



CITY OF SALISBURY CITY COUNCIL AGENDA

MAY 23, 2022

6:00 p.m.

Government Office Building, Room 301, Salisbury, Maryland and Zoom Video Conferencing

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:02 p.m. CITY INVOCATION- Pastor Greg Carlson, Park Seventh-day Adventist Church
- 6:04 p.m. PROCLAMATION- City Administrator Julia Glanz
- Gun Violence Awareness
- 6:09 p.m. AWARD PRESENTATIONS- Fire Chief John Tull
- Civilian awards
 - Fire Department personnel awards
- 6:19 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:20 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- **April 25, 2022** Council Meeting Minutes
 - **May 2, 2022** Work Session Minutes
 - **May 2, 2022** Special Meeting Minutes
 - **May 9, 2022** Council Meeting Minutes
 - **May 16, 2022** Work Session Minutes
- 6:24 p.m. AWARD OF BID- Procurement Contract Specialist Michael Lowe
- ITB 22-126 Department of Field Operations Sanitation Truck
- 6:30 p.m. RESOLUTIONS- City Administrator Julia Glanz
- **Resolution No. 3170**- authorizing the Mayor to execute a “legal services agreement” with the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC and Macleod Law Group, LLC for representation of the City of Salisbury in litigation arising from contamination of public drinking water, and possibly the Wastewater Treatment Plant, by products containing perfluoroalkyl substances (PFAS)
 - **Resolution No. 3171**- accepting a vehicle forfeited by the Circuit Court for Wicomico County and adding such vehicle to the Salisbury Police Department vehicle fleet for use in various operations and police details

- 6:36 p.m. **PUBLIC HEARINGS- Mayor’s Proposed FY23 Budget, Water & Sewer Rates, Fees, and Constant Yield Tax Rate-** City Attorney Ashley Bosche
- **Ordinance No. 2721-** appropriating the necessary funds for the operation of the government and administration of the City of Salisbury, Maryland for the period July 1, 2022 to June 30, 2023, establishing the levy for the General Fund for the same fiscal period and establishing the appropriation for the Water and Sewer, Parking Authority, City Marina, and Storm Water Funds
 - **Ordinance No. 2722-** increasing Water and Sewer rates by 6% and making said changes effective for all bills dated October 1, 2022 and thereafter, unless and until subsequently revised or changed
 - **Ordinance No. 2723-** to set fees for Fiscal Year 2023 and thereafter, unless and until subsequently revised or changed
 - **Constant Yield Tax Rate**
- 7:00 p.m. **PUBLIC HEARING - Ordinance No. 2716- 2nd reading-** amending Section 17.04.040 of the code, entitled “Method of Regulation”, to add confirmatory language exempting Federal, State and Local governments from Title 17 of the Salisbury City Code- City Attorney Ashley Bosche
- 7:10 p.m. ORDINANCES- City Attorney Ashley Bosche
- **Ordinance No. 2725- 2nd reading-** authorizing the Mayor to accept Law Enforcement Body Camera Grant funds from the Local Government Insurance Trust in the amount of \$4,425 for the Salisbury Police body worn cameras project
 - **Ordinance No. 2726- 2nd reading-** authorizing the Mayor to accept donated funds in the amount of \$1,000 from the Community Foundation of the Eastern Shore, and to approve an amendment to the FY22 Budget to appropriate these funds to partially cover costs of the purchase and installation of a new water fountain at Ben’s Red Swings Playground
 - **Ordinance No. 2727- 2nd reading-** authorizing the Mayor to enter into a memorandum of understanding with the Wicomico County Local Behavioral Health Authority for the purpose of accepting Community Mental Health Services (COVID relief) Block Grant Funds in the amount of \$12,562 and to approve a budget amendment to the Grant Fund to appropriate these funds for the Homeless Services Case Specialist position
 - **Ordinance No. 2728- 1st reading-** approving an amendment of the City’s FY22 General Fund Budget and General Capital Project Fund Budget to provide funds for the “Poplar Hill Mansion ADA Ramp and Bathroom Project”
 - **Ordinance No. 2729- 1st reading-** amending Chapter 5.64 of the Salisbury City Code, entitled “Towing Companies”, to update procedures for dispatching police directed towing, operations of a police directed tow on scene, and penalties for violations of the code
- 7:20 p.m. PUBLIC COMMENTS
- 7:25 p.m. ADMINISTRATION and COUNCIL COMMENTS
- 7:30 p.m. ADJOURNMENT

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

NEXT COUNCIL MEETING – JUNE 8, 2022 (SPECIAL MEETING)

- **Ordinance No. 2721- 2nd reading**- appropriating the necessary funds for the operation of the government and administration of the City of Salisbury, Maryland for the period July 1, 2022 to June 30, 2023, establishing the levy for the General Fund for the same fiscal period and establishing the appropriation for the Water and Sewer, Parking Authority, City Marina, and Storm Water Funds
- **Ordinance No. 2722- 2nd reading**- increasing Water and Sewer rates by 6% and making said changes effective for all bills dated October 1, 2022 and thereafter, unless and until subsequently revised or changed
- **Ordinance No. 2723-2nd reading**- to set fees for Fiscal Year 2023 and thereafter, unless and until revised or changed
- **Ordinance No. 2728- 2nd reading**- approving an amendment of the City's FY22 General Fund Budget and General Capital Project Fund Budget to provide funds for the "Poplar Hill Mansion ADA Ramp and Bathroom Project"
- **Ordinance No. 2729- 2nd reading**- amending Chapter 5.64 of the Salisbury City Code, entitled "Towing Companies", to update procedures for dispatching police directed towing, operations of a police directed tow on scene, and penalties for violations of the code

Join Zoom Meeting

<https://us02web.zoom.us/j/88186172560>

Meeting ID: 881 8617 2560

Phone: 1.301.715.8592

1 **CITY OF SALISBURY, MARYLAND**

2
3 **REGULAR MEETING**

APRIL 25, 2022

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President John “Jack” R. Heath*
8 *Council Vice-President Muir Boda*
9 *Councilwoman Michele Gregory*

Mayor Jacob R. Day
Councilwoman Angela M. Blake
Councilwoman April Jackson

10
11 **IN ATTENDANCE**

12
13 *City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Police Chief Barbara*
14 *Duncan, Procurement Director Jennifer Miller, Fire Chief John Tull, Water Works Director*
15 *Cori Cameron, Executive Administrative Assistant Jessica Turner, Housing and Homelessness*
16 *Manager Christine Chestnutt, Media and Events Specialist Allison Foster, City Attorney Ashley*
17 *Bosche, City Clerk Kimberly Nichols, and members of the public*

18 *****
19 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

20
21 *The City Council met in regular session at 6:00 p.m. via Zoom and in person and Council*
22 *President John R. “Jack” Heath called the meeting to order. After the recital of the pledge to the*
23 *flag, the public was invited to join Council in a moment of silent meditation.*

24
25 **PRESENTATIONS-** *presented by Mayor Jacob R. Day*

26
27 ***Mayor’s Award for Citizen’s Service***

28 *John Knorr received the Mayor’s Award for Citizen’s Service for his actions on August 27, 2021.*
29 *He quickly attended to an injured person whose vehicle hit a fire hydrant and landed on its side.*

30
31 *President Jack Heath received the Mayor’s Award for Citizen’s Service for assisting the same*
32 *injured person in the above accident while waiting for emergency vehicles to arrive.*

33
34 ***Mayor’s Award for Exemplary Service recipients***

35 *Mayor Day presented the Mayor’s Award for Exemplary Service to the following City of*
36 *Salisbury individuals:*

37
38 **Transportation Projects Specialist Will White**

39 *Mr. White managed the Active Transportation Plan Workshop Grant pursuit of Fitzwater*
40 *plantings and arranged a planting day for the Bicycle Committee. When COVID worsened, he*
41 *was deployed with the Army National Guard. In spite of his deployment, and with a newborn*
42 *baby, he continued to come to work regularly and stayed engaged in meetings.*

43
44 **Code Enforcement Officers Chanita Lewis-Watson and Paul Byington, and Homelessness**
45 **Manager Christine Chestnutt**

46 *On November 11, 2021 the above persons responded to after-hours calls from Pemberton*

47 Manor. They issued an order of condemnation on Buildings 1011, 1013 and 1015 for lack of
48 water. Management had 48 hours to resolve the issue in order to avoid a vacate order. The team
49 met with the residents and stayed into the evening delivering water to each of the 33 residents.
50

51 Police Officer Christopher Sipple

52 On Halloween, PO Sipple discovered a family sleeping in their car since a house fire the
53 previous February. With no luck connecting the family with homelessness resources due to it
54 being the weekend, he paid for three nights at a hotel and purchased a food gift card for them.
55

56 Master Police Officer Donna Dubas

57 On February 1, 2022 MPO Dubas and PFC Anthony Gutierrez met with an elderly female while
58 conducting a welfare check. The residence had trash and waste throughout. Code enforcement
59 officers assisted and the officers spent the next two weeks cleaning and working with the lady to
60 connect her to resources. Once the floors were cleared of trash, they hired Stanley Steemers to
61 come in and clean them. The officers also cleaned cabinets, counters and dishes.
62

63 Police Officer Devin Fairman

64 To reduce the amount of litter in the City, PO Fairman recommended to his supervisor that the
65 brand new COPP Unit could help to pick up litter and simultaneously help build trust among
66 citizens in the neighborhoods. He and his team led by Corporal Foy participated in a community
67 clean up. The residents expressed their appreciation to the City officers for being of assistance.
68

69 The employees above, through their commitment to ethical, honorable service beyond their job
70 description, were exemplary of the highest expectations of any employee of the City of Salisbury.
71

72 **ADOPTION OF LEGISLATIVE AGENDA**

73
74 Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous (5-0) to approve the
75 legislative agenda as presented.
76

77 **CONSENT AGENDA-** presented by City Clerk Kimberly Nichols

78
79 The consent agenda, consisting of the following items, was unanimously approved (5-0 vote) on
80 a motion and seconded by Ms. Jackson and Ms. Gregory, respectively:
81

- *April 4, 2022 Work Session Minutes*
- *April 11, 2022 Council Meeting Minutes*
- **Resolution No. 3164-** to approve the appointment of Mike Angelot to the Sustainability Advisory Committee (Green Team) for the term ending April 2025
- *Resolution No. 3165-* to approve the appointment of Teresa Thaxton to the Human Rights Advisory Committee for the term ending March 2024

82

83 **AWARD OF BIDS-** presented by Procurement Director Jennifer Miller

84

85 The following items were unanimously approved on a motion and seconded by Mr. Boda and Ms.
86 Gregory, respectively:

- 87
- 88 • *ITB 22-130 WWTP Biosolids Dump Truck* \$ 198,930.00
- 89 • *RFP 20-103 Laboratory Information Mgmt System C/O #4* \$ 9,800.00
- 90 • *RFP A-22-107 Livable Community Design and Consulting* \$ N/A

91

92 **PUBLIC HEARINGS- CHARTER AMENDMENTS-** presented by City Administrator Julia Glanz

93

- 94 • **Charter Amendment Resolution No. 2022-1-** to amend § SC1-20 of the Charter of the City
- 95 *of Salisbury to adjust the City’s Council District boundaries to ensure proper apportionment*
- 96 *of the City’s population within the district boundaries*

97

98 *Ms. Jackson moved and Ms. Gregory seconded to approve Charter Amendment Resolution*

99 *No. 2022-1, and then Ms. Glanz presented the charter amendment.*

100

101 *At 6:22 p.m. President Heath opened the Public Hearing, and as there were no requests to*

102 *speak, immediately closed the Public Hearing.*

103

104 *Charter Amendment Resolution No. 2022-1 was unanimously approved. President Heath*

105 *announced that the charter amendment would become effective on June 15, 2022.*

- 106
- 107 • **Charter Amendment Resolution No. 2022-2-** to amend § SC2-1 of the Charter of the City of
- 108 *Salisbury to reflect the City’s contemporary legislative districts*

109

110 *Mr. Boda moved and Ms. Jackson seconded to approve Charter Amendment Resolution No.*

111 *2022-2, and then Ms. Glanz presented the charter amendment.*

112

113 *At 6:25 p.m. President Heath opened the Public Hearing, and as there were no requests to*

114 *speak, immediately closed the Public Hearing.*

115

116 *Charter Amendment Resolution No. 2022-2 was unanimously approved. President Heath*

117 *announced that the charter amendment would become effective on June 15, 2022.*

- 118
- 119 • **Charter Amendment Resolution No. 2022-3-** to amend § SC6-9 of the Charter of the City of
- 120 *Salisbury to reflect the City’s contemporary election of Mayor and Council*

121

122 *Ms. Blake moved and Ms. Jackson seconded to approve Charter Amendment Resolution No.*

123 *2022-3, and then Ms. Glanz presented the charter amendment.*

124

125 *At 6:27 p.m. President Heath opened the Public Hearing, and as there were no requests to*

126 *speak, immediately closed the Public Hearing.*

127

128 *Charter Amendment Resolution No. 2022-3 was unanimously approved. President Heath*

129 *announced that the charter amendment would become effective on June 15, 2022.*

130

131 **RESOLUTIONS-** presented by City Administrator Julia Glanz

132

- 133 • **Resolution No. 3166-** to expand the number of members on the Mayor’s Disability Advisory
134 Committee

135
136 Ms. Gregory moved, Ms. Jackson seconded and the vote was unanimous to approve
137 Resolution No. 3166.

- 138
139 • **Resolution No. 3167-** to authorize the Mayor to enter into, on behalf of the City of
140 Salisbury, an amended and restated land disposition agreement with Green Street Housing,
141 LLC setting forth the terms and conditions governing the sale and redevelopment of Lot 30

142
143 Mr. Boda moved, Ms. Blake seconded, and the vote was unanimous to approve Resolution
144 No. 3167.

145
146 **ORDINANCES-** presented by City Attorney Ashley Bosche

- 147
• **Ordinance No. 2715- 2nd reading-** approving a budget amendment of the FY2022 General
Fund Budget to appropriate funds to the Salisbury Fire Department’s Training Account

Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve Ordinance
No. 2715 for second reading.

- **Ordinance No. 2716- 1st reading-** amending Section 17.04.040 of the Salisbury City Code,
entitled “Method Of Regulation”, to add confirmatory language exempting federal, state and
local governments from Title 17 of the Salisbury City Code

Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance
No. 2716 for first reading.

- **Ordinance No. 2717- 1st reading-** to amend Chapter 5.52 of the City Code, defining the
definition of “Food Service Facility” in lieu of “Restaurant,” and granting the City Fire
Marshal the authority to enforce the provisions of Chapter 5.52

Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance
No. 2717 for first reading.

- **Ordinance No. 2718- 1st reading-** amending Chapter 2.32 of the Salisbury City Code, entitled
“Purchases And Sales,” to increase the maximum dollar amount for direct purchases and the
minimum dollar amount for formal competitive bidding in order to increase Procurement
efficiency in a market of increased costs

Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance
No. 2718 for first reading.

- **Ordinance No. 2719- 1st reading-** amending Title 8 of the Salisbury City Code, entitled
“Health And Safety”, to add Section 08.07 to require a permit to remove certain trees from
property within the city and to require replacement of trees or payment into a tree restoration
fund

Ms. Jackson moved and Ms. Blake seconded to approve Ordinance No. 2719 for first reading. After discussing the ordinance, Ms. Blake motioned to table Ordinance No. 2719. Ms. Jackson seconded, and the motion was approved on a 3 – 2 vote. President Heath and Vice-President Boda voted “nay.”

- **Ordinance No. 2720- 1st reading-** amending Section 15.22 of the Salisbury City Code, entitled “Vacant Buildings”, to require registration of vacant lots and payment of annual fees

Ms. Jackson moved, Mr. Boda seconded and the vote was unanimous to approve Ordinance No. 2720 for first reading.

148
149
150

FY23 PROPOSED BUDGET ORDINANCES- presented by City Attorney Ashley Bosche

- **Ordinance No. 2721- 1st reading-** appropriating the necessary funds for the operation of the government and administration of the City of Salisbury, Maryland for the period July 1, 2022 to June 30, 2023, establishing the levy for the General Fund for the same fiscal period and establishing the appropriation for the Water and Sewer, Parking Authority, City Marina, and Storm Water Funds

Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve Ordinance No. 2721 for first reading.

- **Ordinance No. 2722- 1st reading-** increasing Water and Sewer rates by 6% and making said changes effective for all bills dated October 1, 2022 and thereafter, unless and until subsequently revised or changed

Mrs. Jackson moved, Ms. Blake seconded and the vote was unanimous to approve Ordinance No. 2722 for first reading.

- **Ordinance No. 2723- 1st reading-** to set fees for Fiscal Year 2023 and thereafter, unless and until subsequently revised or changed

Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve Ordinance No. 2723 for first reading.

151

PUBLIC COMMENTS

152
153

Four members of the public provided the following comments:

155

- Vacant lots were identified as unimproved property in the State Assessments data base, and were already under the guidelines of any ordinance, as Mayor Day indicated.
- Whether there was a fee or not this year, speaker said she saw no need for another layer of bureaucracy to identify something that was already identified.
- Regarding the tree ordinance, there was no fee to apply for a permit, however the tree companies would be asked to file all of the paperwork and would pass that cost along.

156
157
158
159
160
161

- 162 • *Who determined the kind of tree to plant in place of a removed tree, and what age and how*
- 163 *tall would the tree need to be? Could a small sapling replace a large tree? Who would*
- 164 *inspect to insure it was still living in five years? Tree removal can cost thousands of dollars.*
- 165 • *She did not think the tree ordinance was what the City needed to be considering right now.*
- 166 • *Speaker thought that rights to private property should only be infringed upon when there*
- 167 *was a compelling need- and he did not think that was the case.*
- 168 • *If a person owned a lot, he did not see the need to have to ask permission to remove a tree.*
- 169 • *Asked why owners had to pay a vacant lot fee if they were already paying property taxes.*
- 170 *Ordinances were already on the books to handle anything happening that was undesirable.*
- 171 • *Speaker missed the discussion of what was going on with Lot 30. He said notifying nearby*
- 172 *land owners would be helpful to let them know what was going on.*
- 173 • *His concerns were traffic, lack of parking and the bad effect on businesses in his building.*
- 174 *He asked that in moving forward the City would take his opinions into account.*
- 175 • *Speaker was a firefighter (FF) for 34 years and asked Council to consider the COVID funds*
- 176 *received from the State. They were on the front lines and risked bringing COVID home to*
- 177 *their families. Most of the City employees got to work from home, FF did not get that option.*

178
179 **ADMINISTRATION AND COUNCIL COMMENTS**

180
181 *Mayor Day said the identification and registration of vacant lots was not up for discussion as it was*
182 *already law. The only proposal was to restructure and increase the fees associated with those*
183 *properties. Vacant lots were shown to increase crime and fires and decrease property values.*
184 *Currently, the burden was on the City citizens and not the people who own the properties.*

185
186 *Ms. Jackson received a call about a 16-year-old who was severely burned in a house fire on*
187 *Hanson Street. She said she called the mother and asked everyone to keep Cory Turner in their*
188 *prayers. He was taken to John Hopkins Burn Center and would spend at least six months there. His*
189 *family lost everything and he would have perished if the Fire Department had not done their jobs.*

190
191 *Ms. Blake said everyone on the Council was concerned and hoped to close the gaps in pay. If*
192 *healthy enough, please donate blood.*

193
194 *Ms. Gregory reiterated what Ms. Jackson said. The EMS has always been top notch and Council*
195 *would work hard to get them what they needed.*

196
197 *President Heath asked that everyone keep the Ukraine in their prayers. This was the most difficult*
198 *budget he had ever worked on. They would do what they believed was best for everyone.*

199
200 **ADJOURNMENT**

201
202 *With no further business to discuss, the meeting adjourned at 8:22 p.m.*

203
204 _____
205 *City Clerk*

206
207 _____
208 *Council President*

CITY OF SALISBURY
WORK SESSION
MAY 2, 2022

Public Officials Present

Council President John “Jack” R. Heath	Mayor Jacob R. Day
Council Vice-President Muir Boda	Councilwoman Angela M. Blake
Councilwoman Michele Gregory	Councilwoman April Jackson

In Attendance

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Police Chief Barbara Duncan, Officer Tucker, Fire Chief John Tull, Deputy Chief Chris O’Barsky, Housing and Homelessness Manager Christine Chestnutt, Special Assistant to the Mayor Nate Sansom, Exec. Administrative Assistant Jessie Turner, City Clerk Kim Nichols, and Attorney Ashley Bosche.

On April 18, 2022 the Salisbury City Council convened at 4:30 p.m. in a hybrid Work Session in Council Chambers of the Government Office Building and on Zoom Conferencing Video.

Proclamations- presented by Mayor Jacob R. Day

Municipal Clerks Week proclamation

Mayor Day presented the Municipal Clerks Week proclamation in celebration of the 53rd Municipal Clerks Week and recognized Salisbury City Clerks Julie English and Kim Nichols.

National Small Business Week proclamation

Mayor Day presented the National Small Business Week proclamation to Vinessa Williams, owner of Little Leaders Learning Academy who was named Young Entrepreneur of the Year by the US Small Business Administration’s Baltimore District Office. He urged all residents to support the small businesses in the community.

Criminal Justice Reform Task Force (CJRTF)

Mayor Day thanked the CJRTF members for their service to the City. Chief Duncan said it was a long process mostly through COVID, and they made substantial progress in some areas. Chair Eileen Johnson, joined by Wicomico County Public Defender Wesley Moore, explained that after the murder of George Floyd the Mayor called for the creation of the task force. Alyssa Hastings helped walk them through the process she used with the Environmental Task Force, which was very helpful. Residents from the County were invited to the meetings to provide perspective and advice. Ms. Johnson was grateful for the opportunity to be on the CJRTF and hoped for progress.

President Heath suggested that once Council reviewed the recommendations, after the budget was finalized, they would invite them back to discuss the full report.

