



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA
OCTOBER 16, 2023**

Salisbury Headquarters at 115 S Division Street and Zoom Video Conferencing

- 4:30 p.m. Water & Sewer Extension Policy- Amanda Pollack, Water Resources Engineer at Center for Watershed Protection and City Attorney Laura Ryan
- 4:45 p.m. Overview of Zoning as it pertains to halfway homes, group homes and recovery homes- City Attorney Laura Ryan
- 5:00 p.m. Ordinance to approve an MOU to receive funds from the Wicomico County Health Department in the amount of \$10,000.00 for the FY24 Safe Station- Deputy Fire Chief Chris O’Barsky
- 5:05 p.m. Annexation fees- City Attorney Heather Konyar, City Administrator Andy Kitzrow
- 5:20 p.m. LDA- Lot 16 and Lot 3- Special Counsel Reena Patel, City Administrator Andy Kitzrow, Procurement Director Jennifer Miller
- 5:30 p.m. North Prong update and budget amendment- Procurement Director Jennifer Miller, Department of Infrastructure and Development Director Rick Baldwin, City Administrator Andy Kitzrow
- 5:45 p.m. Resolution to approve MOA with Cal Ripken Sr. Foundation for Stem Lab- Housing & Community Development Director Muir Boda, Community Relations Manager Rachel Manning
- 5:55 p.m. Public Comments on topics presented above
- 6:10 p.m. Administration and Council Comments
- 6:15 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*

Join Zoom Meeting
<https://us02web.zoom.us/j/88163253286?pwd=K3RtZUhUMHNUcDRPU2lHbnROQzZVUT09>
Meeting ID: 881 6325 3286
Passcode: 812389
Phone: 1.301.715.8592



City of
Salisbury
John "Jack" R. Heath, Mayor

TO: City Council
FROM: Andy Kitzrow
DEPT: Mayor's Office
DATE: 9/11/23
SUBJECT: Water & Sewer Extension Policy

Enclosed is the proposed Water & Sewer Extension Policy. This policy defines the circumstances to which the City would extend water and sewer services to County residents and the expectations of all parties involved.

Salisbury Water and Sewer Extension Policy

The Water and Sewer Extension Policy expands on Salisbury Municipal Code Section 13.02.060 General Connection Policies. The code takes precedence over this policy. The policy defines the expectations and responsibilities for utility extension for new development and existing improved properties with public health concerns.

New Development

1. Extension of utilities for new development shall adhere to Salisbury Municipal Code Section 13.02.060 General Connection Policies.
2. New Development includes:
 - a. Existing improved properties without public health concerns, or
 - b. Vacant parcels that can be subdivided to include more than one (1) single family residence, or
 - c. Vacant parcels zoned for multi-family residential, commercial or industrial purposes, or
 - d. Redevelopment of an existing improved property.
3. Annexation and pre-annexation agreements shall adhere to the City's Annexation Policy. Annexation Agreements shall be subject to all fees and improvements required under the City's Annexation Policy including, but not limited to, the following:
 - a. Fee for re-investment in existing neighborhoods
 - b. Fee for development assessments
 - c. Contribution to area improvements
 - d. Payment in lieu of taxes (PILOT) if the property is tax exempt
 - e. Downstream utility improvements, as necessary
 - f. Road improvements to meet City standards including curb, gutter, sidewalk and street lights
4. The property owner/developer will fund the extension of utilities built to City standards including upgrades associated with downstream impacts.

Existing improved properties with public health concerns

1. Per Salisbury Municipal Code section 13.02.060.G, the Director of Infrastructure and Development shall have the authority to approve water and/or sewer connections to properties outside the corporate limits of the City where water and/or sewer is available when the county health officer or designee provides a notification of the need of an immediate connection due to public health concerns.
2. Public Health Concerns shall be identified and categorized by the Wicomico County Health Officer or designee, which includes the Maryland Department of the Environment. Categories of public health concern include but are not limited to areas of potentially failing septic systems, areas of failing septic systems, areas with groundwater contamination or areas with water quality issues. The public health concern must be defined in writing and should include the level of urgency or emergency. Prioritization of requests shall be made based on need and the level of urgency or emergency.

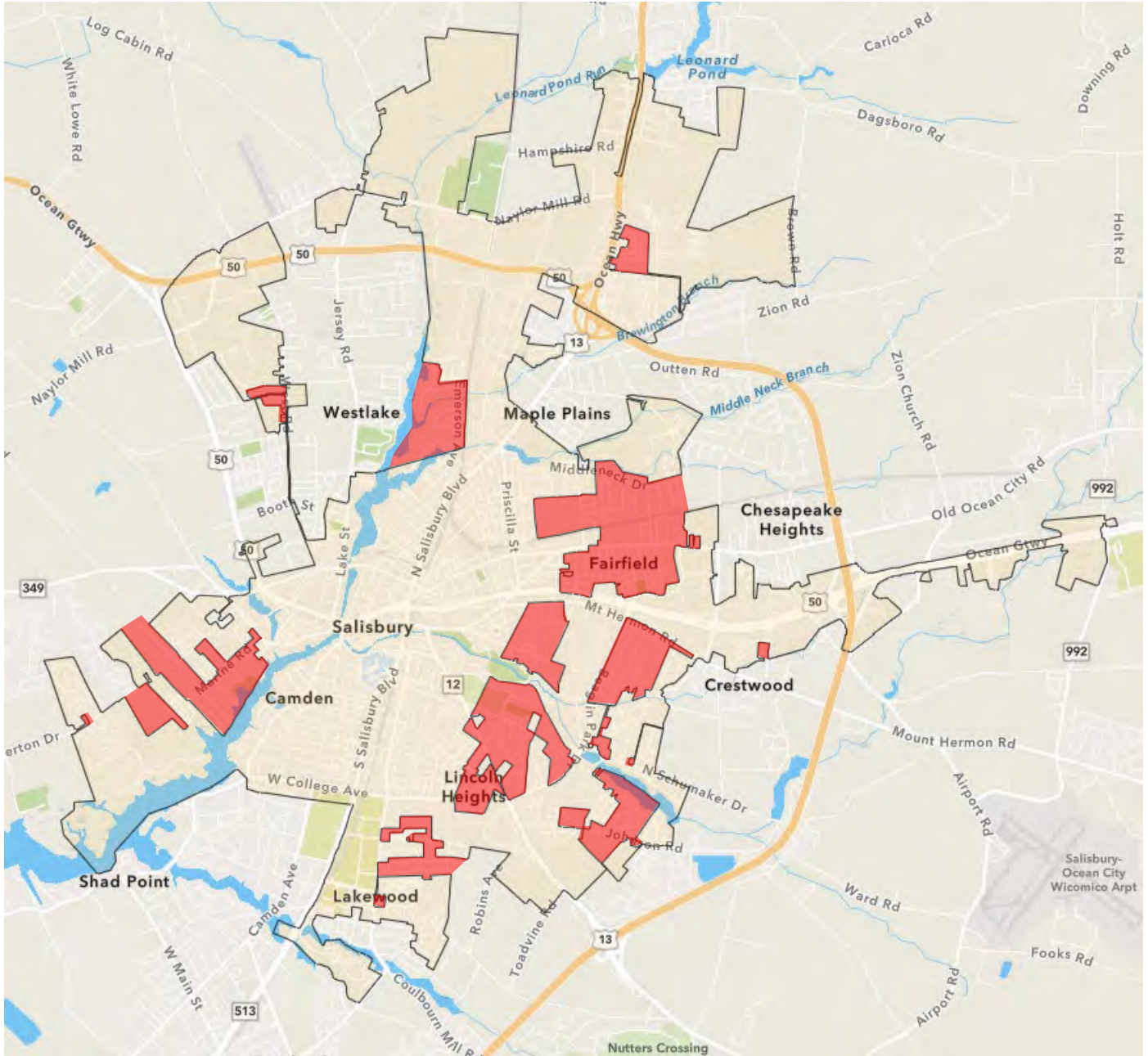
3. Properties that will be considered for utility extensions under the provision of “Existing improved properties with public health concerns” include:
 - a. Properties in a recorded subdivision including both improved parcels with public health concerns and vacant parcels in the subdivision, or
 - b. An individual property with public health concerns that includes multi-family residential, commercial or industrial units, or
 - c. An individual residential single family property with public health concerns that is not part of a recorded subdivision.
4. Utilities should not be extended to only one parcel with public health concerns in a recorded subdivision. Utilities should be extended to the entire subdivision unless there is a formal agreement to connect the remainder of the subdivision within a defined time frame. Piecemeal utility extension is not preferred and is discouraged. Properties within a recorded subdivision that have a public health concern cannot opt out of utility service when service is being provided to the entire subdivision.
5. Applications for utility extensions should be made in writing to the Department of Infrastructure and Development.
 - a. The application shall include a letter or written correspondence from the County Health Officer or designee stating the category and level of urgency for the public health concern.
 - b. The applicant shall be the entity that will extend the utilities, which will typically be the Wicomico County Urban Service Commission or its successor, a developer or the property owner(s).
 - c. Upon receipt of the completed application, the Department of Infrastructure and Development shall schedule a meeting with the applicant and the Department of Water Works within thirty (30) days to discuss the application, service area, status of planning elements, utility capacity, downstream infrastructure to be evaluated by the applicant, funding, and schedule.
 - d. Once the extent of the utility extension and downstream infrastructure improvements are determined, the Department of Infrastructure and Development shall prepare an Out of Town Service Agreement. The agreement shall be executed by the property owner, the applicant (if different from the property owner), and the Mayor, and shall be recorded among the Land Records of Wicomico County. The agreement must be executed prior to the City’s approval of the utility system design.
 - e. Per Salisbury Municipal Code section 13.02.060.A, properties shall be required to connect to both the public water and public sewer system when available.
6. Annexation, Pre-Annexation and Out of Town Service Areas
 - a. All properties seeking utility service with a documented public health concern shall execute an Out of Town Service Agreement. The Out of Town Service Agreement shall be in a substantially similar form to Exhibit B.
 - b. Exhibit A represents the City’s target annexation areas to infill the City Limits. The goal in these areas is to fill gaps within the corporate limits to eliminate holes in the overall City footprint. When properties with documented public health concerns in the areas shown on Exhibit A seek utility service, annexation is required if the property is contiguous to City Limits. The annexation agreements for properties with public health concerns will phase in property taxes over a period of a minimum of 10 years. The applicable annexation fees are defined in Section 7.d. below.

- c. The requirements for annexation and pre-annexation for all other properties shall be described in the Out of Town Service Agreement.
 - d. Properties in an Out of Town Service Areas may petition for annexation at any time if contiguous and otherwise eligible under the City's Annexation Policy.
 - e. New Urban Service Districts shall not be created. Properties located in existing Urban Service Districts shall remain in those districts in perpetuity until either:
 - i. The property owners petition for annexation, or
 - ii. The City requests annexation if the property owner has signed a pre-annexation agreement.
7. Utility Rates and Fees
- a. Quarterly utility bills will be issued based on the Out of Town rates adopted by the City Council in the annual Water and Sewer Rate Ordinance.
 - b. Comprehensive Connection Charges per Salisbury Municipal Code section 13.02.070 shall be assessed for all utility extensions. The connection charges include connection fees for each property which pays for a share of equity in existing system. The fees associated with Comprehensive Connection Charges are adopted by the City Council in the annual fee ordinance.
 - c. Utility extensions are eligible for Infrastructure Reimbursement per Salisbury Municipal Code section 13.02.070.C.
 - d. In the event that properties with public health concerns are annexed, the fees to cover the actual costs of the City Attorney to process the annexation application shall be assessed. However, when properties with public health concerns are annexed, the standard annexation fees for new development annexations shall not apply. The fees that will not apply include fees for re-investment in existing neighborhoods, development assessment fees, and contributions to area improvements.
 - e. Applicants can request consideration for payment plans for Comprehensive Connection Charges due to financial hardship. The terms of payment plans shall be defined in the Out of Town Service Agreement.
 - f. If utilities are being extended by the Wicomico County Urban Service Commission or its successor, full payment of Comprehensive Connection Charges are expected in advance of receiving utility service.
 - g. Any waiver requests for Comprehensive Connection Charges must be presented to the City Council for consideration.
8. Utility Extensions shall be funded by the applicant. The applicant will fund the design and construction of utility extensions and downstream improvements, and will obtain all necessary permits and approvals, including from the City. If the applicant is applying for funding, the City shall review the application and if approved, provide a willingness to serve letter.
9. In the event that the City applies for grant funding on behalf of an applicant, the Out of Town Service Agreement shall define the provisions associated with the terms of the funding. Out of Town utility extensions shall not place a financial burden on City taxpayers. The City will not typically apply for funding on behalf of an applicant and will consider this option only in extreme public health emergencies.
10. Per Salisbury Municipal Code section 13.02.060.D, any public water and sewer facilities shall be the property of the City and constructed within City-owned easements and rights-of-way in accordance

with City standards and specifications. The applicant shall prepare and submit executed deeds for utility easement and/or right-of-way to the City. Upon completion of construction and acceptance by the City, operation, maintenance and repair of the utilities shall be the responsibility of the City. The public utilities that were extended by developers, property owners or the Wicomico County Urban Service Commission or its successor, shall be dedicated to and turned over to the City for ownership once all outstanding loans or other financial obligations related to the utilities have been paid.

11. The Department of Infrastructure and Development will identify downstream or system wide infrastructure that the applicant shall evaluate for impacts. The applicant is responsible for retaining a professional engineer to evaluate impacts to existing infrastructure and to recommend upgrades. The recommendations shall be reviewed and approved by the Director of Infrastructure and Development.
 - a. Water distributions system extensions shall include looping whenever feasible to avoid creation of dead end lines. When dead end lines are created, the water use to flush the line will be metered and will be billed to the applicant.
 - b. Evaluation of existing downstream or system wide infrastructure is not required when the utilities are being extended to an individual single family residential property.
 - c. Downstream and system wide improvements must be designed and funded by the applicant.
 - d. Utilities shall be sized for future system growth at direction of the Department of Infrastructure and Development.
 - e. Improvements to roads, sidewalks, storm drains, and street lights are not required when utilities are extended due to public health concerns.
12. The applicant is responsible for preparing the applications and associated documentation for any and all Planning related requirements, including but not limited to:
 - a. Wicomico County Comprehensive Water and Sewer Plan
 - b. Priority Funding Area (PFA) designation
 - c. Smart Growth Coordinating Committee
 - d. Critical Area Commission
 - e. Comprehensive Plan update
13. The City shall review all planning and permit applications prepared by the applicant and when approved, sign as the utility service provider.
14. When properties are served by the Salisbury Wastewater Treatment Plant, the City shall account for the septic system eliminations in the Restoration Activity Schedule of the National Pollutant Discharge Elimination System (NPDES) Small Municipal Separate Storm Sewer Systems (MS4) General Discharge Permit. Salisbury will receive the impervious area restoration credit associated with the MDE approved Alternative BMP of Septic Connections to WWTP.

Salisbury Water and Sewer Extension Policy Exhibit A



Legend:



Areas partially or fully surrounded by
Salisbury City Limits

Salisbury Water and Sewer Extension Policy

Exhibit B

OUT OF TOWN SERVICE AGREEMENT

*for service connection to
City of Salisbury Water/Sewer Mains*

THIS OUT OF TOWN SERVICE AGREEMENT (hereinafter referred to as “Agreement”) made and executed this _____ day of _____, 20____, by and between the City of Salisbury, a municipal corporation of the State of Maryland (hereinafter referred to as “City”), _____, the property owner (hereinafter referred to as “Owner”), and when applicable, _____ the entity extending utility service (hereinafter referred to as “Applicant”):

WHEREAS, Owner has a documented public health concern on a tract of land (hereinafter referred to as “Property”) located at _____ (Address) _____ (Liber/Folio), located outside the City of Salisbury Corporate Limits, Wicomico County, State of Maryland, and has requested water and/or sewer utility service to the described Property utilizing City of Salisbury public utility mains.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties covenant and agree as follows:

- A. The Property is (check one):
- Within the areas defined on Exhibit A and is contiguous to the City Limits. Owner shall submit a petition for annexation within 30 days of the date of this Agreement.
 - Within the areas defined on Exhibit A and is not contiguous to the City Limits, or is not within the areas defined on Exhibit A. Owner shall submit a petition for annexation upon request by the City and subject to the following:
 1. City will allow the extension of municipal public utilities outside the City corporate limits to serve the Property before annexation, but conditioned upon the agreement that the Owner shall petition for annexation of the Property into the City upon request by the City.
 2. The City shall request a petition for annexation when the Property is contiguous to City Limits and when the City desires to annex and provide all services afforded to City residents, including but not limited to public safety, sanitation, streetlights, and sidewalks.
 3. The Owner shall submit a petition for annexation within thirty (30) days of receipt of an annexation request from the City.
- B. The Owner and the Applicant shall adhere to the “Salisbury Water and Sewer Extension Policy” adopted by Resolution No. ____ on _____ and shall be

responsible for all costs and fees associated with the extension and connection of utility services.

