



**CITY OF SALISBURY
SPECIAL MEETING AGENDA**

DECEMBER 18, 2023

5:25 p.m.

Salisbury Headquarters at 115 S Division Street and Zoom Video Conferencing

Times shown for agenda items are estimates only.

5:45 p.m. CALL TO ORDER

5:45 p.m. ADOPTION OF SPECIAL MEETING AGENDA

5:46 p.m. APPROVAL OF FY23 AUDIT AS PRESENTED

5:47 p.m. ORDINANCES- presented by City Attorney Ashley Bosché

- **Ordinance No. 2842**- 2nd reading- authorizing the Mayor to appropriate funds for the Naylor Mill Water Main Extension Project
- **Ordinance No. 2843**- 2nd reading- approving a budget amendment of the FY2024 General Fund Budget to appropriate funds to the Department of Field Operations Budget
- **Ordinance No. 2844**- 2nd reading- to accept funds received from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the purchase of protective vests for police officers
- **Ordinance No. 2845**- 2nd reading- to accept state grant funds from the Office of Crime Prevention, Youth, and Victim Services in the amount of \$4,000.00 under the FY24 Police Recruitment and Retention
- **Ordinance No. 2846**- 2nd reading- to accept grant funds received for the Mental Health Co-Responder Project from the Governor's Office of Crime Prevention, Youth and Victim Services through the Byrne-Justice Assistance Program
- **Ordinance No. 2847**- 2nd reading- approving a budget amendment of the city's FY24 Budget to accept and appropriate donated funds from the Community Foundation of the Eastern Shore Winter Wonderland of Lights fund to support the cost of the annual holiday lighting displays at Salisbury's City Park
- **Ordinance No. 2848**- 1st reading- authorizing the Mayor to accept a grant from the Walmart Foundation and to appropriate those funds for Anne Street Village
- **Ordinance No. 2849**- 1st reading- accepting grant funds from the Community Foundation of the Eastern Shore in the amount of \$7,231 for the Summer Youth Employment Program.
- **Ordinance No. 2850**- 1st reading- approving a budget amendment of the FY2024 General Fund Budget to appropriate funds to the Salisbury Fire Department's Operating Account

- **Ordinance No. 2851**- 1st reading- approving a budget amendment of the FY2024 General Fund Budget to appropriate funds to the Salisbury Fire Department's Operating Account

6:00 p.m. ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk's Office, 115 S. Division Street, Salisbury Headquarters Building, 410-548-3140 or on the City's website at 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.

Join Zoom Meeting

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

Meeting ID: 881 6325 3286

Passcode: 812389

Phone: 1.301.715.8592

*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).*

12/14/23

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3 **ORDINANCE NO. 2842**

4 **AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO**
5 **APPROPRIATE FUNDS FOR THE NAYLOR MILL WATER MAIN EXTENSION PROJECT.**

6 **WHEREAS**, the City of Salisbury is eligible to receive \$4,874,910.00 of loan principal
7 forgiveness from the Maryland Water Infrastructure Financing Administration (“MWIFA”) for the Naylor
8 Mill Water Main Extension Project (“Project”); and
9

10 **WHEREAS**, the Project is necessary to serve the Naylor Mill Mobile Home Park with municipal
11 water; and
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13 **WHEREAS**, the Project will improve the City’s water distribution system hydraulics, redundancy
14 and water quality by extending the water distribution system to loop to the existing water mains in the
15 Westwood Commerce Park; and
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17 **WHEREAS**, the loan closing cannot occur until construction bids are accepted by the Maryland
18 Board of Public Works and, consequently, a budget amendment is needed to proceed with design and
19 administration of the Project; and
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21 **WHEREAS**, the design and administration costs of the Project are estimated to be \$718,250; and
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23 **WHEREAS**, the Department of Water Works desires to contract with engineering consulting
24 firm(s) to design and administer the Project; and
25

26 **WHEREAS**, design and administration of the Project are eligible expenses, which are
27 reimbursable by the loan principal forgiveness awarded by MWIFA upon acceptance of the construction
28 bids by the Maryland Board of Public Works; and
29

