



MARYLAND

**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

**JANUARY 5, 2015
COUNCIL CHAMBERS, ROOM 301
GOVERNMENT OFFICE BUILDING**

- 4:30 p.m. Abandonment of a section of Wayne Street between Power and Bateman Streets for roadbed improvements/modifications by Salisbury University – Mike Moulds/Amanda Pollack
- 4:45 p.m. Wayne & Power Streets - Parking Modifications for Salisbury Stadium – Mike Moulds/Amanda Pollack
- 5:00 p.m. Over Occupancy of Rental Property Ordinance – Susan Phillips/Mark Tilghman
- 5:45 p.m. Adult Entertainment Provisions – Mark Tilghman
- 6:15 p.m. EMS Billing Rates Review and Recommendation – Chief Hoppes
- 7:00 p.m. Council Discussion
- 7:10 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 10-508(a).*

City of Salisbury



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MARYLAND

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

TO: Tom Stevenson, City Administrator
FROM: Mike Moulds, Director of Public Works
DATE: December 10, 2014
SUBJECT: Wayne Street Abandonment

Per discussion at the December 1, 2014 City Council work session, Public Works is requesting consideration to abandon a portion of Wayne Street between Power Street and Bateman Street. The section of Wayne Street is surrounded by Salisbury University property, including the athletic stadium. Salisbury University is in the process of performing a significant upgrade to the stadium, which includes modifications in Wayne Street. As part of the stadium project, SU is proposing to eliminate parking and widen the sidewalk on the east side of Wayne Street, as well as modify bus parking and drop off areas.

With the proposed modifications, Public Works recommends consideration to abandon this section of Wayne Street so that the University can take ownership of the road and modify the parking and sidewalks to suit their immediate and future needs. For review, attached is a road abandonment ordinance, exhibit and quit claim deed. The ordinance and attachments have been reviewed by the City Attorney.

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

Amanda Pollack

From: Jeffrey Downes <JCDOWNES@salisbury.edu>
Sent: Thursday, December 18, 2014 4:54 PM
To: Amanda Pollack; Michael Moulds
Cc: Eric Berkheimer; Tim Huddleston (tah@dbfinc.com) (tah@dbfinc.com); Randy Duplechain; Robert Sheehan; Jeffrey Downes; Matthew Groves; Betty Crockett
Subject: Wayne Street Abandonment

Good afternoon Amanda, Mike,
As a follow-up to our earlier conversations:

Salisbury University's Executive Staff met recently to discuss the idea of the City abandoning the portion of Wayne Street between Power and Bateman Streets and the University taking ownership of same. They have agreed to accept that portion of the street if the abandonment process is successful. We acknowledge that the City will need to maintain easements for the utilities that are presently underground within Wayne Street.

My understanding is that this item is on the Agenda for the January 5, 2015 City Council Workshop. Please forward me the Agenda package when it becomes available. The University will be represented at that Workshop.

Thank you for your assistance in this matter.

Call if questions.

jeffd

Jeffrey C. Downes P.E.
Director - Facilities Planning & Capital Projects
Architectural & Engineering Services

Salisbury University
Maintenance Building
1101 Camden Avenue
Salisbury, MD 21801-6860
(Work) 410-548-2594
(cell) 410-603-3167
(Fax) 410-548-2228
TTY: 410-543-6083
E-mail: jcdownes@salisbury.edu

52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70

BE IT FURTHER ORDAINED that this ordinance shall take effect immediately.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the ____ day of _____, 2014, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the ____ day of _____, 2014.

ATTEST

Kimberly R. Nichols
CITY CLERK

Jacob R. Day
PRESIDENT, City Council

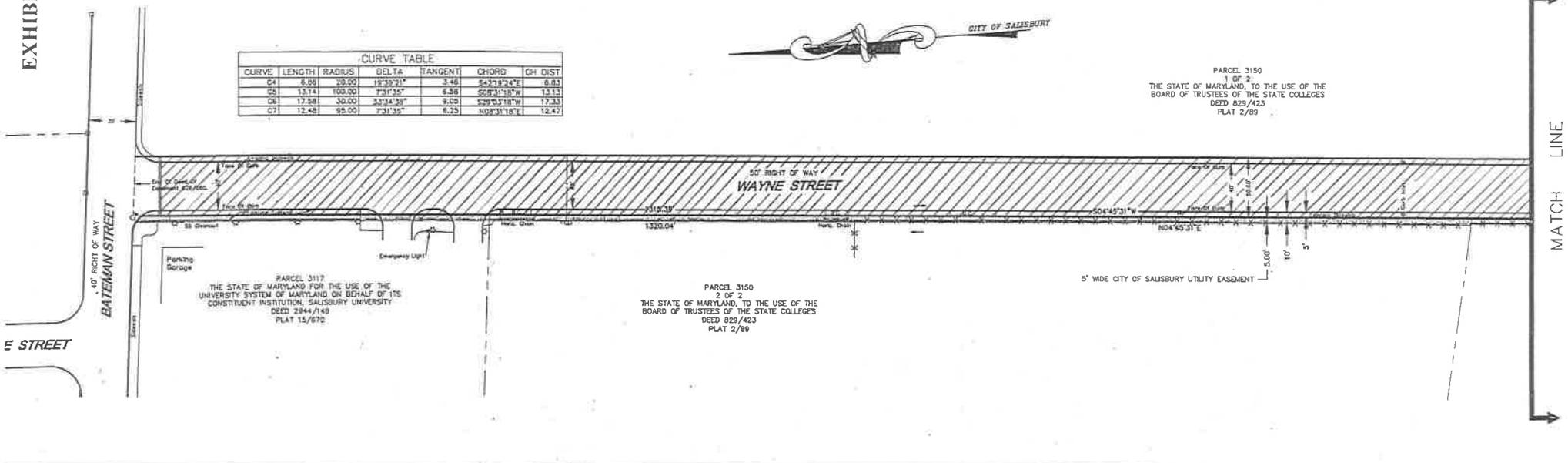
Approved by me this ____ day of _____, 2014

James Ireton, Jr. Mayor



DENOTES 1.50 +/- ACRES OF WAYNE STREET TO BE ABANDONED

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CH DIST
C4	6.89	20.00	19°32'21"	3.46	64.719724"E	6.83
C5	13.14	100.00	7°31'39"	6.59	S29°31'18"W	13.13
C6	17.58	50.00	13°24'39"	9.00	S29°31'18"W	17.33
C7	12.48	95.00	7°31'35"	6.25	N08°31'18"E	12.47



- LEGEND
- ☐ = CONCRETE POST FOUND
 - = UNDERGROUND ELECTRIC
 - = UNDERGROUND VESION
 - = UNDERGROUND GAS
 - = CHAIN LINK FENCE
 - = OVERHEAD UTILITY LINES
 - = UTILITY POLE
 - = GUY WIRE
 - ⊗ = PEDISTAL FOR UNDERGROUND UTILITIES
 - ⊗ = STORM DRAIN MANHOLE
 - ⊗ = IRON ROD WITH SURVEYORS I.D. CAP INSCRIBED PROPERTY MARKER, DON R. BALMGARTNER, PROP. L.S. 6911
 - ⊗ = IRON ROD WITH SURVEYORS I.D. CAP FOUND
 - D.C. = DEPRESSED CURBS
 - = STREET SIGN
 - = LIGHT POST
 - ⊗ = DRILL HOLE FOUND
 - ⊗ = WATER VALVE
 - ⊗ = ELECTRICAL OUTLET ON A 4"x4" POST 30% TALL