- C. The City has identified the utility extensions and downstream infrastructure improvements to provide service to the Property, as follows: _____
- D. The City shall phase in property taxes over a period of ten (10) years from the date of annexation since the annexation is a result of a documented public health concern.
- E. This Covenant and Agreement is, and shall be, binding upon the Owner, its successors, heirs, and assigns, and shall burden and run with the land. All future Owners shall be bound by this Covenant and Agreement. This Covenant and Agreement shall become null and void when the annexation of the Property into the City becomes effective.

WITNESS the hands and seals of the parties, the day and year set forth above.

ATTEST:

CITY OF SALISBURY

_____ (SEAL)

By: _____

ATTEST:

OWNER

_____ (SEAL)

ATTEST:

APPLICANT

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared _____, as _____ for the CITY OF SALISBURY, a municipal corporation of the State of Maryland, and on their behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared _____, Owner, and (they/he/she) acknowledged the foregoing to be (their/his/her) respective act and deed.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared _____, as _____ for the Applicant, and (they/he/she) acknowledged the foregoing to be (their/his/her) respective act and deed.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that the foregoing instrument was prepared under my supervision.

City Attorney



City of
Salisbury
John "Jack" R. Heath, Mayor

Date: 10/2/2023

To: Andy Kitzrow, City Administrator

From: Chris O'Barsky, Deputy Fire Chief

RE: SAFE Station- FY24 Budget Amendment

Attached you will find a FY24 Budget Amendment Ordinance and a Memorandum of Understanding (MOU) between the Wicomico County Health Department and the City of Salisbury Fire Department. The Wicomico County Health Department has received funding from Mid-Shore Behavioral Health for a Safe Station Program that provides 24-hour services to those seeking treatment and recovery resources. Safe Station is an innovative program that helps remove barriers to treatment for members of our community who are eager to recover from a substance use disorder. Persons seeking treatment for addiction can visit the Recovery Resource Center, day or night, to find assistance gaining access to care. Once they arrive at the Safe Station a peer from the COAT team will be contacted, as well as an EMS response. The goal of the Safe Station is to help people with linkage to treatment and recovery services by allowing them to practice self-determination.

The Fire Department has partnered with the Health Department and agreed to provide non-emergent medical checks to all individuals that enter the Safe Station and in return, the Department will invoice the Health Department quarterly for \$2500.00. The funds from this program will be used to purchase additional medical supplies and equipment.

If you should have any questions or comments, please do not hesitate to contact me.

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



Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Matthew McConaughey, MPH, Health Officer



MEMORANDUM OF UNDERSTANDING FISCAL YEAR 2024

WICOMICO COUNTY HEALTH DEPARTMENT (WiCHD) and
City of Salisbury (Fire Department)
325 Cypress St. Salisbury MD, 21801
410-548-3122
jheath@salisbury.md

I. BACKGROUND

The Wicomico County Health Department (WiCHD) received funding from Mid Shore Behavioral Health, Inc. for the Safe Station Program (F198) which will provide 24 hour services to those seeking treatment and recovery resources through utilization of the Wicomico County Safe Station, which will be located at the Recovery Resource Center.

II. AGREEMENT

The following agreement entered into this 29th day of Sept., 2023, by and between the Wicomico County Health Department (WiCHD) and the City of Salisbury regarding the provision of non-emergent medical response and evaluation, sets forth the following deliverables:

A. Contractor will complete the following:

1. Provide non-emergent medical well checks to patients/clients who enter the Safe Station.
2. Provide monthly reports on the number of individuals served at the Safe Station.
3. Invoice WiCHD for \$2,500.00 quarterly, addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD". Final invoice must be received no later than 7/15/2024.

B. WiCHD agrees to:

1. Call the non-emergent Emergency Services line at 410-548-4920 when non-emergent medical response is needed unless an acute emergency has been identified in which case 911 will be called.
2. Pay Contractor \$2,500.00 quarterly once deliverables are completed and invoice is received.

III. TERMINATION

This agreement will terminate on June 30, 2024 or by providing (30) days written notification by either party.

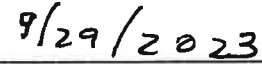
This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

IV. SIGNATURES

The parties acknowledge their agreement by their signatures below:



Name of authorized signer for Contractor
Jack Heath, Mayor, City of Salisbury



Date



Matthew McConaughey, MPH
Health Officer, Wicomico County Health Department



Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Wicomico County Health Department, a unit of the Maryland Department of Health (MDH) (herein referred to as “Covered Entity”) and City of Salisbury (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) dated _____, 2023 pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and the HIPAA Omnibus Final Rule of 2013 (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
 1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean City of Salisbury.

2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Wicomico County Health Department.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted by law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
 - 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
 - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - c. Is in substantially the same form as **Exhibit A** hereto.
- E. In addition to its obligations in Sections III.A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach. Approval of the letter must be in writing from the Privacy Officer for the Covered Entity or their designee. The letter shall include, to the extent possible:
 - 1. A brief description of the incident, including the date of the Breach and the date of the discovery of the Breach, if known;

2. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- F. In the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.
- G. In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.
- H. In the event of any Breach, regardless of which party is responsible, Business Associate will provide, within 30 days after the discovery of the Breach, a proposed Breach Notification Report to be submitted to HHS Office of Civil Rights (OCR), as required by 45 CFR § 164.408(a).
1. Business Associate and Covered Entity, through its Privacy Officer or their designee, shall cooperate and determine which party will be responsible for filing the Breach Notification Report with OCR and Business Associate shall obtain a written acknowledgment from Covered Entity that assigns this responsibility to either Covered Entity or Business Associate.
 2. If Business Associate is assigned the responsibility of filing the Breach Notification Report with OCR, Business Associate shall seek and receive written approval from Covered Entity of the Breach Notification Report prior to it being filed with OCR.
 3. Written approval from Covered Entity pursuant to this paragraph shall be from the MDH Privacy Officer of their designee.
- I. In the event of any Breach in which 500 or more individuals of any state or jurisdiction are affected, regardless of which party is responsible, the following provisions will apply, as required by 45 CFR §164.406(a):
1. Covered Entity, through its Privacy Officer or their designee, shall determine, in consultation with Business Associate, which party will be responsible for notifying the media, and shall inform Business Associate in writing as to its determination.
 2. If Business Associate is assigned the responsibility of notifying the media, Business Associate shall seek written approval from Covered Entity as to the content of any notification to be made to the media prior to any media outlet being notified of the breach and shall incorporate any language suggested by Covered Entity.

3. If assigned responsibility, Business Associate shall provide its proposed media notification to Covered Entity for review within thirty (30) days of the date of discovery of the breach.
 4. Written approval from Covered Entity pursuant to this paragraph shall be from the MDH Privacy Officer or their designee.
 5. If Covered Entity assigns the responsibility to itself, it will inform Business Associate in writing as to this determination, and will offer Business Associate the opportunity to review the notification before it is disseminated.
- J. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- K. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- L. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- M. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- N. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- O. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.
- P. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the contract, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by

Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. **CONSIDERATION**

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. **REMEDIES IN EVENT OF BREACH OF AGREEMENT**

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and

indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Agency. The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.
- D. No Private Cause of Action. This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.

E. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

*Deborah W. Smith
HIPAA Coordinator
Wicomico County
Health Department
108 East Main Street
Salisbury, MD 21801
Phone: (410) 543-6963
debbie.smith@maryland.gov*

and

*MDH Privacy Officer
Maryland Department of Health
Office of Internal Controls, Audit Compliance &
Information Security
201 W. Preston Street, 5th Floor
Baltimore, MD 21201-2301
Phone: (410) 767-5411
MDH.PRIVACYOFFICER@MARYLAND.GOV*

F. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Jack Heath

325 Cypress St, Salisbury MD 21801

(410) 548-3122

G. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

H. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

I. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

J. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

By: 

Name: Matthew McConaughy, MPH

Title: Health Officer

Date: 09/10/2023

BUSINESS ASSOCIATE:

By: 

Name: Jack Heath

Title: Mayor of Salisbury

Date: 9/29/2023

**FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(2) of the Business Associate Agreement between Wicomico County Health Department, a unit of the Maryland Department of Health (MDH), and City of Salisbury.

Business Associate hereby notifies MDH that there has been a breach of unsecured Protected Health Information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Incident Specific Questions:

1. Please provide a brief description of the incident, including what type of information was disclosed or accessed, who received the information and the manner in which it was accessed or disclosed. Also include the names and contact information for all individuals involved:

2. If you believe this incident was inadvertent, accidental or unintentional, please provide any information you have to support that determination:

3. Was the information viewed or actually retained by someone who should not have the information? If so, please explain:

4. What type of identifying information (e.g. names, SSN, medical record number etc.) was acquired, accessed or disclosed?

5. If available, please provide any information you have about the person or entity that received the information:

6. What steps, if any, have been taken to contain or mitigate the incident? Please provide as much descriptive information as possible:

Additional Incident Details:

Date incident occurred: _____ Date incident was discovered: _____

Estimate number of individuals affected by the breach: _____

Type of incident (e.g. loss, theft, improper disposal, unauthorized access, hacking):

Location of information breach (e.g. laptop, desktop, email, paper files etc.):

Type of information involved (e.g. demographic, financial, clinical):

Safeguards that were in place prior to the breach (e.g. firewalls, encryptions, locks, training):

Please provide any other information you have or believe may be helpful in investigating or resolving this incident. If you wish to include any attachments to this form, please describe the attachments here:

Name

Date

Signature

Please send this form by email to the MDH Privacy Officer - mdh.privacyofficer@maryland.gov

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WICOMICO COUNTY HEALTH DEPARTMENT AND APPROVING A BUDGET AMENDMENT OF THE FY2024 GENERAL FUND BUDGET TO APPROPRIATE FUNDS RECEIVED FROM THE WICOMICO COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF \$10,000.00.

WHEREAS, the Wicomico County Health Department (WiCHD) has received funding from the Mid-Shore Behavioral Health, Inc., for a Safe Station Program that provides twenty-four hour services to those seeking treatment and recovery resources through the utilization of the Wicomico County Safe Station, which will be located at the Recovery Resource Center; and

WHEREAS, Safe Station is an innovative program that helps remove barriers to treatment for members of our community who are eager to recover from a substance use disorder; and

WHEREAS, the goal of the Safe Station is to help people with linkage to treatment and recovery services by allowing them to practice self-determination; and

WHEREAS, the City of Salisbury Fire Department will provide non-emergent medical checks to all individuals that enter the Safe Station and, in exchange, WiCHD will pay the Salisbury Fire Department \$2,500 a quarter for a yearly total of \$10,000 for providing such services; and

WHEREAS, the City of Salisbury must enter into a Memorandum of Understanding with WiCHD defining the roles and responsibilities of the parties; and

WHEREAS, the \$10,000 received by the Fire Department under the Memorandum of Understanding with the WiCHD shall be used to purchase additional emergency medical supplies and equipment; and

WHEREAS, both the Fire Chief and the Mayor have recommended that the City enter into a Memorandum of Understanding with the WiCHD, accept the funds from WiCHD for providing services under the Agreement, and allocate the funds to the Fire Department's FY2024 Operating Budget; 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 Memorandum of Understanding 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. Acting Mayor John (Jack) Heath is hereby authorized to enter into a Memorandum of Understanding with WiCHD and to accept a total of \$10,000 from WiCHD for providing services under the Memorandum of Understanding.

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 General Fund WiCHD Reimbursements account (01000-427301-XXXXX) by \$10,000.00.

47 (b) Increase Fire Department Expenditure Medical account (24035-546016) by \$10,000.00.

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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.

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the _____ day of _____, 2023 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 _____, 2023.

ATTEST:

Kimberly R. Nichols, City Clerk

April Jackson, City Council President

Approved by me, this _____ day of _____, 2023.

John (Jack) Heath, Acting Mayor



City of
Salisbury
John "Jack" R. Heath, Mayor

TO: City Council
FROM: Andy Kitzrow
DEPT: Mayor's Office
DATE: 9/11/23
SUBJECT: Water & Sewer Extension Policy

The City is proposing to update the FY24 Fee Schedule and reduce Annexation Fees to the following:

Proposed Rates

- Up to one (1) acre - \$5,000
- Additional Acre (partial or full) - \$500 per

Current Rates

- Up to one (1) acre - \$9,091 (prorated for partial acreage)
- Additional Acre - \$9,091 (prorated for partial acreage)

ANNEXATION FEES: SURVEY OF OTHER JURISDICTIONS

Municipality	Annexation Fee
Aberdeen	Costs, but in no event less than \$1,000
Annapolis	\$4,000
Bel Air	<1 acre \$250 >1 acre or more \$500 + \$10.00/acre Plus hearing and advertising costs
Cambridge	\$5,000
Easton	\$15,000
Emmitsburg	Costs
Frederick	\$4,400 + \$10.00/acre
Hagerstown	Infill Residential Lot (1 or 2 units): \$150 Minor Residential Dev. (5 or less units): \$500 Major Res. Dev. (5 or more units): \$1,000+\$15/unit Nonresidential Dev.: \$1,000+\$50/acre Plus planning fees
Mt. Airy	\$5,000 deposit toward costs, difference refunded if not used, additional costs funded by petitioners
North East	Costs
Pocomoke	The greater of: 1) all costs incurred by the City (not to exceed \$50,000.00) or (2) \$1,000
Rockville	\$1,500 per lot for Single Family Residential Lots \$10,250 plus \$205/acre or part thereof, no limit for all others
Westminster	<5 acres \$2,500 >5 acres \$5,000 Plus reimbursement of legal fees

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ATTEST:

Kimberly R. Nichols, City Clerk

April Jackson, President
Salisbury City Council

APPROVED BY ME THIS ____ day of _____, 2023.

John R. Heath, Acting Mayor

FY 2024 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	Per Year, per square foot	Finance
Transient Merchants and Mobile Vendors		Per Code 5.32.070	ABCD
New application	100		
Renewal	50	Per year	
Hotel License	50	Per Code 5.68.060	ABCD
Fortune Telling License	100		ABCD
Door to Door Solicitors	100	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		

MPIA Request Fees (by All Departments)			
<u>First two hours processing request</u>	<u>Waived</u>		
<u>Work exceeding two hours, Departments will charge attorney hourly fee (if applicable) and hourly fee for department staff</u>	<u>*</u>	<u>Varies by Department</u>	

FY 2024 Fee Schedule

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

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	
Foreclosed Property Registration	1,000	One-time fee, Per Code 15.21.040
Re-inspection Fee	100	On each citation, Per Code 15.27.030

Appeal Procedure Fees (Enforced by HCDD)

<u>Title - 8 Health and Safety Code Appeal</u>	<u>200</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 12 Streets, Sidewalks and Public Places Code Appeal</u>	<u>200</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.22 Vacant Buildings Code Appeal</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.26 Rental Registration</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.27 Chronic Nuisance Property</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.24.280 Condemnation</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.24.325 Plan for Rehabilitation</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.24.350 Failure to Comply with Demolition Order</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.24.950 Occupancy</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title - 15.24.1640 Order to Reduce Occupancy</u>	<u>250</u>	<u>Per appeal, plus advertising costs if required</u>
<u>Title – 17 All requests for variances, special exceptions and other zoning appeals</u>	<u>150</u>	<u>Per appeal/application, plus advertising costs if required</u>
<u>All other appeals/applications to the Board of Appeals</u>	<u>150</u>	<u>Per appeal/application, plus advertising costs if required</u>

FY 2024 Fee Schedule

Residential Vacant Building Registration	\$200	Per year, Per Code 15.22.040														
Residential Vacant Building Annual Inspection Fee	\$100	Per year, after first fiscal year – Per Code 15.22.040														
Residential Vacant Building Annual Fee	Variable, see chart below															
<table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;">Number of Years Vacant</th> <th style="text-align: left;">Annual Fee</th> </tr> </thead> <tbody> <tr> <td>1 year</td> <td>200</td> </tr> <tr> <td>2 years:</td> <td>500</td> </tr> <tr> <td>3-4 years:</td> <td>750</td> </tr> <tr> <td>5-9 years:</td> <td>1,000</td> </tr> <tr> <td>10 years:</td> <td>1,500</td> </tr> <tr> <td>More than 10 years vacant:</td> <td>2,000, plus \$500 for every year the property remains vacant</td> </tr> </tbody> </table>			Number of Years Vacant	Annual Fee	1 year	200	2 years:	500	3-4 years:	750	5-9 years:	1,000	10 years:	1,500	More than 10 years vacant:	2,000, plus \$500 for every year the property remains vacant
Number of Years Vacant	Annual Fee															
1 year	200															
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3-4 years:	750															
5-9 years:	1,000															
10 years:	1,500															
More than 10 years vacant:	2,000, plus \$500 for every year the property remains vacant															
Nonresidential Vacant Building and Non-residential Vacant Lot Registration	\$500															
Nonresidential Vacant Building Annual Inspection Fee	\$150	Per year, after first fiscal year – Per Code 15.22.040														
Nonresidential Vacant Building Annual Fee	Variable, See Chart Below	Per year, Per Code 15.22.040														
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Assessed Value between	Annual Fee															
\$0 - \$500,000	\$500															
\$500,001- \$5,000,000	\$2,000															
\$5,000,001 and over	\$5,000															
Nonresidential Vacant Lot Annual Fee	\$0.10 per sqft, or \$500, whichever															

FY 2024 Fee Schedule

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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 w/o RR
Outdoor Rental Space – Large Private Function or Public Events		
Park Pavilion (with restrooms)	75	Per Day W RR
Rotary/Bandstand, Doverdale, Lake Street	100	Per Day W RR
Amphitheater <u>or Riverwalk Games Park</u>	160 175	Per day
Amphitheater Hourly Rental <u>or Riverwalk Games Park</u>	25	Per hour weekend (max 2-hour block), as is
Amphitheater Hourly Rental <u>or Riverwalk Games Park</u>	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 Per 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	25	Per hour
Maintenance Labor	25	Per hour
Security/Police/EMS/FIRE (per person)	60	Per hour. 3 hours minimum or \$180
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

FY 2024 Fee Schedule

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
Ceremonial Street Renaming		
Ceremonial Street Renaming – Materials & Labor Fee	250	

Waste Disposal Fees (by Field Operations)		
Trash Service	67.69	Per quarter, Per Code 8.16.090
Bulk Trash Pick up	30	For three items, additional amounts for specific items, Per Code 8.16.060
Trash Cans	80	Per can (plus \$4.80 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

WWTP Pretreatment Program Fees (by Water Works)		
Significant Industrial Users: (Per Code 13.12.110)		
IA discharges flow \geq 5% of WWTP flow	8,700	30 units
IB discharges flow \geq 50,000 gpd	7,250	25 units
IC categorical user which discharges	5,800	20 units
ID discharges flow \geq 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

Pretreatment fees are an annual fee, invoices are sent each January to cover the calendar year.

