



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

OCTOBER 3, 2022

Government Office Building, Council Chambers and Zoom Video Conferencing

- 4:30 p.m. Amend FY2023 General Fund Budget to provide funds for the red light camera administration- Colonel Meienschein
- 4:35 p.m. Budget Amendment to accept grant funds from Wicomico County Circuit Court and associated funds for overtime pay of SPD officers- Colonel Meienschein
- 4:40 p.m. Budget Amendment of the FY2023 General Fund Budget and Water and Sewer Enterprise Fund Budget to appropriate funds to the Department of Field Operations and Department of Water Works Operating Budgets- Field Operations Director Jana Potvin
- 4:45 p.m. Amendment to Chapter 1.16 of the Salisbury City Code, entitled "Infractions and Civil Zoning Violations", to grant authority to issue citations for municipal infractions or civil zoning violations to the City's Deputy Fire Marshall and Fire Inspector- Deputy Chief O'Barsky and Fire Marshal Cramer
- 4:50 p.m. Ordinance authorizing the Mayor to enter into a contract with the Community Foundation for the purpose of accepting grant funds in the amount of \$2,500 and to approve a budget amendment to appropriate those funds for the Salisbury-Wicomico Integrated Firstcare Team (SWIFT)- Deputy Chief O'Barsky
- 4:55 p.m. Budget Amendment of the FY2023 General Fund Budget to appropriate funds to the Salisbury Fire Department's Operating Budget- Deputy Chief O'Barsky
- 5:00 p.m. Administration and Council Remarks
- 5:10 p.m. Adjournment/Convene in Closed Session

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



Join Zoom Meeting

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

Meeting ID: 881 8617 2560

Phone: 1.301.715.8592

Posted 9/30/22



City of
Salisbury
Jacob R. Day, Mayor

September 15, 2022

TO: Julia Glanz
FROM: Colonel David Meienschein
SUBJECT: Ordinance – Red Light Camera Program

Attached, please find an ordinance to approve an amendment of City's FY2023 General Fund budget to provide funds for Red Light Camera Administration for the City of Salisbury.

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

David Meienschein
Assistant Chief of Police

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN
AMENDMENT OF THE CITY'S FY2023 GENERAL FUND BUDGET TO
PROVIDE FUNDS FOR RED LIGHT CAMERA ADMINISTRATION.**

WHEREAS, the City of Salisbury recently determined participation in a Red-Light Camera program will enhance public safety by reducing the risk of motor vehicle and pedestrian collisions; and

WHEREAS, the City estimates \$239,000 in administrative fees will be incurred in fiscal year 2023 as a result of the Red-Light Camera program, which will be covered by revenue from the Program; and

WHEREAS, the City estimates it will receive \$75.00 for every citation paid by the violator of which the City will incur \$26.50 in administration costs and retain \$48.50 as revenue, which will be used to further enhance public safety measures in the city of Salisbury; and

WHEREAS, the appropriations necessary to execute the purpose of the \$239,000 estimated funds, as provided hereinabove, must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

Section 1. Mayor Jacob R. Day is hereby authorized to appropriate funds in the General Fund in the amount of \$239,000.

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

Section 2. The City of Salisbury's FY23 General Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account Description	Account	Amount
Increase	Revenue	None	Red Light Camera Fines	01000-469810	239,000
Increase	Expense	None	Red Light Camera Admin.	90500-502045	239,000

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the _____ day of _____, 2022 and thereafter, a statement of the substance

49 of the Ordinance having been published as required by law, in the meantime, was finally passed by the
50 Council of the City of Salisbury on the _____ day of _____, 2022.

51
52 **ATTEST:**

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57 _____
58 **Kimberly R. Nichols, City Clerk**

John R. Heath, City Council President

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

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66 **Jacob R. Day, Mayor**



City of
Salisbury
Jacob R. Day, Mayor

September 19, 2022

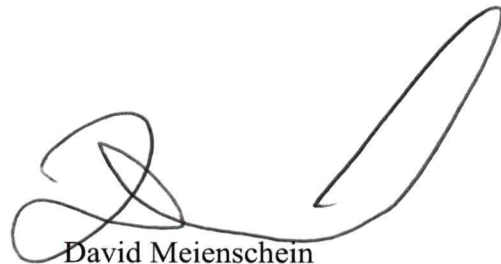
TO: Julia Glanz

FROM: Colonel David Meienschein

SUBJECT: Ordinance – Acceptance of Grant Funds for Drug Court Home Visits

Attached, please find an ordinance allowing the Chief of Police to accept grant funds in the amount of \$5,000.00. These funds from the Office of Problem Solving Courts Discretionary Grant Adult Drug Court Program will be utilized for overtime reimbursement for officers to conduct curfew and contract compliance checks on the individuals who are participating in the program.