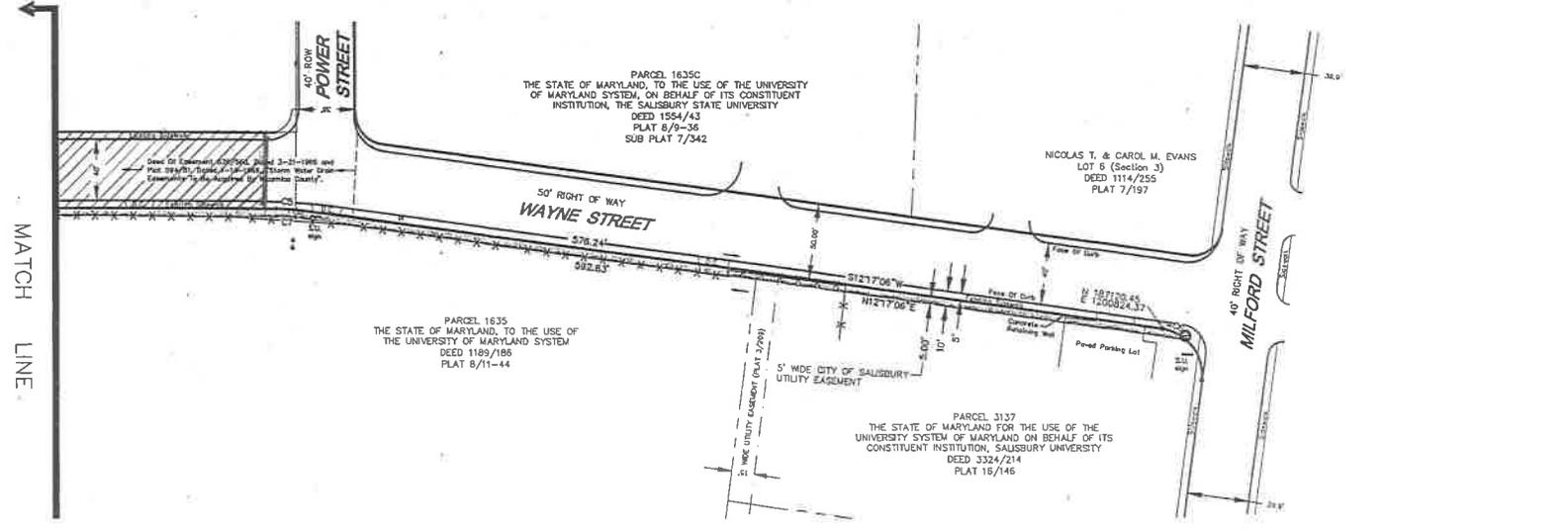


EXHIBIT B

THIS QUITCLAIM DEED, made this ____ day of _____, in the year Two Thousand and Fourteen, by the CITY OF SALISBURY, a municipal corporation of the State of Maryland, Grantor, and the STATE OF MARYLAND for the use of the UNIVERSITY SYSTEM OF MARYLAND on behalf of its constituent institution, SALISBURY UNIVERSITY, Grantee.

WHEREAS, by Ordinance No. ____ passed at a meeting of the Council of the City of Salisbury, on the ____ day of _____, 20__, the City of Salisbury closed and vacated a portion of a public street known as Wayne Street, being shown as a hatched area on a plat, entitled "Utility Easement Survey for City of Salisbury" dated June 13, 2012 and recorded among the Land Records of Wicomico County, Maryland, in Plat Cabinet 16, Folio 426, attached hereto; and

WHEREAS, the City of Salisbury was, by Ordinance No. ____, authorized to convey to the STATE OF MARYLAND for the use of the UNIVERSITY SYSTEM OF MARYLAND on behalf of its constituent institution, SALISBURY UNIVERSITY, all of its right, title and interest, in and to that portion of Wayne Street, as shown in the hatched area on the plat attached hereto.

NOW, THEREFORE, THIS QUITCLAIM DEED WITNESSETH, that for and in consideration of the sum of Zero Dollars (\$0.00) and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the said CITY OF SALISBURY does hereby grant, convey, release, assign and quitclaim unto the STATE OF MARYLAND for the use of the UNIVERSITY SYSTEM OF MARYLAND on behalf of its constituent institution, SALISBURY UNIVERSITY, its successors and assigns, the following described property: ALL

that lot or piece of ground situate, lying and being in Camden Election District, City of Salisbury, Wicomico County, State of Maryland, and being more particularly described as follows:

BEING all that portion of Wayne Street between Bateman Street and Power Street, containing 1.50 acres more or less, and being the hatched area shown on the plat attached hereto and made a part hereof.

REFERENCE to the aforesaid deed and plat and all prior deeds to and plats of the above property is hereby made for a more definite description of the property hereby granted and conveyed, or for any other purpose, to the same extent as though herein more fully set forth.

TOGETHER WITH the buildings and improvements thereon and all the rights, ways, alleys, waters, roads, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said STATE OF MARYLAND for the use of the UNIVERSITY SYSTEM OF MARYLAND on behalf of its constituent institution, SALISBURY UNIVERSITY, its successors and assigns, forever in fee simple. HOWEVER, the City of Salisbury reserves unto itself, its successors and assigns, a utility easement for the entire street bed, including, but not limited to the rights to install, maintain, continue, terminate or in any way deal with sewer lines, water lines, storm water lines, gas, electric, cable lines and other such utilities as the City may desire or may elect to permit to be assigned; and Grantor retains all air rights above the easement area.

AS WITNESS the hand and seal of the said City of Salisbury the day and year first above written.

TEST

CITY OF SALISBURY

Kimberly R. Nichols, Clerk

By: James P. Ireton, Jr., Mayor

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 James P. Ireton, Jr., Mayor of the City of Salisbury, who acknowledged the foregoing deed to be its 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 the foregoing instrument was prepared under my supervision.

