

SALISBURY CITY COUNCIL
WORK SESSION
APRIL 19, 2011

Present

Council President Terry E. Cohen
Councilwoman Laura Mitchell

Council Vice President Deborah S. Campbell
Councilwoman Eugenie P. Shields
Councilman Timothy K. Spies

In Attendance

City Clerk Brenda Colegrove, City Administrator John Pick, Assistant City Administrator Loré Chambers, Colonel Ivan Barkley, Internal Services Director Pam Oland

The City Council convened in a work session at 1:30 p.m. in Conference Room 306 of the Government Office Building and at 1:31 p.m. voted unanimously to convene in closed session (pending litigation/consult with legal counsel). The Council reconvened in open session at 3:05 p.m.

Agenda

At the request of Council President Cohen, there was unanimous consensus to add to the agenda a discussion on the review and adoption of minutes in compliance with the Open Meetings Act.

Unanimous consensus was given to suspend the rules of order to allow anyone from the public/parties of interest to speak during the work session.

Further discussion on the Towing Ordinance

City Administrator John Pick, accompanied by Colonel Ivan Barkley, reviewed the changes to the proposed Towing Ordinance (copy of Police Chief Duncan's April 13, 2011 memorandum and proposed Ordinance are attached and made a part of these minutes). Five members from the towing industry voiced their concerns on the proposed ordinance.

Mr. Pick referenced one additional change in 5.64.010 Definitions – changing the hours for “regular business day” to 9:00 a.m. and 6:00 p.m. which gives the opportunity for the last transaction to be initiated prior to 5:30 p.m.

The following changes/recommendations to the Ordinance were suggested by Council:

- 5.64.050 – insert “police” before “licensed towing company”
- 5.64.070, item A – clarify handling of – applicant had not been in any trouble within the last 2-3 years, but background check revealed previous criminal activity
- 5.64.070, item C – specify what criminal offense is
- 5.64.110, item #3 – specify that it refers to regular towing
- 5.64.110, item #3 – include “except as in items 4 and 5”
- 5.64.180 , second line – change Mayor to City Administrator
- License for each driver of the company – could be handled procedurally in Internal Services when processing the license

- Guidance for threshold in the appeal process – could be handled procedurally in Administration
- To avoid the confusion on police tow license vs. general license, rearrange the Ordinance accordingly

Changes to the Health Insurance Consortium Agreement

Internal Services Director Pam Oland presented a recommendation to amend the memorandum of understanding between the City, Wicomico County and the Wicomico County Board of Education by changing the maximum additional liability percentage from 5% to 7%. CareFirst offered to lower the rate increase by 3% if the memorandum of understanding was amended. A copy of Mrs. Oland's April 12, 2011 memorandum, as well as a copy of the current memorandum of understanding, are attached and made a part of these minutes. According to Mrs. Oland, the Board of Education has already agreed to the change and the County has included this in their budget proposal. The change is also built into the Mayor's proposed budget.

Unanimous consensus was reached to move forward with the recommended change on the Council's April 25 agenda.

Review and adoption of minutes in compliance with the Open Meetings Act

Council President Cohen referenced an opinion from the Attorney General's Office stating that "minutes were not considered minutes of the body until such time as the body has had an opportunity review and correct the work of whoever prepared them and then formally approve the draft."

There was unanimous consensus to proceed with a Resolution committing to the review and formal approval of closed meeting minutes and work session minutes.

Committee appointments (City Council representative)

Committee assignments were designated as follows:

Airport Committee – Laura Mitchell
 City Park Committee – Terry Cohen
 Marina Committee – Terry Cohen
 PAC14 – Shanie Shields (pending review of bylaws)
 Planning & Zoning Commission – Tim Spies
 Recreation & Parks – Shanie Shields (tentative – subject to change)
 Salisbury Wicomico Metropolitan Planning Organization – Terry Cohen
 Town Gown – Tim Spies
 Traffic & Safety Advisory Committee – Debbie Campbell (tentative – subject to change)
 Wicomico County Library Board – Shanie Shields
 Zoo Commission – Laura Mitchell
 Tri-County Council – Laura Mitchell

General discussion/upcoming agendas

The following represents issues/suggestions/concerns that Council members would like to have addressed:

Shanie Shields

- Trial public input meeting – city residents given preference over county residents for comments
- MML workshops – bring information back to share
- Concern with misdemeanor component in the crime free lease addendum
- Towing ordinance, neighborhood legislative package and Onley Road/Bateman issues – all stakeholders need to come to the table for discussion to alleviate controversy
- Goal setting session/”brainstorming” session

Tim Spies

- Tenants Bill of Rights – get everyone involved
- City Seal – crooked in Council Chambers

Laura Mitchell

- Neighborhood Legislative Package
- Lord’s Prayer (City Clerk will survey other municipalities)

Debbie Campbell

- Council Rules of Order

Council President Cohen requested that each Council member prepare a list of priority issues that they would like to have discussed – e-mailed to the City Clerk by Thursday, April 21.

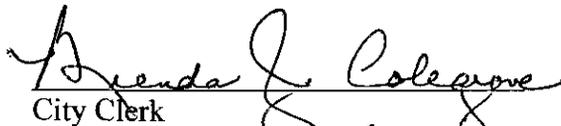
Budget Schedule

- Cancel the April 21 budget session
- Move the overview of City’s financial condition and General Fund Revenues originally scheduled for April 21 to the April 25 regular meeting and move the remaining items to April 26
- Move Public Works-General Fund from May 3 to April 26
- Change April 26 time frame from 9:30 a.m. – 3:30 p.m. to 1:00 p.m. to 6:00 p.m.
- Department head presentations – five minute time frame to highlight the challenges they face given their budget constraints and their highest priorities

Additional Work Session

In order to discuss each member’s priority list, the Council unanimously consented to an additional work session to be held on April 25 from 1:30 p.m. – 3:30 p.m.

