fund (WIF) Grant for the purpose of accepting grant funds in the amount of \$2,156, and to approve a budget amendment to the grant fund to appropriate these funds for the Salisbury Fire Department
- Budget Amendment for Surplus Heart Monitor Sale - First Reading Ordinance No. 2941 - approving a budget amendment of the FY2025 general fund budget to appropriate \$6,141.38 to the Salisbury Fire Department operating budget after the City received \$6,141.38 in proceeds generated from the auction sale of surplus heart monitors.
- Budget Amendment for Surplus Radio Sale - First Reading Ordinance No. 2942 - approving a budget amendment of the FY25 general fund budget to appropriate \$18,984.60 to the Salisbury Fire Department's operating budget after the City received \$18,984.60 in proceeds generated from the auction sale of the portable radios and accessories.

PUBLIC COMMENT

ADJOURNMENT/CONVENE IN WORK SESSION

<p>City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council's meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.</p>



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Phillip Menzel, Assistant Director of Finance
Date: May 7, 2025
Subject: Manufacturing Exemption for equipment purchased 2022 Pepsi Bottling Ventures, LLC

I am recommending that Pepsi Bottling Ventures, LLC be granted exemptions from Personal Property Tax for their equipment purchased in 2022 as requested by the company. Since the request came within 2 years of the purchase of equipment, they are eligible for up to 5 years' exemption for the 2022 purchases.

Over the next five years they will benefit from this exemption by a total savings of \$12,339 in personal property tax for 2022 equipment purchases. The exemptions will be applied to City Property Tax years 2024-2028 as shown in the schedule provided herein. Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.

Attachment(s):
[Pepsi 2022 Exemption](#)

City of Salisbury
Internal Services -Finance Department
Exemption Recommendation to City Council

Company: Pepsi Bottling Ventures LLC
Address: 330 Snow Hill Road
Salisbury, MD 21804

Requested By: Brent Hutto
Date of Request: 6/7/2023

Equipment Year 2022

New Equipment Amount per Tax Return \$ 146,894

Total

\$ 146,894

Exemption Value	City Property <u>Tax Year</u>	State <u>Return</u>	Year of <u>Exemption</u>	Deprec. <u>Value</u>	Amount of <u>Exemption</u>
	2024	2023	1	132,205	3,173
	2025	2024	2	117,515	2,820
	2026	2025	3	102,826	2,468
	2027	2026	4	88,136	2,115
	2028	2027	5	73,447	1,763
Total Value of Exemption:					\$ 12,339

City of Salisbury



KEITH CORDREY
DIRECTOR INTERNAL SERVICES

MARYLAND

FINANCE DEPARTMENT

125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110
(410) 860-5154 (Fax)

SANDRA GREEN
ASSISTANT DIRECTOR INTERNAL SERVICES - ACCOUNTING

Exemption Application For Machinery and Equipment Used for Manufacturing/Research & Development

Business Name: Pepsi Bottling Ventures, LLC MD Department ID#: 212285409

Mailing Address: 4141 Park Lake Ave Suite 600

Contact Name: NBPA - Brent Hutto Phone No.: 815-319-2695

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2023.
3. Address of Manufacturing / R & D operation. 326 Snow Hill Road
2300 Goddard Park Salisbury
4. Date Manufacturing / R & D operation began in Salisbury. 9-2004
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

Additional information and requirements

All exemptions require approval by the City of Salisbury Council and receipt of exemption from Wicomico County does not mean you will automatically be granted an exemption by the City of Salisbury. The exemption that is granted is for a specific year in which equipment was purchased and can be for a term up to a maximum of 5 years. Once an exemption has been granted, a copy of the personal property tax return must be sent in for each year of the exemption. To be eligible to receive the maximum exemption term of 5 years, the application must be received within two (2) years from December 31st of the calendar year in which the equipment was purchased. A separate request must be made for each year. The application can be mailed to Finance Department, 125 North Division St., Salisbury, MD 21801-4940 or faxed to (410) 860-5154.

Preparer's Signature [Signature] Date 6-7-23

Email address bhutto@nationalbureau.com

BUSINESS PERSONAL PROPERTY RETURN OF DEPT ID# Z12285409**2023
Form 1**

Maryland2, Salisbury

348 Snow Hill Road, Salisbury, MD

5. Tools, machinery, and/or equipment used for manufacturing or research and development:

State the original cost of the property by year of acquisition. Include all fully depreciated property and property expensed under IRS rules. If this business is engaged in manufacturing / R&D, and is claiming such an exemption for the first time, a manufacturing / R&D exemption application must be submitted by September 1 or within 6 months after the date of the first assessment notice for the taxable year that includes the manufacturing / R&D property. Visit the website dat.maryland.gov for an application and additional information. If the property is located in a taxable jurisdiction, a detailed schedule by depreciation category should be included to take advantage of higher depreciation allowances.

Year Acquired	A	C	D	Year Acquired	A	C	D
2022	146,894			2018	287,954		
2021	244,206			2017	109,320		
2020	24,720			2016	140,453		
2019	61,559			2015 & Prior	6,208,057		

Describe Property in C & D above:

Category C - Vending Equipment Category D Data Processing

Total Cost

\$ 7,223,163

6. Vehicles with interchangeable Registration and/or Unregistered vehicles: (dealer, recycler, finance company, special mobile equipment, and transporter plates) and unregistered vehicles should be reported here. See specific instructions

Year Acquired	Original Cost	Year Acquired	Original Cost
2022		2020	
2021		2019 & Prior	

Total Cost

\$ NONE

7. Non-farming livestock:

Book Value \$	None	Market Value \$
---------------	------	-----------------

8. Other personal property:

File separate schedule giving a description of property, original cost and the date of acquisition.

Total Cost

\$ NONE

9. Property owned by others and used or held by the business or lessee or otherwise:

File separate schedule showing names and addresses of owners, lease number, description of property installation date and separate cost in each case.

Total Cost

\$ NONE

10. Property owned by the business, used by others as lessee or otherwise:

File separate schedule showing names and addresses of lessees, lease number, description of property, installation date and original cost by year of acquisition for each location. Schedule should group leases by county where the property is located. Manufacturer lessors should submit the retail selling price of the property not the manufacturing cost. **For additional information regarding separate schedules please see Form 1 instructions at <https://dat.maryland.gov>**

Total Cost

\$ NONE

Asset #	Asset Description	State Class Description	Acq Date (R)	Cost (O)	Filing Account
1102742	80 CARB QC	Manufacturing M&E	10/01/2022	16,981.25	Z-12285409
1102743	80 L1 AMMONIA PIPE UPGRADE	Manufacturing M&E	10/01/2022	19,457.85	Z-12285409
1102726	80 SEAMER REBUILD	Manufacturing M&E	04/16/2022	71,586.04	Z-12285409
1102723	ALUMINUM CO2 CYLINDERS (QTY 250)	Manufacturing M&E	02/19/2022	38,868.75	Z-12285409
				<u>146,893.89</u>	



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Phillip Menzel, Assistant Director of Finance
Date: May 7, 2025
Subject: Manufacturing Exemption for equipment purchased 2023 Pepsi Bottling Ventures, LLC

I am recommending that Pepsi Bottling Ventures, LLC be granted exemptions from Personal Property tax for their equipment purchased in 2023 as requested by the company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption for the 2023 purchases.

Over the next five years they will benefit from this exemption by a total savings of \$8,767 in personal property tax for 2023 equipment purchases. The exemptions will be applied to City Property Tax years 2025-2029 as shown in the schedule provided herein. Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.

Attachment(s):
[Pepsi 2023 Exemption](#)

City of Salisbury
Internal Services -Finance Department
Exemption Recommendation to City Council

Company: Pepsi Bottling Ventures LLC
Address: 330 Snow Hill Road
Salisbury, MD 21804

Requested By: Brent Hutto
Date of Request: 6/5/2024

Equipment Year 2023

New Equipment Amount per Tax Return \$ 104,364

Total

\$ 104,364

Exemption Value	City Property <u>Tax Year</u>	State <u>Return</u>	Year of <u>Exemption</u>	Deprec. <u>Value</u>	Amount of <u>Exemption</u>
	2025	2024	1	93,927	2,254
	2026	2025	2	83,491	2,004
	2027	2026	3	73,055	1,753
	2028	2027	4	62,618	1,503
	2029	2028	5	52,182	1,252
Total Value of Exemption:					\$ 8,767

City of Salisbury



KEITH CORDREY
DIRECTOR INTERNAL SERVICES

MARYLAND

FINANCE DEPARTMENT

125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110
(410) 860-5154 (Fax)

SANDRA GREEN
ASSISTANT DIRECTOR INTERNAL SERVICES - ACCOUNTING

Exemption Application For Machinery and Equipment Used for Manufacturing/Research & Development

Business Name: Pepsi Bottling Ventures, LLC MD Department ID#: 212285409
Mailing Address: 4141 Park Lake Ave Suite 600
Naleish, NC 27612
Contact Name: UBPA - Brent Hutto Phone No.: 815-319-2690

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2023. Return as of 1-1-24
3. Address of Manufacturing / R & D operation. 326 Snow Hill Rd Salisbury, MD
4. Date Manufacturing / R & D operation began in Salisbury. 9-2004
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

Additional information and requirements

All exemptions require approval by the City of Salisbury Council and receipt of exemption from Wicomico County does not mean you will automatically be granted an exemption by the City of Salisbury. The exemption that is granted is for a specific year in which equipment was purchased and can be for a term up to a maximum of 5 years. Once an exemption has been granted, a copy of the personal property tax return must be sent in for each year of the exemption. To be eligible to receive the maximum exemption term of 5 years, the application must be received within two (2) years from December 31st of the calendar year in which the equipment was purchased. A separate request must be made for each year. The application can be mailed to Finance Department, 125 North Division St., Salisbury, MD 21801-4940 or faxed to (410) 860-5154.

Preparer's Signature Brent Hutto Date 6-5-24

Email address bhutto@nationalbureau.com



BUSINESS ENTITY ANNUAL REPORT (FORM 1)

File online at BusinessExpress.Maryland.gov or send this fillable form and payment to:
Maryland Department of Assessments and Taxation, P.O. BOX 17052, BALTIMORE, MARYLAND 21297-1052

Do not send this form via email nor fax. Do not send multiple businesses in the same envelope. Mailed forms must be typed using this fillable form.
Do not make any handwritten changes, corrections or additions to the data, or the form after it is printed, except your original signature and date.

2024

Form 1

Due: April 15, 2024

Page 4

Maryland2, Salisbury

348 Snow Hill Road, Salisbury, MD

Address, include City or Town, County and Zip Code

5. For all assets that you have as of January 1, 2024:
Provide the original cost by year of acquisition for any **tools, machinery, and/or equipment used for manufacturing or research & development** that you are actively using. See instructions for important information.

	Category A	Category C	Category D	Total Cost
Acquired in 2023	104,364			104,364
Acquired in 2022	146,894			146,894
Acquired in 2021	244,206			244,206
Acquired in 2020	24,720			24,720
Acquired in 2019	61,559			61,559
Acquired in 2018	287,954			287,954
Acquired in 2017	109,320			109,320
Acquired in 2016 & Prior	6,348,510			6,348,510
Totals	7,327,527			7,327,527

Describe property identified in C and D above:

Category C is Vending Equipment - An excel list of addressed will be provided when the state processes D-Data Processing

6. For All assets that you have as of January 1, 2024:
Provide the original cost by year of acquisitions for any **vehicles with interchangeable registration and/or unregistered vehicles** that you are actively using.