S. Mark Tilghman, City Solicitor

City of Salisbury



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MARYLAND

MICHAEL S. MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

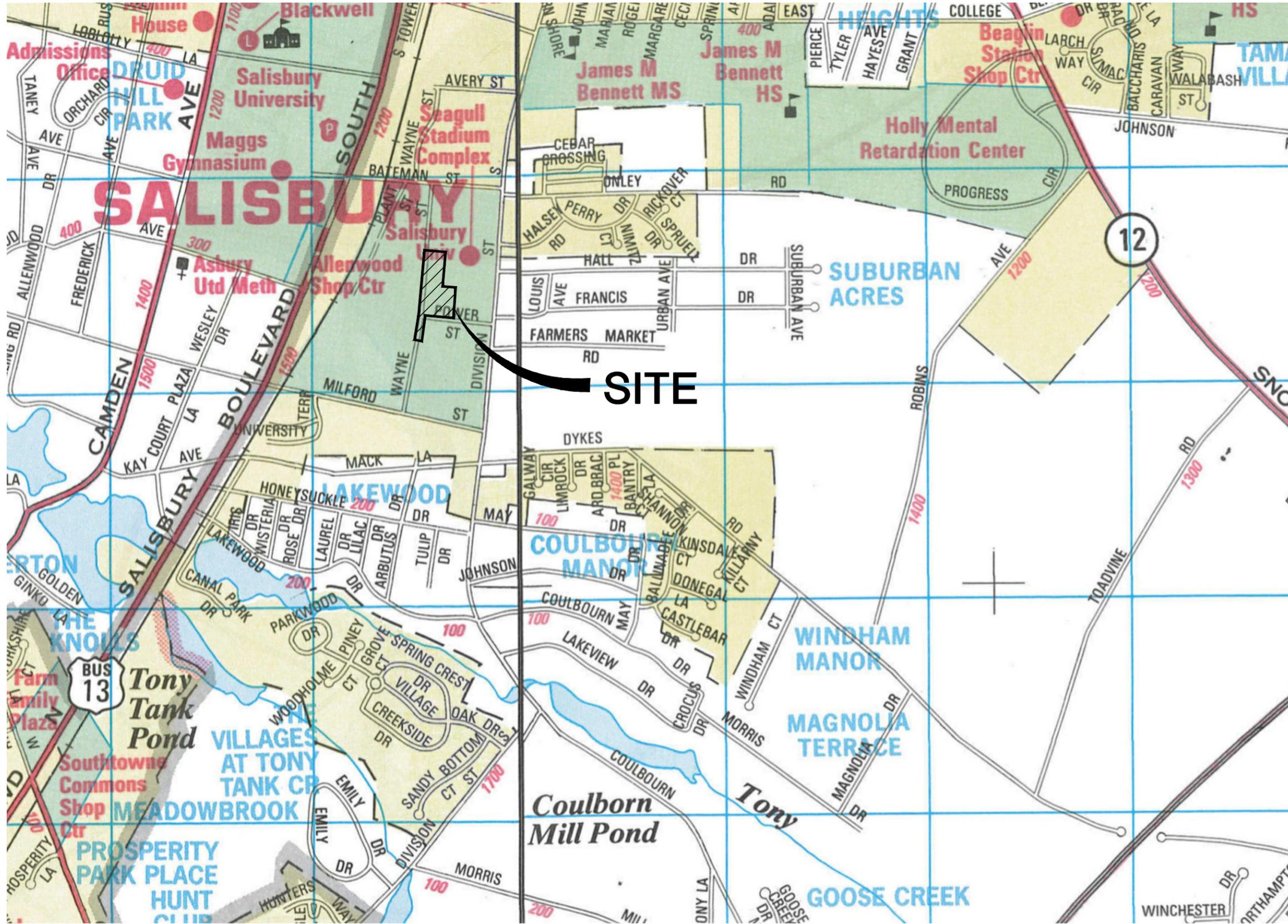
TO: Tom Stevenson, City Administrator
FROM: Mike Moulds, Director of Public Works
DATE: December 10, 2014
SUBJECT: SU Stadium – Wayne Street and Power Street parking modifications

Per discussion at the December 1, 2014 City Council work session, Public Works received a request from Salisbury University to modify the parking configurations on Wayne Street and Power Street due to the proposed Stadium project. Also attached are sketches of the existing and proposed layouts. This request does not include the area of Wayne Street that is being considered for abandonment.

As part of the stadium reconstruction project, SU is requesting consideration to remove nine (9) vehicle spaces on Wayne Street to create two (2) bus spaces. Additionally, the request includes removing two (2) vehicle spaces on Power Street to create an entrance into a new parking lot and adding two other vehicular parking spaces on Power Street where there currently is no parking.

The attached sketches show the sight lines associated with the parking on Wayne Street. The proposed bus parking spaces will be recessed into the current grass strip so that the sight distance is improved over current conditions. It is also important to note that buses will only be parked in that location during athletic events.

Attached is an ordinance to eliminate eleven parking spaces and add two bus parking spaces and two vehicle parking spaces. Unless you or the Mayor have further questions, please forward this to the City Council.

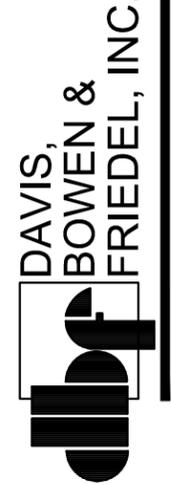


VICINITY MAP
SCALE: 1"=1000'



SHEET 1 OF 4

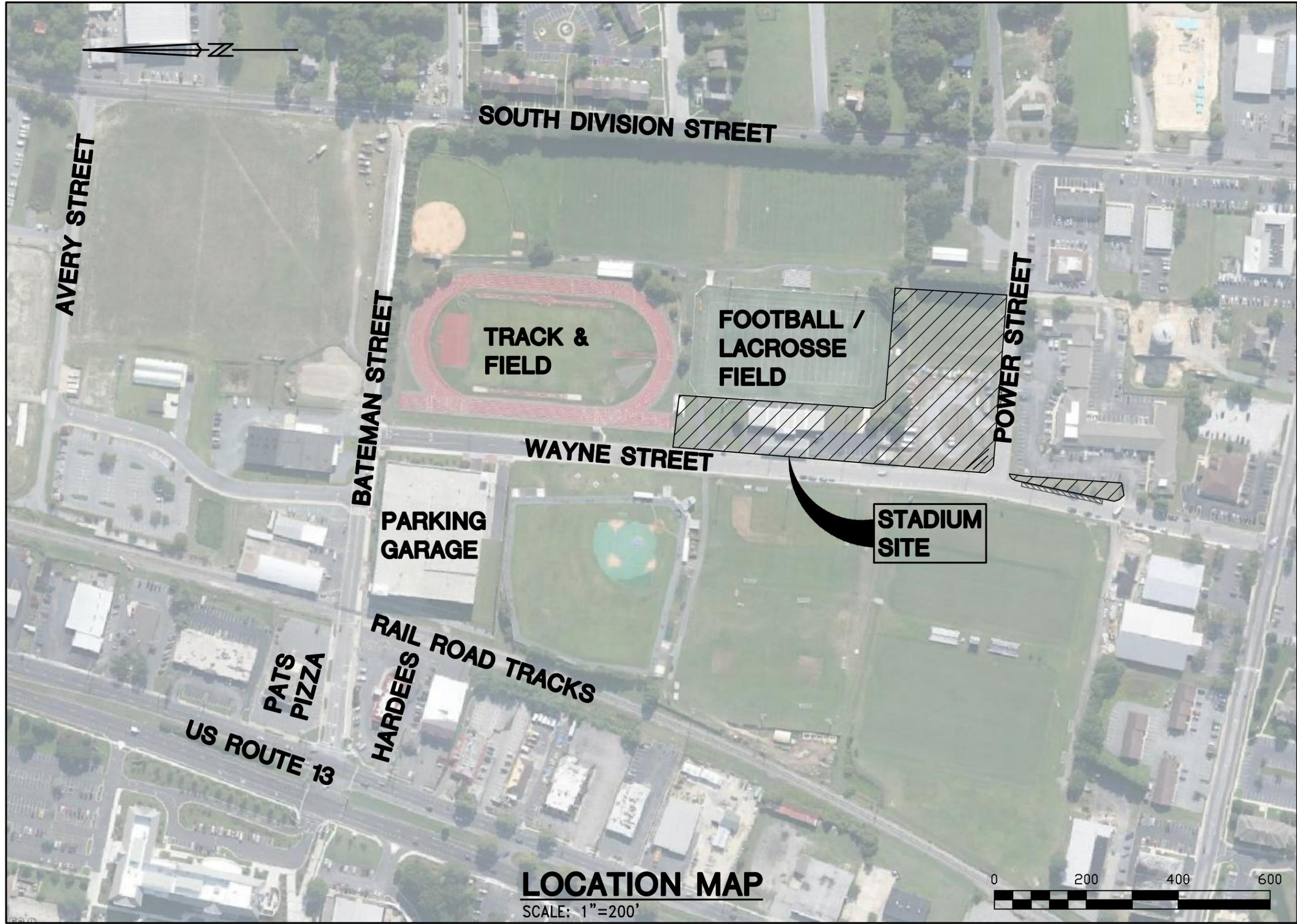
**S.U. EAST CAMPUS STADIUM
WAYNE & POWER STREETS
CITY OF SALISBURY, MD**



DAVIS,
BOWEN &
FRIEDEL, INC. ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4515

