



## CITY OF SALISBURY

115 S. Division Street, Salisbury, MD, 21801

### LEGISLATIVE SESSION

Government Office Building

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

Monday, February 10, 2025

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D'SHAWN M. DOUGHTY  
Council President

ANGELA M. BLAKE  
Council Vice President

APRIL R. JACKSON  
Councilwoman

MICHELE R. GREGORY  
Councilwoman

SHARON C. DASHIELL  
Councilwoman

### CALL TO ORDER

### PRESENTATION AND ADOPTION OF THE LEGISLATIVE AGENDA

#### AWARD OF BID – Procurement Director Jennifer Miller

- ITB A-25-110 Pump Station Wet Well Cleaning \$95,100 est. per year

#### RESOLUTION – City Attorney Ashley Bosché

- **Resolution No. 3377** – amending the Salisbury City Council Regulations and Rules of Order

### PUBLIC HEARINGS

- **Ordinance No. 2917** – 2<sup>nd</sup> reading - to rezone a property located at 413 Snow Hill Road from R-10 Residential to General Commercial

#### ORDINANCES – City Attorney Ashley Bosché

- **Ordinance No. 2916** – 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 FY2025 General Fund Budget to appropriate funds received from the Wicomico County Health Department in the amount of \$10,000.00

### PUBLIC COMMENTS

### ADMINISTRATION COMMENTS

### COUNCIL COMMENTS

### ADJOURNMENT

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

## **COUNCIL AGENDA – Department of Procurement**

**February 10, 2025**

### **Award of Bid**

1. ITB A-25-110 Pump Station Wet Well Cleaning \$95,100 est. per year



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Jennifer Miller, Director of Procurement

**SUBJECT:** Award of Bid and/or Declaration of Surplus

**DATE:** February 10, 2025

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

### **ITB A-25-110 Pump Station Wet Well Cleaning**

- Department: Water Works
- Scope of Work: Provide labor, equipment, materials, and incidentals to perform the cleaning of pump station wet wells.
- Bid posted: 12/02/24
- Bid opened: 01/03/25
- Total responsive and responsible bids received: 3
- Vendor to be awarded:
  - Chesapeake Environmental Services, LLC (Delmar, MD)
- Cost: \$95,100 est. per year
- GL Account(s): 86083-523600 WWTP Skilled Services – Maintenance
- Notes:
  - The City reserves the right to renew this contract for two (2) 1-year periods, contingent upon mutual agreement between the parties.



## MEMORANDUM

To: Jennifer Miller – Director of Procurement  
Cc: Cori Cameron – Director of Water Works  
From: Connie Luffman – WWTP Superintendent  
Date: January 7, 2025  
Re: A-25-110 Pump Station Wet Well Cleaning

Salisbury WWTP recently advertised a bid for pump station wet well cleanings. This includes costs per quarterly skim cleanings of floatables for wet wells, a yearly total cleanout including power washing, and disposal costs for North and South Side Pump Stations, as well as a cost per hour for cleaning of smaller pump stations as needed.

Bids were opened on January 3, 2025 for Contract A-25-110 Pump Station Wet Well Cleaning. Three responses to this contract were received, as summarized below:

Company	Total for 3 Quarterly Cleanings	Yearly Cleanout	Disposal (Per Wet Ton & X 200)	Hourly Rate for Small Stations
CES	\$25,200.00	\$30,900.00	\$195 / \$39,000	\$395
Livingston	\$18,750.00	\$54,224.97	\$125 / \$25,000	\$410
Wind River	\$19,244.85	\$24,256.84	\$275 / \$55,000	\$1,150

Salisbury Water Works reviewed the bids in accordance with the contract documents. Chesapeake Environmental Services is the lowest responsive and responsible bidder. The WWTP recommends awarding the contract to Chesapeake Environmental Service in the amount of \$95,100.



# City of Salisbury

TO: City Council  
FROM: Julie English, City Clerk  
SUBJECT: Amended City Council Rules of Order  
DATE: January 9, 2025

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The Charter of the City of Salisbury, §SC2-6, states that the Salisbury City Council shall determine its own rules and order of business.

The attached resolution has been prepared to amend the Salisbury City Council Regulations and Rules of Order. This resolution, once adopted, will become effective immediately.

It is important to note that all amendments were reviewed and approved by the City's legal department.

Attachments

**SALISBURY CITY COUNCIL REGULATIONS AND RULES OF ORDER**  
**As Amended on \_\_\_\_\_**

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**1. PREAMBLE**

The Salisbury City Council facilitates the expression of views and the introduction of legislation and promotes the orderly, open discussion of issues relevant to the government of the City. Council adopts these Rules of Order to establish clear expectations for behavior and to provide a framework for all Council meetings. These Rules shall be in effect upon their adoption by a ~~simple~~ majority of the City Council ~~present and voting~~ until they are amended or new rules are adopted. These Rules shall be interpreted and enforced by the Council President. A Council action that is otherwise valid does not become invalid because the Council did not follow these Rules.

**2. GENERAL PROVISIONS**

A. Meetings of the Salisbury City Council will be held in Council Chambers in Room

- B. After calling the meeting to order, the Council President shall entertain a motion to adopt the agenda for the meeting as presented. After such motion has been made and seconded, any Council Member may request the deletion of any item on the agenda, a change in the order of any agenda item, or the addition of any urgent or emergency item. Such changes may be approved by consensus, or in the absence of a consensus, such changes shall be approved upon affirmative vote of a majority of the Council. Any member of the Council may also request that an item be removed from the consent agenda for discussion, for further information, or in order that there might be a separate vote on that item.
- C. The Council President shall control discussion of the Council on each agenda item to assure full participation in accordance with these Rules.
- D. A Council Member shall speak only after being recognized by the Council President. A Council Member recognized for a specific purpose shall limit remarks to that purpose. A Council Member, after being recognized, shall not be interrupted except by the Council President to enforce these Rules. The Council President, as a member of the Council, may enter into any discussion.
- E. After being recognized by the Council President, a member of the Council may request and receive information, explanations or opinions of the Mayor, City Administrator, City Attorney, City Clerk, any City department head or their designee.
- F. Council Members shall conduct meetings in a professional manner. Council Members must be respectful to the public, City staff members, and each other at all times.
- ~~F.G.~~ Any Council Member wishing to present a Certificate of Appreciation or a Certificate of Recognition must receive a consensus of the Council in advance before it is placed on the agenda.

## 5. AGENDAS

- A. The Council President shall prepare a written agenda for each meeting with the assistance of the Clerk's Office.
- B. The Council President may place upon the agenda any item which is legal, constitutional and proper for the Council to consider, provided, however, that the Council President may reasonably defer a requested agenda item until a future meeting of the Council in order to secure full attendance by Council Members, or to secure the input of the City's staff.