The work session adjourned at 7:14 p.m.


City Clerk


Council President



MARYLAND

**SALISBURY CITY COUNCIL
AGENDA**

APRIL 19, 2011

1:30 P.M.

**CONFERENCE ROOM 306
GOVERNMENT OFFICE BUILDING**

Closed Session

- Pending litigation/consult with legal counsel as permitted under the Annotated Code of Maryland Sections 10-508(7)(8)

Work Session

- Committee appointments (City Council representative)

- Further discussion on the Towing Ordinance – Barbara Duncan

- Changes to the Health Insurance Consortium Agreement – John Pick

- General discussion/upcoming agendas

*The Council reserves the right to convene in Closed Session
as permitted under the Annotated Code of Maryland 10-508(a)*

City of Salisbury



JAMES IRETON, JR.
MAYOR

JOHN R. PICK
CITY ADMINISTRATOR

LORÉ CHAMBERS
ASSISTANT CITY ADMINISTRATOR

MARYLAND

699 W. SALISBURY PARKWAY
SALISBURY, MARYLAND 21801
Tel.: 410-548-3165
Fax: 410-548-5173

BARBARA DUNCAN
CHIEF OF POLICE
SALISBURY POLICE DEPARTMENT

April 13, 2011

TO: John Pick
FROM: Chief Barbara Duncan
SUBJECT: Towing Ordinance

Below please find a list of changes made to the City Ordinance regarding Towing Companies. This information is being submitted for consideration by the City Council.

1. § 5.64.060(A) the minimum experience required in the towing industry has been reduced from five years to three years.
2. §5.64.060(1) a criminal background check component has been added to the language in this section for owner/applicants. Further, owner/applicants who are refused permit status with the City shall appeal the decision to the City Administrator rather than the Mayor.
3. § 5.64.070 provides that background investigations shall now be conducted on all employees of the owner/applicant tow company.
4. § 5.64.080 increases the amount of commercial liability insurance to include a \$500.00 deductible rather than a \$100.00 deductible. Additionally this section mandates that tow companies list the City of Salisbury as an additional insured.
5. §5.64.100 the following words were removed from the third sentence of this paragraph section; "...or credit and debit cards, which is ordinarily accepted at his place of business..."

Salisbury



2010

6. § 5.64.110 the word 'requested' was changed to 'required'.
7. §5.64.110(5) (b) the fee was changed from \$20.00 to \$25.00 for each 24 hour period of storage.
8. §5.64.110(8) is an additional subsection requiring authorized owner/applicants to post the fee schedules in a manner readily viewable by the public on the storage facility of the owner/applicant.
9. §5.64.170 a penalty has been added to this section. The third line now delineates the consequences for being found guilty of perjury.



Barbara Duncan
Chief of Police
City of Salisbury

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, TO AMEND CHAPTER 5.64 – TOWING COMPANIES, TO AMEND LICENSING REQUIREMENTS; TOWING AND STORAGE LOT OPERATION REQUIREMENTS; SETTING FEES FOR TOWING AND STORAGE; AND PENALTIES FOR VIOLATION OF CHAPTER 5.64.

WHEREAS, Chapter 5.64 – TOWING COMPANIES sets the licensing requirements and standards for towing and storage of towed vehicles in the City of Salisbury; and

WHEREAS, the Mayor and City Council have determined that revisions to Chapter 5.64 – TOWING COMPANIES are necessary to protect the safety and welfare of the citizens of Salisbury.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, in regular session, that Chapter 5.64 – TOWING COMPANIES be amended as follows:

Chapter 5.64

TOWING COMPANIES

Sections:

5.64.010 Definitions.

5.64.020 General License to tow required.

5.64.030 Police Tow License.

5.64.040 Application for license--Fees.

5.64.040 5.64.050 Owner/applicant not to be interested in other licenses.

5.64.050 5.64.060 Investigation and approval/disapproval of owner/applicant.

5.64.060 5.64.070 Investigation of employees

5.64.070 5.64.080 Certificate of insurance to be filed.

5.64.080 5.64.090 Procedure for dispatching of towing vehicles Police Towing Companies.

5.64.090 5.64.100 Release from Storage.

5.64.100 5.65.110 Fees for towing and storage requested by the police.

5.64.110 5.64.120 Release of removed vehicles.

5.64.120 ~~Standard towing and storage fees to be charged--Rejection of applications.~~

5.64.120 5.64.130 Signs required on vehicles.

5.64.130 5.64.140 Signed agreement required to make repairs on disabled vehicles.

5.64.140 5.64.150 Unlawful to provide bail.

5.64.150 5.64.160 Unlawful to offer gratuities or bribes.

5.64.160 5.64.170 Violations--Penalties.

5.64.180 Appeal.

5.64.010 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them:

"Disabled vehicle" means a motor vehicle which has been damaged or rendered inoperative as the result of a collision or accident and not as a result of wear and tear or mechanical failure.

"Illegally parked vehicle" means any vehicle which is left standing or parked in any area in which parking is prohibited and in which such vehicle is a menace, nuisance or obstacle to the free and effective movement of any traffic or to the operation of emergency vehicles, emergency work or emergency workers, except that any vehicle which is so left standing or parked shall be removed at any time without regard to the forty-eight-hour period mentioned in the preamble of this chapter.*

"License" means a license to engage in towing disabled, illegally parked and scofflaw vehicles from or through the streets of the city, issued pursuant to this section.

"Owner/Applicant" shall mean the towing company applying for a license to tow vehicles in the City of Salisbury and shall include individual owner(s) of the towing company that is applying for a license. An owner/applicant may hold only one license. In Chapter 5.64, the "applicant" for the license refers to the "owner/applicant" of the towing company.