Date: DEC, 2014 Scale: AS SHOWN Proj.No.: 1952A002

P:\1952\1952A002\current working folder\dwgs\P AND Z - Revised 12-4-14.dwg Dec 05, 2014 - 11:53am



LOCATION MAP
 SCALE: 1"=200'

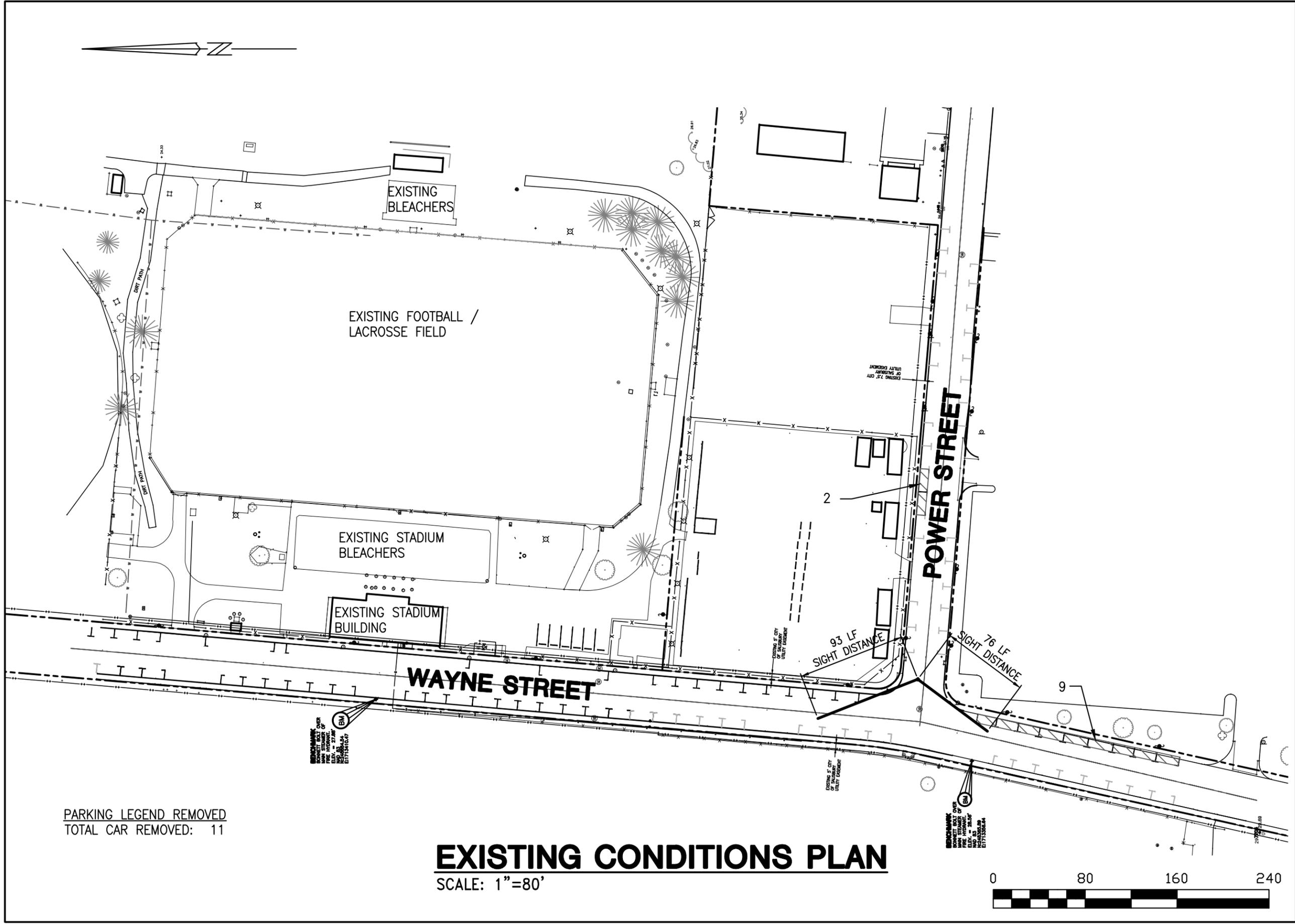
SHEET 2 OF 4

DAVIS, BOWEN & FRIEDEL, INC. ARCHITECTS ENGINEERS SURVEYORS
 SALISBURY, MARYLAND (410) 543-9091
 MILFORD, DELAWARE (302) 424-1441
 EASTON, MARYLAND (410) 770-4515

**S.U. EAST CAMPUS STADIUM
 WAYNE & POWER STREETS
 CITY OF SALISBURY, MD**

Date: DEC, 2014 Scale: AS SHOWN Proj.No.: 1952A002

P:\1952\1952A002\current working folder\dwgs\P AND Z - Revised 12-4-14.dwg Dec 05 , 2014 - 11:53am



PARKING LEGEND REMOVED
TOTAL CAR REMOVED: 11

EXISTING CONDITIONS PLAN

SCALE: 1"=80'



