



CITY OF SALISBURY CITY COUNCIL AGENDA

OCTOBER 10, 2022

6:00 p.m.

Government Office Building, Room 301, Salisbury, Maryland and Zoom Video Conferencing

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:02 p.m. CITY INVOCATION- Pastor Greg Morris, Parkway Church of God
- 6:04 p.m. PRESENTATION- Kindness Update- Secretary of Kindness Grace Murdock
- 6:19 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:20 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- **Resolution No. 3190**- to approve the appointment of Don Brady to the Youth Development Advisory Committee for term ending October 2025
 - **Resolution No. 3191**- to approve the appointment of Leonard Arvi to the Sustainability Advisory Committee (Green Team) for term ending September 2025
- 6:23 p.m. RESOLUTION- City Administrator Julia Glanz
- **Resolution No. 3192**- to authorize the Mayor to enter into a land disposition agreement with Avery W Hall Insurance Agency, Inc. setting forth terms and conditions governing the sale of 322-328 East Main Street, Salisbury, MD
- 6:28 p.m. ORDINANCES- City Attorney Ashley Bosche
- **Ordinance No. 2742**- 2nd reading- approving a budget amendment of the FY2023 Marina Fund Budget to appropriate additional funds required for fuel and emergency repairs
 - **Ordinance No. 2743**- 2nd reading- authorizing the Mayor to enter into a memorandum of understanding with the Wicomico County Local Behavioral Health Authority for the purpose of accepting Community Mental Health Services (COVID relief) Block Grant funds in the amount of \$45,244.00 and to approve a budget amendment to the Grant Fund to appropriate these funds for the Homeless Services Case Specialist position
 - **Ordinance No. 2744**- 1st reading- approving an amendment of the City's FY2023 General Fund Budget to provide funds for red light camera administration
 - **Ordinance No. 2745**- 1st reading- 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

- **Ordinance No. 2746-** 1st reading- 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
- **Ordinance No. 2747-** 1st reading- approving a budget amendment of the FY2023 General Fund Budget to appropriate funds to the Salisbury Fire Department's Operating Budget
- **Ordinance No. 2748-** 1st reading- 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
- **Ordinance No. 2749-** 1st reading- 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)

6:48 p.m. PUBLIC COMMENTS

6:54 p.m. ADMINISTRATION and COUNCIL COMMENTS

7:00 p.m. ADJOURNMENT

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

NEXT COUNCIL MEETING – October 24, 2022

- Ordinance No. 2744- 2nd reading- approving an amendment of the City's FY2023 General Fund Budget to provide funds for red light camera administration
- Ordinance No. 2745- 2nd reading- 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
- Ordinance No. 2746- 2nd reading- 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
- Ordinance No. 2747- 2nd reading- approving a budget amendment of the FY2023 General Fund Budget to appropriate funds to the Salisbury Fire Department's Operating Budget
- Ordinance No. 2748- 2nd reading- 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
- Ordinance No. 2749- 2nd reading- 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)

Join Zoom Meeting

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

Meeting ID: 881 8617 2560

Phone: 1.301.715.8592



MEMORANDUM

To: Jacob R. Day, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the Youth Development Advisory Committee (YDAC)
Date: October 5, 2022

The following person has applied for appointment to the Youth Development Advisory Committee (YDAC) for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Don Brady	October 2025

Attached is the information from Mr. Brady and the resolution necessary for his appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

- 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

<u>Name</u>	<u>Term Ending</u>
Don Brady	October 2025

ATTEST:

John R. Heath
PRESIDENT, City Council

_____ day of _____, 2022

Jacob R. Day, Mayor



MEMORANDUM

To: Jacob R. Day, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to Sustainability Advisory Committee (Green Team)
Date: October 5, 2022

The following person has applied for appointment to the Sustainability Advisory Committee (Green Team) for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Leonard Arvi	October 2025

Attached is the information from Mr. Arvi and the resolution necessary for his appointment. If this appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