Ordinance to appropriate funds received from auction of vehicle

46
47 Deputy Fire Chief Chris O’Barsky requested a budget amendment to appropriate funds
48 to the Fire Department Operating Budget from the sale of a 2012 International Terrastar
49 Horton Ambulance. It was an old ambulance no longer in service and was sold on Gov
50 Deals. He said they would appropriate \$20,315.93 back into their operating budget.

51
52 Council reached unanimous consensus to advance the legislation to legislative agenda.
53

54 **Ordinance to accept FY22 Community Mental Health Services (COVID Relief) Block**
55 **Grant funds**

56
57 Housing & Homelessness Manager Christine Chestnutt informed Council the City received an
58 award of FY22 Community Mental Health Services Block Grant Funds funding from SAMSHA
59 passed through the Wicomico County Local Behavioral Health Authority in the amount of
60 \$12,562.00. The funds will be used to help pay for the Homeless Services Case Specialist.

61
62 Council reached unanimous consensus to advance the ordinance to legislative agenda.
63

64 **Ordinance to accept CFES donation for water fountain at Ben’s Red Swings**

65
66 Ms. Glanz explained the ordinance was accepting a \$1,000 donation from the
67 Community Foundation of the Eastern Shore to provide for a water fountain at Ben’s
68 Red Swings. The City has already installed the new fountain.

69
70 Council reached unanimous consensus to advance the legislation to legislative agenda.
71

72 **Dirt Bike Ordinance**

73
74 Chief Duncan said that with the current legislative outlook and restrictions on law
75 enforcement, pursuits were very problematic. They were working with the Sheriff’s
76 Department and invited the State’s Attorney’s Office (SAO) to a work group. SPD
77 lacked the ability legislatively to seize dirt bikes they found that had no one claimed
78 ownership to. They worked with the SAO in the past, and unless the bike was involved
79 in a crime, there was not much push to seize it. She suggested passing legislation to
80 allow the SPD to seize the unclaimed bikes. When they crash, a chase car driver will
81 come from behind and load the individual up and take them to the hospital or out of the
82 area for treatment. Another chase vehicle, typically a truck, would pick up the bike and
83 leave the area. The motorist involved or the property owners were left to pay for
84 damages on their own.

85
86 She said the City should not have to deal with this community problem and thought there
87 could be legislative remedies. The legislation from Baltimore City and could place extra
88 stress and burden on business owners. They were trying find an answer to bring to
89 Council that would work with the other agencies.

90
91 President Heath suggested taking a picture of the chase car’s license plate.
92

93 Ms. Jackson said they knew they could not be chased by the SPD. She did not like it and
94 did not feel safe and said she wished the parents would take a stand.
95

96 **Public Comments**
97

98 One member of the public provided the following comments:
99

- 100 • The Eastern Shore has a vibrant dirt bike-motor bike culture.
- 101 • Before there was legislation passed, discuss the legislation with the community.
- 102 • They were a public safety issue. If there was a law passed, give a grace period of
103 a year before seizures begin. During that time, educate the community on roadway
104 rules, how to register a dirt bike, and celebrate the culture of dirt bikes.
- 105 • Young people need boundaries and if given free rein, they will work the system.
106 If they are given clear boundaries and a grace period to follow those rules, you
107 would be able to differentiate between those who were manipulating the system
108 and those who were victims of just not knowing.
- 109 • Many young people wanted a dirt bike ramp. Should work with the County on it.
- 110 • If an ordinance was just “put out” the City risked community backlash just like
111 Baltimore received.
112

113 President Heath responded that there was no grace period in the law, and they were
114 violating the law. The last bike, where the driver fell off, was stolen from Baltimore.
115 The people who are advocating for a track are not the same ones that are driving illegally
116 in the City. They get thrilled by making people nervous and upset.
117

118 Ms. Jackson agreed that they did not want a dirt track, but only wanted to incite fear.
119

120 **Administration and Council Comments**
121

122 Ms. Jackson announced a Maryland Food Bank Drive at VFW 10159 on Friday, May 6,
123 2022 at 11:00 a.m.
124

125 Ms. Blake asked those healthy enough to please donate blood.
126

127 President Heath reiterated Ms. Blake’s comment to give blood if healthy enough. He
128 thanked City Clerks Kim Nichols and Julie English for doing a good job.
129

130 **Adjournment of Work Session**
131

132 With no further business to discuss, President Heath adjourned the Work Session at 5:19 p.m.
133 and Council convened in the scheduled Special Meeting.
134

135 _____
136 City Clerk
137

138 _____
139 Council President

1 **CITY OF SALISBURY, MARYLAND**

2
3 **SPECIAL MEETING**

MAY 2, 2022

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President John “Jack” R. Heath*
8 *Council Vice-President Muir Boda*
9 *Councilwoman Angela Blake*

Mayor Jacob R. Day
Councilwoman Michele Gregory
Councilwoman April Jackson

10
11 **IN ATTENDANCE**

12
13 *City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Fire Chief John Tull,*
14 *Deputy Chief Chris O’Barsky, City Attorney Ashley Bosche, City Clerk Kimberly Nichols*

15 *******

16 *The City Council convened in a hybrid Work Session (in person and on Zoom Conferencing*
17 *Video) on May 2, 2022. Upon the adjournment of the Work Session at 5:19 p.m., President*
18 *Heath called the Special Meeting to order.*

19
20 **ADOPTION OF LEGISLATIVE AGENDA**

21
22 *Ms. Blake moved, Ms. Jackson seconded, and the vote was unanimous to approve the Special*
23 *Meeting agenda as presented.*

24
25 **ORDINANCE-** *presented by City Attorney Ashley Bosche*

- 26
27 • **Ordinance No. 2724-** *1st reading- approving a budget amendment of the FY2022 General*
28 *Fund Budget to appropriate funds to the Salisbury Fire Department’s Operating Budget*

29
30 *Mr. Boda moved, Ms. Jackson seconded, and the vote was 5-0 to approve Ordinance No.*
31 *2724 for first reading.*

32
33 **ADJOURNMENT**

34
35 *With no further business to discuss, the Special Meeting adjourned at 5:23 p.m.*

36
37 _____
38 *City Clerk*

39
40 _____
41 *Council President*

1 **CITY OF SALISBURY, MARYLAND**

2
3 **REGULAR MEETING**

MAY 9, 2022

4
5 **PUBLIC OFFICIALS PRESENT**

6
7 *Council President John “Jack” R. Heath*
8 *Councilwoman Angela M. Blake*

Council Vice-President Muir Boda
Councilwoman Michele Gregory

9
10 **PUBLIC OFFICIALS ABSENT**

11
12 *Mayor Jacob R. Day*
13 *Councilwoman April Jackson*

14
15 **IN ATTENDANCE**

16
17 *City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Police Chief Barbara*
18 *Duncan, Procurement Director Jennifer Miller, Fire Chief John Tull, Deputy Chief Chris*
19 *O’Barsky, Grants Manager Deborah Stam, Acting Director Department of Infrastructure &*
20 *Development Rick Baldwin, Executive Administrative Assistant Jessica Turner, City Attorney*
21 *Ashley Bosche, City Clerk Kimberly Nichols, and members of the public*

22 *****
23 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

24
25 *The City Council met in regular session at 6:00 p.m. via Zoom and in person and Council*
26 *President John R. “Jack” Heath called the meeting to order. After J. Anthony Dickerson of the*
27 *Greater Mt. Olive Full Gospel Baptist Church provided the City Invocation, everyone recited the*
28 *pledge to the flag.*

29
30 **PROCLAMATIONS-** presented by City Administrator Julia Glanz

- 31
32 • **Haitian Heritage Month**
33 *Ms. Glanz presented the Haitian Heritage Day proclamation and urged everyone to*
34 *educate themselves on the culture and achievements of the Haitian community.*
35
36 • **EMS Week**
37 *Ms. Glanz presented the proclamation “EMS WEEK: Rising to the Challenge” and*
38 *Assistant Chief Chris Truitt from the Fire Department received it at the podium.*

39
40 **PRESENATIONS**

- 41
42 • **“I LOVE SALISBURY”-** presented by Salisbury University students Haley Taylor,
43 *Megan Spicer and Wyatt Parks*
44 *The students explained the Student Government Association did two major volunteer*
45 *events – “I LOVE SALISBURY” and “THE BIG EVENT.” They had over 400 volunteers*
46 *for the recent “I LOVE SALISBURY” event.*

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- **Law Enforcement Body Camera Grant**- presented by Timothy Ailsworth, LGIT Executive Director
Mr. Ailsworth thanked the City for belonging to LGIT and presented the check in the amount of \$4,425 to Police Chief Barbara Duncan for body cameras.

ADOPTION OF LEGISLATIVE AGENDA

Ms. Blake moved, Mr. Boda seconded, and the vote was unanimous (4-0) to approve the legislative agenda as presented.

CONSENT AGENDA- presented by City Clerk Kimberly Nichols

The consent agenda, consisting of the following items, was unanimously approved (4-0 vote) on a motion and seconded by Ms. Gregory and Ms. Blake, respectively:

- **April 18, 2022 Work Session Minutes**
- **Resolution No. 3168**- to approve the reappointment of Elise Trelegan to the Sustainability Advisory Committee (Green Team) for the term ending May 2025

AWARD OF BIDS- presented by Procurement Director Jennifer Miller

The following item was unanimously approved on a motion and seconded by Mr. Boda and Ms. Gregory, respectively:

- **ITB 22-122 Park WTP Raw Water Main** \$ 405,239.00

RESOLUTION- presented by City Administrator Julia Glanz

- **Resolution No. 3169**- to approve the City’s Action Plan for Community Development Block Grant (CDBG) funds for CDBG Program Year 2022

Ms. Gregory moved, Ms. Blake seconded, and the vote was unanimous (4-0) to approve Resolution No. 3169.

ORDINANCES- presented by City Attorney Ashley Bosche

- **Ordinance No. 2717- 2nd reading**- to amend Chapter 5.52 of the City Code, defining the definition of “Food Service Facility” in lieu of “Restaurant,” and granting the City Fire Marshal the authority to enforce the provisions of Chapter 5.52

Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2717 for first reading.

- **Ordinance No. 2718- 2nd reading**- amending Chapter 2.32 of the Salisbury City Code, entitled “Purchases And Sales,” to increase the maximum dollar amount for direct purchases

and the minimum dollar amount for formal competitive bidding in order to increase Procurement efficiency in a market of increased costs

Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to approve Ordinance No. 2718 for second reading.

- **Ordinance No. 2720- 2nd reading-** *amending Section 15.22 of the Salisbury City Code, entitled “Vacant Buildings”, to require registration of vacant lots and payment of annual fees*

Ms. Blake moved and Ms. Gregory seconded to approve Ordinance No. 2720 for second reading.

Ms. Blake moved to amend the ordinance as read by Ms. Bosche. Ms. Gregory seconded, and the vote was 3-1 to approve the amendment. Mr. Boda cast the “nay” vote.

Ordinance No. 2720 for second reading, as amended, was passed on a 3-1 vote. Mr. Boda voted “nay”.

- **Ordinance No. 2724- 2nd reading-** *approving a budget amendment of the FY22 General Fund Budget to appropriate funds to the Salisbury Fire Department’s Operating Budget*

Mr. Boda moved, Ms. Gregory seconded, and the vote was 4-0 to approve Ordinance No. 2724 for second reading.

- **Ordinance No. 2725- 1st reading-** *authorizing the Mayor to accept Law Enforcement Body Camera Grant funds from the Local Government Insurance Trust in the amount of \$4,425 for the Salisbury Police body worn cameras project*

Ms. Gregory moved, Ms. Blake seconded, and the vote was 4-0 to approve Ordinance No. 2725 for first reading.

- **Ordinance No. 2726- 1st reading-** *authorizing the Mayor to accept donated funds in the amount of \$1,000 from the Community Foundation of the Eastern Shore, and to approve an amendment to the FY22 Budget to appropriate these funds to partially cover costs of the purchase and installation of a new water fountain at Ben’s Red Swings Playground*

Mr. Blake moved, Ms. Gregory seconded, and the vote was 4-0 to approve Ordinance No. 2726 for first reading.

- **Ordinance No. 2727- 1st reading-** *authorizing the Mayor to enter into a memorandum of understanding with the Wicomico County Local Behavioral Health Authority for the purpose of accepting Community Mental Health Services (COVID relief) Block Grant Funds in the amount of \$12,562 and to approve a budget amendment to the Grant Fund to appropriate these funds for the Homeless Services Case Specialist position*

Mr. Boda moved, Ms. Gregory seconded, and the vote was 4-0 to approve Ordinance No. 2727 for first reading.

81
82 **PUBLIC COMMENTS**
83

84 *Two members of the public provided the following comments:*

- 85 • *Has lived in her home for 42 years and watched taxes and water bills increasing over time.*
- 86 • *The City has been paying for the water plant fiasco since Barrie Tilghman was mayor.*
- 87 • *Her water usage and sewer outage were still 2.5 difference and it should not be. Sewer*
88 *should be less than water intake, but still the sewer bill increases.*
- 89 • *She appreciated Salisbury’s great water, but was frustrated with the sewer billings and*
90 *asked how long the citizens would have to pay.*
- 91 • *President Day said there was a large debt, and the City had to pay.*
- 92 • *Ms. Glanz said she was sorry to hear about the experience the speaker had and discussed*
93 *the Water Incentive Program (WIN). Those behind on their bills could apply and receive up*
94 *to \$2,000 of a late water bill for the entire year. If you were behind for multiple quarters,*
95 *you could apply. She said Administration did not put forth the water and sewer fee increase*
96 *lightly. It was something they had to keep evaluating. Everything was increasing, and the*
97 *City couldn’t not fund it adequately.*
- 98 • *Speaker took advantage of the Bee Pollinator program offered by the SU students.*
- 99 • *Speaker did not know why the registration of vacant lots was necessary, as taxes were paid*
100 *on them. The comment about land banking was “overkill.”*
- 101 • *Her tenant applied for the WIN Program and has not heard if she qualified. It has not*
102 *helped any of her clients as of yet.*
- 103 • *The vacant lot registration, which passed this evening, seemed like it was redundant*
104 *legislation.*

105
106 **ADMINISTRATION AND COUNCIL COMMENTS**
107

108 *Ms. Glanz said the WIN Program was a partnership with Social Services. She would discuss with*
109 *Finance to see how many people participated and if they could work through the kinks. Anyone*
110 *interested could visit Salisbury.md/WIN. It was available in multiple languages. Also, the City was*
111 *holding a baby shower for Chaska the bear and her twins to help with a new den. All donors will be*
112 *invited to a fun baby shower.*

113
114 *Mr. Boda reminded everyone that May 21st was Hoppes on the River.*

115
116 *Ms. Blake reminded everyone to stay safe around school buses and if healthy enough, to please*
117 *donate blood.*

118
119 *Ms. Gregory announced the Phoenix Youth Project’s Sneaker Gala would be held in August. Last*
120 *time, it was a small crowd. She recommended everyone getting tickets now.*

121
122 *President Heath said that several years ago the City hired a consultant to assess the City’s charges*
123 *for water and sewer. The recommendation was to immediately raise the fee by 15%. The City*
124 *decided not to do that, but raised the rates by 3% twice in a row, and 6% twice in a row. He*

125 *seconded Ms. Blake’s request for blood, as the Eastern Shore was severely low on blood supply,*
126 *and asked for everyone to continue to keep Ukraine in their prayers.*

127

128 **ADJOURNMENT**

129

130 *With no further business to discuss, the meeting adjourned at 7:08 p.m.*

131

132

133 _____
City Clerk

134

135

136 _____
Council President

1 CITY OF SALISBURY
2 WORK SESSION
3 MAY 16, 2022
4

5 Public Officials Present
6

7 Council Vice-President Muir Boda
8 Councilwoman Michele Gregory

Councilwoman Angela M. Blake
Councilwoman April Jackson

9 Public Officials Absent

10 Mayor Jacob R. Day
11 Council President John “Jack” R. Heath
12

13 In Attendance
14

15 City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Police Chief Barbara
16 Duncan, Housing and Community Development (HCDD) Director Ron Strickler, Department of
17 Infrastructure & Development (DID) Acting Director Rick Baldwin, Media, Events Specialist
18 Allison Foster, City Clerk Kim Nichols, and City Attorney Ashley Bosche.
19 -----

20 On May 16, 2022 the Salisbury City Council convened at 4:30 p.m. in a hybrid Work
21 Session in Council Chambers of the Government Office Building and on Zoom
22 Conferencing Video.
23

24 **Proclamation**- presented by City Administrator Julia Glanz
25

26 **National Police Week**

27 Ms. Glanz presented the proclamation to Police Chief Barbara Duncan. Police Week was
28 a way to publicly salute the service of law enforcement officers in our community and across the
29 Nation, and to honor the service and sacrifice of those officers who died in the line of duty.
30

31 **Resolution to accept forfeited vehicle to add to the SPD fleet**
32

33 Police Chief Barbara Duncan reported that as a result of a case held in Circuit Court
34 handled by SPD officers, as part of the disposition of the case the court ordered a
35 forfeiture of a 2014 Nissan Ultima awarded to the City Police Department. The vehicle,
36 valued at about \$10,000, needed approximately \$1,700 of minimal cosmetic repairs to
37 pass inspection.
38

39 She requested the vehicle be accepted and incorporated into the City Police Department
40 fleet.
41

42 Council reached unanimous consensus to advance the legislation to legislative agenda.
43

44 **Non-conforming Use Zoning Exemption program update**

45
46 HCDD Director Ron Strickler presented the six-month update on the non-conforming use
47 zoning exemption program, created to solve several problems in the City. He reported
48 that a majority of the properties HCDD identified were vacant and in disarray, and others
49 were not. Eighteen properties were identified through the process. The initial mailings
50 went out about a six weeks after the program began, did not receive a good response. An
51 additional mailing was sent out about two months later, and response has been received.
52 The first application has been received and under review. Another four properties were
53 identified. Some of the properties, as expected, were now on the market to be sold. One
54 of the properties sold for 80,000 three years ago, and was currently listed for \$285,000
55 and was under contract. They knew that by doing this they could increase property
56 values by eliminating blight and vacancy. One of the properties was selling contingent
57 upon being converted into multiunit, of which it was originally built as and six were
58 currently under rehabilitation plans. He was unsure if he would be asking for an
59 extension in November, but if the need was there they obviously would address it at that
60 point. Once applications were approved they had twelve months to have the property
61 rehabilitated and receive the Certificate of Occupancy.

62
63 Some of the properties needed major work but he did not think it would deter them.

64
65 **Ordinance to approve a budget amendment for Poplar Hill ADA lift**

66
67 DID Acting Director Rick Baldwin stated that previously a total of \$75,000 was
68 appropriated for both a bathroom restoration and the installation of an ADA ramp to
69 access the building. The bathroom conversion was completed and the original ramp
70 design was rejected by the Maryland Historical Society, which has now approved
71 reconstruction of the rear steps, deck and installation of the ADA compliant inclined
72 platform lift. DID worked with Procurement to get bids for the work, and they received
73 three bids. The lowest bidder was not deemed responsible, and the second bidder, East
74 Coast Contracting, was selected with a bid of \$73,300. There was \$52,000 remaining,
75 and the request was for a \$21,000 increase. Finance Director Keith Cordrey identified
76 available funds in the General Fund Capital Improvements. The project would be
77 finished in the early Fall.

78
79 He added that posts would be anchored at the base into a small area of concrete, with the
80 remainder of the supporting posts running up the stairs.

81
82 Council reached unanimous consensus to advance the ordinance to legislative agenda.

83
84 **Charter Amendment to change budget public hearings requirements of publishing ad in newspaper published in the City**

85 City Clerk Kim Nichols stated that the Constant Yield, annexations, and charter
86 amendment public notices all had state requirement to be published in a newspaper
87 published in the City. City Attorney Bosche would check to see if text amendments to
88 the Zoning Code were also a state requirement. The only thing possibly changing would

89 be the budget advertising, and questioned whether it was worth changing. She shared
90 that Procurement added “or electronic media” to leave the option. Ms. Bosche thought
91 the code could be cleaned up, and they could add a disclaimer, “unless required by
92 statute” giving the City the discretion to publish however they deemed fit. She would go
93 through the Charter and Code to clean up the language throughout.

94 **Administration and Council Comments**

95

96 Ms. Glanz said it was going to be a fun-filled weekend. Friday would be Third Friday
97 with the theme “Wheels” and they were extending the footprint down Main Street
98 towards Mojo’s, having a car show and a lot of other features. There will be the Movie
99 “Uncharted” on Friday night at the Amphitheater around dark. The Haitian Flag Day
100 Festival was on Sunday Downtown from 2pm to 6pm. The next budget session was
101 scheduled for 8:30 a.m. tomorrow.

102

103 Ms. Blake asked everyone to be kind to school buses. When officers have a car pulled
104 over, please get as far away as possible in the far lane to keep them safe. There was also
105 an urgent need on the Eastern Shore for blood. If healthy enough, please donate blood.

106

107 Ms. Gregory asked everyone to remember COVID was a real thing and the numbers were
108 up again. Please get vaccinated or boosted.

109

110 Ms. Jackson commended all the seniors and their proms this weekend. She was proud to
111 see the young people dressed and looking lovely. She reminded everyone about the dirt
112 bike discussion meeting at VFW #10159 at 821 W. Main Street at 6 p.m.as there were
113 serious concerns that needed addressing. There had to be some kind of leadership in
114 place for them to help the City decide what could be done with the bikers.

115

116 Mr. Boda said the Saturday was Hoppes on the River. Mr. Kitzrow would be taste testing
117 everything and Ms. Glanz would be serving. He was looking forward to the City getting
118 back into summer activities. There was a lot going on.

