



CITY OF SALISBURY

125 N. Division Street, Salisbury, MD 21801

LEGISLATIVE SESSION

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

Monday, August 10, 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/PLEDGE

INVOCATION - Pastor Greg Morris, Parkway Church of God

PRESENTATION

- Flock

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

CONSENT AGENDA

- Bicycle and Pedestrian Committee
Resolution No. 3478 - appointing KT Tuminello to the Bicycle and Pedestrian Committee for term ending August 2029.

AWARD OF BIDS

- Award of Bid
RFP A-26-107 EMS Billing Services

DECLARATION OF SURPLUS

- Declaration of Surplus
Police Service Dog- known as Bolt
Vehicles from Salisbury Police Department
131 Non-conductive taser training cartridges

RESOLUTION - ANNEXATION

- North Schumaker Dr. Annexation - 2nd Reading

Resolution No. 3472 - to annex certain land to be known as the "North Schumaker Drive Annexation", as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 12.870 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation.

ORDINANCES

- Transfer Storm Water Utility PAYGO Funding from the Northwood and Brewington Project to the City Park Phase I Project - 2nd Reading

Ordinance No. 3010 - authorizing a budget amendment and the transfer of Storm Water utility Paygo funding from the Northwood and Brewington project to the City Park Phase I project.

- Accept Safe Streets and Roads for All (SS4A) Grant from US Department of Transportation (USDOT) Federal Highway Administration (FHWA) - 2nd Reading

Ordinance No. 3011 - authorizing the Mayor to enter into grant agreements with US Department of Transportation (USDOT) Federal Highway Administration (FHWA) for the purpose of accepting grant funds to support the cost of implement and upgrade sidewalks in the city; and to approve a budget amendment to allocate funds for the purposes of implementation.

- Transfer of Funds from Surplus from Disposal of Totaled Vehicle - 2nd reading

Ordinance No. 3013 - authorizing the Mayor to release general funds in the amount of \$5,587.99 and to approve a budget amendment to the general fund to appropriate these funds for the Salisbury Fire Department.

- Sub-Recipient Grant Acceptance from the Wicomico County Health Department's Rural Health Transformation Grant to Expand SWIFT - 2nd Reading

Ordinance No. 3014 - authorizing the Mayor to enter into a contract with the Wicomico County Health Department for the purpose of accepting sub-granted funds in the amount of \$667,471.12 to be used for the salary and benefits of a SWIFT Healthcare Clinician.

- Reallocation of PAYGO Funds to the City Park Master Plan Project - 1st reading

Ordinance No. 3015 - authorizing the Mayor to reallocate PAYGO funds from the St. Peters main street project and the Schumaker pond project to the City Park master plan project.

ADJOURNMENT/CONVENE INTO WORK SESSION

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.



City of Salisbury

Memo

To: Mayor Randy Taylor
From: Hannah Long
Date: July 22, 2026
Subject: Bicycle and Pedestrian Committee

The following person has applied for appointment to the Bicycle and Pedestrian Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
KT Tuminello	August 2029

Attached is the applicant's information and the resolution necessary for this appointment.

Attachment(s):
[Res3478](#)

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<u>Name</u>	<u>Term Ending</u>
Kary (KT) Tuminello	August 2029

ATTEST:

April R. Jackson
PRESIDENT, City Council

_____ day of _____, 2026

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Nick Rice - City Administrator
From: Michael Lowe, Director of Procurement
Date: August 4, 2026
Subject: Award of Bid

The Department of Procurement seeks Award of Bid approval from the Salisbury City Council for the solicitation(s) as defined herein. The Department of Procurement followed required procurement policy and procedure as defined by the City of Salisbury Charter and Municipal Code of Ordinances for the procurements presented below.

RFP A-26-107 EMS Billing Services

- Scope of Work: Provide Emergency Medical Services (EMS) billing and collection services
- Bid date: 3/23/2026
- Bid opening: 5/15/2026
- Total proposals received: 6

Final Scoring Totals

- o 90.61 – Emergency Medical Services Management & Consulting
- o 88.63 – Digitech
- o 81 – Revascent
- o 72 – Speclin
- o 57.84 – ABS Medical Revenue
- o 54.91 – Online Billing Solutions

- Highest ranked proposer: Emergency Medical Services Management and Consulting
- Est. annual service fees: \$102,000 (4.65% of collections) Down from 5.2%
- GL Account(s): N/A (fees deducted from billings and collections)
- Notes: Initial 5 yr. term with five optional 2 yr. terms

Attachment(s):

[Award of Bid Backup](#)



From: Michael Lowe, Director of Procurement
To: Nick Rice City Administrator
Subject: RFP A-26-107 EMS Billing Services

The Department of Procurement and the Department of Finance periodically revisit the EMS Billing Program in correlation with the Salisbury Fire Department.

The RFP was released in late March 2026. The responses were due back in May 2026. There were 4 evaluation members from 3 different departments. Each evaluating their subject matter specialties.

The following six firms responded to the Request for Proposal:

ABA Medical
Digitech Computer LLC
EMS Management & Consultants, Inc. (EMSMC)
K&D Medical Billing and Services Inc.
Revascent LLC
Speclin EMS Billing & RCM

All six vendors were evaluated. The categories of focus included:

Expertise, experience, and qualifications of the vendor and its personnel as related to the scope of services. 30 points.

Percentage of fee charged as an impact on total billing. 25 points.

Current and projected workload and the ability to provide the services as stated in a timely manner. 20 points.

Experience working with municipal governments and municipal projects with emphasis on projects with the City and Wicomico County or similar type municipalities. 10 points.

Technical evaluations occurred at the Fire Department to evaluate the operational impacts and The Department of Finance and Department of Procurement evaluated the financials:

EMS Management & Consultants, Inc. received the highest composite score of 90.61. EMS Management & Consultants demonstrates that they have a clear understanding of the scope of services and they have sufficient experience and expertise working with municipal governments therefore are recommended for award.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael Lowe", written in black ink.

DEPARTMENT OF PROCUREMENT

410.548.3190 | 125 N. Division St., Room 200, Salisbury, MD 21801 | www.salisbury.md



City of Salisbury

Memo

To: Nick Rice
From: Michael Lowe, Director of Procurement
Date: August 4, 2026
Subject: Declaration of Surplus

The Department of Procurement seeks Surplus property declaration approval from the Salisbury City Council for the items(s) contained herein.

Pursuant to § SC16-8 Sale or Other Disposition of Surplus, Obsolete or Unused Property of the Salisbury Charter, I am requesting approval of the City Council to declare the following items as surplus:

Surplus Declaration

Police Service Dog- known as Bolt

3 Vehicles from Salisbury Police Department

- 1997 Ford F-250
- 2002 Ford Crown Victoria
- 2005 Ford Crown Victoria
- 2010 Ford Crown Victoria
- 2014 Chevrolet Caprice

131 Non-conductive taser training cartridges

Disposition

Bolt will retire to his handler

Vehicles will be auctioned

Training cartridges will be disposed/destroyed

Attachment(s):
[Surplus Backup](#)

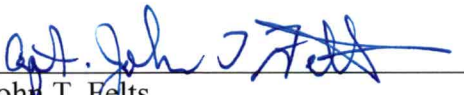
July 21st, 2026

To: Procurement Director - Michael Lowe
From: Captain John T. Felts
Subject: Surplus Declaration and Transfer of K-9 Bolt

With the approval of Chief David Meienschein, The Salisbury Police Department requests that Police Canine Bolt, a Controlled Dangerous Substances detection canine, be declared surplus. Canine Bolt was purchased in June 2019 for \$6,500 and has served the Department for nearly seven years. During his career, Canine Bolt assisted in locating illegal firearms, controlled dangerous substances, criminal evidence, vehicles, and drug proceeds and contributed to numerous successful prosecutions.

Following the Department's adoption of International Police Work Dog Association training and certification standards, Canine Bolt experienced difficulty consistently adapting to the increased training demands. Although he has met operational certification standards, Bolt has demonstrated inconsistent obedience and handler-directed aggression during specific high-intensity training exercises, resulting in injury to his handler. No aggression toward the public or other personnel has been documented outside these limited training circumstances.

Based on Bolt's age, length of service, and documented training-related behavioral concerns, continued remedial training would create unnecessary risk to both Bolt and his handler while providing limited operational benefit. It is recommended that Bolt be removed from service and declared surplus in accordance with City procedures. It is further recommended that ownership be transferred through adoption to his current handler, Corporal Christopher Denny, who can provide Bolt with continued care in a stable and familiar environment.

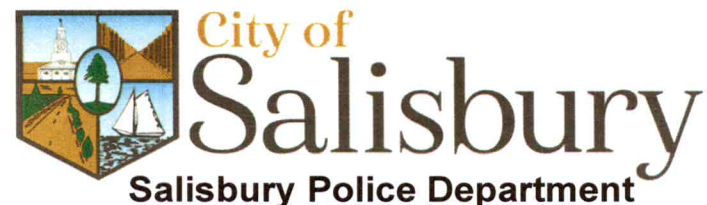


John T. Felts
Administrative Commander



David T. Meienschein
Chief of Police





To: Chief D. Meienschein #0165
From: SPO J. Coury #3177
Reference: Surplus Vehicles
Date: 5/14/2026

The below listed Salisbury Police Department vehicles have been identified as meeting the minimum requirements criteria used to determine if a vehicle should be removed from the fleet and be scheduled for surplus.

