



## CITY OF SALISBURY CITY COUNCIL AGENDA

---

OCTOBER 23, 2023

6:00 p.m.

Salisbury Headquarters at 115 S. Division St. and Zoom Video Conferencing

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Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:02 p.m. CITY INVOCATION- Pastor Greg Carlson, Park Seventy-day Adventist Church
- 6:04 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:05 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- September 11, 2023 Council Meeting Minutes
  - **Resolution No. 3287**- approving the appointment of Jessica Cook to the Disability Advisory Committee for the term ending October 2026
- 6:08 p.m. AWARD OF BIDS- Procurement Director Jennifer Miller
- ITB A-24-103 Various Water Treatment Chemicals \$1,759,952.00 (1st yr. estimate)
  - TB 24-110 Wireless Voice, Data and Accessories \$ 97,500.00 (1st yr. estimate)
- 6:12 p.m. RESOLUTION- City Administrator Andy Kitzrow
- **Resolution No. 3288**- authorizing the Mayor to sign a memorandum of agreement with Cal Ripken Sr. Foundation for a stem lab donation to the Newton Street Community Center
  - **Resolution No. 3289**- to approve and adopt Water and Sewer Extension Policy
- 6:16 p.m. ORDINANCES- City Attorney Ashley Bosché
- **Ordinance No. 2833**- 2<sup>nd</sup> reading- authorizing the Mayor to appropriate funds for the Newton Community Center Project
  - **Ordinance No. 2834**- 2<sup>nd</sup> reading- to authorize the Mayor to appropriate funds for the Lot 5 Compliance project
  - **Ordinance No. 2835**- 1<sup>st</sup> reading- authorizing the Mayor to appropriate funds for land acquisition for North Prong Park Project
  - **Ordinance No. 2836**- 1<sup>st</sup> reading- to set fees for FY 2024 and thereafter unless and until subsequently revised or changed
  - **Ordinance No. 2837**- 1<sup>st</sup> reading- 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

- 6:25 p.m. PUBLIC COMMENTS
- 6:35 p.m. ADMINISTRATION and COUNCIL COMMENTS
- 6:40 p.m. ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk's Office, Salisbury Headquarters Building, 410-548-3140 or on the City's website [www.salisbury.md](http://www.salisbury.md). City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council's meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.

**NEXT COUNCIL MEETING – November 13, 2023**

- Ordinance No. \_ - 1<sup>st</sup> reading - budget amendment for State of MD Grant for Infrastructure (HB200)
- Ordinance No. \_ - 1<sup>st</sup> reading- budget amendment for MDFF
- **Ordinance No. 2835**- 2<sup>nd</sup> reading- authorizing the Mayor to appropriate funds for land acquisition for North Prong Park Project
- **Ordinance No. 2836**- 2<sup>nd</sup> reading- to set fees for FY 2024 and thereafter unless and until subsequently revised or changed
- **Ordinance No. 2837**- 2<sup>nd</sup> reading- 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

Join Zoom Meeting

<https://us02web.zoom.us/j/88163253286?pwd=K3RtZUhUMHNucDRPU2IHbnROQzZVUT09>

**Meeting ID:** 881 6325 3286

**Passcode:** 812389

Phone: 1.301.715.8592

*Posted 10/19/23*

1 **CITY OF SALISBURY, MARYLAND**

2  
3 **REGULAR MEETING**

**SEPTEMBER 11, 2023**

4  
5 **PUBLIC OFFICIALS PRESENT**

6  
7 Council President April R. Jackson  
8 Council Vice-President Angela M. Blake  
9 Councilmember Megan Outten

Mayor John R. "Jack" Heath  
Councilmember Michele Gregory

10  
11 **IN ATTENDANCE**

12  
13 City Administrator Andy Kitzrow, City Attorney Ashley Bosche, City Clerk Kimberly Nichols,  
14 and members of the public

15 \*\*\*\*\*

16 **CITY INVOCATION – PLEDGE OF ALLEGIANCE**

17  
18 The City Council met in Legislative Session at 6:00 p.m. in Council Chambers of the Salisbury  
19 Headquarters Building and via Zoom. Council President April Jackson called the meeting to  
20 order. After calling for a moment of silent meditation for those who lost their lives during the  
21 9/11 attacks, President Jackson invited everyone to recite the pledge to the flag. Since the  
22 scheduled pastor was not in attendance to provide the City invocation, a moment of silent  
23 meditation was observed.

24  
25 **MOMENT OF REFLECTION**

26  
27 Mayor John R. "Jack" Heath addressed the public with the following message:

28  
29 "Ladies & Gentlemen, tonight we acknowledge the past wrongdoings from those who worked  
30 within these walls who contributed to the lynching of Matthew Williams. We condemn the actions  
31 of anyone who was involved in this incident. Let us now observe a moment of silence in  
32 remembrance of Matthew Williams and all victims of racial violence. As we move forward, let us  
33 unite in the commitment to creating a safe and inclusive space where everyone's voice can be  
34 heard. Our goal is to come together as one community dedicated to building a prosperous and  
35 harmonious Salisbury. Thank you very much".

36  
37 **ADOPTION OF LEGISLATIVE AGENDA**

38  
39 President Jackson called for a motion to adopt the legislative agenda. Ms. Gregory moved, Ms.  
40 Outten seconded, and the vote was unanimous (4-0) to approve the legislative agenda.

41  
42 **CONSENT AGENDA-** presented by City Clerk Kimberly Nichols

43  
44 The Consent Agenda, consisting of the following items, was unanimously approved on a motion  
45 and second by Ms. Gregory and Ms. Blake, respectively.

- 46  
47 • July 17, 2023 Work Session Minutes

- 48 • *July 31, 2023 Special Meeting Minutes*  
49 • *August 7, 2023 Work Session Minutes*  
50 • *Resolution No. 3282- to approve the appointment of Chelsye Phillips-Hutton to the*  
51 *Zoo Commission for term ending September 2027*

52  
53 *President Jackson said the Council appreciated Ms. Phillips-Hutton for volunteering to serve.*

54  
55 **RESOLUTION-** *presented by City Administrator Andy Kitzrow*

- 56  
57 • **Resolution No. 3283- to establish a Public Art Committee**

58  
59 *Ms. Outten moved, Ms. Gregory seconded, and the vote was unanimous to approve*  
60 *Resolution No. 3283.*

61  
62 *Ms. Blake commented that she thought it was a fantastic idea and she really was looking*  
63 *forward to seeing the Arts that would come out of this. Ms. Outten added, that for*  
64 *anyone looking to check out the Master Plan, there was a wonderful presentation last*  
65 *week during the Work Session. Anyone interested in learning more about it could view it*  
66 *on PAC14 or view the Work Session packet on the City website. It was exciting to see*  
67 *that we were reinvesting in the Arts. It was a great way to reengage our artists, too.*  
68 *Council President Jackson said she loved the bright, bold colors signifying who we*  
69 *really were. It spoke volumes when we had tourists come in. Most of the murals were*  
70 *history and generations to come would know our history in Salisbury.*

71  
72 *Ms. Outten asked when this would be effective and Mr. Kitzrow answered immediately.*

73  
74 **ORDINANCES-** *presented by City Attorney Ashley Bosche*

- 75  
76 • **Ordinance No. 2820-** *2<sup>nd</sup> reading- to approve a budget amendment of the FY24 General*  
77 *Fund Budget to appropriate funds received from the Blue Heron Agility Association of*  
78 *Delaware*

79  
80 *Ms. Gregory moved, Ms. Outten seconded, and the vote was unanimous to approve*  
81 *Ordinance No. 2820 for second reading.*

- 82  
83 • **Ordinance No. 2822-** *2<sup>nd</sup> reading- to convert Calvert Street from US 13 Business North*  
84 *to 300 feet west to one-way westbound traffic only*

85  
86 *Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous to approve*  
87 *Ordinance No. 2822 for second reading.*

- 88  
89 • **Ordinance No. 2823-** *2<sup>nd</sup> reading- to approve a budget amendment of the FY2024*  
90 *General Fund Budget to appropriate additional funds required for legal services*

91  
92 *Ms. Outten moved, Ms. Gregory seconded, and the vote was unanimous to approve*  
93 *Ordinance No. 2823 for second reading.*

94



95 • **Ordinance No. 2824-** *1<sup>st</sup> reading- approving a budget amendment of the FY2024*  
96 *General Fund Budget to appropriate funds to the Department of Field Operations*  
97 *Budget for increased overtime*  
98

99 *Ms. Blake moved, Ms. Gregory seconded, and the vote was unanimous to approve*  
100 *Ordinance No. 2824 for first reading.*  
101

102 • **Ordinance No. 2825-** *1<sup>st</sup> reading- to authorize the Mayor to enter into a contract with*  
103 *the Maryland State Arts Council for the purpose of accepting grant funds in the amount*  
104 *of \$17,846 and to approve a budget amendment to the Grant Fund to appropriate these*  
105 *funds to be used for eligible expenses associated with a Public Art Fund for the Arts &*  
106 *Entertainment District*  
107