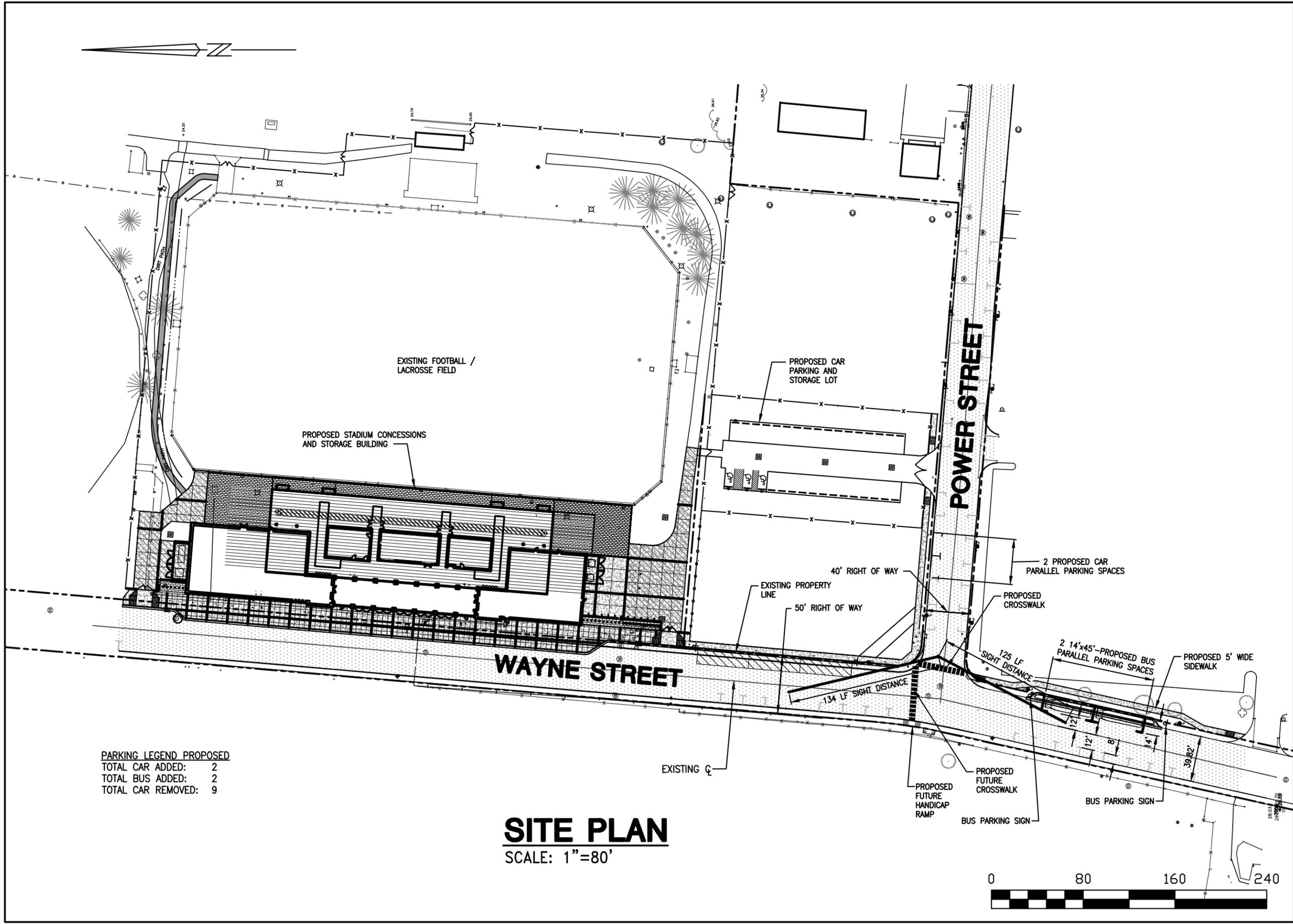
SHEET 3 OF 4

DAVIS, BOWEN & FRIEDEL, INC. ARCHITECTS ENGINEERS SURVEYORS
 SALISBURY, MARYLAND (410) 543-9091
 MILFORD, DELAWARE (302) 424-1441
 EASTON, MARYLAND (410) 770-4515

S.U. EAST CAMPUS STADIUM WAYNE & POWER STREETS CITY OF SALISBURY, MD

Date: DEC, 2014 Scale: AS SHOWN Proj.No.: 1952A002

P:\1952\1952A002\current working folder\dwgs\P AND Z - Revised 12-4-14.dwg Dec 05, 2014 - 11:54am



SHEET 4 OF 4

**S.U. EAST CAMPUS STADIUM
 WAYNE & POWER STREETS
 CITY OF SALISBURY, MD**

DAVIS, BOWEN & FRIEDEL, INC. ARCHITECTS ENGINEERS SURVEYORS

SALISBURY, MARYLAND (410) 543-9091
 MILFORD, DELAWARE (302) 424-1441
 EASTON, MARYLAND (410) 770-4515

Date: DEC, 2014 Scale: AS SHOWN Proj.No.: 1952A002



Memo

To: Tom Stevenson
From: Susan Phillips
Date: December 22, 2014
Re: Occupancy Enforcement Policy Outline

Per our request, the below information outlines the occupancy enforcement that would take place if the proposed over-occupancy legislation goes into effect. This content will be placed in the NSCC Directives.

1. If an over-occupancy violation is identified, a citation for a municipal infraction is issued.
2. At the same time, an Investigation of Excessive Occupancy letter is issued requiring the property owner to contact the City Department of Neighborhood Services & Code Compliance regarding this matter within ten (10) days.
3. Immediately following the ten-day time period, if the structure remains over-occupied and the landlord has not taken action to evict the persons who over-occupy the property, the following will occur:
 - An Order to Vacate the unit will be issued and sixty (60) days will be given for occupants to vacate the premises. This notice must be mailed via certified mail to both the current owner of record as identified by the State of Maryland and the listed property agent as required in the City of Salisbury Housing Code Rental Registration requirements. This notice will also be posted on the subject property.
 - Rental unit registration will be suspended once an inspection has confirmed that the unit has been vacated.
 - 1st offense will be a three (3) month suspension
 - 2nd offense will be a six (6) month suspension
 - 3rd offense will be a twelve (12) month suspension
 - Neighborhood Services & Code Compliance reserves the right to issue continuing municipal infractions during this time.
 - Additionally, if an exemption for 3 or 4 unrelated was granted, this non-conforming use will be lost permanently.
4. Following the suspension of the rental unit registration, a comprehensive inspection will be completed. If the unit is found to be in compliance, a certificate of occupancy will be issued and the unit may resume as a rental use.

In addition to the above the directives, the proposed changes made to Chapter 15.24 & 15.26 are as follows:

15.24.280 E. Removing “two (2) unrelated” since not all zoning districts permit a minimum occupancy of two unrelated. This change will cause more consistency and accuracy throughout the code.

15.24.1640 Similar language as stated above in 15.24.280 will be added to 15.24.1640. to maintain consistency.

15.26 Denial, Nonrenewal or Suspension of License and/or Registration – If the occupancy limitations are violated and if the requirements of the licensing and registration standards of this code are not satisfied, the license and registration may be denied, not renewed or suspended.

Please let me know if you have any questions.

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

CITY OF SALISBURY
ORDINANCE NO. _____

AN ORDINANCE of the Mayor and Council of the City of Salisbury amending Sections 15.24.280 General, 15.24.1640 Violation of occupancy provisions, and 15.26.110 Denial, nonrenewal, revocation or suspension of license or registration of the Salisbury Municipal Code.

WHEREAS, the Department of Neighborhood Services and Code Compliance is experiencing a rise in over-occupancy violations; and

WHEREAS, due to this rise in over occupancy, there is a need to strengthen the enforcement for occupancy violations; and

WHEREAS, a reduction in the allowed occupancy of nonconforming uses where over-occupancy has occurred is desirable; and

WHEREAS, the addition of denial, nonrenewal, revocation or suspension of a license or registration will make enforcement more effective; and

WHEREAS, the Department of Neighborhood Services and Code Compliance recommends approval of these proposed code changes.

NOW, THEREFORE, be it enacted and ordained by the Council of the City of Salisbury, Maryland, that Chapters 15.24 and 15.26 of the Salisbury Municipal Code, be amended as follows:

15.24.280 General

When a structure or equipment is found by the housing official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provision of this code and declared a public nuisance.

A. **Unsafe Structure.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is likely.

B. **Unsafe Equipment.** Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public occupants of the premises or structure.

47 C. Structures Unfit for Human Occupancy. A structure is unfit for human occupancy
48 whenever the building official finds that such structure is unsafe, unlawful or, is in disrepair or
49 lacks required maintenance, is unsanitary, vermin or rat infested, contains filth and
50 contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential
51 equipment required by this code.