119

120 **Adjournment of Work Session**

121

122 With no further business to discuss, Mr. Boda adjourned the Work Session at 4:55 p.m.

123

124

125 _____
City Clerk

126

127

128 _____
Council President



City of
Salisbury
Jacob R. Day, Mayor

COUNCIL AGENDA – Department of Procurement

May 23, 2022

Award of Bid(s)

- | | |
|---|--------------|
| 1. ITB 22-126 Department of Field Operations Sanitation Truck | \$211,285.00 |
|---|--------------|



City of
Salisbury
Jacob R. Day, Mayor

To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: May 23, 2022
Subject: Award of Bids

The Department of Procurement seeks approval from City Council to award the following procurement:

ITB 22-126 Sanitation Truck

- Department: Field Operations
- Specifications: 2024 International HV607 conventional cab/chassis with Heil PT1000 rear-load refuse body
- Cooperative contract(s):
 - Sourcewell 060920-NVS Class 4-8 Chassis w/Related Equipment, Accessories, and Services
 - Sourcewell 091219-THC Mobile Refuse Collection Vehicles w/Related Equipment, Accessories, and Services
- Vendor(s):
 - International of Delmarva (060920-NVS)
 - Mid Atlantic Waste Systems (091219-THC)
- Cost: \$211,285 (approx.)
- GL Account(s): 32061-577025 Waste Collection - Vehicles
- Notes:
 - City of Salisbury Charter, Section SC 16-3 (9) General Policy of Competitive Bidding, Exceptions - Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.”
 - Delivery of turnkey truck (cab/chassis/body) approx. Fall 2023

Prepared For:

CITY OF SALISBURY
 Bill Sterling
 North Division St and Route
 SALISBURY, MD 21801-
 (410)548 - 3177
 Reference ID: City of Dover

Presented By:

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

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

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

Model Profile
2022 HV607 SBA (HV607)

AXLE CONFIG: 4X2
APPLICATION: Rear Loader
MISSION: Requested GVWR: 35000. Calc. GVWR: 35000. Calc. GCWR: 80000
 Calc. Start / Grade Ability: 28.48% / 3.74% @ 55 MPH
 Calc. Geared Speed: 74.4 MPH
DIMENSION: Wheelbase: 207.00, CA: 139.90, Axle to Frame: 77.00
ENGINE, DIESEL: {Cummins L9 330} EPA 2021, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC: {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW, Refuse/Mixer
CLUTCH: Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING: {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE: {Dana Spicer S23-190} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, R Wheel Ends
 Gear Ratio: 4.78
CAB: Conventional, Day Cab
TIRE, FRONT: (2) 11R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position
TIRE, REAR: (4) 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE: 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT: Cab schematic 100WL
 Location 1: 9219, Winter White (Std)
 Chassis schematic N/A

Base Chassis, Model HV607 SBA with 207.00 Wheelbase, 139.90 CA, and 77.00 Axle to Frame.

AXLE CONFIGURATION {Navistar} 4x2

Notes

: Pricing may change if axle configuration is changed.

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

BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty

WHEELBASE RANGE 189" (480cm) Through and Including 256" (650cm)

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

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

Description

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

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

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

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

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

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

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

AIR DRYER {Bendix AD-9} with Heater

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn

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

SLACK ADJUSTERS, FRONT {Gunite} Automatic

SLACK ADJUSTERS, REAR {Gunite} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

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

BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity

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

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2

AFTERTREATMENT COVER Aluminum

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

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 10' 11"

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

Description

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

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2) Disc Style

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

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

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

BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

ANTENNA Shark Fin, Roof Mounted

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

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

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

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

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

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

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

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

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

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

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

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

HEADLIGHTS Halogen

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

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

Description

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WL"

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

DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions

PROMOTIONAL PACKAGE Government Silver Package

SAFETY TRIANGLES

CLUTCH Omit Item (Clutch & Control)

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

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

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE, DIESEL {Cummins L9 330} EPA 2021, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)

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

Includes

: FAN Nylon

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

Includes

: DEAERATION SYSTEM with Surge Tank

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

: RADIATOR HOSES Premium, Rubber

AIR CLEANER Single Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022

THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel

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

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

CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty

AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW, Refuse/Mixer

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

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Front Loaders, Rear Loaders, Recycling/Packer Trucks, Package Number 142

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

Description

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

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

AXLE, REAR, SINGLE {Dana Spicer S23-190} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, R Wheel Ends . Gear Ratio: 4.78

SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints

LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

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

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

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Includes

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

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

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

Air Pressure (Primary and Secondary)

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

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

GAUGE, VOLTMETER Auxiliary Gauge, Located in Center Panel. Standard Cluster Also Includes Digital Voltage Readout

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

SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, Less Under Seat Storage Compartment

MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

CAB INTERIOR TRIM Classic, for Day Cab

Includes

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

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

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

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

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

CAB REAR SUSPENSION Air Bag Type

Description

INSTRUMENT PANEL Flat Panel

COWL TRAY LID

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

WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

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

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

Services Section:

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

SERVICES, TOWING {Navistar} Service Call to 24-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$275 (USA) Maximum Benefit per Incident

SRV CONTRACT, EXT ALLISON XMSN {Allison} To 60-Month/Unlimited Miles/km, for Allison 3000 RDS with Refuse Packer Vocations (ST15, ST16)

SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/150,000 Miles (240,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)

Body/Allied Equipment**Description**

Price via Sourcewell Award plus anticipated price increase for 2024 year model

Goods Purchased**Description**

Allison 5yr Unlimited Mileage Extended Warranty

Financial Summary
2022 HV607 SBA (HV607)

(US DOLLAR)

<u>Description</u>	<u>Price</u>
Net Sales Price:	\$99,780.00

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

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

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

Official Title and Date

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

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



Division of THC Enterprises, Inc.

Easton, MD * Baltimore, MD * Chesapeake, VA Chester, PA *
Clinton, MD * Cheswick, PA * Salem, VA

Phone 800-338-7274 Fax 410-820-9916

Visit us on the web! www.mawaste.com



PROPOSAL

Remittance Address for Deposits:

10641 Cordova Road
Easton, MD 21601

SOLD TO

Jerry Arrington
City of Salisbury, Maryland
500 Mack Ave
Salisbury, MD 21801-3653
USA

SHIP TO

Jerry Arrington
City of Salisbury, Maryland
500 Mack Ave
Salisbury, MD 21801-3653
USA

Quote #: RSSQ37074-A

Account: 12016

Terms:

Date: 03/28/22

(410) 548-3177

jarrington@salisbury.md

(410) 548-3177

jarrington@salisbury.md

Sales Rep Jack Mason

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
SOURCEWELL CONTRACT # 091219-THC(HEIL)			
CITY OF SALISBURY MEMBERSHIP # 2425			
1.00	HEIL Rear Loader PT 1000 20 Cubic Yard; 3.0 Cubic Yard Hopper; Smooth Side Body Construction; Bolt-On ANSI Rear Riding Steps; Tailgate Service Props; Remote Mount Cast Iron Roller Bearing Gear Pump (Less PTO); Chrome Plated Single Stage Cylinder Rods; Quick Change UHMW Ejector Slides; Wide Trak Easy-Change Carrier Slides; Underbody Mounted Oil Tank; Level/Temperature/Sight Gauge for Hydraulic Oil Tank; Oil Suction Shut-Off Valve; 3 Micron Return Line Filter with Magnetic Trap and In-Cab Filter Bypass Monitor; 100 Mesh Suction Line Strainer; Regenerative Valve for Fast Packer & Reload Times; Neutral Safety Switch for Automatic Transmissions Only; Right Side Buzzer Controls; Right Side Packer Controls; Backup Alarm; Backup & License Plate Lights; LED Center Mounted Brake Light; LED Duplicate High & Low Mount Stop, Turn, & Tail Lights; LED Mid-Body Turn Signals; Hinged left side body access door with step and grab; LED FMVSS #108 Clearance Lights & Reflectors; ICC Reflective Tape; Rear Camera Bracket & Flood Lights-Reverse Activated; Body undercoating; 5 lb. In Cab Fire Extinguisher; Safety Triangle; Customer's Choice of One Color Finish Paint; Standard One (1) Year (2,000 Hours of Operation) Warranty; ANSI Z 245.1-2012 Compliant; Cavity coat and joint sealer; Chrome Ejector Cylinder	\$66,451.20	\$66,451.20
1.00	Full Factory Mount	\$3,397.44	\$3,397.44
1.00	Freight-Mounted Units Easton MD-Driveaway	\$3,675.00	\$3,675.00
1.00	2021- Direct mount vane (fast cycle pump 16-19 sec cycle time)	\$1,425.60	\$1,425.60
1.00	2021- Clutch shift PTO) formerly referred to as Hot shift PTO) * must select one of the following pumps below	\$3,494.40	\$3,494.40
1.00	Bayne Cart Tipper-Specify Model-Includes Controls, Valves, Plumbing, & Installation		
1.00	Bayne MBTL180 Rotary Actuated Dual Cart Tipper, Lift Capacity 400 lbs	\$11,461.44	\$11,461.44
1.00	3rd Eye Single Camera System with monitor and Single Camera Mounted on Tailgate	\$2,398.08	\$2,398.08
1.00	Left Hand Buzzer Kit	\$202.56	\$202.56
1.00	Dual Hopper Work Light Kit-Two Lights-Switch in Cab	\$558.72	\$558.72
1.00	Peterson Multi-Function (SMART) LED Strobe/Turn Lamps-Includes LED Light Package for Entire Unit	\$724.80	\$724.80
1.00	Strobe Light, Amber-Upper LH Corner of Tailgate-In-Cab Switch	\$793.92	\$793.92

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1.00	Tool Box (18"x18"x36")-Frame Mounted	\$970.56	\$970.56
1.00	High Pressure Filter Kit	\$1,076.16	\$1,076.16
1.00	20 lb Fire Extinguisher with Bracket	\$587.52	\$587.52
1.00	Customized Paint Color - Salisbury Gray	\$466.56	\$466.56
1.00	Sourced Goods: New Teltronic Motorola CM200D Radio (Installed)	\$1,870.00	\$1,870.00
1.00	Steel Surcharge	\$11,951.12	\$11,951.12

Price includes one standard color paint. Additional charges will apply if not a standard color paint from paint brochure or a metallic paint.

Price is based on the delivery of a clean and clear, ready to mount chassis, meeting Heil's minimum chassis requirements, delivered to the plant in Fort Payne, AL. Any alterations of battery box, air tanks, etc., will be an additional charge to the customer. A mounted and pre-delivery inspected unit will be delivered back to a Mid-Atlantic Waste Systems facility. Customer will pick up unit upon completion.

All built per manufacturer's standard specifications.

No title or tag fees included.

Due to the volatility of the fuel and steel markets, prices are subject to change without notice.

Price does not include any local, state, or federal excise tax.

Price includes freight.

Approximate Delivery: TBD After Receipt of Chassis at Heil

Terms: Net 15 Days

Subtotal	\$111,505.08
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
TOTAL*	\$111,505.08

*Total does not include optional items

F.E.T will be charged on all applicable items unless current F.E.T Exemption form is on file.

Any cancellation or modification of order will result in a 20% restocking charge to Buyer.



TERMS AND CONDITIONS

1. General

No terms or condition of Buyer's purchase order which is different from or in addition to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on MID-ATLANTIC WASTE SYSTEMS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations or agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent. Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

2. Price and Payment

**Payments Accepted: Cash, Checks, ACH & Wires. Credit Card payments above \$5,000 will incur a 3% fee.

(a) Prices quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be the expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Maryland.

3. Delivery

(a) Delivery dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and

4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATION IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

5. Delays

Seller shall not be liable for the failure or delay in the performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, orders or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, costs or goods and profit. Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

FINANCING AVAILABLE

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X

Customer Approval to Process Order

EXEMPT

NOT EXEMPT

Sales Tax Status - PLEASE INITIAL
MUST SELECT TO PROCESS ORDER

Date

Thank you for the opportunity to earn your business!



To: Julia Glanz, City Administrator
From: Cori Cameron, Director of Water Works
Subject: PFAS Ordinance enter into Legal Services Agreement
Date: May 19, 2022

The Department of Water Works is recommending the City of Salisbury enter into a Legal Services Agreement through the City's current law firm of CBM with the law firms named in the attached Legal Services Agreement. The purpose of this law suit is to receive funding from manufacturers of products that contributed to PFAS leaching into the City's water system. Preliminary testing of this non-regulated contaminant from Salisbury's water system, measuring Total PFOA/PFOS, showed results of 14.72 ppt (parts per trillion) in the Park well field and 3.37 ppt in the Paleo Well Field.

PFAS are a group of manufactured chemicals that have been used in industry and consumer products since the 1940's because of their useful properties. There are thousands of different PFAS, some of which have been more widely used and studied than others. Perfluorooctanoic Acid (PFOA) and Perfluorooctane Sulfonate (PFOS), for example, are two of the most widely used and studied chemicals in the PFAS group. PFOA and PFOS have been replaced in the United States with other PFAS in recent years. One common characteristic of PFAS is that many break down very slowly and can build up in people, animals, and the environment over time.

The USEPA has a plan is to establish a National Primary Drinking Water Regulation for PFOA and PFOS. The proposed rule is expected in the Fall of 2022, with final rule expected in Fall of 2023. Individual states may set limits more stringent than the USEPA limit but must enforce at least at the USEPA limit. Some states have already set stringent limits for PFAS in water systems.

Entering into this agreement will help to provide funding for future treatment techniques needed to treat and prevent PFAS contamination in our water system. There is also the possibility of developing future wells if current wells need to be abandoned or require extensive treatment. By entering into this agreement now, The City of Salisbury will show the consumers of our water that we are being proactive on addressing the source of contamination and preparing to comply with the upcoming National Primary Drinking Water Regulation that will be set for PFAS in the near future.



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

Overview

EPA has established health advisories for PFOA and PFOS based on the agency's assessment of the latest peer-reviewed science to provide drinking water system operators, and state, tribal and local officials who have the primary responsibility for overseeing these systems, with information on the health risks of these chemicals, so they can take the appropriate actions to protect their residents. EPA is committed to supporting states and public water systems as they determine the appropriate steps to reduce exposure to PFOA and PFOS in drinking water. As science on health effects of these chemicals evolves, EPA will continue to evaluate new evidence.

Background on PFOA and PFOS

PFOA and PFOS are fluorinated organic chemicals that are part of a larger group of chemicals referred to as perfluoroalkyl substances (PFASs). PFOA and PFOS have been the most extensively produced and studied of these chemicals. They have been used to make carpets, clothing, fabrics for furniture, paper packaging for food and other materials (e.g., cookware) that are resistant to water, grease or stains. They are also used for firefighting at airfields and in a number of industrial processes.

Because these chemicals have been used in an array of consumer products, most people have been exposed to them. Between 2000 and 2002, PFOS was voluntarily phased out of production in the U.S. by its primary manufacturer. In 2006, eight major companies voluntarily agreed to phase out their global production of PFOA and PFOA-related chemicals, although there are a limited number of ongoing uses. Scientists have found PFOA and PFOS in the blood of nearly all the people they tested, but these studies show that the levels of PFOA and PFOS in blood have been decreasing. While consumer products and food are a large source of exposure to these chemicals for most people, drinking water can be an additional source in the small percentage of communities where these chemicals have contaminated water supplies. Such contamination is typically localized and associated with a specific facility, for example, an industrial facility where these chemicals were produced or used to manufacture other products or an airfield at which they were used for firefighting.

EPA's 2016 Lifetime Health Advisories

EPA develops health advisories to provide information on contaminants that can cause human health effects and are known or anticipated to occur in drinking water. EPA's health advisories are non-enforceable and non-regulatory and provide technical information to states agencies and other public health officials on health effects, analytical methodologies, and treatment technologies associated with drinking water contamination. In 2009, EPA published provisional health advisories for PFOA and PFOS based on the evidence available at that time. The science has evolved since then and EPA is now replacing the 2009 provisional advisories with new, lifetime health advisories.

FACT SHEET

PFOA & PFOS Drinking Water Health Advisories

EPA's 2016 Lifetime Health Advisories, continued

To provide Americans, including the most sensitive populations, with a margin of protection from a lifetime of exposure to PFOA and PFOS from drinking water, EPA established the health advisory levels at 70 parts per trillion. When both PFOA and PFOS are found in drinking water, the combined concentrations of PFOA and PFOS should be compared with the 70 parts per trillion health advisory level. This health advisory level offers a margin of protection for all Americans throughout their life from adverse health effects resulting from exposure to PFOA and PFOS in drinking water.

How the Health Advisories were developed

EPA's health advisories are based on the best available peer-reviewed studies of the effects of PFOA and PFOS on laboratory animals (rats and mice) and were also informed by epidemiological studies of human populations that have been exposed to PFASs. These studies indicate that exposure to PFOA and PFOS over certain levels may result in adverse health effects, including developmental effects to fetuses during pregnancy or to breastfed infants (e.g., low birth weight, accelerated puberty, skeletal variations), cancer (e.g., testicular, kidney), liver effects (e.g., tissue damage), immune effects (e.g., antibody production and immunity), thyroid effects and other effects (e.g., cholesterol changes).

EPA's health advisory levels were calculated to offer a margin of protection against adverse health effects to the most sensitive populations: fetuses during pregnancy and breastfed infants. The health advisory levels are calculated based on the drinking water intake of lactating women, who drink more water than other people and can pass these chemicals along to nursing infants through breastmilk.

Recommended Actions for Drinking Water Systems

Steps to Assess Contamination

If water sampling results confirm that drinking water contains PFOA and PFOS at individual or combined concentrations greater than 70 parts per trillion, water systems should quickly undertake additional sampling to assess the level, scope and localized source of contamination to inform next steps

Steps to Inform

If water sampling results confirm that drinking water contains PFOA and PFOS at individual or combined concentrations greater than 70 parts per trillion, water systems should promptly notify their State drinking water safety agency (or with EPA in jurisdictions for which EPA is the primary drinking water safety agency) and consult with the relevant agency on the best approach to conduct additional sampling.

Drinking water systems and public health officials should also promptly provide consumers with information about the levels of PFOA and PFOS in their drinking water. This notice should include specific information on the risks to fetuses during pregnancy and breastfed and formula-fed infants from exposure to drinking water with an individual or combined concentration of PFOA and PFOS above EPA's health advisory level of 70 parts per trillion. In addition, the notification should include actions they are taking and identify options that consumers may consider to reduce risk such as seeking an alternative drinking water source, or in the case of parents of formula-fed infants, using formula that does not require adding water.

FACT SHEET

PFOA & PFOS Drinking Water Health Advisories

Recommended Actions for Drinking Water Systems, continued

Steps to Limit Exposure

A number of options are available to drinking water systems to lower concentrations of PFOA and PFOS in their drinking water supply. In some cases, drinking water systems can reduce concentrations of perfluoroalkyl substances, including PFOA and PFOS, by closing contaminated wells or changing rates of blending of water sources. Alternatively, public water systems can treat source water with activated carbon or high pressure membrane systems (e.g., reverse osmosis) to remove PFOA and PFOS from drinking water. These treatment systems are used by some public water systems today, but should be carefully designed and maintained to ensure that they are effective for treating PFOA and PFOS. In some communities, entities have provided bottled water to consumers while steps to reduce or remove PFOA or PFOS from drinking water or to establish a new water supply are completed.

Many home drinking water treatment units are certified by independent accredited third party organizations against American National Standards Institute (ANSI) standards to verify their contaminant removal claims. NSF International (NSF®) has developed a protocol for NSF/ANSI Standards 53 and 58 that establishes minimum requirements for materials, design and construction, and performance of point-of-use (POU) activated carbon drinking water treatment systems and reverse osmosis systems that are designed to reduce PFOA and PFOS in public water supplies. The protocol has been established to certify systems (e.g., home treatment systems) that meet the minimum requirements. The systems are evaluated for contaminant reduction by challenging them with an influent of $1.5 \pm 30\%$ $\mu\text{g}/\text{L}$ (total of both PFOA and PFOS) and must reduce this concentration by more than 95% to $0.07 \mu\text{g}/\text{L}$ or less (total of both PFOA and PFOS) throughout the manufacturer's stated life of the treatment system. Product certification to this protocol for testing home treatment systems verifies that devices effectively reduces PFOA and PFOS to acceptable levels.

Other Actions Relating to PFOA and PFOS

Between 2000 and 2002, PFOS was voluntarily phased out of production in the U.S. by its primary manufacturer, 3M. EPA also issued regulations to limit future manufacturing, including importation, of PFOS and its precursors, without first having EPA review the new use. A limited set of existing uses for PFOS (fire resistant aviation hydraulic fluids, photography and film products, photomicro lithography process to produce semiconductors, metal finishing and plating baths, component of an etchant) was excluded from these regulations because these uses were ongoing and alternatives were not available.

In 2006, EPA asked eight major companies to commit to working toward the elimination of their production and use of PFOA, and chemicals that degrade to PFOA, from emissions and products by the end of 2015. All eight companies have indicated that they have phased out PFOA, and chemicals that degrade to PFOA, from emissions and products by the end of 2015. Additionally, PFOA is included in EPA's proposed Toxic Substance Control Act's Significant New Use Rule (SNUR) issued in January 2015 which will ensure that EPA has an opportunity to review any efforts to reintroduce the chemical into the marketplace and take action, as necessary, to address potential concerns.

FACT SHEET

PFOA & PFOS Drinking Water Health Advisories

Other Actions Relating to PFOA and PFOS, continued

EPA has not established national primary drinking water regulations for PFOA and PFOS. EPA is evaluating PFOA and PFOS as drinking water contaminants in accordance with the process required by the Safe Drinking Water Act (SDWA). To regulate a contaminant under SDWA, EPA must find that it: (1) may have adverse health effects; (2) occurs frequently (or there is a substantial likelihood that it occurs frequently) at levels of public health concern; and (3) there is a meaningful opportunity for health risk reduction for people served by public water systems.

EPA included PFOA and PFOS among the list of contaminants that water systems are required to monitor under the third Unregulated Contaminant Monitoring Rule (UCMR 3) in 2012. Results of this monitoring effort are updated regularly and can be found on the publicly-available National Contaminant Occurrence Database (NCOD) (<https://www.epa.gov/dwucmr/occurrence-data-unregulated-contaminant-monitoring-rule#3>). In accordance with SDWA, EPA will consider the occurrence data from UCMR 3, along with the peer reviewed health effects assessments supporting the PFOA and PFOS Health Advisories, to make a regulatory determination on whether to initiate the process to develop a national primary drinking water regulation.