108 *Ms. Gregory moved, Ms. Blake seconded, and the vote was unanimous to approve*  
109 *Ordinance No. 2825 for first reading.*  
110

111 • **Ordinance No. 2826-** *1<sup>st</sup> reading- approving a budget amendment of the FY2024*  
112 *General Fund Budget to appropriate additional funds required for a Downtown*  
113 *Ambassador Program*  
114

115 *Ms. Blake moved, Ms. Gregory seconded and the vote was unanimous to approve*  
116 *Ordinance No. 2826 for first reading.*  
117

118 • **Ordinance No. 2827-** *1<sup>st</sup> reading- amending Chapter 5.69 of the Salisbury City Code to*  
119 *include exclusions from the Paper Carryout Bag Fee*  
120

121 *Ms. Gregory moved, Ms. Blake seconded, and the vote was unanimous to approve*  
122 *Ordinance No. 2827 for first reading.*  
123

124 **PUBLIC COMMENTS**  
125

126 *The following comments were provided by seven members of the public:*  
127

128 • *Speaker said he inquired about the local processes to certify licensing of recovery homes*  
129 *with the Local Behavioral Health Department Officer. He learned they did not certify*  
130 *recovery homes; that was done by the State Health Department. The role of the local*  
131 *Behavioral Health Department was to inspect for the State Health Department. He asked*  
132 *if they had ever inspected for the State and was told that was confidential information.*  
133 *He requested the enabling language that required that information to be confidential. He*  
134 *had not received a reply from the local or the State Health Departments. He asked what*  
135 *the contents of the inspections would be and the local department replied it would be a*  
136 *visual inspection with no inspection points listed. This left them with another claimed*  
137 *safety check in the process of certifying and licensing recovery homes that did not hold*  
138 *up to scrutiny. There was no local county health department oversight of the recovery*  
139 *housing. As the City moved forward with drafting an ordinance to regulate recovery*  
140 *houses and how they were governed, he hoped they would keep in mind the Somerset*  
141 *County homeless shelter was shut down because of mismanagement and violations of*

142 *best practices and financial reporting which has resulted in a displacement of the*  
143 *homeless population, arriving in Salisbury and creating conflict with Salisbury-based*  
144 *homeless people. The stakes were real and the process protected the clients in those*  
145 *homes and did not displace them if everything was done properly. Homes4Hope was*  
146 *speaking publicly about suing the City if it did not their way. He believed the City had a*  
147 *good position based on the regulations he was reading. He said the stakes were very*  
148 *high and there were human beings in this who needed this process to work well.*

- 149 • *Speaker said he wouldn't be here but for the efficiency, professionalism, compassion and*  
150 *care of the City Emergency Medical Services. Since January, unfortunately, that has*  
151 *happened multiple times and he was grateful to the men and women of the EMS. He said*  
152 *in the City of Salisbury one could operate a dog breeding business. It was happening,*  
153 *and he did not know how Animal Control did their jobs. Wicomico County just passed a*  
154 *stricter, more effective, and efficient dog ordinance. We only had a \$50 fine for a*  
155 *citation. He asked the City to take a look at the County ordinance and mirror it. Waverly*  
156 *Drive was a speedway now that it was flat. There were no obstructions and he requested*  
157 *law enforcement to enforce the speed limit, safety, truck restrictions posted on Waverly.*  
158 *It was very dangerous for pedestrians.*
- 159 • *Speaker was concerned with the recovery homes, one of which was next door to her. It*  
160 *had eight gentlemen or more, and the traffic and different unknown cars were a concern.*  
161 *There now was strange activity the residents never had to worry about before. Middle*  
162 *Boulevard was only .2 of a mile long and there were sixteen or more men in recovery*  
163 *with a daycare center across the street. She asked where this would stop. 708 Riverside*  
164 *Drive, less than ½ mile from Middle Boulevard, had six men living there. Within less*  
165 *than a mile there were 22 or more recovering addicts. The relapse rate was quite high*  
166 *for opioids. There was going to be another house on the market on her street soon. She*  
167 *asked who was regulating this and understood that the City did not know about this.*
- 168 • *Speaker said that Waverly Drive made sense to her, like Riverside Drive. She requested*  
169 *that the City not start Eastern Shore Drive. She understood it was in the pipeline, and*  
170 *that it would be a wonderful addition. She recalled Mayor Heath saying that the City*  
171 *would evaluate the projects that were already in the works before moving onto new.*  
172 *Please really look at what was in place. She was assuming that grant money paid for all*  
173 *of the initial work, but who was paying for re-dos. She asked who paid for Waverly, and*  
174 *who would pay to re-do Fitzwater and Isabella Streets. She suggested that the \$12*  
175 *million received from the Department of Transportation be used for re-dos and review*  
176 *projects that Mayor Heath has talked about before starting one more thing.*
- 177 • *Speaker was concerned about taking huge gifts and grants without budgeting for the*  
178 *maintenance of what was the result. She gave examples of Eastern Shore Drive, Vision*  
179 *Zero and some of the new developments around town that have not been factored into*  
180 *the maintenance budget for future years. They will come back and haunt us at budget*  
181 *time, such as Ordinance No. 2824, which increased overtime. In City staff's own words,*  
182 *in recent months, the combination of an expanded residential footprint of the City as*  
183 *well as other maintenance issues have cost additional "unforeseen costs" which a good*  
184 *fiscal manager would have been able to foresee. Another example was back in 2006*  
185 *there was a Deed of Preservation Easement attached to a \$150,000 grant from the*  
186 *Maryland Historic Trust to the City to repair and construct the pavilion and three of the*  
187 *major bridges in City Park. With that money, she thought the new pedestrian bridge at*  
188 *Ben's Red Swings was constructed. Due to lack of any maintenance whatsoever, there*

189 *were some horrible disrepair on these bridges and facilities. These were not factored in*  
190 *our maintenance budget. She passed out photographs of the City Park bridges showing*  
191 *damage and disrepair and a copy of a Deed of Preservation Easement which are*  
192 *attached and made part of these minutes.*

- 193 • *Speaker said that anyone who attended the City's Open and Closed Meetings on June*  
194 *20<sup>th</sup> believed that during the Closed Session the Council decided to approve the contract*  
195 *to sell all of Parking Lots 11, 15 and part of Lot 1 to a developer and voted to do so*  
196 *without further discussion of the contract when it returned to an Open Session. The*  
197 *Open Meetings Compliance Board (OMCB) has ruled the discussion was unlawful*  
198 *because it should have occurred in an Open Meeting for the public to watch and listen.*  
199 *The OMCB ruled that the discussion went beyond the interchange between the client*  
200 *public body and its lawyer. As the Council's Closed Session summary indicated, the City*  
201 *Administrator fielded questions from the Council. The Council was not only consulting*  
202 *with Council to obtain legal advice. She said they concluded the Council violated the act*  
203 *when they closed its meeting under the legal advice exception. In her complaint to the*  
204 *board she asked that it recommend the minutes and recording of the Closed Session be*  
205 *released to the public. The OMCB Opinion indicated it was not authorized to make the*  
206 *recommendation, but she said if the Council respected the citizens it would release them.*
- 207 • *Speaker said this would be the last regular meeting before the Folk Festival and hoped it*  
208 *all went well. Remember, this would be the last one if all of the development planned*  
209 *goes through where there would be parking on Lot 15, Lot 11, Lot 1, and Lot 10. They,*  
210 *and Lot 30 would be gone, depending on how fast the development went. He reiterated*  
211 *thought the Eastern Shore Drive project had been stopped. By converting it to one lane*  
212 *in each direction, traffic jams would be built in. It was heavily used at times and there*  
213 *were many turns into commercial property. He said to not start the project and rethink*  
214 *the one approved on June 20<sup>th</sup>. If it has not been signed, reconsider that decision. The*  
215 *Closed Session was unlawful and the development would devastate Downtown.*
- 216 • *Speaker said he was a property owner, resident, tax payer, concerned citizen and an*  
217 *attorney who represented indigent and struggling people trying to turn their life around.*  
218 *His fiancé recently bought a home on Union Avenue and while moving out of his home*  
219 *he learned of the law stipulating they had to be single family occupied. He said he*  
220 *thought it was odd but didn't do anything because he thought it did not affect him. He*  
221 *learned the purpose was to prevent college kids from taking over. The irony there was*  
222 *obvious as the Ross loomed over Downtown and he was concerned that this limitation*  
223 *precluded people from finding affordable housing, did not protect from kids taking over,*  
224 *was antiquated and probably unconstitutional as it likely violated the Fair Housing Act*  
225 *He had concerns for the City's exposure and many of his clients who relied on housing*  
226 *that it did not fall into a single-family house such as Homes4Hope and other recovery*  
227 *housing. He said that the relapse rates of recovery was relatively high but significantly*  
228 *lower for those ready and chose to live in recovery homes which provided significant*  
229 *oversight, frequent random urine drug tests, and they were frequently unable to go*  
230 *places unless approved. He was concerned the ordinance was used against those places*  
231 *and the residents would lose their housing and recovery. The City would not benefit from*  
232 *that. He was concerned how that exposed the City and himself as a taxpayer. Substance*  
233 *use disorder was recognized under the ADA and discrimination was unlawful. Drug*  
234 *Court Graduation was October 13. These people have turned their lives around and*  
235 *have spent hundreds of hours giving back.*