1. Age of vehicle
2. Mileage of vehicle
3. Condition of interior and or exterior of vehicle
4. Recent repair shop costs other than routine maintenance
5. Quoted needed repairs that are higher than the value of the vehicle making the vehicle no longer mechanically sound and unable to put back into service.

I request permission to declare, as surplus, the following items:

Vehicle 3 is a 2002 Ford Crown Victoria (VIN: 2FAFP71W72X113858) with 173,613 miles, equipped as a CID vehicle. The vehicle is 25 years old. The exterior and interior of the vehicle is severely worn from years of use. A CARFAX private sale value (utilizing the VIN) estimates the vehicle to be worth about \$1,870. The administration has decided that no more funds will be spent on this vehicle.

Vehicle 18 is a 2010 Ford Crown Victoria (VIN: 2FABP7BV9AX119051) with 222,056 miles, equipped as a CID vehicle. The vehicle is 17 years old. The exterior and interior of the vehicle is severely worn from years of use. A CARFAX private sale value (utilizing the VIN) estimates the vehicle to be worth about \$2,220. The administration has decided that no more funds will be spent on this vehicle.

Vehicle 28 is a 1997 Ford F-250 (VIN: 1FTHX25GOVEA76795) with 86,494 miles, equipped as a Quartermaster truck. The vehicle is 30 years old. The exterior and interior of the vehicle is severely worn from years of use. The inner driver's door handle has broken and is inoperable. A CarMax private sale value (utilizing the VIN) estimates the value of the vehicle to be approximately \$3,000. The administration has decided that no more funds will be spent on this vehicle.



City of
Salisbury
Salisbury Police Department

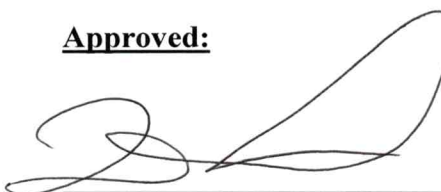
Vehicle 1481K9 is a 2014 Chevy Caprice (VIN: 6G3NS5U31EL940091) with 222,056 miles, equipped as a K9 vehicle. The vehicle is 13 years old. The exterior and interior of the vehicle is severely worn from years of use. One of the keys is currently stuck in the ignition and will not release. A CARFAX private sale value (utilizing the VIN) estimates the vehicle to be worth about \$7,680. The administration has decided that no more funds will be spent on this vehicle.

Vehicle 40 is a 2005 Ford Crown Victoria (VIN: 2FAFP71W25X128837) with 207,774 miles, equipped as a CID vehicle. The vehicle is 22 years old. The exterior and interior of the vehicle is severely worn from years of use. A CARFAX private sale value (utilizing the VIN) estimates the vehicle to be worth about \$1,770. The administration has decided that no more funds will be spent on this vehicle.

Respectfully Submitted,


Jonathan Coury #3177
Senior Police Officer

Approved:


Dave Meienschein #0165
Chief of Police

*sig 3177
5-21-26*



City of
Salisbury
Salisbury Police Department

To: Mike Lowe

From: Lieutenant Crockett #1179

Reference: Surplus Inventory-X26P Expired & Non-Expired Training Cartridges

Date: 07/20/26

The Salisbury Police Department is requesting that the items listed below be declared as surplus, in accordance with Ordinance 2718. Said items are obsolete, worn out, and are no longer of service to the Salisbury Police Department. These items have been previously replaced with new and/or upgraded items. The items will be sold, salvaged, or destroyed.

I request permission to declare, as surplus, the following items:

66 Axon TASER X26/X26P non-conductive training cartridges (36 expired in 2024, 8 expired in 2025, and 22 expired in 2026), estimated original purchase value approximately \$3,002.00.

65 Axon TASER X26/X26P non-conductive training cartridges, estimated original purchase value approximately \$2,956.20.

Total Value: \$5,958.20

Respectfully Submitted,

Lt Chad Crockett #1179
Administrative Lieutenant/CEW Coordinator

Approved:

Dave Meinenschein #0165
Chief of Police



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Nick Voitiuc, Director, Zachary White, Associate Planner
Date: March 31, 2026
Subject: North Schumaker Dr. Annexation - 2nd Reading

Camden Development, LLC is requesting annexation of a 12.465-acre parcel on North Schumaker Drive (Tax Map 48, Parcel 417) into the City of Salisbury, along with an adjacent roadway and portion of waterway for a total of 12.870 acres. The property is currently zoned R-20 Residential in Wicomico County. A concept site plan proposing 60 townhome units has been included. The previous joint Salisbury-Wicomico Planning commission recommended the R-10A zoning for this development in August, 2025. The Zoning recommendation was presented to the City Council in November, 2025 and the recommendation was received favorably.

Attachment(s):

[Planning Commission Staff Report & Decision Letter - N. Schumaker Annexation.pdf](#)
[N. Schumaker Dr. - Narrative \(1\).pdf](#)
[Wicomico County Zoning Waiver](#)
[Public Notice](#)
[Res3472](#)
[Exhibit 1 Annexation Petition.pdf](#)
[Exhibit 2 Legal description.pdf](#)
[Exhibit 3 - Annexation Plat.pdf](#)
[Exhibit 4 25 percent certification.pdf](#)
[Exhibit 5 Concept development plan.pdf](#)
[Exhibit 6 - ANNEXATION AGREEMENT.final \(1\) - Copy.pdf](#)
[Exhibit 7 - ANNEXATION PLAN final - Copy.pdf](#)



City of Salisbury

August 22, 2025

George, Miles & Buhr, INC.
206 West Main Street
Salisbury, MD 21801
Attn: Christopher Pfeifer

**RE: ZONING RECOMMENDATION FOR ANNEXATION – N.Schumaker Drive
Annexation – N. Schumaker Drive – Wicomico County R-20 Residential – M-0048,
G-0006, P-0417 - (Z.White)**

Dear Mr.Pfeifer:

The Salisbury-Wicomico Planning Commission at its August 21, 2025 meeting, recommended the **R10-A** zoning district for the proposed annexation of the property known as “Lands of Nicholas Fenzel” located on N.Schumaker Drive.

If you have any questions or concerns regarding this matter, please call our office at 410-548-3170.

Sincerely,

Zack White
Associate Planner



Infrastructure and Development Staff Report

August 21, 2025

I. BACKGROUND INFORMATION:

Project Name: North Schumaker Drive

Applicant/Owner: George, Miles, & Buhr. LLC

Nature of Request: Zoning Recommendation for Annexation

Location of Property: North Schumaker Drive; Map #0048; Grid #0006; Parcel #0417

Existing County Zoning: R-20 Residential

II. SUMMARY OF REQUEST:

The City Department of Infrastructure and Development has referred the North Schumaker Drive annexation to the Planning Commission for review and recommendation of an appropriate zoning designation. The property is located on North Schumaker Drive directly to the east of the development known as "Granby's Cove." The total area of the lot is 12.870 acres, which includes the road and the parcel which stretches into Schumaker Pond. Roughly 0.28 acres of this total will be the area of the pond. **(Attachment 1 -3)**

III. ZONING ANALYSIS:

A. Zoning for Annexed Areas

1. Introduction

All areas to be annexed must be submitted to the Salisbury-Wicomico Planning Commission for review and recommendation of an appropriate zoning district. The classification of future City area, therefore, is conducted consistent with local adopted plan recommendations and Maryland Annexation Law.

2. Adopted Plans

The Planning Commission is a jointly established agency for both the City of Salisbury and Wicomico County. One of its basic charges is to prepare and recommend various plans guiding the long-range development of both jurisdictions.

The information below summarizes the legal status of the plans currently in effect for Wicomico County and the City of Salisbury.

- a. The City of Salisbury Comprehensive Plan – The Salisbury City Council adopted the current Comprehensive Plan on July 12, 2010. That document includes land

use policies for all lands within the Corporate Limits as well as a Municipal Growth Element addressing growth areas outside Corporate Limits. The property in question is included within the Municipal Growth Area, and is designated as “Low Density Residential.”

- b. The Wicomico County Comprehensive Plan – The Wicomico County Council adopted the County Plan on March 21, 2017. This area is designated “R-20 Residential.”

3. Maryland Law

The Five-Year Rule: Subsection 4-416(b) of the Local Governments Article of the Annotated Code provides that no city or town may for five years following an annexation allow development of property within an annexed area if the development would be substantially different than the use authorized under county zoning at the time of the annexation. Also, for five years following an annexation, development density of newly annexed property may not be greater than 50% higher than would have been permitted under county zoning at the time of annexation. For example, if the current zoning permits 1 unit per acre, the new zoning can be subject to the five-year rule if it permits anything more than 1.5 units per acre. A municipality may obtain a waiver from the county to avoid the five-year wait until the new zoning classification applies.

