



CITY OF SALISBURY

125 N. Division Street, Salisbury, MD 21801

SPECIAL MEETING

125 N. Division Street, Room 301, Salisbury, MD 21801

Monday, March 30, 2026 6:00 PM

APRIL R. JACKSON
President

SHARON C. DASHIELL
Council Vice President

ANGELA M. BLAKE
Councilwoman

MICHELE R. GREGORY
Councilwoman

MELISSA D. HOLLAND
Councilwoman

CALL TO ORDER

WELCOME/ANNOUNCEMENTS

WOMEN'S HISTORY MONTH

- Dominique Sessa
- Sheree Sample-Hughes

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

CONSENT AGENDA

- Meeting Minutes
March 2, 2026 Special Legislative Session
March 2, 2026 Work Session
March 9, 2026 Legislative Session

RESOLUTIONS

- Rules of Order Amendment
Resolution No. 3467 - to amend the Salisbury City Council Regulations and Rules of Order

ORDINANCES

- Requisition of 303 Lake Street - 2nd Reading
Ordinance No. 2984 - to purchase improved real property located at 303 Lake Street, Salisbury, Maryland for a public purpose.

- Requisition of 1123 Parsons Road - 2nd Reading

Ordinance No. 2985 - to purchase improved real property located at 1123 Parsons Road, Salisbury, Maryland for a public purpose.

- Budget Amendment - SFD Dive Equipment

Ordinance No. 2986 - approving a budget amendment of the FY2026 General Fund budget to appropriate \$8,834.00 to the Salisbury Fire Department's operating budget.

- Grant Acceptance - SFD Impermeable Gear Bags

Ordinance No. 2987 - approving the acceptance of a grant from the Franklin P. and Arthur W. Perdue Foundation, Inc. in the amount of \$18,358.00 for the purchase of impermeable turnout gear bags and to appropriate the funds to the Salisbury Fire Department.

- Authorized Position Changes

Ordinance No. 2988 - approving a budget amendment of the FY2026 general fund budget and authorizing the mayor to amend the authorized positions included in the FY26 general fund budget.

PUBLIC COMMENT

ADMINISTRATION COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

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.
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**SPECIAL MEETING
MEETING MINUTES
MARCH 2, 2026**

PUBLIC OFFICIALS

Present: President April R. Jackson, Council Vice President Sharon C. Dashiell, Councilwoman Angela M. Blake, Councilwoman Michele R. Gregory and Councilwoman Melissa D. Holland

CALL TO ORDER

The City Council convened in Special Legislative Session on March 2, 2026 at 6:00 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

WELCOME/ANNOUCEMENTS/PLEDGE

President Jackson welcomed everyone to the meeting and provided the emergency exit instructions. She then asked everyone to stand for the Pledge of Allegiance.

INVOCATION - Pastor Greg Morris - Parkway Church of God

Pastor Greg Morris from Parkway Church of God was called forward to provide the Invocation

PROCLAMATION - Black History Month

President Jackson presented the Wicomico NAACP with a proclamation. Ms. Monica Brooks introduced her executive committee members and thanked the council for their continued support.

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

City Clerk Julie English presented the legislative agenda.

President Jackson called for a motion and a second to adopt the legislative agenda as presented. Michele R. Gregory motioned and Melissa D. Holland seconded. The vote was 5-0.

CONSENT AGENDA

Ms. English presented the Consent Agenda items. The items were as follows:

President Jackson called for a motion and a second to approve the consent agenda. Angela M. Blake motioned and Michele R. Gregory seconded. The vote was 5-0.

- Youth Development Advisory Committee Reappointment

Resolution No. 3456 - Reappointment of Briana Curtis to the Youth Development Advisory Committee for term ending February 2029

- Youth Development Advisory Committee Reappointment

Resolution No. 3457 - Reappointment of David Thompson to the Youth Development Advisory Committee for term ending February 2029

- Youth Development Advisory Committee Appointment

Resolution No. 3458 - Appointment of Byron Colbourn to the Youth Development Advisory Committee for term ending February 2029

- Sustainability Advisory Committee Appointment

Resolution No. 3459 - Appointment of Karen Cooper to the Sustainability Advisory Committee for term ending February 2029

- Parks and Recreation Committee Appointment

Resolution No. 3460 - Reappointment of Rick Konrad to the Youth Parks and Recreation Committee for term ending February 2029

PUBLIC HEARING

President Jackson directed anyone wishing to comment during the public hearing to stand and be sworn in by the City Clerk. No members of the public were sworn in. President Jackson opened the public hearing at 6:15 p.m. Having no comments, the hearing was closed at 6:15 p.m.

- Resolution to Amend SC7-25 - 2nd Reading

Charter Amendment Resolution No. 2026-1 - to amend SC7-25 of the charter of the City of Salisbury to change the signatures and authorizations requirements for disbursements.

Angela M. Blake motioned and Melissa D. Holland seconded. The vote was 5-0.

ORDINANCES

Presented by Ms. Bosche

- Sanitation & Streets Budget Amendment - 2nd Reading

Ordinance No. 2975 - Approving a budget amendment of the FY2026 general fund budget to appropriate funds to the department of Field Operations budget. Sharon C. Dashiell motioned and Michele R. Gregory seconded. The vote was 5-0.

- Additional Funds Request for Part-Time Zoo Staffing - 2nd reading

Ordinance No. 2976 - Amending the fiscal year 2026 annual budget to provide additional appropriations for the Salisbury Zoo part-time staffing needs. Angela M. Blake motioned and Michele R. Gregory seconded. The vote was 5-0.

- Amending Ordinance No. 2675 – Reallocation of 2021 Tax-Exempt Bond Proceeds for 112 W. Church Street – City Hall - 2nd Reading

Ordinance No. 2977 - Amending and supplementing Ordinance No. 2675, passed by the council

on July 26, 2021, approved by the Mayor of the City of Salisbury (the "city") on July 26, 2021 and effective on July 26, 2021 ("ordinance no. 2675), in order to (1) authorize and empower the city to use and apply a portion of the principal amount of the \$8, 965,000 city of Salisbury tax-exempt public improvement and refunding bonds of 2021 issued on September 1, 2021 (the "2021 tax-exempt bonds") to the project identified herein as "112 W. Church Street - City Hall," and (2) identify such additional project as a "project" for all purposes of ordinance no. 2675 (as amended and supplemented); providing that this title is a fair statement of the substance of this ordinance; authorizing certain city officials to take certain actions in connection with the transactions contemplated by this ordinance; providing that the provisions of this ordinance shall be liberally construed; and otherwise generally relating to the use of proceeds of the 2021 tax-exempt bonds. Angela M. Blake motioned and Melissa D. Holland seconded. The vote was 5-0.

- Amending Use of 2019 Bond Proceeds to Add 112 W. Church Street – City Hall Project - 2nd Reading

Ordinance No. 2978 - Amending and supplementing ordinance no. 2554, passed by the council on August 26, 2019, approved by the mayor of the City of Salisbury (the "city") on August 27, 2019 and effective on August 27, 2019 ("ordinance no. 2554"), as amended and supplemented to date, in order to (1) authorize and empower the city to use and apply a portion of the principal amount of the \$11,225,000 city of Salisbury public improvement bonds of 2019 issued on October 8, 2019 (the "2019 bonds") to the project identified herein as "112 W. Church Street - city hall," and (2) identify such additional project as a "project" for all purposes of ordinance no. 2554 (as amended and supplemented); providing that this title is a fair statement of the substance of this ordinance; authorizing certain city officials to take certain actions in connection with the transactions contemplated by this ordinance; providing that the provisions of this ordinance shall be liberally construed; and otherwise generally relating to the use of proceeds of the 2019 bonds. Michele R. Gregory motioned and Melissa D. Holland seconded. The vote was 5-0.

BOND RESOLUTIONS

Presented by Ms. Bosche

- Amending Resolution No. 2972 – Reallocation of 2019 Bond Proceeds for 112 W. Church Street (City Hall)

Resolution No. 3461 - Amending and supplementing resolution no. 2972, adopted by the council on September 9, 2019, approved by the mayor on September 9, 2019 and effective on September 9, 2019 ("resolution no. 2972"), as amended and supplemented to date, in order to (1) authorize and empower city of Salisbury (the "city") to use and apply a portion of the principal amount of the \$11,225,000 city of Salisbury public improvement bonds of 2019 issued on October 8, 2019 (the "2019 bonds"), together with a portion of the net original issue premium received by the city in connection with the sale of the 2019 bonds, if applicable, to a project identified herein as "112 W. Church Street - city hall" in addition to the prior authorized projects identified herein, and (2) identify such additional project as a "project" for all purposes of resolution no. 2972, as amended and supplemented; authorizing and empowering city officials and employees to take certain actions with respect to the 2019 bonds; providing that the provisions of this resolution shall be liberally construed; and otherwise generally relating to the use of proceeds of the 2019 bonds. Angela M. Blake motioned and Melissa D. Holland seconded. The vote was 5-0.

- Amending Resolution No. 3117 – Reallocation of 2021 Tax-Exempt Bond Proceeds for 112 W.

Church Street (City Hall)

Resolution No. 3462 - Amending and supplementing resolution no. 3117, adopted by the council on August 9, 2021, approved by the mayor on August 10, 2021 and effective on August 10, 2021 ("resolution no. 3117"), in order to (1) authorize and empower city of Salisbury (the "city") to use and apply a portion of the principal amount of the \$8,965,000 city of Salisbury tax-exempt public improvement and refunding bonds of 2021 issued on September 1, 2021 (the "2021 tax-exempt bonds"), together with a portion of the net original issue premium received by the city in connection with the sale of the 2021 tax-exempt bonds, if applicable, to a project identified herein as "112 W. Church St. - City hall" in addition to the 2021 new money projects identified in resolution no. 3117, and (2) identify such additional project as a "2021 new money project" for all purposes of resolution no. 3117; authorizing and empowering city officials and employees to take certain actions with respect to the 2021 tax -exempt bonds; providing that the provisions of this resolution shall be liberally construed; and otherwise generally relating to the use of proceeds of the 2021 tax-exempt bonds. Michele R. Gregory motioned and Melissa D. Holland seconded. The vote was 5-0.

PUBLIC COMMENT

The following public comments were heard:

- Speaker #1 commended City workers for effective snow and debris removal and recommended improved enforcement to property owners regarding sidewalk clearing responsibilities to address ongoing compliance issues.
- Speaker #2 expressed concerns about significant and preventable environmental damage to trees, soil, and parkland caused by the City Park water main replacement project.
- Speaker #3 echoed concerns about damage from the City Park water main project, citing lack of communication about the project and suggested improved transparency and a clear restoration plan moving forward.
- Speaker #4 highlighted the importance of community partnerships in improving public spaces, while urging stronger enforcement and accountability measures for landlords to address unsafe and substandard housing conditions within the city.
- Speaker #5 criticized past and current city leadership and government practices, raising concerns about transparency, political influence, and election processes.

ADJOURNMENT/CONVENE IN WORK SESSION

The Legislative Session was adjourned at 6:42 p.m.