- 236 • *Speaker congratulated President Jackson and Vice President Blake for their positions*  
237 *and all were women. She thought it may be historical to have a whole Council of women.*  
238 • *Speaker who lived on Middle Boulevard for 26 years and had two young daughters,*  
239 *stood in solidarity with his neighbors’ concerns with the two houses. He said he had*  
240 *nothing against recovery and understood their struggles but he worried about the*  
241 *occupancy of the two houses. Council needed to decide how this would play out and set*  
242 *precedence. When he found out about them he contacted Councilmember Outten and she*  
243 *had no knowledge about it. It was done under the cover of darkness. They could not get*  
244 *truthful answers from the owner of the establishments, which raised suspicion. He and*  
245 *his neighbors were all taxpayers and voters. Families who used the daycare center could*  
246 *react and pull their children out. He hoped Council thought very deeply about this.*  
247 • *Speaker, who was President of the Wicomico County NAACP was looking forward to the*  
248 *City moving forward with true representation, diversity and understanding so that when*  
249 *the issue regarding this old firehouse was , it was not just the firehouse but systemic*  
250 *issues. She said she was glad that the Council was bringing them on board so they could*  
251 *discuss a resolution or some sort of official apology from the City. This was not just*  
252 *about a building, but about bringing healing and closure. There were people of color*  
253 *who said they did not feel welcome in the Downtown area, and this would send out a*  
254 *message that the City was inclusive of everyone.*  
255

256 *President Jackson thanked the speakers for their comments and concerns.*  
257

#### 258 **ADMINISTRATION AND COUNCIL COMMENTS**

259

260 *Mr. Kitzrow welcomed new Communications Director Shawn Yonker, present in the audience. Mr.*  
261 *Boda’s first day was today as Director of Housing and Community Development. The Maryland*  
262 *Folk Festival was soon so please come out and enjoy the festivities September 22<sup>nd</sup> through 24<sup>th</sup> .*  
263 *During Public Comments they received a lot of questions and concerns. He received a copy of all*  
264 *the slips so if there was anything he could address, feel free to contact him for greater detail.*  
265

266 *Mayor Heath said that Friday, September 15<sup>th</sup> was Third Friday with the theme Artscape. On the*  
267 *side of the school buses, the stop signs meant to not go faster. He saw the second one in two weeks*  
268 *go right by and it was on Eastern Shore Drive. If you see someone do it, honk at them as someone*  
269 *was going to get hurt or killed. He saw an ambulance going down Rt. 13 the other day. For about*  
270 *five minutes no one pulled over. If you can give blood, please do. The area was still short on supply.*  
271

272 *Ms. Gregory announced to serve on the Arts Committee, go on the City website and apply. She was*  
273 *looking forward to seeing what the committee came up with. Regarding the comments about the*  
274 *disrepair in the parks, she reminded the public that we had a pandemic and that was not the focus*  
275 *of attention. We have been playing catch up ever since, so give Field Ops a little grace to catch up.*  
276 *We were still in need of volunteers for the Folk Festival. Sign up at [MDFolkFest.com/volunteer](http://MDFolkFest.com/volunteer).*  
277

278 *Ms. Blake asked the public to donate blood. One pint could save up to three lives. Consider*  
279 *donating plasma and becoming an organ donor. She said vestibular disorders were very near*  
280 *and dear to her and she would be sharing information. Oftentimes it was about balance and it*  
281 *impacted the quality of people’s lives.*

282 Ms. Outten thanked everyone for coming out and staying engaged on the issues. She asked Mr. Unis  
283 to stay after the meeting for continued discussion and she thanked Ms. Dashiell and Mr. Maher for  
284 their comments. Speeding in the neighborhoods was a big concern and DID was looking how to  
285 tackle the issues. She did a ride along last week with the Salisbury Police Department and got to see  
286 what they were experiencing in their day to day. They were happy to see the Ambassador Program  
287 Downtown to help ease some of their pressures. She said there was an upcoming event in District 3  
288 and a desire to revive the Camden Neighborhood Association since it dissolved after Covid.  
289 September 19<sup>th</sup> from 6pm to 7pm there would be an event at Newton Street Community Center.

290

291 Ms. Jackson agreed with Mayor Heath’s concerns with the school buses and asked parents to be  
292 sure their children crossed the streets in the cross walks. She has seen an overwhelmingly number  
293 of opioid use in her district every day. It was not just in her district, it was everywhere. She asked  
294 the citizens to keep coming out to the meetings, as their voice meant a lot.

295

296 **OPEN MEETINGS COMPLIANCE BOARD (OMCB) STATEMENT**

297

298 Council President Jackson then read the following statement regarding the decision of the OMCB:

299

300 “Official Opinion of the Maryland Open Meetings Compliance Board issued 9/11/23

301

302 Complainants alleged that the Salisbury City Council violated the Open Meetings Act by improperly  
303 discussing a contract in closed session. The Council responded that it properly closed the meeting  
304 to consult with counsel to obtain legal advice. The Council was entitled to enter closed session to  
305 ask questions of its attorney, but because the Council’s closed session discussion went beyond the  
306 receipt of legal advice, the Council violated the Act.

307

308 The State of Maryland Open Meetings Compliance Board’s review of the closed session minutes  
309 reveals that members of the Council received legal advice during the closed session. But the  
310 discussion went beyond the mere interchange between the client public body and its lawyer. As the  
311 Council’s closed session summary indicates, the City Administrator also fielded questions from the  
312 Council. During this and other parts of the closed session discussion, the Council was not merely  
313 “consulting with counsel to obtain legal advice.”

314

315 Because the Council did not invoke any other exception under § 3-305(b) that would have permitted  
316 such discussions to take place in a closed session, the conclusion is that the Council violated the Act  
317 when it closed a meeting to the public under the legal advice exception of § 3-305(b)(7) but then  
318 engaged in closed-session discussions that exceeded the bounds of that exception.”

319

320 **ADJOURNMENT**

321

322 With no further business to discuss, the Legislative Session adjourned at 7:19 p.m.

323

324

325

326

327

328

CITY OF SALISBURY, MARYLAND  
CLOSED SESSION  
AUGUST 28, 2023

329  
330  
331  
332  
333  
334 *TIME & PLACE:* 7:17 p.m., Council Chambers, Salisbury Headquarters Building  
335 *PURPOSE:* To discuss the appointment, employment, assignment, promotion, discipline,  
336 demotion, compensation, removal, resignation, or performance evaluation of  
337 appointees, employees, or officials over whom this public body has  
338 jurisdiction; or any other personnel matter that affects one or more specific  
339 individuals;

340 *VOTE TO CLOSE:* Unanimous (4-0)

341 *CITATION:* Annotated Code of Maryland §3-305(b)(1)

342 *PRESENT:* Council Vice-President April R. Jackson, Councilmember Angela M. Blake,  
343 Councilmember Michele Gregory, Councilmember Megan Outten, Acting Mayor John R. Heath,  
344 City Administrator Andy Kitzrow, Acting Assistant City Administrator Tom Stevenson, Muir Boda,  
345 City Attorney Ashley Bosché, City Clerk Kim Nichols

346 \*\*\*\*\*  
347 *The City Council convened in a Special Work Session at 6:00 p.m. in Council Chambers of the*  
348 *Government Office Building and via Zoom Video Conferencing on August 28, 2023. At 6:02 p.m.*  
349 *upon the adjournment of the Special Work Session, Council then convened in the regularly*  
350 *scheduled Legislative Session which adjourned at 7:13 p.m.*

351  
352 *Vice President April Jackson called for a motion to enter into Closed Session to discuss the*  
353 *appointment, employment, assignment, promotion, discipline, demotion, compensation, removal,*  
354 *resignation, or performance evaluation of appointees, employees, or officials over whom this public*  
355 *body has jurisdiction; or any other personnel matter that affects one or more specific individuals as*  
356 *permitted under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland*  
357 *General Provisions Article § 3-305(b)(1).*

358  
359 *Ms. Blake moved, Ms. Outten seconded, and the vote was unanimous (4-0) to convene in Closed*  
360 *Session. Following a break to allow the public to exit, the Closed Session convened at 7:17 p.m.*

361  
362 *Mr. Kitzrow explained the search and interview process conducted by Administration for filling the*  
363 *vacant Director of Housing and Community Development position. The candidate was invited into*  
364 *the Closed Session at 7:23 p.m. After discussion with the candidate, Council unanimously approved*  
365 *the Mayor's recommendation for the position of Director of Housing and Community Development.*