In addition, EPA plans to begin a separate effort to determine the range of PFAS for which an Integrated Risk Information System (IRIS) assessment is needed. The IRIS Program identifies and characterizes the health hazards of chemicals found in the environment. IRIS assessments inform the first two steps of the risk assessment process: hazard identification, and dose-response. As indicated in the 2015 IRIS Multi-Year Agenda, the IRIS Program will be working with other EPA offices to determine the range of PFAS compounds and the scope of assessment required to best meet Agency needs. More about this effort can be found at <https://www.epa.gov/iris/iris-agenda>.

Non-Drinking Water Exposure to PFOA and PFOS

These health advisories only apply to exposure scenarios involving drinking water. They are not appropriate for use, in identifying risk levels for ingestion of food sources, including: fish, meat produced from livestock that consumes contaminated water, or crops irrigated with contaminated water.

The health advisories are based on exposure from drinking water ingestion, not from skin contact or breathing. The advisory values are calculated based on drinking water consumption and household use of drinking water during food preparation (e.g., cooking or to prepare coffee, tea or soup). To develop the advisories, EPA considered non-drinking water sources of exposure to PFOA and PFOS, including: air, food, dust, and consumer products. In January 2016 the Food and Drug Administration amended its regulations to no longer allow PFOA and PFOS to be added in food packaging, which will likely decrease one source of non-drinking water exposure.

Where Can I Learn More?

- EPA's Drinking Water Health Advisories for PFOA and PFOS can be found at: <https://www.epa.gov/ground-water-and-drinking-water/drinking-water-health-advisories-pfoa-and-pfos>
- PFOA and PFOS data collected under EPA's Unregulated Contaminant Monitoring Rule are available: <https://www.epa.gov/dwucmr/occurrence-data-unregulated-contaminant-monitoring-rule>
- EPA's stewardship program for PFAS related to TSCA: <https://www.epa.gov/assessing-and-managing-chemicals-under-tsca/and-polyfluoroalkyl-substances-pfas-under-tsca>
- EPA's research activities on PFASs can be found at: <http://www.epa.gov/chemical-research/perfluorinated-chemical-pfc-research>
- The Agency for Toxic Substances and Disease Registry's Perfluorinated Chemicals and Your Health webpage at: <http://www.atsdr.cdc.gov/PFC/>



RESOLUTION NO. 3170

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO EXECUTE A “LEGAL SERVICES AGREEMENT” WITH THE LAW FIRMS OF BARON & BUDD, P.C., COSSICH, SUMICH, PARSIOLA & TAYLOR LLC AND MACLEOD LAW GROUP, LLC FOR REPRESENTATION OF THE CITY OF SALISBURY IN LITIGATION ARISING FROM CONTAMINATION OF PUBLIC DRINKING WATER, AND POSSIBLY THE WASTEWATER TREATMENT PLANT, BY PRODUCTS CONTAINING PERFLUOROALKYL SUBSTANCES (“PFAS”).

RECITALS

WHEREAS, our federal and state governments have recognized that certain chemicals, specifically those found in firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing perfluoroalkyl substances (“PFAS”)(including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and related compounds, can produce harmful health effects; and

WHEREAS, such chemicals, hereinafter collectively referred to as “PFAS”, have been found in the City of Salisbury’s drinking water and are believed to also be present in the surrounding soils and wastewater treatment plant, subject to further testing and

WHEREAS, the presence of PFAS in the drinking water and/or wastewater treatment plant will require the installation of costly treatment protocols; and

WHEREAS, the City of Salisbury desires to retain legal representation to engage further testing and, if necessary, file suit against the manufacturers of the PFAS present in the drinking water and/or wastewater treatment plant; and

WHEREAS, any proceeds received as a result of the filing of suit, whether in the form of a settlement or judgment, will be used to offset the costs of the treatment of PFAS; and

WHEREAS, the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC and Macleod Law Group, LLC have presented for review and consideration the Legal Services Agreement attached hereto as **Exhibit 1**, which exhibit is incorporated as if fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY as follows:

Section 1. The Mayor is authorized to execute and enter into the attached Legal Services Agreement on behalf of the City of Salisbury, Maryland.

AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY AS FOLLOWS:

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

Section 3. It is further the intention of the Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or

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

56
57 **Section 4.** The Recitals set forth hereinabove are incorporated into this section of this Resolution
58 as if such recitals were specifically set forth at length in this Section 4.
59

60
61 **THIS RESOLUTION** was duly passed at a meeting of the Council of the City of Salisbury held
62 on _____, 2022, and is to become effective immediately upon adoption.
63

64
65 ATTEST:

66
67 _____
68 Kimberly R. Nichols, City Clerk

69 _____
70 John R. Heath, President
71 Salisbury City Council

72 APPROVED BY ME THIS:

73 _____ day of _____, 2022

74
75 _____
76 Jacob R. Day, Mayor
77

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement is made between the City of Salisbury, Maryland (“Client”) and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, and MacLeod Law Group, LLC (collectively referred to as “Attorneys”).
2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.
3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates Heather R. Konyar, Esq., as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
4. SCOPE AND DUTIES. Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing perfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against all those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments.
5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
6. JOINT RESPONSIBILITY. Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and MacLeod Law Group, LLC assume joint legal responsibility to Client for the representation described in this Agreement, and agree to be available for consultation with the client. Client approves of and consents to the participation of the firms in their representation.

7. ATTORNEYS' FEES. Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of twenty-five percent (25%) of any gross recovery (as defined below).

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value. However, regardless of the results of the binding appraisal, the fee associated with non-monetary property or services transferred or rendered for the benefit of the Client shall not, in any case, exceed the amount of the monetary

payments made to the Client as part of the governing settlement or judgment. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed twenty-five percent (25%) of the gross recovery as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. If Attorneys incur such expenses related specifically to the Client's individual case, Attorneys will obtain consent and seek advice from Client before incurring such expenses. Attorneys will advance all costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client, subject to cost review and approval by Client in advance of incurring any such costs. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. SHARED EXPENSES. Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in their discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses. Nevertheless, Client shall only be responsible for prudent, fair and reasonable expenses.

10. DIVISION OF ATTORNEYS' FEES. At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:

Baron & Budd, P.C. will receive forty-two and one-half percent (42.5%), Cossich, Sumich, Parsiola & Taylor, LLC will receive forty-two and one-half percent (42.5%), and MacLeod Law Group, LLC will receive fifteen percent (15%).

11. MULTIPLE REPRESENTATIONS. Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS related litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of

interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of which Client is currently aware as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

12. **POWER OF ATTORNEY.** Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of the litigation associated with this cause of action. Prior to signing any documents relative to settlement agreements, compromises and releases, Attorneys will confer with and advise Client of the contents and ramifications of such documents. Under no circumstances will Client's claims be settled without obtaining Client's advance consent.

13. **SETTLEMENT.** Attorneys will not settle Client's claim without the advance approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for Client shall be released by Attorneys.

16. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Attorneys and Client agree that Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client then any lien in excess of the recovery for Client shall be released by Attorneys.

17. **WITHDRAWAL OF ATTORNEYS.** Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Attorneys and Client agree that in all such cases described herein above, Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for Client shall be released by Attorneys.

18. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

19. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

20. **NOTICES.** Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.
3102 Oak Lawn Ave., Suite 1100
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC
8397 Highway 23, Suite 100
Belle Chasse, Louisiana 70037

MacLeod Law Group, LLC
110 N. Cross Street
Chestertown, Maryland 21620

21. **DISCLAIMER OF GUARANTEE.** Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

22. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

23. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

24. **MODIFICATION BY SUBSEQUENT AGREEMENT.** The parties may agree to modify this Agreement by executing a new written agreement.

25. **DISPUTES ARISING UNDER AGREEMENT.** Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this

Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with paragraph 7.B.

26. ATTORNEY’S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney’s fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

27. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

29. CHOICE OF LAW AND RULES OF CONDUCT. This Agreement shall be governed by and construed under the laws of the State of Maryland; and this Agreement and its performance are subject to the Louisiana Rules of Professional Conduct, the Texas Disciplinary Rules of Professional Conduct, and the Maryland Attorneys’ Rules of Professional Conduct.

Agreed to by:

Date: _____

CLIENT

Jacob R Day, Mayor
City of Salisbury, Maryland

Signature

Signatures of Attorneys on Next Page

ATTORNEYS

BARON & BUDD, P.C.

Scott Summy

Date: _____

COSSICH, SUMICH, PARSIOLO & TAYLOR LLC

Phil Cossich

Date: _____

MACLEOD LAW GROUP, LLC

Charles D. MacLeod

Date: _____



City of
Salisbury
Jacob R. Day, Mayor

April 27, 2022


TO: Julia Glanz
FROM: Colonel David Meienschein
SUBJECT: Resolution – Forfeiture Nissan Altima

As the result of a criminal case in Circuit Court handled by SPD officers the court, as part of the disposition of the case has ordered the forfeiture of a 2013 Nissan Altima, VIN: 1N4AL3AP3DC164605. Furthermore, the court ordered that the aforementioned vehicle be awarded to the Salisbury Police Department.

The police department has determined that the vehicle needs approximately \$1,700 dollars of minimal cosmetic repairs which would be needed prior to inspection. The approximate value of the vehicle is \$10,000.00.

The police department requests that the vehicle be accepted and that the vehicle be incorporated into the SPD fleet.

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



David Meienschein
Assistant Chief of Police

STATE OF MARYLAND

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IN THE CIRCUIT COURT

v.

FOR WICOMICO COUNTY,

CALVIN REID

STATE OF MARYLAND

CASE No.: C22-CR-21-426

* * * * *

SECOND AMENDED ORDER OF FORFEITURE

UPON CONSIDERATION of the State's motion and with the voluntary consent of the Defendant, pursuant to a plea agreement in the above-captioned matter, it is therefore this - 30th day of March, 2022, **ORDERED** by the Circuit Court for Wicomico County, State of Maryland, that any interest in the 2013 Nissan Altima, Maryland Registration 66120CJ, VIN 1N4AL3AP3DC164605 seized from the Defendant or otherwise seized pursuant to the investigation of the above-captioned matter shall be forfeited unto the City of Salisbury, Maryland, for use of the Salisbury Police Department.

03/30/2022 10:28:48 AM



Karen M. Dean

Judge
Circuit Court for Wicomico County

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RESOLUTION NO. 3171

**A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND
ACCEPTING A VEHICLE FORFEITED BY THE CIRCUIT COURT FOR
WICOMICO COUNTY AND ADDING SUCH VEHICLE TO THE
SALISBURY POLICE DEPARTMENT VEHICLE FLEET FOR USE IN
VARIOUS OPERATIONS AND POLICE DETAILS.**

RECITALS

10 **WHEREAS**, in an Order dated March 30, 2022 and entered in Case No. C22-CR-21-426 pursuant
11 to a plea agreement by and amongst the parties, which Order is attached hereto and incorporated herein as
12 **Exhibit 1**, the Circuit Court for Wicomico County, Maryland forfeited unto the City of Salisbury,
13 Maryland, for the use of the Salisbury Police Department, a 2013 NISSAN ALTIMA, VEHICLE
14 IDENTIFICATION NUMBER 1N4AL3AP3DC164605 (the “**Vehicle**”); and
15

16 **WHEREAS**, the Vehicle requires cosmetic repairs in order to pass the state inspection, which
17 repairs are estimated to cost approximately One Thousand Seven Hundred Dollars (\$1,700.00); and
18

19 **WHEREAS**, the Salisbury Police Department has adequate funds in its budget to cover the cost of
20 repair of the Vehicle; and
21

22 **WHEREAS**, the Vehicle has an approximate value of Ten Thousand Dollars (\$10,000.00); and
23

24 **WHEREAS**, upon approval of this Resolution, the Vehicle will be incorporated into the Salisbury
25 Police Department vehicle fleet where it will be maintained by the Salisbury Police Department and used
26 as a tool for public safety.
27

28 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF**
29 **SALISBURY, MARYLAND AS FOLLOWS:**
30

31 **Section 1.** The 2013 NISSAN ALTIMA, VEHICLE IDENTIFICATION NUMBER
32 1N4AL3AP3DC164605, shall be accepted from the Circuit Court for Wicomico County and added to the
33 Salisbury Police Department vehicle fleet.
34

35 **Section 2.** The Mayor or his designee shall work in conjunction with the City Solicitor to process
36 the title work for the Vehicle and is authorized to execute any documents associated therewith.
37

38 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF**
39 **SALISBURY AS FOLLOWS:**
40

41 **Section 3.** It is the intention of the Council of the City of Salisbury that each provision this
42 Resolution shall be deemed independent of all other provisions herein.
43

44 **Section 4.** It is further the intention of the Council of the City of Salisbury that if any section,
45 paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or
46 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to
47 the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this
48 Resolution shall remain and shall be deemed valid and enforceable.
49

50 **Section 5.** The Recitals set forth hereinabove are incorporated into this section of this Resolution
51 as if such recitals were specifically set forth at length in this Section 5.
52

53 **Section 6.** This Resolution shall take effect from and after its final passage.
54

INTER

OFFICE

MEMO

Department of Finance

To: Julia Glanz, City Administrator *KAC*
From: Keith Cordrey, Director of Finance Department
Subject: FY23 Budget Ordinances
Date: 04/21/2021

Please find attached the FY23 Budget Ordinance. This ordinance establishes the appropriations necessary to operate the City during FY22. It also authorizes project and grant funding.

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

ORDINANCE NO. 2721

AN ORDINANCE APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE GOVERNMENT AND ADMINISTRATION OF THE CITY OF SALISBURY, MARYLAND FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2023, ESTABLISHING THE LEVY FOR THE GENERAL FUND FOR THE SAME FISCAL PERIOD AND ESTABLISHING THE APPROPRIATION FOR THE WATER AND SEWER, PARKING AUTHORITY, CITY MARINA, AND STORM WATER FUNDS.

BE IT ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule A – Operating Budget Appropriations are hereby appropriated for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023 to fund operations of the City of Salisbury, Maryland.

BE IT FURTHER ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule B – Capital Project Appropriations are hereby appropriated for Capital Projects.

BE IT FURTHER ORDAINED, by the City of Salisbury, Maryland that the amounts listed in Schedule C – Anticipated Grant Expenditures are hereby appropriated for the grants listed, and the Mayor is authorized to enter into any necessary agreements or memoranda in order to receive and expend these funds.

BE IT FURTHER ORDAINED that:

- 1) The tax levy be, and the same be hereby set, at \$.9832 per \$100 of assessed valuation of all real property, at \$3.51 per \$100 of assessed valuation for all personal property categorized as utilities, and at \$2.40 per \$100 of assessed valuation for all other personal property subject to taxation by the City of Salisbury for General Fund purposes, including debt service purposes (exclusive of revenues derived from the Water and Sewer Fund for debt service purposes attributed to water and sewer activities); and
- 2) All taxes levied by this ordinance shall be liens from and after July 1, 2022 and shall be due and payable as specified in Title 14 of the Tax Property article of the Annotated Code of Maryland, as amended.

AND BE IT FURTHER ORDAINED by the Salisbury City Council that a public hearing on the proposed budget ordinance will be held at ____ PM on _____, 2022 in Room 301 of the City/County Government Office Building, 125 N. Division Street, Salisbury, Maryland.

AND BE IT FURTHER ORDAINED by the Salisbury City Council that this Ordinance shall take effect upon final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 25th day of May, 2022 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 _____, 2022.

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

APPROVED BY ME THIS _____ day of _____, 2022

Jacob R. Day, Mayor

Schedule A - Operating Budget Appropriations

1)	General Fund – for the general municipal purposes of the City of Salisbury:	
	City Council / City Clerk	266,237
	Mayor's Office/ Development Services	1,370,924
	Finance	871,734
	Procurement / Municipal Buildings	619,601
	City Attorney	345,000
	Information Technology	693,722
	Police	16,253,437
	Fire	10,837,434
	Housing and Community Development	1,331,082
	Infrastructure and Development	1,980,147
	Field Operations	6,447,289
	Arts, Business, and Culture Development	2,392,806
	Debt Service & Other Uses	6,092,383
	Total	49,501,796
2)	Parking Authority Fund – for the special assessment district known as the Parking Authority	
	Total	887,510
3)	Water Sewer Fund - for operations of the water and sewer departments	
	Total	19,544,650
4)	Marina Fund – for the operations of the enterprise known as the City Marina	
	Total	91,576
5)	Storm Water Fund – for the operations of the enterprise known as the Storm Water Fund	
	Total	930,232
	Grand Total	\$ 70,955,764

Schedule B – Capital Project Appropriations (1 of 2) General Capital Projects

Schedule B: General Capital Projects						
Funding Source						
Project Description	Approved Amount	PayGO Gen Fund	PayGO Storm Water	Grants	Reallocation	FY 24 Bond
Comprehensive Plan	150,000				150,000	
TownSquare	900,000					900,000
Mill Street Bridge Rehabilitation	60,000	-			60,000	
Impervious Surface Reduction	145,000		145,000			
Stream Restoration along Beaverdam Creek	120,000		120,000			
Schumaker Pond	10,000		10,000			
Storm Drain Main Lining	25,000		25,000			
North Prong Park Improvements	200,000			200,000		
Street Reconstruction (Milling and Paving)	45,000			45,000		
Rail Trail Master Plan Implementation	500,000			500,000		
Mill Street Bridge Rehabilitation	240,000			240,000		
Computer Aided Dispatch (CAD) Replacement	1,105,000					1,105,000
GOB HVAC Return Air Fans	37,500	37,500				
GOB Repair to West Wall	30,000				30,000	
GOB Ceiling and Lighting Replacement	22,500				22,500	
Station #16 HVAC Replacement	130,000					130,000
Rail Trail Master Plan Implementation	700,000					700,000
Downtown Street Scaping	775,000					775,000
Field Operations Facility Plan - Phase IIIB	1,100,000					1,100,000
General Fund & Capital Projects	6,295,000	37,500	300,000	985,000	262,500	4,710,000

Schedule B – Capital Project Appropriations (2 of2)

Project	Approved Amount	Capital Projects - Funding Source					
		PayGO	Grants	Reallocation	Impact Funds	Revolving Funds	Bond
<u>Water Sewer Fund</u>							
Restore Park Well Field	175,000					175,000	
Paleo Ground Storage Tank Painting	70,000					70,000	
Dump Truck	185,000	185,000					
Structural Study	150,000					150,000	
Raw Water Line at Naylor Mill Road	1,000,000	195,000		300,000		505,000	
Transfer From Sewer Impact	700,000				700,000		
Water Sewer Fund Total >>	2,280,000	380,000	0	300,000	700,000	900,000	0
<u>Parking Fund</u>							
Parking Garage Lot 1	10,750,000						10,750,000
Parking Fund Total >>	10,750,000	0	0	0	0	0	10,750,000

Notes:
 (1) The above schedule authorizes transfer of \$700,000 from the Sewer Impact Fund to the Revolving Fund in order to fund maintenance projects.