City Clerk

Council President

PIPELINE PROJECT COLLATERAL DAMAGE in SALISBURY CITY PARK

The water main replacement project in Salisbury City Park is past the halfway point. The pipeline trench excavation includes from Memorial Plaza to the Waterworks building, within a few feet of Beaverdam Creek. Its on the Civic Center side of the Park right on top of the main Greenway Trail.

This will give the City a much-needed new water main serving the nine wells in City Park. The old pipeline, installed about 100 years ago, must be renewed to use these wells for our water supply.

BUT extensive, preventable damage to many City park trees has occurred in this project. Thousands of square feet of topsoil have been disturbed, under the trees canopies, affecting their root systems. Heavy equipment maneuvering has scarred their trunks and broken off branches. Oaks, hollies, and pines have been damaged. These are magnificent specimens about 100 years old, and much appreciated by park users.

Since the first week of January, citizen observers have voiced environmental concerns to relevant leadership of the City Government. I personally have emailed the three department directors- Waterworks, DID, Field Operations and the mayor, at least weekly. They did communicate with me, fairly promptly. Responses I got were – we will get key people in a room and meet about it. Actions taken, though, NONE observed in my walking the project area almost daily.

NO industry-standard tree protection was performed to prevent severe tree damage. And heavy equipment carelessly created erosion of topsoil, especially on the hillside leading down to and including the 100 - year floodplain.

Weds. Feb. 18 supposedly one key department head actually visited the project and is now getting more involved. It is painfully obvious that there has been a serious lack of communication and coordination among the departments. Park Operations, DID and the Park & Rec Committee reportedly have been excluded until now. This has proven tragic for the City Park's natural areas and trails.

Trees and topsoil are invaluable resources and key to City Park's quality existence. Granted, a few trees are expected to be damaged running an average 20 inch diameter pipeline through the floodplain, however, based on various opinions, this project went rogue, over-reached and disregarded the surroundings.

So--How many more trees will be permanently scarred or their root systems damaged? What will be done to restore the Park, its trails, trees and open spaces, once its completed? Acres of nature were disrupted and many trees will be weakened, and come to an early demise. *Sadly the collateral damage of the project now includes park visitors; present and future generations.*

City Park Water Main Replacement - Public Works Project Viewer Call to Action

From Michael Piorunski <michael.piorunski@gmail.com>

Date Mon 2/16/2026 8:32 PM

To All City Council Members <allcitycouncilmembers@salisbury.md>

Cc Mayor Email Distribution List <mayor@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.

Good evening city council members,

I have received several emails regarding the water main replacement project ongoing in the city park. I am sure you all have received similar emails.

The concerns are warranted, as the section of the greenway and surrounding environment between Memorial Plaza and Beaverdam Drive has undergone what appears to many residents to be an unforeseen transformation. To say communication was lacking about the environmental impacts of this project, and disruption to park use, is an understatement. I won't rehash the concerns others have raised regarding the lack of oversight or site protection and management practices.

I do however want to ask that - as council members - you dig into these details as the projects/ funding approvals come before council. The council (YOU) - along with our stakeholder groups - are the best asset the city has to communicate important information to the public.

A quick checklist may suffice:

- Where is the permitted work area
- If/ How have we informed nearby residents of the pending project
- What potential impact will this project have on surrounding neighborhoods and city property
- How have city officials addressed environmental/ site protection protocols with the vendor
- Who is responsible for remediation of damage to the site
- How will the city communicate to the public if access to public land is limited or restricted
- What is the duration of the project/ project timeline

Moreover, I have asked repeatedly for the city to provide a public facing tool for citizens to view up to date and ongoing public works projects. I've proposed using the GIS mapping resources that can include links to project costs, funding information, project vendors/ contractors, city contact for questions/ inquiries, project timeline etc...

This tool would help to assuage citizen concerns about communication and transparency when public works projects impact their community. It would utilize resources and information the city already has and provide important information about how tax dollars are put to use in our neighborhoods. As taxpayers in 2026, we ought to have easy access to information about how dollars are spent. The city has the resources to do this, just needs someone to champion the project.

I would be happy to walk the project site with anyone this week. The parks committee and other stakeholders must be included in all discussions about remediation plans.

Thank you for your consideration and have a great week!

Michael Piorunski

443.421.0043

Fwd: Water Main Construction

From Michael Piorunski <michael.piorunski@gmail.com>

Date Thu 2/19/2026 1:51 PM

To Julie English <jenglish@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.

Mrs English -

I also wanted to pass along this email to Mr Swiger regarding this project.

Thank you.

Michael Piorunski

Begin forwarded message:

From: Michael Piorunski <michael.piorunski@gmail.com>

Date: February 16, 2026 at 8:56:26 AM EST

To: Allen Swiger <aswiger@salisbury.md>

Subject: Water Main Construction

Hi Allen!

As I'm sure you're aware, there is some concern regarding the extent of damage to park assets as a result of the water main replacement work.

I walked through the work area yesterday afternoon and did not see any tree protection in place between Beaverdam Dr and Memorial Plaza - despite lots of damage to trees.

Moreover the contractor is staging pipe in a way that uses the trees for support. (Along the former ball field.)

Lots of damage to the entire work area; trails, trees, understory areas/ soil, disc golf course baskets/ tee markers, and damage to a historic pump house. There's also trash throughout the work area.

It also looks like there has been work in and around the invasive bamboo.

What exactly have city officials communicated to the water main contractor and/ or another vendor about remediation plans after the project is completed? Can you share any internal plans/ budget regarding biodiversity and trail remediation?

I understand the work requires heavy equipment and all that comes with it, but site protection measures along with clear communication about next steps is needed here. The project - while necessary to the water infrastructure - has had a significant impact on this sensitive park area, and will continue to burden other park areas.

Thank you.

Michael Piorunski



**WORK SESSION
MEETING MINUTES
MARCH 2, 2026**

PUBLIC OFFICIALS

Present: Council President April R. Jackson, Council Vice President Sharon C. Dashiell, Councilwoman Angela M. Blake, Councilwoman Michele R. Gregory and Councilwoman Melissa D. Holland

IN ATTENDANCE

Mayor Randy Taylor, City Administrator Nick Rice, Housing and Community Development Director Muir Boda, Homeless Services Manager Christine Chestnutt, Finance Director Sandy Green, Department of Infrastructure and Development Director Nick Voitiuc, Permits and Inspections Manager Chad Goblinger, Department of Infrastructure and Development Deputy Director Judy Kuntz, City Planner Betsy Jackson, Associate Planner Henry Pearson, City Clerk Julie English and City Solicitor Ashley Bosche

CALL TO ORDER

The City Council convened in Work Session on March 2, 2026 at 6:47 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

PRESENTATION

- Salisbury Historic Sign Project

Ms. Aleta Davis from the Preservation Trust of Wicomico County presented a proposal to install historic markers in Salisbury through partnerships with local and regional organizations, outlining plans for an initial phase of three city sites that included Camp Wallace, Humphreys Lake, and Handy's Landing. She emphasized the importance of preserving local history, promoting heritage tourism and engaging the community. She noted funding challenges, grant requirements, and the intent to expand the project in the future.

- Housing First

Mr. Boda and Ms. Chesnutt presented the "Housing First Plus" program redesign, outlining a three-tier model that includes transitional housing, permanent supportive housing, and a new eviction debt assistance and expungement initiative. Ms. Gregory emphasized ongoing accessibility challenges and brainstormed some ideas of how to make units more accessible. Ms. Dashiell asked about interns helping with case management. Ms. Chesnutt noted that they usually don't have the interns for a long period of time and that they just hired a new case manager. Ms. Holland thanked the Housing and Community Development team as she toured Ann Street and was blown away by it all.

RESOLUTION

- Resolution Acceptance and Surplus of Forfeited Vehicles

Captain Felts presented a resolution requesting authorization for the city to accept two forfeited vehicles, declare them surplus, and sell them at public auction, with proceeds supporting police fleet maintenance. The council gave consensus to move the resolution forward.

- Resolution Declaring Official Intent to Reimburse Project Costs – Westside Community Center

Ms. Green presented a resolution declaring the city’s official intent to reimburse up to \$350,000 in eligible Westside Community Center project expenditures from future FY26 bond proceeds. The resolution did not authorize bond issuance now but preserves the city’s ability to reimburse prior costs once financing occurs. The council gave consensus to move this resolution forward.

- Approval of Substantial Amendment to FY2020 CDBG-CV Annual Action Plan

Ms. Green presented a resolution to approve a substantial amendment to the city’s FY2020 CDBG -CV annual action plan. The amendment reallocated unspent COVID-19 funds—\$7,046.86 for the Village of Hope emergency meals program and \$172,874.88 for Lake Street Park improvements—and authorized submission to HUD along with all required certifications and compliance measures. The council reached consensus to move the resolution forward.

ORDINANCE

- Authorization of General Obligation Bonds, Bond Anticipation Notes, and Refunding Bonds FY2026 Capital Projects

Ms. Green presented the ordinance for the FY2026 bond, which authorizes up to \$3 million in general obligation borrowing to fund the FY26 capital improvement plan. She noted that projects included neighborhood infrastructure, the Naylor Mill Road Bridge, zoo and facility improvements, Popular Hill, and the Westside Community Center. The ordinance allowed for the use of bond anticipation notes and refunding bonds, pledges the city’s full faith and credit for repayment, and provides flexibility in structuring and issuing the debt, with specific terms to be approved by the council at the time of issuance.

- Electrical Permit Ordinance

Mr. Voitiuc and Mr. Goblinger presented an ordinance to allow the city to handle electrical permits for projects within city limits. Currently, the county issues these permits, and the city did not track them or collect the associated revenue. By becoming the Authority Having Jurisdiction (AHJ) for electrical permits, the city would improve tracking, ensure proper oversight, and capture revenue currently going to the county estimated at \$50,000–\$ 80,000 annually. Mayor Taylor noted that all inspections would be conducted through a third-party system, so no additional city staffing was required. Council members expressed support for closing this gap and using existing systems to streamline the process. Council gave consensus to move the ordinance forward.

- Accept Donation from Community Foundation of the Eastern Shore

Ms. Kuntz requested Council to formally accept a generous donation of approximately \$26,000 from the Community Foundation of the Eastern Shore. She stated that the funds were designated to support the city’s pedestrian and bridge restoration project.

- Specialty Shop Ordinance

Ms. Betsy Jackson requested amending the city code to broaden the definition of “specialty shop,” which was previously limited to antiques, collectibles, and certain handicrafts. The new definition would allow retail stores selling a specialized line of merchandise related to a specific category or brand, while excluding adult entertainment, cannabis dispensaries, and alcohol/tobacco sales, with no outdoor storage permitted. The Planning Commission reviewed the amendment, held a public hearing, and unanimously recommended approval. Council reached consensus to move the ordinance forward.

- Pollinator Pathways

Mr. Pearson requested Council to accept a \$20,000 grant for a pollinator garden program led by the Green Team. He added that the program would install pollinator gardens throughout the city and provide education and outreach to encourage community participation. Council gave consensus to move the ordinance forward.

At this time, a video was shown in recognition of Black History Month.

Ms. Dashiell thanked Mr. Voituc for showcasing his department and having them present the work they were doing in their department.