366  
367 *At 7:27 p.m. Ms. Outten moved, Ms. Gregory seconded, and the vote was unanimous (4-0) to*  
368 *adjourn the Closed Session.*

369  
370 *Council immediately reconvened in Open Session and Vice President Jackson reported that Council*  
371 *had met in Closed Session in accordance with the Annotated Code of Maryland General Provisions*  
372 *Article 3-305(b)(1) and interviewed the Mayor's recommendation for Director of Housing and*  
373 *Community Development. The meeting was held in Closed Session to protect the confidentiality of*  
374 *the candidate.*

376 *The Open Session was then adjourned.*

377

378

379 \_\_\_\_\_  
*City Clerk*

380

381

382 \_\_\_\_\_  
*City Council President*

Return to:  
C: Sherman  
Maryland Historical Trust  
100 Community Place  
Crownsville, Md. 21032

LIBER 2715 FOLIO 765

MM

DEED OF  
PRESERVATION EASEMENT

THIS DEED OF PRESERVATION EASEMENT is made as of this 23<sup>rd</sup> day of November, 2006 by and between the MAYOR AND CITY COUNCIL OF SALISBURY, now known as the CITY OF SALISBURY (the "Grantor"), and the MARYLAND HISTORICAL TRUST, an instrumentality of the State of Maryland (the "Grantee").

WHEREAS, Grantee is a body corporate and instrumentality of the State of Maryland created for the purpose generally of preserving and maintaining historic, aesthetic and cultural properties, all as is more particularly provided for by law; and

WHEREAS, the real property as hereinafter described (the "Property") has substantial historic, aesthetic and cultural character and this Deed of Preservation Easement (this "Deed") will promote the preservation and maintenance of the Property and its historic, cultural, scenic and aesthetic character; and

WHEREAS, Grantee is possessed with the power and duty to accept, hold and administer this Deed; and

WHEREAS, Grantee has determined that the easement contained within this Deed is exclusively for conservation purposes; and

WHEREAS, in accordance with Chapter 204 of the Laws of Maryland 2003 (the "Act") and the terms and conditions of a letter of approval from the Department of General Services on behalf of the Board of Public Works ("BPW") to the Grantor dated May 6, 2004, and further pursuant to a Capital Project Grant Application submitted by the Grantor, BPW has approved a grant in the amount of up to ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) (the "BPW Grant"), to be made to the Grantor for the purpose of financing, in part, the repair and reconstruction of the historic bandstand pavilion, pedestrian bridges, the Beaverdam Bridge, the Picnic Island Bridge, and the Memorial Drive bridges located in the City Park in Salisbury, including any applicable architects' and engineers' fees; and

WHEREAS, the Act requires as a condition precedent to the making of the BPW Grant that the Grantor shall submit evidence satisfactory to BPW of matching funds at least equal to the amount of the BPW Grant, which condition has been satisfied; and

≅  
≅ \$300K

WHEREAS, the Act requires as a condition precedent to the making of the BPW Grant that the Grantor, as owner of the Property, convey a perpetual preservation easement in form and substance acceptable to the Maryland Historical Trust.

Pg 1072

"24.2744 ACRES"  
See pg 106 of  
mht.maryland.gov  
CURRENT TOTAL EASEMENTS



NAME OF PROPERTY (w/ alternative name)		LOCATION	CITY	ACRES	INVENTORY #	LIBER	FOLIO
Poplar Hill at Pemberton Hall	House at Poplar Hill Labor Camp	Pemberton Hall	Salisbury	0.69	WI-38	1763	792
Poplar Hill Mansion	Pemberton's Good Will	117 Elizabeth Street	Salisbury	0.86	WI-8	831	75
Rockawalkin School		1300 Pemberton Drive	Salisbury	0.55	WI-77	837	436
Salisbury City Park	Municipal Park	Adjoining East Main Street, Snow Hill Rd and South Park Drive	Salisbury	24.2744	WI-581	2715	765
				<i>deed of preservation easement in exchange for 715DK MHT grant to repair pavilion + burial zone (2011)</i>			
San Domingo Rosenwald School		11526 Old School Road	San Domingo/Sharp	1.9375	WI-676	3223	282
Whitehaven Hotel		2685 Whitehaven Road	Whitehaven	3.5	WI-103	1424	223
Whitehaven Schoolhouse		2740 Whitehaven Road	Whitehaven	0.5	WI-155	1514	744
Whitehaven United Methodist Church		2740 Church Street	Whitehaven	0.27	WI-156	2434	269

Worcester

**From:** Nancy Roisum nroisum@gmail.com  
**Subject:** Bridge deck damage  
**Date:** September 11, 2023 at 4:01 PM  
**To:** Nancy Roisum nroisum@gmail.com

City Park Bridge over Beaverdam Creek near BRS:



large hole under core,  
see next page

page 1 of 2

City Park Bridge over Beavercreek



Nancy

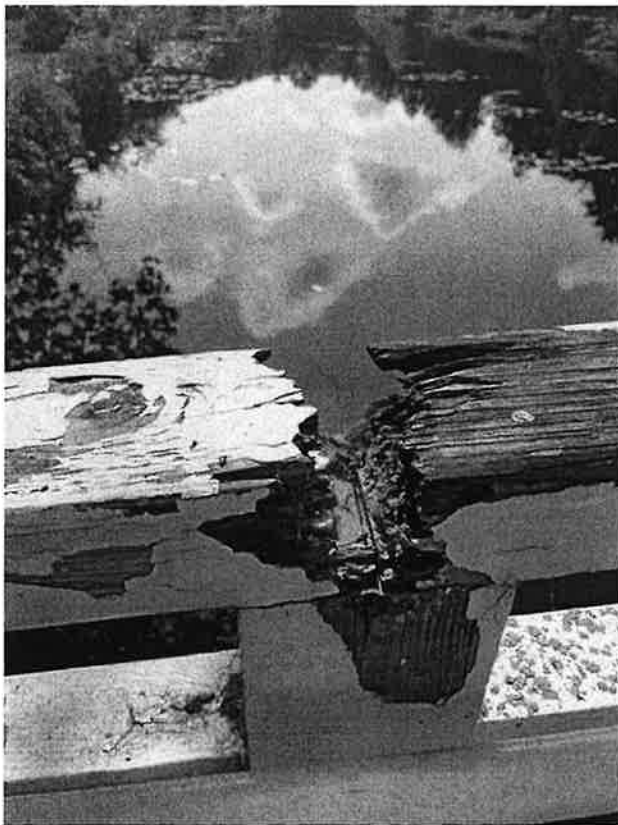
With cone moved, to  
reveal huge hole open to  
water below

page 2 of 2

From: Nancy Rolsum nrolsum@gmail.com  
Subject: City Park "Historic/White Bridge" railing pics  
Date: July 7, 2023 at 10:11 AM  
To: CITY COUNCIL Salisbury, MD allcitycouncilmembers@Salisbury.md, Mayor Jack Heath jheath@salisbury.md  
Bcc: nrolsum@gmail.com



Taken July 6, 2023 Whats being done about this? Budget? Schedule? Monitoring for safety?







Nancy



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

To: Jack Heath, Mayor  
From: Jessie Turner, Administrative Assistant  
Subject: Appointment to Disability Advisory Committee  
Date: October 19, 2023

---

The following person has applied for appointment to the Disability Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Jessica Cook	October 2026

Attached is the applicant's information and the resolution necessary for this appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments



1 **RESOLUTION NO. 3287**

2  
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following  
4 individual is re-appointed to the Disability Advisory Committee for the term ending as  
5 indicated.

<u>Name</u>	<u>Term Ending</u>
Jessica Cook	October 2026

6  
7  
8  
9  
10  
11  
12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the  
13 Council of the City of Salisbury, Maryland held on October \_\_\_\_\_, 2023.