30 **WHEREAS**, \$718,250 in funds are available from surplus to be transferred from the Water
31 Sewer Fund as Pay GO to the Water Sewer Capital Project fund for the Project; and
32

33 **WHEREAS**, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract
34 that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and
35

36 **WHEREAS**, the appropriations necessary to execute the appropriation of \$718,250 to complete
37 the Naylor Mill Water Main Extension Project design and administration as provided hereinabove must
38 be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the
39 City of Salisbury.
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41 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF**
42 **THE CITY OF SALISBURY, MARYLAND**, as follows:
43

44 **Section 1.** Mayor Randolph J. Taylor is hereby authorized to appropriate funds for the
45 Naylor Mill Water Main Extension project in the amount of \$718,250.00.
46

47 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
48 **SALISBURY, MARYLAND**, as follows:
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50 **Section 2.** The City of Salisbury’s FY24 Water Sewer Fund Budget be and hereby is amended
51 as follows:

- 52 (a) Increase Revenue 97060-469313 Use of Surplus by \$718,250
- 53 (b) Increase Expense 97060-513020 Engineering by \$718,250

54 **Section 3.** The City of Salisbury’s Water Sewer Capital Project Fund Budget be and hereby is
55 amended as follows:

- 56 (a) Increase Revenue 97060-469313-XXXXX PayGO by \$718,250
- 57 (b) Increase Expense 97060-513020-XXXXX Engineering by \$718,250

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

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

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

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

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

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76 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
77 Salisbury held on the 11th day of December, 2023 and thereafter, a statement of the substance of the
78 Ordinance having been published as required by law, in the meantime, was finally passed by the Council
79 of the City of Salisbury on the 18th day of December, 2023.

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81 **ATTEST:**

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86 _____
87 **Kimberly R. Nichols, City Clerk**

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87 **D’Shawn M. Doughty, City Council President**

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89 **Approved by me, this _____ day of _____, 2023.**

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94 **Randolph J. Taylor, Mayor**

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ORDINANCE NO. 2843

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2024 GENERAL FUND BUDGET TO APPROPRIATE FUNDS TO THE DEPARTMENT OF FIELD OPERATIONS BUDGET.

WHEREAS, solid waste collection and disposal in the City is of vital importance; and

WHEREAS, the majority of the Sanitation Division’s vehicles continue to function beyond their expected life cycles causing a need for daily unexpected maintenance; and

WHEREAS, the Sanitation Division within the Department of Field Operations has a vehicle maintenance budget currently at \$16,466.18 for the remainder of FY2024; and

WHEREAS, the Sanitation Division within the Department of Field Operations has estimated \$90,000 would be required for the remainder of FY2024 to properly maintain their current sanitation fleet allowing for sanitation collection to stay within schedule; 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 2024 General Fund Budget be and is hereby amended as follows:

- (a) Increase the Current Year Surplus Account (01000-469810) by \$90,000; and
- (b) Increase the Sanitation Division’s Vehicle Account (32061-534308) by \$90,000.

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 11th day of December, 2023 and thereafter, a statement of the substance of the

53 Ordinance having been published as required by law, in the meantime, was finally passed by the Council
54 of the City of Salisbury on the 18th day of December, 2023.

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56 **ATTEST:**

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

_____ **D'Shawn M. Doughty, City Council President**

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63 Approved by me, this _____ day of _____, 2023.

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67 **Randolph J. Taylor, Mayor**

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ORDINANCE NO. 2844

AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT FUNDS RECEIVED FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE FOR THE PURCHASE OF PROTECTIVE VESTS FOR POLICE OFFICERS.

WHEREAS, the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has awarded the Salisbury Police Department \$10,075.00 for the purpose of purchasing replacement bullet proof vests; and

WHEREAS, the Salisbury Police Department desires to use these federal funds to purchase bullet proof vests to replace those that are coming to end of useful life in order to maintain the appropriate safety equipment for its officers; and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into an agreement 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 donation 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 shall be and hereby is amended as follows:

(a) Increase Bureau of Justice Assistance Fund Revenue, Acct. No. 10500-423110-XXXXX, by \$10,075.00; and

(b) Increase Police Department, Protective Vest, Acct. No. 10500-546022-XXXXX, by \$10,075.00.

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 11th day of December, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 18th day of December, 2023.