Acquired in 2023	
Acquired in 2022	
Acquired in 2021	
Acquired in 2020 & Prior	
Totals	NONE

Report all dealer, recycler, finance company, special mobile equipment, transporter plates, and unregistered vehicles.

7. For non-farming livestock that you have as of January 1, 2024:

Book Value	\$	NONE
Market Value	\$	

8. Other personal property:

File separate schedule giving a description of property, original cost and the date of acquisition.

Total Cost:
\$ NONE

9. Property owned by others and used or held by the business as lessee or otherwise:
File separate schedule showing names and addresses of owners, lease number, description of property installation date and separate cost in each case.

Total Cost:
\$ NONE

10. Property owned by the business, used by others as Lessee or otherwise:
File separate schedule showing names and addresses of lessees, lease number, description of installation date and original cost by year of acquisition for each location. The schedule should group leases by county where the property is located. Manufacturer lessors should submit the retail selling price of the property not the manufacturing cost.

Total Cost:
\$ NONE

Asset #	Asset Description	State Class Description	Acq Date (R)	Cost (O)	Filing Account
1102782	SHR - QC SEAM INSPECTION EQUIPMENT	Manufacturing M&E	12/30/2023	43,260.92	Z-12285409
1102777	SHR - RO pH ADJUSTMENT	Manufacturing M&E	10/07/2023	35,785.00	Z-12285409
1102754	SHR PRINTING SYSTEM	Manufacturing M&E	04/22/2023	25,317.89	Z-12285409
				<u>104,363.81</u>	



COUNCIL AGENDA – Department of Procurement

May 19, 2025

Award of Bid(s)

- | | |
|---|------------------------------|
| 1. RFP A-25-106 Hydrogeologist Services | \$ 140,000.00 3 yr. estimate |
| 2. RFP A-25-107 Financial Auditing Services | \$ 137,500.00 |
| 3. ITB A-25-113 Citywide Uniforms and Facility Supplies | \$ 135,000.00 3 yr. estimate |

Approval of Tier 6 Change Order

- | | |
|--|--------------|
| 1. RFP 21-107 Paleo Water Treatment Filter Replacement – CO #3 | \$ 10,400.00 |
|--|--------------|



MEMORANDUM

TO: Andy Kitzrow
FROM: Jennifer Miller, Director of Procurement
SUBJECT: Award of Bid and/or Declaration of Surplus
DATE: May 8, 2025

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

RFP A-25-106 Hydrogeologist Services

- Department: Water Works
- Scope of Work: Provide comprehensive hydrogeological services related to the City's wells and water infrastructure.
- Proposal date: 02/13/2025
- Proposal opening: 03/18/25
- Total proposals received: 2
 - WSP USA Inc. – 96.67 pts
 - Earth Data Incorporated – 82.66 pts
- Highest ranked responsive and responsible vendor:
 - WSP USA Inc. (Richmond, VA) – 96.67 pts
- Cost: \$140,000.00 (3 yr. estimate)
- GL Account: 97010-513020-50031 Restore Park Well Field
- Notes:
 - The contract includes a renewal clause: "The City reserves the right to renew all or portions of this contract with the same prices, terms and conditions as the original contract for two (2) one-year terms, contingent upon mutual agreement between the City and the supplier."



RFP A-25-107 Financial Auditing Services

- Department: Finance
- Scope of Work: Provide professional financial auditing services for fiscal years 2025 through 2028.
- Proposal date: 02/13/25
- Proposal opening: 03/17/25
- Total proposals received: 5
 - SB & Company, LLC 92.67 pts.
 - Barbacane Thornton & Company 84.18 pts.
 - CLA 74.60 pts.
 - UHY LLP 67.28 pts.
 - SC & H Attest Services 64.95pts.
- Highest ranked responsive and responsible vendor:
 - SB & Company, LLC (Owings Mills, MD)
- Cost: \$137,500
- GL Account(s): Varies by department

ITB A-25-113 Citywide Uniforms and Facility Supplies

- Department: Citywide (Field Operations, Wastewater Treatment Plant, and Utilities)
- Scope of Services: Provide for the purchasing or rental of various uniform garments and facility supplies to multiple City departments.
- Cooperative contract & vendor information:
 - Sourcwell Contract #011124-UFC
 - Vendor: Unifirst Corporation and/or UniFirst Holdings, Inc. d/b/a UniFirst and/or UniFirst Canada LTD
 - Contract Maturity Date: 03/25/2028
 - Contract Term: 3 years (June 2025 through June 2028 with renewal potential to 2031)
- Cost: \$ 135,000 (3 yr. estimate)
- GL Account(s): Varies by department
- Notes:
 - Purchasing authority per City of Salisbury Charter § SC 16-3 General Policy of Competitive Bidding, Exceptions, which states that competitive bidding is not necessary or appropriate in the following circumstances:
 - A.(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.
 - As a service cooperative, Sourcwell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21
 - The City of Salisbury is a Participating Agency, Account # 2425



City of Salisbury

RFP 21-107 Paleo Water Treatment Filter Replacement – Change Order #3

- Department: Water Works
- Original Scope of Work: Replacement of existing green sand pressure filters and designing a building addition to house the new fixtures.
- Original bid date: 04/30/21
- Original date of award: 08/05/21
- Original contract value: \$296,737.00
- New contract value w/Change Order: \$766,737.00
- Vendor: GHD, Inc. (Pasadena, CA)
- Change Order details:
 - Description: Project management for bench-scale testing for PFAS removal at Paleo Water Treatment Plant.
 - Cost: \$10,400.00
 - GL Account(s): 97030-513026-50052 PFAS Study and Treatment Park Plant



To: Jennifer Miller, Director of Procurement
From: Cori Cameron, Director of Water Works
Date: May 8, 2025

RE: Recommendation of Award RFP A-25-106

Salisbury Department of Water Works supported a request for proposals for Hydrogeologist Services on 2/13/25. The Services include but are not limited to assisting with the Park and Paleo well field rehabilitations, well design, hydraulic calculations and flow models for well fields and aquifers, permit submittals, construction administration and inspection.

Two bids were received and opened on 3/18/2025 WSP USA INC and Earth Data Incorporated. Both bids were responsive and acceptable. The Department of Water Works had a team of three evaluate both bids. Final scores came in with WSP USA INC receiving 96.67 points and Earth Data Inc receiving 82.66 points.

The Department of Water Works would like to award the bid to WSP USA INC. The vendor has worked with our department in the past and we have been very pleased with their services.

Department of Water Works
2322 Scenic Dr. Salisbury, MD 21801
ph: 410-548-3185 fax: 410-334-3035
www.salisbury.md



City of Salisbury

To: Jennifer Miller, Director of Procurement
From: Sandra Green, Director of Finance
Subject: RFP A-25-107 Financial Auditing Services
Date: May 8, 2025

Under RFP A-25-107, the Procurement Department requested proposals for financial auditing services for four fiscal years ending June 30, 2025 through 2028.

Five firms responded to the RFP. The categories of focus included:

- Experience and qualifications of the vendor and team
- Past performance and references
- Price and billable rates

The five firms that responded were:

- Barbacane Thornton & Company
- CLA
- SB & Company, LLC
- SC & H Attest Services
- UHY LLP

Finance is recommending that the award be given to SB & Company, LLC. SB & Company, LLC was founded in 2005 and is a minority business with headquarters in Owings Mills, Maryland. The firm has nine partners, one principal, and eighty professionals. The firm has less than a 10% turnover rate, with eight staff being assigned to the audit engagement. 53% of their clientele represents government clients, including other local municipalities such as the Town of Ocean City and the City of Hagerstown.

Over the course of the 4-year term, the financial auditing services will be a cost to the City of \$137,500, which is an average cost of approximately \$35,000 per year. The City's current cost is approximately \$65,000 per year. This will be a cost savings of \$30,000 per year and \$120,000 over the course of the 4-year term.



MEMORANDUM

TO: Jennifer Miller, Director of Procurement

FROM: Cori Cameron, Director of Water Works

SUBJECT: Change order 3 for RFP 21-107 Paleo Filter Replacement Design

DATE: May 2, 2025

The Department of Water Works is initiating a third change order to RFP-21-107 for the Paleo Filter Replacement Design. A change order is required for project management services related to rapid bench-scale testing of the City of Salisbury Paleo Water Treatment Plant raw and treated water samples to investigate the effectiveness of removal of PFAS chemicals from the Paleo WTP raw and treated waters using granular activated carbon (GAC). The current Paleo Filter Replacement Design project includes the design of a GAC system for PFAS removal, using a 10 minute empty bed contact time (EBCT). The purpose of the proposed bench scale testing is to evaluate the effectiveness of GAC on the raw and treated water at Paleo WTP. The bench scale testing will be performed under similar water quality conditions experienced at Paleo WTP.

For the third change order, the change order task includes: Project management for bench scale testing for PFAS removal at Paleo Water Treatment Plant. This change order is subsequent from the second change order for RFP 21-107, where the quote and pricing for project management services was overlooked. This change order is necessary for the Paleo Filter Replacement Design project to continue the current objective of planning, designing, and installing treatment for PFAS removal from our water supply.

**TIER 6 CHANGE ORDER**

Original PO \$100,000.01+
Cumulative Increase ≥ 20.01%

Contract #: RFP 21-107
Contract Name: Paleo Water Treatment Filter Replacement
Change Order #: 3
P.O. #: 2220111
Initiation Date: 04/01/2025
Contract Date: 08/05/2021
Account #: 97030-513026-50052

TO: GHD, Inc.
Dept LA 23922
Pasadena, CA 91185-3922

The Vendor is directed to make the following changes in this contract:

A. Project management for bench scale testing for PFAS removal at Paleo Water Treatment Plant.

The Vendor's signature indicates their agreement herewith, including any adjustment in the Contract Sum or Contract Time. The terms and conditions of the original contract shall prevail; no other terms and conditions accompanying this Charge Order shall be valid or enforceable unless specifically acknowledged by a written contract amendment issued by the City of Salisbury. This Change Order is not valid until signed by all parties indicated below.

- | | |
|--|----------------------|
| 1. The original Contract Sum was: | \$296,737.00 |
| 2. The net change from previously authorized Change Orders was: | \$459,600.00 |
| 3. The Cumulative Contract Sum prior to this Change Order is (#1 + #2): | \$756,337.00 |
| 4. The total amount of this Change Order is: | \$10,400.00 |
| 5. Therefore, the new Cumulative Contract Sum is (#3 + #4): | \$766,737.00 |
| 6. Therefore, the Cumulative (Increase) (Decrease) is $[(\#5 - \#1) / \#1 * 100]$: | 158.4% |
| 7. The Contract Time will (increase by) (decrease by) (remain unchanged): | (1220) calendar days |
| 8. The date of Substantial Completion (is revised to) (remains as): | 03/01/2027 |
| 9. The date of Final Acceptance (is revised to) (remains as): | 03/01/2027 |

AUTHORIZED:

<u>Printed Name</u>	<u>Title</u>	<u>Signature</u>	<u>Date</u>
Cori Cameron	Director of Water Works	<i>Cori Cameron</i>	5/2/25
Jennifer Miller, NIGP-CPP, CPPO, CPPB	Director of Procurement		
Sandra Green	Director of Finance		
Andy Kitzrow	City Administrator		
Randolph Taylor	Mayor		
Ashley Bosche	City Solicitor		
D'Shawn Doughty	President, City Council		

VENDOR ACKNOWLEDGEMENT:

<u>Printed Name</u>	<u>Title</u>	<u>Signature</u>	<u>Date</u>



City of Salisbury

Memo

To: All City Council Members
From: Andy Kitzrow, City Administrator
Date: May 13, 2025
Subject: Capital Improvement Plan FY26-30

The Capital Improvement Program (CIP) is the tool that allows Salisbury's decision makers to plan how, when and where future improvements should be made. The document itself is a snapshot into the next five years of existing and anticipated capital needs and the funding needed to make them a reality. The CIP is presented annually to the City Council for approval. As the CIP is a financial and resource planning tool, it does not represent final budgets for any projects or indicate there is a commitment to proceed with the project. When the City is ready to undertake a project, it will be incorporated into the annual budget. Enclosed is the CIP for Fiscal Year 2026 through Fiscal Year 2030.