14 ATTEST:

15  
16  
17  
18 \_\_\_\_\_  
19 Kimberly R. Nichols  
20 CITY CLERK

\_\_\_\_\_

April R. Jackson  
PRESIDENT, City Council

21  
22  
23 APPROVED BY ME THIS

24  
25 \_\_\_\_\_ day of \_\_\_\_\_, 2023

26  
27  
28 \_\_\_\_\_  
29 John R. Heath, Acting Mayor





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

**COUNCIL AGENDA – Department of Procurement**

**October 23, 2023**

**Award of Bid(s)**

- |  |   |
|--|---|
| 1. ITB A-24-103 Various Water Treatment Chemicals  | \$1,759,952.00 (1 <sup>st</sup> yr. estimate) |
| 2. ITB 24-110 Wireless Voice, Data and Accessories | \$ 97,500.00 (1 <sup>st</sup> yr. estimate)   |



# City of Salisbury

John "Jack" R. Heath, Mayor

**To:** Mayor and City Council  
**From:** Jennifer Miller  
Director of Procurement  
**Date:** October 23, 2023  
**Subject:** Award of Bids

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

#### ITB A-24-103 Various Water Treatment Chemicals

- Department: Water Works
- Scope of Work: Provide and deliver a one-year supply of various water and wastewater treatment chemicals to the City of Salisbury Water Works facilities.
- Bid date: August 14, 2023
- Bid opening: September 15, 2023 at 2:30 p.m.
- Vendors: Various (see bid tabulation and department award recommendation memo, attached)
- FY24 Budgets:
  - WTP Chemicals 82075-546004 - \$839,000.00
  - WWTP Chemicals 86083-546004 - \$1,800,000.00
- Notes:
  - Indefinite Delivery, Indefinite Quantity contract including a renewal clause (up to two additional 1-yr. terms); orders placed as needed

#### ITB 24-110 Wireless Voice, Data and Accessories

- Department: Information Services
- Scope of Work: Migration from Verizon landline phone service to Verizon Wireless phone service, and replacement of all desk phones due to Mitel MiVoice end-of-service date in 2026 and discontinuation of Mitel MiVoice licenses in June 2024
- Cooperative contract(s) & vendor information:
  - NASPO ValuePoint Master Agreement #: MA152 Wireless Voice, Data and Accessories
    - Contractor: Verizon
    - Contract Effective Dates: 04/01/2019 – 08/11/2024
- Cost: Approximately \$97,500/yr in Verizon Wireless costs (325 users @ \$25/mo)
  - Replaces Verizon landlines costs (FY23 expenses were approx. \$153,000)
- GL Account(s): Varies per department (XXXXX-555401)
- Notes:
  - No cost for equipment (desk phones); no additional maintenance costs
  - Purchasing authority per City of Salisbury Charter § SC 16-3 General Policy of Competitive Bidding, Exceptions, which states that competitive bidding is not necessary or appropriate in the following circumstances:
    - A.(4) Contracts for insurance or for public utility services.
    - A.(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.

---

Department of Procurement  
125 N. Division St., #200, Salisbury, MD 21801  
(410) 548-3190  
www.salisbury.md



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

To: Jennifer Miller, Director of Procurement

From: Cori Cameron, Director of Water Works

Subject: ITB A-24-103 Various Water Treatment Chemicals

Date: October 6, 2023

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The Department of Water Works recently advertised for various water treatment chemicals. Bids were received on 9/15/23. The received bids have been reviewed and the following vendors are recommended. All recommended bidders were the low bid for the chemicals listed.

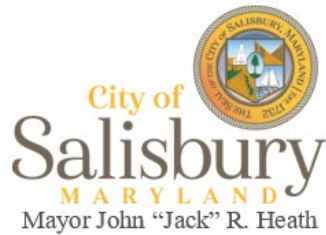
Company	Chemical	Quantity	Unit Price	Total
Coyne Chemical	Drinking Water Grade Hydrated Lime 50 lb Bags	35,000 lbs	\$0.38	\$13,345
Intercoastal Trading	Sodium Hypochlorite 12%	3,800 gallons	\$3.85	\$14,630
Intercoastal Trading	Sodium Hypochlorite 5 Gallon Drums	1,900 gallons	\$11.50	\$21,850
Intercoastal Trading	150 lb Chlorine Gas Cylinders	46,300 lbs	\$2.04	\$94,452
Kemira Water Solutions	Ferric Chloride 38%-42%	250 dry tons	\$1,117.00	\$279,250
Momar Inc.	Glycerin Carbon Source	550,000 gallons	\$2.03	\$1,116,500
Univar Solutions	Sodium Hydroxide 25% Strength	182,500 Gallons	\$1.09	\$198,925
Univar Solutions	Hydrofluorosilicic Acid	6,000 gallons	\$3.50	\$21,000

Funding for these chemicals are available in the Wastewater Treatment Plant budget chemical account #86083-546004 and the Water Treatment Plant budget chemical account # 82075-546004. Please let me know if you need any additional information.

---

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





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

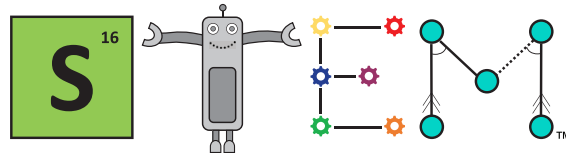
## STEM

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)

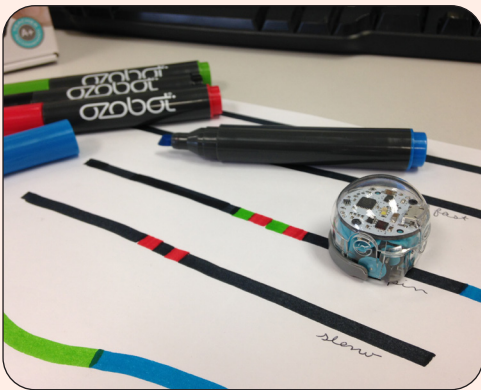
Programmable computer chip that connects coding and practical applications.

**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)

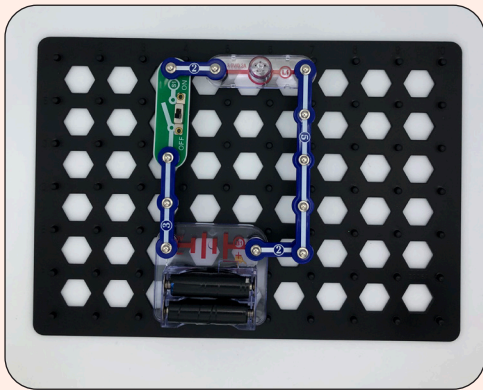
Engineering and robotics materials for kids.

**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)

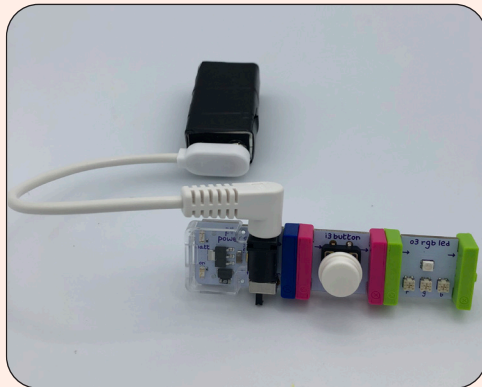
Pre-fabricated components that work together to create various circuits.

**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:**

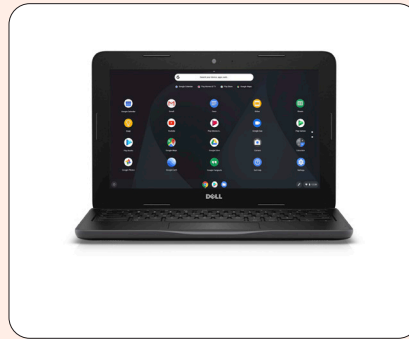
- 1 Robo3D E3 Printer
- Filament



## 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:**

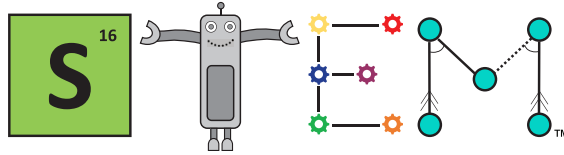
- 1 Mobile Workbench –  
*Exact model will depend on availability.*



## ADDITIONAL MATERIALS FOR EACH SCHOOL

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

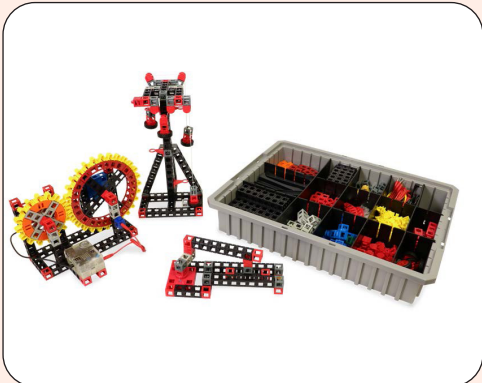
- 2 Surge protectors
- Supply of AA Batteries
- Tech Tub for charging and secure storage of Chromebooks



# 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:

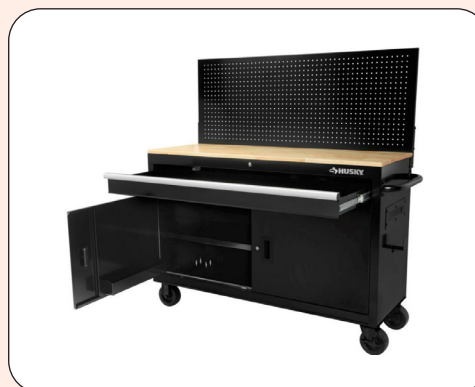
- 2 Robo3D E3 Printers
- Filament



### 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. 3288

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 23<sup>rd</sup> day of October 2023, and is to become effective  
24 immediately upon adoption.  
25  
26  
27  
28  
29