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ATTEST:

Kimberly R. Nichols, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2023.

Randolph J. Taylor, Mayor

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ORDINANCE NO. 2845

AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT STATE GRANT FUNDS FROM THE OFFICE OF CRIME PREVENTION, YOUTH, AND VICTIM SERVICES IN THE AMOUNT OF \$4,000.00 UNDER THE FY24 POLICE RECRUITMENT AND RETENTION (PRAR).

WHEREAS, the Office of Crime Prevention, Youth, and Crime Victim Services has awarded the Salisbury Police Department \$24,000.00 to be used for the purposes of police retention; and

WHEREAS, the Salisbury Police Department has already included \$20,000.00 of such funds on the Schedule C; and

WHEREAS, the remaining \$4,000.00 was not included on the Schedule C and therefore has not been formally accepted; and

WHEREAS, the collective amount of the funds will be used for police advertising, including but not limited to professional billboard advertisement, intended to encourage police retention and recruitment; and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into an agreement 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 donation 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’s Grant Fund Budget shall be and hereby is amended as follows:

- 1) Increase GOCCP Revenue 10500-425100-23055 by \$4,000.00
- 2) Increase the PRAR Expense 10500-555501-23055 by \$4,000.00

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.

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50 Ordinance having been published as required by law, in the meantime, was finally passed by the Council
51 of the City of Salisbury on the 18th day of December, 2023.

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54 **ATTEST:**

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59 **Kimberly R. Nichols, City Clerk**

_____ **D'Shawn M. Doughty, City Council President**

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62 Approved by me, this _____ day of _____, 2023.

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68 **Randolph J. Taylor, Mayor**

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ORDINANCE NO. 2846

AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT GRANT FUNDS RECEIVED FOR THE MENTAL HEALTH CO-RESPONDER PROJECT FROM THE GOVERNOR’S OFFICE OF CRIME PREVENTION, YOUTH AND VICTIM SERVICES THROUGH THE BYRNE- JUSTICE ASSISTANCE PROGRAM.

WHEREAS, the Governor’s Office of Crime Prevention, Youth and Victim Services, through the Byrne- Justice Assistance Program, has awarded the Salisbury Police Department grant funds in the amount of \$84,500.00; and

WHEREAS, these grant funds will be used by the Salisbury Police Department for the contractual hiring of a clinically qualified mental health professional for its “Mental Health Co-Responder Project”; and

WHEREAS, the clinically qualified mental health professional will integrate with law enforcement officers in the field as part of a mental health crisis co-responder model to respond together to offer a mental health nexus on calls for service; and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into an agreement 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 funding must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

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

Section 1. Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the Governor’s Office of Crime Prevention, Youth and Victim Services on behalf of the City of Salisbury for the City’s acceptance of grant funds in the amount of \$84,500.00, so that those funds may be utilized by the Salisbury Police Department to fund its “Mental Health Co-Responder Project.”

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

- (a) Increase Byrne Memorial JAG Revenue Account 10500-423101-XXXXX by \$84,500.00
- (b) Increase Salary Account 10500-501001-XXXXX by \$57,000.00
- (c) Increase Fringe Benefits Accounts 10500-5020XX-XXXXX by \$27,500.00

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

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

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

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

48 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
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51 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
52 Salisbury held on the 11th day of December, 2023 and thereafter, a statement of the substance of the
53 Ordinance having been published as required by law, in the meantime, was finally passed by the Council of
54 the City of Salisbury on the 18th day of December, 2023.

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57 **ATTEST:**

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

_____ **D'Shawn M. Doughty, City Council President**

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66 Approved by me, this _____ day of _____, 2023.

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Randolph J. Taylor, Mayor

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ORDINANCE NO. 2847

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE CITY'S FY24 BUDGET TO ACCEPT AND APPROPRIATE DONATED FUNDS FROM THE COMMUNITY FOUNDATION OF THE EASTERN SHORE WINTER WONDERLAND OF LIGHTS FUND TO SUPPORT THE COST OF THE ANNUAL HOLIDAY LIGHTING DISPLAYS AT SALISBURY'S CITY PARK.