DID staff have determined a waiver will be required for the development of this parcel.

B. Existing Zoning:

The current zoning for the property is Wicomico County’s R-20 Residential. The parcel directly east is also zoned county R-20. Across N. Schumaker drive to the north is in the county and zoned R8. Directly to the west is the aforementioned “Granby’s Cove” development which is City of Salisbury and is zoned R8 – Residential. **(Attachment 4)**

C. City Growth Area

The City of Salisbury currently includes the lands in question as part of its growth area, with the proposed Land Use of “Low Density Residential.” As part of the city’s 2010 Comprehensive Plan, Low Density Residential is defined by a density range of four to five-equivalent dwelling units per acre. **(Attachment 5 & 6)**

IV. DEVELOPMENT SCENARIO

A. Proposed Use:

The proposed development of plat entitled "Lands of Nicholas Fenzel" consists of 60 townhome units. **(Attachment 7)**

B. Access:

According to the Concept development plan, the proposed site will have access from N. Schumaker Dr, and has the potential to be connected to Hadley's Place to the west, which is a stub road that exists in the neighboring Granby's Cove development.

C. Configuration and Design:

The annexation area is rectangular in shape and shares the entirety of its western border with the city corporate line, which reaches south into Schumaker Pond. The land has a 150-Foot utility easement running through it.

D. Estimated Development Impacts

The development will increase housing supply in the area.

V. ZONING RECOMMENDATION:

Introduction:

The specific purpose of the Planning Commission's review is to make a zoning recommendation for the annexation area that is currently zoned R-20 Residential in the County.

Zoning Proposal:

The petitioner is proposing City R8-A and cites the nearby city zoning designations (R-5A, R-8, R8-A, R-10) as their reasoning for their proposal. **(Attachment 8)** While those designations do exist nearby, it is DID staff's recommendation to avoid the R8-A designation as it allows for townhome development at a density of 8 units per acre, and apartment development at a density of 10 units per acre, which is above the 5 units per acre which the city considers "Low Density." The submitted concept development plan proposes only 60 townhomes, which equates to 4.81 units per acre, which is within the Low-Density range, however it is staff's recommendation to designate zoning based on uses permitted in the zone, rather than the submitted proposal.

Staff Review

Upon reviewing the municipal code, staff found that R10-S zoning would be the appropriate designation for this development. This zoning maintains the integrity of the nearby single-family

zoning, while allowing for cluster development, which reduces the allowable minimum lot sizes and setbacks without increasing density. This reduction will allow for development to be concentrated away from the utility easement, while maintaining nearly the same lot allowance (54 lots as opposed to 60).

Chapter 17.176.030B of our Municipal code regarding Cluster Development states that:

The total number of lots or units allowed on a tract of land for the cluster development shall be the same as for the type of lots or units permitted for the district in which the cluster development is located, provided that:

- 1. The development adheres to the total land area for the sum of individual lots or units required in each district;*
- 2. Land area resulting from the reduction of lot size shall be provided and maintained as common and developed open space area for the benefit of residents of the development.*

(Calculations are estimates and do not account for space taken up by infrastructure)

Zoning	Max Units Per Acre	Single Family	Townhomes	Apartment Units	Cluster Development	
R8-A	10	55.84	99.72	124.65	N/A	12.465 acres= 542,975.4
R8-S	5.4	55.84	N/A	N/A	67.87	
R8	5.4	55.84	N/A	N/A	N/A	utility easement - approx. 2.21 acres
R10-A	8	44.67	74.79	99.72	N/A	
R10-S	4.4	44.67	N/A	N/A	54.30	10.255 acres developable = 446,707.8
R10	4.4	44.67	N/A	N/A	N/A	

Recommendation

Staff recommends the parcel referred to as the “Lands of Nicholas Fenzel” to be zoned R10-S upon annexation into City limits.

■■■■
**ARCHITECTS
ENGINEERS**

206 WEST MAIN STREET
SALISBURY, MD 21801
PH: 410.742.3115
PH: 800.789.4462
salisbury@gmbnet.com

SALISBURY
BALTIMORE
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OCEAN VIEW

www.gmbnet.com

■■■■

JAMES H. WILLEY, JR., P.E.
CHARLES M. O'DONNELL, III, P.E.
A. REGGIE MARINER, JR., P.E.
JAMES C. HOAGSON, P.E.
STEPHEN L. MARSH, P.E.
DAVID A. VANDERBEEK, P.E.
ROLAND E. HOLLAND, P.E.
JASON M. LYTLE, P.E.
CHRIS B. DERBYSHIRE, P.E.
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, P.E.
W. MARK GARDOCKY, P.E.
ANDREW J. LYONS, JR., P.E.

PETER A. BOZICK, JR., P.E.
JUDY A. SCHWARTZ, P.E.
W. BRICE FOXWELL, P.E.

JOHN E. BURNSWORTH, P.E.
VINCENT A. LUCIANI, P.E.
AUTUMN J. BURNS
CHRISTOPHER J. PFEIFER, P.E.
BENJAMIN K. HEARN, P.E.

May 16, 2025

Department of Infrastructure & Development
City of Salisbury
125 N. Division Street, Room 304
Salisbury, Maryland 21801

Attn: Mr. Zack White
Associate Planner I

Re: Petition for Annexation
North Schumaker Drive
Map: 0048, Grid: 006, Parcel: 0417

Dear Mr. White:

On behalf of the developer, Camden Development, LLC., we are seeking the annexation of a 12.465-acre parcel located on North Schumaker Drive into the limits of the City of Salisbury. The property is currently adjacent to the city limits of Salisbury located at Tax Map 48, Parcel 417. The total annexation area as shown on the attached annexation plat entitled "Lands of Nicholas Fenzel – Annexation Plat" is 12.771 Acres which includes the parcel and roadway.

The current zoning of the property in Wicomico County is R-20 Residential. We are requesting the parcel be annexed into the City of Salisbury and zoned R-8A Residential. There are multiple parcels currently zoned R-8A on North Schumaker Drive. Most notably the Stone Gate Community which is approximately 2,000 feet west of this property.

A conceptual site plan has been developed and is attached to this submittal showing 60 townhome units which would be permitted by a zoning of R-8A. Annexation of this property would allow for access to city water and sewer, supporting the development of this property for new housing with the City of Salisbury limits.

Thank you for your time and attention to this matter. Please feel free to contact me with any questions or comments.

Sincerely,



Christopher J. Pfeifer, P.E.
Vice President/Site Sustainable Group Leader

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2026 Legislative Session

Legislative Day No. 09

RESOLUTION NO. 67-2026

Introduced by: The President of the Council

A RESOLUTION APPROVING A ZONING WAIVER FOR CITY OF SALISBURY LANDS OF NICHOLAS FENZEL- NORTH SCHUMAKER DRIVE ANNEXATION, IN THE CITY OF SALISBURY.

WHEREAS, the City of Salisbury has referred the City of Salisbury and Lands of Nicholas Fenzel- North Schumaker Drive Annexation to Wicomico County for review and a waiver of the County zoning designation. The property adjoins the south easterly boundary of the City of Salisbury, and consists of approximately 12.870 acres of land, which includes a portion of North Schumaker Drive (10,392 sf); and

WHEREAS, the proposed municipal zoning designation is "R-10A, Residential," which under the parameters of State Annexation Law, is inconsistent with the property's current Wicomico County zoning of "R-20 Residential;" and

WHEREAS, Maryland Annotated Code, Local Government Article, Section 4-416(c) requires County approval if the City of Salisbury places the annexed land in a zoning classification that allows a land use or density substantially different from the land use or density specified in the County zoning classification; and

WHEREAS, the County Department of Planning and Zoning has found that the proposed municipal zoning designation is "R-10A, Residential," which, under the parameters of State Annexation Law, is inconsistent with the property's current Wicomico County zoning of "R-20 Residential." Although both the municipal and county zoning districts allow for some overlapping uses, the proposed municipal zoning allows for a variety and intensity of residential and non-residential uses, which the existing County zoning does not allow. Additionally, higher-density building types are allowed in the proposed municipal zone at a greater than a 50% increase in residential densities in the County zone; and

WHEREAS, the City of Salisbury has agreed to maintain the annexed portions of North Schumaker Drive and Schumaker Pond.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland, that the request for the County zoning waiver for the City of Salisbury Lands of Nicholas Fenzel- North Schumaker Drive Annexation be and hereby is approved to allow the City of Salisbury zoning designation as "R-10A, Residential ", and Wicomico County further agrees that the City of Salisbury will maintain the annexed portions of North Schumaker Drive and Schumaker Pond.

DONE at Salisbury, Maryland this 5th day of May, 2026.

ATTEST:

COUNTY COUNCIL OF WICOMICO
COUNTY, MARYLAND

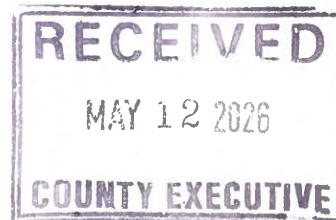
Laura Hurley
Laura Hurley, Council Administrator

John T. Cannon (SEAL)
John T. Cannon, Council President

CERTIFICATION

THIS RESOLUTION was Adopted ✓, Adopted with Amendments _____, Failed _____,
Withdrawn _____ by the County Council on _____, 2026.