COUNCIL DISCUSSION

- Appointment Process

Council discussed revising the process for filling council vacancies. They agreed that if a vacancy occurred with more than 12 months remaining in the term, a special election should be held, while vacancies under 12 months would be filled by appointment. They emphasized transparency by having candidates introduce themselves publicly, while sensitive personal information could be reviewed in closed session with guidance from Human Resources. Tie-breaking procedures were debated, with some suggesting the Mayor should break ties, though others preferred alternatives to maintain legislative independence. The consensus was to draft a proposal based on the agreed-upon timeline and open appointment process, with further discussion needed on tie-breaking and public engagement.

- Rules of Order

Council discussed revisions to the rules governing public comment, agenda items, speaking time, and meeting schedules. Ms. Holland recommended changing the existing language for public comment saying it was vague; her proposed revision clarified that individuals had three minutes to speak, the council president may warn anyone whose conduct materially disrupts the meeting, and removal was based solely on disruptive behavior. Disruptive conduct would include speaking beyond the allotted time after warning, shouting, interrupting others, threatening behavior, or preventing the council from conducting business. They discussed the agenda items section and while the mayor or city administrator may request items to be added, the council president cannot deny them arbitrarily and must provide a legitimate reason for any denial. The council also discussed the four-minute speaking limit for council comment with consensus leaning toward removing the strict time limit to allow flexibility. Council considered shifting from weekly to the second and fourth Monday of the month and moving routine items such as grants, surplus vehicles, and donations directly to legislative sessions. Further discussion was needed to finalize

the schedule and agenda consolidation. It was determined that Ms. Holland would send Ms. Bosche the language for the changes to the resolution.

- Code of Conduct

Ms. Holland raised concerns about sharing internal city emails on social media, particularly when the sender's name and contact information were visible. While acknowledging that the information was technically public record, several members emphasized that emails from staff, the Mayor, or department heads should not be posted directly to platforms like Facebook. Instead, summaries in the council's own words, without including staff names, were preferred. The discussion also noted the lack of a formal rule on this issue in the current code of conduct, which had not been updated since 2007. Ms. Holland asked Council to consider adding language to clarify appropriate handling of city emails, possibly within the rules of order.

PUBLIC COMMENT (Agenda Items Only)

The following public comments were heard:

- Speaker #1 suggested that for short-term appointments, the mayor should break tie votes, and the code of conduct should include enforceable consequences to deter violations.
- Speaker #2 stressed using GIS to show city investments, clarified that council vacancies involved elections not hiring, and distinguished code of conduct from rules of order.
- Speaker #3 emphasized the importance of decorum, recommending the council to model respectful debate by focusing on ideas, not individuals.

ADMINISTRATION COMMENTS

Mr. Rice thanked the Field Operations crew for their hard work during recent storms, noted the Zoo's reopening after storm damage, and highlighted upcoming events like Third Friday, Salisbury University's Centennial, and Hops on the River. He expressed appreciation to Sandy, the finance team, and city departments for their efforts on the budget review.

Mayor Taylor echoed Mr. Rice's comments and reflected on the challenges of a long delayed City park project that started construction in late December amidst harsh weather.

COUNCIL COMMENTS

Ms. Blake did not have any comments.

Ms. Dashiell encouraged volunteers for the Mission of Mercy dental event, invited support for the Humane Society's new building, thanked a constituent for helping dig out her car after the snow, praised the collaboration of the administrative branch with the city council, and promoted Rock and Roll Revival at Bennett High School.

Ms. Gregory discussed the recent Save Our Services rally, highlighting the Developmental Disabilities Administration's \$300 million funding cut which would heavily impact self-directed care families. She commended the Eastern Shore legislators for their advocacy, and encouraged the public to follow Dom Sessa ("girl in the pink wheelchair") on social media for guidance on contacting legislators and staying informed.

Ms. Holland shared that the Truth Committee would resume community meetings starting in March and encouraged public attendance. She noted the park issues, including tree damage and ramp replacement, which would be addressed by the contractor.

Ms. Jackson condemned a racially offensive video, mourned the passing of civil rights leader Reverend Jesse Jackson, emphasized that Black history was American history and promoted National Vietnam Veterans Day. She praised city employees for rescuing vulnerable senior residents during an emergency and highlighted the need for better emergency planning for disabled residents.

ADJOURNMENT

The Work Session adjourned at 9:00 p.m.

City Clerk

Council President



**LEGISLATIVE SESSION
MEETING MINUTES
MARCH 9, 2026**

PUBLIC OFFICIALS

Present: President April R. Jackson, Council Vice President Sharon C. Dashiell, Councilwoman Angela M. Blake, Councilwoman Michele R. Gregory and Councilwoman Melissa D. Holland

IN ATTENDANCE

Mayor Randy Taylor, City Administrator Nick Rice, City Clerk Julie English, City Solicitor Ashley Bosche

CALL TO ORDER

The City Council convened in Legislative Session on March 9, 2026 at 6:00 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

WELCOME/ANNOUNCEMENTS/PLEDGE

President Jackson welcomed everyone to the meeting and provided the emergency exit instructions. She then asked everyone to stand for the Pledge of Allegiance.

INVOCATION - Bishop Andre Alexander - New Dimensions Family Ministries

Ms. Jackson called for a moment of silence in lieu of the invocation.

PRESENTATIONS

- Presidential Citizen Scholars - Westside Community Center

Professor Ryan Weaver and students from Salisbury University's Presidential Citizen Scholars program presented findings from their community-based research project focused on the west side of Salisbury, where no community center currently exists. Through surveys and outreach at local events, churches, and public spaces, the students gathered input highlighting strong community interest in arts and cultural programming, academic support, senior services, and family support initiatives. They emphasized the importance of increasing access to social, educational, and health resources, particularly for underserved and non-English speaking populations. The group also shared data suggesting that community centers may contribute to reductions in crime and improved community well-being. In response to identified healthcare gaps, the students organized a free community health fair at the Newton Community Center. Additionally, a separate project introduced an online Wicomico County Housing and Resource Guide designed to provide up-to-date information on housing and essential services. Council members expressed strong appreciation for the students' work, noting its value in guiding future planning efforts, particularly as the City moved forward with developing a west side community center.

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

Ms. English presented the legislative agenda.

President Jackson called for a motion to adopt the legislative agenda as presented. Angela M. Blake motioned and Michele R. Gregory seconded. The vote was 5-0.

CONSENT AGENDA

Ms. English presented the Consent Agenda items. The items were as follows:

- Manufacturing Exemption - Smiths Interconnect Americas, Inc .
- Board of Appeals

President Jackson called for a motion and a second to approve the consent agenda. Sharon C. Dashiell motioned and Melissa D. Holland seconded. The vote was 3-2 with Ms. Gregory and Ms. Blake voting nay.

RESOLUTIONS

Presented by Ms. Bosche

- Resolution Declaring Official Intent to Reimburse Project Costs – Westside Community Center

Resolution No. 3464 - Making a declaration of official intent regarding reasonable expectation to reimburse from proceeds of a future borrowing project expenditures made in connection with a project generally identified as Westside Community Center.

Ms. Bosche recommended revisions to clarify that the resolution included funding for the acquisition of the Westside Community Center property on Parsons Road. Additional language would specify that project expenditures included property acquisition costs, and a separate ordinance to authorize the purchase would be introduced at the next work session. Angela M. Blake motioned and Michele R. Gregory seconded. The vote was 5-0.

- Approval of Substantial Amendment to FY2020 CDBG-CV Annual Action Plan

Resolution No. 3465 - to approve the City's Substantial Amendment for Community Development Block Grant Coronavirus (CDBG-CV) funds for CDBG-CV FY2020. Angela M. Blake motioned and Michele R. Gregory seconded. The vote was 5-0.

ORDINANCES

Presented by Ms. Bosche

- Authorization of General Obligation Bonds, Bond Anticipation Notes, and Refunding Bonds FY2026 Capital Projects

Ordinance No. 2979 - Authorization of General Obligation Bonds, Bond Anticipation Notes, and Refunding Bonds FY2026 Capital Projects. Sharon C. Dashiell motioned and Melissa D. Holland seconded. The vote was 5-0.

- Electrical Permit Ordinance - 1st Reading

Ordinance No. 2980 - To require the acquisition of an electrical permit through the City of

Salisbury prior to conducting work on electrical systems, equipment or connections. Angela M. Blake motioned and Melissa D. Holland seconded. The vote was 5-0.

- Accept Donation from Community Foundation of the Eastern Shore - 1st Reading

Ordinance No. 2981 - Approving a budget amendment of the City's budget to accept and appropriate donated funds from the City Park Pedestrian bridge restoration. Sharon C. Dashiell motioned and Melissa D. Holland seconded. The vote was 5-0.

- Pollinator Pathways

Ordinance No. 2982 - to accept funds received from Sustainable Maryland in the amount of \$20,000 as awarded to enact the Pollinator Pathways Program in the City of Salisbury. Sharon C. Dashiell motioned and Angela M. Blake seconded. The vote was 5-0.

- Specialty Shop Ordinance - 1st Reading

Ordinance No. 2983 - Amending 4.120 of the Salisbury City Code to revise the definition of "specialty shop" Angela M. Blake motioned and Melissa D. Holland seconded. The vote was 5-0.

WOMEN'S HISTORY MONTH PRESENTATION

Ms. Jackson presented Ms. Monica Brooks with a Certificate of Recognition for Women's History Month.

Ms. Jackson highlighted the importance of recognizing women's contributions to the council and community, acknowledging those who had paved the way for future generations. She noted this was the first year of the recognition and expressed a desire to expand it in the future.

PUBLIC COMMENT

The following public comments were heard:

- Speaker #1 requested his Public Art Master Plan amendment be discussed at a work session, emphasizing the need for broader input on public art decisions, and asked the Mayor about plans for Black Lives Matter Boulevard.
- Speaker #2 commended the City's snow removal team, raised concerns about impacts from the City Park water main project, and urged opposition to House Bill 1518 due to potential revenue loss.
- Speaker #3 asked whether the city had reached out regarding the Viscon Air closure, noting the loss of approximately 50 jobs.
- Speaker #4 encouraged stronger enforcement of housing laws, support for seniors and vulnerable residents, and consideration of measures like rent stabilization to help those struggling with homelessness and high living costs.
- Speaker #5 supported routine code inspections, commended Councilwoman Jackson for efficient meetings, clarified the council president's limited role, and advocated annexing the west side to boost revenue and civic engagement.

ADMINISTRATION COMMENTS

Mr. Rice provided an update noting that the Waterside Park construction had begun, the pedestrian bridge renovations near the amphitheater were complete, and new equipment at Woodcock Park had arrived with work expected to finish by the end of the week.

Mayor Taylor provided updates on Viscon Air's out-of-state consolidation and efforts to secure a new operator, tenant-requested inspections without landlord permission, progress on the Westside Community Center, and annexation plans to increase city revenue.

COUNCIL COMMENTS

Ms. Holland commended the ACE Mentoring Program students for their outstanding unhoused shelter project presentation and announced a Truth Committee community session at the Truitt Street Community Center, encouraging public participation.

Ms. Gregory attended the Habitat for Humanity gala and encouraged donations. She also promoted the Women's Empowerment Summit at Salisbury University.

Ms. Dashiell highlighted the ACE student's presentation, noted progress at Woodcock Park, shared airport expansion updates, and promoted Earth Day at the Zoo and the Mission of Mercy health fair.