Attachment(s):
[CIP FY26-30](#)
[Resolution No. 3399](#)



CAPITAL IMPROVEMENT PLAN

Fiscal Year 2026 - 2030



City of Salisbury, MD



About the CIP

Salisbury's capital assets are the physical foundation of our service delivery. The City owns and maintains a variety of facilities, ranging from recreational assets like the city parks to public buildings like the Government Office Building. The City owns and maintains an expansive network of infrastructure, including many miles of streets, a growing storm water system, water system, water storage tanks, and miles of sewer lines. The City owns a fleet of vehicles and inventory of equipment ranging from a police communication system to mowers and tractors for maintaining Salisbury's rights-of-way. Like many other cities, Salisbury is faced with the challenge of providing an ever-increasing number of services and facilities, while being sensitive to the reality of limited financial resources. The improvement of streets, recreation facilities, public safety facilities and services must not only keep pace with the growing population, but should also match the level of quality that Salisbury's citizens have come to expect and appreciate. It is essential that the city has a comprehensive approach, not only in planning for future assets, but also for maintaining and replacing its current inventory. A long-range plan for funding these expenditures is vital, as decisions about investments in these assets affect the availability and quality of most government services.

Capital Planning

The Capital Improvement Program (CIP) is the tool that allows Salisbury's decision makers to plan how, when and where future improvements should be made. The document itself is a snapshot into the next five years of existing and anticipated capital needs and the funding needed to make them a reality.

Salisbury's Capital Improvement Policy

A CIP covering a five-year period is developed, reviewed and updated annually. To be considered in the CIP, a project should have an estimated cost of at least \$25,000. Projects are not combined to meet the minimum standard unless they are dependent upon each other. Items that are operating expenses, such as maintenance agreements and personal computer software upgrades, are not considered within the CIP. The City identifies the estimated costs and potential funding sources for each capital project prior to inclusion in the CIP. The operating costs to maintain capital projects are considered prior to the decision to undertake the projects. Each project is scored and ranked according to specific criteria.



About the CIP

Capital projects and capital asset purchases will receive a higher priority based on conformance with the following criteria (in no particular order):

- There are grant funds available
- It will eliminate hazards and improve public safety
- There are prior commitments
- It replaces an asset lost to disaster or damage
- Project implementation is feasible
- It is not harmful to the environment
- It conforms to and/or advances the City's goals and plans
- It assists with the implementation of departmental goals and policies
- It provides cultural, aesthetic and/or recreational value
- It is a mandatory project
- It is a maintenance project based on approved replacement schedules
- It will improve efficiency
- It is mandated by policy
- It lengthens the expected useful life of a current asset
- It has a positive effect on operation and maintenance costs

The CIP is presented annually to the City Council for approval. As the CIP is a financial and resource planning tool, it does not represent final budgets for any projects or indicate there is a commitment to proceed with the project. When the City is ready to undertake a project, it will be incorporated into the annual budget.

Development of the CIP

Many projects are the recommendation of citizens, Council Members and staff. Department Heads review their projects and rank the projects in order to prioritize them. Revenue available for capital improvements are not sufficient to fund all improvement opportunities. In order for the Capital Improvement Plan to be realistic, the following framework is used as a guide to determine the level of funding by year:

General Fund Revenues

Based on current operating budgets, the City has set \$1,100,000 as an annual target for the use of General Fund Revenues as a funding source in this Capital Improvement Plan.

Bond Debt

The funding level by year for projects from Bond Debt is influenced by the debt service guidelines included in the City's Financial Policy.

Leases

No set threshold amount for leases is incorporated. Leases are often appropriate as a funding source where a department has sufficient fall off of existing payments resulting in no additional increase of operating expense.

Summary By Program

Program	FY 26	FY 27	FY 28	FY 29	FY 30	Total
General Fund						
General Government						
Government Office Building	200,000	310,000				510,000
Housing and Community Development				50,000	2,000,000	2,050,000
Arts, Business & Culture						
Zoo	904,000	500,000	6,200,000	200,000		7,804,000
Poplar Hill Mansion	150,000		125,000			275,000
Events	60,000					60,000
Field Operations						
General Projects	650,000	1,500,000		700,000		2,850,000
Energy Upgrades Misc			100,000			100,000
Equipment	187,000					187,000
Parks	192,500	1,500,000	1,500,000			3,192,500
Traffic Control						
Vehicles	550,000	1,050,000	1,077,500	1,374,000	965,000	5,016,500
Information Services						
GIS						
IT	75,000	50,000	275,000		75,000	475,000
Infrastructure & Development						
General Projects	400,000	3,785,000	1,925,000	1,208,000	3,340,000	10,658,000
Bridge Maintenance	3,800,000			3,000,000		6,800,000
New Streets	400,000	1,100,000	810,000	3,430,000	400,000	6,140,000
Transportation	1,375,000	1,375,000	1,475,000	2,675,000	1,575,000	8,475,000
Public Safety						
Fire	2,175,851	3,236,942	3,832,171	2,013,000	4,545,000	15,802,964
Police	1,079,000	1,929,000	1,229,000	1,779,000	725,000	6,741,000
General Capital Projects	12,198,351	16,335,942	18,548,671	16,429,000	13,625,000	77,136,964
Water & Sewer Fund						
Water Production Maintenance	9,810,100	17,982,700	30,925,000	7,525,000	2,525,000	68,767,800
Water Distribution Maintenance	1,176,787	675,000	1,000,000	850,000	1,800,000	5,501,787
Wastewater Collection Maintenance	235,000	175,000	175,000	175,000	175,000	935,000
Treat Wastewater	1,750,000	5,710,000	1,060,000	9,210,000	480,000	18,210,000
Total	12,971,887	24,542,700	33,160,000	17,760,000	4,980,000	93,414,587
Parking Authority Fund						
Total						
Marina Fund						
Total						
Stormwater						
Field Operations	60,000	60,000				120,000
Infrastructure	200,000	200,000	235,000	235,000	200,000	1,070,000
Total	260,000	260,000	235,000	235,000	200,000	1,190,000
Grand Total	25,430,238	41,138,642	51,943,671	34,424,000	18,805,000	171,741,551

Source of Funding

Department	Item Description	FY 26	FY 27	FY 28	FY 29	FY 30	Total
General Fund							
General Revenues							
Arts, Business & Culture	Stage Production w/ Stage Risers	60,000					60,000
Field Operations	Energy Upgrades Misc			100,000			100,000
Field Operations	Woodcock Park - Playground Equipment (10% match)	17,500					17,500
Fire	Ballistic Vest Armored Plate Replacement			46,250			46,250
Government Office Building	Repaving and Striping of Parking Lot 9		60,000				60,000
Government Office Building	Exterior Waterproofing and Window Replacement	25,000					25,000
Information Services	Munis Database Realignment		50,000				50,000
Information Services	Website Redesign			75,000			75,000
Information Services	IS Building and Property Improvements	75,000					75,000
Infrastructure & Development	Mill Street Bridge Rehabilitation	60,000					60,000
Infrastructure & Development	Vision Zero Program	75,000	75,000	75,000	75,000	75,000	375,000
Infrastructure & Development	Beaglin Park Dam Improvements	100,000				40,000	140,000
Infrastructure & Development	Street Reconstruction (Milling and Paving)	900,000	900,000	900,000	900,000	900,000	4,500,000
Infrastructure & Development	Surface Maintenance (Crack Sealing, Microsurfacing)	250,000	250,000	250,000	250,000	250,000	1,250,000
Infrastructure & Development	Concrete Program (Curb, Gutter and Sidewalk)	150,000	150,000	150,000	150,000	150,000	750,000
Grant							
Arts, Business & Culture	Andean Bear Exhibit Build Phase I			1,500,000			1,500,000
Field Operations	Woodcock Park - Playground Equipment	175,000					175,000
Field Operations	Riverwalk Community Park and Playground	-	1,000,000	1,500,000			2,500,000
Field Operations	Tire Recycling Center	500,000					500,000
Fire	AED's and Heart Monitors	54,124					54,124
Housing & Community Development	West Salisbury Community Center				50,000	2,000,000	2,050,000
Infrastructure & Development	North Prong Park Improvements	300,000	400,000	400,000	400,000		1,500,000
Infrastructure & Development	Naylor Mill Road Bridge Replacement	2,800,000					2,800,000
Infrastructure & Development	Mill Street Bridge Rehabilitation	240,000			2,400,000		2,640,000
Infrastructure & Development	Stream Restoration along Beaverdam Creek		300,000	300,000			600,000
Infrastructure & Development	Rail Trail Master Plan Implementation		-		500,000		500,000
Bonded Debt							
Arts, Business & Culture	Andean Bear Exhibit Build Phase I			1,500,000			1,500,000
Arts, Business & Culture	Exhibit/Facility Improvements AZA Reaccreditation	500,000					500,000
Arts, Business & Culture	Poplar Hill Building Improvements (Shutter, HVAC, Siding)	150,000					150,000
Arts, Business & Culture	Grounds Beautification (Retaining Wall, Patio)			125,000			125,000
Field Operations	Salt Barn	-			700,000		700,000
Field Operations	Riverwalk Community Park and Playground		500,000				500,000
Field Operations	Tire Recycling Center	150,000	1,500,000				1,650,000
Fire	Public Safety Building			400,000		4,500,000	4,900,000
Fire	Radio Paging System Replacement	250,000					250,000
Fire	Apparatus Replacement - Ladder Truck			1,850,000			1,850,000
Fire	Apparatus Replacement - Tower Replacement				1,850,000		1,850,000
Fire	AED's and Heart Monitors	182,672					182,672
Fire	Station #1 Annex Remodel		360,000				360,000
Fire	Apparatus Replacement - Engine (2)	1,344,121		1,344,121			2,688,242
Government Office Building	Energy Efficiency Improvements		250,000				250,000
Government Office Building	Replacement of HVAC Chiller	175,000					175,000
Information Services	Munis Database Realignment			200,000			200,000
Information Services	Phase 1 HCI Server Replacement					75,000	75,000
Infrastructure & Development	Urban Greenway Improvements to design East Main St				150,000	800,000	950,000
Infrastructure & Development	Beaverdam Creek Bulkhead Replacement		250,000			2,500,000	2,750,000
Infrastructure & Development	North Prong Park Improvements		350,000	550,000	550,000		1,450,000
Infrastructure & Development	Northwood and Brewington Branch Culvert		650,000				650,000
Infrastructure & Development	Environmental Assessment and Remediation		650,000				650,000
Infrastructure & Development	Naylor Mill Road Bridge Replacement	700,000					700,000
Infrastructure & Development	Georgia Avenue Utilities and Street			80,000	600,000		680,000
Infrastructure & Development	Stream Restoration along Beaverdam Creek		675,000	675,000			1,350,000
Infrastructure & Development	Bicycle Master Plan Improvements	-	-	-	300,000		300,000
Infrastructure & Development	Rail Trail Master Plan Implementation	-	-	-	500,000		500,000
Infrastructure & Development	North Mill Street Reconstruction	-	-			200,000	200,000
Infrastructure & Development	River Place Riverwalk Replacement				108,000		108,000
Infrastructure & Development	Riverwalk Street Light Replacement		510,000				510,000
Infrastructure & Development	Mill Street Bridge Rehabilitation				600,000		600,000
Infrastructure & Development	Naylor Mill Road Corridor Study			100,000			100,000
Infrastructure & Development	Neighborhood Infrastructure Improvements	200,000	200,000	200,000	200,000	200,000	1,000,000
Police	Asphalt Parking Lot and Burton Street		400,000				400,000
Police	Fencing Overflow Parking Lot		250,000				250,000
Police	Radios	154,000	154,000	154,000	154,000		616,000
Police	Property Room Management System	150,000					150,000
Police	Records Department Management System	150,000					150,000
Police	Shot Spotter	-	-		100,000	100,000	200,000
Police	Security Camera Installation				200,000		200,000
Police	Salisbury Police Range Roofing / Stairwells		200,000				200,000
Police	First Floor Office Spaces Refurbishment			450,000	700,000		1,150,000
Police	Replacement of Headquarters Roofing and Guttering		300,000				300,000