- 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

<u>Name</u>	<u>Term Ending</u>
Leonard Arvi	September 2025

ATTEST:

John R. Heath
PRESIDENT, City Council

_____ day of _____, 2022

Jacob R. Day, Mayor



City of Salisbury

Jacob R. Day, Mayor

To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: October 3, 2022
Subject: Award of Contract of Sale

Attached for Council review and discussion, please find the draft Contract of Sale between the City of Salisbury and Avery Hall Insurance Company, Inc. for Parking Lot 5. The Department of Procurement intends to present this Contract of Sale, along with a Resolution authorizing the Mayor to enter into this agreement, at the next Legislative meeting on October 10, 2022, if Council so approves.

Parking Lot 5

- Brokered by KLNb via RFP A-21-103 Real Estate Advisory Services
- Lot 5 details:
 - Declaration of Surplus: 12/13/2021
 - Property land area: 6,566 SF
 - SDAT Value Assessment: \$71,267
- Real Estate Notice of Sale: 01/05/22
- Offer to Purchase Receipt Dates: 02/01/22 and 02/09/22
- Total offers received: 2
 - Avery Hall Insurance Company, Inc. \$30,000
 - Salisbury Town Center Apartments, LLC \$20,000
- Notes:
 - Exclusive Negotiating Period was granted February 28, 2022

cc Julia Glanz
Andy Kitzrow

EXHIBIT A

CONTRACT FOR SALE OF REAL PROPERTY: CITY OF SALISBURY

THIS CONTRACT FOR SALE OF REAL PROPERTY (the "Contract") is made and entered into by and between the City of Salisbury, Maryland (the "Seller"), and between Avery W. Hall, Insurance Agency, Inc. (the "Buyer"). The effective date of this Contract shall be the latest date of a party's execution of this Contract ("Effective Date").

1. DESCRIPTION OF PROPERTY

1. The Seller proposes to sell to the Buyer, and the Buyer hereby purchases from the Seller, the real property described as, 322 East Main Street, Salisbury, Wicomico County, Maryland 21801, Map 0107, Grid 0015, Parcel 0869, Neighborhood: 11002.23, with all improvements and all the rights and appurtenances thereto. The property was acquired by the Seller by the deed dated 7th of June, 1989. All land beginning for the same at a point on the southerly side of East Main Street, 61 feet wide, 250 feet easterly from Poplar Hill Avenue; (1) thence along the southerly side of East Main Street, North 84 degree 34 minutes East, 45 feet to a point; (2) thence by a curve to the right with the following curve data: R-627.5 feet, 1-8 degrees 30 minutes, 63.5 feet to a point at the southwesterly intersection of East Main Street and Salisbury Boulevard; (3) thence along Salisbury Boulevard, South 38 degrees 00 minutes East, 25 feet to a point; (4) thence continuing along Salisbury Boulevard, South 15 degrees 8 minutes West, 19 feet to a point; (5) thence South 56 degrees 7 minutes West 19 feet to a point on the northerly side of Market Street, 42 feet wide; (6) thence along the northerly line of Market Street, South 71 degrees 2 minutes West, 101.43 feet to a point; (7) thence North 5 degrees 26 minutes West, 75.7 feet to the point and place of beginning and is hereinafter referred to the "Property".

2. PURCHASE PRICE AND METHOD OF PAYMENT:

The purchase price (the "Purchase Price") to be paid by Buyer for the Property shall be Forty Thousand Dollars (\$40,000.00). The Purchase Price shall be payable in certified U.S. funds as follows:

- a. A good faith earnest money deposit and partial down payment of Five Thousand Dollars or \$5,000.00 (the "Deposit"), which must be made payable to the Seller and will be held in escrow by SVN Miller Commercial Real Estate. The Deposit must be paid within three (3) business days of the Effective Date, will be applied to the Purchase Price at Settlement Date.
- b. The balance of the Purchase Price shall be payable by wire transfer at Closing.