Ms. Blake thanked attendees for coming, emphasized the importance of community engagement, and acknowledged the presence of many women in celebration of Women's History Month.

Ms. Jackson expressed her excitement about the West Salisbury Community Center, highlighting its importance for children, families, and the broader community. She noted plans for future community improvements, including potential playgrounds, and thanked the Mayor, administration, and council for making the project possible. She also promoted a Vietnam Veterans Day celebration at the Delmar VFW, honoring veterans and their stories.

ADJOURNMENT

The Legislative Session adjourned at 7:11 p.m.

City Clerk

Council President

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WHEREAS, §SC2 - 6 of the Charter of the City of Salisbury provides that the City Council shall determine its own rules and order of business: and

WHEREAS, the City Council wishes to update and amend its Regulations and Rules of Order.

THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of the City Council of the City of Salisbury, Maryland held on this 30 day of March, 2026, and shall become effective immediately upon adoption.

ATTEST:

April R. Jackson
PRESIDENT, City Council

SALISBURY CITY COUNCIL REGULATIONS AND RULES OF ORDER
As Amended on _____

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1. PREAMBLE

The Salisbury City Council facilitates the expression of views and the introduction of legislation and promotes the orderly, open discussion of issues relevant to the government of the City. Council adopts these Rules of Order to establish clear expectations for behavior and to provide a framework for all Council meetings. These Rules shall be in effect upon their adoption by a majority of the City Council until they are amended or new rules are adopted. These Rules shall be interpreted and enforced by the Council President. A Council action that is otherwise valid does not become invalid because the Council did not follow these Rules.

2. GENERAL PROVISIONS

- A. Meetings of the Salisbury City Council will be held in Council Chambers in Room 301 of the Government Office Building, 125 N. Division Street, Salisbury, Maryland,

unless notice to the contrary is given.

- B. Special meetings may be called by a majority of the members of Council as often as necessary for the transaction of business. The time and place of a special meeting shall be set by the Council President, or in his or her absence, the Council Vice President or his or her designee.
- C. Notice of meetings will be posted on the City Council's website, at a reasonable time in advance of the meeting.
- D. The City Clerk's Office shall notify the media of all Council meetings.

3. COUNCIL MEMBERS' ATTENDANCE AND PARTICIPATION

- A. Council members are expected to attend all meetings (legislative sessions, special sessions, work sessions, closed meetings, and budget sessions) of the City Council.
- B. Council Members are not permitted to participate in any meeting by telephone.
- C. If a Council Member cannot attend a legislative session, special session, or work session in person, but desires to attend remotely, he or she shall follow the procedures set forth in Chapter 1.20 of the City Code governing electronic participation.
- D. Council Members are not permitted to participate in closed meetings or budget sessions via electronic means.
- E. Council Members shall have at hand all materials for all meetings.

4. COUNCIL MEMBERS' CONDUCT AT ALL MEETINGS

- A. The Council President, or in his or her absence, the Council Vice President, shall call the meeting to order at the appointed hour. In the absence of both the Council President and Council Vice President, the City Council may elect by majority vote a President *Pro Tem*, who shall act as presiding officer for the duration of the meeting.
- B. After calling the meeting to order, the Council President shall entertain a motion to adopt the agenda for the meeting as presented. After such motion has been made and seconded, any Council Member may request the deletion of any item on the agenda, a change in the order of any agenda item, or the addition of any urgent or emergency item. Such changes may be approved by consensus, or in the absence of a consensus, such changes shall be approved upon affirmative vote of a majority of the Council. Any member of the Council may also request that an item be removed from the consent agenda for discussion, for further information, or in order that there might be

a separate vote on that item.

- C. The Council President shall preside over the meetings of the Council and shall regulate discussion on each agenda item so as to maintain order and decorum, ensure the orderly transaction of business, and provide all Council Members a reasonable opportunity to participate in debate in accordance with these Rules~~The Council President shall control discussion of the Council on each agenda item to assure full participation in accordance with these Rules.~~
- D. A Council Member shall speak only after being recognized by the Council President. A Council Member recognized for a specific purpose shall limit remarks to that purpose. A Council Member, after being recognized, shall not be interrupted except by the Council President to enforce these Rules. The Council President, as a member of the Council, may enter into any discussion.
- E. After being recognized by the Council President, a member of the Council may request and receive information, explanations or opinions of the Mayor, City Administrator, City Attorney, City Clerk, any City department head or their designee.
- F. Council Members shall conduct meetings in a professional manner. Council Members must be respectful to the public, City staff members, and each other at all times.
- G. Any Council Member wishing to present a Certificate of Appreciation or a Certificate of Recognition must receive a consensus of the Council in advance before it is placed on the agenda.

5. AGENDA

- A. The Council President shall prepare a written agenda for each meeting with the assistance of the Clerk's Office.
- B. The Council President may place upon the agenda any item which is legal, constitutional and proper for the Council to consider, provided, however, that the Council President may reasonably defer a requested agenda item until a future meeting of the Council in order to secure full attendance by Council Members, or to secure the input of the City's staff.
- C. The Mayor, City Administrator or a member of the Council, may make a timely request to the Council President that an item be placed upon the agenda for a meeting. The Council President may only deny such a request for good cause shown~~has discretion whether to add the item to the agenda.~~

- D. No item will be added to the agenda after the established deadlines (set forth in Sections 7B and 8B below), unless the Council President determines it to be urgent in nature or an emergency.
- E. Items which are matters of a routine, non-controversial nature may be placed on the agenda under Consent Agenda. The purpose of the consent agenda is to provide a method for the expeditious handling of items which, in the opinion of the Council President, City Clerk and City Administrator, will not require discussion and will be approved unanimously by the Council. Items shall be removed from the Consent Agenda at the request of any individual Council Member.

6. VOTING AND THE MAKING OF MOTIONS

- A. Any member of the Council, except the Council President, may make or second a motion for the Council to take action regarding any agenda item, subject to the City Ethics Code and State Ethics Law.
- B. Any member of the Council may vote regarding any agenda item, subject to the City Ethics Code and State Ethics Law.
- C. The Council President may not make a motion, and may second a motion only when there are only three (3) members of the Council, including the President, present and voting.
- D. In the absence of the Council President, the Council Vice President shall be subject to the same limitations upon voting and the making of motions as the Council President.
- E. The City Clerk shall record the name of the Council Member making each motion, the name of the Council Member who seconded the motion, and the vote.
- F. If a Council Member wishes to defer an agenda item to another meeting, the motion to "postpone to a certain time" is used. The motion requires a second, is debatable, and a majority vote is required for adoption. The motion must state when the agenda item will be reintroduced.
- G. In the absence of a rule herein to govern a point of procedure, the City Council shall defer to Robert's Rules of Order.

7. LEGISLATIVE SESSIONS

- A. Generally, regularly scheduled legislative sessions of the Salisbury City Council shall be

held on the second and fourth Monday of each month. However, a legislative session may be scheduled on a different date to account for holidays or other events. All legislative sessions will convene at 6:00 p.m., unless otherwise noted.

- B. The agenda for each legislative session shall be prepared by the City Clerk at the direction of the Council President. The Clerk shall endeavor to publish the agenda no later than 12:00 p.m. on the Wednesday before the regularly scheduled legislative session.
- C. In order to afford members of the public the opportunity to speak, there shall be a public comment period where the Council may hear public comments from the public regarding any matter. Rules regarding public comments are set forth in Section 12 below. Members of the public and/or interested parties may not under any circumstances address the Council outside of the public comment period. During a regularly scheduled legislative session in which a work session follows directly thereafter, public comment shall occur at the conclusion of the work session only. If no work session follows the legislative session, public comment shall be at the conclusion of the legislative session.
- D. During a regularly scheduled legislative session in which a work session follows directly thereafter, Council Members' comments shall be made before the adjournment of the work session. If no work session follows the legislative session, public comment shall be at the conclusion or adjournment of the of each legislative session. Personal remarks or general observations by Council Members are permitted during Council Member's comments, but they should be kept brief and should be relevant. Each Council Member shall be allotted a maximum of four (4) minutes to make his or her comments.

8. WORK SESSIONS

- A. Generally, work sessions of the Salisbury City Council will be held on the ~~first-second~~ and ~~third-fourth~~ Monday of each month immediately following legislative session, or as necessary. A work session may be scheduled on a different date to account for holidays or other events. ~~All work sessions will convene at 6:00 p.m., unless otherwise noted.~~
- B. ~~The Council shall conduct work sessions on matters which are expected to come before the Council for formal action at a legislative session or otherwise need study by the Council.~~ Work sessions shall be reserved for agenda items that are anticipated to require extended discussion, prior analysis, or comprehensive review by the Council. Routine, administrative, or ministerial items, which may include the acceptance of grants, declarations of surplus of certain property, and minor budget amendments shall not be scheduled for work session consideration. Instead, such items shall be presented during the Council's legislative session, at which time discussion may occur as necessary. Items to be considered will be placed on the work session agenda by the Council President after consultation with the City Administration. The Clerk shall endeavor to publish the agenda no later than 12:00 p.m. on the Wednesday before the

regularly scheduled work session.

- C. Work session meeting agendas shall list items for Council discussion.
- D. During work sessions, the Council shall receive information and/or presentations on agenda items. Council may ask questions and request that additional information be provided. Council may give consensus that matters under consideration be moved forward for formal action at a legislative session, that further study be conducted, that matters not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.
- E. Final action on items is not taken at work sessions. The Council may decide by consensus, or by a majority vote, on how to proceed on various items under consideration. However, no formal vote of the Council in favor or against any agenda item may be taken at a work session.
- F. Work sessions are considered public meetings and the public can attend. Members of the public and/or interested parties may not under any circumstances address the Council on the items under consideration during the work session outside of the general public comment period.
- G. Immediately preceding the end of work sessions, in order to afford members of the public the opportunity to speak, there shall be a public comment period where the Council may hear public comments from citizens on any matter, regarding an agenda item that was under consideration during the session. Public comments must be directed to an agenda item that was under consideration at the session where the comment is being made. The Council President shall rule on the germaneness of the citizen comments. Rules regarding public comments are set forth in Section 12 below.

9. **BUDGET SESSIONS**

- A. Budget Sessions of the Salisbury City Council will be held annually in the spring.
- B. Notice of all budget sessions will be published on the City Council website once the sessions have been scheduled by the Council President with the input of City Administration.
- C. Budget sessions are considered public meetings and the public can attend. In order to ensure that budget sessions are conducted in a timely and efficient manner, there shall be no public comment period or any other opportunity for members of the public to address the Council during a budget session.

- D. Council members are not permitted to participate in budget sessions remotely.
- E. The agenda for budget sessions shall contain a schedule outlining the approximate time when each department presentation shall begin and end. The Council will endeavor to follow the schedule outlined in the agenda but should delays arise the Department Presentations may continue outside of the times outlined in the agenda.
- F. Budget Sessions are not broadcast live on PAC 14 or any other source of media.