30 \_\_\_\_\_  
31 **Kimberly R. Nichols, City Clerk**

\_\_\_\_\_ **April R. Jackson, City Council President**

32  
33  
34 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
35  
36  
37  
38  
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 31<sup>st</sup>, 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 15<sup>th</sup>, 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 (15<sup>th</sup>) 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](http://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



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

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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

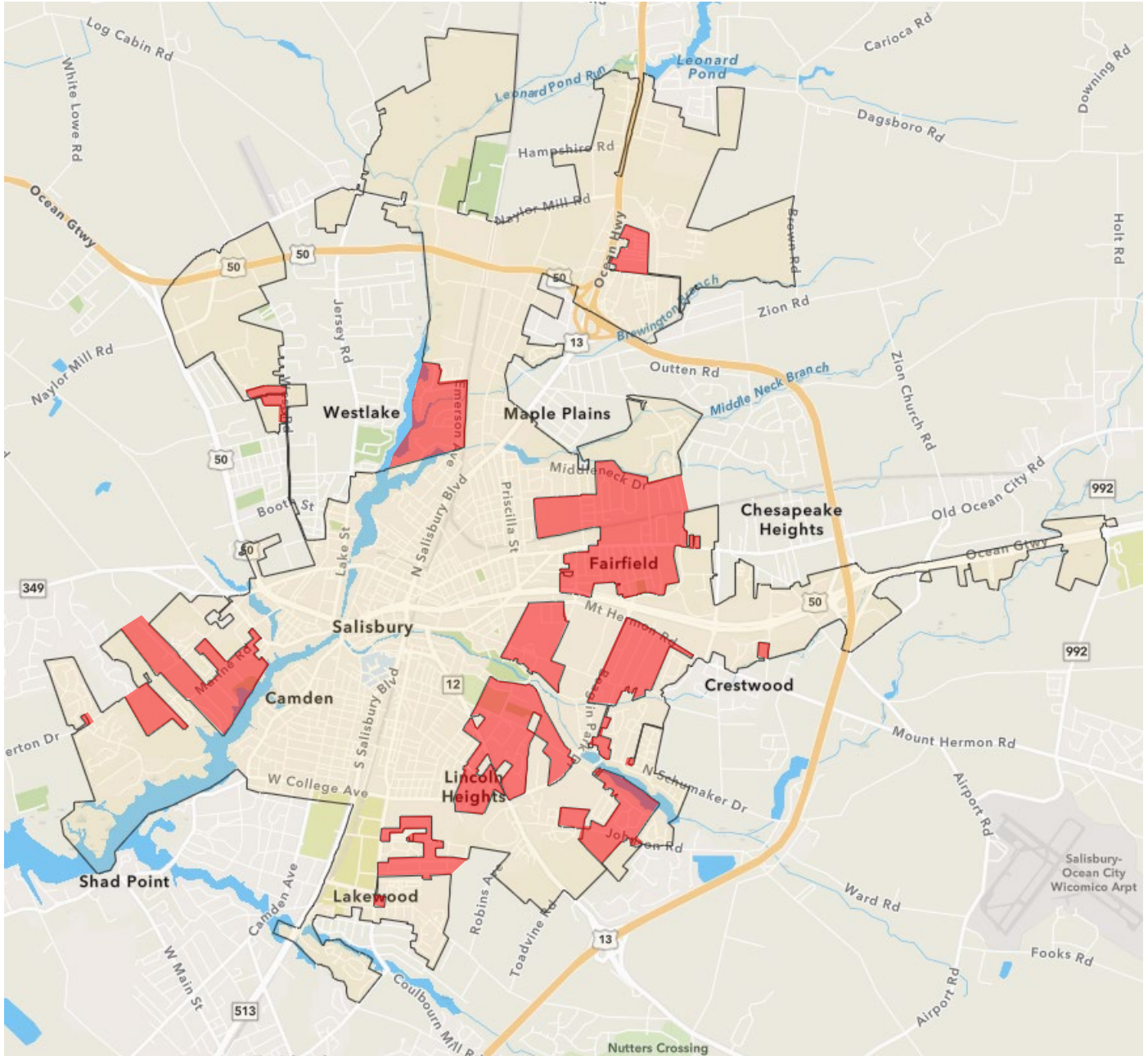
with City standards and specifications. The applicant shall prepare and submit executed deeds for utility easement and/or right-of-way to the City. Upon completion of construction and acceptance by the City, operation, maintenance and repair of the utilities shall be the responsibility of the City. The 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

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**ORDINANCE NO. 2833**

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE  
MAYOR TO APPROPRIATE FUNDS FOR THE NEWTON COMMUNITY  
CENTER PROJECT.**

**WHEREAS**, the City of Salisbury has determined an additional \$45,718.77 is needed to complete the Newton Community Center Project; and

**WHEREAS**, the City of Salisbury located \$45,718.77 no longer required for other City projects and desires to reallocate those unused funds to the Newton Community Center Project; and

**WHEREAS**, the appropriations necessary to execute this appropriation of \$45,718.77, 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 (Jack) R. Heath is hereby authorized to appropriate funds for the Newton Street Community Project in the amount of \$45,718.77.

**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 Capital Projects Budget be and hereby is amended as follows:

PROJECT		ACCOUNT			Increase	
No	Description	Org	Object	Description	Decrease	Amount
42003	Riverside Circle	98017	469312	Debt Proceeds	Decrease	6,941.77
42003	Riverside Circle	98117	513026	Construction	Decrease	6,941.77
48034	Public Works Vehicles	98017	469312	Debt Proceeds	Decrease	10,674.12
48034	Public Works Vehicles	98117	577025	Vehicles	Decrease	10,674.12
99998	Bond Issuance Costs	98017	469312	Debt Proceeds	Decrease	13,048.34
99998	Bond Issuance Costs	98117	588900	Bond Issuance Cost	Decrease	13,048.34
99999	Unallocated	98017	456110	Investment Interest	Decrease	15,054.54
99999	Unallocated	98117	513026	Construction	Decrease	15,054.54
48029	Newton Community Center	98017	456110	Investment Interest	Increase	15,054.54
48029	Newton Community Center	98017	469312	Debt Proceeds	Increase	30,664.23
48029	Newton Community Center	98117	513026	Construction	Increase	45,718.77

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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.



1 AS AMENDED ON OCTOBER 9, 2023  
2 ORDINANCE NO. 2834  
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4 AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE  
5 MAYOR TO APPROPRIATE FUNDS FOR THE LOT 5 COMPLIANCE  
6 PROJECT.  
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8 WHEREAS, the City of Salisbury has learned remedial work is required on lot 5 due to the  
9 discovery of contaminates and subsurface anomalies (hereinafter the “Lot 5 Compliance Project”); and  
10

11 WHEREAS, the City of Salisbury has determined \$89,905.53 is required for the Lot 5 Compliance  
12 Project; and  
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14 WHEREAS, funding for the project shall be provided by transferring \$89,905.53 in PayGO funds  
15 from ~~four~~ two projects that have funds not currently required (i.e. City Park Phase 1, and Main Street Master  
16 Plan, ~~North Prong Park, and Riverfront Games Park~~); and  
17

18 WHEREAS, the appropriations necessary to execute the appropriation of \$89,905.53 as provided  
19 hereinabove, must be made upon the recommendation of the Mayor and the approval of four-fifths of the  
20 Council of the City of Salisbury.  
21

22 NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE  
23 CITY OF SALISBURY, MARYLAND, as follows:  
24

25 Section 1. Acting Mayor John R. Heath is hereby authorized to appropriate funds for the Lot 5  
26 Compliance Project in the amount of \$89,905.53.  
27

28 BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF  
29 SALISBURY, MARYLAND, as follows:  
30

31 Section 2. The City of Salisbury’s General Capital Project Fund Budget be and hereby is amended  
32 as set forth in Schedule A attached.  
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34 BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF  
35 SALISBURY, MARYLAND, as follows:

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

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

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

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

46 THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of  
47 Salisbury held on the 9<sup>th</sup> day of October, 2023 and thereafter, a statement of the substance of the Ordinance  
48 having been published as required by law, in the meantime, was finally passed by the Council of the City  
49 of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
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**ATTEST:**

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**Kimberly R. Nichols, City Clerk**

\_\_\_\_\_  
**April R. Jackson, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**

**Schedule A**

Increase Decrease	Project		Account			Amount
	No	Description	Object	Org	Description	
Decrease	48041	City Park Phase I	469313	98019	Pay Go Funds	53,000.00
Decrease	48041	City Park Phase I	513026	98119	Construction	53,000.00
Increase	TBD	Compliance Lot 5	469313	98019	Pay Go Funds	53,000.00
Increase	TBD	Compliance Lot 5	513026	98119	Construction	53,000.00
Decrease	33170	Main Street Master Plan	469313	98114	Pay Go Funds	36,905.53
Decrease	33170	Main Street Master Plan	513020	98114	Engineering	977.50
Decrease	33170	Main Street Master Plan	513026	98114	Construction	35,928.03
Increase	TBD	Compliance Lot 5	469313	98114	Pay Go Funds	36,905.53
Increase	TBD	Compliance Lot 5	513026	98114	Construction	36,905.53