52
53 D. Unlawful Structure. An unlawful structure is one found in whole or in part to be
54 occupied by more persons than permitted under this code, or was erected, altered or occupied
55 contrary to law.

56
57 E. An unlawful structure which is ordered to be “vacated or condemned” shall, ~~in the~~
58 ~~appropriate zones~~ in the case of a dwelling, be permanently reduced to ~~an~~ the maximum
59 ~~occupancy of two unrelated persons, not including the children of either of them~~ allowed for the
60 applicable conforming use, with no additional occupants permitted pursuant to the dwelling’s
61 status as a nonconforming use.

62 63 **15.24.1640 Violation of occupancy provisions.**

64
65 If the department of neighborhood services and code compliance determines that the
66 number of unrelated occupants in a dwelling violates the occupancy provisions established by
67 this code, ~~then~~ the number of unrelated occupants, not including the children of either of them,
68 shall be permanently reduced to ~~comply with city code~~ the maximum allowed for the applicable
69 conforming use, with no additional occupants permitted pursuant to the dwelling’s status as a
70 nonconforming use.

71 72 **15.26.110 Denial, nonrenewal, revocation or suspension of license or registration.**

73
74 If after any period for compliance with this chapter has expired, the NSCC determines that a
75 rental dwelling unit or a rental dwelling unit owner fails to comply with any of the licensing or
76 registration standards set forth herein or with the occupancy provisions of this code, ~~and the~~
77 NSCC ~~has~~ shall initiated ~~d~~ an action to deny, revoke, suspend, or not renew a registration or
78 license, ~~NSCC shall~~ and mail the owner a notice of denial, nonrenewal, revocation, or suspension
79 of the license or registration. The notice shall state:

80 A. That NSCC has determined that the rental dwelling unit fails to comply with the
81 ~~registration~~ standards for rental dwelling units in this chapter, and/or the owner has failed to
82 comply with the Maryland Department of Environment lead abatement reporting
83 requirements;

84 B. The specific reasons why the rental dwelling unit fails to meet ~~licensing or~~
85 ~~registration~~ the required standards, including copies of applicable inspection reports, or
86 notices sent to a licensee about the rental dwelling unit;

87 C. That the director will deny, refuse to renew, revoke, or suspend the license or
88 registration unless the owner appeals the determination within twenty-one (21) days after
89 receipt of the notice, in the manner provided in Section 15.26.120 of this chapter;

90 D. That after denial, nonrenewal, revocation or suspension, the rental dwelling unit
91 shall be vacated within sixty (60) days, and shall not be reoccupied until all violations are
92 corrected and a license and/or registration is granted by NSCC pursuant to provisions of
93 Annotated Code of Maryland, Real Property Article, Title 8;

94 E. The notice shall describe how an appeal may be filed under Section 15.26.120 of
95 this chapter;

96 F. The director shall cause a notice to tenants to be mailed or delivered to each
97 registered rental dwelling unit and prominently posted on the building. The notice shall
98 indicate that the rental dwelling unit registration or owner license for the rental dwelling unit
99 has been denied, revoked, not renewed or suspended, whichever is applicable; that the action
100 will become final on a specific date unless the rental dwelling unit owner appeals and
101 requests a hearing; that tenants may be required to vacate the building when the action
102 becomes final; that further information can be obtained from NSCC.

103
104 AND BE IT FURTHER ENACTED AND ORDAINED BY THE CITY OF
105 SALISBURY, MARYLAND, that the Ordinance shall take effect upon final passage.
106

107 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of
108 Salisbury held on the ____ day of _____, 201_ and thereafter, a statement of the
109 substance of the ordinance having been published as required by law, in the meantime, was
110 finally passed by the Council on the ___ day of _____, 201__, and shall take effect
111 _____.

112
113
114 ATTEST:

115
116 _____
117 Kimberly R. Nichols, City Clerk

116 _____
117 Jake Day, City Council President

118
119
120
121 Approved by me, this _____ day of _____, 201_.

122
123
124 _____
125 James Ireton, Jr.,
126 Mayor
127
128



*From the Office
of the
Fire Chief*

To: Tom Stevenson, City Administrator

Date: 04 November 2014

From: Richard A. Hoppes, Chief of the Department

Subject: EMS Billing Rates Review and Recommendation

We have completed a review of our established EMS billing rates to determine if adjustments are needed. The following recommendations are based on reasonable and customary EMS ambulance rates as it relates to allowable Medicare and insurance best practices as provided by our billing company.

The City has established, through resolution, a fee/charges schedule and it is anticipated that this review will necessitate a similar promulgation for Council consideration if the recommendations are accepted. Below you will find a comparison table for your consideration regarding our suggestions towards the establishment of new EMS billable rates. These recommendations follow suggestions from our billing company's review of rates and what is currently allowable following reasonable and customary practices and their experience.

Fee / Charge	Resident / Non-resident	Current Rates	Proposed Rates
BLS Base Rate	Resident	431.00	500.00
	Non-Resident	431.00	575.00
ALS 1 Emergency Rates	Resident	546.00	650.00
	Non-resident	546.00	750.00
ALS 2 Emergency Rates	Resident	741.00	775.00
	Non-resident	741.00	875.00
Mileage	Resident	11.80	13.00
	Non-resident	11.80	13.50
Oxygen		0.00	60.00
Spinal immobilization		0.00	120.00
BLS On-scene Care		0.00	175.00
ALS On-scene Care	Resident	0.00	450.00
	Non-resident	0.00	550.00

**This is a Department Specific Communication Intended for Internal Use Only
Unauthorized Use is Strictly Prohibited**

Attached please find the recommendation from our billing company which more comprehensively explains the request to revise our fees/charges. The billing company has provided an estimate on the financial impact the recommended changes may have on the City's anticipate revenue generated from EMS billing. Their analysis is that incorporating these changes could increase revenue by as much as \$646,745.60 gross and a net cash flow of \$252,696.44 (40% collection rate) with a 20% margin for error based on calculation of average collection rates to reflect allowances for Regulated Insurance Companies and Bad Debt Adjustments (uncollectible). It is our belief that these estimates are low based on the lack of calculating the new charges for services previously not reported or measured.

It is our recommendation that the City adjust its fees/charges as proposed herein to take advantage of reasonable and customary allowances from Medicare and all other insurance companies. A draft resolution to this effect is attached should you look kindly on this request. Unless the Mayor has further questions, please advance this memorandum to the City Council. As always feel free to contact me with any questions you may have at 410-548-3120 X 103 or at rhoppes@ci.salisbury.md.us .