Certified by Laura Hurley
Laura Hurley, Council Administrator



Public Notices

Originally published at delmarvanow.com on 05/15/2026

NOTICE OF ANNEXATION TO THE CITY OF SALISBURY

North Schumaker Dr – Annexation

A certain area of land contiguous to and binding upon the Corporate Limit of the City of Salisbury, to be known as the “North Schumaker Drive Annexation” which consists of one parcel of 12.465+/- acres, 10,392.3 square feet +/- of public road right-of-way, and 12,327.3 square feet +/- of Schumaker Pond, which together makes 12.870+/- of total area to be annexed.

NOTICE is hereby given by the Council of the City of Salisbury that, on May 11, 2026, Resolution No. 3472 was introduced at a regular meeting of the Council of the City of Salisbury proposing that the boundaries of the City of Salisbury be changed to annex that area identified as the “North Schumaker Drive Annexation”, together with all property in said area shall be subject to the Charter, Ordinances, Resolutions, Rules, Regulations, Annexation Plan, and Annexation Agreement of the City of Salisbury.

NOTICE is hereby given by the Council of the City of Salisbury that the Council will hold a public hearing on said Resolutions for the proposed annexation on June 8th, at 6:00 p.m. in the Council Chambers, City-County Office Building, Salisbury, Maryland, and all interested persons are invited to attend such public hearing and present their views.

The proposed conditions of annexation are as follows:

- A. Subject to connection to City water and sewer systems pursuant to City Policy;
- B. Zoning will be R-10A;

- C. Subject to the provisions of the Annexation; and Agreement and all provisions of the above referenced Resolutions.
- E. A Comprehensive Development Plan shall be approved by the Salisbury Planning Commission prior to site improvements.

NOTICE is further hereby given by the Council of the City of Salisbury that, following such public hearing, the Council of the City of Salisbury is empowered by law to enact said Resolutions and, if so enacted, the said Resolutions provide that they shall take effect upon the expiration of forty-five (45) days following their passage, unless within such period a petition for referendum is filed meeting the requirements of Local Government Article §4-408, et. seq. of the Maryland Annotated Code, as amended.

A copy of each Resolution is posted and may be examined at the City-County Office Building, Salisbury, Maryland and available on the City of Salisbury website at <https://salisbury.md>.

(FOR FURTHER INFORMATION CALL 410-548-3170)

April Jackson, Council President

Publication Dates: May 15, 2026
May 22, 2026
5/15/2026 & 5/22/2026

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RESOLUTION NO. 3472

A RESOLUTION to annex certain land to be known as the “North Schumaker drive Annexation”, as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 12.870 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation.

WHEREAS, the City of Salisbury is authorized by the provisions of §4-401 *et seq.* of the Local Government Article of the Maryland Annotated Code to expand its municipal boundaries by annexing lands adjacent to it; and

WHEREAS, the City of Salisbury has received a Petition for Annexation dated May 20, 2025, attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, requesting that the City of Salisbury annex that certain area of land generally located at the eastern limits of the City of Salisbury on the southerly side of and binding upon North Schumaker Drive at its intersection with the easterly line of Granby’s Cove and adjacent to the City of Salisbury’s existing municipal boundary, consisting of a total of 12.465 acres of land, more or less, being all that real property identified as Map 0048, Grid 0006, Parcel 0417, a portion of the public road right-of-way known as “North Schumaker Dr.,” containing 10,392.3 square feet of land more or less, and a portion of Schumaker Pond containing 12,327.3 square feet more or less, and further being the same real property more particularly described in the Property Description attached hereto as **Exhibit 2**, and more particularly depicted on that certain plat entitled “Annexation Plat” dated April 1, 2025 and prepared by B Wilkins-Noble, LLC, attached hereto as **Exhibit 3** (the aforesaid real property is hereinafter referred to as the “**Property**”); and

WHEREAS, the City of Salisbury has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of August 20, 2025, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit 4**; and

WHEREAS, the Property is adjacent to existing City of Salisbury boundaries, and if the Property is incorporated into the City of Salisbury boundaries, no enclaves of non-City of Salisbury land will be created; and

WHEREAS, it appears that the aforesaid Petition for Annexation meets all the requirements of applicable state and local law; and

WHEREAS, pursuant to MD Code, Local Government, § 4-415, the City of Salisbury is required to adopt an Annexation Plan for the proposed annexation of the Property; and,

WHEREAS, pursuant to MD Code, Local Government, § 4-406, a public hearing on this

Resolution, providing for the Council of the City of Salisbury’s annexation of the Property and approval of the Annexation Plan (as defined hereinbelow), shall be and hereby is scheduled for June 8, 2026 at 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY as follows:

Section 1. It is proposed and recommended that that the municipal boundaries of the City of Salisbury be changed so as to annex to and include within the said municipal boundaries of the City of Salisbury all that certain real property more particularly described in **Exhibits 2, 3, 4 and 5** attached hereto and incorporated by reference as if fully set forth herein (the real property to be annexed by the City of Salisbury as contemplated by this Resolution is hereinafter referred to as the “**Property**”).

Section 2. The annexation of the Property be and hereby is approved by the Council of the City of Salisbury subject to all terms, conditions and agreements contained in the proposed Annexation Agreement and the Annexation Plan, attached as **Exhibits 6 and 7, respectively**, each of which is attached hereto and incorporated herein as if all such terms, conditions and agreements contained in such Exhibits were specifically set forth at length in this Resolution. Upon the effective date of this Resolution, the provisions of the Charter and Code of the City of Salisbury, and any local public laws enacted or so enacted affecting the City of Salisbury, shall be effective within the Property except to the extent that this Resolution or the Annexation Agreement provide otherwise.

Section 3. The Mayor of the City of Salisbury be and hereby is authorized to execute on behalf of the City of Salisbury the Annexation Agreement attached hereto as **Exhibit 6**.

Section 4. The Annexation Plan attached hereto as **Exhibit 7** be and hereby is adopted for the City of Salisbury’s annexation of the Property as contemplated by this Resolution.

Section 5. The Zoning Map of the City of Salisbury shall be amended to include the Property within that certain Zoning District of the City of Salisbury identified as “**R-10A Residential**”, which said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by this Resolution, is presently zoned “**R-20 Residential**” in accordance with the existing zoning laws of Wicomico County, Maryland.

Section 6. Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury shall hold a public hearing on this Resolution on June 8, 2026 at 6:00 p.m. in the Council Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as specified hereinabove.

73 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY**
74 **AS FOLLOWS:**

75 **Section 7.** It is the intention of the Council of the City of Salisbury that each provision of this
76 Resolution shall be deemed independent of all other provisions herein.

77 **Section 8.** It is further the intention of the Council of the City of Salisbury that if any section,
78 paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or
79 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to
80 the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this
81 Resolution shall remain and shall be deemed valid and enforceable.

82 **Section 9.** The Recitals set forth hereinabove are incorporated into this section of this Resolution
83 as if such recitals were specifically set forth at length in this Section 9.

84 **Section 10.** This Resolution and the annexation of the Property as contemplated herein, shall take
85 effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right
86 of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-401, et seq.

87 **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the
City of Salisbury held on May 11, 2026, having been duly published as required by law in the meantime, and
a public hearing was held on June 8, 2026 at 6:00 p.m., and was finally passed by the Council at its regular
meeting held on August 10, 2026.

92
93 _____
94 Julie A. English,
95 City Clerk

April R. Jackson,
Council President

96 APPROVED BY ME this _____ day of _____, 2026.
97
98
99

100 _____
101 Randolph J. Taylor,
102 Mayor

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

I/We request annexation of my/our land to the City of Salisbury.

Parcel(s) # 417

Map # 48

SIGNATURE (S)

Signature

Printed



Bryan Lloyd

5/20/25
Date

Signature

Printed

Date

Signature

Printed

Date

Signature

Printed

Date

NORTH SCHUMAKER DRIVE – NICHOLAS FENZEL PROPERTY

Beginning for the same at a point being an existing corner of the Corporate Limits Line located on the northerly side of North Schumaker Drive at its intersection with the easterly line of Granby's Cove – Section 2 subdivision, extended X 1,213,374.71 Y 191,051.95; thence continuing with the line of the said existing Corporate Limits South twenty-one degrees five minutes forty-five seconds West (S 21° 05' 45" W) one thousand two hundred three decimal four, zero (1203.40) feet to a point in the northerly side of the Schumaker Pond X 1,212,941.57 Y 189,929.20; thence North eighty-five degrees ten minutes nineteen seconds East (N 85° 10' 19" E) four hundred six decimal five, seven (406.57) feet to a concrete monument near the northerly edge of the said Schumaker Pond X 1,213,346.70 Y 189,963.42; thence continuing along the said edge of Schumaker Pond North seventy-nine degrees six minutes twenty-four seconds East (N 79° 06' 24" E) two hundred six decimal two, zero (206.20) feet to a point on the easterly line of the lands of Nicholas Fenzel at an iron rod and cap X 1,213,549.18 Y 190,002.39; thence by and with said line of Nicholas Fenzel North twenty-one degrees eleven minutes nine seconds East (N 21° 11' 09" E) seven hundred forty-two decimal eight, three (742.83) feet to a point at the southeasterly corner of the lands of Teresa D. Rodman X 1,213,817.64 Y 190,695.02; thence by and with the southerly line of the said Rodman land North sixty-nine degrees three minutes fifty-one seconds West (N 69° 03' 51" W) one hundred decimal zero, zero (100.00) feet to a point at the southwesterly corner of the said Rodman land X 1,213,724.24 Y 190,730.75; thence by and with the westerly line of the said Rodman land, in part, North twenty-one degrees eleven minutes nine seconds East (N 21° 11' 09" E) one hundred seventy-three decimal six, five (173.65) feet through a concrete monument to a point on the northerly side of North Shumaker Drive X 1,213,787.00 Y 190,892.67; thence by and with the northerly line of the said North Schumaker Drive North sixty-eight degrees fifty-two minutes thirty-six seconds West (N 68° 52' 36" W) four hundred forty-one decimal nine, eight (441.98) feet to the point of beginning.