WHEREAS, the City's Arts, Business and Culture Department is preparing to rehabilitate the city park light displays; and

WHEREAS, The Community Foundation of the Eastern Shore administers a fund to support the cost of the annual holiday lighting display at Salisbury's City Park; and

WHEREAS, The fund has an available balance of \$7,155.70, which can be donated to the City; and

WHEREAS, The aforementioned donated funds will be used by the City to rehabilitate existing structures with fresh paint and to purchase light bulbs, control modules, and electrical supplies, and to offset labor costs associated with the rehabilitation of the displays; and

WHEREAS, appropriations necessary for this donation 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's FY24 General Fund be and hereby is amended as follows:

- 1) Increase Donations Revenue Account 01000-456415 by \$7,155.70
- 2) Increase Events Expense Account 11600-555513 by \$7,155.70

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

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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 Council of the City of Salisbury held on this 11th day of December, 2023, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 18th day of December, 2023.

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ATTEST:

Kimberly R. Nichols, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2023.

Randolph J. Taylor, Mayor



City of Salisbury

To: Salisbury City Council

CC: Andy Kitzrow, La'Tanya Christopher, Keith Cordrey

From: Muir Boda, Director of Housing & Community Development

Subject: Budget Amendment Walmart Foundation Grant for Anne St. Village

Date: November 28, 2023

Council,

The City of Salisbury has been approved and received a grant in the amount of \$1,000 for Anne Street Village from the Fruitland Walmart via the Walmart Foundation. Though we typically receive grants through the Community Foundation of the Eastern Shore into our non-endowment fund, this particular grant we had to apply and process this way. We are appreciative of the support from the Fruitland Walmart and their Associates and it was presented to us recently at their re-grand opening after going through an extensive remodel and expansion.

These funds will be used to furnish the remaining houses with microwaves, mattresses, and small refrigerators. In addition to these funds, we have received another donation that went to CFES in the amount of \$2,000. With our new staff on board, we will be able to fully occupy Anne Street Village.

If Council has any questions or concerns, please feel to reach out.

Muir

Walmart/Sam's Club Facility# 2931 Community Grant Status: Request ID 90680893

cgadmin@cybergrants.com <cgadmin@cybergrants.com>

Mon 10/30/2023 8:19 PM

To: Muir Boda <MBODA@SALISBURY.MD>

WARNING: This message was sent from an external source. Please verify the source before clicking any links or opening any attachments. NEVER provide account credentials or sensitive data unless the source has been 100% verified as legitimate.

Local Community Grant Request ID 90680893; Facility# 2931

Dear Muir Boda,

Congratulations! Facility # 2931 has recommended your Community Grant application, Request ID 90680893, to receive a \$1,000.00 grant.

Please allow 4-6 weeks for delivery. If you do not receive your check in that time, please contact the facility manager to make further inquiries.

For your reference we have provided the check information and address below:

Invoice # 93723791

Address:

125 N Division St Room103
Salisbury, MD 21801

You will also receive a separate email with additional details. If you haven't already, we encourage you to explore [Walmart.com/nonprofits](https://www.walmart.com/nonprofits) to learn more about all our Spark Good local giving programs.

Thanks again for all that you do for the community.

Sincerely,
Walmart and Sam's Club Local Giving Team

CG/JMAIL/290622169

Walmart Inc. (“Walmart”) requires each Grantee to accept the following terms which shall apply to any grant funds awarded by Walmart in response to the Grantee’s application. Your acceptance of these terms is a prerequisite for the consideration of your grant application.

Please note that your review and agreement to the following terms does not create any agreement on behalf of Walmart to approve your grant application or to provide any donation to your organization. The following terms become binding only upon the issuance of a check by Walmart in response to your organization’s grant application.

Unless otherwise specified, all terms shall apply to all Grantees.

The Grantee agrees to the following:

1. AUTHORITY

Grantee’s signatory possesses all necessary capacity and authority to act for, sign and bind the Grantee to this Agreement.

2. REPRESENTATIONS OF GRANTEE

The Grantee represents to Walmart (the “Grantor”) that it qualifies as one of the following types of organizations:

- An organization holding a current tax-exempt status under Section 501(c)(3) or (19) of the Code;
- A recognized government entity: state, county, or city agency, including law enforcement or fire department;
- A K-12 public or private school, charter school, community/junior college, state/private college or university; or
- A recognized church or other faith-based organization.