Schedule C City Fiscal Year 2023 Appropriations for Grant-Funded Expenditures

Schedule C: City Fiscal Year 2023 Appropriations for Grant-Funded Expenditures										
Grant Name	Appropriation					Grant Dates		Funding		
	Funding by Grant			Funding by Grant Match		Start Date	End Date	Source	CFDA #	Dept/Agency
	Total	Prior Yrs	FY 2023	Amount	Account					
Comcast - Public, Educational & Governmental (PEG) Fees										
FY23 - PEG Fees from Comcast	63,000		63,000	N/A	N/A	7/1/2022	6/30/2023	Private	N/A	Comcast
Housing & Community Development										
FY23 - Homeless Solutions Program - Federal Funds (ESG)	20,000		20,000	N/A	N/A	7/1/2022	6/30/2023	Federal	14.231	DHCD
FY23 - Homeless Solutions Program - State Funds	25,000		25,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	DHCD
FY23 - Projects for Assistance in Transition from Homelessness (PATH)	30,000		30,000	N/A	N/A	7/1/2022	6/30/2023	Federal	93.150	SAMHSA
FY23 - DHCD SRP - Strategic Demolition Fund (SDF) - Sby N-hood Intervention Program	50,000		50,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	DHCD
PY22 - Community Development Block Grant (CDBG)	410,000		410,000	N/A	N/A	7/1/2022	N/A	Federal	14.218	HUD
FY23 - POS - Resurfacing of Existing Tennis Courts (DNR - Wic. Co.)	99,000		99,000	11,000	91001-599120	7/1/2022	6/30/2023	State	N/A	DNR
FY22 - POS - Zoo Special Events Pavilion, Phase 2 (DNR - Wic. Co.)	99,000	99,000		71,000	91001-599120	7/1/2022	6/30/2023	State	N/A	DNR
Infrastructure & Development Department										
FY22 - MEA Maryland Smart Energy Communities (MSEC)	35,000		35,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	MEA /MSEC
FY22 - MD Dept. of Transportation - State Aid Funds	44,000		44,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	MDOT
FY22 - MD Critical Area Commission - Grant-in-Aid Funds	4,000		4,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	MCAC
FY22 - Chesapeake & Coastal Services - North Prong Park	675,000		675,000	N/A	N/A	7/1/2022	6/30/2024	State	N/A	DNR
Water Works Department										
FY22 - ENR O&M Grant - MDE Bay Restoration Fund (BRF)	450,000		450,000	N/A	N/A	7/1/2021	6/30/2023	State	N/A	MDE / BRF
Salisbury Fire Department										
FY20 - Staffing -Adequate Fire & Emergency Response (SAFER)	2,716,236	2,716,236		N/A	N/A	8/31/2021	6/26/2025	Federal	97.083	DHS / FEMA
Salisbury Police Department										
FY23 - Bulletproof Vest Partnership (DOJ)	25,000		25,000	N/A	N/A	10/1/2022	9/30/2024	Federal	16.607	Dept. of Justice
FY23 - Bulletproof Vest Grant (GOCCP / DOJ-OJP)	9,000		9,000	N/A	N/A	10/1/2022	9/30/2024	Federal	16.607	GOCCP / DOJ-OJP
FY22 - MCIN Coalition - Wicomico County	296,650		296,650	Unknown	Unknown	7/1/2022	6/30/2023	State	N/A	GOCCP
FY23 - MD Criminal Intelligence Network (MCIN) (Estimated Future Application)	300,000		300,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	GOCCP
FFY20 - Edward Byrne Memorial JAG	21,096		21,096	N/A	N/A	10/1/2019	9/30/2022	Federal	16.738	Dept. of Justice
FFY21 - Edward Byrne Memorial JAG	24,726		24,726	N/A	N/A	10/1/2020	9/30/2022	Federal	16.738	Dept. of Justice
FFY22 - Edward Byrne Memorial JAG (Estimated Future Application)	24,000		24,000	N/A	N/A	10/1/2022	9/30/2024	Federal	16.738	Dept. of Justice
FFY23 - MD Highway Safety Office - Impaired Driver (DUI)	4,000		4,000	4,000	91001-599121	10/1/2022	9/30/2023	Federal	20.616	US DOT / MHSO
FFY23 - MD Highway Safety Office - Speed Enforcement	3,000		3,000	3,000	91001-599121	10/1/2022	9/30/2023	Federal	20.600	US DOT / MHSO
FFY23 - MD Highway Safety Office - Distracted Driver	3,000		3,000	3,000	91001-599121	10/1/2022	9/30/2023	Federal	20.600	US DOT / MHSO
FY22-23 - Expanded Development of Predictive Policing w/ Machine Learning (BJAG / GOCCP)	100,000		100,000	N/A	N/A	10/1/2022	9/30/2023	Federal	16.738	GOCCP / BJAG

Schedule C City Fiscal Year 2023 Appropriations for Grant-Funded Expenditures (page 2 of 2)

Schedule C: City Fiscal Year 2023 Appropriations for Grant-Funded Expenditures										
Grant Name	Appropriation					Grant Dates		Funding		
	Funding by Grant			Funding by Grant Match		Start Date	End Date	Source	CFDA #	Dept/Agency
	Total	Prior Yrs	FY 2023	Amount	Account					
FY 20 - Coronavirus Emergency Supplemental Funding Program (BJA)	78,445		78,445	N/A	N/A	1/20/2020	1/31/2023	Federal	16.034	OJP
FY21 - Community Policing Development (CPD) - De-Escalation Training Solicitation	105,158		105,158	N/A	N/A	9/1/2021	8/31/2023	Federal	16.710	COPS
FY21 - Collaborative Crisis Response Training Program (BJA)	100,000		100,000	N/A	N/A	10/1/2021	9/30/2024	Federal	16.745	OJP
FY23 - Police Recruitment & Retention Grant (PRAR / GOCCP)	20,000		20,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	GOCCP
FY23 - Police Recruitment & Retention Grant (PRAR / GOCCP) (Estimated Future Application)	24,000		24,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	GOCCP
2022 - State Aid For Police Protection Fund	558,865		558,865	N/A	N/A	7/1/2021	6/30/2022	State	N/A	GOCCP
2023 - State Aid For Police Protection Fund (Estimated Future Application)	550,000		5,550,000	N/A	N/A	7/1/2022	6/30/2023	State	N/A	GOCCP
FY18 - Wicomico County Adult Drug Treatment Court	443,469	443,469		N/A	N/A	1/1/2020	12/31/2022	Federal	16.585	Dept. of Justice
FFY23 - U.S. Marshals Program	7,000		7,000	N/A	N/A	10/1/2022	9/30/2023	Federal	16.111	US Marshals
Total	\$ 7,417,645	\$ 3,258,705	\$ 9,158,940	\$ 92,000						
Some of the Community Development grants will require an FY23 match totaling \$82,000, which will be transferred from account number 91001-599120										
The City's Housing First / Homeless Program will require a transfer from the General Fund in FY23 in the amount of \$108,697, which will be transferred from account number 91001-599200										
Some of the Police Dept. grants will require an FY23 match, totaling \$10,000, which will be transferred from account number 91001-599121.										
The Infrastructure & Development Dept. has applied for a FY22 - MEA Maryland Smart Energy Communities (MSEC) grant. The match for this grant of \$5,050 will be covered by Traffic (Org 22000) in kind labor.										
<p><i>This schedule serves to appropriate funds up to the amount listed and authorize the Mayor to expend grant funds for these programs up to the appropriation amount. Accounts will only be budgeted up to the amount included in the award letter. Awards that exceed the appropriation amount will require further council action. This also serves to authorize the Mayor to enter into any necessary agreements, contracts, or memoranda.</i></p>										

INTER

OFFICE

MEMO

Department of Finance

To: Julia Glanz, City Administrator

From: Keith Cordrey, Director of Finance

KAC

Subject: FY 2023 Fee Ordinance

Date: 4/14/2022

Please find attached a Budget Ordinance which sets the Water and Sewer Rates for FY2023. The rates will be effective for the bills dated 10/1/2022. The rates have been increased by 6% for FY2023.

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

ORDINANCE NO. 2722

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO AMEND WATER AND SEWER RATES TO INCREASE RATES BY 6% AND MAKING SAID CHANGES EFFECTIVE FOR ALL BILLS DATED OCTOBER 1, 2022 AND THEREAFTER UNLESS AND UNTIL SUBSEQUENTLY REVISED OR CHANGED.

RECITALS

WHEREAS, the water and sewer rates must be revised in accordance with the proposed Fiscal Year 2023 Budget of the City of Salisbury and the appropriations thereby made and established for purposes of the Water and Sewer Departments.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF SALISBURY THAT, the water and sewer rate schedule set forth herein shall be adopted as follows:

Section 1.

A. Water and Sewer Rate Schedules:

Schedule I	Metered Water Changes – In City Rates	
	Residential and Small Commercial	
	Minimum Charge	\$23.80 \$25.23 / quarter
	Commodity Charge	\$3.55 \$3.76 / thousand gallons
	Commercial	
	Customer Charge	\$445.29 \$472.01 / quarter
	Commodity Charge	\$2.06 \$2.19 / thousand gallons
	Large Commercial/Industrial	
	Customer Charge	\$688.17 \$729.58 / quarter
	Commodity Charge	\$1.65 \$1.75 / thousand gallons
Schedule II	Metered Water Charges – Outside City Rates	
	Residential and Small Commercial	
	Minimum Charge	\$47.60 \$50.45 / quarter
	Commodity Charge	\$7.10 \$7.53 / thousand gallons
	Commercial	
	Customer Charge	\$890.58 \$944.01 / quarter
	Commodity Charge	\$4.14 \$4.39 /thousand gallons
	Large Commercial/Industrial	
	Customer Charge	\$1,376.36 \$1,458.94 / quarter
	Commodity Charge	\$3.33 \$3.53 /thousand gallons

47 Schedule III Metered Water Charges – Wor-Wic Community College and Urban Service District
 48 Rates
 49

50	Residential and Small Commercial	
51	Minimum Charge	\$35.68 \$37.83/ quarter
52	Commodity Charge	\$5.33 \$5.65/ thousand gallons
53		
54	Commercial	
55	Customer Charge	\$667.94 \$708.02/ quarter
56	Commodity Charge	\$3.10 \$3.29/ thousand gallons
57		
58	Large Commercial/Industrial	
59	Customer Charge	\$1,032.27 \$1,094.20/ quarter
60	Commodity Charge	\$2.49 \$2.64/ thousand gallons

61
 62 Schedule IV Sewer Charges – In City Rates
 63

64	Residential and Small Commercial	
65	Minimum Charge	\$58.77 \$62.30/ quarter
66	Commodity Charge	\$8.81 \$9.34/ thousand gallons
67		
68	Commercial	
69	Customer Charge	\$1,110.26 \$1,176.88/ quarter
70	Commodity Charge	\$5.13 \$5.43/ thousand gallons
71		
72	Large Commercial/Industrial	
73	Customer Charge	\$1,712.63 \$1,815.39/ quarter
74	Commodity Charge	\$4.10 \$4.35/ thousand gallons

75
 76 Schedule V Sewer Charges – Outside City Rates
 77

78	Residential and Small Commercial	
79	Minimum Charge	\$117.56 \$124.62/ quarter
80	Commodity Charge	\$17.63 \$18.69 / thousand gallons
81		
82	Commercial	
83	Customer Charge	\$2,220.51 \$2,353.74/ quarter
84	Commodity Charge	\$10.23 \$10.84/ thousand gallons
85		
86	Large Commercial/Industrial	
87	Customer Charge	\$3,425.27 \$3,630.79/ quarter
88	Commodity Charge	\$8.23 \$8.72/ thousand gallons

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Schedule VI Sewer Charges – Wor-Wic Community College and Urban Service District Rates

Residential and Small Commercial

Minimum Charge	\$88.17	\$93.46/ quarter
Commodity Charge	\$13.23	\$14.02/ thousand gallons

Commercial

Customer Charge	\$1,665.39	\$1,765.31/ quarter
Commodity Charge	\$7.66	\$8.12/ thousand gallons

Large Commercial/Industrial

Customer Charge	\$2,568.94	\$2,723.08/ quarter
Commodity Charge	\$6.18	\$6.55/ thousand gallons

Schedule VII Sewer Charges – Sewer Only Customers

Rate	Number of fixtures		Quarterly In City Rate	Quarterly Outside City Rate	Quarterly Urban Service District Rate
	1	One to two fixtures	\$75.17 \$79.68	\$150.35 \$159.37	\$112.77 \$119.53
	2	Three to five fixtures	\$112.77 \$119.53	\$225.54 \$239.07	\$169.15 \$179.29
	3	Six to twenty fixtures	\$162.07 \$171.80	\$324.14 \$343.59	\$243.10 \$257.69
		For every five fixtures over twenty	\$66.84 \$70.85	\$133.66 \$141.68	\$100.24 \$106.26

Schedule VIII Commercial and Industrial Activities

	Annual In City Rate	Annual Outside City Rate
1) For each fire service	\$373	\$746
2) For each standby operational service	\$373	\$746

B. Definitions:

Residential and Small Commercial Customers – These customers have average water utilization of less than 300,000 gallons in a quarter.

Commercial Customers – These customers have average water utilization of 300,000 gallons to 600,000 gallons per quarter.

Large Commercial/Industrial – These customers have average water utilization over 600,000 gallons per quarter.

142 Average Water Utilization Per Quarter – This will be based on annual consumption divided by 4 to get
143 average quarterly water utilization.

144
145 C. Calculation of Bills:

146 For Residential and Small Commercial Customers – The minimum charge for both water and sewer will
147 apply if water service is turned on at the water meter and usage is 0-6,000 gallons per quarter. Only the
148 City can turn a meter on and off. For usage of 7,000 gallons and above, the commodity charge will be
149 applied for each 1,000 gallons used and the minimum charge will not be applied.

150
151 For Commercial and Large Commercial/Industrial Customers – Every quarterly bill will receive a
152 customer charge for both water and sewer. Then for each thousand gallons used the appropriate
153 commodity charge will be applied.

154
155 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
156 **SALISBURY**, as follows:

157
158 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this
159 Ordinance shall be deemed independent of all other provisions herein.

160
161 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,
162 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or
163 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the
164 section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall
165 remain and shall be deemed valid and enforceable.

166
167 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such
168 recitals were specifically set forth at length in this Section 4.

169
170 **Section 5.** This Ordinance shall become effective with the bills dated October 1, 2022 and after.

171
172 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
173 Salisbury held on the _____ day of _____, 2022 and thereafter, a statement of the substance of the
174 Ordinance having been published as required by law, in the meantime, was finally passed by the Council of
175 the City of Salisbury on the _____ day of _____, 2022.

176
177 **ATTEST:**

178
179 _____
180 **Kimberly R. Nichols, City Clerk**

179 _____
180 **John R. Heath, City Council President**

181
182
183 Approved by me, this _____ day of _____, 2022.

184
185 _____
186 **Julia Glanz, City Administrator**
187 **For and at the direction of Jacob R. Day, Mayor**

INTER

OFFICE

MEMO

Department of Finance

To: Julia Glanz, City Administrator

From: Keith Cordrey, Director of Finance

KAC

Subject: FY 2023 Fee Ordinance

Date: 4/14/2022

Please find attached a Budget Ordinance which sets the various fees for the City of Salisbury for FY 2023.

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

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ORDINANCE NO. 2723

**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND
TO SET FEES FOR FISCAL YEAR 2023 AND THEREAFTER,
UNLESS AND UNTIL SUBSEQUENTLY REVISED OR
CHANGED.**

RECITALS

WHEREAS, the various fees charged by the City of Salisbury are reviewed and then revised as part of the procedures associated with the adoption of the Fiscal Year 2023 Budget of the City of Salisbury; and

WHEREAS, the fee amounts set forth in the “FY 2023 Fee Schedule”, attached hereto and incorporated herein as **Exhibit 1**, identify and list all fee amounts proposed to be charged or otherwise assessed by the City of Salisbury for the period of the Fiscal Year 2023; and

WHEREAS, some fee amounts to be charged or otherwise assessed by the City of Salisbury in prior fiscal years may have been inadvertently omitted from the Fiscal Year 2023 Fee Schedule attached hereto as Exhibit 1, and any fee amount not listed in the said Fiscal Year 2023 Fee Schedule shall be and remain the fee amount set last forth in the City of Salisbury Municipal Code.

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

Section 1. The fee amounts set forth in the Fiscal Year 2023 Fee Schedule (the “**FY23 Fee Schedule**”) attached hereto as **Exhibit 1** and incorporated as if fully set forth in this Section 1, are hereby adopted by the Council of the City of Salisbury; and, furthermore, the fee amounts set forth in the FY23 Fee Schedule shall supersede the corresponding fee amounts set forth in the City of Salisbury Municipal Code until one or more of such fee amounts are subsequently amended.

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

Section 2. This Ordinance shall become effective as of July 1, 2022.

Section 3. A public hearing on this Ordinance will be held at 6:00 PM on May 23, 2022 in Room 301 of the City/County Government Office Building, 125 N. Division Street, Salisbury, Maryland.

Section 4. 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 5. 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

48 adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and
49 enforceable.

50
51 **Section 6.** The recitals set forth hereinabove are incorporated into this section of the
52 Ordinance as if such recitals were specifically set forth at length in this Section 6.

53
54
55
56
57 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council
58 of the City of Salisbury held on the 25th day of April, 2022 and thereafter, a statement of the
59 substance of the Ordinance having been published as required by law in the meantime, was finally
60 passed by the Council of the City of Salisbury on the ____ day of June, 2022.

61
62
63 **ATTEST:**

64
65
66 _____
67 Kimberly R. Nichols, City Clerk
68
69 _____
70 John R. Heath, President
71 Salisbury City Council

72 APPROVED BY ME THIS _____ day of _____, 2022

73
74
75 _____
76 Jacob R. Day, Mayor

FY 2023 Fee Schedule

Licenses			
Alarm Company	80	Per year, Per Code 8.040.30	Police Dept
Amusement		Per Code 5.24.020	Finance
1-5 Machines	500	Per year	
6-10 machines	665	Per year	
11-15 machines	830	Per Year	
Greater than 15 machines	1,500	Per Year	
Billboard License	0.55 -1.65	Per Year, per square foot	Finance
Transient Merchants and Mobile Vendors		Per Code 5.32.070	Bus Dev
New application	100		
Renewal	50	Per year	
Hotel License	50	Per Code 5.68.060	Bus Dev
Door to Door Solicitors	50	Plus \$40 background check performed, Per year, Per Code 5.34.070	City Clerk
Pool Table		Per Code 5.48.020	Finance
1	10	Each	
Additional tables over 1	5	Each	
Restaurant	80	Per year, Per Code 5.52.060	Finance
Theatre	75	Per year, Per Code 5.60.040	Police Dept
Towing Company			Police Dept
Application Fee	80		
License	80	Per Code 5.64.030	

Misc. Fees (by Business Development)			
Food Truck Pad Rental	50	Per month	
Trolley Rental Fee			
Hourly rate	150	Per hour, private event or for-profit business	
Hourly rate	125	Per hour, non-profit or government entity	

Misc. Fees (by Finance)			
Return Check Fee	40		

Misc. Fees (by City Clerk)			
Sale of Code Book		Each, Set by Resolution, Per Code 1.04.080	
Financial Disclosure Statement Late Fee	20	Per day for 5 days, then \$10 per day up to max of \$250; Per Code 1.12.060	
Circus or Horsemanship Event Fee	75	Per day, Per Code 5.44.010	
Other Exhibitions	5	Per day, Per Code 5.44.010	
Commercial Sound Truck Operation Fee	1	Per Code 8.20.080	
Filing Fee (Mayoral Candidates)	25	SC-8	
Filing Fee (City Council Candidates)	15	SC-8	
Bankrupt, Fire and Close-out sales	5	Per month, Renewal – \$50/month, Per code 5.16.010	

FY 2023 Fee Schedule

Landlord Licenses and Other Misc. fees (by the HCDD Department)		
Landlord License Fee 1st Year		Per Code 15.26.050
If paid within 60 days	120	
If paid by between 61-150 days	185	
If paid after 150 days	315	
Landlord License Unit Registration 1st Year		Per Code 15.26.040
If paid within 60 days	120	
If paid by between 61-150 days	185	
If paid after 150 days	315	
Landlord License Fee Renewal		Per Code 15.26.060
if paid by March 1st	75	
if paid 3/2 - 7/1	140	
if paid > 7/1	270	
Landlord License Unit Registration Renewal		Per Code 15.026.060
if paid by March 1st	75	per unit
if paid 3/2 - 7/1	140	For first unit plus \$88 for each additional unit
if paid > 7/1	270	For first unit plus \$96 for each additional unit
Administrative Fee for Fines	100	
Fore Closed Property Registration	25	One time fee, Per Code 15.21.040
Re-inspection Fee	100	On each citation, Per Code 15.27.030
Vacant Building Registration	200	Per year, Per Code 15.22.040
Vacant Building Registration 1st Year, prorated		
If registered/paid:		
7/1-9/30	200	
10/1-12/31	150	
1/1-3/31	100	
4/1-6/30	50	
Community Center Rental Fee		
Truitt Community Center – Gymnasium	35	Per hour
Truitt Community Center – Multi-purpose Field	10	Per hour
Newton Community Center – Community Room	20	Per hour
Newton Community Center – Kitchen	20	Per hour
Newton Community Center – Resource Office	15	Per hour
Community Center – Supplies, per Item	Vary	Each
Community Center – Equipment, per Item	Vary	Each

Misc. Fees (by Field Operations)		
Outdoor Rental Space – Small Family Functions, up to 20 people		
Park Pavilion	25	Per day
Outdoor Rental Space – Large Private Function or Public Events		
Park Pavilion (with restrooms)	75	Per Day W/O RR
Rotary/Bandstand, Doverdale, Lake Street	100	Per Day W RR
Amphitheater	160	Per day

FY 2023 Fee Schedule

Amphitheater Hourly Rental	25	Per hour weekend (max 2 hour block), as is
Amphitheater Hourly Rental	10	Per hour weekday (max 2 hour block), as is
Park Pavilion (no restrooms): Jeanette P. Chipman Boundless, Kiwanis, Marina Riverwalk, Market Street, Newton-Camden Tot Lot, Waterside	50	Per day
Streets /Parking Lots	100 1 st St and 50 each add	Per day
5K Race	150	Per day
City park, designated park area or amenity not listed	50	Per day
Ball field/ Basketball Court / Tennis Court	10 and 40 w/lights	Per hour
Personnel		
Site Supervisor Suggest \$25.00/ Site Coordinator	15	Per hour
Maintenance Labor	15	Per hour
Security/Police/EMS/FIRE (per person)	55	Per hour. 3 hours minimum or \$165
Supplies & Equipment		
Maintenance Supplies (as required)	Vary	
Sports Equipment	Vary	
Additional Trash Cans - Events with over 200 people require additional trashcans, recycle or compost bin and a recycling plan.	5	Per Container
Barrier Fence (Snow Fence)	1	Per Linear Foot
Traffic Control Devices		
Hard Stop Dump truck/other	50	Per day
Digital Msg. Board	50	Per day
Street Barricades	10	Each per day
Cones	1	Each per day
Traffic Control Sign	10	Each per day
Jersey Barrier	600	Minimum 4, delivery, set-up and remove

Waste Disposal Fees (by Field Operations)

Trash Service	67 63	Per quarter, Per Code 8.16.090
Bulk Trash Pick up	25	For three items, additional amounts for specific items, Per Code 8.16.060
Trash Cans	74	Per can (plus \$4.44 tax), Per Code 8.16.060

Water/Sewer Misc. Fees (by Water Works)

Water & Sewer Admin Fee (Late Charge)	50	Per occurrence, Per Code 13.08.040
Water Turn On Fee	80	For after hours, Per Code 13.08.040
Water Meter Reading Fee	25	Per request, Per Code 13.08.030
Water Turn On Fee	20	Per request, Per Code 13.08.040
Fire Service	746	Annually per property, Per Code 13.08.050
Meter Test		
In City Limits	40	Per request, Per Code 13.08.030
Out of City Limits	50	Per request, Per Code 13.08.030
Water and Sewer Services		See Water Sewer Rate Ordinance, Quarterly, Per Code 13.08.130-13.12.090