"Regular business day" means that period between the hours of ~~eight~~ 8:00 a.m. and ~~six~~ 5:30 p.m., Monday through Friday.

"Scofflaw vehicle" means a motor vehicle for which three or more citations for municipal parking violations have been issued and remain unsatisfied, where at least thirty (30) days have elapsed since the issuance of the third unsatisfied citation.

"Towing" means the moving or removing, or the preparation thereof, of a disabled vehicle, illegally parked or scofflaw vehicle by another vehicle, for which a service charge is made.

"Towing company" means a natural person, partnership, corporation, fiduciary, association or other entity owning, operating or conducting the business of disentangling, removing or towing illegally parked or scofflaw vehicles and vehicles damaged by collision or other accident.

"Towing vehicle" means a vehicle that tows, carries or removes a disabled vehicle, illegally parked vehicle or scofflaw vehicle for a fee.
(Ord. 1840 § 1, 2002; prior code § 141-1)

* Editor's Note: Said preamble made reference to "those vehicles parked over forty-eight (48) hours or which are illegally parked."

5.64.020 General License to tow required.

It is unlawful for any ~~person~~ towing company to engage in the general towing of disabled vehicles from the scene of a motor vehicle accident, towing abandoned vehicles or any illegally parked vehicles within the city without first having obtained a license from the director of internal services.
(Ord. 1992 (part), 2006; Ord. 1840 § 2, 2002)

5.64.030 Police License to tow at City request.

It is unlawful for any towing company to engage in the towing of disabled vehicles from the scene of a motor vehicle accident, towing abandoned vehicles or any illegally parked vehicle within the city, at police request, without first having obtained a license from the director of internal services.

~~5.64.030~~ 5.64.040 **Application for license--Fees.**

Annual applications for each license shall be made on forms to be furnished by the director of internal services, which application shall include a list of towing vehicles. Exhibits to the application shall include a copy of the title and insurance declaration page for each vehicle together with an affidavit of ownership of the towing company. The owner/applicant shall pay a filing fee of twenty-five dollars (\$25.00) for each license when the application is made, which fee shall be retained by the city to cover the initial examination and inspection costs, and, if the application is approved, shall pay the further sum of seventy-five dollars (\$75.00) covering the license for the then current calendar year and, thereafter, shall pay each year the sum of seventy-five dollars (\$75.00) for a renewal of the license. Said license shall not be transferable or refundable. The seventy-five dollar (\$75.00) license fee will cover each towing company.

(Ord. 1992 (part), 2006: prior code § 141-3)

5.64.040 5.64.050 Owner/applicant not to be interested in other licenses.

Every owner/applicant filing an application for a police tow license shall make an ~~oath~~ affidavit that the owner/applicant ~~he~~ is not directly or indirectly financially interested in any other ~~such~~-licensed towing company.

(Prior code § 141-4)

5.64.050 5.64.060 Investigation and approval/disapproval of owner/applicant.

The director of internal services, after the receipt of an application for a license or renewal license, shall forward the same to the chief of police or his designee for the investigation and inspection of the following:

A. Each owner/applicant must have a minimum of three (3) years towing experience.

~~A. B.~~ The owner/applicant must have one Class II vehicle, or if they have two or more towing vehicles, one must be a Class I vehicle, as defined in the administrative regulations.

~~B. C.~~ The owner/applicant must have a set of dollies or other means to remove a vehicle without wheels located on the towing vehicle.

~~C. D.~~ The owner/applicant must have operational fire extinguishers, as specified in the administrative regulations, located on the towing vehicle.

~~D. E.~~ The owner/applicant must have hand tools sufficient to clean scenes of minor debris located on the towing vehicle.

~~E. F.~~ The towing vehicles of the owner/applicant are in good mechanical condition, equipped with necessary towing gear and safety apparatus and are registered as commercial hauling vehicles with the department of motor vehicles.

~~F. G.~~ The owner/applicant must have adequate off-street storage facilities in conformance with Title 17 (Zoning). The storage facilities must have adequate fencing to ensure that persons cannot climb over or under the fence, and said fence must be secured with a lockable gate. Further, said storage facilities must be protected at night by security lights.

~~G. H. That~~ The ~~towing service will~~ owner/applicant can store vehicles at ~~his~~ its place of business and can guarantee the security of the vehicle stored or will store the vehicle at any other location directed by the police officer.

~~H. I. Each~~ The owner / applicant shall submit to a criminal background investigation which shall include the completion of an affidavit portion and a fingerprinting component. ~~Further~~ All costs associated with this investigation shall be ~~assumed~~ paid by the owner / applicant.

~~I. j.~~ The chief of police or his designee shall promptly approve or disapprove all applications in writing, and shall report his findings to the director of internal services and the owner/applicant, pending the results of the criminal background check, including an affidavit portion and a

fingerprinting process. Thereafter, If the Chief of Police approves the application, the director of internal services shall, after payment of all fees, issue the license. The director of internal services shall notify the Police Department when a license is issued. All required licenses shall be displayed in each vehicle. The Chief of Police or his designee shall have the authority to reject the application when he finds that the owner/applicant is not qualified to perform the towing and storage services. In such case, he shall give suitable notification to the owner/applicant of his reason for rejecting the application, and the owner/applicant shall have a right to appeal the decision to the City Administrator or his designee, pursuant to Section 5.64.180.

(Ord. 1992 (part), 2006: prior code § 141-5)

5.64.060 5.64.070 Investigation of employees

- A. Prior to the approval of the towing company application all employees of the applicant shall submit to a criminal background investigation, including the completion of an affidavit portion and fingerprinting. All costs associated with such investigation shall be paid by the applicant. Any employee whose background investigation is unacceptable to the chief of police will be prohibited from responding to any police tow or releasing any police tow vehicle to the owner of said vehicle.
- B. Prior to being allowed to respond to a police tow or to release a vehicle to its owner, any new employee shall submit to the background investigation process, fingerprinting and any costs associated with such investigation shall be assumed by the applicant.
- C. Should an otherwise approved employee be found guilty of a criminal offense, the police department shall be notified and that employee shall be removed from the list of approved tow company employees.
- D. Should the Chief of Police or his designee reject a tow company employee's request to be on the approved company's list the owner /applicant shall have a right of appeal. This appeal shall be brought before the Mayor City Administrator or his designee pursuant to section 5.64.170.