3. PROPOSED USE

- A. The Buyer will use the Property for existing parking needs, future construction and expansion of their work facility to accommodate future growth and business activities.
- B. The Seller will have right to operate the Property until the Settlement Date.

[] BUYER [] SELLER INITIALS

4. REPRESENTATIONS OF SELLER

The Seller makes the following representations and warranties to the Buyer:

- A. The Seller is the fee simple owner of the property described above.
- B. Seller hereby certifies to Buyer that there is no tenant with any right to possession of the property.
- C. At the Settlement, there will be no contracts affecting the Property or any part thereof, no contracts or agreements for the management of the Property, or any part thereof, and there will be no commission due or owing in connection with any lease or on account of any tenancy or sale of the Property. In the event that Seller has collected any parking permit fees that extend past settlement, such fees will be prorated and credited to Buyer as of the date of Settlement.
- D. The Seller has no knowledge of any actions, suits, investigations or proceedings which have been instituted or threatened against or affecting the Property, including but not limited to environmental matters, at law or in equity, before any federal, state or municipal governmental commission, board, bureau, agency or instrumentality which will materially adversely affect the value, occupancy, use or operation of the Property. The Seller will give the Buyer prompt written notice of any such action, suit or proceeding arising subsequent to the date hereof and prior to the Settlement Date to the extent Seller acquires knowledge thereof.
- E. The Seller has duly and validly authorized, executed and delivered this Agreement, and neither the execution and delivery of this Agreement nor its performance are restricted by or violate any legal, contractual or other obligation of the Seller.
- F. There are no assessments for public improvements against the Property which remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks and/or curbs.
- G. To the best of the Seller's knowledge, all improvements on the Property lie within the boundaries of the property, but notwithstanding this assertion, Buyer purchases this Property, as is, and, prior to settlement will, at its expense, satisfy itself of the legal boundaries of the Property and will provide a proposed legal description to the City Solicitor prior to settlement for his approval.

5. DELIVERY OF CERTAIN MATERIALS TO SELLER AND BUYER

Promptly, but in no event later than ten (10) days following the end of the Inspection and Study Period, Buyer shall deliver to the City Solicitor its legal description of the property to be conveyed pursuant to this Agreement; and a deed will be executed, as approved by the City Solicitor.

Additionally, within ten (10) days of the Effective Date, Seller shall provide to Buyer copies of All Environmental reports, including but not limited to Phase 1 and Phase 2 on the Property and any adjoining properties along with any surveys of the Property.

6. ADDITIONAL UNDERTAKINGS

- A. Seller shall give to the Buyer and its agents, engineers, and other representatives full access to the Property during normal business hours, upon reasonable notice, during the period prior to the Settlement Date. During such period, the Seller shall furnish to Buyer all information concerning the Property which the Buyer may reasonably request. Buyer may, at its sole expense, make such engineering and other studies of the Property prior to the Settlement Date as it may deem necessary.
- B. The Seller agrees that, from the date of this Agreement to the Settlement Date, it will:
 - a. Operate the Property only in the ordinary course and usual manner and that it will not enter into any new lease or enter into any agreement that will encumber the Property.
 - b. Not become a party to any service contract or similar agreement with respect to or affecting the Property without the prior written consent of the Buyer.
 - c. Maintain, at its expense, all existing fire and extended coverage policies covering the Property. The herein described Property is to be held at the risk of Seller until legal title has passed. Buyer's remedy in the event of loss is limited to return of the deposit.
- C. All utilities shall be adjusted and apportioned as of the Settlement Date.
- D. All public or governmental charges or assessments against the premises, which are or may be payable on an annual basis (including all assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, shall be adjusted and apportioned as of the Settlement Date and shall be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the Settlement Date.
- E. The cost of all State and local recordation and transfer taxes shall be split equally among the Buyer and the Seller.