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



David Meienschein
Assistant Chief of Police

ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT TO THE GENERAL FUND BUDGET REFLECTING THE ACCEPTANCE OF GRANT FUNDS FROM THE WICOMICO COUNTY CIRCUIT COURT AND FURTHER APPROPRIATING FUNDS FOR OVERTIME PAY OF OFFICERS OF THE SALISBURY POLICE DEPARTMENT.

WHEREAS, the Wicomico County Circuit Court through the FY23 Office of Problem Solving Courts Discretionary Grant Adult Drug Court program (“**Drug Court**”) has awarded grant funds in the amount of Five Thousand Dollars (\$5,000.00) to be allocated to overtime pay for officers of the Salisbury Police Department (“**SPD**”); and

WHEREAS, in accordance with past practices, the City of Salisbury (the “**City**”) will provide a partial match of funds in the amount of Four Thousand Four Hundred Dollars (\$4,400.00) to cover the cost of the fringe amounts associated with the increased officer pay, including but not limited to FICA, workers compensation, retirement, health and life insurance contributions; and

WHEREAS, the City has surplus funds available in current year operating accounts to accomplish this partial grant match; and

WHEREAS, the combined grant and matching funds in the amount of Nine Thousand Four Hundred Dollars (\$9,400.00) of overtime pay and fringe benefits will be used for officers conducting curfew and contract compliance checks on Drug Court participants, in efforts to reduce the number of repeat drug crimes committed by addicted drug offenders and to increase the completion percentage of those who are court ordered into substance abuse treatment; and

WHEREAS, the use of the overtime pay will further provide for effective court supervision and return repeat offenders to the community as productive law-abiding citizens; 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. The City of Salisbury’s Grant Fund Budget be and hereby is amended as follows:

- 1) Increase Circuit Court Revenue budget 10500-424350-xxxxx by \$5,000
- 2) Increase City Grant Match Revenue budget 10500-499000-xxxxx by \$4,400
- 3) Increase Overtime Salary Expense budget 10500-501021-xxxxx by \$5,000
- 4) Increase Various Fringe Expense Budgets 10500-5020xx-xxxxx by \$4,400

Section 2. The City of Salisbury’s FY23 General Fund Budget be and hereby is amended as follows:

- 1) Increase Revenue 01000-469810 Use of Surplus by \$4,400
- 2) Increase Expense 91001-599121 Grant Match Police Department by \$4,400

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

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

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

59 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
60 if such recitals were specifically set forth at length in this Section 4.

61 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
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64 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
65 of Salisbury held on the _____ day of _____, 2022 and thereafter, a statement of the substance of
66 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council
67 of the City of Salisbury on the _____ day of _____, 2022.
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70 **ATTEST:**
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74 _____
75 **Kimberly R. Nichols, City Clerk**
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_____ **John R. Heath, City Council President**

78 Approved by me, this _____ day of _____, 2022.
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83 _____
84 **Jacob R. Day, Mayor**
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City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Jana Potvin, Director of Field Operations
Cori Cameron, Director of Water Works
Subject: Budget Amendment-CDL Bonus Incentive
Date: September 27, 2022

Together the Departments of Field Operations and Water Works are requesting the approval of a budget amendment (\$96,400.00 and \$71,800.00, respectively) to fund a new commercial driver's license (CDL) bonus incentive program.

Given the changes made by the Federal Motor Carrier Safety Administration in February 2022 which impacted the city's ability to train staff in house and subsequent nationwide shortage of commercial drivers, the Department of Field Operations and Department of Water Works are experiencing difficulty in recruiting, training and retaining commercially licensed drivers. By offering a one-time incentive of \$2,000.00 for a CDL-B or \$2,500.00 for a CDL-A to qualified staff and new hires, we anticipate that our competitiveness will improve.