5.64.070 5.64.080 Certificate of insurance to be filed.

Every ~~person~~ towing company who shall be licensed in the towing business, under the provisions of this chapter, shall file with the director of internal services a certificate of insurance evidence commercial liability insurance coverage for garage auto liability with a minimum of ~~five hundred thousand~~ One Million dollars (\$500,000.00) (\$1,000,000.00), with a maximum of ~~one~~ five hundred dollars (\$500.00) deductible, and coverage for garage keeper's liability, with a minimum of fifty thousand dollars (\$50,000.00). Each person obtaining a towing license under the said provisions shall also list the City of Salisbury as an additional insured. If any insurance policy lapses without replacement by another insurance policy, said lapse shall be grounds for revocation of the license.

(Ord. 1992 (part), 2006: prior code § 141-6)

5.64.080 5.64.090 Procedure for dispatching of towing vehicles Police Towing Companies.

A. 1. The director of internal services shall furnish the police department current lists of all duly licensed police towing operators companies. Whenever the service of a towing vehicle shall be required and a request is made to the police department for providing such services, the police department shall have dispatched, to the place where the services are required, a vehicle operated by that towing operator company, whose license was first obtained and then request subsequent towing vehicles as needed on a chronological and rotating basis. If a towing vehicle is not available, the next operator company listed chronologically shall be called. If a towing vehicle does not arrive at the scene of the collision, parking violation or accident within thirty (30) minutes after the request is made, the officer at the scene shall notify the police department of such fact. It shall contact the next towing company, etc., as if the first towing company had not been contacted. Consideration will be given, however, to abnormal traffic patterns that result from adverse weather conditions, emergencies or other causes. Upon arriving at the scene of an accident, the towing operator company shall immediately remove the disabled vehicle to his storage lot or other location and notify, in writing, the police officer and vehicle owner, if available, of the location and telephone number of the storage lot. If indoor storage is required, then the above rules shall apply to licensed towing companies with indoor storage. In the event a disabled vehicle cannot promptly and efficiently be removed from the scene of an accident, the towing operator company may have the police department call the next-listed licensee to assist in such removal. Any licensed towing company who shall decline three (3) tow requests within a three (3) month time period shall be removed from the police towing list for six (6) months.

2. If the department of public works requests the relocation of a vehicle from a work zone to a nearby street parking area, the police department shall follow the procedure set forth in Paragraph (A)(1) above. The fee for a vehicle relocation shall be as set forth in Section 5.64.110(5)(a).

B. No person police towing company shall, in any way, solicit for towing business, nor shall any person police towing company attempt to take any vehicle in tow unless he or it shall have been summoned by the person involved in the accident or the police department.
(Ord. 1992 (part), 2006: Ord. 1988, 2006: Ord. 1840 § 3, 2002)

5.64.090 5.64.100 Release from Storage.

A licensed towing operator company shall be required to release disabled vehicles during the regular business day. Each licensed towing company must accept cash, certified checks, money orders, credit and debit cards for payment. If a towing operator company fails to accept one of the listed forms of payment a \$500.00 fine will be issued for the first offense and a fine not to exceed \$1,000.00, will be issued for the second and any subsequent offenses. A licensed towing company must provide storage lot staff on site to allow vehicle owners timely access to their vehicles during the regular business day. If a vehicle owner is unable to obtain timely release of a vehicle from storage during the regular business day, and the police department is notified by the vehicle owner, and the violation is verified by the police department, then storage fees shall cease on the date of notification by the vehicle owner.

5.64.100 5.64.110 Fees for towing and storage required by the police.

Fees for towing and storage requested required by the police shall be:

1. Towing:

- a. Three Hundred Dollars (\$300.00) for vehicles over 10,000 pounds GVW;
- b. Two Hundred Dollars (\$200.00) for vehicles under 10,000 pounds GVW.

2. Overturned Vehicle Transport:

- a. Three Hundred Dollars (\$300.00) additional for all vehicles over 10,000 pounds GVW;
- b. Two Hundred Dollars (\$200.00) additional for all vehicles under 10,000 pounds GVW;

3. Storage: Fifty Dollars (\$50.00) for each twenty-four (24) hour period or portion thereof.

4. Snow emergency towing and storage:

- a. One Hundred Dollars (\$100.00) for towing during snow emergencies for vehicles removed from snow emergency routes;
- b. Twenty-Five Dollars (\$25.00) for each twenty-four (24) hour storage period or portion thereof.

5. Scofflaw Vehicle:

- a. One Hundred Dollars (\$100.00) for towing of Scofflaw vehicles;
- b. Twenty-Five Dollars (\$25.00) for each twenty-four (24) hour storage period or portion thereof.

6. Every police towing company engaged in towing vehicles shall, at the time of its application for a license, pursuant to Section 15.64.030, file with the director of internal services a statement that it will charge the standard towing and storage fees described above.

7. A police towing company shall not charge other fees for towing, storage, or release of vehicle.

8. A police towing company shall post a list of these towing and storage fees in a conspicuous place at their storage facility.

5.64.110 5.64.120 Release of removed vehicles.