## **7. LEGISLATIVE SESSIONS**

- A. All regularly scheduled legislative sessions of the Salisbury City Council shall be held on the second and fourth Monday of each month. All meetings will convene at 6:00 p.m. in a work session, unless otherwise noted.
- B. The agenda for each legislative session shall be prepared by the City Clerk at the direction of the Council President. The Clerk shall endeavor to publish the agenda no later than 12:00 p.m. on the Wednesday before the regularly scheduled legislative session.
- C. In order to afford members of the public the opportunity to speak, there shall be a public comment period where the Council may hear public comments from the public regarding any matter. Rules regarding public comments are set forth in Section 12 below. Members of the public and/or interested parties may not under any circumstances address the Council outside of the ~~general~~ public comment period.
- D. Council Members' comments shall be made before the adjournment of each legislative session. Personal remarks or general observations by Council Members are permitted during Council Member's comments, but they should be kept brief and should be relevant. Each Council Member shall be allotted a maximum of four (4) minutes to make his or her comments.

## **8. WORK SESSIONS**

- A. Work Sessions of the Salisbury City Council will be held as necessary.
- B. The Council shall conduct work sessions on matters which are expected to come before the Council for formal action at a legislative session or otherwise need study by the Council. Items to be considered will be placed on the work session agenda by the Council President. The agenda for a work session shall be published no later than 12:00 p.m. on the Wednesday before the next regularly scheduled work session.
- C. Work session meeting agendas shall list items for Council discussion.
- D. During work sessions, the Council shall receive information and/or presentations on agenda items. Council may ask questions and request that additional information be provided. Council may give consensus that matters under consideration be moved forward for formal action at a legislative session, that further study be conducted, that matters not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.
- E. Final action on items is not taken at work sessions. The Council may decide by

the public cannot attend a closed meeting.

- B. Everything that is discussed during a closed meeting, and all materials which are reviewed during a closed meeting or are prepared in anticipation thereof, shall be considered confidential and no Council Member shall publicly disclose any such information or material. Public disclosure may be made only in the event a majority of the Council Members vote to approve the public disclosure.
- C. Council Members are not permitted to participate in closed sessions remotely.
- D. No council member shall make any disclosures or release any information which would result in the waiver of the attorney/client privilege without first obtaining the approval of a majority of the Council in open session.

## **11. PUBLIC HEARINGS**

- A. After convening a public hearing, but before the presentation of testimony, the Council President or his designee must briefly explain the purpose of the public hearing.
- B. Any member of the public wishing to provide testimony will be administered an oath by the City Clerk or Deputy City Clerk.
- C. In order to expedite the hearing and allow all witnesses an opportunity to be heard, the Council President may ~~The Council President may~~ announce in advance or at the hearing time limits for each speaker ~~and registration requirements.~~
- D. ~~In advance of a public hearing, members of the public and interested organizations may register to deliver oral or written testimony on the City Council Website.~~
- E. D. Written testimony may be submitted in advance to the City Clerk via email.
- F. E. The Council President may temporarily suspend any testimony that is not relevant to the subject of the hearing and advise the speaker to that effect. The Council President may stop taking further testimony from and vacate any remaining time allocated to a speaker who, after being so advised, continues to offer irrelevant testimony.
- G. ~~The Council President may recognize witnesses and receive public testimony from individuals who did not register in advance of the hearing.~~
- H. ~~In order to expedite the hearing and allow all witnesses an opportunity to be heard, the Council President may limit questions from other council members and/or set limits on the amount the time each witness is permitted to testify.~~

J.H. Members of the Council will not immediately comment upon the remarks made by a member of the public. If a member of the public asks a question of Council, answers may be provided at a later date, after time is taken to investigate the matter.

K.I. Any person making personal, impertinent or slanderous remarks, or who becomes boisterous in any manner that disrupts a meeting while addressing the Council, may be warned by the Council President and if necessary, requested to leave the meeting immediately.

### **13. PROCEDURES FOR SECURITY AT CITY COUNCIL MEETINGS**

- A. A Salisbury Police Department officer will be present at every meeting or session of the City Council. The Salisbury Police Department officer should not leave the Council Chambers until the conclusion of the meeting unless a problem or emergency occurs. At the beginning of every meeting or session of the Council the Council President shall advise all attendees on evacuation procedures.

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Adopted: 10/23/00 by Resolution No. 737  
Amended: 11/26/01 by Resolution No. 806  
Amended: 8/26/02 by Resolution No. 876  
Amended: 5/12/03 by Resolution No. 972  
Amended: 12/8/03 by Resolution No. 1043  
Amended: 11/28/05 by Resolution No. 1335  
Amended: 3/27/06 by Resolution No. 1386  
Amended: 10/23/06 by Resolution No. 1451  
Amended: 1/8/07 by Resolution No. 1476  
Amended: 10/8/07 by Resolution No. 1577  
Amended: 11/26/07 by Resolution No. 1600  
Amended: 7/14/08 by Resolution No. 1672  
Amended: 7/11/11 by Resolution No. 2072  
Amended: 9/10/12 by Resolution No. 2203  
Amended: 2/25/13 by Resolution No. 2251



# City of Salisbury

To: Andy Kitzrow, City Administrator  
From: Nick Voitiuc, Director  
Date: January 9, 2025  
Re: Rezoning of 413 Snow Hill Road from R-10 Residential to General Commercial

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The Department of Infrastructure & Development requests the proposed rezoning of 413 Snow Hill Road be placed on the City Council work session agenda and subsequent legislative agenda scheduled for Monday, January 27, 2025, for their consideration.

The owner of the property referenced above has requested a change of zoning from R10 – Residential to General Commercial.

The property is located on the easterly side of Snow Hill Road, between Park Heights and Sheffield Avenues, and across from Gardner Sign and Caliber Collision. Previously, 419 Snow Hill Road was used as a single-family dwelling until purchased by the current owner. The owner is proposing to expand the restaurant uses at the adjoining properties to the north to 413 Snow Hill Road.

Per section 17.228.020 of the city's Zoning Code, a public hearing was held by the Planning Commission at their December 19, 2024 meeting. Following the public hearing the Planning Commission, by a unanimous vote, provided a **FAVORABLE** recommendation to the City Council for approval of the rezoning based on a mistake with the original zoning of the property. Attached are staff findings provided to the Planning Commission detailing said mistake.

Section 17.228.030 of the Zoning Code states that the City Council shall adopt Findings of Fact based on the criteria listed and may grant reclassification that there was a mistake in the existing zoning classification. The mistake in the existing zoning for these properties is due to an error in the Future Land Use Map of the 2010 Comprehensive Plan.