FY 2023 Fee Schedule

WWTP Pretreatment Program Fees (by Water Works)		
Significant Industrial Users: (Per Code 13.12.110)		
IA discharges flow ≥ 5% of WWTP flow	8,700	30 units
IB discharges flow ≥ 50,000 gpd	7,250	25 units
IC categorical user which discharges	5,800	20 units
ID discharges flow ≥ 25,000 gpd	4,350	15 units
IE categorical user which does not discharge	2,900	10 units
Minor Industrial Users: (Per Code 13.12.110)		
IIA-1 discharges flow ³ 5,000 gpd or hospitals, campus	2,030	7 units
IIA-2 discharges flow ³ 5,000 gpd or light industry, hotels	1,450	5 units
IIB discharges flow ³ 1,000 gpd or fast food, large restaurants, large garages	580	2 units
IIC discharges flow 500 - 1,000 gpd or small restaurants, small garages	435	1.5 units
IID discharges flow ³ 500 gpd or restaurants that are carry out only no fryer	290	1 unit
IIE photographic processor which discharges silver rich wastewater	290	1 unit
<i>Pretreatment fees are an annual fee, invoices are sent each January to cover the calendar year.</i>		

Towing Fees		
Maximum Towing and Storage Fees (vehicles up to 10,000 GVW)		
Accident Vehicle Tow	200	
Disabled Vehicle Tow	80	
Emergency Relocation Tow	80	Per Code 5.64.100
Impound Vehicle Tow	135	
Standby/Waiting Time - Billed in 15 minute increments only after 16 minute wait	65	Per hour
Winching (Does not include pulling vehicle onto rollback type truck) - Billed in 15 minute increments	110	Per hour
Storage – Beginning at 12:01 am following the tow	50	Per calendar day or portion thereof, Per Code 5.64.120
Administrative Fee – Accidents and Impounds Only	30	
Snow Emergency Plan in Effect (in addition to other applicable towing fees)	30	
Release Fee (After hours only, at tower’s discretion) – Normal business hours defined as M-F, 9am-6pm	55	

Building Fees (by the Department of Infrastructure and Development)		
Building Plan Review Fees (Per Code 15.04.030)		Residential, Commercial, Accessory
<i>Fees based on cost of construction:</i>		
Up to \$ 3,000	50	
\$3,001 to \$100,000	90	
\$100,001 to \$500,000	250 210	
\$500,001 to \$1,000,000	300 260	
\$1,000,001 and Up	375 310	
Building Permit Fees (Per Code 15.04.030)		Residential, Commercial, Accessory, Fence
<i>Fees based on cost of construction:</i>		
Up to \$ 3000	50	
\$3001 and Up	60	Plus (.0175 .0165 * Cost of Construction)
\$100,001 to \$500,000	1,300 1,200	Plus (\$10 for each \$1,000 over \$100,000)
\$500,001 to \$1,000,000	4,900 4,500	Plus (\$9 for each \$1,000 over \$500,000)
\$1,000,001 and Up	8,500 8,100	Plus (\$7 6 for each \$1,000 over \$1,000,000)

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Outdoor Advertising Structure Fee (Per Code 17.216.240)	.50	Per SF foot of sign surface per year
Other Building Fees:		
Historic District Commission Application	50	
Board of Zoning Appeals	50	County Fee \$100, Per Code 17.12.110 <u>Plus advertising costs</u>
Demo - Residential	125	Per Code 15.04.030
Demo - Commercial	175	Per Code 15.04.030
Gas	30	Plus \$10 per fixture, Per Code 15.04.030b
Grading	200 100	Per Code 15.20.050
Maryland Home Builders Fund	50	Per new SFD
Mechanical	50	Per Code 15.04.030
Occupancy Inspection	75 50	Per Code 15.04.030
Plumbing	30	\$10 per fixture (may vary), Per Code 15.04.030b
Sidewalk Sign		Set by resolution, Per Code 12.40.020
Sidewalk Café Fee	<u>50</u>	Set by ordinance 2106, Per Code 12.36.020
Sign	50	Plus (\$1.50 per Sq Ft), Per Code 17.216.238
Temp Sign	25	Per month, Per Code 17.216.238
Temp Trailer	25	Per month, Per Code 15.36.030b
Tent	40	Per Code 15.04.030
Well	50	Per Code 13.20.020
Zoning Authorization Letter	50	Per Code 17.12.040
Re-inspection Fee	50	More than 2 insp of any required insp, Per Code 15.04.030
Adult Entertainment Permit Application Fee	100	Per Code 17.166.020
Outdoor Advertising Structure Fee	.50	Per sq ft of sign surface area, Per Code 17.216.240
Notice of Appeal Fee; Sidewalk Sign Standards Violation	100	Per Code 12.40.040
Reconnection Fee; Public Water Connection; Refusal of Inspection	25	Per Code 13.08.100
Administrative Fee – renew temporary certificate of occupancy	100	
Annexation Fees:		
Up to five (5) acres	2,000	
Five (5) acres or more but less than ten (10) acres	10,000	
Ten (10) acres or more but less than twenty five (25) acres	25,000	
Twenty five (25) acres or more but less than fifty (50) acres	35,000	
Fifty (50) acres or more	50,000	
Planning Commission		
<u>Comprehensive Development Plan Review – Non-Residential</u>	<u>\$250</u>	<u>Plus \$10 per 1,000 sq. ft. Subsequent submittals, which generate additional comments, may be charged an additional \$250.</u>
<u>Comprehensive Development Plan Review – Residential</u>	<u>\$250</u>	<u>Plus \$10 per unit. Subsequent submittals, which generate additional comments, may be charged an additional \$250.</u>
<u>Certificate of Design/Site Plan Review</u>	<u>\$250</u>	<u>Plus \$10 unit/acre. Subsequent submittals, which generate additional comments, may be charged an additional \$250.</u>
<u>Paleochannel/Wellhead Protection Site Plan Review</u>	<u>\$100</u>	
<u>Rezoning</u>	<u>\$200</u>	<u>Plus \$15 per acre and advertising cost</u>
<u>Text Amendment</u>	<u>\$200</u>	<u>Plus advertising cost</u>
Critical Area Program		
Certificate of Compliance (Per Code 12.20.110)		Ordinance No. 2578
Building Permits	75	<u>Activities per code 12.20.110.F. are exempt</u>

FY 2023 Fee Schedule

Major Subdivision: Preliminary	200 100	In addition to standard fee
Major Subdivision: Final	100	Plus (\$25 per lot)
Minor Subdivisions	50	
Plan approval/special projects	50	
Site Plans/Certificate of Design/Comprehensive Development Plan	100 50	In addition to standard fee
Sketch Plat	50	
Resubdivision	100 50	In addition to standard fee
Buffer Management Plan	50	
Fee-In-Lieu (Per Code 12.20.540)	1.50	\$1.50 per square foot of mitigation area
License to Encumber Program		
Application – Installation of Service Line	75	\$25 per additional service line in project area, defined as ¼ mile radius from primary address
Application – Large Boring Project	125	Includes up to 500 linear feet. \$50 for additional 250 linear feet above the initial
Application – Large Open/Cut	250	Includes up to 500 linear feet. \$100 for additional 250 linear feet above the initial
Application – Micro-Trenching Project	125	Includes up to 500 linear feet. \$50 for additional 250 linear feet above the initial
Application – Installation of New Utility Pole (excluding Small Cell facilities)	500	
Application – Underground utility project replacing overhead utilities and removing utility poles	Waived	
License to Encumber Program - Small Wireless Facilities		Ordinance No. 2580
Application	500	For up to five (5) small wireless facilities
Application – additional facilities	100	For each additional small wireless facility addressed in the application beyond five
Access to the Right of Way fee	1,000	Per each new small wireless facility pole
Annual fee for access to the Right of Way	270	Per year per small wireless facility after year 1
Storm Water Utility (2306)		
Fee to maintain City storm water facilities	25	Per year per Equivalent Residential Unit
Stormwater Utility Credit Application (2306)		
Fee to apply for credit to Stormwater Utility	150.00	Per application
Street Break Permit (Per Code 12.12.020)		
Permit for breaking City public streets and way	50	Per break location
Install new or replace existing sidewalk, residential	50	
Install new or replace existing sidewalk, commercial	100	
Install new driveway, residential	150	
Install new driveway, commercial	300	
Excavate street or sidewalk to conduct maintenance of underground facilities	150	\$50 per additional “break” in project area
Excavate street or sidewalk to replace existing utility pole	250	\$100 per additional pole replaced in project area
Excavate street or sidewalk to replace or remove utility pole permanently	Waived	
Obstruction Permit (Per Code 12.12.020)		
Permit for obstructing City public streets and ways	50	Per location

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Dumpster – residential, obstruction permit	50	Renewal fee of \$25 after 30 days
Dumpster – commercial, obstruction permit	100	Renewal fee of \$50 after 30 days
Sidewalk closure	50	\$5 per day over 30 days
Lane closure (including bike lane)	100	\$10 per day over 30 days
Street closure	250	\$25 per day over 30 days
Street closure for Block Party or Community Event	Waived	Fee under Outdoor Rental Space Public Events - Streets
Water and Sewer Connection Fee (Per Code 13.02.070)		
Comprehensive Connection Charge of Connection fee for the Developer's share in the equity of the existing utility system-	3,710.00	Per Equivalent Dwelling Unit (water \$1,925, sewer \$1,785)
Water and Sewer Infrastructure Reimbursement Fee (Per Code 13.02.070)		
Comprehensive Connection Charge for Infrastructure Reimbursement Fees is based on actual costs of water and sewer infrastructure installed by a Developer.	*	* Fee amount is project dependent. Infrastructure Reimbursement Fee is the prorated share of the cost of the water and sewer mains based on this project's percentage of the capacity of the proposed infrastructure project.
Infrastructure Reimbursement Administrative Fee (Per Code 13.02.090)		
Administrative fee assessed on Infrastructure Reimbursement Fee for processing	*	0.1 percent of the Infrastructure Reimbursement Fee
Development Plan Review Fee (1536)		
Fee for review of development plans and traffic control plans	\$1,000	Plus \$50 per disturbed acre. Subsequent submittals, which generate additional comments, may be charged an additional \$500.
Stormwater Management Waiver Reviews	400	
Water and Sewer Inspection Fee (R 1341)		
Fee for inspection of public water and sewer improvements		7.5 % of the approved cost estimate for construction of proposed public water and sewer improvements
Public Works Agreement recording fee (Per County Court)		
Recording fee for Public Works Agreements		
For 9 pages or less	60.00	Per request
For 10 pages or more	115.00	Per request
Stormwater Management As-Built recording fee (Per County Court)		
Recording fee for Stormwater Management As-Built.	10.00	Per sheet
Subdivision review fee (1536)		
Fee for Subdivision review	200.00	
Subdivision recording fee (Per County Court)		
Recording fee for Subdivision plans	10.00	Per page
Resubdivision review fee (1536)		
Fee for Resubdivision reviews	200.00	
Resubdivision recording fee (Per County Court)		

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Recording fee for Resubdivision plans	10.00	Per page
Administrative Fee for Connection Fee payment Plans (R 2029)		
Administrative Fee for Connection Fee payment Plans	25.00	
Maps and Copying Fees		
City Street Map	5.00	Ea
Street Map Index	1.00	Ea
Property Maps	3.00	Ea
Sanitary Sewer Utility Maps (400 Scale)	3.00	Ea
Storm Water Utility Maps (400 Scale)	3.00	Ea
Water Main Utility Maps (400 Scale)	3.00	Ea
Sanitary Sewer Contract Drawings	1.00	Ea
Storm Water Contract Drawings	1.00	Ea
Water Main Contract Drawings	1	Ea
Black and White Photocopying (Small Format)	.25	Sq. ft
Black and White Photocopying (Large Format)	.50	Sq. ft
Color Photocopying (Small Format) \$1/sq.ft.	1	Sq. ft
Color Photocopying (Large Format) \$2/sq.ft.	2	Sq. ft

Port of Salisbury Marina Fees (by Field Operations)

Transient		
<i>Slip Fees based on size of vessel</i>	1.00	Per foot per day
Electric 30-amp service	5.00	Per day
Electric 50-amp service	10.00	Per day
Slip Rental – Monthly		
<i>Fees based on size of vessel</i>		
October through April	3.85	Per foot + electric
May through September	5.50	Per foot + electric
Slip Rental – Annual*		*Annual rates are to be paid in full up front, electric can be billed monthly
Boats up to and including 30 feet long	1,150	+ electric
Boats 31 feet and longer	49	Per foot + electric
Fuel	.40	Per gallon more than the cost per gallon purchase price by the City
Electric Service	.40	Per gallon more than the cost per gallon purchase price by the City
<i>Fees per meter</i>		
Electric 30-amp service	30.00	Per month
Electric 50-amp service	50.00	Per month

EMS Services

	Resident	Non-Resident	
BLS Base Rate	950.00 800.00	1,050.00 900.00	
ALS1 Emergency Rate	1,100.00 950.00	1,200.00 1,000.00	

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ALS2 Emergency Rate	1,300.00 1,100.00	1,400.00 1,200.00	
Mileage (per mile)	19.00 18.00	19.00 18.00	
Oxygen	Bundle	Bundle	
Spinal immobilization	Bundle	Bundle	
BLS On-scene Care	250.00	300.00	
ALS On –scene Care	550.00 450.00	650.00 550.00	

Water Works			
Temporary connection to fire hydrant (Per Code 13.08.120)			
Providing temporary meter on a fire hydrant for use of City water	64.50	Per linear foot based on the area of the property and is the square root of the lot area, in square feet	
In City	40.00	Plus charge for water used per current In City rate, \$10 minimum	
Out of City	50.00	Plus charge for water used per current Out of City rate, \$10 minimum	
Hydrant flow test (Per Code 13.08.030)			
To perform hydrant flow tests			
In City	125.00	Per request	
Out of City	160.00	Per request	
Fire flush and Fire pump test (Per Code 13.08.030)			
To perform hydrant flow tests To perform meter tests on ¾" and 1" meters.			
In City	125.00	Per request	
Out of City	160.00	Per request	
Meter tests (Per Code 13.08.030)			
To perform meter tests on ¾" and 1" meters.			
In City	40.00	Per request	
Out of City	50.00	Per request	
Water Meter/Tap Fee and Sewer Connection Fee (Per Code 13.02.070)			
Water Meter/Tap Fee and Sewer Connection Fee if water and sewer services are installed by City forces.	*	The tap and connection fee amount is the actual cost of SPW labor and materials or per this schedule.	
Water Tapping Fees - In City:			
3/4 Water Meter	3,850	Per Connection	
1" Water Meter	4,160	Per Connection	
1 ½" Water Meter T-10 Meter	5,810	Per Connection	
2" Water Meter - T-10 Meter	6,200	Per Connection	
2" Water Meter - Tru Flo	7,320	Per Connection	
Water Tapping Fees - Out of City			
3/4 Water Meter	4,810	Per Connection	
1" Water Meter	5,200	Per Connection	
1 ½" Water Meter T-10 Meter	7,265	Per Connection	
2" Water Meter - T-10 Meter	7,750	Per Connection	
2" Water Meter - Tru Flo	9,155	Per Connection	
Sanitary Sewer Tapping Fees - In City:			
6" Sewer Tap	3,320	Per Connection	
8" Sewer Tap	3,380	Per Connection	
6" or 8" Location & Drawing Fee	45	Per Connection	
Sanitary Sewer Tapping Fees – Out of City			

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6" Sewer Tap	4,150	Per Connection
8" Sewer Tap	4,225	Per Connection
6" or 8" Location & Drawing Fee	60	Per Connection
Water Meter Setting Fee (Per Code 13.02.070)		
Water meter setting fee for installation of water meter when tap is done by a contractor.		
Meter Setting Fees - In City:		
3/4 Water Meter	400	Per Connection
1" Water Meter	525	Per Connection
1 ½" Water Meter T-10 Meter	785	Per Connection
2" Water Meter - T-10 Meter	905	Per Connection
2" Water Meter - Tru Flo	2,030	Per Connection
Meter Setting Fees - Out of City		
3/4 Water Meter	495	Per Connection
1" Water Meter	655	Per Connection
1 ½" Water Meter T-10 Meter	980	Per Connection
2" Water Meter - T-10 Meter	1,130	Per Connection
2" Water Meter - Tru Flo	2,535	Per Connection

Parking Violations, False Alarms, Infractions, Scofflaw, MPIA Fees (by the Police & Fire Departments)			
Animal Control	50-100		Police Department
MPIA Request Fees			Police Department
First two hours processing request	Waived		
Work exceeding two hours, SPD will charge attorney hourly fee and hourly fee for Records Tech	75 30	Attorney hourly fee Records Tech hourly fee	
Black and white copy of paper document and photographs	0.25	Per copy	
DVD production	15.00	Per DVD produced	
False Police Alarms (Per Code 8.040.050)			Police Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 rd incident	50		
4 th incident	90		
Greater than 4 each incident	130		
False Fire Alarms (Per Code 8.040.050)			Fire Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 rd incident	45		
4 th incident	90		
Greater than 4 each incident	135		
Scofflaw			Police Department
Tow	135		
Storage	50		
Administrative Fee	35		
Business Administrative Fee	30		

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Parking Permits and Fees

	UOM	1-Jul-22 Rate	1-Jul-22 Non-Profit Rate
Parking Permits (Per Code 10.04.010)			
Lot #1 - lower lot by library	Monthly	50.00 45.00	40.00 35.00
Lot #4 - behind City Center	Monthly	50.00 45.00	40.00 35.00
Lot #5 - Market St. & Rt. 13	Monthly	45.00 40.00	36.25 31.25
Lot #7 & 13 - off Garrettson Pl.	Monthly	20.00 15.00	17.50 12.50
Lot #9 - behind GOB	Monthly	50.00 45.00	40.00 35.00
Lot #10 - near State bldg/SAO	Monthly	50.00 45.00	40.00 35.00
Lot #11 - behind library	Monthly	45.00 40.00	36.25 31.25
Lot #12 - beside Market St. Inn	Monthly	45.00 40.00	36.25 31.25
Lot #15 - across from Feldman's	Monthly	50.00 45.00	40.00 35.00
Lot #16 - by Avery Hall	Monthly	50.00 45.00	40.00 35.00
Lot #20 – Daily Times	Monthly	50.00 45.00	40.00 35.00
Lot #30 - by drawbridge	Monthly	25.00 20.00	21.25 16.25
Lot #33 - east of Brew River	Monthly	25.00 20.00	21.25 16.25
Lot #35 - west of Brew River	Monthly	25.00 20.00	21.25 16.25
Lot SPS - St. Peters St.	Monthly	50.00 45.00	40.00 35.00
E. Church St.	Monthly	50.00 45.00	40.00 35.00
W. Church St.	Monthly	50.00 45.00	40.00 35.00
Parking Garage	Monthly	60.00 50.00	50.00 40.00
Transient Parking Options			
Parking Lot #1 (first 2-hrs of parking are FREE)	Hourly	1.00	
Parking Garage	Hourly	1.00	
Parking Meters	Hourly	2.00	
Pay Stations			
For hours 1-2	Hourly	1.00	
For hour 3 with a 3 hour Maximum Parking Limit	Hourly	3.00	
Miscellaneous Charges (Per Code 10.04.010)			
Replacement Parking Permit Hang Tags	Per Hang Tag	5.00	
Parking Permit Late Payment Fee (+15 days)	Per Occurrence	5.00	
New Parking Garage Access Card	Per Card	10.00	
Replacement Parking Garage Access Card	Per Card	10.00	

Fire Prevention Fees (by the Fire Department)

Plan review and Use & Occupancy Inspection	
<p><u>Basic Fee</u> – For all multi-family residential, commercial, industrial, and institutional occupancies. Including, but not limited to, new construction, tenant fit-out, remodeling, change in use and occupancy, and/or any other activity deemed appropriate by the City of Salisbury Department of Infrastructure and Development.</p>	<p>60% of the building permit fee; \$75 minimum (Not included – plan review and related inspection of specialized fire protection equipment as listed in the following sections)</p>
<p><u>Expedited Fees</u> – If the requesting party wants the plan review and inspection to be expedited, to be done within three business days</p>	<p>20% of the basic fee; \$500 minimum (This is in addition to the basic fee)</p>

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<u>After</u> – Hours Inspection Fees. If the requesting party wants an after-city-business-hours inspection.	\$100	Per hour/per inspector; 2 hours minimum
Fire Permit Fees		
Fire Alarm & Detection Systems – Includes plan review and inspection of wiring, controls, alarm and detection equipment and related appurtenances needed to provide a complete system and the witnessing of one final acceptance test per system of the completed installation.		
• Fire Alarm System	\$100	Per system
• Fire Alarm Control Panel	\$75	Per panel
• Alarm Initiating Device	\$1.50	Per device
• Alarm Notification Device	\$1.50	Per device
• Fire Alarm Counter Permit	\$75	For additions and alterations to existing systems involving 4 or less notification/initiating devices.
Sprinkler, Water Spray and Combined Sprinkler & Standpipe Systems – Includes review of shop drawings, system inspection and witnessing of one hydrostatic test, and one final acceptance test per floor or system.		
• NFPA 13 & 13R	\$1.50	Per sprinkler head; 150 minimum
• NFPA 13D	100	Per Dwelling
• Sprinkler Counter Permit	\$75	For additions and alterations to existing systems involving less than 20 heads.
Standpipe Systems – The fee applies to separate standpipe and hose systems installed in accordance with NFPA 14 standard for the installation of standpipe and hose systems as incorporated by reference in the State Fire Prevention Code (combined sprinkler systems and standpipe systems are included in the fee schedule prescribed for sprinkler systems) and applies to all piping associated with the standpipe system, including connection to a water supply, piping risers, laterals, Fire Department connection(s), dry or draft fire hydrants or suction connections, hose connections, piping joints and connections, and other related piping and appurtenances; includes plan review and inspection of all piping, control valves, connections and other related equipment and appurtenances needed to provide a complete system and the witnessing of one hydrostatic test, and one final acceptance test of the completed system.	\$50	Per 100 linear feet of piping or portion thereof; \$100 minimum
Fire Pumps & Water Storage Tanks – The fees include plan review and inspection of pump and all associated valves, piping, controllers, driver and other related equipment and appurtenances needed to provide a complete system and the witnessing of one pump acceptance test of the completed installation. Limited service pumps for residential sprinkler systems as permitted for NFPA 13D systems and water storage tanks for NFPA 13D systems are exempt.		
• Fire Pumps	\$.50	Per gpm or rated pump capacity; \$125 minimum
• Fire Protection Water Tank	\$75	Per tank
Gaseous and Chemical Extinguishing Systems – Applies to halon, carbon dioxide, dry chemical, wet chemical and other types of fixed automatic fire suppression systems which use a gas or chemical compound as the primary extinguishing agent. The fee includes plan review and inspection of all piping, controls, equipment and other appurtenances needed to provide a complete system in accordance with referenced NFPA standards and the witnessing of one performance or acceptance test per system of the completed installation.	\$1.00	Per pound of extinguishing agent; \$100 125 minimum; or \$150 per wet chemical extinguishing system
• Gaseous and Chemical Extinguishing System Counter Permit	\$75	To relocate system discharge heads
Foam Systems – The fee applies to fixed extinguishing systems which use a foaming agent to control or extinguish a fire in a flammable liquid installation, aircraft hangar and other recognized applications. The	\$75	Per nozzle or local applicator; plus \$1.50/ sprinkler head for combined sprinkler/foam system; \$100 minimum