A. Vehicles removed at the order of the police department may not be released to the owners/operators companies until approved by the police department and until the payment of all fines and fees. In the case of city parking regulations, this requirement applies uniformly to all:

- A. 1. Motor vehicles not registered in the state of Maryland;
- B. 2. Motor vehicles registered in the state of Maryland;
- C. 3. Motor vehicles registered in the state of Maryland to leasing companies and rental agencies;

D. 4. Nonregistered motor vehicles.

B. Vehicles shall be stored for a minimum of two (2) weeks unless released as set forth above. After two (2) weeks of storage, the vehicle may be removed from storage by the licensed towing company with written approval of the police department.

C. Personal property of owners/companies not attached to the vehicle shall be immediately returned to owners/companies upon owners/companies request, unless the police department requires retention of the personal property not attached to the vehicle.
(Prior code § 141-8)

D. No vehicle shall be released until proof of ownership and a valid identification is provided to the towing company.

~~5.64.090 Standard towing and storage fees to be charged—Rejection of applications.~~

~~A. Every person engaged in towing scofflaw vehicles shall, at the time of his application for a license, file with the director of internal services a statement that he will charge the standard towing and storage fees approved by the mayor and city council, or their designated agent, for all licensees in connection with providing various kinds of towing services and storage of scofflaw motor vehicles. The towing company shall only charge fees which have been approved by the mayor and city council.~~

~~B. The police department, upon receiving the application, shall have the authority to reject it when it finds that the applicant is not qualified to perform the towing and storage services. In such case, it shall give suitable notification to the applicant of its reason for rejecting the application, and the applicant shall have a right of appeal to the mayor and council.~~
(Ord. 1992 (part), 2006: prior code § 141-9)

~~5.64.120~~ 5.64.130 Signs required on vehicles.

On each side of every towing vehicle there shall be legibly inscribed the name and address of the owner and Department of Transportation number of each towing vehicle. Letters and numerals required by this section shall not be less than four inches in height and shall be permanently affixed on the towing vehicle.
(Prior code § 141-10)

~~5.64.130~~ 5.64.140 Signed agreement required to make repairs on disabled vehicles.

A. It is unlawful for any towing company to make repairs for a consideration on any disabled vehicle removed by a towing vehicle without first entering into a signed agreement with the owner of the disabled vehicle or his authorized representative, which agreement shall include an estimate of repairs.

B. One copy of any agreement entered into pursuant to this section shall be given to the owner of this disabled vehicle or his authorized representative.

C. One copy of any agreement entered into pursuant to this section shall be retained as a permanent record for a period of two years by the licensed person towing company who owns or leases the towing vehicle to be used in towing or removing the disabled vehicle.
(Prior code § 141-11)

5.64.140 5.64.150 Unlawful to provide bail.

It is unlawful for any person towing company towing disabled vehicles to offer to secure or provide bail or to enter into any agreement, oral or written, to secure or provide bail or to arrange for the providing of bail for any person involved in a motor vehicle collision or accident in the city, with the exception that this section shall not apply to bona fide automobile clubs, associations or insurance companies.
(Prior code § 141-12)

5.64.150 5.64.160 Unlawful to offer gratuities or bribes.

It is unlawful for any person towing company to offer to give any gratuities, bribes or inducements of any kind to any officer or employee of the city or any governmental officer or employee whose salary is paid out of the city treasury in order to obtain towing business or recommendations for the towing or storage of or the estimating upon or repairing of disabled vehicles.
(Prior code § 141-13)

5.64.160 5.64.170 Violations--Penalties.

Any person towing company who shall violate any of the provisions of these sections shall be subject to license suspension for up to ninety (90) days or revocation for up to one (1) year by the police chief. No new license shall be issued during a period of suspension or revocation. In addition, any towing company who shall violate any of the provisions of these sections shall be guilty of a civil infraction and shall be subject to a fine not to exceed five hundred dollars (\$500.00) per violation. Any towing company found guilty of perjury under Maryland Criminal Law title 9 shall be subject to imprisonment not exceeding 10 years. . . —guilty of a misdemeanor and subject to a penalty or five hundred dollars (\$500.00) for each such offense, recoverable with costs. In addition, the mayor and council shall have the power to revoke or suspend the license of any person licensed to engage in a towing business who shall violate any of the provisions of these sections or any rules or regulations promulgated pursuant hereto or who shall fail to comply with any of the provisions pursuant hereto or who shall fail to comply with any of the provisions and terms of any towing agreement executed pursuant to these sections.
(Prior code § 141-14)

Penalties

5.64.180 Appeal.

Any towing company whose license is suspended or revoked by the police chief or an owner/applicant whose application is rejected, may appeal that decision to the Mayor in writing within ten (10) days of the date of the decision. Within twenty-one (21) days after receipt of the appeal, the City Administrator or his designee shall review the file, hear any testimony the City Administrator or his designee deems necessary, and render a written decision either affirming,

reversing, or modifying the decision of the police chief. Failure to file a timely appeal shall constitute an affirmance of the police chief's action.

AND BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that this Ordinance shall take effect from and after the date of its final passage.

THE ABOVE ORDINANCE was introduced at a meeting of the Council on the ____ day of _____, 2010, 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 on the ____ day of _____, 2010.

Brenda J. Colegrove
City Clerk

Louise Smith,
President of the City Council
of the City of Salisbury

Approved by me this
day of _____ 2010.

James Ireton, Jr.,
Mayor of the City of Salisbury

Brenda Colegrove

From: John Pick
Sent: Wednesday, April 13, 2011 11:42 AM
To: Brenda Colegrove
Cc: 'Paul D. Wilber'; Barbara Duncan
Subject: Towing Ordinance
Attachments: Ordinance Towing 42011.docx; Memo to J Pick - Towing Ordinance April 13 (2).doc

Brenda – Attached is the towing ordinance and a draft copy of the cover letter. I have asked to get a signed copy of the memo brought up here right away but I'm not sure when I'll get it. If we don't get the signed version in time, we can use this version.