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. 2835**

**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**



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

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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 R. Jackson, President  
Salisbury City Council

APPROVED BY ME THIS \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
John R. Heath, Acting Mayor

## FY 2024 Fee Schedule

Licenses			
<b>Alarm Company</b>	80	Per year, Per Code 8.040.30	Police Dept
<b>Amusement</b>		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	
<b>Billboard License</b>	0.55	Per Year, per square foot	Finance
<b>Transient Merchants and Mobile Vendors</b>		Per Code 5.32.070	ABCD
New application	100		
Renewal	50	Per year	
<b>Hotel License</b>	50	Per Code 5.68.060	ABCD
<b>Fortune Telling License</b>	100		ABCD
<b>Door to Door Solicitors</b>	100	Plus \$40 background check performed, Per year, Per Code 5.34.070	City Clerk
<b>Pool Table</b>		Per Code 5.48.020	Finance
1	10	Each	
Additional tables over 1	5	Each	
<b>Restaurant</b>	80	Per year, Per Code 5.52.060	Finance
<b>Theatre</b>	75	Per year, Per Code 5.60.040	Police Dept
<b>Towing Company</b>			Police Dept
Application Fee	80		
License	80	Per Code 5.64.030	

Misc. Fees (by Business Development)			
<b>Food Truck Pad Rental</b>	50	Per month	
<b>Trolley Rental Fee</b>			
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)			
<b>Return Check Fee</b>	40		

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

## FY 2024 Fee Schedule

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

Landlord Licenses and Other Misc. fees (by the HCDD Department)		
<b>Landlord License Fee 1<sup>st</sup> Year</b>		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	
<b>Landlord License Unit Registration 1<sup>st</sup> Year</b>		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	
<b>Landlord License Fee Renewal</b>		Per Code 15.26.060
if paid by March 1st	75	
if paid 3/2 - 7/1	140	
if paid > 7/1	270	
<b>Landlord License Unit Registration Renewal</b>		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
<b>Administrative Fee for Fines</b>	100	
<b>Foreclosed Property Registration</b>	1,000	One-time fee, Per Code 15.21.040
<b>Re-inspection Fee</b>	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															
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															
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														
<table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;">Assessed Value between</th> <th style="text-align: left;">Annual Fee</th> </tr> </thead> <tbody> <tr> <td>\$0 - \$500,000</td> <td>\$500</td> </tr> <tr> <td>\$500,001- \$5,000,000</td> <td>\$2,000</td> </tr> <tr> <td>\$5,000,001 and over</td> <td>\$5,000</td> </tr> </tbody> </table>			Assessed Value between	Annual Fee	\$0 - \$500,000	\$500	\$500,001- \$5,000,000	\$2,000	\$5,000,001 and over	\$5,000						
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, whicheve															

## 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)		
<b>Outdoor Rental Space – Small Family Functions, up to 20 people</b>		
Park Pavilion	25	Per day w/o RR
<b>Outdoor Rental Space – Large Private Function or Public Events</b>		
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>	<del>160</del> 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 <del>1st</del> 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
<b>Personnel</b>		
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
<b>Supplies &amp; Equipment</b>		
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
<b>Traffic Control Devices</b>		
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
<b>Ceremonial Street Renaming</b>		
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)		
<b>Significant Industrial Users: (Per Code 13.12.110)</b>		
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
<b>Minor Industrial Users: (Per Code 13.12.110)</b>		
IIA-1 discharges flow <sup>3</sup> 5,000 gpd or hospitals, campus	2,030	7 units
IIA-2 discharges flow <sup>3</sup> 5,000 gpd or light industry, hotels	1,450	5 units
IIB discharges flow <sup>3</sup> 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 <sup>3</sup> 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		
<b>Maximum Towing and Storage Fees (vehicles up to 10,000 GVW)</b>		
Disabled Vehicle Tow	100	



## FY 2024 Fee Schedule

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)		Per SF foot of sign surface per year
	.50	
<b>Other Building Fees:</b>		
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

## FY 2024 Fee Schedule

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	
<b><u>Annexation Fees:</u></b>		
Up to five (5) acres	<del>2,000</del>	
Five (5) acres or more but less than ten (10) acres	<del>10,000</del>	
Ten (10) acres or more but less than twenty five (25) acres	<del>25,000</del>	
Twenty five (25) acres or more but less than fifty (50) acres	<del>35,000</del>	
Fifty (50) acres or more	<del>50,000</del>	
<b><u>Annexation Fees:</u></b>		
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)
<b>Planning Commission</b>		
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	<del>200</del> \$500	Plus \$15 per acre and advertising cost
Text Amendment	<del>200</del> \$500	Plus advertising cost
<b>Critical Area Program</b>		Ordinance No. 2578
<b>Certificate of Compliance (Per Code 12.20.110)</b>		
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
<b>Fee-In-Lieu (Per Code 12.20.540)</b>	1.50	\$1.50 per square foot of mitigation area
<b>License to Encumber Program</b>		
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	

## FY 2024 Fee Schedule

Application – Underground utility project replacing overhead utilities and removing utility poles	Waived	
<b>License to Encumber Program - Small Wireless Facilities</b>		
Application	500	Ordinance No. 2580 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
<b>Storm Water Utility (2306)</b>		
Fee to maintain City storm water facilities	30	Per year per Equivalent Residential Unit
<b>Stormwater Utility Credit Application (2306)</b>		
Fee to apply for credit to Stormwater Utility	150	Per application
<b>Street Break Permit (Per Code 12.12.020)</b>		
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	
<b>Obstruction Permit (Per Code 12.12.020)</b>		
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
<b>Water and Sewer Connection Fee (Per Code 13.02.070)</b>		
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)
<b>Water and Sewer Infrastructure Reimbursement Fee (Per Code 13.02.070)</b>		
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.

## FY 2024 Fee Schedule

<b>Infrastructure Reimbursement Administrative Fee (Per Code 13.02.090)</b>		
Administrative fee assessed on Infrastructure Reimbursement Fee for processing	*	0.1 percent of the Infrastructure Reimbursement Fee
<b>Development Plan Review Fee (1536)</b>		
<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 <del>and traffic control plans</del>	\$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 <del>code Stormwater Management Waiver Reviews</del>	400	
<b>Water and Sewer Inspection Fee (R 1341)</b>		
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
<b>Public Works Agreement recording fee (Per County Court)</b>		
Recording fee for Public Works Agreements		
For 9 pages or less	<del>60.00</del> *	<del>Per request</del> Per Circuit Court Fee Schedule
For 10 pages or more	<del>115.00</del> *	<del>Per request</del> Per Circuit Court Fee Schedule
<b>Stormwater Management As-Built recording fee (Per County Court)</b>		
Recording fee for Stormwater Management As-Built.	<del>10.00</del> *	<del>Per request</del> Per Circuit Court Fee Schedule
<b>Subdivision review fee (1536)</b>		
Fee for Subdivision review	200.00	
<b>Resubdivision review fee (1536)</b>		
Fee for Resubdivision reviews	200.00	
<b>Administrative Fee for Connection Fee payment Plans (R 2029)</b>		
Administrative Fee for Connection Fee payment Plans	25.00	
<b>Maps and Copying Fees</b>		
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

## FY 2024 Fee Schedule

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)		
<b>Transient</b>		
<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
<b>Slip Rental – Monthly</b>		
<i>Fees based on size of vessel</i>		
October through April	4.75	Per foot + electric
May through September	6.50	Per foot + electric
<b>Slip Rental – Annual*</b>		
		*Annual rates are to be paid in full up front, electric can be billed monthly
Boats up to and including 30 feet long	1,450	+ electric
Boats 31 feet and longer	56	Per foot + electric
<b>Fuel</b>		
	.50	Per gallon more than the cost per gallon purchase price by the City
<b>Electric Service</b>		
<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		
<b>Temporary connection to fire hydrant (Per Code 13.08.120)</b>		
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
<b>Hydrant flow test (Per Code 13.08.030)</b>		
To perform hydrant flow tests		
In City	125.00	Per request