3. PURPOSE AND ADMINISTRATION

The grant shall be used exclusively for the purposes selected by Grantee in the Grantee’s Community Grants application (the “Fund Use”). Additionally, Grantee agrees as follows:

- The Grantee will directly administer the project or program being supported by the grant and agrees that no grant funds shall be re-granted to any organization or entity, whether or not formed by the Grantee.

- The Grantee will use funds for exclusively charitable, scientific, and/or educational purposes.
- The Grantee shall expend the grant funds exclusively within the United States in accordance with this Agreement.

4. USE OF GRANT FUNDS

The Grantee shall use the full amount of the grant for the purposes set forth in the Fund Use. Unless otherwise agreed in writing by Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the “Code”);
- To influence the outcome of any specific public election;
- To conduct activities outside the United States;
- To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code; or
- To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, gender identity, age, or sexual orientation, or support of any entity that engages in these activities.

Any interest or other income generated by the grant funds must be applied to the purposes described in the Fund Use.

To the extent that the Grantee is a governmental entity, and in addition to all other requirements contained in this Agreement, the Grantee agrees that grant funds are to be used exclusively for public purposes within the meaning of Section 170(c)(1) of the Code.

5. RECORD RETENTION

The Grantee agrees to maintain complete and accurate records of receipts and expenditures and make its books and records available to the Grantor at reasonable times upon its request. Grantee will maintain books, accounts, and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of funds. No “off the books” or unrecorded funds or accounts shall be created or maintained for any purpose. Furthermore, Grantee will maintain records of expenditures charged against the grant that are adequate to identify the use of the funds in compliance with the purposes and restrictions specified in this Agreement. Such records shall be retained for a period of at least five years after the completion of the use of the grant.

The Grantor may, at its expense, monitor and conduct an evaluation of operations under the grant, which may include visits by representatives of the Grantor to observe the Grantee’s program, procedures and operations, and discussions of the program with the Grantee’s personnel.

6. ADDITIONAL TERMS AND CONDITIONS

The Grantor reserves the right to terminate the grant for cause as a result of the Grantee’s breach of the terms of this Agreement or the Grantee’s failure to make adequate and sustained progress toward the completion of the activities and achievement of the objectives contained in the Funds Use. Notwithstanding the foregoing, in the event that Grantor determines, in its sole discretion, that Grantee has engaged in conduct that violates Section 12 of this Agreement, Grantor immediately shall have the right to suspend future donations and to suspend or terminate this Agreement.

If the Grantor determines, in its reasonable discretion, that the Grantee has breached or failed to carry out any provision of this Agreement, the Grantor may, in addition to any other legal remedies it may have, terminate the grant and demand the return of all or part of the grant funds not spent or obligated to third parties in accordance with the terms of this Agreement, including, without limitation, all grant funds expended by the Grantee for purposes other than for the Funds Use. The Grantee shall return all such grant funds to the Grantor within thirty (30) days of receiving a termination notice from the Grantor.

7. PUBLICITY

The Grantor may make information regarding this grant public at any time and in a manner which it deems appropriate. Grantee agrees to cooperate with any effort by Grantor to publicize the grant, including but not limited to designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries.

Grantee agrees to provide Grantor an opportunity to review and comment on the contents of any statement, release, or report concerning this grant in advance of its release to the public or any third party.

Notwithstanding anything to the contrary contained herein, Grantee may list Grantor as a supporter of Grantee for up to one year following Grantor's transfer of funds to Grantee pursuant to this Agreement; *provided, however*, (i) any such listing will include the names of other supporters of Grantee and (ii) Grantor's position on such listing shall be reasonable in proportion to the amount given by Grantor. No license to use Grantor's (or Grantor's subsidiaries' or affiliates') trademarks, trade names or other intellectual property is granted hereunder.

8. NO ADDITIONAL SUPPORT

It is expressly understood that the Grantor has no obligation to provide additional support to the Grantee for this or any other project or purposes.