Annexation containing 12.870 acres, more or less.

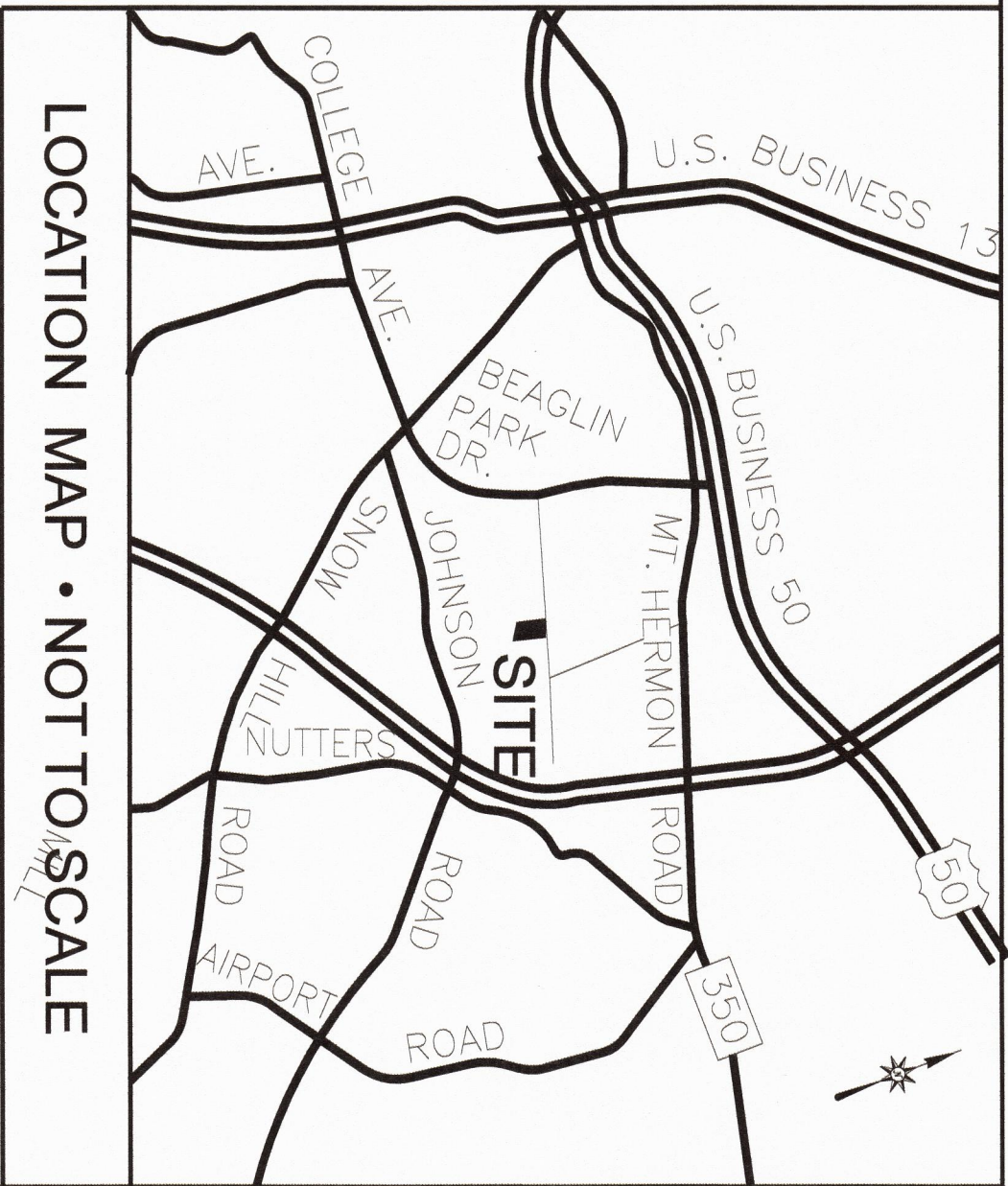
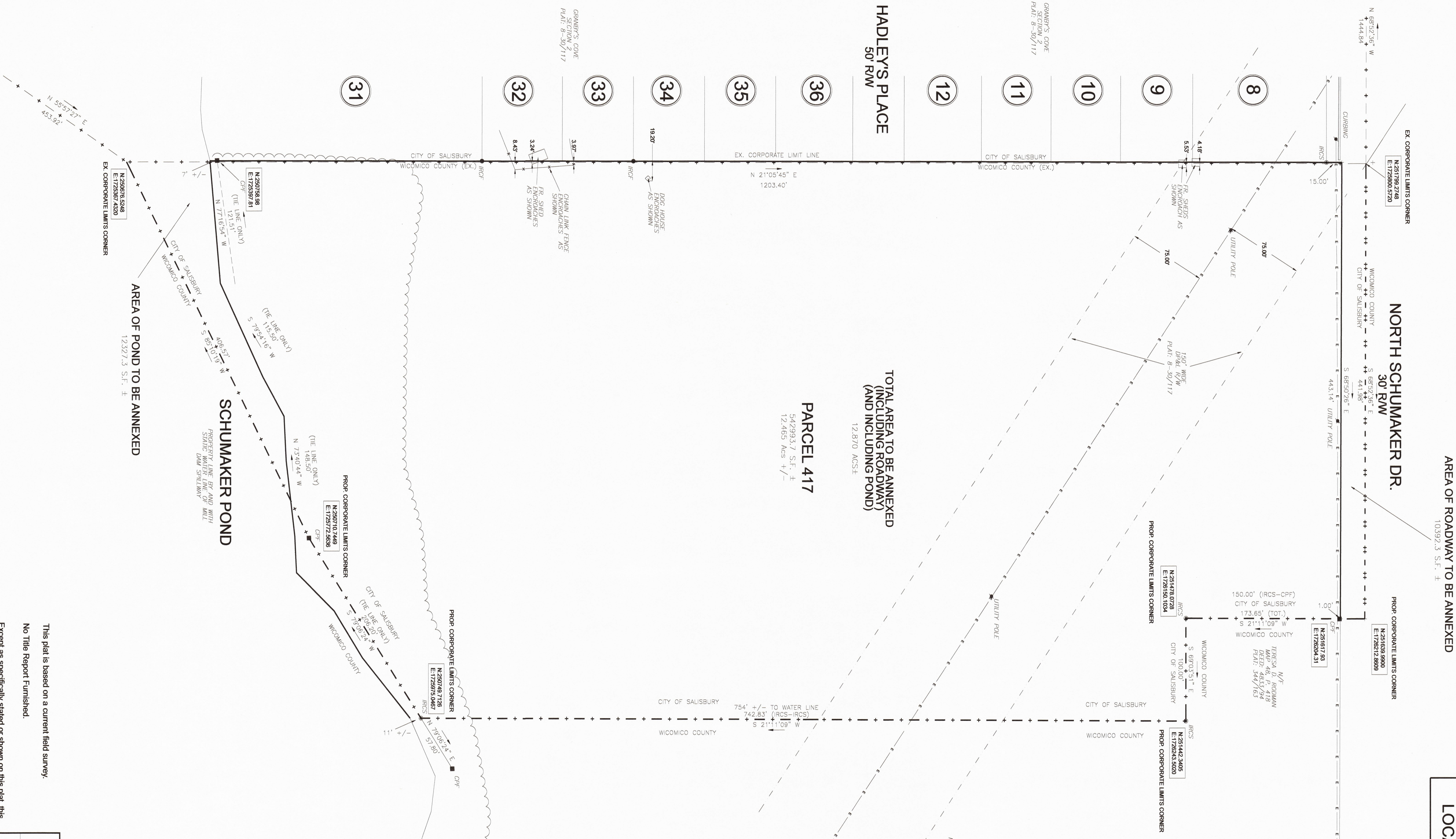
GENERAL NOTES

1. WICOMICO COUNTY TAX MAP 48, P. 417
2. ZONED: R-20 RESIDENTIAL
3. DEED REF: 5408/216
4. PLAT REF: 473/81
5. FIFTH ELECTION DISTRICT
6. FLOOD ZONE 'X' AND 'AE' AROUND POND

LEGEND

-  *HC25*
 *CPT*
 *IRCT*
-  —
 — + —

- IRON ROD WITH CAP SET
 CONCRETE POST FOUND
 IRON ROD WITH CAP FOUND
 OVERHEAD UTILITY LINE
 EX. CORPORATE LIMIT LINE
 PROP. CORPORATE LIMIT LINE
 WOODS LINE



LOCATION MAP • NOT TO SCALE



LANDS OF
NICHOLAS FENZEL

No Title Report Furnished.