Towing Fees		
Maximum Towing and Storage Fees (vehicles up to 10,000 GVW)		
Disabled Vehicle Tow	100	

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Emergency Relocation Tow (up to 2 Miles)	80	Per Code 5.64.100
Impound Vehicle Tow	135	
Standby/Waiting Time - Billed in 15 minute increments only after 16 minute wait	75	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 – Impounds Only	50	
Snow Emergency Plan in Effect (in addition to other applicable towing fees)	50	
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	
\$500,001 to \$1,000,000	300	
\$1,000,001 and Up	375	
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 * Cost of Construction)
\$100,001 to \$500,000	1,300	Plus (\$10 for each \$1,000 over \$100,000)
\$500,001 to \$1,000,000	4,900	Plus (\$9 for each \$1,000 over \$500,000)
\$1,000,001 and Up	8,500	Plus (\$7 for each \$1,000 over \$1,000,000)
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	150
Board of Zoning Appeals	50	150 County Fee \$100, Per Code 17.12.110 Plus advertising costs
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	Per Code 15.20.050
Maryland Home Builders Fund	50	Per new SFD
Mechanical	50	Per Code 15.04.030
Occupancy Inspection	75	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	50	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

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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	
<u>Annexation Fees:</u>		
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	
<u>Annexation Fees:</u>		
For the first partial or one (1) acre	<u>5,000</u>	Plus Legal, planning, consulting and other related administrative fees
Additional partial or full acre(s)	<u>500</u>	Per acre (no proration)
Planning Commission		
Comprehensive Development Plan Review – Non-Residential	\$250	Plus \$10 per 1,000 sq. ft. Subsequent submittals, which generate additional comments, may be charged an additional \$250.
Comprehensive Development Plan Review – Residential	\$250	Plus \$10 per unit. Subsequent submittals, which generate additional comments, may be charged an additional \$250.
Certificate of Design/Site Plan Review	\$250	Plus \$10 unit/acre. Subsequent submittals, which generate additional comments, may be charged an additional \$250.
Paleochannel/Wellhead Protection Site Plan Review	\$100	
Rezoning	200 \$500	Plus \$15 per acre and advertising cost
Text Amendment	200 \$500	Plus advertising cost
Critical Area Program		Ordinance No. 2578
Certificate of Compliance (Per Code 12.20.110)		
Building Permits	75	Activities per code 12.20.110.F. are exempt
Subdivision	200	In addition to standard fee
Site Plans/Certificate of Design/Comprehensive Development Plan	100	In addition to standard fee
Resubdivision	100	In addition to standard fee
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	

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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	30	Per year per Equivalent Residential Unit
Stormwater Utility Credit Application (2306)		
Fee to apply for credit to Stormwater Utility	150	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
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	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.

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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)		
<u>Development plans may consist of but not limited to the following: Stormwater Management, Grading, Landscaping, Lighting, Site Layout, Traffic Control, and Utilities.</u>		
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.
Fee for review of development plans exempt from stormwater management under 13.28.040.B.3 of the code 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 Per Circuit Court Fee Schedule
For 10 pages or more	115.00 *	Per request Per Circuit Court Fee Schedule
Stormwater Management As-Built recording fee (Per County Court)		
Recording fee for Stormwater Management As-Built.	10.00 *	Per request Per Circuit Court Fee Schedule
Subdivision review fee (1536)		
Fee for Subdivision review	200.00	
Resubdivision review fee (1536)		
Fee for Resubdivision reviews	200.00	
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

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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>	1.05	Per foot per day
Electric 30-amp service	6.00	Per day
Electric 50-amp service	12.00	Per day
Slip Rental – Monthly		
<i>Fees based on size of vessel</i>		
October through April	4.75	Per foot + electric
May through September	6.50	Per foot + electric
Slip Rental – Annual*		
Boats up to and including 30 feet long	1,450	+ electric
Boats 31 feet and longer	56	Per foot + electric
Fuel	.50	Per gallon more than the cost per gallon purchase price by the City
Electric Service		
<i>Fees per meter</i>		
Electric 30-amp service	36	Per month
Electric 50-amp service	60	Per month

EMS Services			
	Resident	Non-Resident	
BLS Base Rate	950.00	1,050.00	
ALS1 Emergency Rate	1,100.00	1,200.00	
ALS2 Emergency Rate	1,300.00	1,400.00	
Mileage (per mile)	19.00	19.00	
Oxygen	Bundle	Bundle	
Spinal immobilization	Bundle	Bundle	
BLS On-scene Care	250.00	300.00	
ALS On –scene Care	550.00	650.00	

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

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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:		
¾ 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		
¾ 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		
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 and Setting Fee (Per Code 13.02.070)		
Water meter setting fee for installation of water meter when tap is done by a contractor. <u>Water meter fee is the cost of the meter.</u>		
Meter Setting Fees - In City:		
¾ Water Meter	125.400	Per Connection
1" Water Meter	125.525	Per Connection
1 ½" Water Meter T-10 Meter	150.785	Per Connection
2" Water Meter T-10 Meter	150.905	Per Connection
Larger than 2" Water Meter – Tru Flo	1,000 2,030	Per Connection
Meter Setting Fees - Out of City		
¾ Water Meter	175.495	Per Connection
1" Water Meter	175.655	Per Connection
1 ½" Water Meter T-10 Meter	200.980	Per Connection
2" Water Meter T-10 Meter	200 1,130	Per Connection

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Larger than 2" Water Meter - Tru Flo	1,250 2,535	Per Connection
Meter Fees		
<u>3/4 Water Meter</u>	<u>400</u>	
<u>1" Water Meter</u>	<u>500</u>	
<u>1 1/2" Water Meter</u>	<u>*</u>	<u>Determined by current market price of the meter</u>
<u>2" Water Meter</u>	<u>1,200</u>	
<u>Larger than 2"</u>	<u>*</u>	<u>Determined by current market price of the meter</u>

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	

Parking Permits and Fees

	UOM	1-Jul-23 Rate	1-Jul-23 Non-Profit Rate
Parking Permits (Per Code 10.04.010)			
Lot #1 - lower lot by library	Monthly	50.00 55.00	40.00 41.25
Lot #4 - behind City Center	Monthly	50.00 55.00	40.00 41.25
Lot #5 - Market St. & Rt. 13	Monthly	45.00 50.00	36.25 37.50
Lot #7 & 13 - off Garrettson Pl.	Monthly	20.00 25.00	17.50 18.75
Lot #9 - behind GOB	Monthly	50.00 55.00	40.00 41.25
Lot #10 - near State bldg/SAO	Monthly	50.00 55.00	40.00 41.25

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Lot #11 - behind library	Monthly	45.00 50.00	36.25 37.50
Lot #12 - beside Market St. Inn	Monthly	45.00 50.00	36.25 37.50
Lot #15 - across from Feldman's NAI Coastal	Monthly	50.00 55.00	40.00 41.25
Lot #16 - by Avery Hall	Monthly	50.00 55.00	40.00 41.25
Lot #20 - Daily Times	Monthly	50.00 55.00	40.00 41.25
Lot #30 - by drawbridge	Monthly	25.00 30.00	21.25 22.50
Lot #33 - east of Brew River	Monthly	25.00 30.00	21.25 22.50
Lot #35 - west of Brew River	Monthly	25.00 30.00	21.25 22.50
Lot SPS - St. Peters St.	Monthly	50.00 55.00	40.00 41.25
E. Church St.	Monthly	50.00 55.00	40.00 41.25
W. Church St.	Monthly	50.00 55.00	40.00 41.25
Parking Garage	Monthly	60.00 70.00	50.00 52.50
<u>Student Housing Bulk Permits (30 or more)</u>		<u>35.00</u>	<u>26.25</u>
Transient Parking Options			
Parking Lot #1 (first 2 hrs of parking are FREE)	Hourly	2.00	
Parking Garage	Hourly	2.00	
Parking Meters	Hourly	2.00	
Pay Stations			
For hours 1-2	Hourly	2.00	
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		
<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.		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)
<u>Expedited Fees</u> – If the requesting party wants the plan review and inspection to be expedited, to be done within three business days		20% of the basic fee; \$500 minimum (This is in addition to the basic fee)
<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
Site/Development Plan Review Fee		
<u>The review of site plans for all new commercial and industrial projects or new commercial, residential, or industrial developments. To ensure compliance with the Fire Prevention Code.</u>	\$100	Per submittal
Fire Protection 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

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<ul style="list-style-type: none"> Fire Alarm Counter Permit 	\$75	For additions and alterations to existing systems involving 4 or less notification/initiating devices.
<u>Sprinkler, Water Spray and Combined Sprinkler & Standpipe Systems</u> – Includes review of shop drawings, system inspection and witnessing of one hydrostatic test, and one final acceptance test per floor or system.		
<ul style="list-style-type: none"> NFPA 13 & 13R 	\$1.50	Per sprinkler head; 150 minimum
<ul style="list-style-type: none"> NFPA 13D 	100	Per Dwelling
<ul style="list-style-type: none"> Sprinkler Counter Permit 	\$75	For additions and alterations to existing systems involving less than 20 heads.
<u>Standpipe Systems</u> – 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
<u>Fire Pumps & Water Storage Tanks</u> – 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.		
<ul style="list-style-type: none"> Fire Pumps 	\$50	Per gpm or rated pump capacity; \$125 minimum
<ul style="list-style-type: none"> Fire Protection Water Tank 	\$75	Per tank
<u>Gaseous and Chemical Extinguishing Systems</u> – 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
<ul style="list-style-type: none"> Gaseous and Chemical Extinguishing System Counter Permit 	\$75	To relocate system discharge heads
<u>Foam Systems</u> – 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 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.	\$75	Per nozzle or local applicator; plus \$1.50/ sprinkler head for combined sprinkler/foam system; \$100 minimum
<u>Smoke Control Systems</u> – 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	\$100	Per 30,000 cubic feet of volume or portion thereof of protected or controlled space; \$200 minimum

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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.		
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
Permit Reinspection and Retest Fees		
• 1 st Reinspection and Retest Fees	\$100	\$75
• 2 nd Reinspection and Retest Fees	\$250	\$150
• 3 rd and Subsequent Reinspection and Retest Fees	\$500	\$200
Fire Pump or Hydrant Flow Test – to perform any hydrant or fire pump flow test utilizing City water.		
In-City Fee	\$125	
Out-of-City Fee	\$160	
Fire Service Water Mains and their Appurtenances – <u>The fee includes the plan review and witnessing one hydrostatic test and one flush of private fire service mains and their appurtenance installed in accordance with NFPA 24: Standard for the Installation of Private Fire Service Mains and Their Appurtenances</u>	\$100	per 100 linear feet or portion thereof; plus \$50 per hydrant; \$150 minimum
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):		
• Class A (>1000 persons)	\$300	
• Class B (301 – 1000 persons)	\$200	
• Class C (51 – 300 persons)	\$100	
• Fairgrounds (<= 9 buildings)	\$200	
• Fairgrounds (>= 10 buildings)	\$400	
• Recalculation of Occupant Load	\$75	
• Replacement or duplicate Certificate	\$25	
Education Occupancies:		
• Elementary School (includes kindergarten and Pre-K)	\$100	
• Middle, Junior, and Senior High Schools	\$150	
• Family and Group Day-Care Homes	\$75	
• Nursery or Day-Care Centers	\$100	
Health Care Occupancies:		
• Ambulatory Health Care Centers	\$150	Per 3,000 sq.ft. or portion thereof
• Hospitals, Nursing Homes, Limited-Care Facilities, Domiciliary Care Homes	\$100	Per building; plus \$2.00/patient bed
• Detention and Correctional Occupancies	\$100	Per building; plus \$2.00/bed
Residential:		
• Hotels and Motels	\$75	Per building; plus \$2.00/guest room
• Dormitories	\$2	Per bed; \$75 minimum

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• Apartments	\$2	Per apartment; \$75 minimum
• 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
Fire Safety 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 Fireworks 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		
1st Page – Operational Fire Report	\$20 \$25	To provide hard or electronic copies of fire reports
• Each Additional Page	\$5	
Third Party Fire Protection Report Processing Fee	\$25	Per submittal – Collected by the third-party data collection agency/company



City of
Salisbury
John "Jack" R. Heath, Mayor

To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: October 16, 2023
Subject: Lot 16 & Lot 3 – Amended and Restatement Land Disposition Agreement

Attached for Council review and discussion, please find the following:

Amended and Restated Land Disposition Agreement – Lot 16 and Lot 3

- Background:
 - RFP 15-17 Disposition and Development of Parking Lot 16 and Salisbury Green (Lot 3)
 - RFP issued: 7/24/17
 - Proposals received: 2
 - On June 25, 2018, City Council approved Resolutions 2848 and 2849 which contained the LDAs with Davis Simpson Holdings, LLC (Lot 16) and R. Miller Properties, LLC (Lot 3)
 - On March 23, 2020, City Council approved Resolution 3026 which contained the contract of sale of the Salisbury Green (Lot 3) from R. Miller Properties, LLC to Davis Simpson Holdings, LLC and to consolidate Lot 3 and Lot 16 into one development parcel

cc Andy Kitzrow

AMENDED AND RESTATED LAND DISPOSITION AGREEMENT

THIS AMENDED AND RESTATED LAND DISPOSITION AGREEMENT (“**Agreement**”) is entered into this ____ day of October, 2023, being the date that such is fully executed by all parties and fully and finally approved and adopted by the City Council for the City of Salisbury, Maryland (the “**Effective Date**”) by and between the *City of Salisbury*, a municipal corporation of the State of Maryland (the “**City**”), and *Davis Strategic Development, LLC*, a Maryland limited liability company validly registered to do business in the State of Maryland (“**Developer**”) (the City and Developer are hereinafter referred to collectively as the “**Parties**”). **WITNESSETH:**

RECITALS

WHEREAS, on June 26, 2018, the City entered into a Disposition Contract (“**Original Lot 16 Contract**”) with Davis Simpson Holdings, LLC (“**Davis Simpson Holdings**”), pursuant to which the City agreed to sell to Davis Simpson Holdings, and Davis Simpson Holdings agreed to purchase from the City, in accordance with the terms and conditions set forth therein, all that certain lot or parcel of Land situate in, lying and being in the City of Salisbury, in the Parsons Election District, Wicomico County, Maryland, on the southerly side of and binding upon East Market Street and on the northerly side of the Riverwalk sidewalk retained by the City of Salisbury, said southerly side of said Riverwalk binding upon the East Prong of the Wicomico River and shown as Lot 2A on a Plat entitled “**Lands of City of Salisbury**” prepared by Becker Morgan Group, dated March 6, 2019 (Project No.: 2015030.01) and recorded among the Land Records of Wicomico County, Maryland in Plat Cabinet No. 17, folio 185, being a part of the same property conveyed to the City of Salisbury from Larmar Corporation by Deed dated March 3, 1978 and recorded among the Land Records of Wicomico County, Maryland in Liber A.J.S. 894, folio 52, and further being a part of the property distinguished as Lot 2 on a Plat entitled “**Resubdivision Lands of the City of Salisbury**”, prepared by Leslie S. Sherrill dated June 23, 2017 and recorded among the aforesaid Land Records in Plat Cabinet M.S.B. 17, folio 107 (said property being hereinafter referred to as “**Lot 16**”);