10. CLOSED SESSION MEETINGS

- A. The Council may conduct closed meetings as permitted by State Law. A member of the public cannot attend a closed meeting.
- B. Everything that is discussed during a closed meeting, and all materials which are reviewed during a closed meeting or are prepared in anticipation thereof, shall be considered confidential and no Council Member shall publicly disclose any such information or material. Public disclosure may be made only in the event a majority of the Council Members vote to approve the public disclosure.
- C. Council Members are not permitted to participate in closed sessions remotely.
- D. No council member shall make any disclosures or release any information which would result in the waiver of the attorney/client privilege without first obtaining the approval of a majority of the Council in open session.

11. PUBLIC HEARINGS

- A. After convening a public hearing, but before the presentation of testimony, the Council President or his designee must briefly explain the purpose of the public hearing.
- B. Any member of the public wishing to provide testimony will be administered an oath by the City Clerk or Deputy City Clerk.
- C. In order to expedite the hearing and allow all witnesses an opportunity to be heard, the Council President may announce in advance or at the hearing time limits for each speaker.
- D. Written testimony may be submitted in advance to the City Clerk via email.
- E. The Council President may temporarily suspend any testimony that is not relevant to the subject of the hearing and advise the speaker to that effect. The Council President may stop taking further testimony from and vacate any remaining time allocated to a speaker who, after being so advised, continues to offer irrelevant testimony.

12. PUBLIC COMMENT AND PARTICIPATION

- A. Members of the public shall be courteous to their fellow citizens and the proceedings while the Council is in session by limiting conversations within the Council Chambers and the entrance hallway into the Chambers.
- B. A person attending a meeting may not engage in conduct, including visual demonstrations such as the waving of placards, banners, or signs, that disrupts the meeting or interferes with the right of a member of the public to attend and observe the session as determined by the Council President. Exhibits, displays and visual aids used in connection with presentations to the Council are permitted so long as they are only displayed during the presentation.
- C. No person will be allowed to address the Council until the appropriate time, as determined by the Council President.
- D. Upon recognition by the Council President to address Council, the person must begin by first stating his or her name, whether he or she is a City resident, and the persons or organization represented, if any.
- E. In order to afford all persons an opportunity to speak, comments made by members of the public must be no longer than ~~fourthree~~ (34) minutes. The Council President in his or her discretion may grant additional time.
- F. In order to afford all persons an opportunity to speak, the Council President may limit comments regarding a specific agenda item if an excessive number of similar comments are made regarding that specific item.
- G. If a member of the public wishes to disseminate written comments to Council, it shall be submitted to the City Clerk via email prior to the meeting and it will be attached to the minutes as part of the record.
- H. Members of the Council will not immediately comment upon the remarks made by a member of the public. If a member of the public asks a question of Council, answers may be provided at a later date, after time is taken to investigate the matter.
- I. ~~Any person making personal, impertinent or slanderous remarks, or who becomes boisterous in any manner that disrupts a meeting while addressing the Council, may be warned by the Council President and if necessary, requested to leave the meeting immediately~~Any individual addressing the Council shall confine remarks to the allotted time and maintain order during the meeting. The Council President may issue a warning to any person whose conduct materially disrupts, disturbs, or

impedes the orderly conduct of the meeting. Disruptive conduct includes, but is not limited to, (1) speaking beyond allotted time after being instructed to conclude; (2) shouting or interrupting other speakers; and/or (3) engaging in threatening behavior or preventing the Council from conducting its business. A warning will be given by the Council President for any disruptive behavior and, if the disruptive behavior continues, the person will be asked to stop the behavior and/or leave the meeting. Removal from a meeting shall be based solely on disruptive conduct and not on the viewpoint, criticism, or content of the speaker's remarks.

13. PROCEDURES FOR SECURITY AT CITY COUNCIL MEETINGS

- A. A Salisbury Police Department officer will be present at every meeting or session of the City Council. The Salisbury Police Department officer should not leave the Council Chambers until the conclusion of the meeting unless a problem or emergency occurs. At the beginning of every meeting or session of the Council the Council President shall advise all attendees on evacuation procedures.

Adopted: 10/23/00 by Resolution No. 737
Amended: 11/26/01 by Resolution No. 806
Amended: 8/26/02 by Resolution No. 876
Amended: 5/12/03 by Resolution No. 972
Amended: 12/8/03 by Resolution No. 1043
Amended: 11/28/05 by Resolution No. 1335
Amended: 3/27/06 by Resolution No. 1386
Amended: 10/23/06 by Resolution No. 1451
Amended: 1/8/07 by Resolution No. 1476
Amended: 10/8/07 by Resolution No. 1577
Amended: 11/26/07 by Resolution No. 1600
Amended: 7/14/08 by Resolution No. 1672
Amended: 7/11/11 by Resolution No. 2072
Amended: 9/10/12 by Resolution No. 2203
Amended: 2/25/13 by Resolution No. 2251
Amended: 4/28/2014 by Resolution No. 2396
Amended: 2/10/25 by Resolution No. 3377
Amended: 04/28/25 Resolution No. 3395
Amended: 01/12/26 Resolution No. 3445

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WHEREAS, pursuant to § 5-202 of the Local Government Article, Annotated Code of Maryland, the City of Salisbury (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to assure the good government of the City; protect and preserve the City's rights, property, and privileges; preserve peace and good order; secure persons and property from danger and destruction; and protect the health, comfort, and convenience of the residents of the City; and

WHEREAS, the Mayor and Council have determined that the acquisition of the improved real property located at 303 Lake Street in Salisbury, Maryland (the “Property”), currently owned by David F. Brown and Dawn Brown, is required in order for the City to further the City’s strategic plan of completing the North Prong Park Project or otherwise providing options for redevelopment at this location; and

WHEREAS, Mayor and Council desire to use the authority granted to the City under State Law and the City Charter to acquire the Property, pursuant to the attached Contract of Sale.

Section 1. The Property, pursuant to the terms of the attached Contract of Sale be and is hereby authorized for the public purpose of furthering the City's strategic plan of completing the North Prong Park Project or otherwise providing options for redevelopment at this location.

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

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 23 day of March, 2026 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 30 day of March, 2026.

ATTEST:

Julie A. English, City Clerk

April R. Jackson, City Council President

Approved by me, this _____ day of _____, 2026.

Randolph J. Taylor, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Agreement") made this 3rd day of February, 2026, by and between David F. Brown and Dawn Brown (hereinafter referred to as "Sellers") and City of Salisbury, a Maryland Municipal Corporation (hereinafter referred to as "Buyer").

WHEREAS, Sellers are the owner of record and in fact, legally and beneficially, of the real property described in Paragraph 1 hereof;

WHEREAS, Sellers desire to sell said property to Buyer and Buyer desires to purchase the property from Sellers, at the price and upon the terms and conditions hereinafter set forth; and

WHEREAS, Sellers and Buyer agree that Cockey, Brennan & Maloney, P.C. shall handle all matters related to the settlement of the transaction set forth hereinafter.

NOW, THEREFORE, THIS CONTRACT OF SALE WITNESSETH: In consideration of the mutual promises one to another hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Sellers hereby covenant and agree as follows:

1. Sale and Purchase of Property. Sellers agree to sell to Buyer, and Buyer agrees to purchase from Sellers, at the price and upon the terms and conditions hereinafter set forth, the property located at 303 Lake Street, Salisbury, Maryland and more particularly described as Map 106, Parcel 1629, Lot 12A, 55,517 SQ FT 303-305 Lake Street, Tax ID No. 09-055568, and described in a Deed to Sellers recorded among the Land Records of Wicomico County in Liber No. 3383, Folio 197 ("Property").

2. Purchase Price. The purchase price for the Property shall be **Three Hundred Eighty-five Thousand Dollars (\$385,000.00)** ("Purchase Price") payable as follows:

- a. Total Purchase Price is to be paid as follows:
 - i. A deposit of Five Thousand Dollars (\$5,000.00)

payable upon execution of this Agreement to be held by Cockey, Brennan and Maloney, P.C. ("Escrow Agent").

ii. The balance of the Purchase Price to be paid in cash at Settlement.

3. Due Diligence.

a. Buyer shall have a period of no less than thirty (30) days commencing as of the date of this Agreement ("Due Diligence Period") to inspect the Property. All costs of inspection shall be at Buyer's sole expense. During the Due Diligence Period, Buyer may terminate the Contract of Sale for any reason, or no reason, at its sole discretion, at which time the Deposit shall be refunded to Buyer and all parties shall be released from any further obligations under this Agreement. Sellers shall cooperate with Buyer to make the interior of the building and all mechanical equipment associated with the building accessible to Buyer, or Buyer's agents, for inspection. In the event Buyer shall elect to terminate this Agreement, Buyer shall notify Sellers of its intention to terminate in writing as provided for in Paragraph 12 below ("Notice of Termination"). If the Buyer affirms the Contract of Sale or fails to send a Notice of Termination before the expiration of the Due Diligence Period, the Buyer takes the Property "AS IS".

4. Settlement.

a. Time and Place: Settlement hereunder shall be held within fifteen (15) days of the expiration of the Due Diligence Period or at such earlier date and time at the option of the Buyer, at the office of Cockey, Brennan & Maloney, P.C. located in Salisbury, Maryland.

b. Adjustments. Rent, water, real estate taxes and other public charges against the Property shall be apportioned as of the date of settlement.

c. Settlement Charges. All State and County recordation and transfer taxes and documentary stamps ("Recording Taxes") in connection with the sale and purchase of the Property shall be split equally between the parties. In the event only Recording Taxes owed by Buyer are waived or exempt by law, Sellers shall remain responsible for his one-half share, if any. All conveyancing

charges, title company charges, title insurance premiums and title examination and survey charges, if any, shall be borne entirely by Buyer. Survey charges, if Buyer wants a survey performed shall also be paid by Buyer.

d. Sellers' Obligations. At settlement hereunder, Sellers shall deliver to Buyer a good and sufficient special warranty deed containing covenants of further assurances, duly executed and acknowledged by Sellers (and by any other person or persons reasonably required by Buyer's legal counsel) conveying to Buyer good and merchantable fee simple title to the Property. Sellers shall give the Buyer full possession and occupancy of the Property at the time of settlement. The Property shall be held at the risk of Sellers until settlement has been made and full possession and occupancy given to Buyer.

5. Buyer's Default. If Buyer shall be obligated to proceed to settlement under the provisions of this Agreement and shall fail to do so for any reason whatsoever, the deposit heretofore paid to Escrow Agent shall be forfeited to Sellers, and the parties are released from any further obligations hereunder.

6. Sellers' Default. If Sellers shall fail to perform its obligations hereunder to make full settlement in accordance with the terms hereof, the deposit shall be returned to Buyer and Buyer may avail itself of any legal or equitable rights (including, without limitation, the right of specific performance) which Buyer may have at law or in equity or under this Agreement.