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



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

Attachments:

- (1) Draft Ordinance
- (2) Planning Commission Staff Report
- (3) Planning Commission Decision Letter
- (4) Advertisement

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SALISBURY TO REZONE A PROPERTY  
LOCATED AT 413 SNOW HILL ROAD FROM R-10 RESIDENTIAL TO  
GENERAL COMMERCIAL.**

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

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

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

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

**WHEREAS**, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of § 17.228.020 of the Salisbury City Code on December 19, 2024;

**WHEREAS**, at the conclusion of its December 19, 2024 meeting, the Planning Commission recommended, by a vote of 5-0, that rezoning set forth herein be approved by the Mayor and Council;

**WHEREAS**, the City Council, after a public hearing did, in a public meeting, adopt findings of fact as required by Chapter 17.228.030A of Title 17, Zoning, of the Salisbury Municipal Code, as to the following matters:

- (a) Population change;
- (b) Availability of public facilities;
- (c) Present and future transportation patterns;
- (d) Compatibility with existing and proposed development for the area;
- (e) The recommendation of the Planning Commission;
- (f) The relationship of such proposed amendment to the jurisdiction’s plan.

**WHEREAS**, said findings of fact having been duly set forth, shall be found in the minutes of the meeting or meetings at which these matters were discussed;

**WHEREAS**, the City Council has found that there was mistake in the existing zoning of the property located at 413 Snow Hill Road due to a land use designation error in the City of Salisbury’s 2010 Comprehensive Plan; and

**WHEREAS**, the Mayor and Council have determined that the amendments to the Salisbury Zoning Map set forth shall be adopted as set forth herein.

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

**Section 1.** The existing zoning of the property as shown in Exhibit A attached hereto and made part hereof, shall be changed as follows: Reclassification of the R-10 Residential area of 413 Snow Hill Road to General Commercial.

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

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

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

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

55        **Section 5.** This Ordinance shall take effect from and after the date of its final passage but in no event until  
56 ten (10) days after the date of the Council's Public Hearing.  
57

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

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63        **ATTEST:**

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\_\_\_\_\_  
**Julie A. English, City Clerk**

\_\_\_\_\_  
**D'Shawn M. Doughty, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Randolph J. Taylor, Mayor**



## **Infrastructure and Development Planning and Zoning Commission Staff Report**

**Meeting of December 19, 2024**

### **Public Hearing – Rezoning 413 Snow Hill Road**

#### **I. CODE REQUIREMENTS:**

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission shall hold a Public Hearing on proposed rezoning. The Commission shall forward a recommendation within six (6) months to the City Council. In accordance with the Salisbury Zoning Code the City Council shall also hold a public hearing before granting final approval.

Public notice was provided in accordance with the requirements of 17.04.150. **(Attachment 1)**

#### **II. PROPERTY INFORMATION:**

Owner: SMMR Inc  
Address: 413 Snow Hill Road  
Tax Map: 0112 Grid: 0009 Parcel: 1820  
Zoning: R-10 Residential

#### **III. REQUEST:**

To rezone 413 Snow Hill Road from R-10 Residential to General Commercial. **(Attachment 2)**

#### **IV. DISCUSSION:**

The Backstreet Grill property, which extends from 401 Snow Hill Road to 409 Snow Hill Road, was previously split zoning with General Commercial and R-10 Residential zoning. The property is improved with the restaurant, outdoor seating area, and parking. In early 2023, the City Council rezoned the lots to General Commercial.



The adjoining property at 413 Snow Hill Road was recently purchased by the owners of Backstreet Grill. The property is currently improved with an existing single-family dwelling that the owners intends to convert to a commercial use. Outdoor seating for the existing restaurant is also proposed for the site. **(Attachment 3)**

The surrounding area consists of commercial uses along the Snow Hill Road corridor and medium density single family dwellings on side streets that lead to the City Park. **(Attachments 4 & 5)**

## **V. CRITERIA:**

Per Section 17.228.030 – Basis for rezoning approval, the City Council shall make findings of fact that considers the following matters:

- a. Population Change;
- b. Availability of public facilities;
- c. Present and future transportation patterns;
- d. Compatibility with existing and proposed development for the area;
- e. The recommendation of the Planning Commission;
- f. The relationship of such proposed amendment to the jurisdiction's plan.

The City Council may grant the change in the zoning classification based on a finding that there has been a substantial change in the character of the neighborhood where the property is located or that there is (was) a mistake in the existing zoning classification.

## **VI. FINDINGS OF FACT:**

Staff makes the following findings in relation to the criteria:

- a. Population Change – The 2020 Census counted a population of 3,217 for the tract the properties are located in. The City population has grown by 2,707 since the 2010 Census. The population change in the City and area has been consistent with historical trends.
- b. Availability of public facilities – The properties are currently served by public water and sewer. The City has capacity for an increase in usage. Public safety services currently serve this area with close proximity to TidalHealth.
- c. Present and future transportation patterns – Additional commercial uses along this corridor would not impact the existing level of service. There are no planned

improvements for the Snow Hill Road corridor.

- d. Compatibility with existing and proposed development for the area – The existing development in the Snow Hill Corridor are commercial uses except for the single-family dwellings in the 400 block. Commercial uses in the area are an animal hospital, light manufacturing, Pepsi Bottling Facility, wholesale distribution, gas station, restaurant and office. The residential uses are single family dwellings on side streets. Large scale development has not been proposed for this area.
- e. Recommendation of the Planning Commission – This will be incorporated following a public hearing and decision by the Planning Commission.
- f. The relationship of such proposed amendment to the jurisdiction's plan – The City's Future Land Use Map in the 2010 Comprehensive Plan designates these properties as Medium Density Residential (Attachment 3). Staff finds this designation to be a coding error during the GIS review of the plan. The only residential designations along the corridor from Carroll Street to Vine Street are in the 400 block. The Backstreet Grill property was existing without a residential use prior to the 2010 Comprehensive Plan.

## VII. STAFF RECOMMENDATION:

The Department of Infrastructure and Development recommends that the Planning Commission forward a **FAVORABLE** recommendation to the Mayor and City Council for the proposed rezoning of 413 Snow Hill Road from R-10 Residential to General Commercial based on the findings in the staff report of a mistake in the zoning due to a coding error in the Future Land Use Map of the 2010 Comprehensive Plan, designating these properties as Medium Density Residential instead of Commercial.

**SALISBURY PLANNING AND ZONING COMMISSION  
NOTICE OF PUBLIC HEARING  
REZONING**

In accordance with the provisions of Section 17.228, Amendments and Rezoning, of the Salisbury Municipal Code, the City of Salisbury proposes to rezone two properties located at 413 Snow Hill Road from R-10 Residential to General Commercial.

**A PUBLIC HEARING WILL BE HELD ON**

Thursday, December 19, 2025, at 1:30 P.M. in the Council Chambers, Room 301, of the Government Office Building, 125 North Division Street, Salisbury, Maryland to hear opponents and proponents, if there be any.

Subsequent to the consideration of this proposal by the Salisbury Planning and Zoning Commission, a recommendation will be made to the Salisbury City Council for its consideration at a Public Hearing.