John Pick

City Administrator
125 N. Division St.
Salisbury, MD 21801
410-548-3100

Salisbury



Memo

To: John R. Pick, City Administrator
From: Pamela B. Oland, Director of Internal Services *PBO*
Date: April 12, 2011
Re: Changes to the Health Insurance Consortium Agreement

The City of Salisbury is in a consortium with the Wicomico County Board of Education (BOE) and Wicomico County for our health insurance. As a consortium we are self insured for our health insurance claims. The consortium has a Memorandum of Understanding (MOU) that governs the group. One of the requirements in the MOU is that each entity would be required to pay up to a maximum of 5% of annual premiums additional in any year that our expenditures exceed our premiums. During the negotiations for FY 2012 health insurance rates, CareFirst Blue Cross (our plan administrator) offered to lower each members' rate increase for FY 2012 by 3% if we were all willing to amend the MOU to have the maximum additional liability increased from 5% to 7%. The 3% rate reduction lowers the rate increase from 11% to 8% for the City. During the FY 2012 budget process, the Mayor included the 8% rate increase in his budget, with the assumption that we would accept this offer. For the other members of the consortium, the BOE has approved the increase to 7% and the County has included the 3% rate reduction of rates in its FY 2012 budget despite the fact that the County Council has not yet discussed this change.

Another requirement of the MOU is that each entity maintains a rate stabilization reserve equal to at least 10% of the prior year's premiums. Currently, the City has approximately 19% of annual premiums in its rate stabilization reserve. Thus, increasing the maximum potential liability percent could be covered with our current reserve. In addition, since 2005, the City has only had to pay an additional amount in premiums in one year. In every other year, the premiums we have paid exceeded the costs incurred. The difference between these amounts is returned to the City and deposited in our rate stabilization reserve.

Management is recommending that the City Council allow the MOU to be updated to change the maximum additional liability percentage from 5% to 7%. Not only would this benefit the City in the FY 2012 budget, but it would also benefit our employees.

If you have any questions, please let me know.

FINAL
SIGNED
COPY

**PUBLIC ENTITIES HEALTHCARE CONSORTIUM
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 1st day of September, 2001, by and between Wicomico County Government, Wicomico County Board of Education, and the City of Salisbury, which shall collectively be known as the Wicomico County Public Entities ("WCPE"):

WHEREAS, this Memorandum of Understanding is being entered into for the purpose of pooling resources to purchase health insurance thereby reducing administrative expenses.

NOW, THEREFORE, the parties to this Memorandum of Understanding agree as follows:

SECTION 1 - DEFINITION OF TERMS

The following terms as used herein shall be defined as follows:

1. **Wicomico County Public Entities (WCPE):** Wicomico County Government, Wicomico County Board of Education, and the City of Salisbury, as parties to a three year agreement in a consolidated funding arrangement.
2. **Entity:** Each individual party to this Memorandum of Understanding.
3. **Expenditures:** Incurred claims (paid claims plus the claim reserve) plus the health care provider expenses (or retention).
4. **Experience Gain:** The premiums paid by the entities that comprise the WCPE consortium to the health care provider for the plan year exceeds the expenditures by the health care provider under the benefit plans.
5. **Experience Losses:** The expenditures by the health care provider under the benefit plans exceed the premiums paid by the entities that comprise the WCPE consortium to the health care provider for the plan year.
6. **5% Call:** An additional 5% of annual premium from those entities that comprise the WCPE consortium, collected by the health care provider in the event of an annual (or cumulative) experience loss.
7. **WCPE Rate Stabilization Reserve ("RSR"):** A rate stabilization reserve fund established by WCPE to hold and accumulate funds in the event of an experience gain or loss.
8. **Healthcare Plan Design:** The benefit package chosen by an entity for its members.
9. **Payment:** Payment shall mean internal reconciliation of gain/loss among the entities unless the term is used with respect to monies to be paid to the health care provider.

SECTION 2 –GOVERNING BOARD OF DIRECTORS; RESPONSIBILITIES; DUTIES

1. Governance of the consolidated funding arrangement shall be by a Board of Directors (“Board”), with each entity having one voting member. All decisions made by the governing board regarding issues that affect all of the entities must be by unanimous vote.

2. The Board shall have authority only with respect to the financial parameters of the consolidated funding arrangement. The Board shall have no authority with respect to the benefits provided by each entity to its own members. Each entity shall have sole responsibility for choosing its healthcare plan design.

SECTION 3 – RESPONSIBILITIES OF ENTITIES

1. The investment of the RSR established by this agreement shall be managed by the Board consistent with the investment policies of the entities of the WCPE.

2. All entities shall have their own rates for premiums based on their individual past experience and benefits.

3. All entities shall have transplant reinsurance; there is a 15% limit to aggregate losses carried forward.

4. The health care provider produces one annual settlement, for all the entities combined, the possible results being:

a. Experience gain;

b. Experience loss of less than 5% of premium; the health care provider collects loss from WCPE;

c. Experience loss of more than 5% of premium; the health care provider collects 5%; balance carried forward to be offset by future experience gains and/or the 5% call provision

5. The health care provider shall provide the WCPE with claims, retention, claim reserve, and premium by entity.

6. If WCPE has an experience gain at the end of the benefit year, the experience gain would be returned to WCPE and placed in the WCPE RSR.

7. If there is a call of less than 5%, collection comes first from any entity experiencing a greater than 5% loss, however; an entity with a loss greater than 5% shall only be required to pay up to a 5% call. If additional money is necessary to fund the call to the health care provider, that money shall be funded from remaining entities, proportionate to total premium. For example, if, after, the 5% call is collected from the entity with more than a 5% loss, there still remains an amount to be paid to the health care provider of \$100,000, and the total premium for the other two entities is \$5,000,000 each will fund an additional 2% premium (\$100,000 divided by \$5,000,000). If, however, such calculation would require one of the remaining entities to pay a call of

more than 5% in total, such total call would still be limited to 5%, and the balance would be funded by any other entities, proportional to total premium.