7. INSPECTION AND STUDY PERIOD

Buyer shall have Sixty (60) days from the Effective Date to undertake any inspections, market studies and other studies related to the Property (the **"Inspection and Study Period"**) desired by Buyer. Seller agrees to provide Buyer and its agents, employees and representatives full access to the Property and to cooperate with Buyer in connection with such inspections. Buyer shall indemnify and hold the Seller harmless from any damage to the extent caused by the Buyer, its agents, contractors or invitees. Buyer will repair any damages caused by it or its agents, contractors or invitees to said Property. The Buyer may extend the Inspection and Study Period by an additional Thirty (30) days if a Phase 2 Study is required. The Buyer will need to

provide the notice for a Phase 2 study in writing to the Seller. If the results of any studies done during the Inspection and Study Period require additional testing or investigation, in Buyer's sole discretion, Buyer may extend the Inspection and Study Period for an additional forty-five (45) days.

8. BUYER PURCHASES THE "PROPERTY AS IS"

- A. The obligation of the Buyer to purchase the Property pursuant to the provisions of this Agreement is not contingent upon the condition of the Property or any inspection of the property which has or will be conducted by the Buyer prior to the Settlement Date. During the bid process, Buyer has conducted a thorough inspection of all aspects, and potential hazards present on the Property and agrees to accept the Property in its current condition. Seller has made no warranties or representations to Buyer regarding the condition of the said property, and Buyer has not relied upon any statements regarding the condition of the Property made by Seller, its agents or contractors. Buyer agrees that the Seller shall not be obligated to perform any environmental assessment and Seller will not be held liable and assumes no responsibility for any remedies, costs or procedures.
- B. Buyer may have Forty-Five (45) days following execution of this contract to perform any reasonably required preconstruction engineering tests and environmental assessments. If these tests reveal any environmental or other defects, Buyer shall have no recourse against Seller, except that Buyer may terminate this Disposition Contract and receive a return of Buyer's deposit.
- C. Buyer shall indemnify, defend and save harmless Seller from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, in any way connected with any injury to any person or damage to any property arising out of the inspections and tests set forth in Paragraph 6B above or any loss to Seller occasioned in any way by hazardous substances originating on the property or by the negligent or intentional activities of Buyer before, during or after Buyer's acquisition of the property.
- D. This indemnity specifically includes the obligation of Buyer to perform any remedial or other activities required or ordered by any properly empowered government official, or otherwise reasonably necessary to avoid injury or liability to any person or to prevent the spread of pollution, originating thereon (hereinafter the "remedial work"). Buyer shall perform all such work in its own name in accordance with applicable law, as herein defined.
- E. Whenever Seller has incurred costs described in this section, Buyer shall, within Ten (10) days of receipt of notice thereof, reimburse Seller for all such expenses.

9. SETTLEMENT ATTORNEY/TITLE COMPANY:

Buyer shall have the option of selecting its own Title Insurance company or Title Attorney.

10. SETTLEMENT:

Settlement shall be held in Salisbury, Wicomico County, Maryland, within Thirty (30) days of the end of the Inspection and Study Period (the "Settlement Date"). At Settlement, the Seller shall execute:

- A. A deed to the Property, containing a covenant of special warranty and further assurances, which shall convey to Buyer a good and merchantable fee simple title to the Property subject to zoning and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located, and publicly recorded easements for public utilities and any other easements which may be observed by inspection of the Property. The deed shall be recorded at the expense of the Buyer.
- B. Any other documentation reasonably required to consummate the Buyer's purchase of the Property.

11. POSSESSION:

Possession of the Property shall be given to Buyer at the time of Settlement.

At the time of settlement or occupancy (whichever occurs first), Seller makes no warranties with regard to the condition of the Property included in this Agreement, as Buyer has agreed to accept the property as is. SELLER WILL DELIVER THE PREMISES IN SUBSTANTIALLY THE SAME PHYSICAL CONDITION AS OF THE DATE OF RATIFICATION OF THIS CONTRACT AND BUYER, AT ITS EXPENSE, HAS THE PRIVILEGE OF INSPECTION OF ALL OF THE PREMISES PRIOR TO THE SETTLEMENT OR OCCUPANCY (WHICHEVER OCCURS FIRST) TO VERIFY THE SAME. Except as expressly contained herein no other warranties have been made by the Seller.