City of Salisbury EMS 2014 Rate Survey

Description Charge	Lincoln Fire & Rescue EMS Level of Service: EMT-P	West Allis Fire Department Level of Service: EMT-P	Wausau Fire Department Level of Service: EMT-P	Oshkosh Fire Department Level of Service: EMT-P	Medic EMS Level of Service: EMT-PS	Coral Springs Fire Department Level of Service: EMT-P	City of Salisbury EMS Level of Service: EMT-P	Average	Database Average
BLS - Resident	\$ 516.00	\$500.00	\$575.00	\$550.00	\$495.00	\$484.00	\$431.00	\$507.29	\$508.53
BLS - Non Resident	\$ 516.00	\$600.00	\$750.00	\$650.00	\$495.00	\$484.00	\$431.00	\$560.86	\$587.37
ALS1 - Resident	\$ 823.00	\$687.49	\$650.00	\$650.00	\$650.00	\$546.00	\$546.00	\$650.36	\$663.20
ALS1 - Emergency	\$ 823.00	\$812.21	\$850.00	\$750.00	\$650.00	\$546.00	\$546.00	\$711.03	\$764.05
ALS2 - Resident	\$ 916.00	\$791.93	\$725.00	\$700.00	\$895.00	\$696.00	\$741.00	\$780.70	\$793.86
ALS2 - Non Resident	\$ 916.00	\$936.94	\$950.00	\$800.00	\$895.00	\$696.00	\$741.00	\$847.85	\$879.48
Mileage - Resident	\$ 15.60	\$ 14.00	\$ 13.50	\$ 15.00	\$ 13.50	\$ 10.91	\$ 11.80	\$ 13.47	\$12.92
Mileage - Non Resident	\$ 15.60	\$ 14.00	\$ 15.00	\$ 15.00	\$ 13.50	\$ 10.91	\$ 11.80	\$ 13.69	\$12.92
Oxygen	N/S/R	\$ 70.00	\$ 65.00	\$ 55.00	N/S/R	N/S/R	N/S/R	\$ 63.33	\$53.56
Spinal Immobilization	N/S/R	\$100.00	\$150.00	\$125.00	N/S/R	N/S/R	N/S/R	\$125.00	\$120.83
BLS On Scene Care	N/S/R	\$150.00	\$225.00	\$250.00	N/S/R	N/S/R	N/S/R	\$208.33	\$172.20
ALS On Scene Care - Resident	\$ 414.00	\$129.79	\$625.00	\$500.00	\$195.00	N/S/R	N/S/R	\$372.76	\$486.33
ALS On Scene Care - Non Res.	\$ 414.00	\$177.45	\$825.00	\$550.00	\$195.00	N/S/R	N/S/R	\$432.29	\$571.34

N/S/R- No Specific Rate Provided

N/C- No Charge



City of Salisbury EMS Recommended Rates

<u>BLS Base Rate</u>	<u>Current</u>	<u>Recommendation</u>
➤ Resident	\$ 431.00	\$ 500.00
➤ Non-Resident	\$ 431.00	\$ 575.00
▪ Non-Resident rates are reimbursed by virtually all-private insurance companies.		

ALS1 Emergency Rates – ALS1 Base Rate would be charged when it is medically necessary or an assessment by an advanced life support (ALS) provider is given and does one or more ALS interventions.

➤ Resident	\$ 546.00	\$ 650.00
➤ Non-Resident	\$ 546.00	\$ 750.00
▪ Non-Resident rates are reimbursed by virtually all-private insurance companies.		

ALS2 Base Rates – ALS2 Base Rate would be charged when it is medically necessary to administer at least three different medications by intravenous push/bolus or continuous infusion or provide one or more of the following ALS procedures; manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest compression, surgical airway, intraosseous line.

➤ Resident	\$ 741.00	\$ 775.00
➤ Non-Resident	\$ 741.00	\$ 875.00

Mileage – Charges for mileage must be based on loaded mileage only, from the pickup of a patient to arrival at the destination. The difference between the two recorded odometer readings should always be rounded up. Any portion of a mile will be billed as a fractional mile.

➤ Resident	\$ 11.80	\$ 13.00
➤ Non-Resident	\$ 11.80	\$ 13.50

<u>Procedures</u>	<u>Current</u>	<u>Recommendation</u>
➤ Oxygen <ul style="list-style-type: none"> ▪ Oxygen is a reimbursable charge that is paid by virtually every insurance company. 	\$ 0.00	\$ 60.00
➤ Spinal Immobilization <ul style="list-style-type: none"> ▪ This is payable except in the case of Medicare and Medical Assistance patients. ▪ Primarily this is covered by Auto Insurance carriers with a high success rate for reimbursement. 	\$ 0.00	\$ 120.00
➤ All other procedures should be included as part of the base rate.		

BLS On Scene Care – This is charged when your service responds to a call, provides treatment, and the patient refuses transport and/or is simply not transported.

➤ Any Residence	\$ 0.00	\$ 175.00
-----------------	---------	------------------

ALS On Scene Care – This is charged when your service responds to a call, provides treatment including an ALS assessment or at least one ALS intervention. The rate should equal the ALS base rate because of the level of service given, example being, treating a diabetic who then does not require transport.

➤ Resident	\$ 0.00	\$ 450.00
➤ Non-Resident	\$ 0.00	\$ 550.00

Reminder – By increasing your rates; with insurance companies, your service’s approved reimbursable rates should increase.

- Yes, we would like to adopt the recommended rates effective _____, 2014.
- No, we would not like to adopt the recommended rates.
- Yes, we would like to adopt the rates with the changes we have indicated, effective _____, 2014.

Signature

Title

Date

City of Salisbury EMS 2014 Financial Impact Summary

Item Increased	Approximate Billed in One Year Period*	Amount of Increase	Projected Revenue
BLS Base Rate - Resident	2045	\$69.00	\$141,105.00
BLS Base Rate - Non Resident	1993	\$144.00	\$286,992.00
ALS1 Base Rate - Resident	1993	\$104.00	\$207,272.00
ALS1 Base Rate - Non Resident	0	\$204.00	\$0.00
ALS2 Base Rate - Resident	41	\$34.00	\$1,394.00
ALS2 Base Rate - Non Resident	0	\$134.00	\$0.00
Mileage - Resident	8316	\$1.20	\$9,979.20
Mileage - Non Resident	2	\$1.70	\$3.40
Oxygen	0	\$60.00	\$0.00
Spinal Immobilization	0	\$120.00	\$0.00
BLS On Scene Care	0	\$175.00	\$0.00
ALS On Scene Care - Resident	0	\$450.00	\$0.00
ALS On Scene Care - Non Resident	0	\$550.00	\$0.00
Total Estimated Increase in Charges			\$646,745.60
Estimated Budget Figure Increase**			\$252,696.44

* Due to the impact of the Medicare Fee Schedule, these numbers do not include the estimated 52% of your patients that have Medicare and Medicaid type payors.

** For budget purposes, revenue is calculated at an average collection rate to reflect allowances for Regulated Insurance Companies and Bad Debt Adjustments (uncollectible).

Reminder: Revenue is directly proportionate to the number of billable transports and payor mix experienced by your ambulance service as well as the documentation provided by your service to LifeQuest. This number may fluctuate as much as 20% annually.

www.lifequest-services.com

Salisbury - Wicomico County

Mutual Aid Agreement

For

*Fire, Rescue, and Emergency
Medical Services*

*THIS AGREEMENT, entered into this 27th day of August 2001,
by and between the City of Salisbury and Wicomico County Fire Departments.*

WITNESSETH THAT:

*WHEREAS, the respective parties hereto have certain firefighting and
emergency medical equipment and personnel to operate same; and*

*WHEREAS, each of the parties hereto recognizes that there exists the
possibility that there can be emergencies and events wherein said firefighting,
emergency medical equipment and personnel, as maintained by each of them
individually, may not be adequate to afford full and complete protection to
property and to inhabitants within each respective area of operation; and*

*WHEREAS, it is mutually desired by the parties hereto that the
firefighting and emergency medical equipment and personnel of the other
parties be made available to assist with firefighting or emergency medical
events.*

*NOW THEREFORE, in consideration of the mutual promises and
covenants herein contained, the respective parties agree as follows:*

*1. That in the event any party hereto, because of emergency or unusual
circumstances, should require additional firefighting aid or emergency
medical assistance, above and beyond that which said party can furnish from
its own resources, and as determined by the Chief or other appropriate*

designated authority of said party, then upon the call of said requesting party to an appropriate designated authority of any of the other parties hereto, such responding party may send firefighting, rescue, or other emergency medical equipment and personnel to the location or locations as directed by the requesting party.