9. GENERAL INDEMNIFICATION

The Grantee shall indemnify, defend, save and hold harmless the Grantor, its governing board, and the individual members thereof, and all officers, agents, employees, representatives and volunteers from and against any and all liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, related to, connected with, or as a result of any acts or omissions of the Grantee, including, without limitation, any injury or property damage suffered by any third party due to the negligence or willful misconduct by the Grantee or any Grantee employee, officer, agent, employee, representative or volunteer in performance of this Agreement. Such provision shall not apply to any liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, connected with, or as a result of any negligent act or willful misconduct committed by the Grantor.

In no case shall the Grantor be liable to the Grantee or any third party for consequential damages. The Grantor shall have no liability for any debts, liabilities, deficits, cost overruns, or negligence or willful misconduct of the Grantee. It is expressly understood by the parties that no trustee, director, member, officer, employee or other representative of the Grantor shall incur any financial responsibility or liability of any kind or nature in connection with this Agreement. The parties agree that the liability of the Grantor hereunder shall be limited to the payment of the grant awarded by Grantor, if any, pursuant to the terms and conditions of this Agreement and that the Grantor shall have no other duty or obligation to the Grantee or any other person.

To the extent that the Grantee is a governmental entity described in Section 170(c)(1) of the Code and is prohibited by law from providing Grantor with the above indemnification, this Section 9 shall not be applicable.

10. COMPLIANCE WITH LAWS

Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the grant, including those that govern gifts, donations, contributions, expenditures, and

anything else of value that benefit, directly or indirectly, public officials. Grantee agrees to notify Grantor immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the grant and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Grantee relating to any such investigation, action, litigation, or disciplinary proceeding.

11. ANTI-TERRORISM AND ECONOMIC SANCTIONS

Grantee affirms that neither Grantee nor any of Grantee's affiliates (i) is or will act in violation of any Anti-Terrorism Law (as defined below), (ii) is or will become a Prohibited Person (as defined below), (iii) conducts or will conduct any business or engages or will engage in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (iv) deals in or will deal in or otherwise engages or will engage in any transaction relating to property or interests in property blocked pursuant to Executive Order No. 13224 (as defined below); or (v) engages in or will engage in or conspires to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein: (A) "Anti-Terrorism Law" is defined as any Law relating to terrorism or money-laundering, including Executive Order No. 13224 and the USA Patriot Act (as defined below); (B) "Executive Order No. 13224" is defined as the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as amended; (C) "Prohibited Person" is defined as any person or entity (1) listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (2) owned or controlled by, or acting for or on behalf of, any party described in clause (C)(1) above; (3) with whom any lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (4) who commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; (5) named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list; or (6) affiliated with any party described in clauses (C)(1)-(5) above; and (D) "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as amended.

12. ANTI-CORRUPTION COMPLIANCE

Grantee agrees that its use of all funds received under this Agreement will be in full compliance with all applicable anti-corruption laws and regulations, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act. Accordingly, Grantee agrees that in connection with its activities under this

Agreement, neither Grantee nor any agent, affiliate, employee, re-grantee, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office in order to gain any unfair advantage or to influence any act or decision of a government official. Grantee further agrees that the funds provided under this Agreement shall not be used for the personal benefit or enrichment of any government official.

Grantee agrees to provide timely information to Walmart regarding any changes to the representations made in this Agreement. Grantee further agrees to assist and cooperate in any investigations related to the use of the grant funds received under this Agreement.

13. APPLICABLE LAW

This Agreement, and the rights and obligations of the parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Arkansas.

14. REPRESENTATIVES AND SUCCESSORS BOUND

This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

15. DEPOSIT OF FUNDS

Notwithstanding anything else to the contrary in this Agreement, the Grantee, by executing this grant Agreement, expressly agrees to deposit the grant funds check in its account in a timely fashion. Grantee acknowledges and agrees that if it does not cash the check within one hundred eighty (180) days of the effective date of this Agreement, the Grantor will issue a stop payment order on such check, and Grantee releases any and all interest in the grant funds and the check and hereby acknowledges that the Grantor is not holding the grant funds on Grantee's behalf. Further, such failure to timely cash the check shall be deemed to be a waiver by Grantee of any rights of action against Grantor. If a stop payment is issued pursuant to this provision, the Grantee may submit a new request to Grantor for grant funds, for similar or different purposes, but the determination as to whether to issue a new grant check to Grantee in such circumstance is in the sole discretion of the Grantor.