**The Commission reserves the right to close a part of this meeting in accordance with the Annotated Code of Maryland, General Provisions, section 3-305(b).**

(FOR FURTHER INFORMATION CALL 410-548-3170)

Charles “Chip” Dashiell, Chairman

Publication Dates:      December 5, 2024  
                                 December 12, 2024

Mark T. Reeves  
SMMR Inc.  
401 Snow Hill Rd  
Salisbury, MD 21804  
(410) 430-4438

October 21, 2024

City of Salisbury  
125 N Division Street, Room 202  
Salisbury, MD 21801

To Whom It May Concern:

SMMR Inc. would like to request a that the property at 413 Snow Hill Road be changed from R-10 to General Commercial. SMMR Inc has purchased the property.

This property is adjacent to 409 Snow Hill Rd which is the property we expanded to in spring of 2023 (Chuck's Backyard @ Back Street Grill.). The fully fenced area in the backyard of 409 Snow Hill Road would be expanded to encompass about three-quarters of the backyard of 413 Snow Hill Rd, where customers will be able to find seating and have food and drinks. The food & drinks on this property would be provided by the existing food truck & bar at 409 Snow Hill Rd.

We plan to convert the house to restaurant offices and dry storage. There will be no customer access to the house.

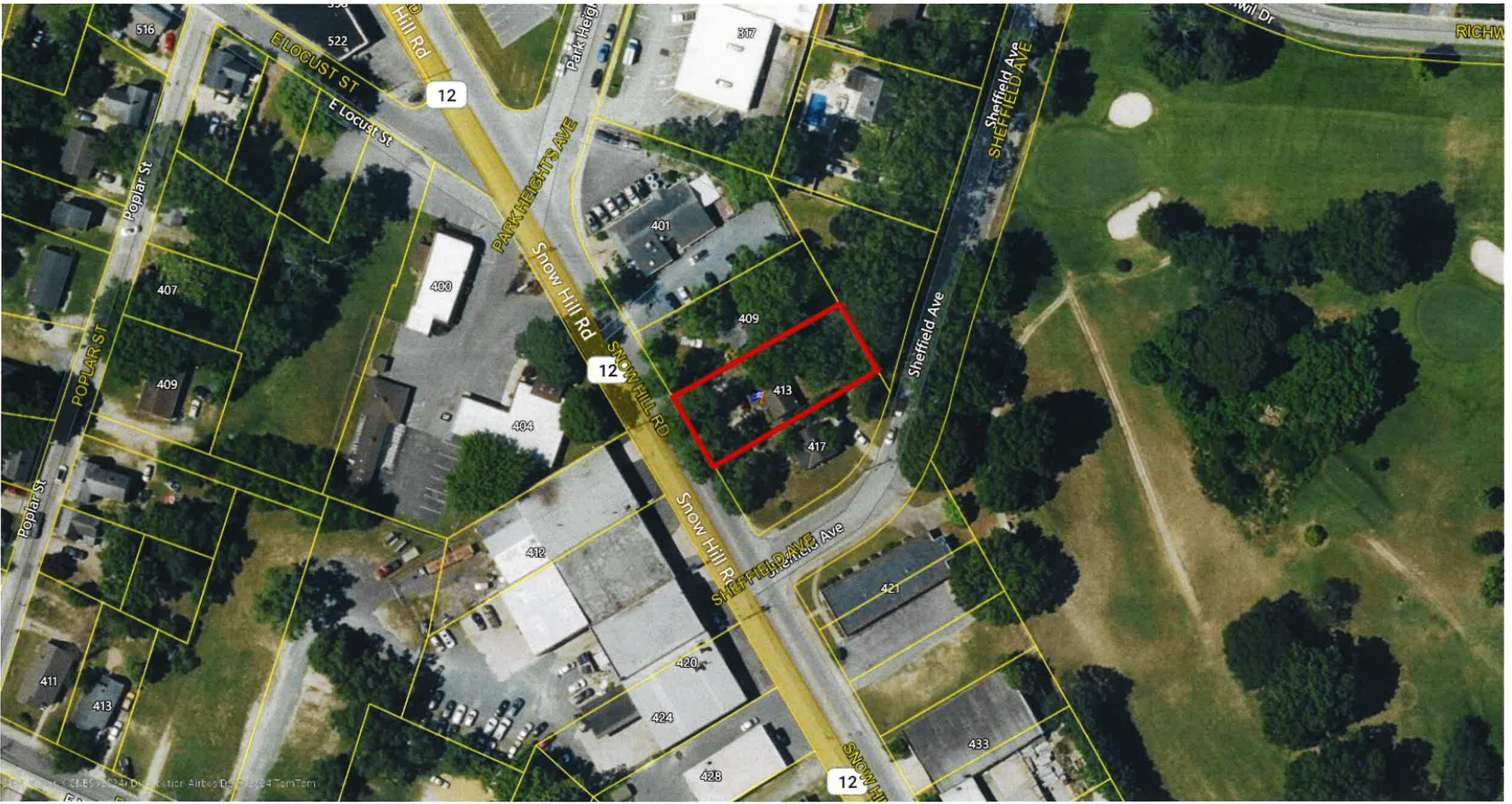
Please contact me at my cell phone number above with any questions or concerns or at 410-430-4438.