7. Conditions of Buyer's Obligation to Settle. It shall be a condition of Buyer's obligation to make settlement hereunder that:

a. Representations and Warranties. The representations and warranties made by Sellers in Paragraph 8 hereof shall be true and correct on and as of the date of settlement as fully as if made at that time.

b. Specified Conditions Not Present. At the time of settlement there shall be no (1) proceeding pending or threatened to change or redefine the zoning classification of all or any portion of the Property; (2) suits or judgments pending or threatened relating to or affecting Property; (3) other impediments

which will significantly interfere with Buyer's development or use of the Property or the resale by Buyer thereof.

c. Title. Sellers are the owner of record and in fact, legally and beneficially, of the Property, has the right to sell the Property without agreement of any other person, has title to the Property that is good and marketable and free of all liens and encumbrances except as otherwise provided herein, and that title as such is fully insurable under a full coverage owner's title insurance policy at standard rates by a reputable title agency utilized by Cockey, Brennan & Maloney, P.C.

d. City Council Approval. On or before the Settlement Date, the City Council for the City of Salisbury appropriates the necessary funds for the payment of the Purchase Price.

e. Remedies of Buyer. If any condition in this Paragraph 7 is not satisfied, Buyer shall have the right (to be exercised not later than the time scheduled for settlement or any extension thereof) either (1) notwithstanding such fact to proceed to settlement; or (2) to terminate this Agreement, whereupon the deposit shall be returned to Buyer and all parties shall be released from any further liability or obligation hereunder.

8. Representations and Warranties of Sellers. Sellers covenant that each of the following representations and warranties is true and correct as the date hereof and shall be true and correct on the date of settlement hereunder:

a. No Material Omissions. Neither this Agreement (including Exhibits hereto, if any) nor any other certificate, statement, document or other information furnished, or to be furnished, to Buyer, by or on behalf of Sellers, pursuant to or in connection with the transaction contemplated in this Agreement, contains or will contain any misstatement of a material fact or omits or will omit to state a material fact necessary to make the representations and warranties and other statements herein or therein contained not misleading, in the circumstances in which made.

b. Authority. Sellers have full power and authority to sell and

convey to Buyer all of the Property.

c. Sellers have complied with all applicable laws and restrictions affecting the Property.

d. Sellers have no knowledge of any other impediments which will significantly interfere with Buyer's use of the Property or the resale by Buyer thereof, except as herein provided.

e. The Sellers at the time of settlement will leave premises free and clear of trash and debris and deliver the Property in substantially the same physical condition as of date of the date of this Agreement. Buyer has the privilege of a pre-settlement inspection of the Property.

f. Representations True at Settlement. Sellers' representations and warranties to Buyer shall be true and correct on and as of the date of settlement with the same force and effect as though such representations and warranties had been made on and as of such date. In the event that any one or more of Sellers' representations and warranties are not true and correct on and as of settlement, then Buyer shall have the right, at its sole option, to terminate this Agreement.

9. Delivery of Possession. It is understood and agreed that the purchase price herein is being paid for both title to and possession of the Property and that failure by Sellers to deliver possession as hereinafter set forth shall constitute a breach by Sellers of the terms and conditions hereof.

10. Interim Period. Between the date hereof and the date of settlement, Sellers agree that it will maintain the Property in good and ordinary repair and maintenance.

11. Broker's Commission. Sellers have informed Buyer that Sellers are solely responsible for any real estate or brokerage commission that may be due as part of this transaction. Accordingly, Sellers agree to indemnify, save and hold Buyer harmless from and against any and all claims for commissions or fees arising out of the within Agreement, including costs and attorney's fees that may be incurred by Buyer in connection with the defense of such claims.

12. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) when mailed First Class Mail, postage prepaid or (b) e-mail, provided a copy is sent the next day by method (a). All Notices shall be addressed as follows:

If to Buyer: City of Salisbury
Attn: Randolph J. Taylor
Mayor
115 S. Division Street
Salisbury, Md. 21801
Email: rtaylor@salisbury.md

With copies to: Cockey, Brennan & Maloney, P.C.
Attn: Ashley A. Bosche, Esq.
313 Lemmon Hill Lane
Salisbury, Maryland 21801
Phone: (410) 546-1750
Fax: (410) 546-1811
E-mail: bosche@cbmlawfirm.com

If to Sellers: David F. Brown
Dawn Brown
9671 Mashie Ct.
Naples, FL 34108
E-mail: dawnbrownemail@gmail.com;

13. Other Provisions.

a. Survival of Provisions. The provisions of this Agreement and the warranties, representations and indemnifications hereunder shall survive settlement hereunder and the execution and delivery of the deed of conveyance of the Property and shall not be merged therein.

b. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

c. Assignment. This Agreement shall be freely assignable by either party hereto.

d. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

e. Exhibits. The Exhibits attached hereto, if any, are hereby made a part of this Agreement as fully as if set forth in the text of this Agreement.

f. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, executors, administrators, successors and assigns.

g. Entire Agreement. This Agreement and the Exhibits attached hereto, if any, contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior understanding. Buyer, Sellers and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

h. Gender and Number. Whenever in this Agreement the context so requires, the use of one gender includes all genders, the singular number includes the plural, and the plural number includes the singular.

i. Effective Period of Offer. The execution hereof by Buyer constitutes an offer which shall remain open until accepted by Sellers or until written notice of revocation is sent to Sellers, whichever first occurs.

j. Insurance. Sellers shall keep and maintain insurance policies on the Property described herein and to continue said insurance in force and effect up to and including the date of settlement hereunder. Buyer shall be responsible for insurance coverage thereafter.

1. Construction of Agreement: This Agreement and all the terms and conditions thereof shall not be subject to any special interpretation or construction by reason of the fact that the within Agreement was prepared by or for any party hereto or by counsel for any of said parties. Furthermore, no provision of this Agreement shall be interpreted for or against any party hereto by reason of the fact that said party or his or her counsel or legal representative drafted all or any part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the day and year first above written.

WITNESS/ATTEST:

Dean Gonzalez

Emily Goulet

SELLERS:

David F. Brown
David F. Brown

Dawn Brown
Dawn Brown

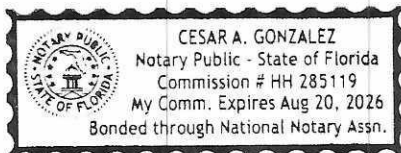
BUYER:
City of Salisbury

By: Randolph J. Taylor
Randolph J. Taylor, Mayor

STATE OF Florida, Collier COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10TH day of February, 2026, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David F. Brown, known to me or satisfactorily proven to be the person named herein as Seller, and that he acknowledges the same to be his respective act and deed.

AS WITNESS my hand and Notarial Seal.

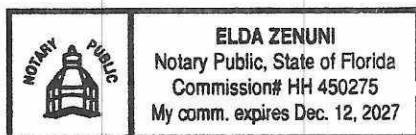


Cesar Gonzalez
NOTARY PUBLIC
My Commission Expires: Aug, 20, 2026

STATE OF Florida, Collier COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of February, 2026, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dawn Brown, known to me or satisfactorily proven to be the person named herein as Seller, and that she acknowledges the same to be his respective act and deed.

AS WITNESS my hand and Notarial Seal.

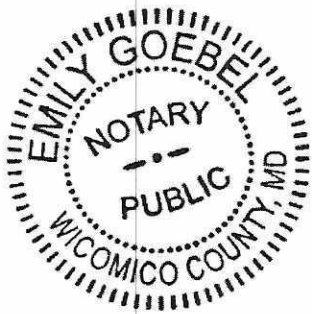


Elda Zenuni
NOTARY PUBLIC
My Commission Expires: 12/12/2026

STATE OF Maryland, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of February, 2026, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Randolph J. Taylor, Mayor, City of Salisbury, who executed the foregoing Contract of Sale in said capacity and acknowledged under oath that he is authorized to execute same as Mayor and that he acknowledges the same to be his respective act and deed.

AS WITNESS my hand and Notarial Seal.



Emily Goebel
NOTARY PUBLIC
My Commission Expires: July 29, 2028

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WHEREAS, pursuant to § 5-202 of the Local Government Article, Annotated Code of Maryland, the City of Salisbury (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to assure the good government of the City; protect and preserve the City's rights, property, and privileges; preserve peace and good order; secure persons and property from danger and destruction; and protect the health, comfort, and convenience of the residents of the City; and

WHEREAS, pursuant to § 5-204 of the Local Government Article, Annotated Code of Maryland, the City is authorized to acquire real property by purchase; and

WHEREAS, the Mayor and Council have determined that the acquisition of the improved real property located at 1123 Parsons Road in Salisbury, Maryland (the “Property”), currently owned by Jeffrey L. Outten, is required in order for the City to further the City’s strategic plan of establishing a Westside Community Center or otherwise providing options for redevelopment at this location; and

WHEREAS, the attached Contract of Sale for the purchase of the Property is required to be authorized by the City Council via ordinance; and

WHEREAS, Mayor and Council desire to use the authority granted to the City under State Law and the City Charter to acquire the Property, pursuant to the attached Contract of Sale.

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

Section 1. The Property, pursuant to the terms of the attached Contract of Sale be and is hereby authorized for the public purpose of furthering the City's strategic plan of establishing a Westside Community Center or otherwise providing options for redevelopment at this location.

Section 2. The Council of the City of Salisbury authorizes the purchase of the Property pursuant to this Ordinance in order carry out the purposes under Section 1.

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

Section 5. 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 23 day of March, 2026 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 30 day of March, 2026.

ATTEST:

Julie A. English, City Clerk

April R. Jackson, City Council President

Approved by me, this _____ day of _____, 2026.

Randolph J. Taylor, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Agreement"), made this ____ day of 2/6/2026, 2026, by and between Jeffrey L. Outten (hereinafter referred to as "Seller") and City of Salisbury, a Maryland Municipal Corporation (hereinafter referred to as "Buyer").

WHEREAS, Seller is the owner of record and in fact, legally and beneficially, of the real property described in Paragraph 1 hereof;

WHEREAS, Seller desires to sell said property to Buyer and Buyer desires to purchase the property from Seller, at the price and upon the terms and conditions hereinafter set forth; and

WHEREAS, Seller and Buyer agree that Cockey, Brennan & Maloney, P.C. shall handle all matters related to the settlement of the transaction set forth hereinafter.

NOW, THEREFORE, THIS CONTRACT OF SALE WITNESSETH: In consideration of the mutual promises one to another hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby covenant and agree as follows:

1. Sale and Purchase of Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, at the price and upon the terms and conditions hereinafter set forth, the property located at 1123 Parsons Rd, Salisbury, Maryland and more particularly described as Map 106, Parcel 1119, Lot 15, 28,000 SQ FT 1123 Parsons RD, City of Salisbury, Tax ID No. 09-054456, and described in a Deed to Seller recorded among the Land Records of Wicomico County in Liber No. 1544, Folio 624 ("Property").

2. Purchase Price. The purchase price for the Property shall be **Two Hundred Ninety-five Thousand Dollars (\$295,000.00) ("Purchase Price")** payable as follows:

- a. Total Purchase Price is to be paid as follows:
 - i. A deposit of Five Thousand Dollars (\$5,000.00)

payable upon execution of this Agreement to be held by
Cockey, Brennan and Maloney, P.C. ("Escrow Agent").

ii. The balance of the Purchase Price to be paid in
cash at Settlement.