The attached agreement outlines the eligibility requirements and employment commitments for the bonuses. In addition to the bonuses, a portion of the requested funds (\$14,400 FO and \$22,800 WW) will be used to provide offsite training if needed.

Thank you for your consideration on this request.

**CDL BONUS REIMBURSEMENT AGREEMENT
AND WAGE DEDUCTION AUTHORIZATION**

THIS CDL BONUS REIMBURSEMENT AGREEMENT ("Agreement"), made this ___ day of ____, 2022, by and between the City of Salisbury, Maryland, a municipal corporation of the State of Maryland (hereinafter referred to as the "City"), and _____ (hereinafter referred to as "Employee").

W I T N E S S E T H:

WHEREAS, Employee has successfully completed the probationary period of employment with the Department of Field Operations (the "**Department**"); and

WHEREAS, the Department wishes to bestow upon Employee a one-time bonus (the "**CDL Bonus**") as an incentive for Employee to remain employed by the Department for a least twenty-four (24) months; and

WHEREAS, Employee acknowledges that the City will incur substantial expense through its award of the CDL Bonus to qualifying employees; and

WHEREAS, Employee acknowledges that these expenses are expected to be recaptured through the Department employees' ongoing employment with the City after the award of the CDL Bonus and the City will suffer a loss if an Employee's employment is terminated with or without cause before the expiration of the time period as set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, including the City's employment of the Employee, the parties agree as follows:

1. Recitals. The above recitals are incorporated herein by reference as if fully set forth.
2. Twenty-Four (24) Month Employment Commitment. In consideration of the agreement by the City to award Employee a CDL Bonus in the amount and within the time period set forth on **Exhibit A** attached hereto and made a part hereof, said Employee agrees to accept and/or continue employment with the Department for a period of not less than twenty-four (24) months from the date of this Agreement. Any absence from work due to illness, non-duty related injury or other cause for a period of greater than ten (10) consecutive days shall be excluded from the period of continuous employment for which credit shall be given. Additionally, any absence from work due to illness, non-duty related injury or other cause for a period of greater than ten (10) consecutive days shall delay the CDL Bonus payment schedule for a commensurate time period. For example, if Employee is injured during the tenth (10th) month of employment and is placed on leave for three (3) months, the portion of the CDL Bonus payable after the twelfth (12th) month will be delayed an additional three (3) months, and paid on the fifteenth (15th) month of employment.
3. Reimbursement Obligation. In the event that, prior to the expiration of the twenty-four (24) month period mentioned above, Employee's employment ceases due to any cause other than discontinuance of employment due to injury, illness or death resulting in Employee's inability to perform the normal duties of the position held by Employee at the time of the commencement of such injury, illness or death, Employee shall reimburse the City for all portions of the CDL Bonus paid to Employee.

In the event Employee leaves the Department for another department within the City of Salisbury during the twenty-four (24) month period of continuous employment set forth in the above Paragraph 2,

Employee shall advise the department to which Employee is transferring (the “**New Department**”) of Employee’s receipt of the CDL Bonus and request repayment assistance from the New Department. The New Department and the Department shall negotiate in good faith for the repayment of the CDL Bonus by the New Department. Employee remains obligated to reimburse the Department for the CDL Bonus unless and until the New Department agrees in writing to reimburse the Department.

4. Terms of Repayment. In the event that Employee is required to reimburse the City, City shall withhold payment of vacation time, compensatory time, wages, and any other compensation. to apply toward the reimbursement obligation and Employee expressly authorizes the City to automatically withhold money from Employee’s final paycheck(s) to go toward the remaining amount owed to City under this Agreement. Complete repayment of the remaining reimbursement obligation shall be made within thirty (30) days of cessation of employment. After thirty (30) days, any unpaid balance shall accrue interest at the rate of one percent (1%) per month [annual rate equals twelve percent (12%)].

 (Employee must initial this section giving consent to the City to withhold money from Employee’s final paycheck(s), including but not limited to the withholding of vacation time, compensatory time, wages, and any other compensation as outlined above).

*Upon approval by the City, reimbursement in monthly installments of not less than one-twelfth (1/12) of the total reimbursement amount may be made within one (1) year of cessation of employment and installments are payable on or before the first day of each month, beginning on the first day of the month for the first full month following cessation of employment. Interest during said installment payment period shall accrue at the rate of one percent (1%) per month [annual rate equals twelve percent (12%)].