2. That the nature and extent of assistance furnished by either party to the other shall be determined on the basis of the prevailing needs for fire protection or emergency medical assistance in the area of the said responding party. The rendering of assistance under the terms of this Agreement shall not be mandatory; however, the responding party receiving the request for assistance shall immediately inform the requesting party by means of radio, oral, wire, fax, or hand-delivered communication whether assistance can or cannot be rendered.

3. The appropriate designated authority of the requesting party shall assume full charge of the operations; however, he may in his discretion request a senior officer of a responding party's fire department to assume command. In such event, he shall not, by relinquishing command, be relieved of his responsibility for the operation. In either event, the responding party's firefighting and emergency medical equipment and personnel shall be under the immediate supervision of the senior officer of the responding party's fire

department who shall in turn be under the supervision of the head of the requesting party's fire department.

4. The appropriate designated authorities of the parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours, consistent with local security requirements and, as is feasible, to jointly conduct pre-fire planning inspections and drills.

5. The appropriate designated authorities of the parties to this Agreement are authorized to meet and draft any detailed plans and procedures of operation in addition at those which are attached hereto and incorporated herein to assure that good faith efforts are utilized to effectively implement this Agreement and reduce the risk of loss to all parties to this Agreement. Such supplemental plans and procedures of operations shall become effective upon ratification by the appropriate signatory parties.

6. That neither party hereto shall be charged by the other party for services rendered.

7. That each of the parties hereto agrees to waive any and all claims against the other party which may arise out of its activities, including travel, outside its respective jurisdiction under this Agreement. Also, each of the parties

hereto requesting the service of another party hereto shall defend, indemnify and save harmless such other responding party from all claims by third parties for property damage or personal injury which may arise out of the activities, including travel, of the parties during such service outside of their respective jurisdictions; provided, however, that a requesting party need not indemnify the party providing assistance if (1) the party providing assistance does not cooperate in defending against claims made by third parties or (2) the third-party claims arise out of malicious acts of the party providing assistance; as provided in Article 38A, Section 37, of the Annotated Code of Maryland, as amended. The agreement to indemnify shall in no way be construed to constitute a waiver of any immunity by the requesting party or the responding party which either might enjoy, and the requesting party shall be able to raise all defenses available to or which might be raised by the responding party.

8. The terms of this Agreement shall extend indefinitely, provided, however, that any party hereto may terminate its participation in this Agreement, at any time and for whatever reason, by serving upon the other parties hereto a ninety (90) day advance written notice to that effect.

9. This Agreement shall supersede any and all similar agreements, verbal or written, that may have been previously executed.

10. Unless the context otherwise requires, whenever used in this

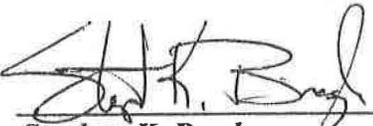
Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the feminine and neuter gender.

In consideration of the above Agreement, the parties hereto agree to the following terms and conditions of mutual aid.

- 1. A Department providing mutual aid (the responding party) shall respond with not less than three (3) properly trained and qualified personnel when responding with a major fire department unit. A major fire department unit is defined as an engine, engine/tanker, truck, heavy rescue, tower ladder, or aerial platform.*
- 2. The definition of "properly trained and qualified" shall mean training and certification as prescribed by the Maryland Fire Rescue Institute (MFRI) or other certifying agency. Such training shall, at a minimum, include the following:*
 - a) Fire Fighter I*
 - b) Hazardous Materials Awareness or Operations*
 - c) First Responder or EMT-B*
- 3. Any unit, pump, aerial or other fire apparatus shall have been tested and successfully passed a service test using the criteria established by the National Fire Protection Association (NFPA) 1901-1904. Said test shall have been successfully completed within the past year of the date mutual aide is provided.*
- 4. The party requesting assistance shall be immediately notified of any incident, accident, or occurrence involving the activities of the responding party under this agreement. Notification shall be made promptly to the designated contact authority of the requesting agency.*
- 5. The responding party shall make every effort to cooperate with the requesting party in any investigation resulting from an incident,*

accident, or occurrence involving the activities of the responding party under this agreement. The responding party may conduct its own investigation as if it were the legally responsible party to ensure the preservation of any evidence or testimony which may be needed in the event of litigation.

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Aid Agreement to be signed by their authorized officers and their respective seals to be affixed hereto.



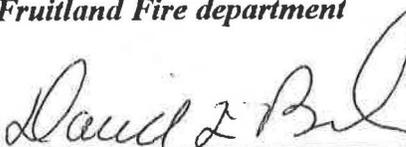
Stephen K. Brezler
Chief of the Department
Salisbury Fire Department



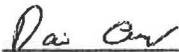
Chief Robin Townsend
Fruitland Fire department



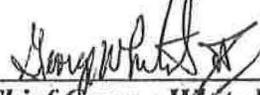
Chief John Morris, Jr.
Delmar Fire Department



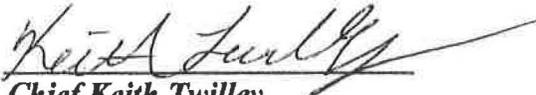
Chief David Beach
Hebron Fire Department



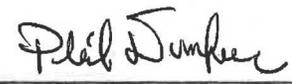
Chief David Candy
Parsonsburg Fire Department



Chief George Whited, III
Pittsville Fire Department



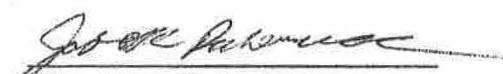
Chief Keith Twilley
Willards Fire Department



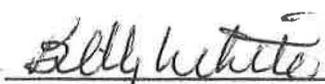
Chief Phil Donohoe
Mardella Fire Department



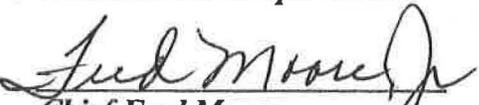
Chief Wayne Dennis
Powellville Fire Department



Chief Joseph Dickerson
West Side Fire Department



Chief Billy White
Sharptown Fire Department

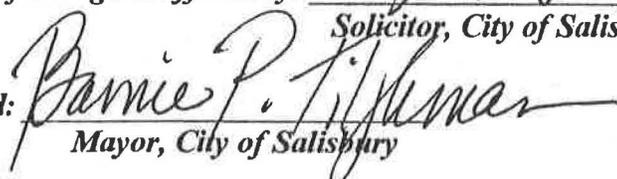


Chief Fred Moore
Allen Fire Department

Reviewed for Legal Sufficiency: 

Solicitor, City of Salisbury

Date: 9/25/01

Approved: 

Mayor, City of Salisbury

Date: 9/25/01