WHEREAS, the City and Davis Simpson Holdings executed multiple amendments to the Original Lot 16 Contract, including that certain Third Amendment to Lot 16 Contract (the “**Third Amendment to Lot 16 Contract**”), dated June 11, 2019, which assigned any and all of Davis Simpson Holdings’ right, title and interest in and to the Original Lot 16 Contract, as amended, unto BKR Holdings, LLC (n/k/a Davis Strategic Development, LLC, Developer herein (Original Lot 16 Contract and Amendments First through Fourth thereof are hereinafter referred to as “**Lot 16 Disposition Contract**”;

WHEREAS, Initial Settlement (as defined in the Lot 16 Disposition Contract) on the City’s conveyance of Lot 16 occurred on June 17, 2019;

WHEREAS, the City entered into a Disposition Contract (the “**Lot 3 Disposition Contract**”), dated August 7, 2018, with R. Miller Properties, LLC (“**RMP**”), pursuant to which the City agreed to sell unto RMP, and RMP agreed to purchase from the City, in accordance with the terms and conditions set forth therein, all that certain lot or parcel of land containing 14.027.41 square feet, more or less, being situate and lying on the southerly side of East Market Street and binding upon the northerly side of the East Prong of the Wicomico River in the City of Salisbury, Wicomico County, Maryland, and more particularly shown as “**Lot 3 M.107 P. 901**” on that certain plat entitled “**RESUBDIVISION LANDS OF CITY OF SALISBURY, MD MAP 107, PARCELS 884. 901, 902 & 904 (KNOWN AS “SALISBURY GREENS” AND “PARKING LOT 16”)**”, prepared by the City of Salisbury Department of Public Works, said plat being recorded in Liber M.S.B. No. 17, folio 107 being all that same parcel of real property having a premises address of 200 East Market Street, Salisbury, Maryland 21801 and further being all that same real property identified in the Maryland Department of Assessment and Taxation Records as Map 0 107, Parcel 0901 (Maryland Tax ID # 05-057825) (said real property is hereinafter referred to as “**Lot 3**”);

WHEREAS, by Deed dated November 29, 2018 and recorded among the Land Records of Wicomico County, Maryland in Liber 4409, Folio 109, the City conveyed unto RMP all that real property described herein as Lot 3 subject to the terms and conditions set forth in the Lot 3 Disposition Contract;

WHEREAS, Developer and RMP entered into a Commercial Sales Contract (the “**Lot 3 Contract of Sale**”), dated September 23, 2019, pursuant to which RMP agreed to sell unto Developer, and Developer agreed to purchase from RMP, all that certain real property defined herein as Lot 3, subject to the terms and conditions set forth in the Lot 3 Contract of Sale;

WHEREAS, Developer, as owner of both Lot 16 Disposition Contract and Lot 3, subject to the Lot 3 Disposition Contract, on or about October 22, 2019, submitted a “Request for Amendment to Disposition Contracts for Lots 3 & Lots 16” (the “**Request**”) to the City whereby Developer requested the City's consent to certain modifications of the Lot 16 Disposition Contract and the Lot 3 Disposition Contract, and suggested terms for Developer’s development of the combined Lot 3 and Lot 16 properties (hereinafter referred to as the “**Consolidated Lot**”);

WHEREAS, as a protection to the City, both the Lot 16 Disposition Contract and the Lot 3 Disposition Contract (“**Consolidated Disposition Contracts**”) contained a provision that the conveyance of those parcel of land from the City to Developer contain a right of reversion to the City in the event that Developer does not comply with the terms of the Consolidated Disposition Contracts;

WHEREAS, the City has learned over time with respect to other projects of a similar nature as well as the development proposed under the Consolidated Disposition Contracts that the inclusion of the reverter clause in the deeds of conveyance with respect to the Consolidated Lot results in a developer’s inability to secure financing to develop the property in accordance with the controlling disposition contracts;

WHEREAS, the Parties desire to restructure their agreements to allow for both the City to retain protections to ensure the Consolidated Lot is developed in accordance with the City’s requirements and allows the Developer the ability to secure financing to develop the Consolidated Lot in accordance with the City’s requirements; and

WHEREAS, to accomplish the goal as set forth above the Parties desire to enter into this Amended and Restated Land Disposition Contract, amending in their entirety both the Lot 16 Disposition Contract and the Lot 3 Disposition Contract.

NOW, THEREFORE, for and in consideration of the premises and mutual obligations of the Parties hereto, the foregoing Recitals, which are deemed a substantive part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the City and Developer, for each of themselves, their respective successors and/or assigns, hereby represent, covenant, warrant and agree as follows:

ARTICLE I

GENERAL TERMS FOR CONVEYANCE OF LOT 16 AND LOT 3

1.1 Confirmatory Deed. In consideration of Developer’s covenants and promises made herein simultaneously with the execution of this Agreement by the Parties, the City shall deliver to Developer a Confirmatory Special Warranty Deed, duly executed and acknowledged by the City, conveying good

and merchantable fee simple title to Lot 16 without any right of reverter to the City unto Developer and a Quit Claim Deed with respect to Lot 3 wherein the City waives and releases any and all right title and interest in and to Lot 3, including its right of revision.

- 1.2 Building Permit.** The City shall cooperate with Developer in obtaining any and all approvals and/or permits necessary for Developer's development and construction of the Consolidated Lot ("**Consolidated Lot Project**"), as more particularly shown on the plans entitled Plans for Development of Lot 16 and The Green ("Lot 16 and The Green Plan"), which are attached as **Exhibit A**, and as otherwise required by the terms and conditions of this Agreement. Subject to the terms and conditions set forth in Sections 3.4, 3.5, 3.6, and 3.7 hereof and all applicable state and local laws, rules and/or regulations, Developer, at any time after the Effective Date, may apply for any permit(s) required for Developer's development and construction of the Consolidated Lot Project contemplated by this Agreement. Nothing in this section shall require the City to waive any requirements, rules, regulations, or laws governing obtaining any such approvals for permits.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

- 2.1 Developer's Representations.** As of the Effective Date and continuing through the issuance of a Certificate of Occupancy for the Consolidated Lot Project, Developer represents and warrants to the City as follows:

- 2.1.1** (i) Developer has not applied for, consented to, acquiesced to, nor is subject to, the appointment of a receiver, trustee, custodian, liquidator or other similar official for itself or for all or substantially all of Developer's assets; (ii) Developer is not subject to any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar proceeding, and Developer has not admitted, in writing, to any inability to pay its debts as they become due; (iii) Developer has not made any assignment for the benefit of creditors; (iv) Developer has not filed a petition or an answer seeking, consenting to or acquiescing in a reorganization or an arrangement with creditors, or sought to take advantage of any bankruptcy law, insolvency law or other law for the benefit of debtors; and (v) Developer has not filed an answer admitting the material obligations of a petition filed against it in any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar proceeding.
- 2.1.2** (i) Developer is duly formed, validly existing and in good standing, under the laws of its respective state of formation and, if not an entity formed under the laws of the State of Maryland, Developer is duly and validly registered, and in good standing, to do business as a foreign entity in the State of Maryland, (ii) Developer has all necessary power(s) and authority(ies) to execute and deliver this Agreement and to execute and deliver any and all related documents contemplated hereunder to be executed by Developer in connection with the performance of its obligations hereunder and any and all such related documents.
- 2.1.3** This Agreement, and any and all related documents contemplated hereunder to be executed by Developer (i) have been duly authorized by all requisite partnership, corporate or other action on the part of Developer, and (ii) are the valid and legally binding obligation of Developer, enforceable in accordance with their respective terms and conditions. Neither the execution and delivery of this Agreement or any related document(s) to be executed by Developer as contemplated hereunder, nor the performance of the obligations of Developer hereunder or thereunder, will result in the violation of any law or provision of the partnership agreement, articles of organization, articles of incorporation, by-laws, operating agreement or other

organizational document of Developer, nor will this Agreement or any related document(s) conflict with any order or decree of any court or governmental instrumentality by which Developer is bound.

Developer hereby covenants that it will complete the development and construction of the Consolidated Lot Project as shown on the Lot 16 and The Green Plan (*see Exhibit A*) and in accordance with all terms and conditions of this Agreement, except for any modification(s) thereto as may be required for any approval(s) and/or permit(s) required for the development and/or construction of the Consolidated Lot Project. Subject to all applicable federal, state and/or local law(s), rule(s) and/or regulation(s), there shall be no additional restrictions on Developer's use of the Consolidated Lot except for the terms and conditions set forth in this Agreement and all conditions (if any) imposed by any federal, state or local permitting authority having jurisdiction over Developer's development of the Consolidated Lot as contemplated hereunder.

2.2 City's Representations. As of the Effective Date, the City represents and warrants to Developer as follows:

- 2.2.1 All bills and claims, incurred by the City, for labor performed and materials furnished to or for the Lot 16, as the case may be, for all periods prior to the date hereof have been paid in full prior to or on the date hereof. There shall be no mechanics' liens or materialmen's liens (whether or not perfected) on or affecting Lot 16. Notwithstanding any term to the contrary set forth herein, for purposes of this Agreement, Developer shall pay any and all costs or fees relating or arising from any labor performed, services provided and/or materials furnished for or in connection with Developer's acquisition of the Lot 16, and/or the development of the Lot 16 and The Green Project.
- 2.2.2 To the City's actual knowledge, no party has ever mined on or under Lot 16, and no party has the right to do so.
- 2.2.3 To City's actual knowledge, with respect to Lot 16: (i) there are no violations or potential violation of any zoning, building, health, environmental or other laws, codes, ordinances, regulations, orders or requirements of any State or local governmental authority having jurisdiction thereof; and, (ii) except for all publicly recorded restriction(s) encumbering Lot 16, there are no private restrictive covenants affecting Lot 16.
- 2.2.4 To the City's actual knowledge: (i) there are no pending or threatened condemnation actions or any other matter(s) of litigation, proceeding(s) or action(s) involving Lot 16 or of any portion(s) thereof; and, (ii) there are no existing, proposed or contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Lot 16.
- 2.2.5 To the City's actual knowledge and except as on record in the Land Records for Wicomico County: (i) there are no leases, management, maintenance, service or other contracts with respect to the Lot 16; and, (ii) there are no pending contracts of sale, options to purchase or rights of first refusal (or the like) with respect to Lot 16.
- 2.2.6 The City has duly and validly authorized, executed and delivered this Agreement, and neither the execution and delivery of this Agreement nor the City's performance of its obligations hereunder are restricted by or violate any legal, contractual or other obligation of the City.
- 2.2.7 Except as expressly set forth in this Agreement, except for the Parking Lot Agreement executed simultaneously herewith, as of the date hereof, there shall be: (i) no contract(s) affecting Lot 16 or any portion(s) thereof; (ii) no contract(s) or agreement(s) for the management of Lot 16 or any portion(s) thereof.

2.2.8 There are no assessments for public improvements against Lot 16 which remain unpaid, including, without limitation, any assessment(s) attributable to the construction of sewer or water lines or mains, public streets, sidewalks and /or curbs.

ARTICLE III

DEVELOPMENT OF CONSOLIDATED LOT

- 3.1 **Delivery of the Deeds.** Within thirty (30) days of execution of this Agreement, the City shall deliver or cause to be delivered to Developer the deeds as set forth in Section 1.1 hereof, which shall be subject to any and all publicly recorded easements for public utilities and any other publicly recorded easements, agreements, covenants and/or restrictions encumbering the Lot 16 and Lot 3 or any portion(s) thereof. Subject to all applicable terms and conditions contained in this Agreement, upon the City's delivery of the executed deeds to Developer, Developer, at its sole cost and expense, shall record the deeds in the Land Records for Wicomico County, Maryland.
- 3.2 **Pro-rations/Recordation Taxes.** All public or governmental charges or assessments against the Lot 16 which are or may be payable on an annual basis, including all assessments, liens or encumbrances for sewer, water, drainage or other public improvements shall be adjusted and apportioned between the Parties as of the Effective Date and shall be assumed and paid thereafter by Developer, regardless of whether any such assessments have been levied as of the Effective Date. In addition, the costs of any and all state and local recordation and transfer taxes arising from the City's conveyance of the Lot 16 to Developer shall be paid by Developer at Closing.
- 3.3 **Consolidated Lot 16 and 3 Plat.** Within One Hundred Eighty business (180) days following the Effective Date, Developer shall submit the Consolidated Lot 16 and Lot 3 Plat attached as **Exhibit B** (or in substantially the same form as **Exhibit B**) to the City of Salisbury Department of Infrastructure and Development ("City DID") for review and acceptance by the City. Any and all costs, fees and/or taxes arising from, relating to or in connection with the preparation, modification, submission and/or approval(s) of the Consolidated Lot 16 and Lot 3 Plat shall be paid by Developer at its sole cost and expense. Upon the Planning Commission's approval of the Consolidated Lot 16 and Lot 3 Plat, the City shall have the approved Consolidated Lot 16 and Lot 3 Plat recorded in the Land Records for Wicomico County, Maryland and all costs and/or fees associated with the recordation of the approved Consolidated Lot 16 and Lot 3 Plat shall be paid by Developer at its sole cost and expense.
- 3.4 **Site Plan Approval.**
- 3.4.1. By its execution of this Agreement, Developer hereby expressly acknowledges and agrees that, no later than (365) business days from the Effective Date, Developer shall submit a final site plan for the Consolidated Lot Project (the "**Final Site Plan**") to City DID for its review and acceptance thereof, which said Final Site Plan shall provide for the development and construction of the Consolidated Lot Project as contemplated by the Lot 16 and The Green Plan and in accordance with all terms and conditions set forth herein, subject to all applicable state and local law(s), rule(s) and/or regulations(s) governing final site plans for property development. Upon City DID's acceptance of the Final Site Plan, City DID shall have the Final Site Plan promptly scheduled for consideration and approval by the Planning Commission.
- 3.4.2 In the event Developer shall fail or refuse, for any reason(s) whatsoever (or no reason), to submit the Final Site Plan for the Consolidated Lot Project to DID within (365) business days of the Effective Date, the City, at its sole discretion, may assess the Delayed Performance Penalties (as defined below) in accordance with the terms and conditions contained in Section 3.7.

3.5 **Building Permit.**

- 3.5.1** By its execution of this Agreement, Developer hereby expressly acknowledges and agrees that, no later than (545) business days from the Effective Date, Developer shall obtain, or shall have obtained, from the City all building permits necessary for construction of the Consolidated Lot Project (each a “**Building Permit**”, and collectively (the “**Building Permits**”). All Building Permits requested by Developer in connection with the Consolidated Lot Project hereunder shall: (i) comply with all applicable federal, state and local law(s), rule(s) and regulation(s) governing the construction of the improvements which are the subject of such Building Permit; and (ii) shall be subject to review and approval by City DID in accordance with its policies and procedures governing the issuance of building permits.
- 3.5.2** In the event Developer fails, to obtain all Building Permits for construction of the Consolidated Lot Project within (545) business days of the Effective Date, due to delay(s) outside the control of Developer and which otherwise do not arise from, or relate to, any breach by Developer of its obligations hereunder, the (545) day period set forth in Section 3.4.1 shall be extended by one (1) day for each and every day of such delay and until such time as the Building Permits are issued by City DID to Developer. Any extension provided Developer under this Section 3.5.2 shall be subject to the prior written approval of the City which shall not be unreasonably withheld. If Developer’s failure to obtain all Building Permits for construction of the Consolidated Lot Project within 545 business days of the Effective Date is due, in any part, to Developer’s failure to act diligently and promptly in obtaining said Building Permits, then the City shall be able to collect Delayed Performance Penalties as specified below.
- 3.5.3** In the event the Building Permits for construction of the Consolidated Lot Project are not issued by City DID to Developer within Eighteen (18) months from the date Developer submits its request for the issuance of the Building Permits to City DID, provided such delay(s) does not arise from, or relate to, any breach by Developer of its obligations hereunder, including, but not limited to, Developer’s obligation to comply with all applicable federal, state and/or local law(s), rule(s) and/or regulation(s) governing the Building Permits for the construction of the Consolidated Lot Project, the Five Hundred Forty Five (545) day period set forth in Section 3.4.1 shall be extended by One (1) day for each and every day of such delay and until such time as the Building Permits are issued by City DID to Developer. Any extension provided Developer under this Section 3.5.3 shall be subject to the prior written approval of the City which shall not be unreasonably withheld.