- 12. A. BUYERS' REMEDIES.** In the event the Seller should be in default of any obligation on its part to be performed hereunder, or in the event any representation or warranty of Seller should be incorrect, or in the event any condition or obligation referred to in Agreement shall not be satisfied within the time period specified, then, as its sole recourse pursuant to this agreement the Buyer shall be entitled to cancel this Agreement and to receive the immediate return of the deposit referred to in this Agreement. Notice of such default shall be given, in writing, by the injured party within thirty (30) days after the default has occurred. If the party defaulting on this agreement fails or refuses to release monies, the holder of the deposit may deliver the deposit by way of interpleader to the appropriate Court to determine ownership thereof and have all costs and expenses in connection therewith deducted from said deposit.

B. SELLER'S REMEDIES. In the event the Buyer should be in default of any obligation to be performed hereunder prior to settlement, Seller shall be entitled to the deposit as liquidated damages. This limitation shall not, however, apply to the indemnity provision of the Agreement or to any enforcement of the terms of this Agreement, after settlement, for damages or injunctive relief, in any claim made by Seller.

13. MISCELLANEOUS:

- A. The parties hereto agree that this entire agreement shall be binding upon their respective heirs, Personal Representatives, administrators, successors and assigns. **THE PARTIES ALSO**

RECOGNIZE THAT THIS CONTRACT IS LEGALLY ENFORCEABLE AND ARE HEREBY ADVISED TO SEEK LEGAL ADVICE IF NOT UNDERSTOOD.

- B. This contract contains the entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

14. USE OF THE PROPERTY:

- A. Speculation Forbidden. Buyer covenants that the purpose of this purchase is not for speculation.
- B. Covenants. The deed conveying the property shall expressly provide in a format acceptable to the attorney for the City and the attorney for Buyer that the agreements and covenants provided for in this Disposition Contract shall be included therein as covenants running with the land and shall be binding upon the land for the benefit and in favor of the Seller.
- C. Non-Merger. Buyer agrees that none of the provisions of this Disposition Contract are intended to or shall be merged by reason of any deed transferring title to the property to Buyers or to any successor in interest.
- D. Code Covenant. Buyer agrees that all final plans for structures, site improvements, landscaping, etc. on the Property shall be in accordance with the City Code and approved by all appropriate City and other government agencies.
- E. Default. Buyer agrees that if, subsequent to the conveyance of the property to Buyer, Buyer shall default in or violate the Disposition Contract, and such violation is not cured within sixty (60) days after written demand by the Seller, then the Seller shall have the right, but not the obligation, to enforce the terms of this Disposition Contract by seeking damages, injunctive relief or reversion of the Property to Seller. Seller's rights under this Contract, including Seller's right to reversion, shall be superior to any subsequent sale, lease, mortgage or lien against the Property as a result of any action by Buyer. Seller's rights shall only be subordinated by the written agreement of Seller. In the event of the bankruptcy or insolvency of Buyer, or its assignee, equitable title to of the Property shall immediately revert to the Seller.

15. BROKERAGE COMMISSION

- a. SVN Miller Commercial Real Estate, which represents the Buyer in this transaction will receive from the Seller, a 3% of the Purchase Price commission fee for the procurement of this transaction. KLNb, which represents the Seller in this transaction will receive a 2.75% of the Purchase Price commission fee from the Seller.
- b. The Buyer and Seller shall indemnify and hold each other harmless from and against any claim, damage, cost, or liability for brokerage or other commission arising from or out of any breach of the Contract.

16. NOTICE

Any notice to be given to a party under this Agreement shall be deemed to be given on the date hand-delivered to the party, or on the second business day following the date when deposited in the United States mail, postage prepaid, certified mail, return receipt requested,

Addressed to the Seller at:

Jennifer Miller

Department of Procurement

125 N Division Street

Salisbury, MD 21801

Addressed to the Buyer at:

Joseph Gast, President

Avery W. Hall Insurance Agency, Inc.