Department	Item Description	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Contributions							
Arts, Business & Culture	Andean Bear Exhibit Build Phase I			3,000,000			3,000,000
Arts, Business & Culture	Exhibit/Facility Improvements AZA Reaccreditation	404,000	500,000	200,000	200,000		1,304,000
Infrastructure & Development	Jasmine Drive		700,000				700,000
Infrastructure & Development	Jasmine Drive to Rt. 13 Connector Road			110,000	730,000		840,000
Infrastructure & Development	Culver Road			220,000	1,700,000		1,920,000
Infrastructure & Development	Neighborhood Infrastructure Improvements	200,000	200,000	200,000	200,000	200,000	1,000,000
Lease Purchase							
Field Operations	Replacement for SS-1 International / Tymco Street Sweeper				469,000		469,000
Field Operations	Replacement for RC-3 International 4300-SBA Recycle Truck			227,500			227,500
Field Operations	3-Ton Dump Truck 2 Door	250,000	250,000				500,000
Field Operations	Heil Durapack 5000 Rear Loading Sanitation Truck		500,000	550,000	605,000	665,000	2,320,000
Field Operations	Front End Loader	187,000					187,000
Field Operations	General Vehicles	300,000	300,000	300,000	300,000	300,000	1,500,000
Fire	Portable Radio Replacement	174,934	132,842				307,776
Fire	Swift Mobile Clinic	170,000					170,000
Fire	Apparatus Replacement - EMS Units (4)		2,560,800				2,560,800
Fire	Fire Replacement Vehicles		183,300	191,800	163,000	45,000	583,100
Police	PD Patrol	525,000	525,000	525,000	525,000	525,000	2,625,000
Police	PD CID	100,000	100,000	100,000	100,000	100,000	500,000
General Fund Totals		12,198,351	16,335,942	18,548,671	16,429,000	13,625,000	77,136,964
Funding Breakdown							
General Fund Revenue		1,712,500	1,485,000	1,596,250	1,375,000	1,415,000	7,583,750
Grants		4,069,124	1,700,000	3,700,000	3,350,000	2,000,000	14,819,124
Bond		4,105,793	7,199,000	7,628,121	6,712,000	8,375,000	34,019,914
Contributions, Inkind		604,000	1,400,000	3,730,000	2,830,000	200,000	8,764,000
Lease Purchase		1,706,934	4,551,942	1,894,300	2,162,000	1,635,000	11,950,176

Water & Sewer Fund							
General Revenue							
Waterworks	WWTP Outfall Pipe	60,000					60,000
Waterworks	Glen Avenue Lift Station	150,000					150,000
Waterworks	Pump Station Improvements	110,000	110,000	110,000	110,000	110,000	550,000
Waterworks	Internal Recycle Pump Replacement					220,000	220,000
Waterworks	UV Bulbs for WWTP Disinfection				150,000		150,000
Waterworks	Filter					150,000	150,000
Waterworks	PFAS Study and Treatment	100,000					100,000
Waterworks	Equipment Shed	75,000					75,000
Waterworks	SSPS Low Flow Pump	78,000					78,000
Waterworks	NSPS Low Flow Pump	87,000					87,000
Waterworks	Restore Park Well Field	175,000	175,000	175,000	175,000	175,000	875,000
Waterworks	Restore Paleo Well Field				230,000	230,000	460,000
Waterworks	Tank and Reservoir Mixing System				95,000		95,000
Waterworks	Nitrate Monitoring and Study		117,700				117,700
Waterworks	Elevated Water Tank Maintenance		200,000		200,000		400,000
Waterworks	Decommission Edgemore Water Tower	125,000					125,000
Waterworks	West Side Water Tower	300,000	425,000				725,000
Waterworks	Park Reservoir Discharge Pipe Replacement		363,000				363,000
Waterworks	Perdue Booster Station		52,000	400,000			452,000
Waterworks	Paleo WTP Caustic Tank Replacement			350,000			350,000
Waterworks	Paleo WTP Motor Drive Upgrade			350,000			350,000
Waterworks	Paleo Water Meters			150,000			150,000
Waterworks	Paleo Fence Security Cameras	65,100					65,100
Waterworks	Scenic Drive PCCP Pipe Replacement	60,000	750,000				810,000
Waterworks	Scada Upgrade		500,000				500,000
Waterworks	Rate Study		100,000				100,000
Waterworks	Replace Distribution Piping & Valves Maint	100,000	100,000	100,000	100,000	100,000	500,000
Waterworks	Automated Metering Infrastructure	300,000	575,000	750,000	750,000	200,000	2,575,000
Waterworks	Lead Service Line Replacement Phase 1	441,787					441,787
Waterworks	Sewer Infiltration & Inflow Remediation Maint	100,000	100,000	100,000	100,000	100,000	500,000
Waterworks	Sanitary Sewer Lining' Maint	75,000	75,000	75,000	75,000	75,000	375,000
Revolving							
Grant							
Lease Purchase							
Waterworks	Dump Truck	230,000					230,000
Waterworks	Vactor Truck				600,000		600,000
Waterworks	Ford F350 Utility Body Dually	90,000					90,000
Waterworks	Ford F350 Utility Body Dually	90,000					90,000
Waterworks	Ford F350 Utility Body Dually	90,000					90,000
Waterworks	Ford F350 Utility Body Dually	90,000					90,000
Waterworks	Ford F350 Utility Service Body	75,000					75,000
Waterworks	Ford F350 Utility Service Body	75,000					75,000
Waterworks	Ford F350 Utility Service Body	75,000					75,000
Waterworks	Ford Transit 150 Van (Short/Mid Top)	55,000					55,000
Waterworks	Ford Transit 150 Van (Short/Mid Top)	55,000					55,000
Waterworks	Ford Transit 250 (Mid Top)	60,000					60,000

Department	Item Description	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Bonded Debt							-
Waterworks	Southside Pump Station Force Main	500,000	5,600,000				6,100,000
Waterworks	WWTP Outfall Pipe			950,000	8,350,000		9,300,000
Waterworks	Field Operations Master Plan - Phase IV Utility Division Relocation			150,000		1,500,000	1,650,000
Waterworks	Filter Replacement and PFAS Removal Project	8,000,000	14,800,000			2,120,000	24,920,000
Waterworks	West Side Water Tower				6,825,000		6,825,000
Waterworks	PFAS Study and Treatment Park Plant	500,000	500,000	29,500,000			30,500,000
Waterworks	Paleo WTP 30" PCCP Discharge Line Replacement	585,000					585,000
Water Sewer Fund Total		12,971,887	24,542,700	33,160,000	17,760,000	4,980,000	93,414,587
Water Sewer Fund Recap							
General Revenue		2,401,887	3,642,700	2,560,000	1,985,000	1,360,000	11,949,587
Revolving/Capacity							
Grant							
Lease Purchase		985,000			600,000		1,585,000
Bond		9,585,000	20,900,000	30,600,000	15,175,000	3,620,000	79,880,000
Stormwater Fund							
General Revenues							
Field Operations	Pond Maintenance	60,000	60,000				120,000
Infrastructure & Development	Impervious Surface Reduction	200,000	200,000	200,000	200,000	200,000	1,000,000
Infrastructure & Development	Stream Restoration along Beaverdam Creek			35,000	35,000		70,000
Stormwater Fund Total		260,000	260,000	235,000	235,000	200,000	1,190,000
Water Sewer Fund Recap							
General Revenue		260,000	260,000	235,000	235,000	200,000	1,190,000
Revolving/Capacity							
Grant							
Lease Purchase							
Bond							
Grand Total		25,430,238	41,138,642	51,943,671	34,424,000	18,805,000	171,741,551

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

RESOLUTION NO. 3399

**A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND
ADOPTING A CAPITAL IMPROVEMENT PLAN FOR THE FIVE-YEAR
PERIOD BEGINNING FY 2026 AND ENDING FY 2030.**

WHEREAS, it is important for the City to develop a short-range plan showing its capital outlay needs and setting forth a plan for financing those needs; and

WHEREAS, the development of such a plan helps to ensure that the City's short-range capital needs are being addressed in a responsible manner; place those needs in a priority order; and anticipate the resources that will be available to finance those needs; and

WHEREAS, the City's staff has developed the attached Capital Improvement Plan for the five-year period beginning in Fiscal Year 2026 and ending in Fiscal Year 2030; and

WHEREAS, the City Council has reviewed the attached Capital Improvement Plan and finds that it reflects the capital needs of the City as can best be reasonably anticipated.

NOW, THEREFORE, BE IT RESOLVED that the Salisbury City Council adopt the attached Capital Improvement Plan for the five-year period beginning in Fiscal Year 2026 and ending in Fiscal Year 2030.

BE IT FURTHER RESOLVED that, because the attached Capital Improvement Plan is intended to be a planning document only, the adoption of this plan does not authorize any project, nor does it appropriate any funds.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the 19th day of May, 2025 and is to become effective immediately upon adoption.

ATTEST:

Julie A. English,
CITY CLERK

D'Shawn M. Doughty,
CITY COUNCIL PRESIDENT

APPROVED by me this ____ Day of _____, 2025

Randolph J. Taylor,
MAYOR



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Chris O'Barsky, Deputy Chief of Operations
Date: April 11, 2025
Subject: LGIT Reimbursement - FY25 Budget Amendment -2nd reading

The Fire Department is requesting the approval of a budget amendment of \$1,863.05 to be placed into our FY25 Operating Budget. The Department's Assistant Chief Vehicle, at no fault of his own, sustained damage from another vehicle while performing legitimate Salisbury Fire Department duties. Since then the City has received a reimbursement of \$1,863.05 from LEGIT, which has been placed in the General Fund.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, do not hesitate to contact me.

Attachment(s):
[Ord2933](#)

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53

54
55
56
57
58
59
60
61
62
63
64
65
66
67

ATTEST:

Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2025.