3.6 **Certificate of Occupancy Completion.**

- 3.6.1** Developer expressly acknowledges and agrees that Developer shall (i) substantially complete the Consolidated Lot Project in accordance with all terms and conditions of this Agreement, and as shown on the Lot 16 and The Green Plan (*see Exhibit A*) and the Final Site Plan approved by the Planning Commission, such that Developer shall have secured a Certificate of Occupancy from the City for the Consolidated Lot Project within (36) months from the Effective Date (the “**C-O Deadline**”). Subject to all applicable federal, state and local law(s), rule(s) and regulation(s) and Developer’s performance of all its obligations in accordance with all terms and conditions of this Agreement, the issuance of a Certificate of Occupancy for the Consolidated Lot Project shall not be unreasonably withheld by the City. (For purposes of this Agreement the term “**Certificate of Occupancy**” shall mean when the structures as contemplated by the Lot 16 and The Green Plan are structurally complete to the point that the building inspector for the City would ordinarily issue an occupancy permit for the referenced building size described herein.)

3.6.2 Notwithstanding any term to the contrary set forth herein, in the event Developer has not secured a Certificate of Occupancy from the City for the Consolidated Lot Project on or before the C-O Deadline, Developer may, without incurring liability for the Delayed Performance Penalties set forth in Section 3.7, extend the C-O Deadline and the performance of Developer's obligations under Section 3.6.1, by up to Six (6) months (said extended time period is hereinafter referred to as the "**Extended C-O Deadline**"); provided, however, the right to extend the C-O Deadline granted to Developer under this Section 3.6.2 may be exercised by Developer only once and, if exercised by Developer, such Extended C-O Deadline shall apply to Developer's completion of the development and construction of all, and not less than all, of the improvements constituting the Consolidate Lot Project as approved by the City for issuance of the Building Permits.

3.7 **Delayed Performance Penalties.** Except as expressly set forth in Section 3.6.2, in the event Developer fails perform its obligations under each of Section 3.4, Section 3.5 and 3.6, respectively, the City, at its sole discretion, may assess financial penalties (each a "**Delayed Performance Penalty**", collectively the "**Delayed Performance Penalties**") against Developer. A Delayed Performance Penalty may be assessed by the City against Developer beginning Ten (10) calendar days from the date of written notice from the City to Developer specifying the obligation(s) Developer failed to performed in accordance with the terms and conditions contained in Section 3.4, Section 3.5 and/or Section 3.6 (said written notice from the City to Developer is hereinafter referred to as a "**Notice of Penalty**"). If Developer fails to cure the default(s) specified in the Notice of Penalty within Ten (10) days from the date of delivery thereof to Developer, the City may, in its sole discretion, assess a Delayed Performance Penalty against Developer in an amount which does not exceed Three Thousand Dollars and 00/100 (\$3,000.00) for each and every month Developer remains in default of its obligation(s) under Section 3.4.1, Section 3.5.1 and/or Section 3.6.1, as the case may be. Notwithstanding any term to the contrary set forth herein, the maximum aggregate amount of the Delayed Performance Penalties the City may assess against Developer under this Section 3.7 shall not exceed Three Hundred Thousand Dollars and 00/100 (\$300,000.00).

3.8 **Merger.** Parties expressly acknowledge and agree that none of the provisions of this Agreement shall be merged by reason of any deed transferring title to Lot 16 and/or Lot 3 to Developer or any of its successor(s)-in-interest and/or assign(s). The Parties further expressly acknowledge and agree that the terms contained in Sections 3.2, 3.3, 3.4, 3.5, and 3.6, each constitute a material part of the consideration to be received by the City hereunder, without any of which the City would not enter into this Agreement.

3.9 **Code Covenant.** Developer agrees that all final plans for any and all structures and site improvements constructed by Developer for or in connection with the development of the Consolidated Lot Project by Developer pursuant to its obligations hereunder, including any and all landscaping plans for or relating to the Consolidated Lot Project or any portion(s) thereof, shall comply with all applicable provisions of federal, state and local law(s), rule(s) and/or regulation(s).

3.10 **Assignment.** Developer may assign all, and not less than all, of its rights, title and interests in and to this and this Agreement to a "**Related Party**" upon delivery of such written notice of assignment to the City, attn: John ("Jack") R. Heath, Acting Mayor; provided, however, any such assignment by Developer to a Related Party shall be (i) conditioned upon the written acknowledgement and agreement of the Related Party assignee to assume all, and not less than all, of Developer's obligations and responsibilities hereunder as if such assignee Related Party was the Developer named herein, and (ii) the City's written approval of the Related Party and acceptance of such the Related Party's written acknowledgment and agreement prior to the execution thereof by Developer and the Related Party

assignee. (For purpose of this Agreement, the term “**Related Party**” shall mean an entity which is owned by and controlled by the Developer or by the same principals as Developer.)

3.11 Cooperation. The City shall make good faith efforts regarding the consideration of any request submitted by Developer for approval of any financing incentive(s), including by way of example only: Payment in Lieu of Taxes, Enterprise Zone designation, Comprehensive Connection Fee Waiver(s), Building Permit Fee(s) Waiver(s), Riverwalk Reimbursement Program benefits, and/or public funding for public spaces. Further, the City acknowledges Developer may lease certain commercial space located within the Consolidated Lot Project for use as a restaurant(s); and, provided the restaurant-tenant’s request and application for an alcoholic beverage license for use in connection with the operation of a restaurant located at the Consolidated Lot Project is in compliance with all applicable laws and regulations applicable to the request and/or issuance of an alcoholic beverage license, the City shall not unreasonably obstruct the Wicomico County Board of License Commission’s consideration of such alcoholic beverage license request and/or application therefor. Nothing in this section shall be construed to require the City to waive any of its ordinary rules, regulations, requirements, and laws.

ARTICLE IV

DEFAULT BY DEVELOPER OR THE CITY

1.3 4.1. Default by Developer. In the event of Developer’s failure or refusal to perform its obligations in accordance with the terms and conditions of this Agreement, or by reason of any misrepresentation by Developer under this Agreement existing on the Effective Date (any of which shall be considered a “**Developer’s Default**”), the City shall have the right to pursue all remedies available to the City, at law and/or in equity, as a result of any Developer’s Default, which said remedies available to the City under this Section 4.1 shall include, but not be limited to, the City’s right to terminate this Agreement upon written notice thereof to Developer and the City’s the right to seek damages against Developer arising from or relating to such Developer’s Default.

ARTICLE V

MISCELLANEOUS

5.1 Risk of Loss to Lot 16. Subject to the terms as set forth in the Parking Agreement, risk of loss as to Lot 16 shall pass as of the Effective Date.


5.2 Assignment. Except as set forth in Section 3.10, neither City nor Developer may assign this Agreement or any of their respective rights or obligations hereunder, in whole or in part, without the prior written consent of the other party. Except as set forth in Section 3.10, any attempt by a party hereto to assign this Agreement or such party’s right(s) and/or obligation(s) hereunder without the prior written consent of non-assigning party, such assignment shall be deemed void and of no force and effect in any way whatsoever.

5.3 Notice. Any notice, request, demand, consent, approval and other communications (“**Notice**”) under this Agreement shall be in writing, and shall be sent by personal delivery, reputable overnight courier service or certified mail, postage prepaid, return receipt requested. Each Notice shall be sent, addressed to the party for whom it is intended at its address set forth below or to such other address as it may designate for the delivery of Notices to it by giving at least five (5) days prior Notice to the other party

in accordance with this Section 5.3:

If to Developer: 318 W. Carroll Street, STE A
Salisbury, Maryland 21801

If to City: City of Salisbury Executive Office
115 S. Division Street
Salisbury, Maryland 21801

 With a copy to: Batie Law, LLC
c/o Reena J. Patel, Esq.
1321 Mt. Hermon Road, Suite B
Salisbury, MD 21804

Any Notice sent by personal delivery in accordance with the foregoing shall be delivered during normal business hours and shall be deemed received when delivered or, if delivery is rejected, when delivery was attempted. Any Notice sent by overnight courier service in accordance with the foregoing shall be deemed received on the first business day following the date sent. Any Notice sent by certified mail in accordance with the foregoing shall be deemed received on the third (3rd) business day following the date mailed.

- 5.4 Integration; Waiver.** This Agreement constitutes the entire understanding between the Parties hereto with respect to the matters set forth herein and the transactions contemplated hereunder, and all prior agreements, understandings, representations and statements, oral or written, relating to the subject matter of this Agreement, including, expressly, the Lot 16 Land Disposition Contract and the Lot 3 Land Disposition Contract (as defined hereinabove), are merged herein and superseded and canceled by this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except in a writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party hereto of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- 5.5 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to its conflicts of laws principles.
- 5.6 Waiver by Jury.** EACH OF THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES TO ONE ANOTHER AND/OR ANY CLAIM, INJURY OR DAMAGE ARISING FROM OR CONSEQUENT UPON THIS AGREEMENT.
- 5.7 Professional Fees.** In the event a party hereto brings any action or proceeding against another party hereunder by reason of any breach of any covenant, agreement or provision on the part of the other party arising out of this Agreement, then the prevailing party shall be entitled to recover from the other party all actual costs and expenses of the action or proceeding, including reasonable attorneys', accounting, engineering and other professional fees.

- 5.8 Construction.** The captions in this Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. All references in this Agreement to Articles, Sections and Exhibits are references to the Articles and the Sections of this Agreement and the Exhibits attached hereto. This Agreement, and all the terms and conditions thereof, shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. All Exhibits attached hereto are incorporated herein by reference.
- 5.9 Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors, assigns and heirs. If more than one person and/or entity shall execute this Agreement as Developer or subsequently becomes Developer hereunder, then the liability of each such person and entity hereunder, and under each document or other instrument required to be executed and delivered by Developer as contemplated by this Agreement or otherwise, shall be joint and several.
- 5.10 Severability.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 5.11 No Third-Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of the City and Developer only and are not for the benefit of any third party. Accordingly, no third party shall have the right to enforce the provisions of this Agreement or any documents to be executed and delivered at or in connection with Closing.
- 5.12 Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Developer shall, if requested by the City, execute acknowledgments of receipt with respect to any materials, deposits or other items delivered by the City to Developer.
- 5.13 Recitals.** The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Agreement.
- 5.14 Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

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[SIGNATURES APPEAR ON THE PAGE THAT IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals and acknowledged this Amended and Restated Land Disposition Agreement as of the date and year first above written.

WITNESS/ATTEST:

“DEVELOPER”:

Davis Strategic Development, LLC

By: _____ (SEAL)

THE “CITY”:

City of Salisbury, Maryland

By: _____ (SEAL)
John R. Heath, Acting Mayor

EXHIBIT A

Lot 16 and the Green Plan

Lot 16 Development

Davis Strategic Development
318 West Carroll Street, Unit A, 2nd Floor
Salisbury, MD 21801
(240) 994-6481



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1. Proposal Summary

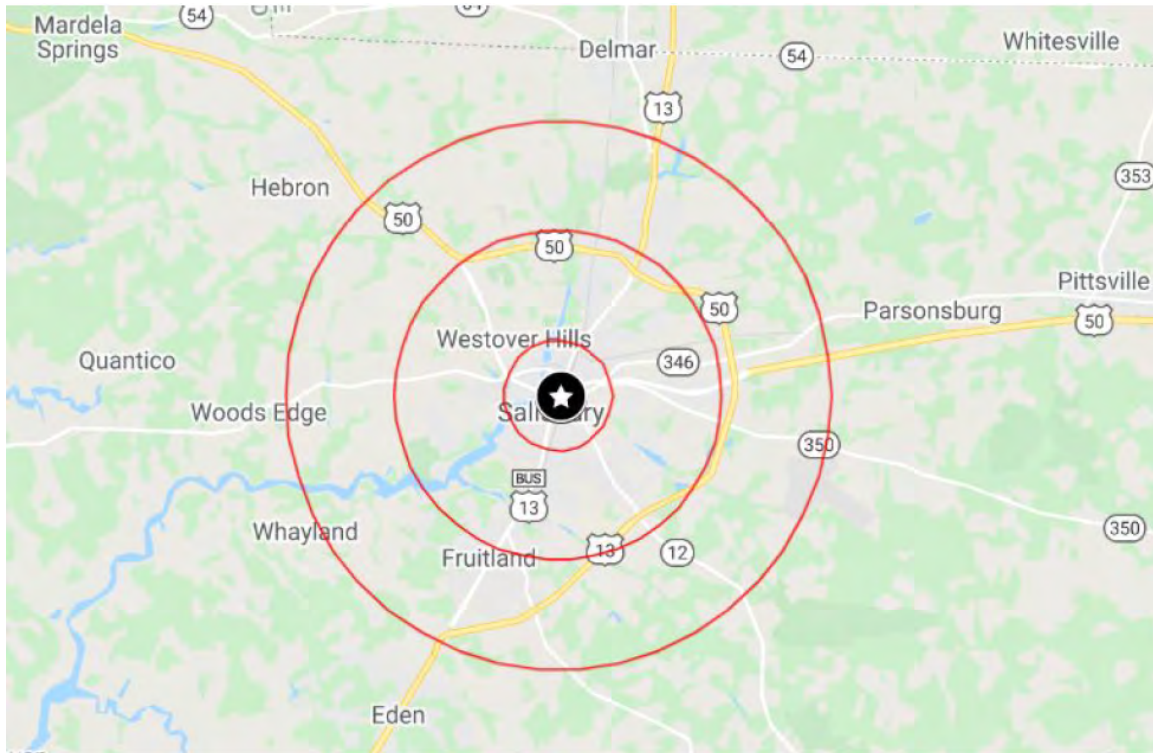
This project will consist of a multi-story luxury waterfront apartment building in downtown Salisbury with first floor parking and retail on the Lot 16 and Salisbury Green space. This property is currently being used as a parking lot and small pavilion area and was purchased by Davis Strategic Development. We will build a four-story building with first floor parking, and a first-floor lobby, as well as retail space. The top floor will feature an outdoor patio area with a clear view of the newly constructed Salisbury amphitheater. It will also feature a fitness room, lounge area, and computer study room. The site will be fully enclosed to allow for enhanced security but will still include a garden and exterior seating to allow for tenants to enjoy the Salisbury Riverwalk.

A walking bridge adjacent to the property allows for quick access to TidalHealth Peninsula Regional, where we plan to heavily market this project.