308 East Main Street

Salisbury, MD 21801

17. TIME OF THE ESSENCE. Time shall be of the essence in the Agreement.

AS WITNESS the hands and seals of the parties hereto, the day and year first above written.

ATTEST:

CITY OF SALISBURY

City Clerk

Mayor

BUYER

WITNESS

(SEAL)

BY: Joseph Gast, President

Avery W. Hall Insurance Agency, Inc.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

WHEREAS, by this Resolution, the Council **(i)** hereby approves the Contract of Sale **Contract**) (attached hereto and incorporated herein as **Exhibit A**) authorizing the sale of 322-328 East Treet to Avery W. Hall Insurance Agency, Inc. and **(ii)** hereby authorizes the Mayor's execution on behalf of the City; and,

38 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
39 **SALISBURY, MARYLAND,** as follows:

40 **Section 1.** The Mayor is hereby authorized to execute, on behalf of the City of Salisbury, that
41 certain Contract of Sale, by and between the City of Salisbury and Avery W. Hall Insurance Agency Inc.,
42 attached hereto and incorporated herein as **Exhibit A**.

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

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

50 **Section 4.** The recitals set forth hereinabove and **Exhibit A** attached hereto, and all exhibits
51 attached thereto and incorporated therein, are incorporated into this section of the Resolution as if such
52 recitals and **Exhibit A** were specifically set forth at length in this Section 4.

53 **THE ABOVE RESOLUTION** was introduced and read and passed at the regular meeting of the
54 Council of the City of Salisbury held on this ____ day of October 2022 and is to become effective
55 immediately upon adoption.

56
57 **ATTEST:**
58
59
60

61 _____
62 **Kimberly R. Nichols, City Clerk**

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

63
64
65 Approved by me, this _____ day of _____, 2022.
66
67
68
69

70 _____
71 **Jacob R. Day, Mayor**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2023 MARINA FUND BUDGET TO APPROPRIATE ADDITIONAL FUNDS REQUIRED FOR FUEL AND EMERGENCY REPAIRS.

WHEREAS, the City operates the Port of Salisbury Marina and providing fuel and water is vital to its operation:

WHEREAS, the increase in fuel costs is not reflected in the current budget and the Port of Salisbury is at risk of not being able to provide fuel to boaters; and

WHEREAS, separate and apart from the increase in fuel costs, a leak was discovered in the service providing water to the Port of Salisbury Marina and emergency repairs were needed; and

WHEREAS, the marina fund budget must be amended to provide for these unexpected expenses; 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 Marina Fund budget is hereby amended as follows:

- (a) Increase the Current Surplus Available Revenue Account (60300-469810) by \$20,000.00
- (b) Increase the Gasoline Expense Account (47000-556204) by \$10,000.00
- (c) Increase the Repairs and Maintenance Expense Account (47000-534302) by \$10,000.00

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 26th day of September, 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63

John R. Heath, City Council President

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

Jacob R. Day, Mayor

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

ORDINANCE NO. 2743

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WICOMICO COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY FOR THE PURPOSE OF ACCEPTING COMMUNITY MENTAL HEALTH SERVICES (COVID RELIEF) BLOCK GRANT FUNDS IN THE AMOUNT OF \$45,244.00 AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE HOMELESS SERVICES CASE SPECIALIST POSITION.