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Jo Ellen Bynum, Grant Manager
Date: April 11, 2025
Subject: Community Legacy Grant Ordinance & Agreement - Union Railway Station
Stabilization Project Phase 2 - 2nd Reading

Please review the ordinance to accept grant funds in the amount of \$250,000 from the Maryland Department of Housing & Community Development-Community Legacy grant fund, as well as the requisite agreement to be executed at this time with the State department. The awarded Community Legacy Grant funding will be utilized to continue stabilization activities at the Union Railway Station, thereby accomplishing preservation for future development. A subrecipients agreement will be executed with Railroad Avenue Investments, LLC to perform the stabilization activities upon the City's receipt of the fully executed returned agreement from the Department of Housing & Community Development.

Attachment(s):

[Ord2934](#)

[2025 SRP Agreement CL Union Station](#)

[Union Station Rehabilitation - Phase II SOW & Estimate](#)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

ORDINANCE NO. 2934

AN ORDINANCE OF THE CITY OF SALISBURY TO 1) AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$250,000; 2) AUTHORIZE THE MAYOR TO ENTER INTO A SUB RECIPIENT AGREEMENT WITH RAILROAD AVENUE INVESTMENTS, LLC; AND 3) TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THE AFOREMENTIONED FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH THE UNION RAILWAY STATION STABILIZATION PROJECT.

WHEREAS, the 1913 Union Rail Station (“**Union Station**”) is a building of historical significance in the City of Salisbury (the “**City**”), and the State of Maryland; and

WHEREAS, Union Station has fallen into disrepair, and is located in and among the blighted area of the Railroad Avenue corridor; and

WHEREAS, the City desires to continue efforts to further stabilize the structural integrity of Union Station and complete restoration of the building to allow for the resumption of commercial enterprise and uses; and

WHEREAS, rehabilitation of Union Station will contribute to the revitalization of the Railroad Avenue corridor and surrounding community by promotion public safety, improving a blighted neighborhood, revitalizing a historically significant district, and creating additional cultural activities and jobs; and

WHEREAS, the City of Salisbury in June 2024 submitted a Maryland State Revitalization Programs Grant application to the Department of Housing and Community Development (“**DHCD**”) for financial assistance in carrying out community development activities, specifically to provide assistance with the continued stabilization and restoration of the Union Station; and

WHEREAS, DHCD, a principal department of the State of Maryland, has awarded Community Legacy Program Grant funds in the amount of \$250,000 to the City (the “**Grant Funds**”); and

WHEREAS, the City of Salisbury must enter into a grant agreement with DHCD defining how the Grant Funds are to be expended; and

WHEREAS, the City of Salisbury is sub-granting the Grant Funds to Railroad Avenue Investments, LLC to perform the restoration in accordance with DHCD directives; and

WHEREAS, the City of Salisbury must, in turn, enter into a sub-recipient agreement with Railroad Avenue Investments, LLC defining how the Grant Funds are to be expended; and

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

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

50
51 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE**
52 **CITY OF SALISBURY, MARYLAND,** as follows:

53
54 **Section 1.** Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the
55 Department of Housing and Community Development, on behalf of the City of Salisbury, for the City's
56 acceptance of grant funds in the amount of \$250,000.

57
58 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
59 **SALISBURY, MARYLAND,** as follows:

60
61 **Section 2.** Mayor Randolph J. Taylor is hereby authorized to enter into a sub-recipient grant agreement
62 with Railroad Avenue Investment, LLC for the purpose of expending these grant funds.

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

65
66 **Section 3.** The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

67 (a) Increase DHCD Revenue Account No. 12800-423300-XXXXX by \$250,000.

68 (b) Increase Subrecipient - Railroad Investments LLC Expense Account No. 12800-569315-
69 XXXXX by \$250,000.

70
71 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
72 **SALISBURY, MARYLAND,** as follows:

73 **Section 4.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of
74 this Ordinance shall be deemed independent of all other provisions herein.

75 **Section 5.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
76 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional
77 or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the
78 section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall
79 remain and shall be deemed valid and enforceable.

80 **Section 6.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if
81 such recitals were specifically set forth at length in this Section 6.

82 **Section 7.** This Ordinance shall take effect from and after the date of its final passage.

83
84
85 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
86 Salisbury held on the 12 day of May, 2025 and thereafter, a statement of the substance of the Ordinance having
87 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury
88 on the 19 day of May, 2025.

89
90 **ATTEST:**

91
92
93
94 _____
95 Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

96
97
98
99
100
101
102
103
104
105

Approved by me, this _____ day of _____, 2025.

Randolph J. Taylor, Mayor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM
GRANT AGREEMENT**

TABLE OF CONTENTS

AWARDEE: City of Salisbury

AWARD ID#: CL-2025-Salisbury-00102

PROJECT NAME: Union Railway Station Exterior Rehabilitation & Stabilization, Phase 2

☐

Community Legacy Program Grant Agreement

☐

**Exhibit A - CL-2025-Salisbury-00102
Project Description, Project Address(es), Additional Information, and
Special Conditions**

☐

**Exhibit B - CL-2025-Salisbury-00102
Project Budget**

☐

**Exhibit C - CL-2025-Salisbury-00102
Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM
GRANT AGREEMENT**

THIS COMMUNITY LEGACY PROGRAM GRANT AGREEMENT (this "**Agreement**") by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **CITY OF SALISBURY** (the "**Grantee**") is entered into as of the date it is executed by the Department (the "**Effective Date**").

RECITALS

- A. This Agreement is issued pursuant to §§6-201 through 6-213 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.17.01 (the "**Regulations**"). The Act establishes the Community Legacy Program (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purposes of the Program are to:
1. Preserve existing communities as desirable places to live and conduct business, to reduce outward pressure for sprawl development; and
 2. Provide financial assistance to Sponsors or their designees to develop sustainable community plans or Community Legacy projects.
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2025 application (the "**Application**"), the Department has approved an award of funds to Grantee to carry out a Program project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community or Eligible Opportunity Zone Designation.

- a) The Project is located in a geographic area (the “**Area**”) that has been designated as a Sustainable Community under §6-205 of the Act or is in an Eligible Opportunity Zone.
- b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Two Hundred Fifty Thousand Dollars (\$250,000)** (the “**Grant**”) to be used for the purposes of funding the Community Legacy Project (the “**Project**”) described in Section 1 (the “**Project Description**”) of Exhibit A - CL-2025-Salisbury-00102 to be carried out at the location(s) set forth in Section 2 (the “**Project Address(es)**”) of Exhibit A - CL-2025-Salisbury-00102. Upon request by the Grantee, the Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Project Addresses within the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application, the Project, and the execution of this Agreement, are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent upon the availability and allocation of sufficient State of Maryland (the “**State**”) funds to the Program.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - CL-2025-Salisbury-00102 (the “**Project Budget**”). Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are

transferred has already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.

- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
- d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
- e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
- f) If Grantee is not a Local Government, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.

4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.

- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - CL-2025-Salisbury-00102 (the "**Project Schedule**").
- b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.
- c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
- d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
- e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.

- f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.

5) Conditions Precedent to Disbursement of the Grant.

The Department shall not disburse the Grant until Grantee has complied with the following conditions:

- a) If the Project is subject to review by the Maryland Historical Trust ("**MHT**"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
- b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
- c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "**Property**"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.
- d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - CL-2025-Salisbury-00102.

6) Other Funds.

- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
- b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
- b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred, for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and shall be approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department may determine to be necessary, in its sole discretion.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, benchmarks reached, and progress on the development of a community enhancement project. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.
- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the "**Collateral**") or is used to fund a loan to a subrecipient (a "**Loan**") and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
- iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; (vii) failure to maintain good standing with the Maryland State Department of Assessments and Taxation; or (viii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
 - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;

- ii) The Department may demand repayment from Grantee of any portion of the Grant funds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and
- iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.
- e) Grantee agrees to return unexpended Grant funds to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications.

Grantee certifies that:

- a) Grantee is a Local Government, a group of Local Governments, a Community Development Organization, or a Community Development Financial Institution and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed, and delivered by 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 Grantee.
- c) Regarding conflicts of interest:
 - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
 - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, must not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
 - iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.

- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) If Grantee is not a Local Government, Grantee makes the following certifications:
 - i) Grantee is in good standing with the Maryland State Department of Assessments and Taxation and shall provide evidence of such status upon request.
 - ii) Grantee is in compliance with §19-106 of the Business Regulation Article and COMAR 24.01.07 (together, the “**Corporate Diversity Act**”) and has provided the Department with (1) an affidavit (“**Affidavit**”) attesting that Grantee is not required to submit the corporate diversity addendum (the “**Addendum**”) described by the Corporate Diversity Act; or (2) an Affidavit and Addendum that certifies Grantee meets at least thirty-three percent (33%) of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of five (5) years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.
 - iii) Grantee is in compliance with the Maryland Solicitations Act (the “**Solicitations Act**”), including maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act, and shall provide the Department evidence of such compliance. Grantee understands the repercussion of not complying with this section, and that the Department is not responsible for Grantee’s failure to comply with the Solicitations Act.
 - iv) Grantee must certify they are in compliance with all State requirements, they are registered to do business in the State, and if applicable are a nonprofit entity as defined in the Act and Regulation.

11) Environmental Certification and Lead Paint.

In connection with the ownership, lease, rehabilitation, construction, operation or demolition of the Property:

- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or knowingly allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.

- b) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.
- 12) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.
- 13) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 12 of this Agreement, including reasonable attorneys' fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall include costs incurred as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a Local Government, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time, and is not to be deemed as a waiver of any immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.
- 14) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.
- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
- i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
 - iv) The Department's Minority Business Enterprise Program, as amended;
 - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
 - vi) The Fair Housing Amendments Act of 1988, as amended; and

vii) The Americans with Disabilities Act of 1990, as amended.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to the Department.
- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- e) To the extent required by the Department, insurance coverage shall be in force prior to the disbursement of the Grant funds and shall contain terms and coverages satisfactory to the Department.
- f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as lender's loss payable and additional insured.
- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
- h) If Grantee is a Local Government, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program by providing written confirmation of such insurance satisfactory to the Department.

17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attention: Community Legacy Program

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

- b) Communications to Grantee shall be mailed to:

City of Salisbury
115 South Division Street
Salisbury, MD 21801
Attention: Ms. Jo Ellen Bynum

- 18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the Effective Date and shall continue in full

force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - CL-2025-Salisbury-00102. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Ceremonies. In the event that Grantee holds any ribbon-cutting, dedication, or ground-breaking ceremonies, or any other similar event to commemorate the Project, Grantee shall send notice of such event to the Department as soon as is practicable in order to allow the Department the option of sending a representative to attend the ceremony.
- 30) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the "**PIA**"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name)

and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

- 31) Authority to Sign. Each person signing this Agreement on behalf of the Grantee represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Grantee authorizing such signature.
- 32) **CONFESSION OF JUDGMENT.** IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.

THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 32 SHALL NOT APPLY TO LOCAL GOVERNMENTS.

[Remainder Of Page Intentionally Left Blank]

WITNESS the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

CITY OF SALISBURY

By: _____

Name: Randolph J Taylor

Title: Mayor

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**, a principal
department of the State of Maryland

By: _____

Name: Jacob R. Day

Title: Secretary

Date Executed on behalf of the Department/
Effective Date

Approved for form and
legal sufficiency

Assistant Attorney General

Exhibits:

- Exhibit A - Project Description, Project Address(es), Additional Information, and Special Conditions
- Exhibit B - Project Budget
- Exhibit C - Project Schedule

EXHIBIT A – CL-2025-Salisbury-00102

PROJECT DESCRIPTION, PROJECT ADDRESS(ES), ADDITIONAL INFORMATION, AND SPECIAL CONDITIONS

Project Name:

Union Railway Station Exterior Rehabilitation & Stabilization, Phase 2

1. Project Description:

Phase II of stabilization and exterior restoration of the 1913 Union Railway Station building.