DAVID ANDREW JULIANS, LLC, #21186, EXPIRATION DATE OF 01-04-2026, EITHER PERSONALLY PREPARED THIS BOUNDARY SURVEY OR WAS IN RESPONSIBLE CHARGE DURING ITS PREPARATION AND THE SURVEYING WORK REFLECTED IN IT, ALL IN COMPLIANCE WITH REQUIREMENTS SET FORTH IN REGULATION 12 OF CONARC TITLE 13, SUBTITLE 13, CHAPTER 09, 13.06.

Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land use regulations; and any other facts that an accurate and current title search may disclose.

[illegible]



CERTIFICATION

NORTH SCHUMAKER DRIVE – NICHOLAS FENZEL ANNEXATION

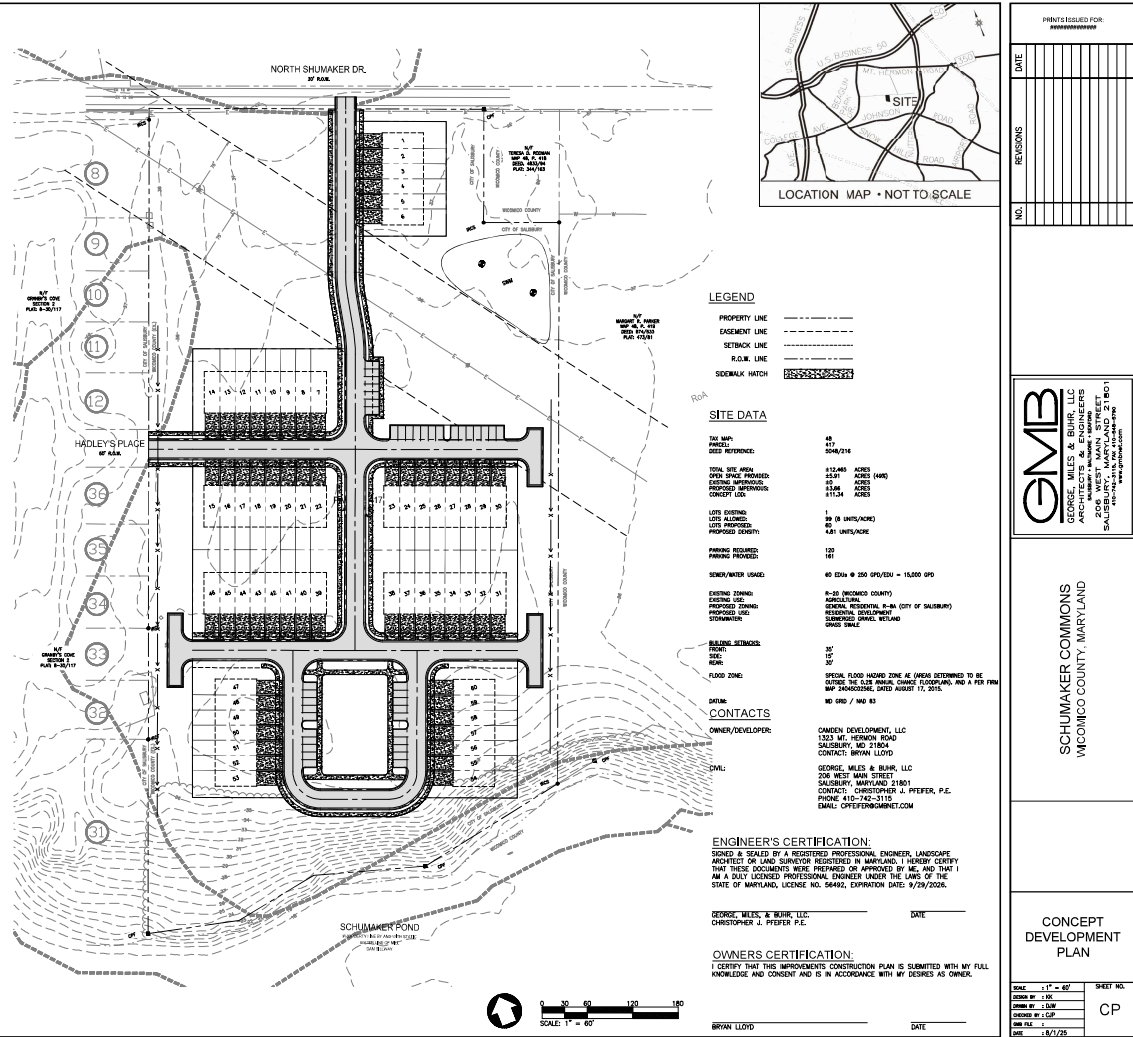
This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real property located in the area to be annexed.

Leslie C. Sherrill
Surveyor

Date: 8/20/2025

North Schumaker Drive – Nicholas Fenzel – Certification – 08-20-2025.doc

Exhibit 5



NORTH SCHUMAKER DRIVE ANNEXATION

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made this _____ day of _____, 2026, by and between the **City of Salisbury, Maryland**, a municipal corporation of the State of Maryland (the “**City**”), and Camden Development, LLC (“**Camden Development**” or “**Petitioner**”) (the City and Petitioner are hereinafter referred to collectively as the “**Parties**”).

RECITALS

WHEREAS, Petitioner, though it Managing Member, has submitted a Petition for Annexation dated May 20, 2025 for the property described below and further delineated in the exhibits attached hereto, containing 12.870 acres, more or less (the Petition for Annexation and Property Description are incorporated herein and attached hereto as **Exhibits 1 and 2**, respectively); and

WHEREAS, for purposes of this Agreement, the term “Petitioner” shall be deemed to include each and every subsidiary, successor-in-interest and/or assign of Petitioner, as the case may be, such that this Agreement, and all of the terms and conditions set forth herein, shall apply to, be binding in all respects upon and inure to the benefit of each and every successor-in-interest and/or assign of Petitioner, as the case may be; and

WHEREAS, Petitioner is the fee simple owner of that certain real property consisting of approximately 542,993.7 square feet of land, more or less, having a premises address of N. Schumaker Dr. Salisbury, Maryland 21804 and a State of Maryland Tax Identification Number 05-063310 (Map 0048, Grid 0006, Parcel 0417) (hereinafter referred as the “**N. Schumaker Dr. Property**”);

WHEREAS, the N. Schumaker Dr. Property consists of 12.465+/- acres of land as more particularly depicted on that certain plat entitled “Annexation Plan” dated April 1, 2025 and prepared by Wilkins-Noble, LLC, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as **Exhibit 3**); and

WHEREAS, the Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as **Exhibit 2** (the “**North Schumaker Drive – Nicholas Fenzel Property Description**”); and

WHEREAS, the Annexation Plat and the North Schumaker Drive – Nicholas Fenzel Property Description further depicts all that certain portion of the public road right-of-way known as “North Schumaker Dr.,” consisting of 10,392.3 +/- square feet of land more or less (The aforesaid public road right-of-way is hereinafter referred to as the “**N. Schumaker Drive ROW**”), as well as a portion of Schumaker Pond containing 12,327.3 square feet of land more or less; (the N. Schumaker Dr. Property, together with the Schumaker Pond property, and the N. Schumaker Drive ROW are hereafter referred to collectively as the “**Property**”); and

WHEREAS, the City has caused to be made a certification of the signatures on the Petition for Annexation at issue herein and the City has verified that the persons signing the Petition for Annexation represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of August 20, 2025 (the Certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, is incorporated herein and attached hereto as **Exhibit 4**); and

WHEREAS, Petitioner intends to construct sixty (60) townhome units, consistent with the use of property located in the City’s R-10A Residential zoning district, and as more fully set forth on the Concept Development Plan attached hereto and incorporated herein as **Exhibit 5** (collectively, the “**Concept Development Plan**”); and

WHEREAS, all of the land which makes up the Property is located within Wicomico County, Maryland and outside the municipal boundaries of the City, and, therefore, the Property is ineligible to receive City services, including municipal water and sanitary sewer utility service, which Petitioner desires to obtain for its development of the Property as aforesaid; and

WHEREAS, the City is willing to annex the Property, provided Petitioner agrees to adhere to all laws, ordinances and regulations of the City, and the provisions of this Agreement, regarding Petitioner's use and development of the Property; and

WHEREAS, appropriate and required public hearings on the proposed annexation of the Property have been held pursuant to all applicable state and local laws; and

WHEREAS, pursuant to the authority contained in MD Code, Local Government, § 4-101, et seq., the City and Petitioner enter into this Agreement to set forth the terms and conditions of the proposed annexation of the Property and all annexation proceedings relating thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. Effective Date.