WHEREAS, Critical Time Intervention (“CTI”) is a time-limited evidence-based practice model designed to mobilize support for vulnerable individuals during periods of transition, including individuals transitioning from homelessness to permanent supportive housing; and

WHEREAS, the Wicomico County Health Department received funding from the Behavioral Health Administration for Block Grants for Community Mental Health Services (COVID Relief) specific to the delivery of CTI services; and

WHEREAS, the Wicomico County Local Behavioral Health Authority (“**Wicomico County LBHA**”) has awarded the City of Salisbury (the “**City**”) a Block Grant for Community Mental Health Services (COVID Relief) in the amount of \$45,224.00 (the “**CTI Funds**”); and

WHEREAS, the City’s Homeless Services Case Specialist position will use CTI principles to assist individuals who are transitioning from homelessness to permanent supportive housing; and

WHEREAS, a permissible use of the CTI Funds is to (partially) cover the salary costs of the Homeless Services Case Specialist; and

WHEREAS, in order to accept the CTI Funds, the City must enter into a Memorandum of Understanding (“**MOU**”) with the Wicomico County LBHA to define the permitted expenditure, and conditions related thereto, of the CTI Funds; 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 MOU with the Wicomico County LBHA, on behalf of the City of Salisbury, for the City’s acceptance of grant funds in the amount of \$45,224.00.

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 MHBG SAMSHA Revenue Account No. 10530–425651–XXXXX by \$45,224.00.

(b) Increase Salaries–Non-Clerical Expense Account No. 10530–501002–XXXXX by \$45,224.00.

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

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

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

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

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

58
59 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
60 Salisbury held on the 26th day of September, 2022 and thereafter, a statement of the substance of the Ordinance
61 having been published as required by law, in the meantime, was finally passed by the Council of the City of
62 Salisbury on the _____ day of _____, 2022.

63
64 **ATTEST:**

65
66
67
68 _____
69 **Kimberly R. Nichols, City Clerk**

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

70
71
72 Approved by me, this _____ day of _____, 2022.

73
74
75
76 _____
77 **Jacob R. Day, Mayor**
78



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

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

ORDINANCE NO. 2744

**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

33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

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:**

53
54
55
56
57 _____
58 **Kimberly R. Nichols, City Clerk**

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

59
60 Approved by me, this _____ day of _____, 2022.

61
62
63
64 _____
65 **Jacob R. Day, Mayor**
66



City of
Salisbury
Jacob R. Day, Mayor

September 19, 2022

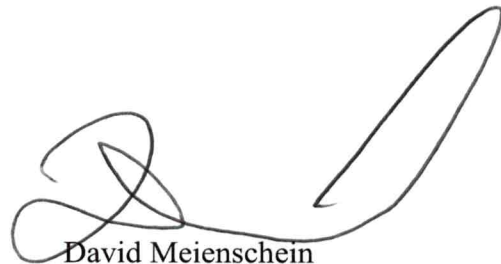
TO: Julia Glanz

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

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
47
48
49
50
51

ORDINANCE NO. 2745

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 5.

61 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
62
63

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.
68

69
70 **ATTEST:**
71
72

73
74 _____
75 **Kimberly R. Nichols, City Clerk**
76

73
74 _____
75 **John R. Heath, City Council President**
76

77
78 Approved by me, this _____ day of _____, 2022.
79
80

81
82 _____
83 **Jacob R. Day, Mayor**
84
85



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").

WITNESSETH:

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:

EXHBIT 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
---------	---	------------

CLASS B	-	\$2,000.00
---------	---	------------

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

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
47
48
49
50
51
52
53
54

ORDINANCE NO. 2746

**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.
59
60

61 **ATTEST:**
62
63
64

65 _____
66 **Kimberly R. Nichols, City Clerk**

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

67
68 Approved by me, this _____ day of _____, 2022.
69
70

71 _____
72 **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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

ATTEST:

49
50
51
52
53
54
55
56
57
58
59
60
61

Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

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

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.

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

ORDINANCE NO. 2748

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.
87

88
89 **ATTEST:**
90

91
92
93 **Kimberly R. Nichols, City Clerk** **John R. Heath, City Council President**
94

95
96
97 Approved by me, this _____ day of _____, 2022.
98

99
100
101
102 **Jacob R. Day, Mayor**
103



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.

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

ORDINANCE NO. 2749

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 _____, 2022.

Jacob R. Day, Mayor