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fee includes plan review and inspection of piping, controls, nozzles, equipment and other related appurtenances needed to provide a complete system and the witnessing of one hydrostatic test and one final acceptance test of the completed installation.		
Smoke Control Systems – The fee applies to smoke exhaust systems, stair pressurization systems, smoke control systems and other recognized air-handling systems which are specifically designed to exhaust or control smoke or create pressure zones to minimize the hazard of smoke spread due to fire. The fee includes plan review and inspection of system components and the witnessing of one performance acceptance test of the complete installation.	\$100	Per 30,000 cubic feet of volume or portion thereof of protected or controlled space; \$200 minimum
Flammable and Combustible Liquid Storage Tanks – This includes review and one inspection of the tank and associated hardware, including dispensing equipment. Tanks used to provide fuel or heat or other utility services to a building are exempt.	\$.01	Per gallon of the maximum tank capacity; 100 minimum
Emergency Generators – Emergency generators that are a part of the fire/life safety system of a building or structure. Includes the review of the proposed use of the generator, fuel supply and witnessing one performance evaluation test.	\$100	
Marinas and Piers	\$25	Per linear feet of marina or pier; plus \$1.00 per slip; \$100 minimum
Reinspection and Retest Fees		
<ul style="list-style-type: none"> • 1st Reinspection and Retest Fees 	\$100	
<ul style="list-style-type: none"> • 2nd Reinspection and Retest Fees 	\$250	
<ul style="list-style-type: none"> • 3rd and Subsequent Reinspection and Retest Fees 	\$500	
Consultation Fees – Fees for consultation technical assistance.	\$75	Per hour
Fire-safety Inspections. The following fees are not intended to be applied to inspections conducted in response to a specific complaint of an alleged Fire Code violation by an individual or governmental agency		
Assembly Occupancies (including outdoor festivals):		
<ul style="list-style-type: none"> • Class A (>1000 persons) 	\$300	
<ul style="list-style-type: none"> • Class B (301 – 1000 persons) 	\$200	
<ul style="list-style-type: none"> • Class C (51 – 300 persons) 	\$100	
<ul style="list-style-type: none"> • Fairgrounds (<= 9 buildings) 	\$200	
<ul style="list-style-type: none"> • Fairgrounds (>= 10 buildings) 	\$400	
<ul style="list-style-type: none"> • Recalculation of Occupant Load 	\$75	
<ul style="list-style-type: none"> • Replacement or duplicate Certificate 	\$25	
Education Occupancies:		
<ul style="list-style-type: none"> • Elementary School (includes kindergarten and Pre-K) 	\$100	
<ul style="list-style-type: none"> • Middle, Junior, and Senior High Schools 	\$150	
<ul style="list-style-type: none"> • Family and Group Day-Care Homes 	\$75	
<ul style="list-style-type: none"> • Nursery or Day-Care Centers 	\$100	
Health Care Occupancies:		
<ul style="list-style-type: none"> • Ambulatory Health Care Centers 	\$150	Per 3,000 sq.ft. or portion thereof
<ul style="list-style-type: none"> • Hospitals, Nursing Homes, Limited-Care Facilities, Domiciliary Care Homes 	\$100	Per building; plus \$2.00/patient bed
<ul style="list-style-type: none"> • Detention and Correctional Occupancies 	\$100	Per building; plus \$2.00/bed
Residential:		
<ul style="list-style-type: none"> • Hotels and Motels 	\$75	Per building; plus \$2.00/guest room
<ul style="list-style-type: none"> • Dormitories 	\$2	Per bed; \$75 minimum
<ul style="list-style-type: none"> • Apartments 	\$2	Per apartment; \$75 minimum

FY 2023 Fee Schedule

• Lodging or Rooming House	\$75	Plus \$2.00/bed
• Board and Care Home	\$100	Per building; plus \$2.00/bed
Mercantile Occupancies:		
• Class A (> 30,000 sq.ft.)	\$200	
• Class B (3,000 sq.ft. – 30,000 sq.ft.)	\$100	
• Class C (< 3,000 sq.ft.)	\$75	
Business Occupancies	\$75	Per 3,000 sq.ft. or portion thereof
Industrial or Storage Occupancies:		
• Low or Ordinary Hazard	\$75	Per 5,000 square feet or portion thereof
• High-Hazard	\$100	Per 5,000 square feet or portion thereof
Common Areas of Multitenant Occupancies (i.e., shopping centers, high-rises, etc.)	\$45	Per 10,000 sq.ft. or portion thereof
Outside Storage of Combustible Materials (scrap tires, tree stumps, lumber, etc.)	\$100	Per acre or portion thereof
Outside Storage of Flammable or Combustible Liquids (drums, tanks, etc.)	\$100	Per 5,000 sq.ft. or portion thereof
Marinas and Piers	\$100	Per facility; plus \$1.00/slip
Mobile Vendor	\$35	Plus \$.56/mile for inspections outside of the City of Salisbury
Sidewalk Café	\$35	If not part of an occupancy inspection
Unclassified Inspection	\$75	Per hour or portion thereof
Reinspection: If more than one reinspection is required to assure that a previously identified Fire Code violation is corrected		
• 2 nd Reinspection	\$100	
• 3 rd Reinspection	\$250	
• 4 th and Subsequent	\$500	
Fire Protection Water Supply Fees		
Witnessing Fire Main Flush	\$75	
Witness Underground Water Main Hydrostatic Tests	\$75	
Fire Protection Flow Test (in-City)	\$125	
Fire Protection Flow Test (out-of-City)	\$160	
Display Firework Permit		
Firework Display - Includes plan review and associated inspections for any firework display.	\$250	
Sale of Consumer Fireworks		
Stand-alone tent, stand or other commercial space predominately utilized for the sale of consumer fireworks	\$250	
Other commercial space predominately utilized for the sale of goods other than consumer fireworks	\$125	
Fire Report Fees		
1 st Page	\$20	To provide hard or electronic copies of fire reports
• Each Additional Page	\$5	


**CITY OF SALISBURY NOTICE
OF A PROPOSED
REAL PROPERTY TAX INCREASE**

The Mayor and City Council of the City of Salisbury propose to increase real property taxes.

1. For the tax year beginning July 1, 2022, the estimated real property assessable base will increase by 3.57%, from \$2,070,388,160 to \$2,144,240,282.
2. If City of Salisbury maintains the current tax rate of \$.9832 per \$100 of assessment, real property tax revenues will increase by 3.57% resulting in \$726,114 of new real property tax revenues.
3. In order to fully offset the effect of increasing assessments, the real property tax rate should be reduced to \$.9493, the constant yield tax rate.
4. The City of Salisbury is considering not reducing its real property tax rate enough to fully offset increasing assessments. The City proposes to adopt a real property tax rate of \$.9832 per \$100 of assessment. This tax rate is 3.57% higher than the constant yield tax rate and will generate \$726,114 in additional property tax revenues.



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Richard D. Baldwin, Acting Director of Infrastructure and Development 
Date: April 21, 2022
Re: Zoning Code Text Amendment Amending Section 17.04.04

The text amendment to section 17.04.04 was prepared by the City Attorney and received Planning Commission Public Hearing and Planning Commission approval on April 21, 2022.

1. Ordinance for a text amendment to Zoning Code in Title 17 Zoning.
 - a. Amending Section 17.04.04 of the Salisbury City Code, entitled “Method Of Regulation,” to add language exempting Federal, State And Local Governments from Title 17.
 - b. The amendment will clarify confusing language in the existing code. Wicomico County has similar exemption language.
 - c. This language was being added as part of the comprehensive rezoning process, however the Anne Street Village project is accelerating the need for the amendment.

Unless you or the Mayor has further questions, please forward a copy of this memo and the ordinance to the City Council.

Department of Infrastructure & Development
125 N. Division St., #202 Salisbury, MD 21801
410-548-3170 (fax) 410-548-3107
www.salisbury.md

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3 **ORDINANCE NO. 2716**

4 **AN ORDINANCE OF THE CITY OF SALISBURY AMENDING SECTION 17.04.040 OF**
5 **THE SALISBURY CITY CODE, ENTITLED “METHOD OF REGULATION”, TO ADD**
6 **CONFIRMATORY LANGUAGE EXEMPTING FEDERAL, STATE AND LOCAL**
7 **GOVERNMENTS FROM TITLE 17 OF THE SALISBURY CITY CODE.**

8 **WHEREAS**, the ongoing application, administration and enforcement of Title 17 (Zoning) of the City Code
9 of the City of Salisbury (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and
10 amendment, in order to keep the provisions of Title 17 current, comply with present community standards and values,
and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

11 **WHEREAS**, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD
12 Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public
13 general law or public local law, as the Mayor and Council deem necessary to assure the good government of the
14 municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect
15 the health, comfort and convenience of the citizens of the City;

16 **WHEREAS**, the Mayor and Council may amend Title 17 (Zoning) of the Salisbury City Code pursuant to the
17 authority granted by MD Code, Land Use, § 4-102, subject to the provisions set forth in § 17.228.020 of the
18 Salisbury City Code;

19 **WHEREAS**, it is widely accepted in Maryland that a local government, when it owns, leases, or otherwise controls
20 property in that locality and puts the property to public use, is not subject to its own zoning laws, absent an explicit
21 legislative provision manifesting an intent that the local government be subject to those laws;

22 **WHEREAS**, the Mayor and Council find that the health, safety and general welfare of the citizens of the
23 City will be furthered by amending Section 17.04.040 of the Salisbury City Code to add confirmatory language that
24 Federal, State and Local governments are exempt from Title 17;

25 **WHEREAS**, pursuant to § 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning
26 Code requires the recommendation of the Salisbury Planning and Zoning Commission (the “**Planning Commission**”)
27 prior to the passage of an ordinance amending Chapter 17.04;

28 **WHEREAS**, a public hearing on the proposed amendment was held by the Planning Commission in
29 accordance with the provisions of § 17.228.020 of the Salisbury City Code on April 21, 2022;

30 **WHEREAS**, at the conclusion of its April 21, 2022 meeting, the Planning Commission recommended, by a
31 vote of 5-0, that the amendment to Section 17.04.040 of the Salisbury City Code set forth herein be approved by the
32 Mayor and Council; and

33 **WHEREAS**, the Mayor and Council have determined that the amendment to Section 17.04.040 of the
34 Salisbury City Code set forth shall be adopted as set forth herein.

35 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF**
36 **SALISBURY, MARYLAND**, that Title 17 of the Salisbury City Code is hereby amended by adding the bolded and
37 underlined language and deleting the strikethrough language as follows:
38

39 **Section 1.** By amending Section 17.04.040 of the Salisbury City Code, entitled “Method of regulation” as
40 follows:

41 The method to be used for carrying out the legislative intent shall be by ordinance of the city council dividing
42 the city into districts of such number, shape and area as may be deemed necessary to carry out the purpose of the
43 grant of powers in ~~Article 66B~~ **the Land Use Article** of the Annotated Code of Maryland to promote health, safety,
44 morals and the general welfare of the community. Within such districts the city may regulate and restrict the erection,
45 construction, reconstruction, alteration, repair or use of buildings, structures or land. All such regulations shall be
46 uniform for each class or kind of buildings throughout each district, but the regulations in one district may differ from
47 those in other districts. The regulations herein are intended to carry out the mandate of the Acts and Articles expressed
48 in the legislative authority above.

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This Title (Title 17) shall not apply to land, buildings or other structures owned by or leased solely to the Federal Government, the State of Maryland, Wicomico County, or the City of Salisbury, provided that such land, buildings or other structures are used for a public purpose.

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 25th day of April, 2022 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 _____, 2022

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

Approved by me, this _____ day of _____, 2022.

Jacob R. Day, Mayor

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ORDINANCE NO. 2725

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE
MAYOR TO ACCEPT LAW ENFORCEMENT BODY CAMERA GRANT
FUNDS FROM THE LOCAL GOVERNMENT INSURANCE TRUST IN THE
AMOUNT OF \$4,425 FOR THE SALISBURY POLICE BODY WORN CAMERAS
PROJECT.**

WHEREAS, the Local Government Insurance Trust (“**LGIT**”) funds a grant to help its member law enforcement agencies purchase equipment and services related to officer worn body cameras (the “**Law Enforcement Body Camera Grant**”); and

WHEREAS, the Salisbury Police Department (“**SPD**”), having a need for additional body worn cameras, applied for the said Law Enforcement Body Camera Grant and LGIT has awarded grant funds to the SPD in the amount of \$4,425; and

WHEREAS, as required by the terms of the grant, the SPD will provide matching funds in the amount of \$4,425; and

WHEREAS, the SPD has surplus funds available in current year operating accounts to accomplish the required grant match; and

WHEREAS, the combined grant and matching funds in the amount of \$8,850 will be utilized to purchase five (5) body worn cameras and the associated software and data storage for a period of 24 months; 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.

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

Section 1. Mayor Jacob R. Day is hereby authorized to enter into an agreement with the Local Government Insurance Trust, on behalf of the City of Salisbury, for the City’s acceptance of training grant funds in the amount of \$4,425.

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

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

(a) Increase LGIT Revenue Account No. 10500–456944–XXXXX by \$4,425.

(b) Increase Operating Expense Account No. 10500–546006–XXXXX by \$4,425.

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

Section 3. 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.

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

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

56 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
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58 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
59 Salisbury held on the 9th day of May, 2022 and thereafter, a statement of the substance of the Ordinance having
60 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on
61 the _____ day of _____, 2022.

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63 **ATTEST:**

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67 _____
68 **Kimberly R. Nichols, City Clerk**

_____ **John R. Heath, City Council President**

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71 Approved by me, this _____ day of _____, 2022.
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77 **Jacob R. Day, Mayor**

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ORDINANCE NO. 2726

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ACCEPT DONATED FUNDS IN THE AMOUNT OF \$1,000 FROM THE COMMUNITY FOUNDATION OF THE EASTERN SHORE, AND TO APPROVE AN AMENDMENT TO THE FY22 BUDGET TO APPROPRIATE THESE FUNDS TO PARTIALLY COVER COSTS OF THE PURCHASE AND INSTALLATION OF A NEW WATER FOUNTAIN AT BEN'S RED SWINGS PLAYGROUND.

WHEREAS, the Community Foundation of the Eastern Shore, Inc. (CFES) provides funding for projects that represent and serve the residents of Wicomico County, Maryland; and

WHEREAS, Ben's Red Swings is a playground located in the City of Salisbury that was created to honor the memory of Benjamin Layton, and was constructed by his family, friends and other members of the Salisbury community; and,

WHEREAS, the City has accepted donations from members of the community who are interested in contributing to the maintenance and upkeep of the Ben's Red Swings playground; and

WHEREAS, CFES has awarded the City funds in the amount of \$1,000 to partially cover the costs of purchase and installation of a new water fountain at Ben's Red Swings playground; 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.

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

Section 1. Mayor Jacob R. Day is hereby authorized to accept a donation from the Community Foundation of the Eastern Shore (CFES), on behalf of the City of Salisbury, for the City's acceptance of funds in the amount of \$1,000.

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

Section 2. The City of Salisbury's FY22 Budget be and hereby is amended as follows:

(a) Increase Donations—Other Revenue Account No. 10700–456415–76100 by \$1,000.

(b) Increase Playground Maintenance Expense Account No. 10700–523628–76100 by \$1,000.

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

Section 3. 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 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.

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

50 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
51

52 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
53 Salisbury held on the 9th day of May, 2022 and thereafter, a statement of the substance of the Ordinance having
54 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury
55 on the _____ day of _____, 2022.

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57 **ATTEST:**

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61 _____
62 **Kimberly R. Nichols, City Clerk** _____
63 **John R. Heath, City Council President**

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65 Approved by me, this _____ day of _____, 2022.

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70 **Jacob R. Day, Mayor**
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ORDINANCE NO. 2727

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WICOMICO COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY FOR THE PURPOSE OF ACCEPTING COMMUNITY MENTAL HEALTH SERVICES (COVID RELIEF) BLOCK GRANT FUNDS IN THE AMOUNT OF \$12,562 AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE HOMELESS SERVICES CASE SPECIALIST POSITION.

WHEREAS, Critical Time Intervention (“CTI”) is a time-limited evidence-based practice model designed to mobilize support for vulnerable individuals during periods of transition, including individuals transitioning from homelessness to permanent supportive housing; and

WHEREAS, the Wicomico County Health Department received funding from the Behavioral Health Administration for the Block Grants for Community Mental Health Services (COVID Relief) specific to the delivery of CTI services; and

WHEREAS, the Wicomico County Local Behavioral Health Authority (“**Wicomico County LBHA**”) has awarded the City of Salisbury (the “**City**”) a Block Grant for Community Mental Health Services in the amount of \$12,562 (the “**CTI Funds**”); and

WHEREAS, the City’s Homeless Services Case Specialist position will use CTI principles to assist individuals who are transitioning from homelessness to permanent supportive housing; and

WHEREAS, a permissible use of the CTI Funds is to (partially) cover the salary costs of the Homeless Services Case Specialist; and

WHEREAS, in order to accept the CTI Funds, the City must enter into a Memorandum of Understanding (“**MOU**”) with the Wicomico County LBHA to define the permitted expenditure, and conditions related thereto, of the CTI Funds; 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.

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

Section 1. Mayor Jacob R. Day is hereby authorized to enter into a MOU with the Wicomico County LBHA, on behalf of the City of Salisbury, for the City’s acceptance of grant funds in the amount of \$12,562.

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

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

(a) Increase MHBG SAMSHA Revenue Account No. 10530-425XXX-XXXXX by \$12,562.

(b) Increase Salaries-Non-Clerical Expense Account No. 10530-501002-XXXXX by \$12,562.

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

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

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

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

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

58
59 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
60 Salisbury held on the 9th day of May, 2022 and thereafter, a statement of the substance of the Ordinance having
61 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on
62 the _____ day of _____, 2022.

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64 **ATTEST:**

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69 **Kimberly R. Nichols, City Clerk**

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69 **John R. Heath, City Council President**


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72 Approved by me, this _____ day of _____, 2022.

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77 **Jacob R. Day, Mayor**

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City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Richard D. Baldwin, Acting Director of Infrastructure & Development 
Date: May 12, 2022
Re: Budget Amendment – Poplar Hill Mansion ADA Ramp

The Department of Infrastructure and Development recently worked with the Department of Procurement to advertise an invitation to bid for the Poplar Hill Mansion Rear Deck Reconstruction and Inclined Platform Lift Installation. The scope of work involves demolition and reconstruction of the rear steps and deck, installation of one new ADA compliant inclined platform lift, and two threshold transition ramps.

Previously a total of \$75,000 was appropriated for both the conversion of a bathroom and the installation of wheel chair ramp. The bathroom conversion was completed earlier under a separately awarded contract. The original ramp design was rejected by the Maryland Historical Society which has approved reconstruction of the rear steps, deck and installation of the ADA compliant inclined platform lift.

Bids were opened on March 02, 2022. Three (3) bids were received and are summarized below:

Vendor	Total Base Bid
OMF Contractors Inc.	\$56,835.00
East Coast Contracting	\$73,300.00
KLH Construction LLC	\$101,152.00

The Department of Infrastructure and Development reviewed the bids and rejected the low bidder. The second low bidder, East Coast Contracting, was found to be a responsive and responsible bidder, however, this bid exceeded remaining available funds by \$21,242.28. The Department of Infrastructure and Development is requesting a further appropriation of \$21,242.28 for installation of the ADA ramp.

Unless you or the Mayor have further questions, please forward a copy of this memo and the ordinance to the City Council.

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ORDINANCE NO. 2728

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT OF THE CITY’S FY22 GENERAL FUND BUDGET AND GENERAL CAPITAL PROJECT FUND BUDGET TO PROVIDE FUNDS FOR THE “POPLAR HILL MANSION ADA RAMP AND BATHROOM PROJECT.”

WHEREAS, in FY2021, the City undertook a project to make the Poplar Hill Mansion handicap accessible, to include the conversion of a bathroom and the installation of a wheelchair ramp (“the Project”), both of which were to be compliant with guidelines set forth by the Americans with Disabilities Act (“ADA”); and

WHEREAS, Ordinance 2687 previously appropriated \$35,000 for the Project and Ordinance 2022 previously appropriated \$40,000 for the Project; and

WHEREAS, the bathroom conversion has been completed, but the original ramp design was rejected by the Maryland Historical Society, which has approved reconstruction of the rear steps, deck, and installation of an ADA compliant inclined platform lift; and

WHEREAS, the City has determined an additional \$21,242.28 is required to complete the Project, as approved by the Maryland Historical Society, based on bids that have been received; and

WHEREAS, the appropriations necessary to execute the purpose of the \$21,242.28 funds, as provided hereinabove, 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 FY22 General Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	None	Current Year Surplus	01000-469810	21,242.28
Increase	Expense	None	Transfer General Capital Projects Fund	91001-599109	21,242.28

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Section 2. The City of Salisbury’s General Capital Project Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	ADA Lift & Bathroom	Transfer In General Fund	98022-469313-43028	21,242.28
Increase	Expense	ADA Lift & Bathroom	Construction	98022-513026-43028	21,242.28

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

42 **Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
43 of this Ordinance shall be deemed independent of all other provisions herein.
44

45 **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
46 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,
47 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
48 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
49 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.
50

51 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
52 if such recitals were specifically set forth at length in this Section 5.
53

54 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
55

56 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
57 Salisbury held on the _____ day of _____, 2022 and thereafter, a statement of the substance
58 of the Ordinance having been published as required by law, in the meantime, was finally passed by the
59 Council of the City of Salisbury on the _____ day of _____, 2022.
60

61 **ATTEST:**
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66 _____
67 **Kimberly R. Nichols, City Clerk**

_____ **John R. Heath, City Council President**

68
69 Approved by me, this _____ day of _____, 2022.
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73 _____
74 **Jacob R. Day, Mayor**
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76

To: All Council Members
From: Nathaniel Sansom, Special Assistant to the Mayor
Subject: Revisions to 5.64 – Police Directed Towing
Date: May 19, 2022

Council Members,

Overview of Current Situation

The Administration, in consultation with SPD, has proposed revisions to Chapter 5.64 of the City Code pertaining to police directed tows. Upon receiving feedback from companies that perform police directed tows, the Police Department would like to change the structure of penalties for declined calls for police directed tows.