Sincerely,



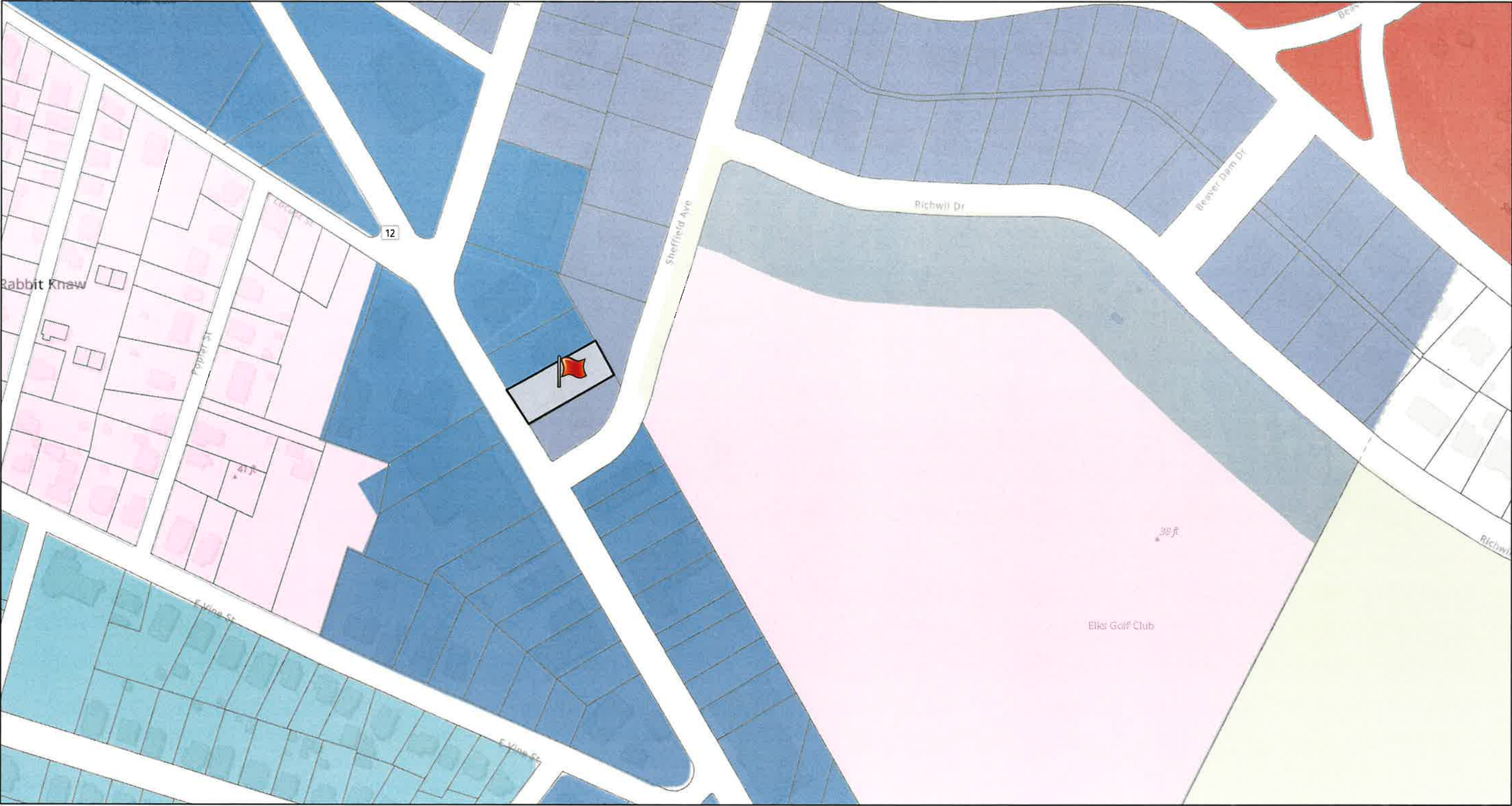
Mark T. Reeves





Attachment 4

413 Snow Hill Road



12/4/2024, 9:44:17 AM

- Wicomico County, MD: Parcels

City of Salisbury, MD: Zoning
- C

GC
- R10

R5A

R8

1:2,279

00.020.040.09 mi

00.040.070.14 km

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community City of Salisbury, VGIN, © OpenSt

Attachment 5



December 20, 2024

SMMR, Inc.  
402 Snow Hill Road  
Salisbury, MD 21804  
Attn: Mark Reeves

**RE: #202401591      PUBLIC HEARING – REZONING – Rezone property located at 413 Snow Hill Road  
from R-10 Residential to General Commercial**

Dear Mr. Reeves:

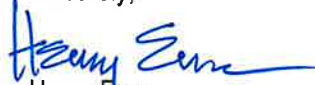
The Salisbury Planning Commission at its December 19, 2024, meeting forwarded a **FAVORABLE** recommendation to the Mayor and City Council for the requested rezoning classification of the property located at 413 Snow Hill Road (Map 0112, Grid 0009, Parcel 1820) from R-10 Residential to General Commercial.

The commission based their decision on the following findings of fact presented in the City of Salisbury Department of Infrastructure and Development's staff report: There was a mistake in the zoning due to a coding error in the Future Land Use Map of the 2010 Comprehensive Plan, designating the property as Medium Density Residential instead of Commercial.

This recommendation will be forwarded to the City Administrator for scheduling at a City Council Work Session and subsequent meetings. You will be notified of the meeting date(s). Additional advertising fees will be required for the Council Public Hearing.

If you have any questions or concerns regarding this matter, please call our office at 410-548-3130.

Sincerely,

  
Henry Eure  
Deputy Director

c.c.: Fisher Architecture

**SALISBURY CITY COUNCIL  
NOTICE OF PUBLIC HEARING  
REZONING**

In accordance with the provisions of Section 17.228, Amendments and Rezoning, of the Salisbury Municipal Code, the City of Salisbury proposes to rezone a property located at 413 Snow Hill Road from R-10 Residential to General Commercial.

**A PUBLIC HEARING WILL BE HELD ON**

Monday, February 10, 2025, at 6:00 P.M. in the Council Chambers, Room 301, of the Government Office Building, 125 North Division Street, Salisbury, Maryland to hear opponents and proponents, if there be any.

**The City Council reserves the right to close a part of this meeting in accordance with the Annotated Code of Maryland, General Provisions, section 3-305(b).**

(FOR FURTHER INFORMATION CALL 410-548-3170)

D'Shawn M. Doughty, President

Publication Dates:        January 27, 2025  
                                     February 3, 2025

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**AN ORDINANCE OF THE CITY OF SALISBURY TO REZONE A PROPERTY  
LOCATED AT 413 SNOW HILL ROAD FROM R-10 RESIDENTIAL TO  
GENERAL COMMERCIAL.**

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

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

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

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

**WHEREAS**, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of § 17.228.020 of the Salisbury City Code on December 19, 2024;

**WHEREAS**, at the conclusion of its December 19, 2024 meeting, the Planning Commission recommended, by a vote of 5-0, that rezoning set forth herein be approved by the Mayor and Council;

**WHEREAS**, the City Council, after a public hearing did, in a public meeting, adopt findings of fact as required by Chapter 17.228.030A of Title 17, Zoning, of the Salisbury Municipal Code, as to the following matters:

- (a) Population change;
- (b) Availability of public facilities;
- (c) Present and future transportation patterns;
- (d) Compatibility with existing and proposed development for the area;
- (e) The recommendation of the Planning Commission;
- (f) The relationship of such proposed amendment to the jurisdiction's plan.

**WHEREAS**, said findings of fact having been duly set forth, shall be found in the minutes of the meeting or meetings at which these matters were discussed;

**WHEREAS**, the City Council has found that there was mistake in the existing zoning of the property located at 413 Snow Hill Road due to a land use designation error in the City of Salisbury's 2010 Comprehensive Plan; and

**WHEREAS**, the Mayor and Council have determined that the amendments to the Salisbury Zoning Map set forth shall be adopted as set forth herein.

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

**Section 1.** The existing zoning of the property as shown in Exhibit A attached hereto and made part hereof, shall be changed as follows: Reclassification of the R-10 Residential area of 413 Snow Hill Road to General Commercial.

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

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

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

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

55        **Section 5.** This Ordinance shall take effect from and after the date of its final passage but in no event until  
56 ten (10) days after the date of the Council's Public Hearing.  
57

58        **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury  
59 held on the 27 day of January 2025 and thereafter, a statement of the substance of the Ordinance having been  
60 published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 10  
61 day of February, 2025.