The effective date of this Agreement shall be the date upon which the Resolution approving the City's annexation of the Property becomes effective (said Resolution is hereinafter referred to as the "**Annexation Resolution**"). The annexation of the Property shall not become effective unless and until all applicable appeal and referendum periods have expired, and, if applicable, all appeals and referenda have been resolved in favor of the City's annexation of the Property.

2. Warranties & Representations of the City.

(a) The City, the Salisbury Planning Commission, and associated staff shall be guided by this Agreement, throughout the review of any and all development plans submitted for or relating to the Property or any portion thereof to ensure the provisions of this Agreement are specifically implemented. Any approval granted to or for a development plan for the Property or any portion thereof by any commission, board, body or agent of the City shall be in substantial compliance with all of the terms and conditions of this Agreement.

(b) The Parties expressly acknowledge and agree the City's support for the annexation of the Property, as provided herein, is not intended, nor shall it be construed, to prohibit the City from enacting such future ordinances, charter provisions, engineering standards or any amendments thereto deemed necessary or appropriate to protect the public, health, safety and welfare of the residents of the City, nor from applying such ordinances or charter provisions to the development of the Property or any portion thereof, provided any such application does not operate to divest prior approvals, nor interfere with Petitioner's vested rights in and to the Property, or any portion thereof, to any extent greater than the impact of such ordinances and charter resolutions have upon other similarly-situated properties located within the municipal boundaries of the City.

3. Warranties & Representations of Petitioner.

(a) This Agreement shall constitute the written consent of Petitioner to annexation of the Property, as required by MD Code, Local Government, §§ 4-403(b)(1)-(2). Camden Development requests the annexation in accordance with the Annexation Plat attached as **Exhibit 3**. Petitioner represents and warrants to the City that it has the full power and authority to sign this Agreement. Petitioner further represents and warrants to the City that there is no action pending against, or otherwise involving, Petitioner that would affect, in any way, the right and authority of Petitioner to execute this Agreement.

(b) Petitioner expressly acknowledges and agrees that it will receive a benefit from and upon the City's annexation of the Property; accordingly, by Petitioner's execution of this Agreement, Petitioner agrees, as a bargained-for condition for the City's annexation of the Property, to waive and relinquish any and all right it has or may have to withdraw its consent to the City's annexation of the Property or any portion thereof. Petitioner shall not petition the Annexation Resolution to referendum and, in the event the Annexation Resolution is petitioned to referendum and Petitioner is permitted to vote in such referendum, Petitioner shall vote in favor of the Annexation Resolution.

4. Application of City Code and Charter; City Taxes.

From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter (the "**Charter**") and the Salisbury Municipal Code (the "**City Code**") shall have full force and effect within the Property, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Property, the Property shall be subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

5. Municipal Zoning.

Upon the effective date of the Annexation Resolution, the Property shall be zoned R-10A Residential, as set forth in Chapter 17.160 of the City Code.

6. Municipal Services.

(a) Subject to the obligations of Camden Development set forth in Section 9(f)(i)-(ii) hereof, the City agrees to provide all necessary municipal services required for Petitioner's development of the Property, including, but not limited to, adequate water and sewer services, fire and police protection, and other municipal services as generally available to City residents.

(b) With regard to public water and sewer allocation for the Property or any portion thereof, any allocation of public water or wastewater capacity and/or services shall be made by the City according to adopted allocation plans in effect at the time Petitioner makes a request for such capacity and/or services.

7. Standards & Criteria.

Should any environmental, engineering, or other similar standard or criteria expressly provided in this Agreement be exceeded by any local, state or federal law, regulation, rule, standard or authorized criteria, which may be adopted subsequent to the execution of this Agreement, the newer stricter standard, criteria, law or regulation shall apply.

8. City Boundary Markers.

(a) Camden Development at its sole cost and expense, shall install Boundary Markers at the boundary lines representing the enlarged City boundaries resulting from the City's annexation of the Property. Petitioner shall provide the City with receipt(s), or other written documentation acceptable to the City, evidencing the installation of the boundary lines, as aforesaid, within ninety (90) days of the expiration of the forty-five (45) day referendum period applicable to the Annexation Resolution.

(b) In the event Camden Development fails to comply with its obligations under Section 8(a) hereof, then, upon the expiration of the ninety (90) day period set forth in Section 8(a), Petitioner shall make payment to the City in the amount of either Ten Thousand Dollars and 00/100 (\$10,000.00) or the amount of the costs incurred by the City to perform the obligations of Petitioner under Section 8(a), whichever is greater.

9. Development Considerations.

(a) **Fees & Costs.** Camden Development expressly acknowledges and agrees that it shall make payment to the City for any and all fees, costs and/or expenses, including, but not limited to, legal fees, planning fees and/or consulting fees, incurred by the City in connection with the preparation of this Agreement, the preparation of the Annexation Resolution, the preparation of any other document(s) pertaining to the annexation of the Property, the publication of public notice(s) for the annexation of the Property, and any other matter relating to or arising from the annexation of the Property, as determined by the City in its sole discretion. The City shall invoice Petitioner for all costs to be paid by Petitioner under this Section 9(a) and Petitioner shall make payment to the City for all such amounts within fifteen (15) days of Petitioner's receipt of any such invoice from the City.

(b) **Development of Property.** Petitioner shall develop the Property in a manner compliant with all laws and regulations governing the development of property located within the City's R-10A Residential zoning district.

(c) **Contribution to Area Improvement.** Petitioner agrees to install ADA-accessible sidewalks, curbs, gutters and City standard street lights along the full public road frontage of the Property, including but not limited to the portions of the Property fronting on North Schumaker Drive, and to install pedestrian walkways within the Property in such manner and to such extent as determined necessary and appropriate by the City's Department of Infrastructure and Development.

(d) **Contribution to the Re-Investment in Existing Neighborhoods.**

- (i) Camden Development shall pay to the City a non-refundable development assessment in the amount of Eleven Thousand Dollars (\$11,000) (the "**Development Assessment**"). Camden Development expressly acknowledges and agrees that its payment of the Development Assessment to the City under this Section 9(d)(i) is a material part of the consideration received by the City hereunder, without which the City would not enter into this Agreement. The City hereby acknowledges its receipt of said Development Assessment.
- (ii) In the event Camden Development fails to pay the Development Assessment to the City in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, Petitioner shall make payment of the Development Assessment, including all late charges incurred thereon, if any, to the City, prior to the City's issuance of any permit for or relating to any development of the Property.
- (iii) The Parties expressly acknowledge and agree the Development Assessment is intended for use by the City, in its sole discretion, for purposes of beautification, restoration and revitalization improvements to existing neighborhoods in the City. The Parties further acknowledge and agree the Development Assessment shall be in addition to, and otherwise independent of, any and all water and sewer comprehensive connection charges or fees assessed, levied or otherwise imposed by the City, any and all impact fees imposed by Wicomico County or the City, and/or any other charges or fees which the City may assess against Petitioner or the Property in accordance with the terms and conditions of this Agreement and/or pursuant to any law or regulation applicable to the Property and/or the development thereof.

(e) **Community & Environmental Design.** Petitioner expressly acknowledges and agrees that any development plan for the Property shall: feature strong pedestrian, functional and visual relationships from the street and sidewalk to the front entrance of each structure constructed at or upon the

Property; include enhanced site landscaping which recognizes and otherwise displays the “gateway” character of the Property; and, provide buffer plantings and forest retention for purposes of establishing a buffer between the developed portion of the Property and the residentially zoned properties adjoining portions of the Property.

(f) Public Utility Improvements & Extensions.

- (i)** The Parties expressly acknowledge and agree that extensions of public water and sanitary sewer utilities will be necessary to meet the utility service requirements for and within the Property. Accordingly, the Parties expressly acknowledge and agree that Petitioner shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, such public water and sanitary sewer utility extension(s), including water and sewer main(s), trunk line(s), fire hydrant(s) and appurtenant facilities, required or imposed to serve the development or redevelopment of, or any other site improvements to or for, the Property or any portion thereof, in accordance with the City’s standards and specifications.
- (ii)** In addition to the provisions set forth in Section 9(f)(i), Petitioner’s design and construction of all facilities necessary for the extension and service of public water and sanitary sewer utilities to the Property shall be governed by the terms and conditions of a Public Works Agreement, by and between Petitioner and the City (the “PWA”), which shall be executed by the Parties as soon as practicable after the Annexation Resolution becomes effective, with the express agreement that execution of the PWA by the Parties will not be unreasonably conditioned, withheld or delayed; provided, however, no permit may be issued to Petitioner, or any party acting on its behalf, for any work associated with Petitioner’s development of the Property, or any portion thereof, until the PWA has been executed by the Parties.
- (iii)** Petitioner shall submit a Comprehensive Development Plan to the Salisbury Planning Commission prior to development of the Property. No building permits shall be issued by the City until such time as the Comprehensive Development Plan is approved by the Salisbury Planning Commission.