Employee agrees that in the event the City incurs legal fees or other costs of collection in an effort to collect any delinquent sums owed pursuant to this Agreement, Employee shall pay all such actual reasonable legal expenses incurred by the City in addition to the reimbursement obligation.

6. Right to independent legal advice. Employee understands that he/she has the right to have this agreement reviewed by his/her own attorney prior to signing.
7. Term. This Agreement shall remain in effect until the earliest of: (a) the expiration of the twenty-four (24) months of continuous employment, as per the terms of Paragraph 2, or (b) payment in full of the Employee’s reimbursement obligations under this agreement, or (c) Employee’s employment ceases due to injury, illness or death resulting in Employee’s inability to perform the normal duties of the position held by Employee.
8. Venue/Jurisdiction. The parties agree that any actions between the parties that arise in connection with this Agreement shall be brought in and vest jurisdiction and venue solely in the District or Circuit Court for Wicomico County, State of Maryland.
9. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Maryland, without regard to applicable conflicts of law principles.
10. Entire Agreement. This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by the Agreement in writing signed by both parties.
11. Severability. This Agreement shall be governed by the laws of the State of Maryland. Should any provision of this Agreement be found, held, or deemed to be unenforceable, invalid, voidable or void, as

contrary to law or public policy the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon them.

12. General Provisions. Neither this Agreement, nor any portion of it, shall be construed against either party because that party or that party's agent or attorney drafted it. To the extent implementation of this Agreement requires the taking of further actions or the execution of additional documents, the parties will take such further actions and/or execute such additional documents. This Agreement cannot be modified except through a document signed by all parties. This Agreement sets forth the entire agreement of the parties concerning its subject matter, and there are no other agreements, contracts, promises, pledges, representations, warranties, covenants, or understandings between the parties concerning this subject matter. This Agreement shall be governed by the laws of Maryland, except that Federal rights, claims and defenses shall be governed by the applicable Federal law. The parties for themselves and for their respective successors and permitted assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of Maryland courts and to venue in Wicomico County, Maryland with respect to any matter arising from or in connection with this Agreement.

WITNESS:

(SEAL)

Employee Signature

Employee Printed Name: _____

Date

Address

CITY OF SALISBURY

BY:

EXHIBIT A

CDL BONUS

The City, acting through the Department, will award the Employee an incentive bonus for obtaining a CDL Class (A or B) License as follows:

CLASS A	-	\$2,500.00
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CLASS B	-	\$2,000.00
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Employees are only eligible for one (1) bonus; the incentives cannot be combined. Fifty percent (50%) of the authorized CDL Bonus will be paid as of date of this Agreement. The remainder of the CDL Bonus will be paid upon successful completion of twelve (12) months of continuous employment, as per the terms of Paragraph 2 of the Agreement. The City of Salisbury will apply all required federal and state tax deductions, including but not limited to tax withholdings, and will report all payments identified above as required by federal and state law. The payments identified above will be reported as income on the Employee's Form W-2. The payments identified above are not considered "salary" and will not be included for purposes of retirement benefit calculations or salary increases

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2023 GENERAL FUND BUDGET AND WATER AND SEWER FUND BUDGET TO APPROPRIATE FUNDS TO THE OPERATING BUDGET OF THE DEPARTMENT OF FIELD OPERATIONS AND THE OPERATING BUDGET OF THE DEPARTMENT OF WATER WORKS.

WHEREAS, the Department of Field Operations and Department of Water Works (the “Departments”) provide a number of services to the community that involve the use of vehicles which require operators with Commercial Driver’s Licenses (“CDLs”); and

WHEREAS, the Departments are presently experiencing staffing shortages, particularly in the area of staff who have CDLs; and

WHEREAS, the Departments wish to provide incentive bonuses to recruit and retain employees with CDLs; and

WHEREAS, there are insufficient funds available in the FY23 Field Operations Budget and Water and Sewer Fund Budget to cover the incentive and training costs, and accordingly, a budget amendment is required; and

WHEREAS, the budget amendment as provided herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

Section 1. The City of Salisbury’s Fiscal Year 2023 General Fund Budget and Water Sewer Fund Budget be and is hereby amended as follows:

- (a) Increase the General Fund Current Year Surplus Account (01000-469810) by \$96,400.00;
- (b) Increase the Water Sewer Fund Current Year Surplus Account (60100-469810) by \$71,800.00;
- (c) Increase the Department of Field Operations Salaries-Bonus Account (30000-501014) by \$96,400.00; and
- (d) Increase the Department of Water Works Salaries-Bonus (83000-501014) by \$71,800.00.