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63        **ATTEST:**

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\_\_\_\_\_  
**Julie A. English, City Clerk**

\_\_\_\_\_  
**D'Shawn M. Doughty, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Randolph J. Taylor, Mayor**



# City of Salisbury

## Memorandum

To: Andy Kitztrow, City Administrator

From: Chris O'Barsky, Deputy Chief of Administration

Subject: Safe Station- FY25 Budget Amendment

Date: 12/13/2024

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Attached you will find a FY25 Budget Amendment Ordinance from the continued partnership 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 \$2,500.00. 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.



# Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Matthew McConaughy, MPH, Health Officer



## Maryland Department of Health Standard Memorandum of Understanding (MOU)

### Section I: Parties, Terms and Cost

#### A. Parties

The Memorandum of Understanding, dated 09/30/2024, and entitled  
Safe Station EMS Non Emergent Services

is hereby entered into by and between

**Wicomico County Health Department**

a Unit of the Maryland WICHD of Health (MDH), hereinafter known as "the WICHD" and

**City Of Salisbury (Fire Department)**

a Departmental entity of the State of Maryland, the Federal Department, another State  
Department, or a municipal or local Department, hereinafter known as "the Department".

#### B. Term and Cost

1. The services which are the subject of this MOU are to commence on or about

9/30/2024

, and terminate 6/30/2025.

2. The total cost to the WICHD for the provision of the described services

shall not exceed \$ 7,500.00 for this period of time.

#### C. Term and Cost of Renewal Option(s)

1. This MOU may be further renewed for the following period(s):

None

. (If none, write "none".)

2. The total cost to the WICHD for the provision of the described service

shall not exceed \$ NA for the option period(s).

#### D. Maximum Total Cost of Base Term and Renewal Option(s) (Sum of I B 2 and I C 2

amounts): \$7,500

### Section II: Statement of Work

1. Provide non-emergent medical well checks to patients/clients who enter the Safe Station and provide consent.
2. Provide monthly reports on the number of individuals served at the Safe Station as requested.

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 07/15/2025.

### **Section III: Budget and Billing**

Pay Contractor \$2,500.00 quarterly once deliverables are completed and invoice is received.

*The Department shall be bound to make expenditures as set forth in the budget unless the WiCHD Agreement Monitor provides express written consent to make modifications to the submitted budget. Or detailed funding payment.*

#### **B. Availability of Funding**

1. The amount stated in Sec. I D above for this MOU is based on State General or Special Funding levels and any applicable Federal Funds (see Section IV F) available as of the approval date of the MOU. If applicable State, Special or Federal funding is reduced, this MOU may be reduced in scope so that available funding is not exceeded or terminated under either Section III B 2 or IV L. 2.
2. If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period, this MOU shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the WiCHD's rights or the Department's rights under any termination clause in this MOU. The effect of termination of the MOU hereunder will be to discharge both the Department and the WiCHD from future performance of the MOU, but not from their rights and obligations existing at the time of termination. The Department shall be reimbursed for the reasonable value of any non-recurring cost incurred but not amortized in the price of the MOU. The WiCHD shall notify the Department as soon as it has knowledge that funds may not be available for the continuation of this MOU for each succeeding fiscal period beyond the first.

#### **C. Content of Invoices**

As a condition of payment, the Department shall submit to the WiCHD Agreement Monitor itemized invoices which state at least the following information:

1. Department name and remittance address.
2. Amount of invoice, including itemized amounts for costs for which payment is requested.
3. Dates or period covered by the invoice for costs incurred or services rendered.
4. Title of project or description of services rendered\*.
5. Financial Agency Code\*\*.
6. Program Cost Account (PCA) and Agency Object Codes\*\*.
7. Transaction Code\*\*; and
8. Federal Tax Identification Number.

\* Each time the Department submits an invoice to the WiCHD Agreement Monitor it must be supported by one or more Status Reports unless the invoice itself contains sufficient detail to permit the WiCHD Agreement Monitor to conclude that the invoiced amount is appropriate and payment in that amount has been earned under the terms of the MOU. A Status Report is not required when pricing is fixed price and tied to the acceptance of a specific deliverable.

**\*\* Only required if an inter-agency transfer credit processed in the Financial Management Information System (FMIS) is the method used to pay the Department, such as public State Universities and Maryland State Agencies.**

**D. Invoices: Payment Frequency and Required Supporting Documentation**

1. Payment shall be made at the payment frequency as set forth below:

- ☐ a. Single lump-sum payment upon the WiCHD Agreement Monitor's acceptance of completion of performance as defined in the Scope of Work.
- ☐ b. If payment will be made other than as a single lump-sum payment, the payments will be made at the following frequency:
  - ☐ Monthly
  - ☒ Quarterly
  - ☐ Other, described as follows:  

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2. All payments will be made by the WiCHD upon acceptance by the WiCHD Agreement Monitor of a proper Department invoice and adequate supporting documentation, in electronic or hard copy fashion. Supporting documentation shall be adequate, as determined by the WiCHD Agreement Monitor, to enable verification of amounts billed by the Department. Supporting documentation consists of the following:

a. Documentation of Expenditures Incurred During the Billing Period

1. *Actual salary and fringe benefits costs:* A payroll expenditure report that provides a detailed breakout of actual total salary and fringe benefit costs paid or incurred during the billing period, itemized by individual name and, if feasible, individual's title. Such a payroll expenditure report shall be either certified or attested to by an appropriate Department representative as an accurate and true representation of salary and benefits, as related to each individual, paid during the billing period and charged on invoices submitted to the WiCHD.

2. If applicable, in addition to the foregoing, the Department shall provide documentation as set forth in either (A) or (B) below:

A. *For Salary/Benefits billed based on actual effort performed during billing period:* Documentation of actual hours worked, or actual percentage of total effort spent, during the billing period and related to this MOU. Such documentation shall be either certified or attested to by an appropriate Department representative as an accurate and true representation of each individual's actual hours worked or actual percentage of total effort expended, as related to this MOU, incurred during the billing period and charged on invoices submitted to the WiCHD.

B. *For Salary/Benefits billed as Fixed Percentage of actuals:* Certified effort reports shall be provided that attest to the level of effort expended on services provided as a part of this MOU, for each individual billed under this MOU. Such reports shall be provided semi-annually or more frequently if applicable, for each individual billed.

3. *Consultant/Subcontractor Costs:* Paid consultant/subcontractor invoices for which reimbursement is being requested.

4. *Other Direct Costs:* Itemized detail of travel expenses incurred by individuals or other direct costs (e.g., supplies) billed by the Department and related to this MOU. The

itemized detail of such expenditures may be provided in a report from the Department's general ledger or accounts payable system. If provided in such a manner, such documentation shall be either certified or attested to by an appropriate Department representative as a report from the Department's general ledger or accounts payable system that represents actual expenditures paid, as related to this MOU, incurred during the billing period and charged on invoices submitted to the WiCHD. If such a report is not submitted to fulfill this requirement, the Department must submit individual expense vouchers, copies of related invoices paid or other receipts for any individual costs exceeding \$500.