8. If the full 5% call is required, all entities pay 5% regardless of their own experience.

9. Entities generating a loss will always pay that loss, up to (but not more than) the 5% call, even if the entire WCPE entity experiences a gain. If the health care provider requires a call, the money is paid to the health care provider; if not, it is placed in the WCPE RSR.

10. In subsequent years, each entity continues to have its own experience rated premiums.

11. The settlement mechanics in subsequent years are similar to those described above.

12. The determining factor in calculating each entity's potential premium call for subsequent years is the cumulative gain/loss, as opposed to that year's result. For instance, suppose an entity has a large loss in year one, in excess of the 5% call. That loss is carried forward for internal WCPE accounting. If that entity has a year two gain which is less than the loss carried forward, that entity will be subject to a premium call, either to place in the WCPE RSR or pay to the health care provider. As long as an entity has a cumulative loss carried forward, it will be subject to the full call amount until such time as the loss is eliminated. Another example would be an entity that has a gain in year one and a loss in year two, producing a cumulative gain. If the overall health care provider settlement does not require a call, that entity will not be responsible for a call even though year two produced a loss.

13. For each contract year, the WCPE will prepare an accounting, within four months of the end of the preceding year, detailing the results by entity and determining the amounts required by each entity for payment, either to the health care provider or to the WCPE RSR. The WCPE will also calculate the proportionate share of RSR monies that reside with each entity, the method for determining which is shown below:

- a. Entities in a cumulative loss position will have no share in any RSR monies.
- b. Entities in a cumulative gain will be allotted a share of RSR monies that will be in proportion to their percentage gain (amount paid less expenditures, as a percentage of amount paid). For example, if all entities with cumulative gains have a gain of 5% except for one entity with a gain of 8%, the latter entity will get the first refund of RSR monies until its gain is reduced to 5%, at which time (if additional RSR monies remain) all the entities with gains will begin to get RSR allocations proportionate to total premium. In this way, the entity with the most favorable cumulative results will be allocated the largest share of RSR monies (which monies will include call amounts paid into the RSR in current year by entities in cumulative loss positions, thereby effectively "paying back" the other entities which have previously subsidized those losses).

- c. If an entity's proportionate share of RSR monies exceeds 10% of annual premium (for the prior year), said entity may withdraw the amount over 10% of premiums paid.

14. At the end of the three-year period, if RSR monies remain, such RSR monies will become the property of the specific entities that are entitled to a share, to receive as they wish (i.e., receive a refund, set up their own RSR, etc.).

SECTION 4 - OPERATING RESPONSIBILITIES

1. In the event there are future healthcare solicitations for proposals to secure alternative funding arrangements, the responsibility for such solicitations will be the Board's. Decisions to be made by the Board shall include: whether to solicit proposals; whether to use a consultant as part of the bid process; and, if a consultant is used, the choice of a consultant. Subject to Section 2, paragraph 2.

2. Each entity shall contribute, in proportion to annual healthcare premiums paid, any costs related to engaging a consultant to assist in the preparation of any future solicitation for healthcare proposals.

3. Each entity shall provide WCPE with its yearly projected cost for its healthcare plan by April 30th of each subsequent year of this agreement. In the event an entity cannot provide the information by April 30th due to labor negotiations or other factors, then the entity will provide the information as soon as possible.

4. Each entity shall provide WCPE with any changes to its healthcare benefit plan design by April 30th of each year of this agreement in order for the timely procuring of a healthcare benefit contract. In the event an entity cannot provide the information by April 30th due to labor negotiations or other factors, then the entity will provide the information as soon as possible.

5. The entities agree to conduct Open Enrollment for plan participants so that the plan shall take effect as of September 1st of each year of this Agreement.

6. In the initial year, each entity agrees to fund the RSR no later than July 31, 2002, at a level equal to at least one and two-thirds percent of their respective previous year's annual premium. For each remaining year of this agreement, each entity agrees to fund at least one and two-thirds percent of their respective previous year's annual premium until such time that the RSR is fully funded. Fully funded shall mean five percent of each entity's average total annual premium payments for the past three years. In subsequent years each entity agrees to restore the RSR to an amount equal to 5% of each entity's average total annual premium payments for the past three years by no later than July 31.

SECTION 5 - MISCELLANEOUS PROVISIONS

1. This Memorandum of Understanding contains all the terms, conditions and responsibilities of the parties with regard to the subject matter hereof, and may not be

amended, modified or otherwise altered except by an instrument in writing signed by each of the parties hereto.

2. This Memorandum of Understanding shall have an initial term beginning on September 1, 2001 and shall continue until August 31, 2004. After the initial term, this Memorandum of Understanding shall thereafter be automatically extended for additional successive terms of one year each, provided that any party may terminate this agreement at any time after expiration of the initial terms by written notice to the other parties at least 180 days prior to the date of termination. Written notice shall be sent by registered mail and shall be served on the following:

For Wicomico County:

Administrative Director
125 N. Division St.
Salisbury, MD 21801

For Wicomico County Board of Education:

Superintendent of Schools
101 Long Ave.
Salisbury, MD 21804

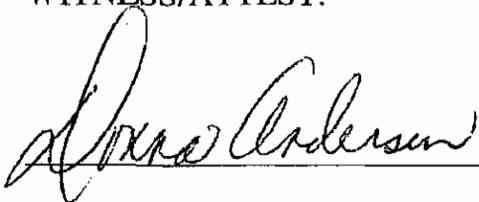
For City of Salisbury:

Executive Officer
125 N. Division St.
Salisbury, MD 21801

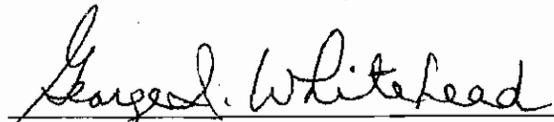
3. This agreement does not relieve any entity of any obligation or responsibility imposed on it by law, including by way of illustration and not limitation Wicomico County Board of Education' obligation under Section 6-101 et seq. of the Education Article. In the event that an entity is precluded as a result of its participation in this MOU from complying with any obligation imposed upon it by law, said entity shall no longer be obligated to remain a party to this MOU. All of said entity's obligations and rights thereunder shall cease except regarding those set forth in Section 3 hereof accrued to the date the entity discontinues participation.