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

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

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

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

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

55 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
56 Salisbury held on the _____ day of _____, 2022 and thereafter, a statement of the substance
57 of the Ordinance having been published as required by law, in the meantime, was finally passed by the
58 Council of the City of Salisbury on the _____ day of _____, 2022.
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61 **ATTEST:**
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65 _____
66 **Kimberly R. Nichols, City Clerk**

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

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



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Deputy Chief O'Barsky
From: Fire Marshal Cramer
Date: September 12, 2022
Re: Amendment to City Municipal Code Chapter 1.16

Please see the attached ordinance to amend Chapter 1.16 of the City Municipal Code, to grant the authority to issue fines to the Deputy Fire Marshal and Fire Inspector.

If you need anything else please reach out.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND CHAPTER 1.16 OF THE SALISBURY CITY CODE, ENTITLED “INFRACTIONS AND CIVIL ZONING VIOLATIONS”, TO GRANT AUTHORITY TO ISSUE CITATIONS FOR MUNICIPAL INFRACTIONS OR CIVIL ZONING VIOLATIONS TO THE CITY’S DEPUTY FIRE MARSHAL AND FIRE INSPECTOR.

WHEREAS, the ongoing application, administration and enforcement of the Salisbury City Code demonstrates the need for periodic review, evaluation and amendment; and

WHEREAS, the City of Salisbury has adopted the State Fire Prevention Code subject to local amendments; and

WHEREAS, the City of Salisbury employs a Deputy Fire Marshal and Fire Inspector to enforce the City Fire Prevention Code; and

WHEREAS, the City of Salisbury desires to amend Chapter 1.16.100 of the Salisbury City Code for the purpose of granting the authority to issue citations for municipal infractions or civil zoning violations to the City Deputy Fire Marshal and to Fire Inspector.

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

Section 1. Chapter 1.16 of the Salisbury City Code, entitled “Infractions and Civil Zoning Violations”, be and is hereby amended by repealing the crossed-out language and adding the bolded and underlined language as follows:

Chapter 1.16 - INFRACTIONS AND CIVIL ZONING VIOLATIONS

1.16.100 - Waiver of fines—Authority to issue citations—Violations and penalties—Repealer.

- A. Those directors of departments authorized to administer and enforce this chapter have the privilege to waive any fine contained herein not imposed by any court if it can be established by uncontroverted evidence that the citation for the offense was issued erroneously.
- B. The following persons shall have the authority to issue citations for municipal infractions or civil zoning violations:
1. Director of the department of Infrastructure and Development and any designee of the Director;
 2. Director of the Housing and Community Development Department and any designee of the Director;
 3. Director of the department of Water Works and any designee of the Director;
 4. Housing supervisor;
 5. Building inspector;
 6. Housing inspector;
 7. Zoning administrator;
 8. Plan examiner;
 9. Plumbing inspector;
 10. All city police officers;
 11. Director of the Department of Field Operations and any designee of the Director;
 12. Traffic superintendent;

13. Operations and maintenance superintendent;
14. Sanitation superintendent;
15. Safety Manager;
16. Chief or deputy chief of the city fire department;
17. Fire Marshal;
18. **Deputy Fire Marshal; and**
19. **Fire Inspector.**

C. The violations of the following codes and ordinances are declared to be an infraction, and the penalty for such violation shall not exceed five hundred dollars (\$500.00) for each initial offense and shall not exceed one thousand dollars (\$1,000.00) for each repeat offense, and each day the violation continues shall constitute a separate offense:

1. International Building Code (2015) (IBC);
2. International Residential Code (2015) (IRC);
3. International Energy Conservation Code (2015) (IECC);
4. International Mechanical Code (2015) (IMC);
5. International Plumbing Code (2015) (IPC);
6. International Fuel Gas Code (2015) (IFGC);
7. International Existing Building Code (2015) (IEBC); and
8. The city fire prevention code.