2. Project Address(es):

611 Railroad Avenue, Salisbury, MD 21801

3. Additional Information:

Funding will support the rehabilitation/stabilization of the Union Railway Station Building.

4. Additional Financing (Evidence and Use of Funding Sources):

Refer to Exhibit B

5. Special Conditions:

N/A

EXHIBIT B – CL-2025-Salisbury-00102
PROJECT BUDGET

Project Name:
Union Railway Station Exterior Rehabilitation & Stabilization, Phase 2

	AWARD FUNDS		OTHER SOURCES OF FUNDS			
USE OF FUNDS BY ACTIVITY	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	TOTALS BY ACTIVITY
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$6,600	\$0	\$0		\$0	\$6,600
Site Pre-Dev: Infrastructure	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$243,400	\$0	\$0		\$0	\$243,400
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$5,200		\$0	\$5,200
Operations: Proj Admin (In-Kind)	\$0	\$0	\$5,000		\$0	\$5,000
Other (a):	\$0	\$0	\$0		\$0	\$0
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c):	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
TOTALS:	\$250,000	\$0	\$10,200		\$0	\$260,200

Total Award: \$250,000
Total Project Cost: \$260,200

EXHIBIT C – CL-2025-Salisbury-00102
PROJECT SCHEDULE

Project Name:
Union Railway Station Exterior Rehabilitation & Stabilization, Phase 2

Activity Start Date	Activity End Date	Description of Activity (100 characters or less)
01/01/2025	04/30/2025	Commencement Date
05/01/2025	08/30/2025	Grant Agreement & Subrecipient Agreement Execution
06/01/2025	06/30/2025	Grant Account Set Up
08/01/2025	10/15/2025	Architectural/Engineering Design
10/16/2025	11/28/2025	Permits
12/01/2025	12/16/2025	Selective Demolition & Masonry Restoration
01/12/2026	02/02/2026	Install Windows/Doors, Sitework & Waterproofing
02/06/2026	05/06/2026	Curb, Subbase, Pavers, Frame Platform, Structural Repair
05/11/2026	05/31/2027	Standing Seam Roof, Trim, Paint, Gutters/Downspouts
06/01/2027	06/30/2027	Project Completion
07/01/2027	08/15/2027	Final Report due 45 days after completion

Hill - Kimmel Contracting

503 Gay Street, PO Box 201
Cambridge, Maryland 21613
(410) 228-1703
<http://www.hillkimmelcontracting.com>



Scope of Work & Estimate

OWNER:	CONTRACTOR:	PROJECT:
Railroad Avenue Investments, LLC 2670 Clara Road Quantico, MD 21856	Hill - Kimmel Contracting 503 Gay Street, PO Box 201 Cambridge, Maryland 21613	Union Station Rehabilitation - Phase II 611 Railroad Avenue Salisbury, MD 21804

SCOPE OF WORK:

Union Station is adjacent to the railroad tracks at 611 Railroad Avenue, and is located within Salisbury, Maryland's Church Street Historic District. It is an early 20th century one-story masonry building, approximately 4,000 square feet with a slate roof and full basement.

Currently, this 1913 structure is an underutilized, vacant building that has been neglected for many decades. An adaptive reuse plan is being formulated to have the railway station restored to its former stature and to provide a habitable building for future development. Phase I of this project was completed in 2024, and included new slate roof, flat roofs and various masonry restorations.

Phase II will continue the preservation and rehabilitation of the building to prepare it for its future use. As detailed in Phase I, the continued success of the project will be based on utilizing the appropriate Secretary of the Interior's Standards for the Treatment of Historic Properties.

Phase II will cover the restoration of openings on that are on the North, West and South faces of the building, less a double door opening on the North face.

Future Phases will cover the restoration of the remaining openings, final masonry restoration and cleaning as well as the reconstruction of the Covered Train Platform surrounding the building.

Masonry:

Hill - Kimmel Contracting has completed an existing masonry assessment in conjunction with a qualified masonry restoration contractor and developed the following scope of work that will be completed in this phase. As noted in Phase I, the infiltration of water has led to extensive deterioration of the mortar in the decorative terra-cotta, the brick walls, and the granite foundation. In addition, non-contributing and in some cases no longer functioning alterations were made over the year to several openings. These alterations have caused extensive damage to historically significant architectural masonry components. The intent of this phase is to return the masonry walls to a healthy condition and restore the openings to their original appearance.

- **NOTE:** Please see layout schedule for orientation and location references.
- **NOTE:** Due to exorbitant costs all terra-cotta pieces to be replaced will be replaced with limestone replacement pieces.
 - Limestone replacement pieces will be made to match the existing profiles with quantities, dimensions, profiles and templates that will be sent to Vermont Stone Art to create shop drawings and carve each unique style.
- Replace damaged and/or missing brick.
- Reconstruct and restore original masonry openings (aside from clues on-site, historic photos and postcards exist confirming these locations)
- Brick salvaged from Phase I (from the original chimney) will be used for damaged brick replacement and where original door/window openings are to be replicated.
- Terra-cotta water table sections where missing will be replicated from existing similar pieces found on-site with limestone.
- Terra-cotta that is in place, but broken or damaged will be patched/glazed.

- Terra-cotta repairs:
 - Cast and install two new brackets.
 - Install 1 corner capstone on the East Façade.
 - Pin, patch and install the second corner capstone on the East Façade.
- Door infills and terra-cotta replacements: **7ea**
 - **W3B** and **W3C**: Remove brick and install terra-cotta windowsills and match existing terra-cotta detail on the building.
 - **W1B** and **W1E**: Infill openings with salvaged brick and block to create windows. Install terra-cotta windowsills and replace the damaged terra-cotta water table to match existing details.
 - **W3D**, **W4C** and **W5A**: Infill openings with salvaged brick and block to create windows. Install terra-cotta windowsills and water table to match the existing details. **W4C** remove granite foundation stone and reinstall with the finished edge up.
 - **W1A** and **W1F**: Infill openings with salvaged brick and block to create windows. Install terra-cotta windowsills and terra-cotta water table to match the existing details. Others to remove the concrete ramp and install new granite to match the existing foundation.

Openings:

In Phase I, the openings were to be covered with plywood to prevent further deterioration and to keep wildlife and vermin out of the building. Phase II will encompass the restoration and/or replacement of approximately (30) windows and (2) exterior doors.

- Original windows and doors that are in place and in some fashion intact will be restored as needed through various means.
- Restoration may include cleaning, sanding, scraping, reglazing, and reconstructing missing components (such as muntins, stops, mouldings, entire sashes, etc.).
- Rotten wood components will be repaired with epoxy (such as West System, Abatron, etc.) when possible.
- Openings that are missing windows altogether, or where original window openings are recreated in Phase II, will be replaced with custom fabricated wood windows. A combination of existing windows that are still in place, historic photos and postcards will be used to determine sizes and lite configurations.
- Openings that are missing doors altogether or where original door openings are recreated in Phase II, will be replaced with custom fabricated wood doors. Sizes, jambs and panel configuration will be determined from similar doors on-site and using historic photos and postcards.
- Windows and doors will be primed and painted with (2) finish coats of high-quality exterior grade paint such as Sherwin Williams Emerald line.
- Windows to be repaired or replaced in Phase II (30ea)
 - W1D – Triple Window (3)
 - W1E – Triple Window (3)
 - W1F – Triple Window (3)
 - W2A thru W2H – Lunette Windows (8)
 - W3C – Single Window (1)
 - W3D – Single Window (1)
 - W4B – Single Window (1)
 - W4C – Single Window (1)
 - W4D – Single Window (1)
 - W5A – Single Window (1)
 - W5B – Single Window (1)
 - W7A – Triple Window (3)
 - W7B – Triple Window (3)
- Doors to be repaired or replaced in Phase II (2ea)
 - D2C – Single Door with Transom Window (1)
 - D2D – Single Door with Transom Window (1)

Estimate - CSI MasterFormat

010000 General Requirements

013000 Administrative Requirements

014000 Quality Requirements

015000 Temporary Facilities & Controls

017000 Execution & Closeout Requirements

010000 General Requirements: \$ 26,900.00

020000 Existing Conditions

024000 Demolition & Structure Moving

020000 Existing Conditions: \$ 6,600.00

040000 Masonry

042000 Unit Masonry

040000 Masonry: \$ 143,125.00

060000 Wood, Plastics, & Composites

061000 Rough Carpentry

061100 Wood Framing

062000 Finish Carpentry

064000 Architectural Woodwork

060000 Wood, Plastics, & Composites: \$ 15,600.00

080000 Openings

081000 Doors

085000 Windows

080000 Openings: \$ 52,975.00

090000 Finishes

099000 Painting & Coating

090000 Finishes: \$ 4,800.00

Project Total

Estimate Subtotal:

\$ 250,000.00

Grand Total: **\$ 250,000.00**



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Caroline O'Hare, Events and Culture Manager
Date: April 28, 2025
Subject: Funds from the Maryland State Arts Council - Presenting and Touring Grant - 1st Reading

Attached is an Ordinance to accept funding from the Maryland State Arts Council Presenting and Touring grant program. The Presenting and Touring Grant is designed to encourage and strengthen collaborative efforts between Maryland-based touring artists and presenters. This funding opportunity aims to enhance access to professional performing arts across the state by supporting strategic partnerships and increasing artist visibility.

This funding, in the amount of \$5,000.00, will be utilized to support touring engagements for Maryland performing artists, helping them reach broader audiences while providing presenters with access to high-quality performances. This initiative ultimately contributes to a more engaged, connected, and sustainable performing arts landscape throughout Maryland.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

Attachment(s):
[Ord2938](#)

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 19 day of May, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the __ day of _____, 2025.

ATTEST:

Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2025.

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Rob Frampton
Date: April 28, 2025
Subject: Accepting Grant Funds & Grant Agreement from Tidal Health for the REACH Grant for SWIFT/MDCN -1st reading

The Fire Department is requesting the approval of grant funds in the amount of \$74,740.00 that it's received as a sub-grantee from Tidal Health Grant. These funds will continue to support the Salisbury-Wicomico integrated Firstcare Team (SWIFT) as it continues to improve health outcomes through a coordinated care approach and to prevent unnecessary ambulance transports, Emergency Department visits and hospital readmissions, ultimately saving health care dollars. Thank you for your time in this request. If you have any further questions or concerns, please do not hesitate to reach out to me.

Attachment(s):

[Ord2939](#)

[SWIFT MOU ADDENDUM 2025.pdf](#)

[illegible]

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TIDAL HEALTH FOR THE PURPOSE OF ACCEPTING SUB-GRANTED FUNDS IN THE AMOUNT OF \$74,740.00 TO BE USED FOR THE PARTIAL SALARY AND BENEFITS OF THE SWIFT COMMUNITY PARAMEDIC.