Currently, any licensed towing company that declines three police directed tow requests within a three-month period is removed from the police directed tow list for six months; our proposed revisions would provide an escalating penalty structure. Tow companies also expressed concerns regarding compensation for additional labor and single-use materials used while performing a police directed tow. There is no mechanism through which companies can receive compensation for tows that require the use of materials to clean up debris; similarly, there is not a mechanism through which they can bill for additional labor for tows that take an extended period of time to complete.

Request

The Administration requests your consideration of this ordinance which would accomplish the following:

- Revise the structure for the suspension of towing companies who decline police directed tow calls for service. Under the new penalty structure, companies who decline or miss three tows within a calendar year will have their police directed tow license for one month. Following a one-month suspension, any company that declines or misses a total of six or more police directed tow requests within a calendar year will have their police directed tow license suspended for three months. (5.64.100 B)
- Allow tow companies request to be temporarily removed from the police directed tow list to avoid being penalized during a time in which they may be unable to perform police directed tows. (5.64.100 B)
- Require that the vehicle be towed to a storage lot/facility within 10 miles of 125 N. Division St. in Salisbury (for all standard or basic tows). (5.64.100 C)
- Create a non-reusable cleanup fee to offset the costs of single-use materials used to clean up the scene of an accident. (5.64.105 A)



- Create an additional labor fee to provide compensation for additional labor that is essential and or required for roadway cleanup (5.64.105 B)
- Require that tow companies abide by the police directed tow operator code of conduct (5.64.105 C)
- Clearly articulate when a release fee shall be charged for after-hours, weekend, or holiday vehicle releases. (5.64.110 C)
- Clarify when inside storage fees may be charged and create a self-adhesive film wrap fee. (5.64.110 D)
- Establish various requirements relating to record retention, and establish the Police Department's right to conduct a periodic review of company records to ensure compliance with regulations barring companies from holding a financial interest in another company holding a police directed tow license (5.64.120 F)
- Enumerate certain items which are not considered to be personal property for the purposes of Section 5.64.130. (5.64.130 C)
- State that magnetic signs do not satisfy the requirements of Section 5.64.140. (5.64.140 B)
- Revise Section 5.64.160 (Violations and Penalties) to state that violations of Section 5.64.100 shall be subject to penalties in accordance with the provision enumerated in Section 5.64.100. (5.64.160)

Recommendation

The Administration requests your consideration and adoption of this ordinance which was crafted to respond to various needs and concerns expressed by the Police Department and companies that perform police directed tows.

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ORDINANCE NO. 2729

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING CHAPTER 5.64 OF THE SALISBURY CITY CODE, ENTITLED "TOWING COMPANIES", TO UPDATE PROCEDURES FOR DISPATCHING POLICE DIRECTED TOWING, OPERATIONS OF A POLICE DIRECTED TOW ON SCENE, AND PENALTIES FOR VIOLATIONS OF THE CODE.

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code (the "**Salisbury City Code**") demonstrates a need for its periodic review, evaluation and amendment, in order to comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the "**City**");

WHEREAS, the Mayor and Council of the City of Salisbury (the "**Mayor and Council**") are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, the Mayor and Council may amend Title 5 of the Salisbury City Code pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter;

WHEREAS, the Mayor and Council find that the health, safety and general welfare of the citizens of the City will be furthered by amending Chapter 5.64 of the Salisbury City Code to update procedures for dispatching police directed towing, operations of a police directed tow on scene, and penalties for violations; and

WHEREAS, the Mayor and Council have determined that the amendments to Chapter 5.64 of the Salisbury City Code set forth below shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Chapter 5.64 of the Salisbury City Code is hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows:

Section 1. Chapter 5.64 of the Salisbury City Code of the Salisbury City Code, entitled "Towing Companies" is amended as follows:

Chapter 5.64 TOWING COMPANIES

5.64.080 Investigation of employees of owner/applicants for police directed tow licenses.

- A. Prior to the approval of the towing company application all employees of the owner/applicant shall submit to a criminal background investigation acceptable to the police department, including the completion of an affidavit and fingerprinting. Any costs associated with such investigation shall be assumed by the owner/applicant. A felony conviction or a plea of nolo contendere involving a ~~Part 1 crime~~ **an aggravated assault, forcible rape, murder, robbery, arson, burglary, larceny or motor vehicle theft** within three years of the date of the application will automatically disqualify the employee from responding to any police directed tow or releasing any police directed tow vehicle to the owner of said vehicle.
- B. Prior to being allowed to respond to a police directed tow or to release a vehicle to its owner, any new employee shall submit to the background investigation process, fingerprinting and any costs associated with such investigation shall be assumed by the owner/applicant or towing company.

44 C. Should an otherwise approved employee be found guilty of or enter a plea of nolo
45 contendere to a felony involving any crime listed in 5.64.080A, a Part I crime said employee shall
46 immediately notify his employer who shall notify the police department within seventy-two (72)
47 hours of having been notified. The police department shall remove said employee from the list of
48 approved towing company employees.

49 D. Should the chief of police or his designee reject an employee for inclusion on the towing
50 company's list of approved employees, the owner/applicant, the towing company and the employee
51 shall have a right of appeal. This appeal shall be brought before the city administrator or his
52 designee pursuant to Section 5.64.170.

53 (Ord. No. 2188, 2-13-2012)

54 **5.64.090 Certificate of insurance to be filed by holders of police directed tow licenses.**

55 Every towing company that is licensed to conduct police directed tows, under the provisions of this
56 chapter, regardless of whether such license was issued before or after January 23, 2012, shall file
57 with the Director of Finance a certificate of insurance evidencing commercial liability insurance
58 coverage for auto liability with a minimum of one million dollars (\$1,000,000.00), with a maximum
59 of one thousand dollars (\$1,000.00) deductible, and coverage for cargo, on unhook, and garage
60 keeper's liability, with a minimum of fifty thousand dollars (\$50,000.00). Each licensee shall also
61 list the city as an additional insured. If any insurance policy lapses without replacement by another
62 insurance policy, said lapse shall be grounds for revocation of the license.

63 (Ord. No. 2188, 2-13-2012; Ord. No. 2444, 10-9-2017)

64 **5.64.100 Procedure for dispatching police directed towing companies.**

65 A. The Director of Finance shall furnish the police department with a current list of all towing
66 companies with a police directed tow license. Whenever the service of a towing vehicle shall be
67 required and a request is made to the police department for such service, the police department shall
68 dispatch to the place where the service is required, a vehicle operated by that towing company
69 whose license was first obtained and then request subsequent towing vehicles as needed on a
70 chronological and rotating basis. If a towing vehicle is not available, the next company listed
71 chronologically, in the order in which it obtained its license shall be called. If a towing vehicle does
72 not arrive at the scene of the collision, parking violation or accident within thirty (30) minutes after
73 the request is made, the officer at the scene shall notify the police department of such fact. It shall
74 contact the next towing company, etc., as if the first towing company had not been contacted.
75 Consideration will be given, however, to abnormal traffic patterns that result from adverse weather
76 conditions, emergencies or other causes. Upon arriving at the scene of an accident, the towing
77 company shall immediately remove the disabled vehicle to his storage lot or other location and
78 notify, in writing, the police officer and vehicle owner, if available, of the location and telephone
79 number of the storage lot as well as applicable towing and storage fees. If indoor storage is required,
80 then the above rules shall apply to licensed towing companies with indoor storage. In the event a
81 disabled vehicle cannot promptly and efficiently be removed from the scene of an accident, the
82 towing company may have the police department call the next-listed licensee to assist in such
83 removal.

84 B. ~~Any licensed towing company who shall decline three tow requests within a three month~~
85 ~~time period shall be removed from the police directed towing list for six months.~~ **Any licensed**
86 **towing company that declines or misses three tow requests within a calendar year shall have**
87 **their police directed towing license suspended for one month. Following a one-month**
88 **suspension, any licensed towing company that declines or misses a total of six or more tow**
89 **requests within a calendar year shall have their police directed towing license suspended for**
90 **three months. The following situations shall be considered a declination:**

91 **1. Failure to respond to the tow scene within the 30 minute on-scene timeframe.**

92 **2. Failure to respond when requested, regardless of reason.**

93 **3. Failure to answer or respond to a call for service.**

94 **4. Explicit refusal to respond.**

95 **Should a tow company need to temporarily come out of the tow rotation for a period of more**
96 **than five (5) days due to mechanical or equipment problems, sick or injured employees or a**
97 **similar issue, the tow company shall notify the Police Department in writing of the reason for**
98 **the unavailability and the anticipated duration. The Police Department shall then remove**
99 **the company from the rotation until the Department receives written communication from**
100 **the company requesting to be placed back into rotation. The tow company shall be placed**
101 **back into the tow list rotation at the bottom of the existing list.**

102 **Any licensed towing company who would like to be temporarily removed from the towing**
103 **list, may request that the Finance Department temporarily suspend their police directed tow**
104 **license. All requests for a temporary suspension shall be made in writing to the Finance**
105 **Department and the Police Department. Making such a request will remove a company from**
106 **the list of companies with a police directed tow license until such a time that the company**
107 **requests its license be reinstated. Companies may request to have their license suspended for**
108 **no less than thirty (30) days and no more than one hundred and eighty (180) days. Any**
109 **requests for a temporary suspension must include the requested police directed tow license**
110 **suspension and reinstatement dates.**

111 C. The vehicle shall be towed by the safest and shortest practical route possible from the point
112 of origin to the vehicle's destination. **For all standard or basic tows, the vehicle shall be towed**
113 **to a storage lot or facility that is located no more than ten miles from 125 North Division**
114 **Street in Salisbury.**

115 D. If a department or agency of the city, a public utility or similar entity requests the relocation
116 of a vehicle from a work zone to a nearby street parking area, the police department shall follow
117 the procedure set forth in Paragraph A above. The fee for an emergency vehicle relocation shall be
118 established by ordinance and shall be at the expense of the requesting city department or agency,
119 public utility or similar entity.

120 E. No towing company shall, in any way, solicit towing business **at a scene involving either**
121 **a traffic accident or a police directed tow,** nor shall any such towing company attempt to take
122 any vehicle in tow unless he or it shall have been summoned by the owner/operator of the vehicle
123 requiring the tow or the city police department.

124 F. No towing company that is summoned by the owner/operator of the vehicle requiring the
125 tow shall attempt to take a vehicle in tow unless the towing company can respond within thirty (30)
126 minutes.

127 G. If a vehicle to be towed is gone upon the arrival of a towing company called from the police
128 directed tow list, the towing company shall remain at the top of the list to receive the next police
129 directed tow call.

130 (Ord. No. 2188, 2-13-2012; Ord. No. 2444, 10-9-2017)

131 **5.64.105 - Operations on scene of a Police Directed Tow.**

132 **A. The licensed towing company shall be required in accordance with the law to clean**
133 **the roadway of debris of a crash scene. A non-reusable cleanup materials fee may be charged**
134 **and a copy of the purchase invoice for the non-reusable cleanup material must be kept on file**
135 **and available for examination for two years. This fee is intended to offset the cost of single-**

136 use materials used to clean up the scene of the accident and to remove accident-related debris.
137 A non-reusable cleanup materials fee may be assessed no more than once per tow call. This
138 fee shall be established from time to time by ordinance.

139 B. If additional labor is essential and or required for roadway cleanup, such additional
140 labor shall be provided by the licensed towing company. An invoice detailing the reason for
141 the necessity of the labor and the type of work conducted shall be kept on file and available
142 for examination for two years. This fee shall be established from time to time by ordinance.

143 C. Licensed towing company operators and owners shall comply with the established
144 police directed tow operator code of conduct. Failure to do so may result in penalties in
145 accordance with section 5.64.160 .

146 **5.64.110 Release from storage.**

147 A. A licensed towing company holder of a police directed tow license shall be required to
148 release all police directed tows disabled vehicles during the regular business day. Each licensed
149 towing company must accept cash, certified checks, money orders, debit and at least two major
150 credit cards (Mastercard, Visa, American Express, or Discover) for payment. If a towing company
151 fails to accept the listed forms of payment, a five hundred dollar (\$500.00) fine will be issued for
152 the first offense and a fine not to exceed one thousand dollars (\$1,000.00), will be issued for the
153 second and subsequent offenses.

154 B. A licensed towing company shall ~~must~~ provide storage lot staff on site to allow vehicle
155 owners timely access to their vehicles during the regular business day. If a vehicle owner is unable
156 to obtain timely release of a vehicle from storage within two hours of the initial request during the
157 regular business day, and the police department is notified by the vehicle owner, and the violation
158 is verified by the police department, then storage fees shall cease on the date of notification by the
159 vehicle owner.

160 C. Whenever a vehicle is released from the storage lot of a licensed towing company on
161 weekends, evenings (6:00 pm to 9:00 am), or state and federal holidays, a release fee shall be
162 charged to the vehicle owner. This charge shall be established from time to time by
163 ordinance. If a licensed tow company refuses to release a vehicle during evenings, weekends
164 or state and federal holidays, then no storage fees shall be permitted for each day the release
165 is refused.

166 D. Inside storage of a vehicle shall only be at the request of the vehicle owner, operator
167 or law enforcement, or if essential or necessary to preserve the condition of the vehicle. If
168 indoor storage is the licensed towing company's only method of storage available, then the
169 inside storage shall be charged at the outside storage rate. If, at the request of the vehicle
170 owner, operator or law enforcement and in order to preserve the condition of the vehicle
171 where inside storage is not available, an application of self-adhesive film (for example: Crash
172 Wrap) may be used on the area of the vehicle which is open to the elements. If a vehicle must
173 be wrapped in order to be safely transported, a licensed towing company may apply a self-
174 adhesive film and charge a self-adhesive film wrap fee. This fee shall be established from time
175 to time by ordinance. Photographic evidence of the self-adhesive film on the specified vehicle
176 shall be kept on file with the invoice and available for inspection

177 (Ord. No. 2188, 2-13-2012)

178 **5.64.120 Fees for towing and storage for police directed tows.**

179 Fees for towing and storage for police directed tows shall be established from time to time by ordinance.

180 A. Every police directed towing company engaged in towing vehicles shall, at the time of its
181 application for a license, pursuant to Section 15.64.030, file with the Director of Finance, a
182 statement that it will charge the standard towing and storage fees adopted by ordinance.

183 B. A police directed towing company shall not charge fees for towing, storage, or release of
184 vehicles of less than 10,000 GVW, other than those adopted by ordinance.

185 C. A police directed towing company shall post a list of current city council approved towing
186 and storage fees in a conspicuous place at its storage facility using a sign substantially similar to
187 that approved by the chief of police.

188 D. A list of current towing and storage fees shall be given to the vehicle owner/operator, if
189 available, at the scene of the tow by the tow truck operator. Should the vehicle owner/operator not
190 be available at the scene, a list of current towing and storage fees shall be given to the officer in
191 charge of the scene.

192 E. Vehicle owners may not abandon vehicles at a city licensed facility. Leaving a vehicle at a
193 tow facility for more than two weeks shall constitute abandonment. Abandoning a vehicle may
194 result in forfeiture of the vehicle, criminal and/or civil prosecution including a municipal fine of up
195 to one thousand dollars (\$1,000.00), plus court and recovery costs. In cases of police impounded
196 vehicles, the two-week time period begins on the day following the release of the vehicle by the
197 police department.

198 **F. All approved tow companies engaging in police directed towing shall maintain**
199 **adequate records to allow expeditious periodic review of their compliance with this chapter.**
200 **Such records must include, but are not limited to, sequentially numbered invoices, a copy of**
201 **which shall be provided to each customer and a copy of which must be retained for a period**
202 **of at least two (2) years by the tow company. In addition, the City Police Department may**
203 **conduct periodic reviews of the financial records of any tow company holding a police**
204 **directed tow license to ensure it is not directly or indirectly financially interested in any other**
205 **licensed police directed towing company as required by 5.64.70.**

206 (Ord. No. 2188, 2-13-2012; Ord. No. 2444, 10-9-2017)

207 **5.64.130 Release of vehicles removed at the order of the police department.**

208 A. Vehicles removed at the order of the police department may not be released until approved
209 by the police department and until the payment of all fines and fees has been made. In the case of
210 city parking regulations, this requirement applies uniformly to all:

- 211 1. Motor vehicles not registered in the state of Maryland;
- 212 2. Motor vehicles registered in the state of Maryland;
- 213 3. Motor vehicles registered in the state of Maryland to leasing companies and rental
214 agencies;
- 215 4. Nonregistered motor vehicles.

216 B. Vehicles shall be stored for a minimum of two weeks unless released as set forth above.
217 After two weeks of storage, the vehicle may be removed from storage by the licensed towing
218 company with written approval of the police department. No abandoned vehicle shall be scrapped
219 except in accordance with Maryland State Law.

220 C. Personal property of owners/companies not attached to the vehicle shall be immediately
221 returned to owners/companies upon owner's/company's request, unless the police department
222 requires retention of the personal property not attached to the vehicle. **Example of items which**

223 are not considered personal property for the purposes of this section include but are not
224 limited to: stereos, batteries, license plates, etc.

225 D. No vehicle shall be released to the owner or the owner's authorized agent until proof of
226 ownership and a valid identification is provided to the towing company.

227 (Ord. No. 2188, 2-13-2012)

228 **5.64.140 Signs required on vehicles.**

229 On each side of every towing vehicle there shall be legibly inscribed the name, telephone number,
230 and address of the owner and the department of transportation number of each towing vehicle.
231 Letters and numerals required by this section shall:

232 A. Be visible from a distance of fifty (50) feet during daylight hours;

233 B. Be permanently affixed on or applied to the towing vehicle. Magnetically affixed or
234 applied signs do not satisfy this requirement;

235 C. Be in letters that contrast sharply in color with the background on which the letters are
236 placed;

237 D. Comply with Maryland Vehicle Law 22-404.3.

238 (Ord. No. 2188, 2-13-2012)

239 **5.64.150 Unlawful to provide bail if holding a police directed tow license.**

240 It is unlawful for any towing company holding a police directed tow license to offer to secure or
241 provide bail or to enter into any agreement, oral or written, to secure or provide bail or to arrange
242 for the providing of bail for any person involved in a motor vehicle collision or accident in the city,
243 with the exception that this section shall not apply to bona fide automobile clubs, associations or
244 insurance companies.

245 (Ord. No. 2188, 2-13-2012)

246 **5.64.160 Violations—Penalties.**

247 Any towing company ~~that violates any of the provisions of this chapter shall be subject to license~~
248 ~~suspension for up to ninety (90) days, for a first offense, or revocation for up to one year, for a~~
249 ~~second offense, by the chief of police. No new license shall be issued during a period of suspension~~
250 ~~or revocation. In addition, any towing company, its employees and agents who shall violate any of~~
251 ~~the provisions of this chapter, other than the provisions of chapter 5.64.100 (B) concerning tow~~
252 ~~declinations, shall be guilty of a civil infraction and shall be subject to a fine not to exceed five~~
253 ~~hundred dollars (\$500.00) for a first violation or one thousand dollars (\$1,000.00) for subsequent~~
254 ~~violations. Any towing company, its employees and agents found guilty of perjury under Maryland~~
255 ~~Criminal Law Title 9 shall be subject to imprisonment not exceeding ten years. Any towing~~
256 ~~company, its employees, and agents who shall violate the provisions of chapter 5.64.100 (B)~~
257 ~~shall be subject to license suspension in accordance with the provisions enumerated in chapter~~
258 ~~5.64.100.~~

259 (Ord. No. 2188, 2-13-2012)

260 **5.64.170 Appeal.**

261 Any towing company whose license is suspended or revoked by the chief of police or an
262 owner/applicant whose application is rejected, or a towing company and its employee who has been
263 rejected may appeal that decision to the city administrator in writing within ten days of the date of
264 the decision. Within twenty-one (21) days after receipt of the appeal, the city administrator or his
265 designee shall review the file, hear any testimony the city administrator or his designee deems

266 necessary, and render a written decision either affirming, reversing, or modifying the decision of
267 the chief of police. Failure to file a timely appeal shall constitute an acceptance of the police chief's
268 action.

269 (Ord. No. 2188, 2-13-2012)

270 **5.64.180 Severability.**

271 Severability is intended throughout and within the provisions of the ordinance. If any section,
272 subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or
273 unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity
274 of the remaining portions of this ordinance.

275 (Ord. No. 2188, 2-13-2012)

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

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

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

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

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

288 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
289 of Salisbury held on the _____ day of _____, 2022 and thereafter, a statement of the substance of
290 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council
291 of the City of Salisbury on the _____ day of _____, 2022

292 **ATTEST:**

293

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295 _____
296 **Kimberly R. Nichols, City Clerk**

_____ **John R. Heath, City Council President**

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297 Approved by me, this _____ day of _____, 2022.

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300 _____
301 **Jacob R. Day, Mayor**

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