2. Market Analysis

2.1. Demographics¹

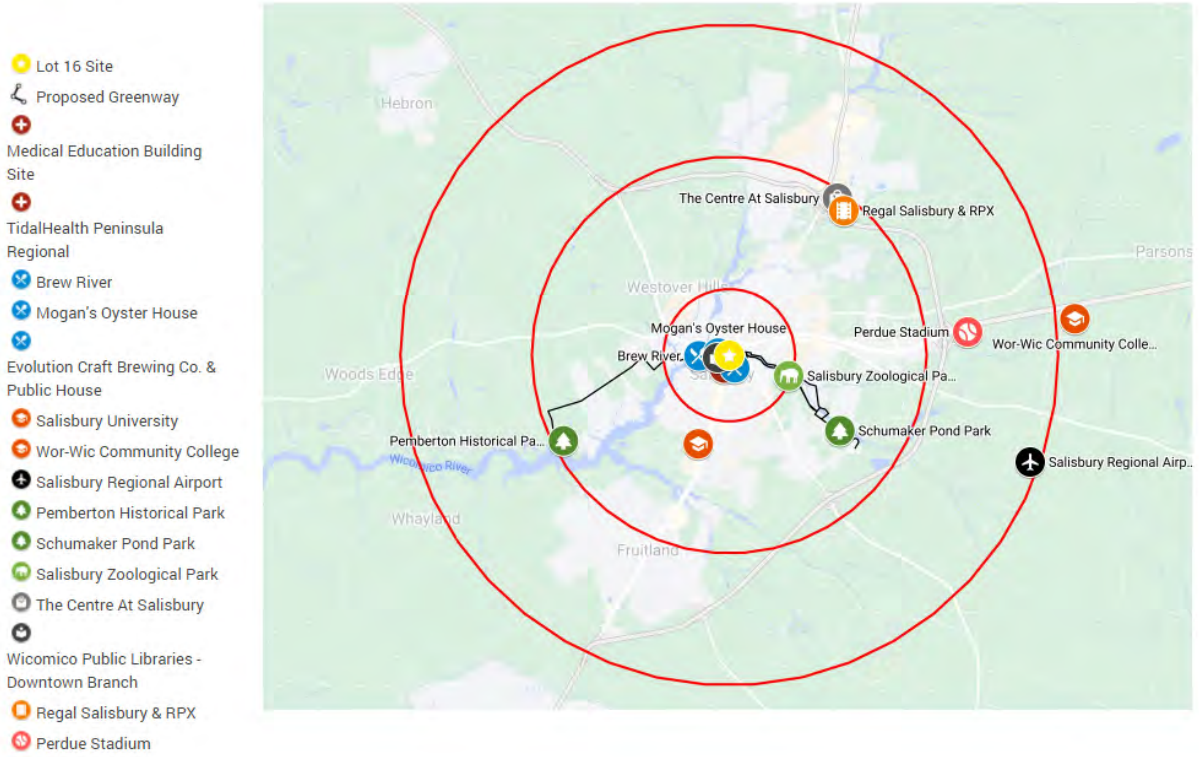


<u>Population</u>	<u>1 Mile</u>	<u>3 Miles</u>	<u>5 Miles</u>
Population (Est.)	11,351	50,116	71,356
Median Age	35.0	34.1	35.6
<u>Households</u>			
Total Households	4,424	19,906	27,055
Average Persons per HH	2.54	2.56	2.58
Median HH Income	\$42,423	\$49,536	\$57,730
Median Home Value	\$141,752	\$172,591	\$187,177
Homeownership %	30.5%	39.4%	49.3%

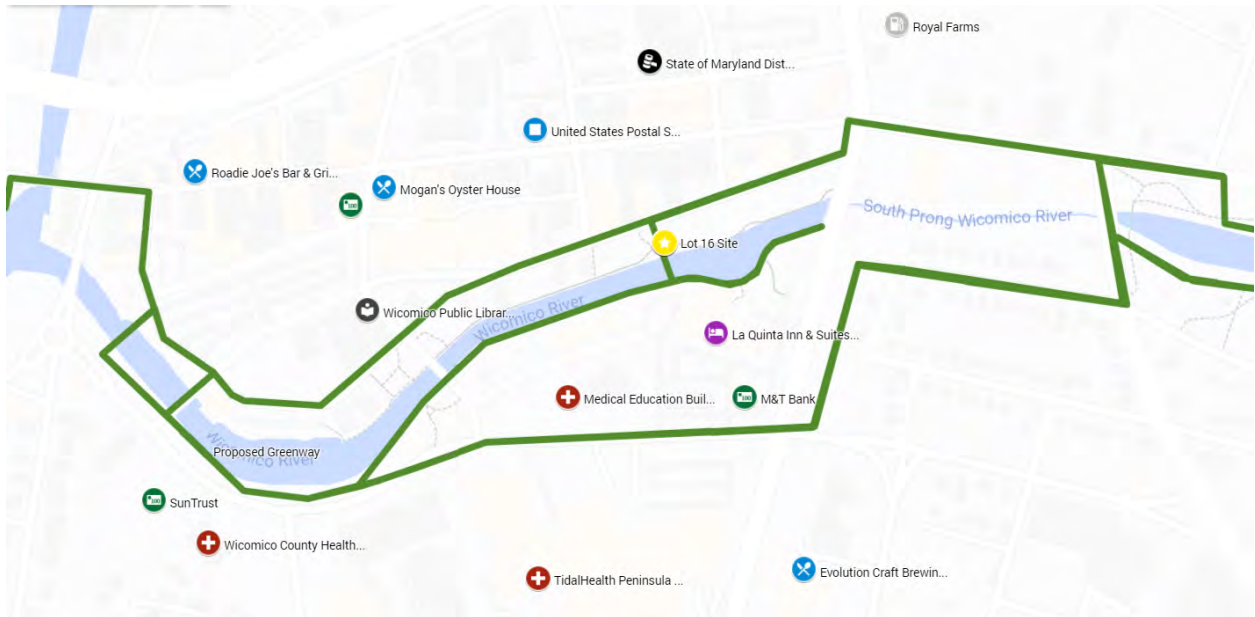
¹ Source: Missouri Census Data Center - Circular Area Profiles (CAPS) (Derived From 5-Year Period Estimates, Vintage 2018)

2.2. Building Location

2.2.1. 5 Mile Radius



2.2.2. Downtown Salisbury Map



2.2.3. Lot 16 Site and Surrounding Area



2.3. Salisbury Market

The Downtown Salisbury area has seen a renaissance of sorts in recent years, mainly driven by the ambitious 20-year master plan that was signed into effect by the city in 2016. The plan outlines \$640mm of public and private investment to be spent on projects from 2015-2035. These projects included streetscape improvements, improving the downtown infrastructure, realigning Rt. 50, and widespread commercial redevelopments². The area has already been drastically developed with more improvements being made every day.

Our Lot 16 development is just one of many projects outlined in the aforementioned 20-year master plan, however there are a number of other projects outlined that significantly increase Lot 16's practicality.

2.3.1. Streetscape Work (\$34.65mm) (Completed)

The streetscape renovations will include drainage improvements, lighting, paving, benches, signage, and receptacles. These will all be utilized to benefit the public.

2.3.2. Salisbury Greenway (\$15mm)

The Salisbury Greenway is a project that will connect people to communities, parks, and businesses by creating nine miles of paths which will include both sidewalks and two-way bike lanes. The path will start at Pemberton Park, navigate through the downtown area, and end at Schumaker Pond Park.

3. Building Features

3.1. Amenities

3.1.1. On-Site Secured Parking/Overflow Parking

First floor secured parking will be offered for all apartments. Each apartment will be given a parking space, but the unit mix will be almost exclusively one bedroom apartments. We hope to include several parking spaces for the commercial user.

3.1.2. Sky Lounge

This partially covered outdoor roof deck will allow tenants to enjoy the outside with the luxury of not being disturbed by outside guests.

Lounge chairs, glass railings, and access to an indoor lounge will allow tenants to enjoy an outdoor experience without needing to leave the comfort of the building. We will plan indoor and outdoor movie/game nights to help promote these amenities and create a sense of community for everyone that lives in the building.

3.1.3. Elevator

The lobby will feature a handicap accessible elevator that accesses all floors. Two stair towers will allow for secondary access out of the building as well. We are hoping to utilize a glass elevator allowing passengers to view downtown Salisbury on the ride up and down.

3.1.4. Fitness Room

The building will feature a 24-hour fitness room with a view of the river and amphitheater. This 4th floor fitness room will offer a big city feel to working out. The low room count will ensure it is not overcrowded.

3.1.5. Yoga/ Fitness Studio

Adjacent to the fitness room we will offer a yoga studio allowing for tenants to join a free monthly yoga class, which we will offer, as well as giving them a quiet space to do yoga, stretch, meditate, or any other activity that they desire.

3.1.6. Computer Room

This will be a small conference room that will have a white board, two computers, and a table that will allow tenants a place to escape to do work or use the computers for browsing. An iPad tied into the internet with a free app will allow for easy scheduling.

3.1.7. High-Speed Fiber Internet

We currently own and operate Simple Fiber, in conjunction with MD broadband, and will be able to supply every apartment with high-speed fiber optic internet.

3.2. Unit Features

3.2.1. Kitchens



Kitchens will feature quality granite countertops and stainless-steel appliances to add a modern urban feel, as well as garbage disposals and countertop seating.

3.2.2. Laundry

Each apartment will have a fully functioning washer and dryer.

3.2.3. Bathrooms

All bathrooms will feature one-piece shower/tub shells to ensure that minimum repairs will be needed over time. We will accent the bathrooms with modern vanities and decorative lighting to evoke a very modern feel.

3.2.4. Bookshelves

We will install built-in bookshelves throughout the building creating a very classy, upscale feel to the apartments.

3.2.5. Oversized Windows

All the apartments will have oversized windows in the living room to give the best view of the beautiful river and amphitheater. We will have decks on each unit to ensure people have a way to sit outside within their personal spaces, we will also include some exterior vegetation to add to the aesthetics and eco friendly design goals.

3.3. Pedestrian Traffic

We will leave the walking bridge that crosses the Wicomico River and design a garden adjacent to the building along the Riverwalk. Some areas will feature seating, but the space will predominantly be filled with flowers and greenery. The goal of building the space will be to provide a casual modern outdoor recreation area where people can relax, eat, and enjoy the river. This facility sits between TidalHealth Peninsula Regional and downtown Salisbury. It is vital to all parties that this project has a

recreational feel that promotes the flow of traffic between downtown and the surrounding uptown areas. We will create a safe, beautiful space that can be utilized by residents and the public alike.

4. Construction

Construction of this project will be completed by Davis Strategic Development, who handles a variety of large-scale commercial construction projects. Becker Morgan has been selected as the architect for this project. A general contractor will be hired within the drawings phase of the project.

4.1. Becker Morgan



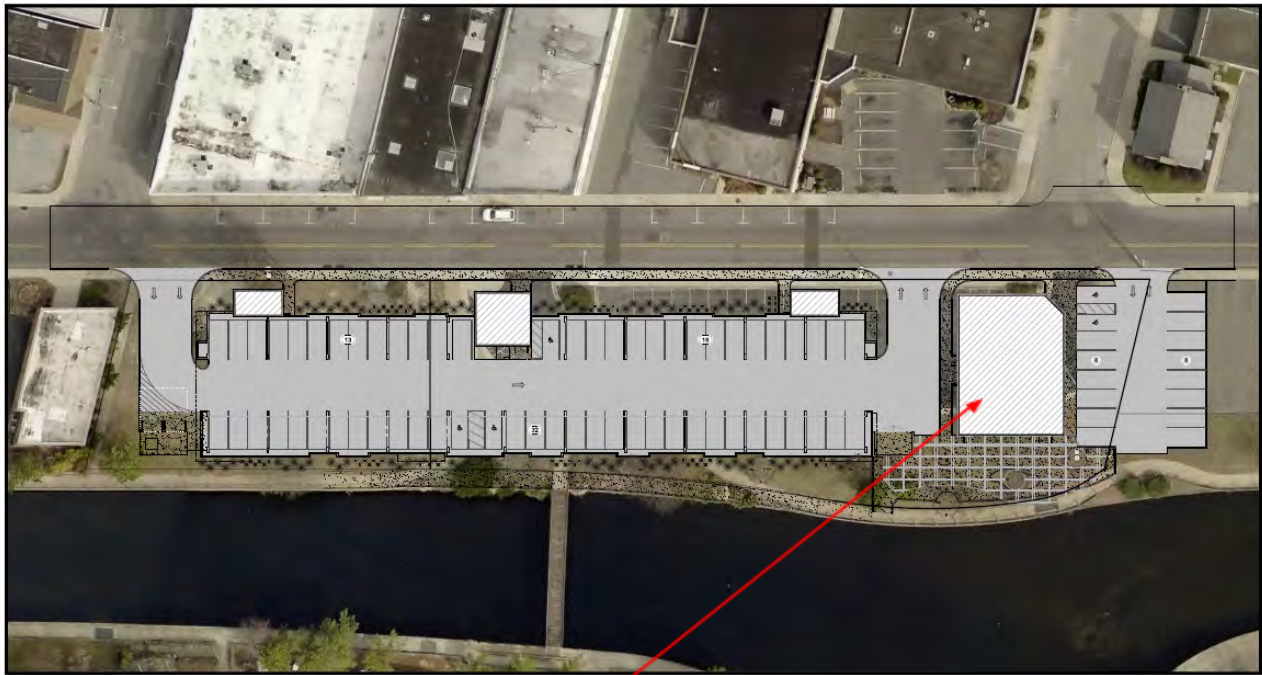
Becker Morgan Group is a full-service design firm specializing in architecture, engineering, surveying, land planning, and interior design. They bring a holistic approach that encompasses the entire design process from concept to occupancy. Since their founding in 1983, Becker Morgan Group has been committed to responsive customer service, design excellence, and problem solving utilizing creative yet functional design. Their dynamic team of multi-disciplined professionals provides design solutions that contribute to the quality of the built environment while achieving a project's specific goals².

² <https://www.beckermorgan.com/>

4.2. Concept Pictures



4.3. Site Plan



(Retail will now be attached to main structure, not as shown above)

4.4. Compatibility

In recent years, the City of Salisbury has been pushing to retain university graduates to fill well paid local positions, as well as attracting high paying jobs to the area. We believe that a lack of quality, modern style housing in downtown Salisbury is constraining this goal. Our plan is to build a location catered to professionals who are looking to live near their work, or a more urbanized walkable lifestyle. The market currently lacks many 1 bedroom apartments and forces individuals to rent 2 and 3 bedroom units even if they don't need the additional space or cost, especially if they are working on the shore for only a couple of years. Our apartments will be designed to attract tenants who enjoy living within walking distance of a wide variety of restaurants, entertainment, shopping, and many other services, which has become the trend all around the country. Through our experience in other markets, we have learned that these features will allow us to increase the rental rates, and in turn offer amenities that other apartment complexes cannot. These new residents are likely to be regular customers of Salisbury's downtown businesses and will be a strong contributor to the economic growth of downtown. Our project will raise the standard for design and living in downtown Salisbury and make it a magnet for the community and surrounding areas to live, shop, and dine.

4.5. Scope of Work

4.5.1. Design

Our team plans to build a five-story apartment building that would feature first floor parking under the building, as well as overflow parking spaces adjacent to the building. A central elevator will provide access to the upper floors and rooftop. One goal within our initial design is to incorporate a rooftop deck/ lounge. This space will be a communal area for residents featuring elegant outdoor seating arrangements, indoor kitchen, ping pong table, study room, yoga

studio, and gym. The deck will be oriented towards the riverside to provide an excellent view, while remaining largely hidden from the street.

4.6. Timeline

Once Davis Strategic obtains acceptance of this proposal we will immediately begin the approval process, along with MDE approvals. We plan to break ground within 12 months and have the project completed in 24 months.

4.7. Environmental Impact/ Utility Connection

Davis Strategic has completed core samples on the site to ensure no contaminations occur on site. Davis Strategic has also obtained the engineering needed to determine where water sewer and stormwater will need to be tied in. There is a storm water pipe that will potentially need to be routed around the building, but final designs will determine this work. Water and sewer on Market Street is adequately sized for this project already and will simply require new laterals being installed. Sidewalks on the site will be cut to allow for new entry to the site and will be put back to city standards. All new utilities will be installed on the site.

5. Current Progress

Up to this point the team has:

- Developed blueprints, performed soil and site sampling.
- Purchased the site, clear of any debt.
- Gained an easement to take away more sidewalk leading up to the Riverwalk.
- Obtained EDU waivers from the city.

- Obtained historic board approval for basic concept design and site alterations.
- Selected the architect team to establish a coalition for moving forward.
- Obtained a ten-year tax credit for all low voltage costs associated with this project.
- Engaged Bank of Delmarva for initial financing

6. Financing

6.1. Financing Proposal Outline

This project's financials are currently being finalized but we expect a final budget of approximately \$15,000,000. We have applied for several state grants that would determine part of the final cost and scope.

6.2. Financing Incentives

6.2.1. EDU Waiver

The City of Salisbury has waived the water supply fee charge normally associated with building in the city. This is the equivalent of \$316,000.

6.2.2. HORIZON Program

The City of Salisbury and Wicomico County have each passed their own version of the HORIZON Program. The HORIZON Program allows developers of hotel/multifamily projects in excess of \$10mm to have their new property taxes slowly increased, rather than billed at time of reassessment.

6.2.3. Here is home Program

The City of Salisbury enacted the here is home Program several years ago and Davis Strategic successfully applied for the credit. This

credit waives some of the cities construction fees associated with building the project.

6.2.4. Opportunity Zone

This project is within the opportunity zone for any potential investors.

6.2.5. Strategic Demolition

The City of Salisbury recently applied for strategic demolition funding to go towards this project. This is one of several grants the team will continue to apply for in hopes of adding additional resources to the project.

7. The Davis Strategic Team

7.1. Key Personnel

7.1.1. Bret Davis (Owner/Developer)

A Salisbury University graduate with a degree in International Business Administration, Bret handles the administrative and sales operations for the organization. Bret owns the Davis Strategic Group of Keller Williams, a sales team that specializes in commercial real estate sales and leasing. This team works hand-in-hand with Davis Strategic Development to ensure quality tenants lease the spaces within the buildings they develop. Bret is also an instructor for real estate courses at Wor-Wic Community College as well as teaching finance classes at the university.

7.1.2. Kirk Davis (Owner/Developer)

Kirk graduated from St. Mary's College of Maryland and has a background in construction management. After college he formed

Davis Productions, an entertainment company that hosted outdoor events, and an annual haunted house that drew thousands of people from throughout the tri-state area. Through Davis Productions he began to specialize in electrical installations and went on to work at various electrical companies. At Vivint Solar he worked as a project manager, building new power generation systems capable of producing thousands of kilowatts of electricity. He currently serves as the Chief Operations Officer for Davis Strategic Development and works with the growing staff of employees and contractors on ever-evolving projects.

7.2. Property Management

The Davis Strategic team currently manages our portfolio of properties in-house and will provide property management for this project as well. We manage more than 200 apartments across the eastern shore as well as over 100 commercial tenants. We will utilize our leasing and management team which has successfully leased dozens of other apartments downtown.