## FY 2024 Fee Schedule

Out of City	160.00	Per request
<b>Fire flush and Fire pump test (Per Code 13.08.030)</b>		
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
<b>Meter tests (Per Code 13.08.030)</b>		
To perform meter tests on ¾" and 1" meters.		
In City	40.00	Per request
Out of City	50.00	Per request
<b>Water Meter/Tap Fee and Sewer Connection Fee (Per Code 13.02.070)</b>		
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.
<b>Water Tapping Fees - In City:</b>		
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
<b>Water Tapping Fees - Out of City</b>		
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
<b>Sanitary Sewer Tapping Fees - In City:</b>		
6" Sewer Tap	3,320	Per Connection
8" Sewer Tap	3,380	Per Connection
6" or 8" Location & Drawing Fee	45	Per Connection
<b>Sanitary Sewer Tapping Fees – Out of City</b>		
6" Sewer Tap	4,150	Per Connection
8" Sewer Tap	4,225	Per Connection
6" or 8" Location & Drawing Fee	60	Per Connection
<b>Water Meter and Setting Fee (Per Code 13.02.070)</b>		
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>		
<b>Meter Setting Fees - In City:</b>		
¾ Water Meter	<del>125</del> 400	Per Connection
1" Water Meter	<del>125</del> 525	Per Connection
1 ½" Water Meter T-10 Meter	<del>150</del> 785	Per Connection
2" Water Meter –T-10 Meter	<del>150</del> 905	Per Connection
<u>Larger than 2" Water Meter – Tru Flo</u>	1,000 <del>2,030</del>	Per Connection
<b>Meter Setting Fees - Out of City</b>		
¾ Water Meter	<del>175</del> 495	Per Connection
1" Water Meter	<del>175</del> 655	Per Connection
1 ½" Water Meter T-10 Meter	<del>200</del> 980	Per Connection
2" Water Meter –T-10 Meter	<del>200</del> 1,130	Per Connection

## FY 2024 Fee Schedule

<del>Larger than 2" Water Meter - Tru Flo</del>	<del>1,250 2,535</del>	Per Connection
<b>Meter Fees</b>		
<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)			
<b>Animal Control</b>	50-100		Police Department
<b>MPIA Request Fees</b>			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	
<b>False Police Alarms (Per Code 8.040.050)</b>			Police Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 <sup>rd</sup> incident	50		
4 <sup>th</sup> incident	90		
Greater than 4 each incident	130		
<b>False Fire Alarms (Per Code 8.040.050)</b>			Fire Department
<i>based on number of incidents in calendar year</i>			
First 2 incidents	0		
3 <sup>rd</sup> incident	45		
4 <sup>th</sup> incident	90		
Greater than 4 each incident	135		
<b>Scofflaw</b>			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
<b>Parking Permits (Per Code 10.04.010)</b>			
Lot #1 - lower lot by library	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
Lot #4 - behind City Center	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
Lot #5 - Market St. & Rt. 13	Monthly	<del>45.00</del> 50.00	<del>36.25</del> 37.50
Lot #7 & 13 - off Garrettson Pl.	Monthly	<del>20.00</del> 25.00	<del>17.50</del> 18.75
Lot #9 - behind GOB	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
Lot #10 - near State bldg/SAO	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25



## FY 2024 Fee Schedule

Lot #11 - behind library	Monthly	<del>45.00</del> 50.00	<del>36.25</del> 37.50
Lot #12 - beside Market St. Inn	Monthly	<del>45.00</del> 50.00	<del>36.25</del> 37.50
Lot #15 - across from Feldman's NAI Coastal	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
Lot #16 - by Avery Hall	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
<del>Lot #20 - Daily Times</del>	<del>Monthly</del>	<del>50.00</del> <del>55.00</del>	<del>40.00</del> <del>41.25</del>
Lot #30 - by drawbridge	Monthly	<del>25.00</del> 30.00	<del>21.25</del> 22.50
Lot #33 - east of Brew River	Monthly	<del>25.00</del> 30.00	<del>21.25</del> 22.50
Lot #35 - west of Brew River	Monthly	<del>25.00</del> 30.00	<del>21.25</del> 22.50
Lot SPS - St. Peters St.	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
E. Church St.	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
W. Church St.	Monthly	<del>50.00</del> 55.00	<del>40.00</del> 41.25
Parking Garage	Monthly	<del>60.00</del> 70.00	<del>50.00</del> 52.50
<u>Student Housing Bulk Permits (30 or more)</u>		<u>35.00</u>	<u>26.25</u>
<b>Transient Parking Options</b>			
Parking Lot #1 (first 2 hrs of parking are FREE)	<del>Hourly</del>	<del>2.00</del>	
Parking Garage	Hourly	2.00	
Parking Meters	Hourly	2.00	
<b>Pay Stations</b>			
For hours 1-2	Hourly	2.00	
For hour 3 with a 3 hour Maximum Parking Limit	Hourly	3.00	
<b>Miscellaneous Charges (Per Code 10.04.010)</b>			
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)		
<b>Plan review and Use &amp; Occupancy Inspection</b>		
<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
<b>Site/Development Plan Review Fee</b>		
<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
<b>Fire Protection Permit Fees</b>		
<b>Fire Alarm &amp; Detection Systems</b> – 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

## FY 2024 Fee Schedule

<ul style="list-style-type: none"> <li>Fire Alarm Counter Permit</li> </ul>	\$75	For additions and alterations to existing systems involving 4 or less notification/initiating devices.
<b><u>Sprinkler, Water Spray and Combined Sprinkler &amp; Standpipe Systems</u></b> – 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"> <li>NFPA 13 &amp; 13R</li> </ul>	\$1.50	Per sprinkler head; 150 minimum
<ul style="list-style-type: none"> <li>NFPA 13D</li> </ul>	100	Per Dwelling
<ul style="list-style-type: none"> <li>Sprinkler Counter Permit</li> </ul>	\$75	For additions and alterations to existing systems involving less than 20 heads.
<b><u>Standpipe Systems</u></b> – 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
<b><u>Fire Pumps &amp; Water Storage Tanks</u></b> – 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"> <li>Fire Pumps</li> </ul>	\$.50	Per gpm or rated pump capacity; \$125 minimum
<ul style="list-style-type: none"> <li>Fire Protection Water Tank</li> </ul>	\$75	Per tank
<b><u>Gaseous and Chemical Extinguishing Systems</u></b> – 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; <del>\$100</del> 125 minimum; or \$150 per wet chemical extinguishing system
<ul style="list-style-type: none"> <li>Gaseous and Chemical Extinguishing System Counter Permit</li> </ul>	\$75	To relocate system discharge heads
<b><u>Foam Systems</u></b> – 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
<b><u>Smoke Control Systems</u></b> – 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

## FY 2024 Fee Schedule

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.		
<b>Flammable and Combustible Liquid Storage Tanks –</b> 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
<b>Emergency Generators –</b> 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	
<b>Marinas and Piers</b>	\$25	Per linear feet of marina or pier; plus \$1.00 per slip; \$100 minimum
<b>Permit Reinspection and Retest Fees</b>		
• 1 <sup>st</sup> Reinspection and Retest Fees	\$100	\$75
• 2 <sup>nd</sup> Reinspection and Retest Fees	\$250	\$150
• 3 <sup>rd</sup> and Subsequent Reinspection and Retest Fees	\$500	\$200
<b>Fire Pump or Hydrant Flow Test – to perform any hydrant or fire pump flow test utilizing City water.</b>		
<b>In-City Fee</b>	\$125	
<b>Out-of-City Fee</b>	\$160	
<b>Fire Service Water Mains and their Appurtenances –</b> <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
<b>Consultation Fees –</b> Fees for consultation technical assistance.	\$75	Per hour
<b>Fire-safety Inspections.</b> 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

## FY 2024 Fee Schedule

• 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
<b>Mercantile Occupancies:</b>		
• 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
<b>Industrial or Storage Occupancies:</b>		
• 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
<b>Fire Safety Reinspection:</b> If more than one reinspection is required to assure that a previously identified Fire Code violation is corrected		
• 2 <sup>nd</sup> Reinspection	\$100	
• 3 <sup>rd</sup> Reinspection	\$250	
• 4 <sup>th</sup> and Subsequent	\$500	
<b>Fire Protection Water Supply Fees</b>		
Witnessing Fire Main Flush	\$75	
Witness Underground Water Main Hydrostatic Tests	\$75	
<del>Fire Protection Flow Test (in City)</del>	<del>\$125</del>	
<del>Fire Protection Flow Test (out of City)</del>	<del>\$160</del>	
<b>Display Fireworks Permit</b>		
<b>Firework Display</b> - Includes plan review and associated inspections for any firework display.	\$250	
<b>Sale of Consumer Fireworks</b>		
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	
<b>Fire Report Fees</b>		
<del>1<sup>st</sup> Page</del> — Operational Fire Report	<del>\$20</del> <u>\$25</u>	To provide hard or electronic copies of fire reports
• <del>Each Additional Page</del>	<del>\$5</del>	
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

**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.

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Salisbury Fire Department  
325 Cypress St.  
Salisbury, MD 21801  
410-548-3120  
[www.salisbury.md](http://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 29<sup>th</sup> 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.

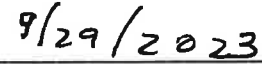
This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

**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

**EXHIBIT A**



**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:

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

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

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

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

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

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**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):

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

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

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

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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:

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\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

*Please send this form by email to the MDH Privacy Officer - [mdh.privacyofficer@maryland.gov](mailto:mdh.privacyofficer@maryland.gov)*

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**ORDINANCE NO. 2837**

**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.

**(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 R. Jackson, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**