16. ENTIRE CONTRACT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Fund Use in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or

binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this Agreement, including the Fund Use, must be approved in writing by both the Grantor and the Grantee. This Agreement and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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ORDINANCE NO. 2848

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE
MAYOR TO ACCEPT A GRANT FROM THE WALMART FOUNDATION
AND TO APPROPRIATE THOSE FUNDS FOR ANNE STREET VILLAGE.**

WHEREAS, the City of Salisbury has applied for and received approval for a grant for Anne Street Village (“ASV”) from the Walmart Foundation in the amount of \$1,000; and

WHEREAS, the City of Salisbury has a need to appropriate the funds at ASV for items such as microwaves, small refrigerators, mattresses, blankets, and pillows for the ASV homes; and

WHEREAS, the appropriations necessary to execute the appropriation of the \$1,000 grant 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 Randolph J. Taylor is hereby authorized to accept \$1,000 in grant funds from the Walmart Foundation and to appropriate those funds for ASV.

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

Section 2. The City of Salisbury’s FY24 Grant Fund Budget be and hereby is amended as follows:

- (a) Increase Walmart Grant Revenue Account No. 10530-426110-XXXXX
- (b) Increase Anne Street Village Expense Account No. 10530-546006-XXXXX

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 11th day of December, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 18th day of December, 2023.

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ATTEST:

Kimberly R. Nichols, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2023.

Randolph J. Taylor, Mayor



To: Salisbury City Council

CC: Kim Nichols, Julie English,

From: Muir Boda, Director of Housing & Community Development

Subject: Budget Amendment Grant Funds for the Summer Youth Employment Program

Date: December 8, 2023

Council,

The Community Foundation of the Eastern Shore has awarded the City of Salisbury \$7,231 for our Summer Youth Employment Program. This program employs 12 high school students for eight weeks and this will cover the salaries for two students. The program starts June 24, 2024 through August 16 2024.

The program exposes these students to various departments within the city and the jobs associated with the operation of a municipality. We are continuing our partnership with Junior Achievement who provides financial literacy classes to the students in the program. This program allows the students to gain work experience, build a resume, and earn job references for the future. We are excited to be able to continue providing this program.

If Council has any questions or concerns, please feel to reach out.

Muir Boda
Director HCDD

1 **ORDINANCE NO. 2849**

2 **AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT GRANT FUNDS**
3 **FROM THE COMMUNITY FOUNDATION OF THE EASTERN SHORE IN THE**
4 **AMOUNT OF \$7,231 FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM.**
5

6 **WHEREAS**, the City of Salisbury employs high school students for an eight (8) week program from June
7 24, 2024 to August 16, 2024 (“Summer Program”);
8

9 **WHEREAS**, the Community Foundation of the Eastern Shore (CFES) has awarded the City of Salisbury
10 (the “City”) a Workforce Development Grant in the amount of \$7,231;
11

12 **WHEREAS**, the City’s Housing and Community Development Department will use the funds to cover
13 the salary costs of two (2) student employees for the duration of the Summer Program; and
14

15 **WHEREAS**, appropriations necessary to accept and execute the purpose of this grant must be made upon
16 the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.
17

18 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY**
19 **OF SALISBURY, MARYLAND**, as follows:
20

21 **Section 1.** Mayor Randolph J. Taylor is hereby authorized to establish a grant account for CFES, on
22 behalf of the City of Salisbury, for the City’s acceptance of the Workforce Development grant monies in the
23 amount of \$7,231.
24

25 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
26 **SALISBURY, MARYLAND**, as follows:
27

28 **Section 2.** The City of Salisbury’s Grant Fund Budget be and hereby is amended as follows:

- 29 1) Increase CFES Revenue Account 10500-426100-XXXXX by \$7,231.
30 2) Increase Part Time Salaries Account 10500-501006-XXXXX by \$6,360
31 3) Increase Fringe Benefits Accounts 10500-502xxx-XXXXX by \$871

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

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

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

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

43 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
44

45 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury
46 held on the 11th day of December, 2023 and thereafter, a statement of the substance of the Ordinance having been
47 published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the
48 18th day of December, 2023.