5. *Additional Requested Documentation:* If the WiCHD has concerns regarding an amount billed on an invoice, the WiCHD Agreement Monitor may request additional support documentation from the Department such as invoices, travel expense vouchers, or other receipts.

b. Documentation of Deliverables and Services Provided During the Billing Period

- 1.) All deliverables due during the period billed shall be presented to the WiCHD Agreement Monitor upon submission of the invoice, if not previously provided. This includes deliverables due from the Department or its subcontractors for services provided under the MOU, as any acceptance criteria may be identified in the Scope of Work.
- 2.) If for certain tasks, or in general, there are no deliverables due, the WiCHD Agreement Monitor may request additional documentation to confirm delivery of services provided during the billing period.
- 3.) The WiCHD may withhold payment of an invoice until the WiCHD receives and approves all supporting documentation, including any additional documentation requested. WiCHD has 25 days from when all documentation and an accurate invoice is received to provide payment.

E. *Billing Addresses*

Invoices are to be sent to the WiCHD Agreement Monitor identified in Sec. V.

If identified below, a copy (which shall be marked 'copy') shall also be sent to:

\_\_\_\_\_  
Wicomico County Health Dept Attn: Accounts Payable

\_\_\_\_\_  
(Individual Name and Title)

\_\_\_\_\_  
108 East Main Street

\_\_\_\_\_  
(Street and Room Address)

\_\_\_\_\_  
Salisbury, MD 21801

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
Wicomico.accountspayable@maryland.gov

\_\_\_\_\_  
(e-mail)

**Section IV: Mandatory Provisions**

A. *Nondiscrimination in Employment*

The Department agrees:

1. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as reasonably to preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test;
2. To include a provision similar to that contained in Subsection 1 above in any underlying subcontract except a subcontract for supplies or raw materials MOU; and
3. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

#### **B. *Equal Access***

The Department shall provide equal access to public services to individuals with limited English proficiency in compliance with MD. Code Ann., State Department Article, §10-1101 *et seq.*, and Policy Guidance issued by the Office of Civil Rights, WiCHD of Health and Human Services, and MDH Policy 01.02.05.

#### **C. *Subcontracting***

1. Unless otherwise provided in Attachment B (the Budget), the Department may not during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of this MOU without the prior written consent of the WiCHD Agreement Monitor.
2. The Department shall itself perform work at a value of not less than fifty percent (50%) of the total amount agreed upon to be paid by the WiCHD to the Department under the terms of this MOU, including the cost of commodity acquisition. The Department shall assure that all subcontractors shall be bound by the provisions contained in this MOU between the parties.

#### **D. *Data – Ownership and Use***

1. The WiCHD retains all ownership rights associated with data that the WiCHD may provide to the Department. The Department shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party such data, except that the Department may provide such data to its officers, employees and subcontractors required to have such data for fulfillment of the Department's obligations under this MOU. The Department's officers, employees and subcontractors receiving such data shall be advised by the Department of the WiCHD's ownership rights and be bound by the WiCHD's ownership rights.
2. The Department retains all ownership rights associated with data that it created prior to or outside of this MOU.
3. All data created or generated by the Department in the performance of this MOU shall be the sole property of the WiCHD and shall be available to the WiCHD at any time for the WiCHD's use without restriction and without compensation to the Department other than the compensation specifically provided by this MOU.
4. The WiCHD shall have the exclusive right to use, duplicate, disclose and publish any data that may be created or generated by the Department in connection with this MOU. The WiCHD hereby grants to the Department the right to use or duplicate data created or generated by the Department in support of internal, non-commercial analysis and academic or other educational purposes subject to the terms and conditions of Section IV(E)(4).

5. In accordance with Executive Order 01.01.2021.09 there is a State Chief Data Officer. Further, MDH has appointed a Data Officer and established a Data Office, this agreement is classified as a data related agreement and therefore subject to the MDH Data Use Policy 01.06.01.

**E. Research Results – Ownership, Licenses to Use, Publication and Commercialization**

1. Research Results means all inventions, discoveries, copyrightable works, software, policy recommendations, tangible materials and information that are conceived of, first reduced to practice, collected or created in the performance of this MOU.
2. Ownership – The WiCHD will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by WiCHD employees. Subject to the ownership of the U.S. Department, if applicable, the Department will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by Department employees. The WiCHD and Department will jointly own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored jointly by WiCHD and Department employees.
3. License to use - Each Party agrees to grant and hereby grants to the other Party a nonexclusive, nontransferable, non-assignable, royalty-free right and license to use Research Results in support of internal, non-commercial analysis and academic or other educational purposes.
4. Disclosure or publication - The WiCHD and the Department recognize that Research Results may have merit worthy of disclosure or publication. At the same time, the Parties recognize that they may have competing interests in the publication of proprietary, sensitive or confidential Research Results. The Parties agree that either party may be permitted to propose the disclosure or publication of de-identified Research Results in discussions at public symposia or professional meetings, and to publish same in journals, theses, dissertations or other publications or presentations. The Parties further agree that the Party proposing the disclosure or publication will provide the other Party a copy of any proposed publication or presentation 60 days in advance for review and comment. In the event the Parties are unable to agree to the proposed disclosure or publication, the matter shall be referred to the signatories to this MOU, or their successors or superiors, for resolution.
5. Commercialization - In the case where there is a prospective publicly beneficial commercial use(s) of jointly developed Research Results and a Party or the Parties desires to develop this commercial use, then in such case, WiCHD and Department shall negotiate in good faith reasonable terms and conditions agreeable to both WiCHD and Department to allow the Parties to enter into a commercial licensing agreement.

**F. Federal Funding Acknowledgment**

1. This MOU **does** ☐ or **does not** ☒ contain federal funds.

If contained, the source of these federal funds is:

\_\_\_\_\_.

The amount of federal funds allocated for this MOU, is \$ \_\_\_\_\_  
which represents \_\_\_\_\_ % of all funds budgeted for this MOU as identified in  
Section I D.

The Catalog of Federal Domestic Assistance (CFDA) number is

\_\_\_\_\_.

The Federal Award Identification Number (FAIN) is \_\_\_\_\_

The Data Universal Numbering System (DUNS) Number is \_\_\_\_\_.

3. There **are** ☐ or **are not** ☒ programmatic conditions that also apply to this MOU, regardless of the type of funding. If applied, these conditions are also identified in Section VI and provided as attachments.

#### *G. Debarment Affirmation*

1. If Federal funds support the activities of this MOU (see paragraph F herein), the Department acknowledges, per the United States Office of Management & Budget's Uniform Guidance section 2 CFR 200.214, Suspension and Debarment, the following obligations of Federal granting agencies regarding debarment and suspension:

"Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive order 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities."