3. Due Diligence.

a. Buyer shall have a period of no less than thirty (30) days commencing as of the date of this Agreement ("Due Diligence Period") to inspect the Property. All costs of inspection shall be at Buyer's sole expense. During the Due Diligence Period, Buyer may terminate the Contract of Sale for any reason, or no reason, at its sole discretion, at which time the Deposit shall be refunded to Buyer and all parties shall be released from any further obligations under this Agreement. Seller shall cooperate with Buyer to make the interior of the building and all mechanical equipment associated with the building accessible to Buyer, or Buyer's agents, for inspection. In the event Buyer shall elect to terminate this Agreement, Buyer shall notify Seller of its intention to terminate in writing as provided for in Paragraph 12 below ("Notice of Termination"). If the Buyer affirms the Contract of Sale or fails to send a Notice of Termination before the expiration of the Due Diligence Period, the Buyer takes the Property "AS IS".

4. Settlement.

a. Time and Place: Settlement hereunder shall be held within fifteen (15) days of the expiration of the Due Diligence Period or at such earlier date and time at the option of the Buyer, at the office of Cockey, Brennan & Maloney, P.C. located in Salisbury, Maryland.

b. Adjustments. Rent, water, real estate taxes and other public charges against the Property shall be apportioned as of the date of settlement.

c. Settlement Charges. All State and County recordation and transfer taxes and documentary stamps ("Recording Taxes") in connection with the sale and purchase of the Property shall be split equally between the parties. In the event only Recording Taxes owed by Buyer are waived or exempt by law, Seller shall remain responsible for his one-half share, if any. All conveyancing

charges, title company charges, title insurance premiums and title examination and survey charges, if any, shall be borne entirely by Buyer. Survey charges, if Buyer wants a survey performed shall also be paid by Buyer.

d. Seller's Obligations. At settlement hereunder, Seller shall deliver to Buyer a good and sufficient special warranty deed containing covenants of further assurances, duly executed and acknowledged by Seller (and by any other person or persons reasonably required by Buyer's legal counsel) conveying to Buyer good and merchantable fee simple title to the Property. Seller shall give the Buyer full possession and occupancy of the Property at the time of settlement. The Property shall be held at the risk of Seller until settlement has been made and full possession and occupancy given to Buyer.

5. Buyer's Default. If Buyer shall be obligated to proceed to settlement under the provisions of this Agreement and shall fail to do so for any reason whatsoever, the deposit heretofore paid to Escrow Agent shall be forfeited to Seller, and the parties are released from any further obligations hereunder.

6. Seller's Default. If Seller shall fail to perform its obligations hereunder to make full settlement in accordance with the terms hereof, the deposit shall be returned to Buyer and Buyer may avail itself of any legal or equitable rights (including, without limitation, the right of specific performance) which Buyer may have at law or in equity or under this Agreement.

7. Conditions of Buyer's Obligation to Settle. It shall be a condition of Buyer's obligation to make settlement hereunder that:

a. Representations and Warranties. The representations and warranties made by Seller in Paragraph 8 hereof shall be true and correct on and as of the date of settlement as fully as if made at that time.

b. Specified Conditions Not Present. At the time of settlement there shall be no (1) proceeding pending or threatened to change or redefine the zoning classification of all or any portion of the Property; (2) suits or judgments pending or threatened relating to or affecting Property; (3) other impediments which will significantly interfere with Buyer's development or use of the Property

or the resale by Buyer thereof.

c. Title. Seller is the owner of record and in fact, legally and beneficially, of the Property, has the right to sell the Property without agreement of any other person, has title to the Property that is good and marketable and free of all liens and encumbrances except as otherwise provided herein, and that title as such is fully insurable under a full coverage owner's title insurance policy at standard rates by a reputable title agency utilized by Cockey, Brennan & Maloney, P.C.

d. City Council Approval. On or before the Settlement Date, the City Council for the City of Salisbury appropriates the necessary funds for the payment of the Purchase Price.

e. Remedies of Buyer. If any condition in this Paragraph 7 is not satisfied, Buyer shall have the right (to be exercised not later than the time scheduled for settlement or any extension thereof) either (1) notwithstanding such fact to proceed to settlement (2) to terminate this Agreement, whereupon the deposit shall be returned to Buyer and all parties shall be released from any further liability or obligation hereunder.

8. Representations and Warranties of Seller. Seller covenants that each of the following representations and warranties is true and correct as the date hereof and shall be true and correct on the date of settlement hereunder:

a. No Material Omissions. Neither this Agreement (including Exhibits hereto, if any) nor any other certificate, statement, document or other information furnished, or to be furnished, to Buyer, by or on behalf of Seller, pursuant to or in connection with the transaction contemplated in this Agreement, contains or will contain any misstatement of a material fact or omits or will omit to state a material fact necessary to make the representations and warranties and other statements herein or therein contained not misleading, in the circumstances in which made.

b. Authority. Seller has full power and authority to sell and convey to Buyer all of the Property.

c. Seller has complied with all applicable laws and restrictions affecting the Property.

d. Seller has no knowledge of any other impediments which will significantly interfere with Buyer's use of the Property or the resale by Buyer thereof, except as herein provided.

e. The Seller at the time of settlement will leave premises free and clear of trash and debris and deliver the Property in substantially the same physical condition as of date of the date of this Agreement. Buyer has the privilege of a pre-settlement inspection of the Property.

f. Representations True at Settlement. Seller's representations and warranties to Buyer shall be true and correct on and as of the date of settlement with the same force and effect as though such representations and warranties had been made on and as of such date. In the event that any one or more of Seller's representations and warranties are not true and correct on and as of settlement, then Buyer shall have the right, at its sole option, to terminate this Agreement.

9. Delivery of Possession. It is understood and agreed that the purchase price herein is being paid for both title to and possession of the Property and that failure by Seller to deliver possession as hereinafter set forth shall constitute a breach by Seller of the terms and conditions hereof.

10. Interim Period. Between the date hereof and the date of settlement, Seller agrees that it will maintain the Property in good and ordinary repair and maintenance.

11. Broker's Commission. Seller has informed Buyer that Seller is solely responsible for any real estate or brokerage commission that may be due as part of this transaction. Accordingly, Seller agrees to indemnify, save and hold Buyer harmless from and against any and all claims for commissions or fees arising out of the within Agreement, including costs and attorney's fees that may be incurred by Buyer in connection with the defense of such claims.

12. Notices. All notices required or permitted to be given hereunder shall

be in writing and shall be deemed given: (a) when mailed First Class Mail, postage prepaid or (b) e-mail, provided a copy is sent the next day by method (a). All Notices shall be addressed as follows:

If to Buyer: City of Salisbury
Attn: Randolph J. Taylor
Mayor
115 S. Division Street
Salisbury, Md. 21801
Email: rtaylor@salisbury.md

With copies to: Cockey, Brennan & Maloney, P.C.
Attn: Ashley A. Bosche, Esq.
313 Lemmon Hill Lane
Salisbury, Maryland 21801
Phone: (410) 546-1750
Fax: (410) 546-1811
E-mail: bosche@cbmlawfirm.com

If to Seller: Jeffrey L Outten
413 N Salisbury BLVD
Salisbury, MD 21801-4257

With copies to: SVN
c/o Chris Messick
206 E. Main Street
Salisbury, Maryland 21801
E-mail: chris.messick@svn.com

13. Other Provisions.

- a. Survival of Provisions. The provisions of this Agreement and

the warranties, representations and indemnifications hereunder shall survive settlement hereunder and the execution and delivery of the deed of conveyance of the Property and shall not be merged therein.

b. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

c. Assignment. This Agreement shall be freely assignable by either party hereto.

d. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

e. Exhibits. The Exhibits attached hereto, if any, are hereby made a part of this Agreement as fully as if set forth in the text of this Agreement.

f. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, executors, administrators, successors and assigns.

g. Entire Agreement. This Agreement and the Exhibits attached hereto, if any, contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior understanding. Buyer, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

h. Gender and Number. Whenever in this Agreement the context so requires, the use of one gender includes all genders, the singular number includes the plural, and the plural number includes the singular.

i. Effective Period of Offer. The execution hereof by Buyer constitutes an offer which shall remain open until accepted by Seller or until written notice of revocation is sent to Seller, whichever first occurs.

j. Insurance. Seller shall keep and maintain insurance policies

on the Property described herein and to continue said insurance in force and effect up to and including the date of settlement hereunder. Buyer shall be responsible for insurance coverage thereafter.

1. Construction of Agreement: This Agreement and all the terms and conditions thereof shall not be subject to any special interpretation or construction by reason of the fact that the within Agreement was prepared by or for any party hereto or by counsel for any of said parties. Furthermore, no provision of this Agreement shall be interpreted for or against any party hereto by reason of the fact that said party or his or her counsel or legal representative drafted all or any part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the day and year first above written.

WITNESS/ATTEST:

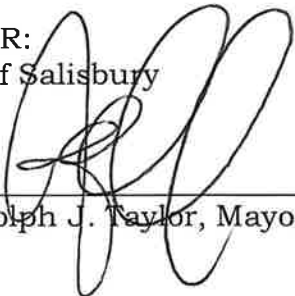
SELLER:

Signed by:



C164C0E9C613421...
Jeffrey L. Outten

BUYER:
City of Salisbury

By: 
Randolph J. Taylor, Mayor

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2026, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jeffrey L. Outten, known to me or satisfactorily proven to be the person named herein as Seller, and that he acknowledges the same to be his respective act and deed.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2026, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Randolph J. Taylor, Mayor, City of Salisbury, who executed the foregoing Contract of Sale in said capacity and acknowledged under oath that he is authorized to execute same as Mayor and that he acknowledges the same to be his respective act and deed.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Chris O'Barsky, Deputy Chief of Operations
Date: February 27, 2026
Subject: Budget Amendment - SFD Dive Equipment

The Salisbury Fire Department is requesting approval of a budget amendment in the amount of **\$8,834.00** from the **Hazmat/Special Operations Revenue Account to be transferred into the FY26 Fire Department Operating Budget.**

During the current fiscal year, the Department has responded to and mitigated several hazardous materials incidents that were eligible for billing through Wicomico County. Under the existing hazmat billing process, the County invoices the responsible company or individual receiving services and subsequently reimburses the Fire Department for costs associated with mitigating the incident.

Approval of this budget amendment will allow the Department to purchase much-needed replacement equipment for Dive Operations, ensuring continued operational readiness and responder safety.

If you have any questions or require additional information, please do not hesitate to contact me

Attachment(s):
[Ord2986](#)

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AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2026 GENERAL FUND BUDGET TO APPROPRIATE \$8,834.00 TO THE SALISBURY FIRE DEPARTMENT'S OPERATING ACCOUNT.

WHEREAS, the Fire Department, while in the course of mitigating a hazardous materials incident used items that were not replaceable or able to be re-used; and

WHEREAS, as a result of the use of this equipment, the Fire Department could no longer use the items for emergency situations; and

WHEREAS, the Fire Department sustained a budgetary impact for the replacement of the used items; and

WHEREAS, the Fire Department has since received from Wicomico County an excess of \$8,834.00 for used equipment and requests those funds be reallocated to the Fire Department Operating Budget for FY2026.

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 2026 General Fund Budget be and is hereby amended as follows

- (a) Increase the Hazmat Special Ops. Revenue Account (01000-433234) by \$8,834.00.
- (b) Increase the Salisbury Fire Department's Rescue Supply Account (24035-546018) by \$8,834.00.

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 30 day of March, 2026 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of _____, 2026.