7.3. Davis Strategic Sales Team

Bret Davis currently heads the Davis Strategic Sales Team, which runs through Keller Williams Realty of Delmarva. The team previously represented the City of Salisbury for years as their residential real estate representatives. The team is extremely familiar with the downtown area and believes they can quickly and effectively lease the apartments as well as the first floor commercial space.

8. Previous Projects

Davis Strategic Development has performed work on a wide variety of commercial properties, including multifamily, retail, office, and warehouse space. We have remodeled 12 different buildings within the downtown area over the past 6 years. We have 27 current apartments downtown that all stay leased consistently and are good indicators for this project. Our team is committed to improving the Salisbury area, along with the whole eastern shore. We have and will continue to work tirelessly to help bring life back to downtown. We aim to hold the same standard to this project that we have our others and will make sure to work with the city and community to create a project that helps continue that progress.

EXHIBIT B

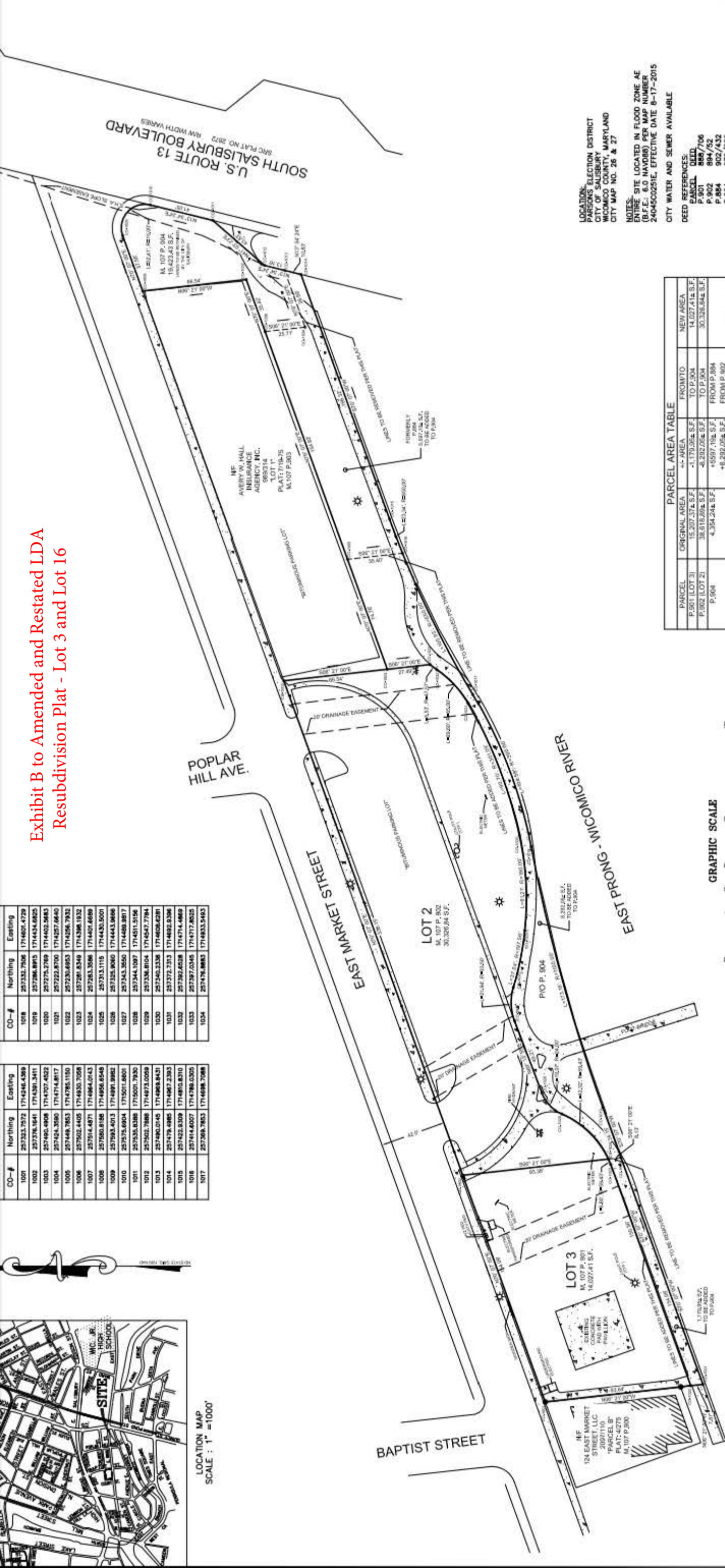
Consolidated Lot 16 and Lot 3 Plat

**Exhibit B to Amended and Restated LDA
Resubdivision Plat - Lot 3 and Lot 16**

CO-#	North	East
1001	257333.7572	1714246.4389
1002	257376.1641	1714301.3411
1003	257492.4908	1714707.4522
1004	257424.3580	1714714.8817
1005	257448.7853	1714785.1150
1006	257502.4405	1714830.7058
1007	257514.4871	1714864.0743
1008	257580.8158	1714856.8548
1009	257593.4013	1714891.9882
1010	257575.6904	1715001.8005
1011	257535.8388	1715001.7930
1012	257502.7888	1714873.0059
1013	257490.0145	1714869.8431
1014	257479.4985	1714862.3393
1015	257422.8309	1714816.8310
1016	257414.8027	1714786.0325
1017	257389.7853	1714698.7088

CO-#	North	East
1018	257332.7506	1714607.4729
1019	257284.8915	1714434.6825
1020	257275.2769	1714402.5683
1021	257222.8700	1714257.6640
1022	257230.6953	1714256.7932
1023	257281.8349	1714398.1932
1024	257283.3056	1714407.6059
1025	257313.1115	1714430.5001
1026	257328.8660	1714443.9466
1027	257343.3650	1714489.9817
1028	257344.1097	1714511.5156
1029	257338.8104	1714547.7784
1030	257340.2338	1714608.8281
1031	257372.2933	1714692.9306
1032	257392.6528	1714714.4869
1033	257397.0345	1714717.8025
1034	257478.8883	1714833.5483

LOCATION MAP
SCALE: 1" = 1000'



PARCEL	ORIGINAL AREA	± AREA	FROM/TO	NEW AREA
P.901 (LOT 3)	15,207.37± S.F.	-1,179.95± S.F.	TO P.904	14,027.41± S.F.
P.902 (LOT 2)	38,618.69± S.F.	-8,292.05± S.F.	TO P.904	30,326.64± S.F.
P.904	4,354.24± S.F.	+8,997.19± S.F.	FROM P.904	13,351.43± S.F.
		+8,292.05± S.F.	FROM P.902	15,043.48± S.F.
P.884	5,597.19± S.F.	-5,597.19± S.F.	FROM P.901	0.00± S.F.



LOCATION:
PARSONS ELECTION DISTRICT
CITY OF SALISBURY
WICOMICO COUNTY, MARYLAND
CITY MAP NO. 26 & 27

NOTES:
ENTIRE SITE LOCATED IN FLOOD ZONE AE
(B.F.E.: 6.0 NAVD88) PER MAP NUMBER
24045C0251E, EFFECTIVE DATE 8-17-2015

CITY WATER AND SEWER AVAILABLE

DEED REFERENCES:
PARCEL DEED
P.901 888/706
P.902 884/52
P.884 902/A32
P.904 970/829

PLAT REFERENCES: 5/20, 7/19-75

ZONING CLASSIFICATION:
CBD - CENTRAL BUSINESS DISTRICT

APPROVALS

Planning & Zoning

Director _____ Date _____
Dept. of Public Works

Director _____ Date _____
Dept. of Public Works

FOR EASEMENT NOTE:
THIS PLAT IS EXEMPT FROM THE
FOREST CONSERVATION ACT
ACCORDING TO CHAPTER 126-4,
ARTICLE 18B(5)(G) OF THE
WICOMICO COUNTY CODE.
"BOUNDARY LINE ADJUSTMENT"
REF. FCA (C) # _____

Wicomico County Health
Department

Professional Certification
I hereby certify that these documents were prepared
or approved by me, and that I am a duly licensed
land surveyor under the laws of the State of Maryland,
License No. 21358. . . . Expiration Date: 07/17/2018.

City of Salisbury, owner. _____ Date _____
Jacob R. Doy, Mayor

GENERAL NOTES

- Water and sewer capacity exists and will be reserved for this subdivision; subject to Municipal, State and Federal laws and regulations.
- Private irrigation lines shall not be installed in City right-of-ways or easements without written approval of Salisbury Public Works.
- Owner/Developer, and subsequent Owners, their successors and assigns, shall not modify the individual lot grading plans and/or the Improvements Construction Plan, as approved by the Salisbury Public Works, with construction grading or landscaping.
- No construction of any structural improvements, plant trees, shrubs or place any landscaping other than grass in or on the easement area, including in the air rights over the easement hereby conveyed, without the prior written consent of the City of Salisbury.

RESUBDIVISION
LANDS OF
CITY OF SALISBURY, MD
MAP 107, PARCELS 884, 901, 902 & 904
(KNOWN AS "SALISBURY GREENS" AND "PARKING LOT 16")
CITY of SALISBURY
DWC. NO. DCA-17-015
DATE:



City of
Salisbury
John "Jack" R. Heath, Mayor

To: City Council
From: Jennifer Miller
Director of Procurement
Date: October 16, 2023
Subject: Budget Amendment Request – North Prong Park Project

Please find attached a request for the City Council to authorize the Mayor to appropriate funds for the acquisition of two parcels located at 313 and 315 Lake Street, Salisbury, MD 21801, to enhance North Prong Park. The total price of the parcels of \$300,523, which is defrayed with a \$228,700 Project Open Space grant from the Maryland Department of Natural Resources, resulting in a cost of \$71,823 to the City. Less \$4,700 already spent by the City on appraisal, the cost of the parcels plus estimated costs for environmental assessments is expected to be \$67,123.

Jennifer Miller, NIGP-CPP, CPPO, CPPB
Director of Procurement

cc Andy Kitzrow
File

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ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE
MAYOR TO APPROPRIATE FUNDS FOR LAND ACQUISITION FOR
NORTH PRONG PARK PROJECT.**

WHEREAS, the City of Salisbury has determined the acquisition of two parcels will enhance the North Prong Park; and

WHEREAS, the two parcels and required environmental assessments are estimated to require \$67,123 of additional funding after application of a Program Open Space grant; and

WHEREAS, funding for the two parcels shall be provided by transferring \$23,591 in PayGO from General Fund, reallocation of \$43,531.35 in PayGO funds no longer required for the MainStreet Master Plan, and \$1,925 in funds previously allocated to the North Prong Park project; and

WHEREAS, the appropriations necessary to execute the appropriation of \$67,123, 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. Acting Mayor John R. Heath is hereby authorized to appropriate funds for the North Prong Park project in the amount of \$67,123.

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

Section 2. The City of Salisbury’s FY24 General Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Expense	None	Transfer – General Capital Projects	91001-599109	21,666.65
Increase	Revenue	None	Use of Surplus	01000-469811	21,666.65

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Section 3. 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
Decrease	Revenue	MainStreet Master Plan	Pay Go Funds	98019-469313-48022	43,531.35
Decrease	Expense	MainStreet Master Plan	Construction	98119-513026-48022	43,531.35
Increase	Revenue	North Prong Park	Pay Go Funds	98019-469313-48039	65,198.00
Increase	Expense	North Prong Park	Land	98118-577010-48039	65,198.00

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

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

Section 6. 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 6.

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the _____ day of _____, 2023 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 _____, 2023.

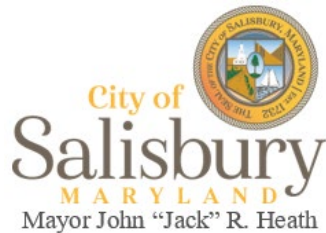
ATTEST:

Kimberly R. Nichols, City Clerk

April R. Jackson, City Council President

Approved by me, this _____ day of _____, 2023.

John R. Heath, Acting Mayor



To: Salisbury City Council

CC: Kim Nichols, Julie English, Michael Tomlinson, Rachel Manning, Keith Cordrey

From: Muir Boda, Director of Housing & Community Development

Subject: Resolution for a Memorandum of Agreement with Cal Ripken Sr. Foundation for Stem Lab

Date: October 20, 2023

Council,

As discussed in a prior memo with the budget amendment in Ordinance No. 2833, we were waiting for an MOU from the Cal Ripken Sr. Foundation (CRSF) to install a STEM Lab at the Newton St. Community Center. We are receiving both the Elementary School Stem Lab and the Middle School Stem Lab. In addition, CRSF will install, train our staff, and provide programming guides for staff.

This is an incredible opportunity for us to expose children and youth at an early age to STEM opportunities within our community centers. The mission of the CRSF and this program fits perfectly within our mission, purpose, and values as a city, and the core reason we have community centers. We are grateful to the Boys & Girls Club for connecting us to CRSF for this opportunity.

If Council has any questions or concerns, please feel to reach out.

Muir Boda
Director HCDD



Housing & Community Development Department
207 W. Main St, Suite 102 Salisbury, MD 21801

MISSION



Our Mission: The Cal Ripken, Sr. Foundation helps to strengthen America's most underserved and distressed communities by supporting and advocating for children, building Youth Development Parks, partnering with law enforcement and youth service agencies, and addressing community needs through its national program initiatives.

Who We Serve and Why: The Cal Ripken, Sr. Foundation, a 501(c)(3) nonprofit organization, has worked tirelessly to implement programs that directly address the problems facing at-risk youth with a unique year-round crime prevention/mentoring program, *Badges for Baseball*, created in partnership with the U.S. Department of Justice. We recognize that caring adult law enforcement mentors are important role models that have a profound impact on the lives of youth in need of positive direction.

Inspired by one of the most iconic baseball families in history, the Ripkens created the Cal Ripken, Sr. Foundation to honor the legacy of its family patriarch, longtime coach, and mentor, Cal Ripken, Sr. We use sports-themed and educational programs to bring police officers, youth mentors, and underserved kids ages 5 to 14 together on a level playing field. Law enforcement volunteers and youth partners at local community-based organizations are trained by the Foundation team to use baseball as a hook to get youth exposed to positive choices. These invested mentors use our youth development curriculums to infuse life lessons like teamwork, communication, and respect while building positive, healthy relationships with adult mentors. Reaching children at this tenuous time in their development is the key to transformational change in distressed communities throughout the U.S.

Challenges Facing Youth: In communities where the need is greatest, opportunities for children to grow and thrive can be limited. The U.S. Census Bureau estimates that almost 6 million children come home from school to empty homes.

With the proper guidance, kids can be shown a positive way up and out of the vicious cycle of poverty that does not involve drugs, crime, or gang life. Through active partnerships with youth organizations across the country, the Ripken Foundation connects underserved youth with positive mentors in constructive activities during afterschool hours when youth are most likely to commit or become a victim of crime.



MISSION



What We Do: The Cal Ripken, Sr. Foundation provides opportunities for kids to play in a safe environment, live healthy lifestyles, and learn to make productive choices for their futures.

YOUTH DEVELOPMENT PARKS

Since 2010, the Cal Ripken, Sr. Foundation has completed 113 Youth Development Parks— baseball or multipurpose, synthetic surface fields that give at-risk youth clean, safe places for to play, and grow. Currently, we have parks operating in 26 states:

- Arkansas
- California
- Colorado
- Connecticut
- Florida
- Georgia
- Illinois
- Indiana
- Kansas
- Louisiana
- Maine
- Massachusetts
- Maryland
- Minnesota
- Mississippi
- Missouri
- New York
- North Carolina
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- Texas
- Virginia
- Washington
- Washington, D.C.
- Wisconsin

Plus, many more youth parks are currently under construction or in the fundraising or design stages. As safe havens to learn, play, and grow, these parks will be symbols of hope in distressed neighborhoods.

CHILD SAFETY TOOLKIT



National Child Protection Tool Kit: Resource which includes Child Protection Policy, affordable background checks and child safety training videos.

YOUTH DEVELOPMENT PROGRAMS

- Badges for Baseball (crime prevention/mentoring program)
- Healthy Choices, Healthy Children (character education curriculum)
- Ripken Summer Camp (weeklong summer camp)
- I'm GREAT (leadership program for girls)
- Baseball/Softball/Quickball Camps
- College Day Experience (exposure to college life)
- Healthy Lifestyles (Fitness & Nutrition Curriculum)
- Ripken Instructional Leagues (Organized team sports)

VIRTUAL PROGRAMS

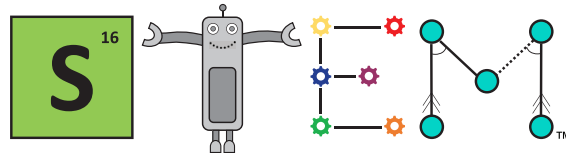
- Ripken Playbook
- Ripken Live
- Virtual Fitness
- At-Home STEM Kits

STEM

Since 2016, the Cal Ripken, Sr. Foundation has completed 317 fully operational, turnkey STEM Centers in 20 states, including 11 district-wide school system STEM Center programs. The Ripken Foundation STEM Centers include:

- Equipment Packages: six Notebooks, Chromebooks, or laptop computers and a 3D printer.
- Tool Kits containing different educational activities within STEM.
- Curriculum Guidebook: an easy-to-use guide with lessons for teachers or youth mentors to implement a fun and educational STEM program.
- Training by the Ripken Foundation staff will provide ongoing program and technical support for all STEM Center partners.
- Furniture package for each school or youth organization to create a mobile STEM space.
- STEM Challenge: a national competition hosted by the Ripken Foundation which uses real-world problems to encourage students to apply STEM skills and knowledge to develop innovative solutions.