2. The Department also acknowledges and agrees to comply with the requirements of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### *H. Document Retention and Inspection*

The Department shall retain all records and documents relating to this MOU for a period in accordance with any applicable statute of limitations or federal retention requirements. At a minimum, all records and documents related to this MOU shall be retained for a period of five years after the final payment by the WiCHD or expiration of the term of any federal grant identified in Section IV, whichever is longer, and shall make them available for inspection and audit until any audit is completed by authorized representatives of the WiCHD. All records related in any way to the MOU are to be retained for the entire time period. In addition, in the event of an audit, the Department shall provide assistance to the WiCHD, without additional compensation, to identify, investigate and reconcile any audit discrepancies or variances. This provision shall survive expiration or termination of the MOU.

#### *I. Maryland Law*

This MOU shall be construed, interpreted and enforced according to the laws of the State of Maryland.

#### *J. Compliance with Laws*

The Department represents and warrants that it shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this MOU.

#### *K. Information Technology*

The Department agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and WiCHD of Information Technology information security policy currently found

at <https://doit.maryland.gov/Documents/Maryland%20IT%20Security%20Manual%20v1.2.pdf> The

Department agrees to notify the WiCHD's Agreement Monitor within twenty-four hours of the discovery of any unauthorized access of any Department system that accesses, processes or stores WiCHD data or works created as a deliverable under this MOU.

#### *L. Termination*

##### *1. Termination for Cause*

If the Department fails to fulfill its obligations under this MOU properly and on time, or otherwise violates any provision of the MOU, the WiCHD may terminate the MOU by written notice to the Department. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Department shall, at the WiCHD's option, become the WiCHD's property, however, nothing in this section will alter the ownership rights of each party as provided in Section IV(D)&(E). The WiCHD shall pay the Department fair and equitable compensation for satisfactory performance prior to receipt of notice of termination for cause, less the amount of damage caused by the Department's breach. If the damages are more than the compensation payable to the Department, the Department will remain liable after termination and the WiCHD can affirmatively collect damages. This provision may be subject to the limitations set forth by law in the Maryland Tort Claims Act, Maryland Code, State Department Article, Title 12.

##### *2. Termination for Convenience*

The performance of work under this MOU may be terminated by the WiCHD in accordance with this clause in whole, or from time to time in part, whenever the WiCHD shall determine that such termination is in the best interest of the WiCHD. The WiCHD will pay all reasonable costs associated with this MOU that the Department has incurred up to the date of termination, and all reasonable costs associated with termination of the MOU. In the event of a Termination for Convenience, the Department shall receive sixty (60) days' advance notice of the termination.

#### *M. Ownership of Property Acquired*

The Department shall obtain prior written approval of the WiCHD Agreement Monitor for any purchase of assets with funds paid under this MOU, excluding ordinary office supplies, unless such purchase is described in the Department's Budget. Title to equipment purchased with funds available under this MOU having an acquisition cost of \$500 or more per unit and a useful life of more than one year ("Capital Equipment") shall vest in the WiCHD upon acquisition.

All Capital Equipment purchased with funds from this MOU shall be used primarily for work under this MOU. Prior written approval of the WiCHD Agreement Monitor shall be required for use of the equipment, on a non-interference basis, for other work of the Department. The Department shall use all reasonable effort to care for and maintain the equipment. Upon termination of this MOU, the WiCHD Agreement Monitor shall determine what disposition shall be made of the equipment and shall so notify the Department within thirty (30) days. The Department Agreement Monitor shall report its acquisition of Capital Equipment covered by this MOU to the WiCHD Agreement Monitor annually for MOUs that last three or more years and upon completion of the MOU or the last renewal of this MOU.

#### *N. Modifications to this MOU*

Modifications to this MOU must be made only in writing and be signed by the authorized representative of each Party.

## Section V: Representatives

The WiCHD Agreement Monitor is the primary point of contact within the WiCHD for matters relating to this MOU. The WiCHD Agreement Monitor shall contact the Department Agreement Monitor immediately if the WiCHD is unable to fulfill any of the requirements of, or has any questions regarding the provisions of the MOU. The Agreement Monitor for the WiCHD shall be:

Kelly McColligan

Name

Supervisor

Title

108 E Main Street Salisbury MD 21801

Business Address

[Kelly.mccolligan@maryland.gov](mailto:Kelly.mccolligan@maryland.gov) 443-835-7119

Business Telephone Number & Email Address

The Department Agreement Monitor is the primary point of contact within the Department for matters relating to this MOU. The Department Agreement Monitor shall contact the WiCHD Agreement Monitor immediately if the Department is unable to fulfill any of the requirements of, or has any questions regarding the provisions of the MOU. The Agreement Monitor for the Department shall be:

Christopher Truitt

Name

EMS Assistant Chief

Title

325 Cypress Street Salisbury MD 21801

Business Address

[ctrutt@salisbury.md](mailto:ctrutt@salisbury.md) 410-251-2000

Business Telephone Number & Email Address

## Section VI: Schedule of Attachments Incorporated by Reference

Both parties hereby agree that the documents described below are attached to this MOU and hereby incorporated into and made an integral part of this MOU:

Title of Document(s)

Attachment A - Statement of Work (if required)

Attachment B - Detailed Line-Item Budget with Supporting Justification (if required)

Additional Attachments (optional):

NA

**Section VII: Signatures**

In acknowledgment of the foregoing description of the services and requirements of this MOU, these authorized signatories of the WiCHD and the Department do hereby attest to their acceptance of the terms and conditions of this MOU, entitled

**Safe Station EMS Non Emergent services**

**For the Department**

**For the WiCHD**

BY: \_\_\_\_\_



Signature

Mayor of Salisbury  
Title (Type or Print)

BY: \_\_\_\_\_



Signature of Designee

Health Officer  
Title (Type or Print)

11/25/24

Date of Signing

11/19/2024

Date of Signing

ORDINANCE NO. 2916

**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 FY2025 GENERAL FUND BUDGET TO APPROPRIATE FUNDS RECEIVED FROM THE WICOMICO COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF \$10,000.00.**

**WHEREAS**, the funds have been provided by the Wicomico County Health Department (WiCHD), in conjunction with Mid-Shore Behavioral Health, Inc., for a Safe Station Program; 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

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

**WHEREAS**, the accepted funds 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 accept the monetary donation and allocate the funds to the Fire Department's FY25 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 grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

**Section 1.** Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the WiCHD to accept grant funds in the amount of \$10,000.00.

**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.

**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 27 day of January, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 10 day of February, 2025.

**ATTEST:**

\_\_\_\_\_  
**Julie A. English, City Clerk**

\_\_\_\_\_  
**D'Shawn M. Doughty, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Randolph J. Taylor, Mayor**