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ATTEST:

Julie A. English, City Clerk

April R. Jackson, City Council President

Approved by me, this _____day of _____, 2026.

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Rob Frampton, Fire Chief
Date: February 20, 2026
Subject: Grant Acceptance - SFD Impermeable Gear Bags

The Salisbury Fire Department has applied for, and received, a grant from the Franklin P. and Arthur W. Perdue Foundation in the amount of \$18,358.00. This grant has been awarded for the purchase of impermeable gear bags. As you are aware, cancer is the number one killer of firefighters in the line of duty. As such, the department has developed a robust cancer reduction program. To further improve this program, these bags will allow for our staff and volunteers to place their turnout gear in these bags before they place their gear in their personal vehicle to travel between stations or work assignments. These bags are designed to eliminate the exposure risk that is presented by the continuous off gassing of known carcinogens, long after the fire is out. I respectfully request this item be added to the upcoming work session on 3/16/26.

Attachment(s):
[Ord2987](#)

ORDINANCE NO. 2987

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING THE ACCEPTANCE OF A GRANT FROM THE FRANKLIN P. AND ARTHUR W. PERDUE FOUNDATION, INC. IN THE AMOUNT OF \$18,358.00 FOR THE PURCHASE OF IMPERMEABLE TURNOUT GEAR BAGS AND TO APPROPRIATE THE FUNDS TO THE SALISBURY FIRE DEPARTMENT.

WHEREAS, the Salisbury Fire Department has applied for and received a grant from the Franklin P. and Arthur W. Perdue Foundation in the amount of \$18,358.00; and

WHEREAS, the grant funds are intended to be used for the purchase of impermeable turnout bags for members to transport their turnout gear between stations or work assignments; and

WHEREAS, the City of Salisbury must formally accept these grant funds and use them for their intended use; and

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

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

Section 1. The City of Salisbury's Grant Fund Budget be and is hereby amended as follows:

- (a) Increase the Franklin P. & Arthur W. Perdue Foundation Revenue Account No. (10500-426130-XXXXX) by \$18,358.00; and
- (b) Increase the Turnout Gear Expense Account (10500-546030-XXXXX) by \$18,358.00.

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 30 day of March, 2026 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of _____, 2026.

ATTEST:

Julie A. English, City Clerk

April R. Jackson, City Council President

Approved by me, this _____ day of _____, 2026.

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Nick Rice
From: Meg Caton
Date: March 6, 2026
Subject: Authorized Position Changes

Attached you will find an ordinance requesting the approval to update and revise the FY2026 authorized position allocations, titles and grades for the following departments: Mayor's Office, Water Works, Arts, Business, and Culture Department, Police Department and the Zoo.

Thank you in advance for your time and consideration on this request. Unless you or the Mayor have further questions, please forward a copy of this memo and ordinance to the City Council for their consideration.

Attachment(s):
[Ord2988](#)

ORDINANCE NO. 2988

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2026 GENERAL FUND BUDGET AND AUTHORIZING THE MAYOR TO AMEND THE AUTHORIZED POSITIONS INCLUDED IN THE FY26 GENERAL FUND BUDGET.

WHEREAS, during the course of the past few months, the City Executives have been assessing and formulating position and grade changes that will be of benefit to the City; and

WHEREAS, the City of Salisbury has determined the need to reorganize several positions and revise the Authorized Position Counts in the Mayor's Office, Water Works, Arts, Business, and Culture Department, Police Department and the Zoo; and

WHEREAS, the City of Salisbury has determined that there is a need to change pay grades assigned to several positions; and

WHEREAS, the City of Salisbury has determined that no additional funding is required to make the update; and

WHEREAS, to effectuate these aforementioned changes, the position appropriations set forth below 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 FY26 Authorized Position Budget be and hereby is amended as follows:

Position Title	Division	Org	FY26 Grade	FY23	FY24	FY25	FY26	FY26 Revised
Mayor's Office 12000	EXO	12000						
City Administrator	EXO	12000	M16	1	1	1	1	1
Deputy City Administrator	EXO	12000	M13	1	1	1	1	1
Assistant City Administrator	EXO	12000	M12	0	0	0	1	1
Communications Director	EXO	12000	M4	0	1	1	1	1
Public Information Officer	EXO	12000	M4	2	0	0	0	1
Media Specialist I/II/III/SR	EXO	12000	5/6/7/8	0	1	1	2	2
Special Assistant for Intergov Affairs	EXO	12000	-	1	0	0	0	0
Executive Admin Office Manager I/II/III/SR	EXO	12000	7/8/9/10	1	1	0	0	0
Executive Administrative Assistant I/II/III/SR	EXO	12000	5/6/7/8	1	1	0	0	0
Executive Office Administrator I/II/III/SR	EXO	12000	5/6/7/8	0	0	2	2	1
Executive Project Manager	EXO	83000	14	0	0	0	0	2
Total Mayor's Office	EXO	12000		7	6	6	8	10

Position Title	Division	Org	FY26 Grade	FY23	FY24	FY25	FY26	FY26 Revised
Water Administration 83000								
Director Water Works	WW	83000	M15	1	1	1	1	0
Water Works Program Specialist I/II/III/SR	WW	83000	5/6/7/8	1	1	1	1	1
Total Water Administration	WW	83000		2	2	2	2	1

Position Title	Division	Org	FY26 Grade	FY23	FY24	FY25	FY26	FY26 Revised
Arts, Business & Culture 11600	ABC	11600						
Arts, Business and Culture Director	ABC	11600	M11	1	1	1	1	1
Director of Business Development	ABC	11600	M4	1	1	0	0	0
Culture & Events Manager	ABC	11600	M3	1	1	1	0	0
Events & Culture Manager	ABC	11600	M3	0	0	0	1	1
Event Coordinator I/II/III/SR	ABC	11600	5/6/7/8	0	1	1	1	1
Administrative Assistant I/II/III/SR	ABC	11600	2/3/4/5	1	1	0	0	0
Office Administrator I/II/III/SR	ABC	11600	3/4/5/6	0	0	1	1	1
Economic Development Manager	ABC	11600	M4	0	0	1	1	1
Assistant Director ABC	ABC	11600	M6	0	0	0	1	0
Events Technical Specialist I/II/III/SR	ABC	11600	5/6/7/8	0	0	0	1	0
Downtown Ambassador I/II/III/SR	ABC	11600	2/3/4/5	0	0	0	1	2
General Maintenance Technician I/II/III/SR	ABC	11600	2/3/4/5	0	1	1	0	0
Total Arts, Business & Culture	ABC	11600		4	6	6	8	9

Position Title	Division	Org	FY26 Grade	FY23	FY24	FY25	FY26	FY26 Revised
Salisbury Police Department 21021	21021	21021						
Chief of Police	21021	21021	PS13	1	1	1	1	1
Assistant Chief / Colonel	21021	21021	PS12	1	1	1	1	1
Captain / Major	21021	21021	PS10 / PS11	2	3	3	3	3
Lieutenant	21021	21021	PS9	6	5	5	5	5
Sergeant	21021	21021	PS8	8	8	8	8	8
Corporal/Senior Corporal	21021	21021	PS6/7	9	9	9	9	9

Police Officer First Class*/Sr/ Master	21021	21021	PS2-5	76	76	76	76	76
Subtotal - Sworn Positions	21021	21021		103	103	103	103	103
Logistics Manager	21021	21021	M5	1	1	1	1	1
Quartermaster I/II/III/SR	21021	21021	8/9/10/11	1	1	1	1	1
Resource Manager I/II/III	21021	21021	5/6/7	1	1	0	0	0
Crime Data Analyst	21021	21021	-	1	0	0	0	0
Intelligence Analyst I/II/III/SR	21021	21021	5/6/7/8	2	2	2	2	2
Administrative Assistant I/II/III/SR	21021	21021	2/3/4/5	1	1	0	0	0
Records Management Technician Supervisor	21021	21021	M2	1	1	1	1	1
Chief Administrative Records Clerk	21021	21021	3/4/5	1	1	0	0	0
Victim Witness Coordinator	21021	21021	5	1	0	0	0	0
Co-Responder I/II/III/SR	21021	21021	10/11/12/13	0	1	1	1	1
Evidence & Property Control Specialist I/II/III/SR	21021	21021	5/6/7/8	2	2	2	2	2
Records Management Technician I/II/III/SR	21021	21021	2/3/4/5	3	3	3	3	3
Groundskeeper Custodian I/II/III/SR	21021	21021	1/2/3/4	2	2	2	2	2
Office Administrator I/II/III/SR	21021	21021	3/4/5/6	0	0	2	2	2
Chief Office Administrator I/II/III/SR	21021	21021	5/6/7/8	0	0	1	1	1
Police Cadets	21021	21021	2/3/4/5	0	0	0	0	4
Subtotal - Civilian Positions	21021	21021		17	16	16	16	20
Total Police	21021	21021		120	119	119	119	123

Position Title	Division	Org	FY26 Grade	FY23	FY24	FY25	FY26	FY26 Revised
Salisbury Zoo 40000	ABC	40000						
Zoo Director	ABC	40000	M7	1	1	1	1	1
Zoo Assistant Director	ABC	11600	M6	0	0	0	0	1
Zoo Veterinarian	ABC	40000	M6	1	1	1	1	1
Marketing/Development	ABC	40000	-	1	0	0	0	0
Marketing and Outreach Manager	ABC	40000	M3	0	1	1	0	0
Education Curator	ABC	40000	M1	1	1	1	1	1
Veterinary Technician/Keeper	ABC	40000	6	1	1	1	0	0
Veterinary Technician I/II/III/SR	ABC	40000	6/7/8/9	0	0	0	1	1
Collections Operations Manager	ABC	40000	M2	1	1	0	0	0

Lead Zoo Keeper	ABC	40000	M2	0	0	1	0	0
Animal Care Supervisor	ABC	40000	M2	0	0	0	0	0
Collection Registrar I/II/III/SR	ABC	40000	5/6/7/8	1	1	1	1	1
Office Administrator I/II/III/SR	ABC	11600	3/4/5/6	0	0	0	0	1
Administrative Assistant I/II/III/SR	ABC	40000	-	1	1	0	0	0
Office Manager I/II/III/SR	ABC	40000	3/4/5/6	0	0	1	0	0
Education Technician I/II/III/SR	ABC	40000	2/3/4/5	1	1	1	1	1
Zookeeper I / II/ III / SR	ABC	40000	3/4/5/6	5	5	5	0	0
Animal Care Technician I/II/III/SR	ABC	40000	3/4/5/6	0	0	0	6	6
Groundskeeper I/II/III/SR	ABC	40000	1/2/3/4	1	1	1	1	1
Development Supervisor	ABC	40000	M1	0	0	0	1	0
Curator	ABC	40000	M3	0	0	0	1	1
General Maintenance Technician I/II/III/SR	ABC	40000	2/3/4/5	0	0	0	1	1
Guest Services Manager	ABC	40000	M1	0	0	0	0	1
Total Salisbury Zoo	ABC	40000		15	15	15	16	16

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

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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 30 day of March, 2026 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____ day of April, 2026.

ATTEST:

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Julie A. English, City Clerk

April R. Jackson, City Council President

Approved by me, this _____ day of _____, 2026.

Randolph J. Taylor, Mayor