The goal of this initiative is to provide access to at-risk youth who would otherwise never learn about STEM. Engaging kids at an early age will prepare them to start thinking about educational attainment and their future career paths in STEM fields.



ELEMENTARY SCHOOL PRODUCT GUIDE

EDUCATIONAL ACTIVITIES

Bee-Bot, littleBits, Makey Makey, Ozobot, STEM Labs, Snap Circuits, and Squishy Circuits are included in every standard Ripken Foundation STEM Center Toolkit and can be customized for the needs of the individual program site.



BEE-BOT (FROM TERRAPIN)

Programmable robot that uses buttons and simple commands.

Items each school receives:

- 6 Bee-Bot robots
- 1 Community mat
- 1 Card mat
- 1 Docking/Charging station

Storage:

Does not come in its own container, but they can be stored on the docking station.



SQUISHY CIRCUITS

Teaches circuitry using conductive and insulating doughs.

Items each school receives:

- 1 Group Kit (includes enough components for each School), including:
 - Battery holder
 - LEDs (various colors)
- 2 Dough kits

Storage:

Comes in a storage kit for the electrical components, the dough is stored in separate containers.



MAKEY MAKEY (FROM JOYLABZ)

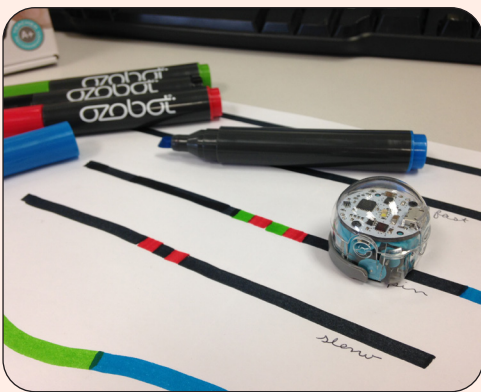
Programmable computer chip that connects coding and practical applications.

Items each school receives:

- 1 STEM Class Pack (which includes 12 Makey Makey chips along with wires and clips)
 - Connecting wires
 - Graphite pencils optimized for use with Makey Makey
 - Organizing carrying case
 - Basic instruction guides

Storage:

Comes in one storage case for all items.



OZOBOT (FROM EVOLVE INC.)

Programmable robot that uses markers and simple commands.

Items each school receives:

- 1 Class pack—Ozobot Evo (includes 12 Ozobots)
 - Multi-port chargers
 - Sets of markers
 - Tip sheets
 - Teacher's Guide
 - Online resources

Storage:

Comes in a container that includes accessories and an additional storage container for just the Ozobots.



STEM LABS (FROM KID SPARK EDUCATION)

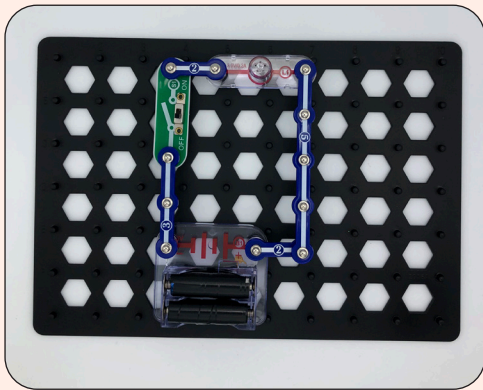
Engineering and robotics materials for kids.

Items each school receives:

- 4 Foundational Fluencies STEM Labs (Grades Pre-K-1)
- 4 STEM Pathways Labs (Grades 2-5)
- Online Curriculum and Educator Resources (120+ hrs. of curriculum, Kid Spark professional learning courses and program certifications)

Storage:

Materials come organized in durable containers. Includes an inventory and organization guide to easily locate and manage materials in the lab.



SNAP CIRCUITS (FROM ELENCO)

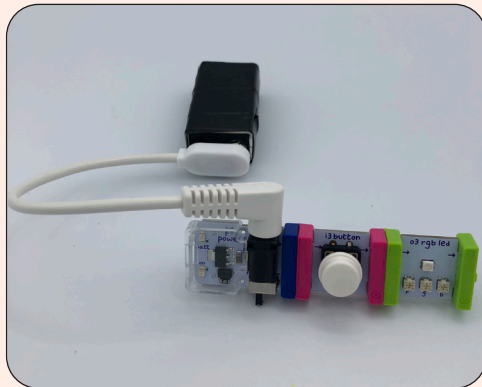
Pre-fabricated components that work together to create various circuits.

Items each school receives:

- 12 Snap Circuits Jr.® Education 100 Experiments Kits, including:
 - Wire
 - Resistor
 - Speaker
 - Motor
 - LED
 - Switch
 - Snap Circuits platform board
- Project Instruction Guide
- Student Guide
- Teacher Guide

Storage:

Each kit comes in a storage case.



LITTLEBITS

Electronic “building blocks” that combine to make circuits and accomplish different tasks.

Items each school receives:

- 8 STEAM Class Packs
- littleBits and accessories
- Educator’s Guide
- Introduction and littleBits Basics Guide
- Invention Guidebook tied to the Next Generation Science Standards (NGSS) and Common Core Standards
- Online resources

Storage:

Each set comes in a box that can be used for storage.

EQUIPMENT

3D PRINTER

Items each school receives:

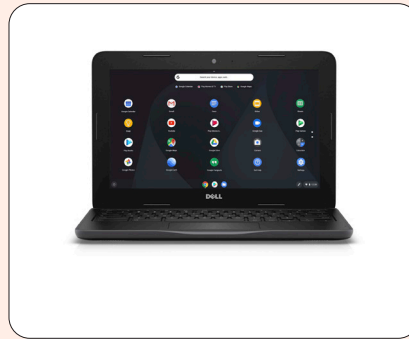
- 1 Robo3D E3 Printer
- Filament



COMPUTERS

Items each school receives:

- 6 Chromebooks



CART

Items each school receives:

- 1 Heavy-duty folding cart



TABLES

Items each school receives:

- 7 Clover Tables (seats 4)



SEATING

Items each school receives:

- 28 Stackable Chairs (16" Height)



WORKBENCH

Items each school receives:

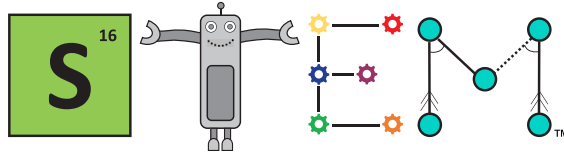
- 1 Mobile Workbench – Exact model will depend on availability.



ADDITIONAL MATERIALS FOR EACH SCHOOL

These materials support the overall STEM program and are not tied directly to one kit.

- 2 Surge protectors
- Supply of AA Batteries
- Tech Tub for charging and secure storage of Chromebooks



MIDDLE SCHOOL PRODUCT GUIDE

EDUCATIONAL ACTIVITIES

STEM Pathways, littleBits Steam + Class Pack, Makey Makey, Sphero BOLT Power Pack, and Snap Circuits Educational Series Training Program are included in every standard Ripken Foundation STEM Center Toolkit and can be customized for the needs of the individual program site.



STEM PATHWAYS (FROM KID SPARK EDUCATION)

Engineering and robotics materials for students.

Items each school receives:

- 6 STEM Pathways Labs
- Online Curriculum and Educator Resources
 - 120+ hours of curriculum
 - Kid Spark professional learning courses and program certifications

Storage:

Materials come organized in durable containers. Includes an inventory and organization guide to easily locate and manage materials in the lab.



LITTLEBITS STEAM+ CLASS PACK

The littleBits STEAM+ Class Pack is the ultimate STEAM learning toolkit, containing 240 Bits, 10 newly designed durable storage containers, printed teacher support materials, and 40+ standards-aligned lessons to engage the entire class. Integrate programming with the FUSE app to level up and create digital circuits.

Items each school receives:

- 1 STEAM + Coding Class Pack
 - 10 STEAM + Coding storage containers
 - 5 LittleBits Expansion Packs



MAKEY MAKEY (FROM JOYLABZ)

Programmable computer chip that connects coding and practical applications.

Items each school receives:

- 1 STEM Class Pack (which includes 12 Makey Makey chips along with wires and clips)
 - Connecting wires
 - Graphite pencils optimized for use with Makey Makey
 - Basic instruction guides

Storage:

Comes in one storage case for all items.



SPHERO BOLT POWER PACK

BOLT is Sphero’s most advanced round coding robotic ball to date. Packed with plenty of programmable sensors and a colorful LED light matrix, Sphero BOLT utilizes a variety of apps to teach students the basics of coding, and offers various levels of challenge as students become more familiar with the concepts. Each school receives 15 BOLT robots, along with a Power Pack, that lets you charge, store, and carry all robots at once. The Sphero Edu App does require use of an electronic device, but it is compatible with a variety of platforms.



SNAP CIRCUITS EDUCATIONAL SERIES TRAINING PROGRAM 750-R (FROM ELENCO)

An in-depth exploration of the electronic components included with the SC-750 snap circuits Extreme along with the PC interfaced projects.

Items each school receives:

- A lightweight, durable case
- Problem solving quizzes
- 5 Project books
- 1 Student guide
- 1 Teacher guide

Storage:

Each kit comes in a storage case.

EQUIPMENT

The electronic equipment, furniture, and materials listed below are included in every standard Ripken Foundation STEM Center and can be customized for the needs of the individual program site.

3D PRINTER

Items each school receives:

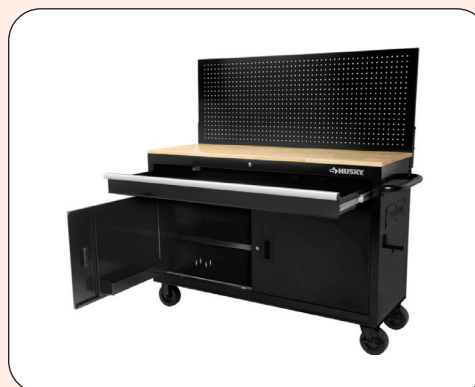
- 2 Robo3D E3 Printers
- Filament



WORKBENCH

Items each school receives:

- 1 Mobile Workbenches – *Exact model will depend on availability.*



TABLES

Items each school receives:

- Lab Tables



SEATING

Items each school receives:

- Stackable Stools



CARTS

Items each school receives:

- 1 Heavy-duty folding cart



ADDITIONAL MATERIALS FOR EACH SCHOOL

These materials support the overall STEM program and are not tied directly to one kit.

- 4 Surge protectors
- Supply of AA Batteries

1 RESOLUTION NO. _____

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALISBURY
3 AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH
4 CAL RIPKEN SR. FOUNDATION FOR A STEM LAB DONATION TO THE NEWTON
5 STREET COMMUNITY CENTER
6

7 WHEREAS, The Housing & Community Development Department's Community Relations Division
8 applied for a private grant through the Cal Ripken, Sr. Foundation for the donation of a STEM Lab for the Newton
9 Street Community Center and it was approved by the Foundation.

10 WHEREAS, We recognize that in communities of need, children often have limited opportunities and
11 exposure to various resources that allow them to grow and thrive.

12 WHEREAS, Access to STEM educational opportunities is critically necessary to expose children at an early
13 age to this type of training in a safe environment that allows for growth and creativity.

14 WHEREAS, Access to such resources will aid in the process of widening their educational and
15 occupational opportunities.
16
17

18 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury hereby
19 authorizes the Mayor to sign this Memorandum of Agreement with the Cal Ripken, Sr. Foundation to
20 accept the donation, installation, and training of staff for a STEM Lab at the Newton Street Community
21 Center.

22 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the
23 Council of the City of Salisbury held on this 23rd day of October 2023, and is to become effective
24 immediately upon adoption.
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30 _____
31 **Kimberly R. Nichols, City Clerk**

_____ **April R. Jackson, City Council President**

32
33
34 Approved by me, this _____ day of _____, 2023.
35
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39 _____
40 **John R. Heath, Acting Mayor**



MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("MOA") is made as of **October 9, 2023** by and between **CAL RIPKEN, SR. FOUNDATION, INC. (CRSF)**, and the **CITY OF SALISBURY**.

I. Overview of MOA:

The purpose of this MOA is to outline the **CITY OF SALISBURY**'s interest in building and maintaining a STEM center at the Newton Street Community Center with the assistance of CRSF. This MOA outlines the general terms under which CRSF will support the **CITY OF SALISBURY** with its endeavor.

II. MOA Terms:

The CRSF and **CITY OF SALISBURY** desire, in addition to other subsequent and mutually agreeable terms and conditions, to the following:

The CITY OF SALISBURY will:

1. **YOUTH SERVED:** Ensure youth participating in program activities are connected with positive adult mentors.
2. **PROGRESS REPORTS:** Submit two program progress reports to the CRSF: one by January 31st, 2024 to include the number of youth and mentors that utilized the STEM Center and an end of year report outlining the STEM Center by June 15th, 2024. This report will be completed via a virtual survey and will be sent out by CRSF.
3. **USE OF EQUIPMENT:** Agree that all equipment provided by CRSF will be used for its intended purpose. A detailed listing of the equipment provided is attached.
4. **TERM OF AGREEMENT:** To be eligible to receive the STEM Center and provided equipment, the **CITY OF SALISBURY** is acknowledging a 15-year term of this MOA from the date of signature on this Agreement. This commitment is essential in ensuring the center's stability, continuity, and the ability to foster significant advancements in science, technology, engineering, and mathematics. The term shall commence on the date that the STEM Center is completed and shall end at midnight on the fifteenth (15th) anniversary of the date of Completion.
5. **CHILD PROTECTION/BACKGROUND CHECKS:** Certify that it has appropriate criminal background screening procedures in place, to the extent permitted by state, local, and federal law, to evaluate any employee, contractor, or volunteer working under this award that is expected to have direct substantial contact with minor children. Direct substantial contact is defined as contact that is regular, continuous, and personal in nature.

Specifically, through your signature, the CITY OF SALISBURY certifies that while this MOA is in place:

(Please initial)

- ___ a) All employees, interns, volunteers, coaches, mentors, and anyone working directly with children in a CRSF sponsored or supported program have successfully submitted and passed a national background check.
- ___ b) All background checks are conducted annually, for as long as your organization remains an external partner of CRSF.
- ___ c) All background checks resulting in a reported finding of sexual abuse or molestation will result in that individual being permanently banned from working or volunteering with the CRSF.
- ___ d) All employees, interns, and volunteers have been provided with and have read the CRSF polices related to child protection and have viewed all the CRSF Child Protection Training Videos (as made available CRSF).
- ___ e) It has a thorough understanding of state/local laws governing the organization, specifically those related to child abuse, and has appointed a Compliance Officer to properly respond to any incident or allegation of child abuse, which shall be reported immediately upon discovery to local child welfare agency and/or law enforcement.
- ___ f) It will immediately report any incident or allegation of child abuse to the National Center for Missing and Exploited Children's Cyber TipLine (www.missingkids.org or 1-800-THE-LOST) and will post guidelines for reporting of incidents in a public location at its facilities.
- ___ g) Your organization agrees to ensure program staff register and view CRSF training material as provided on CRSFPortal.org.
- ___ h) Your organization agrees to ensure organizational leadership (Executive Director, VP, etc.) register and view materials related to Child Protection Policy, as available on CRSFPortal.org

9. **PUBLICITY AND USE OF LOGO:** Your organization agrees to actively work with local media, community partners, and CRSF staff to promote program activities and events, following guidelines and press releases as directed by the Cal Ripken, Sr. Foundation. Use of the CRSF or Ripken name (including name, likeness and logo) is prohibited without prior written consent of the CRSF.

III. AGREEMENT:

Upon execution by the parties of this MOA, the following shall be applicable:

This Agreement and attached Exhibits contain the entire understanding between the parties with respect to the subject matter set forth in this Agreement, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written.

If the foregoing meets with your approval, please sign this MOA as provided below, and the duplicate original enclosed herewith, and return the duplicate to our attention whereupon this shall constitute the understanding between the parties in accordance with the terms and provisions set forth above.

WITNESS WHEREOF, with the intent to be legally bound hereby, the parties agree as set forth above.

CAL RIPKEN, SR. FOUNDATION, INC.

By: _____

_____ Date

CITY OF SALISBURY, Mayor John R. Heath

By: _____

_____ Date