WHEREAS, Tidal Health, in conjunction with the City of Salisbury, applied for funds through the State of Maryland Community Health Resources Commission and the Rural Equity and Access to Community Health (REACH) Grant; and

WHEREAS, Tidal Health has been awarded the REACH Grant funds in the amount of \$4,800,000.00; and

WHEREAS, Tidal Health is further sub-granting \$74,740.00 to the City of Salisbury; and

WHEREAS, all accepted funds shall be used to extend operations of the Salisbury-Wicomico Firstcare Team (SWIFT); and

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

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

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

Section 1. The City of Salisbury's Grant Fund Budget be and is hereby amended as follows

- (a) Increase the MD Community Health Resources Commission Revenue Account (10500-424010-XXXXX) by \$74,740.00.
- (b) Increase Salary Expense Account (10500-501002-XXXXX) by \$36,525.00.
- (c) Increase Various Benefits Expense Account (10500-502XXX-XXXX) by \$38,215.00.

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 19 day of May, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of _____, 2025.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63

ATTEST:

Julie A. English, City Clerk

D’Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2025.

Randolph J. Taylor, Mayor

SWIFT MOU

Addendum

January 29, 2025

TidalHealth is the recipient of a \$4,800,000 grant from the State of Maryland's Community Health Resources Commission.

The grant period is July 1, 2024 through November 30, 2029.

Salisbury Fire Department is a subgrantee of the grant and budgeted to receive the following funds:

- Year 1 - \$37,000 for the partial salary and benefits of a paramedic that will increase the screening for A1C's.
- Year 2 - \$37,740 for the partial salary and benefits of a paramedic that will increase the screening for A1C's.

As conditions of the grant agreement, Salisbury Fire Department agrees to document for auditing purposes all time and activities associated with SWIFT, including in-kind activity.

TidalHealth will provide the funds upon receipt of an invoice from the Salisbury Fire Department.

On behalf of the organization I represent, I wish to sign this addendum and contribute to the further development of the MOU.

Contact Information:

Tidal Health Inc.

Kathryn Fiddler

VP of Population Health

410-912-4923

Kathryn.fiddler@tidalhealth.org

Signed: _____

Date: _____

Salisbury Fire Department

Rob Frampton

Fire Chief

410-548-3120

rframpton@salisbury.md

Signed: _____

Date: _____



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Chris O'Barsky, Deputy Chief of Operations
Date: April 23, 2025
Subject: Accepting Grant Funds from DNR for Boat Motor - 1st reading

The Fire Department is requesting the approval to accept grant funds from the Department of Natural Resources Waterway Improvement Fund (WIF) Grant in the amount of \$2,156. These funds will be used to purchase a new 9.9hp tiller handled boat motor for the Salisbury Fire Department's 12ft. John Boat.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

Attachment(s):

[Ord2940.doc](#)

[5k-2504 Grant Agreement](#)

[Mayor Letter FY25 Boat Motor Grant](#)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5

WHEREAS, the Department of Natural Resources (DNR) has a Waterway Improvement Fund (WIF) Grant program; and

WHEREAS, the Salisbury Fire Department submitted a grant application to DNR for funding to purchase a new 9.9hp tiller handled boat motor; and

WHEREAS, the City of Salisbury must enter into a grant agreement with DNR defining how these funds must be expended; and

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

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

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

(a) Increase DNR Funding Grant Revenue Account No. 10500-469340-XXXXXX by \$2,156.00.

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

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or

otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 19 day of May, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____ day of _____, 2025.

ATTEST:

Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2025.

Randolph J. Taylor, Mayor

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
WATERWAY IMPROVEMENT FUND GRANT AGREEMENT

GRANT #: 5k-2504

THIS GRANT AGREEMENT, entered into this 2nd day of April 2025

by and between

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
CHESAPEAKE & COASTAL SERVICE
580 Taylor Ave., Annapolis, MD 21401
hereinafter ("Department")

and

Salisbury Fire Department
325 Cypress Street Salisbury, MD 21801
hereinafter ("Grantee")
Federal ID # 52-1199884

WHEREAS, funding has been appropriated by the General Assembly to the Waterway Improvement Fund to be disbursed as grants for the purpose of assisting in waterway improvements by expanding and enhancing access to public boating opportunities and improving boating safety pursuant to MD.CODE ANN., Natural Resources II, §8-707 et seq., (2012 Replacement Volume as amended) ("the Fund"); and

WHEREAS, the purpose of these grants is to assist jurisdictions by providing project grant funds; and

WHEREAS, the Grantee has applied to the Department for grant assistance funding for 9.9 hp Suzuki Tiller Handled Boat Motor; and

WHEREAS, the Department has determined such grant assistance shall be provided to Grantee if Grantee agrees to the provisions contained herein.

NOW, THEREFORE, in consideration for the receipt of a Grant for the Fiscal Year 2025, in the amount of Two Thousand One Hundred and Fifty Six dollars and Zero cents (\$2,156.00).

The Grantee agrees to the following provisions:

1. **Term:** This Grant Agreement shall become effective on **July 1, 2024** and shall expire on **June 30, 2025**.
2. **Scope:** The Grantee is responsible for supervision of and the technical accuracy and coordination of all work pursuant to this Grant Agreement as set forth in the attached Scope of Work. Attachment # A is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.
3. **Key Personnel:** The parties agree that the following named individuals are considered to be essential to the work being performed under this Grant Agreement, and that they are designated as Key Personnel who shall be made available to the fullest extent required to carry out the work under this Grant Agreement:

Christopher O' Barsky, Salisbury Fire Department, Deputy Chief
Phone: 410-548-3120, Email: cobarsky@salisbury.md

The parties designate the following named individuals as Grant Agreement Representatives for the purpose of any notices required under this Grant Agreement. The parties agree that each will promptly notify the other, in case of substitution of a Grant Agreement Representative, or change in the Representative's contact information.

Matt Negley, WIF Regional Administrator
Phone: 443-433-6284, E-mail: matt.negley@maryland.gov

Christopher O' Barsky, Salisbury Fire Department, Deputy Chief
Phone: 410-548-3120, Email: cobarsky@salisbury.md

4. **Payment:** The Grantee shall submit a reimbursement request to the Department on generally a quarterly basis, for expenses authorized for the work under this Grant Agreement on the attached Request for Reimbursement form, in accordance with the payment schedule in the attached Scope of Work. The request will include invoices and a copy of paid canceled check(s) or certification that payment has been made for reimbursement of the State's share of the project. Attachment # B is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

Reimbursement shall be due and payable within 30 days of receipt by the Department. The grantee agrees that no claim or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Grant Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.

5. **Deliverables:** The Grantee shall submit generally quarterly status/progress reports to the Department at the same time as the billing submissions required under paragraph 4 above. All deliverables will be submitted directly to the Department Contact, **Matt Negley**. Final deliverable work products, including the Final Reports, any geographic or mapping related

efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted to the Department Contact.

6. **Project Management:** The design, construction, and management of the project will be by or under the supervision of the Grantee in accordance with the latest edition of the Waterway Improvement Fund Grants Manual incorporated by reference into this Grant Agreement. Plans and specifications, including all contract documents and any subsequent changes, must be completed by a Maryland Registered Professional Engineer unless approved otherwise in advance by the Department Contact. All plans, specifications and proposed changes must be submitted for review and approval by the Department Contact. All necessary Federal, State and local permits and approvals must be secured by Grantee prior to start of construction.

7. **Request for Bids:** The Grantee shall publicly advertise the project for bids or use another procurement method approved in advance by the Department Contact. Proposals will be received and compiled by the Grantee. The Department reserves the right to have a representative present at the bid opening.

a. Project contracts with a value of \$250,000 or more which the State provides 25% or more of the funding shall be advertised as prevailing wage contracts (COMAR 21.11.11).

b. The Grantee will prepare a tabulation of bids and/or other method of procurement and submit the same for approval to the Department with comments and recommendations prior to the award of any contract.

8. **Publication:** The Grantee shall post signs about the project, in a prominent location, identifying the project as a "Public Facility" and shall place a permanent sign, approved by the Department, acknowledging funding by the Waterway Improvement Fund. All press releases and grant related events shall be coordinated with DNR, Center for Waterway Improvement and Infrastructure.

9. **Fee Approval:** The Grantee shall obtain prior approval from the Department for any fees or modifications to existing fees charged for the use of the funded facility. All Maryland registered boaters shall have equal access to State funded boating facilities. Any requests for exceptions to this policy must be submitted in writing. The Department reserves the right to deny such requests.

10. **Facility Access:** Any facility funded in whole or in part with Waterway Improvement Fund Grants must remain accessible and open for use by the general boating public. The Department shall approve changes in use of a funded facility before it is removed from public access and use, such as through sale, donation or commercial use of the facility. If the change in use is approved by the Department, the Grantee must replace the public access location with a facility open to the general boating public with equal value at the nearest approved location at no cost to the Department. The Grantee may be required to repay the Department for the current value of the funded facility in proportion to the total cost contribution originally paid by the State. The Department may require two independent appraisals to determine the amount to be reimbursed to the Waterway Improvement Fund.

11. **Maintenance and Repair:** Unless previously approved by the Department, the Grantee agrees to operate and maintain the proposed project. Future maintenance funds are not guaranteed by the Department. The Grantee agrees that it shall if necessary, unless previously approved by the Department:

- a. Provide without cost to the State of Maryland, all necessary lands, easements, rights-of-way, and dredge disposal site(s) required for the project;
- b. Hold and save the State of Maryland free from damages that may result from the construction of the project;
- c. Accomplish, without cost to the State of Maryland, alterations and relocations as required in sewer, water supply, drainage and other utility facilities and
- d. Shall assure that the facility shall be designed and constructed for persons with disabilities pursuant to the Annotated Code of Maryland and the Americans with Disability Act (ADA).

12. **Compliance with Applicable Law:** The Grantee hereby represents and warrants that:

- a. The Grantee is qualified to do business in the State of Maryland and that they will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. The Grantee is not in arrears with respect to the payment of any monies 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 they shall not become so in arrears during the term of this Grant;
- c. The Grantee shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant; and
- d. The Grantee shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.

13. **Unused Funds:** The Department reserves the right to revert any unexpended or unencumbered balance from this grant not used during the project period specified in the scope of work. Grant projects four years or older are subject to immediate reversion by the Department.

14. **Subject to Audit:** The Department retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Should the Department determine that Grant funds

have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Department for funds so identified.

15. **Default:** Default is Grantee's breach of any of the applicable covenants, agreements, or certifications contained in this Grant Agreement.

16. **Remedies Upon Default:**

a. Upon the occurrence of any default, the Department may require the defaulting party to:

- (i) repay the Grant, in whole or in part;
- (ii) recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee;
- (iii) withhold further payments under this Grant Agreement; or
- (iv) terminate this Grant Agreement.

b. In addition to the rights and remedies obtained in this Grant Agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Grant Agreement.

17. **Termination:**

a. The Department may terminate this Grant Agreement for any reason in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Grant Agreement that the Grantee has incurred up to the date of termination and all reasonable costs associated with termination of the Grant Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits or other costs that have not been earned up to the date of termination.

b. The Parties may mutually agree to terminate this Grant Agreement without cause. Termination of the Grant Agreement will not release the party(ies) from any prior commitments, obligations, or transactions, occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination dates.

18. **Disposition of Property:** The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in the real or personal property acquired by Grantee with Grant funds except as provided in #10 and as approved by the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least sixty (60) calendar days before any proposed transfer or disposition. If the Department permits transfer or disposition, Grantee may be required to repay the State that percentage of the proceeds allocable

to the Grant that was used to acquire the property as determined by the Department in its sole discretion.

19. **Appropriations:** If the Federal and/or State government fails to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Grant Agreement, this Grant Agreement must be canceled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. The Grantee may not recover anticipatory profits or costs incurred after termination.