D. The violations of the following codes and ordinances are declared to be civil zoning violations, and the penalty for such violation shall be five hundred dollars (\$500.00) for each initial offense and five hundred dollars (\$500.00) for each repeat offense:

1. Business, commercial or industrial use violations of the zoning code.

E. The penalty provisions of any of the codes, ordinances or laws referred to in this section inconsistent with the penalty provisions of this chapter are repealed.

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the _____ day of _____, 2022 and thereafter, a statement of the substance of the Ordinance having been

85 published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____
86 day of _____, 2022.

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89 **ATTEST:**

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93 _____
94 **Kimberly R. Nichols, City Clerk**

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

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

103

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Julia Glandz, City Administrator
From: Chris O'Barsky, Deputy Fire Chief
Subject: Community Foundation Mini-Grant
Date: 9/23/2022

The Fire Department is requesting the approval of grant funds in the amount of \$2500.00 it's received from the Community Foundation of the Eastern Shore. These funds will continue to support the Salisbury-Wicomico Integrated Firstcare Team (SWIFT) in their mission to provide medical transport for SWIFT patients who are otherwise unable to attend necessary medical appointments. Thank you for your time in this request. If you have any further questions or concerns, please do not hesitate to reach out to me.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE COMMUNITY FOUNDATION OF THE EASTERN SHORE FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$2,500, AND TO APPROVE A BUDGET AMENDMENT TO APPROPRIATE THOSE GRANT FUNDS FOR THE SALISBURY-WICOMICO INTEGRATED FIRSTCARE TEAM (SWIFT).

WHEREAS, the Community Foundation of the Eastern Shore (CFES) has a Mini Grant program; and

WHEREAS, the purpose of the grant program is to benefit organizations that serve health and human services, education, arts and culture, community development, environment and historical preservation; and

WHEREAS, the City of Salisbury submitted a grant application to CFES for funding to support the Salisbury-Wicomico Integrated Firstcare Team (SWIFT); and

WHEREAS, CFES has awarded the City a grant in the amount of \$2,500; and

WHEREAS, the City of Salisbury must enter into a grant agreement with CFES defining how \$2,500 in grant monies must be expended; and

WHEREAS, all grant funds shall be used to provide medical transportation for SWIFT patients who are otherwise unable to attend necessary medical appointments and meetings; and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

Section 1. Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Community Foundation of the Eastern Shore (CFES), on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$2,500.

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 CFES Revenue Account No. 10500-426100-XXXXX by \$2,500.

(b) Increase SWIFT Operating Expense Account No. 10500-546006-XXXXX by \$2,500.

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

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

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or

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

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

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

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

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

Approved by me, this _____ day of _____, 2021.

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Julia Glanz,
From: Chris O'Barsky, Deputy Chief
Subject: Budget Amendment Request
Date: September 19, 2022

The Fire Department is requesting the approval of a budget amendment in the amount of \$17,205.00 for proceeds received from the auction sale of one (1) Fire Department vehicle listed below that were declared as surplus:

- 2012 International Terrastar Horton Ambulance

This vehicle was sold through auction in compliance with City code and policy.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

Attachment: Budget Amendment Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET
AMENDMENT OF THE FY2023 GENERAL FUND BUDGET TO APPROPRIATE
FUNDS TO THE SALISBURY FIRE DEPARTMENT'S OPERATING BUDGET.**

WHEREAS, the City has declared a 2012 International Terrastar Horton Ambulance as surplus and the vehicle has been sold at auction: and

WHEREAS, this vehicle was operated by the Salisbury Fire Department; and

WHEREAS, the City has received a total of \$17,205.00 from the proceeds generated from the auction sale and placed the funds in the City General Fund; and

WHEREAS, the Fire Department has use for the funds received and requests that the funds of \$17,205.00 be reallocated to the Fire Department Operating Budget for FY2023; and

WHEREAS, the budget amendment as provided herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

Section 1. The City of Salisbury's Fiscal Year 2023 General Fund Budget be and is hereby amended as follows:

- (a) Increase the Sale of Fixed Assets Account (01000-469200) by \$17,205.00
- (b) Increase the Salisbury Fire Department's Building Account (24035-534301) by \$17,205.00

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

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

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

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

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

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

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ATTEST:

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Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

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

Jacob R. Day, Mayor