IN WITNESS WHEREOF, the entities have this day and year first above written set their respective hands and seals.

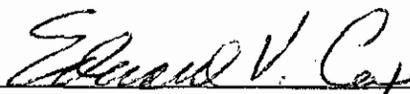
WITNESS/ATTEST:



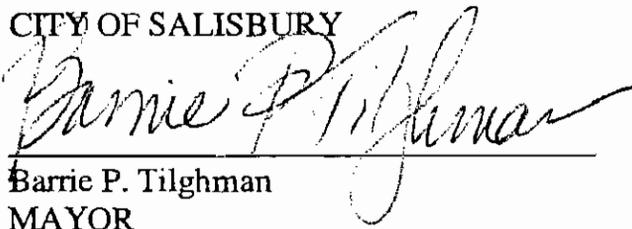
BOARD OF EDUCATION OF
WICOMICO COUNTY, MARYLAND


_____ Board President

WITNESS/ATTEST:

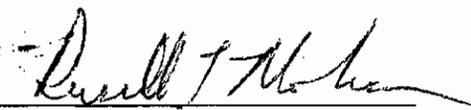


CITY OF SALISBURY

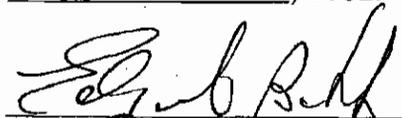

_____ Barrie P. Tilghman
MAYOR

WICOMICO COUNTY, MARYLAND

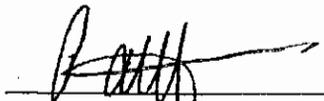


BY: 
_____ Russell L. Molnar
Council President

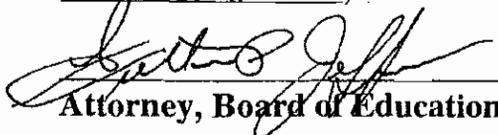
Approved as to form and legal
sufficiency this 6 day of
November, 2001.


_____ County Attorney

Approved as to form and legal
sufficiency this 15th day of
Nov, 2001.


_____ Attorney, City of Salisbury

Approved as to form and legal
sufficiency this 3rd day of
December, 2001.


_____ Attorney, Board of Education

Committee/Commission	Council Representative Appointed 2009	Council Representative Appointed 2011
Airport Commission	Gary Comegys	
City Park Committee	Terry Cohen	
Marina Committee	Shanie Shields	
PAC14	D. Campbell Shanie Shields	
Planning & Zoning Commission	Gary Comegys	
Recreation & Parks	Louise Smith	
Salisbury Wicomico Metropolitan Planning Organization (Council President serves)	Louise Smith	
Town Gown	Terry Cohen	
Traffic & Safety Advisory Committee	Shanie Shields	
Wicomico County Library Board	Terry Cohen	
Zoo Commission	Gary Comegys	

Commission/Committee	Description	Meetings
Airport Commission	Purpose is to operate, maintain & improve the Airport; shall prepare & recommend a capital budget; execute & enforce any leases, contracts or concessions pertaining to Airport property, as prepared & approved by the County Attorney	3:00 p.m. - 2 nd & 4 th Mondays in the café area of the airport terminal
City Park Committee	Provides advice to the Mayor & City Council on the current needs & future development of the City Park; accepts donations on behalf of the City for park improvement projects	3 rd Thursday of each month @ 6:00 p.m. City Service Center
Marina Committee	Created for the purpose of consultations on construction, security, promotion, parking, landscaping, dockmaster's duties, fee structures for services rendered at the facility & general marina operation	2 nd Thursday of the month at the Public Works Service Center @ 5:00 p.m.
PAC14	Assists in the development of the PAC14 cable television channel & in promoting its use and viewership	As needed
Planning & Zoning Commission	Joint city/county committee - reviews changes & interprets the Zoning Code, reviews & approves development where required by Charter, makes recommendations to Council & Board of Zoning Appeals	1:30 p.m. - 3 rd Thursday of ea. month in Gov't Office Bldg (Rm. 301)
Recreation & Parks	Advises on the formulation of plans & policies for public recreation; the establishment of recreation programs & creation of its policies	4 th Tuesday of each month @ 7:00 p.m. except July & August - Civic Center Main Office/2 nd floor Conf. Room
Salisbury Wicomico Metropolitan Planning Org.	Implement federal requirements relating to Metropolitan Planning as set forth in the Code of Federal Regulations (CFR)	As needed – Gov't Office Bldg
Town Gown	Discuss issues and find ways to enhance mutual respect and build good community relations.	Every other month – 3 rd Friday at noon - Salisbury Commons Bldg.
Traffic & Safety Advisory Committee	Provides advice to the Mayor & City Council on changes needed in the City's transportation network to improve vehicular & pedestrian safety & the efficiency of traffic movement	3 rd Monday of ea. month – 5:30 p.m. Gov't Office Bldg. (Room 300)
Wicomico County Library Board	Non-voting liaison position to help develop a closer relationship & improve communication with the City of Salisbury	Meeting Room #1 of the Library – meeting held every other month @ 4:00 p.m.
Zoo Commission	Acts as an advisory committee to assure a balanced program of education, conservation & recreation	3 rd Wednesday of ea. month @ noon Zoo Admin. Office