20. **Insurance.** For any item of real or personal property acquired by Grantee with Grant funds that has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item, obtain and maintain all risk or fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item, or in amounts as may be commercially reasonable under the circumstances from time to time. Each such policy shall:

- a. name the State as an additional loss payee thereunder;
- b. by its terms, be considered primary and non-contributory with respect to any other insurance (if any) provided by the State;
- c. by its terms, be cancelable only on at least thirty (30) days prior written notice to the Grantee; and
- d. be issued by a reputable insurer authorized to issue such policy in Maryland.

The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph may be applied as the Department, in its sole discretion, shall determine, toward replacement of the real or personal property or toward the partial or total repayment of the Grant to the State. Provided the Grantee has adequate financial resources, as determined in the sole discretion of the Department, the Grantee may self-insure the property.

21. **Indemnification.** The Grantee shall be responsible for, and shall defend, indemnify, and hold harmless the State of Maryland, its officers, agents, and employees, whether or not the State be deemed contributory negligent, from all suits, actions, liability, or claim of liability (including reasonable attorney's fees) arising out of:

- a. Grantee's involvement in the Project, including its construction;
- b. Grantee's use, occupancy, conduct, operation, or management of the Project;

c. any negligent, intentionally tortuous, or other act or omission of the Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project; and

d. any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of Grantees involvement in the Project or any of the Grantees activities in connection therewith.

22. **Nondiscrimination and Equal Employment Opportunity:** The Grantee agrees:

a. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;

b. To include a provision similar to that contained in subsection (a), above, in any contract under this Grant except a contract for standard commercial supplies or raw materials; and

c. To post and to cause contractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

d. Not to discriminate against any person on the basis of race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this Grant Agreement.

23. **Drug and Alcohol Free Workplace:** The Grantee shall comply with the State of Maryland's policy concerning a drug and alcohol free workplace, as set forth in the Governor's Executive Order 01.01.1989.18 and COMAR 21.11.08 and the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F.I. as amended.

24. **Amendment:** This Grant Agreement may be amended only in a writing executed by the parties.

25. **Assignment:** The Grantee may not assign this Grant Agreement without the prior written approval of the Department. When so approved, this Grant Agreement shall bind the Grantee's successors and assigns.

26. **Entire Agreement:** This Grant Agreement, including the Attachment(s), represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Grant Agreement, shall be deemed to exist or to bind the parties at the time of execution.

27. **Maryland Law:** The laws of Maryland shall govern the interpretation and enforcement of this Grant Agreement.

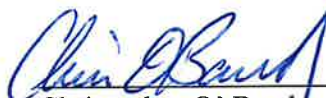
This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee:


GRANTEE


GRANTEE WITNESS


Christopher O' Barsky
Salisbury Fire Department

State of Maryland
Department of Natural Resources


DEPARTMENT WITNESS


04/02/25
Natalie Snider, Ph.D., Unit Director
Chesapeake & Coastal Service

Approved as to form and legal sufficiency
March 2022
Office of the Attorney General, Department of Natural Resources

ATTACHMENT A

GRANT #: 5k-2504

SCOPE OF WORK

PROJECT TITLE: 9.9 Suzuki Tiller Handled Boat Motor

DESCRIPTION: Replacement of a 2005 9.9 hp Mercury Tiller Handle Outboard on Salisbury VFD Swift Water Rescue Vessel.

Examples of final deliverables for the project include photographs, as-builts, post dredge survey (if applicable), final reimbursement, etc. The final reimbursement with appropriate back-up documentation shall be submitted to the Chesapeake and Coastal Service no later than thirty days after the end date of the grant period.

To assure that projects are on task to meet milestone target dates, generally quarterly reimbursement requests and status reports will be submitted to the Department Contact in accordance with the following schedule:

TIME FRAME

FY 2025

July 1, 2024 – September 30, 2024
October 1, 2024 – December 31, 2024
January 1, 2025 – March 31, 2025
April 1, 2025 – June 30, 2025

DUE DATE

October 15, 2024
January 15, 2025
April 15, 2025
July 30, 2025

ATTACHMENT B
Center for Waterway Improvement and Infrastructure
Request for Reimbursement

Grant Number: _____ **Reimbursement #:** _____

Is this a final reimbursement? Yes () No ()

If a final reimbursement, shall WWI revert the remaining funds? Yes () No () N/A ()

Project Title: _____

Make Check Payable to: _____ Federal ID # _____

Address: _____

Project Coordinator: _____ **Title:** _____

Telephone: _____ E-Mail: _____

1. Cost Summary:

Project Performance Period: _____

Item #	Vendor/Contractor/Force Account/Equipment	Invoice # (or indicate separate schedule attached)	Amount

Total:	
State Approved (50%, 100%):	
Total Reimbursement Requested:	\$
*Reimbursement Request (Other):	\$

*- Enter reimbursement amount if not 50% or 100%, or if federally funded.

Payment Certification: *I hereby certify that the costs submitted for reimbursement are true and correct, and that all payments have been made to all persons, vendors and contractors engaged in this project in accordance with local government procurement procedures and the Waterway Improvement Fund Grant Agreement.*

X

Signature of local government fiscal authority or of local Project Coordinator – See Instruction #4	Typed or printed name	Title	Date
---	-----------------------	-------	------

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

THIS PAGE FOR STATE USE ONLY

Shaded areas for state use:

Date _____	Payment _____	Balance _____
Date _____	Payment _____	Balance _____
Date _____	Payment _____	Balance _____
Date _____	Payment _____	Balance _____
Date _____	Payment _____	Balance _____

This payment: \$ _____

Project's Balance: \$ _____

Federal Funds only:

STATE MATCH %: _____ FEDERAL SHARE%: _____

Total payment state share: _____

Total payment federal share: _____

Final Payment directions:

Check if
applicable:



Yes, this payment is a final payment.

Yes, remaining funds may be reverted.

Please Transfer remaining funds to Project #: _____

Signatures:

Regional Program Administrator Approval _____	Date _____
Waterway Director's Approval _____	Date _____
Fiscal Administration Approval _____	Date _____

INSTRUCTIONS FOR PREPARING, COMPLETING, AND SUBMITTING THE REQUEST FOR REIMBURSEMENT

1. Please type or print in ink. If you have any questions, please email Carla Fleming at Carla.fleming@maryland.gov.
2. A Transmittal Letter, on official letterhead, must accompany all Requests for Reimbursement Forms and should summarize all items included in the submittal packet.
3. Submit one Request for Reimbursement Form per project. The form must be signed by Key Personnel identified in the Grant Agreement or a person with fiscal authority.
4. One copy of all invoices supporting all costs claimed should be submitted with evidence of corresponding payments made to vendors/contractors (copies of checks, check numbers, or fund wire summary). If the local jurisdiction elects **not** to submit copies of canceled checks, the Payment Certification must be signed by an individual with fiscal authority who can certify that the payments have been made.
5. If work has been accomplished using in-house labor and equipment, submit the following documentation:
 - a. A list or computer printout of individuals working on the project to include; job function, dates and hours worked, hourly rate and total paid.
 - b. A list or computer printout of equipment used to include dates and hours operated on the project. Usage rates should be based on current schedules used within the county or town, or the current State Highway Administration rate schedule. Indicate the source for rates used.
6. Reimbursements will be made by wire transfer or by check based on the Applicant's information on file with the Department of Natural Resources.
7. Submit the completed packet via email to the Regional Administrator or mail to:

Department of Natural Resources
Center for Waterway Improvement and Infrastructure
Chesapeake and Coastal Service
Tawes State Office Building – E2
580 Taylor Ave.
Annapolis, MD 21401

Note: Grant recipient will retain additional support documents for costs submitted on the project, such as contracts, change orders, bid tabulations, labor and equipment records for a period of three years after final reimbursement.



Date: August 6, 2024

To: Department of Natural Resources

From: Mayor Randy Taylor *RT*

Re: Application for Matching Fund Grant

As the Mayor of the City of Salisbury, I am authorizing the Salisbury Fire Department to apply for the Center for Waterway Improvement & Infrastructure Matching Fund Fire & Rescue Grant. If successful, this grant will be used to replace an aging boat motor of similar size that is used for our small jon-boat. This motor has required annual repairs over the past several years and routinely is out of service; significantly hindering our small water rescue capabilities. The Salisbury Fire Department maintains an active dive team with over 15 members, one of a very few and the most organized unit on the Eastern Shore of Maryland. This boat is used on the many ponds, lakes, and shallow waterways that are within our fire district; and also is available to respond to outside agencies. The age and unreliability of our current motor has created a need for it to be replaced, to ensure that our department can quickly and efficiently respond to water-related events and save lives. This matching grant will help to reduce the City's overall cost for replacement; which otherwise may not be possible.

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



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Chris Truitt, Deputy Chief
Date: April 30, 2025
Subject: Budget Amendment for Surplus Heart Monitor Sale - First Reading

The Fire Department is asking for the money received from the recent sale of surplus heart monitors (\$6,141.38) be allocated to the Fire Department between the Vehicles Account (24035-534308 by \$2141.38) and the Building Account (24035-534301 by \$4000). This will allow the Department to continue preventative maintenance on our fleet of vehicles as we have had some recent unexcepted costs of some of our older staff vehicles (such as a discounted airbag sensor in one of the fire marshal trucks) as well as cover the unforeseen cost to replace an entry door to the Fire Station 1.

Attachment(s):
[Ord2941](#)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ORDINANCE NO. 2941

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2025 GENERAL FUND BUDGET TO APPROPRIATE \$6,141.38 TO THE SALISBURY FIRE DEPARTMENT'S OPERATING BUDGET AFTER THE CITY RECEIVED \$6,141.38 IN PROCEEDS GENERATED FROM THE AUCTION SALE OF SURPLUS HEART MONITORS.

WHEREAS, the City has declared heart monitors have been sold at auction: and

WHEREAS, these heart monitors were operated by the Salisbury Fire Department; and

WHEREAS, the City has received a total \$6,141.38 from the proceeds generated from the auction sale and placed the funds in the City General Fund; and

WHEREAS, the Fire Department has use for the funds received and requests that the funds of heart monitors be reallocated to the Fire Department Operating Budget for FY2025; and

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

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

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

- (a) Increase the Sale of Fixed Assets Account (01000-469200) by \$6,141.38 and
- (b) Increase the Salisbury Fire Department's Vehicles Account (24035-546308) by \$2,141.38.
- (c) Increase the Salisbury Fire Department's Building Account (24035-534301) by \$4000

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the _____ day of _____, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____ day of _____, 2025.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65

ATTEST:

Julie English, City Clerk

D’Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2025.

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Chris Truitt, Deputy Chief
Date: April 30, 2025
Subject: Budget Amendment for Surplus Radio Sale - First Reading

The Fire Department is asking for the money received from the recent sale of surplus portable radios, lapel microphones, and belt clips (18,984.60) be allotted to the Fire Department into the Medical Supplies Account (24035-546016). This will allow the Department to obtain replacement video laryngoscopes and thermometers for our ambulances. The current video laryngoscopes are nearing 10 years of age and are beginning to fail. Additionally, EMS crews are continuing to use over the counter thermometers that have been found to a high level of variability in accuracy.

Attachment(s):
[Ord2942](#)

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0

WHEREAS, the City has declared portable radios and accessories have been sold at auction: and

WHEREAS, the City has received a total \$18,984.60 from the proceeds generated from the auction sale and the funds in the City General Fund; and

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64

ATTEST:

Julie A. English, City Clerk

D’Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2025.

Randolph J. Taylor, Mayor