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ATTEST:

Kimberly R. Nichols, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2023.

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Chris O'Barsky, Deputy Fire Chief
Date: 12/8/2023
Subject: Budget Amendment

The Fire Department is requesting the approval of a budget amendment in the amount of \$4,160.00 for re-imbursement received after providing three (2) Bike Medic Teams to the 2023 Ocean City Bike Fest on September 13th, 14th, 15th, and 16th.

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.

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ORDINANCE NO. 2850

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET
AMENDMENT OF THE FY2024 GENERAL FUND BUDGET TO APPROPRIATE
FUNDS TO THE SALISBURY FIRE DEPARTMENT'S OPERATING ACCOUNT.**

WHEREAS, the Fire Department, in collaboration with the Ocean City Fire Department and OC Jams LLC, provided three (2) Bike Medic Teams for the Ocean City Bike Fest; and

WHEREAS, the City has received a reimbursement check from OC Jams LLC in the amount of \$4,160.00 and placed the funds the City's General Fund; and

WHEREAS, the Fire Department has use for these funds and requests that the funds be reallocated to the Fire Department Operating Budget for FY2024.

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 2024 General Fund Budget be and is hereby amended as follows

(a) Increase the Current Year Other Donations Account (01000-456415) by \$4,160.00.

(b) Increase the Salisbury Fire Department's Over-time/Non-Clerical Account (24035-501021) by \$4,160.00.

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 11th day of December, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 18th day of December, 2023.

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ATTEST:

Kimberly R. Nichols, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2023.

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Chris O'Barsky, Deputy Fire Chief
Date: 12/6/2023
Subject: Budget Amendment

The Department is requesting approval of a budget amendment in the amount of \$24, 805.72 to the FY24 Fire Department Operating Budget. A few months ago, the Salisbury Fire Department responded to and mitigated a building fire at Spartech, located at 601 Marvel Road, Salisbury, MD. In the process of extinguishing the fire, several sets of firefighting turnout gear and fire hose were damaged beyond repair due to being saturated with an “oil” type product from one of the machines used for fabrication. The Department billed Spartech through the Wicomico County Hazmat billing process, and recently received payment to cover the costs associated with replacing these items. If you have any further questions or concerns, please do not hesitate to contact me.

1 **ORDINANCE NO. 2851**

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3 **AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET**
4 **AMENDMENT OF THE FY2024 GENERAL FUND BUDGET TO APPROPRIATE**
5 **FUNDS TO THE SALISBURY FIRE DEPARTMENT'S OPERATING ACCOUNT.**
6

7 **WHEREAS**, the Fire Department, while in the course of extinguishing a fire at Spartech, located at 601 Marvel
8 Road, Salisbury, MD, sustained damage to several pieces of firefighting gear and hose due to a hazardous material at the
9 site; and

10 **WHEREAS**, as a result of the damage, the Fire Department could no longer use the items for emergency
11 situations; and

12 **WHEREAS**, the Fire Department sustained a significant budgetary impact for the replacement of the damaged
13 items; and

14 **WHEREAS**, the Fire Department has since received from Spartech \$24,805.72 for damaged equipment and
15 requests those funds be reallocated to the Fire Department Operating Budget for FY2024.

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

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

20 **Section 1.** The City of Salisbury's Fiscal Year 2024 General Fund Budget be and is hereby amended as follows

- 21 (a) Increase the Hazmat Special Ops. Revenue Account (01000-433234) by \$24,805.72.
22 (b) Increase the Salisbury Fire Department's Gear Account (24035-546030) by \$23,805.72.
23 (c) Increase the Salisbury Fire Department's Equipment Account (24035-546012) by
24 \$1,000.00.
25

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

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

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

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

37 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.
38

39 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury
40 held on the 11th day of December, 2023 and thereafter, a statement of the substance of the Ordinance having been
41 published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 18th day
42 of December, 2023.
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48 ATTEST:

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Kimberly R. Nichols, City Clerk

D'Shawn M. Doughty, City Council President

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Approved by me, this _____ day of _____, 2023.

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Randolph J. Taylor, Mayor

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