10. Record Plat.

Petitioner shall provide the City with a copy of the final record plat for any development of, on or within the Property.

11. Notices.

All notices and other communication in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof: (1) when delivered in person on a business day at the address set forth below; (2) on the third (3rd) business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid certified or registered mail, return receipt requested, at the address set forth below; or, (3) when delivered by a nationally-recognized delivery service company at the address set forth below, with written proof of delivery.

All notices and other communications to Petitioner shall be addressed to, and delivered at, the following addresses:

Camden Development, LLC
1323 Mt. Hermon Rd. S. 4B
Salisbury, MD 21804

All notices and other communications to the City shall be addressed to, and delivered at, the following addresses:

City of Salisbury
c/o Director Department of Infrastructure and Development
125 N. Division Street, Room 202
Salisbury, Maryland 21801

With a copy to:
Laura E. Ryan, Esquire
Cockey, Brennan & Maloney, P.C.
313 Lemmon Hill Lane
Salisbury, Maryland 21801

12. Future Uses of Annexation Property.

Petitioner expressly acknowledges and agrees that, upon the effective date of the Annexation Resolution, any development of the Property must comply with all applicable laws, rules and regulations of the City, as may be amended from time to time, including, but not limited to, all applicable zoning laws of the City, and all applicable permitting and/or approval procedures established by the City governing the development and/or use of property located within the City's R-10A Residential zoning district. Development of the Property shall be subject to, and must comply with, any and all applicable capacity fees and/or impact fees established by the City and/or Wicomico County existing as of the effective date of the Annexation Resolution, subject to any amendments thereto as approved by the City and/or Wicomico County from time to time. The Parties expressly acknowledge and agree that this Agreement, or any of the terms set forth herein, shall not, in any way, constitute, or otherwise be construed as, an approval for any specific development on or within the Property or any portion thereof; nor shall this Agreement or any of its terms constitute or otherwise be construed as a waiver by the City of any fee(s) or charge(s) associated with or arising from Petitioner's development and/or use of the Property or any portion thereof.

13. Miscellaneous Provisions.

(a) Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The Parties, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of the Maryland courts and to venue in Wicomico County, Maryland with respect to any matter arising from or in connection with this Agreement.

(b) Scope of Agreement. This Agreement is not intended to limit the exercise of any police power(s) of the City, to limit the operation of the City government or to guarantee the outcome of any administrative process. Unless otherwise expressly set forth in this Agreement or in any other subsequent agreement entered into by the Parties, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: **(i)** enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; **(ii)** enacted or adopted by the City as a result of a state or federal mandate; or, **(iii)** applicable to the Property and to similarly situated property located outside of the City in Wicomico County.

(c) **Entire Agreement.** This Agreement and all exhibits and/or addenda attached hereto constitutes the entire agreement and understanding of the Parties with respect to the transactions contemplated herein, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

(d) **Waiver.** None of the terms or conditions of this Agreement may be waived, except if set forth in a writing signed by the party entitled to the benefit of the term(s) or condition(s) so waived; and, such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

(e) **Project as a Private Undertaking.** The Parties expressly acknowledge and agree: (i) that the development or redevelopment of the Property, or any portion thereof, is a private undertaking; (ii) that neither the City nor Petitioner is acting as the agent of the other party in any respect hereunder; and, (iii) that each of the City and Petitioner is an independent contracting entity with respect to the provisions of this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

(f) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Parties.

(g) **Binding Effect.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, any successor municipal authority of the City and/or any successor owner(s) of record of the Property or any portion thereof.

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by Petitioner, without the consent of the City or any of its elected officials, employees or agents, to any purchaser of the Property or any portion thereof; provided, however, any transfer of all or a portion of the Property shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Petitioner shall not transfer, or pledge as security for any debt or obligation, any of its interest in or to all or any portion of the Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions set forth herein, as if such transferee or pledgee was a party to this Agreement. Petitioner shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Petitioner of any of its interests in and to the Property or any portion thereof.

(i) **Express Condition.** The obligations of Petitioner under this Agreement shall be contingent upon the annexation of the Property becoming effective (as set forth in Section 1 hereof) and shall not constitute the personal obligations of Petitioner independent of its ownership of the Property or any portion thereof. Notwithstanding any term to the contrary set forth herein, the obligations of Petitioner under Section 9(a) hereof shall not be contingent or otherwise conditioned upon annexation of the Property and shall be binding upon and enforceable against Petitioner, its successors, representatives and assigns, to the fullest extent permitted by Maryland law.

(j) **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and/or assigns.

(k) **Recording of Agreement.** This Agreement, including all exhibits, schedules and/or addenda attached hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County, the costs of which shall be paid by Petitioner. This Agreement, and all of the terms contained herein, shall run with the Property and be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and/or assigns.

(l) **No Reliance.** Each party to this Agreement, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation(s) or statement(s), whether express or implied, made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

(m) Further Assurances. The Parties covenant and agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to give full effect to this Agreement.

(n) Severability. The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

(o) Waiver of Jury Trial. The Parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counter-claim brought by any party against any other party on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties to one another, and/or any claim, injury or damage arising from or consequent upon this Agreement.

(p) Remedies. In addition to each and every remedy now or hereafter existing at law or in equity, the Parties expressly agree that, provided the Annexation Resolution becomes effective, the Parties shall have the right to enforce this Agreement by an action for specific performance.

(q) Survival. The terms and conditions of this Agreement shall survive the effective date of the Annexation Resolution and shall not be merged or expunged by the City's annexation of the Property or any portion thereof.

(r) Construction. This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Section headings are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this Agreement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

(s) Time. Time is of the essence with respect to this Agreement and each and every provision hereof.

(t) Cooperation. The Parties hereto agree that each will cooperate with the other to the extent necessary to facilitate the issuance of any and all required permits from any non-party government agency for Petitioner's development of the Property.

(u) Recitals. The Recitals set forth hereinabove are incorporated by reference herein, and made a part hereof, as if fully set forth in this Agreement.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals and acknowledged this Agreement as of the day and year first above written.

ATTEST/WITNESS:

“PETITIONER”:

CAMDEN DEVELOPMENT, LLC

By: _____ (Seal)
_____, Authorized Representative

THE “CITY”:

CITY OF SALISBURY, MARYLAND

By: _____ (Seal)
Randolph J. Taylor, Mayor

CERTIFICATION BY ATTORNEY

I hereby certify that I am an attorney admitted to practice before the Maryland Supreme Court, and that the foregoing instrument was prepared under my supervision.

LAURA E. RYAN, ESQUIRE

**ANNEXATION PLAN
FOR THE
NORTH SCHUMAKER DRIVE ANNEXATION
TO THE CITY OF SALISBURY**

March 10, 2026

This Annexation Plan is consistent with the Municipal Growth Element of the 2010 Comprehensive Plan adopted by the City of Salisbury. The following are milestones in the public review and consideration of the proposed Annexation which is the subject of this Annexation Plan:

At a Work Session of the City of Salisbury Mayor and City Council (the “**Mayor and City Council**”), held on _____, the Salisbury City Council (the “**City Council**”) reviewed the Petition for Annexation (the “**Annexation Petition**”) originally submitted by Camden Development, LLC, through its Managing Member, (“**Camden Development**” or “**Petitioner**”)(see Annexation Petition attached hereto as ***Exhibit 1*** and incorporated by reference as if fully set forth herein), which Annexation Petition requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of lands:

- The real property more particularly described in the property description attached hereto as ***Exhibit 2*** and incorporated as if fully set forth herein, containing 12.870 acres, more or less, and further being:
 - All that certain real property consisting of approximately 542,993.7 square feet of land, more or less, having a premises address of N. Schumaker Dr. Salisbury, Maryland 21804 and a State of Maryland Tax Identification Number of 05-063310, being all that same real property identified as Map 0048, Grid 0006, Parcel 0417 on the Tax Records of the State of Maryland, and further being, in all respects, the property described in a Deed, dated January 29, 2026, from Nicholas Fenzel to Petitioner, recorded among the Land Records of Wicomico County, Maryland in Liber 5671 Folio 17 (hereinafter referred to as the “**N. Schumaker Dr. Property**”); the N. Schumaker Dr. Property consists of 12.465 +/- acres of land as more particularly depicted on that certain plat entitled “Annexation Plan” dated April 1, 2025 and prepared by Wilkins-Noble, LLC, which is intended to be recorded among the Plat Records of Wicomico County, Maryland following annexation (the “**Annexation Plat**”) (The Annexation Plat is incorporated herein and a reduced scale copy of said Annexation Plat is attached hereto as ***Exhibit 3***), as well as a portion of Schumaker Pond containing 12,327.3 square feet of land more or less as more particularly depicted on ***Exhibit 3***; and
 - All that certain portion of the public road right-of-way known as “North Schumaker Drive”, consisting of 10,392.3 +/- square feet of land more or less and being that same public right-of-way more particularly depicted on the attached ***Exhibit 3***. (The aforesaid public road right-of-way is hereinafter referred to as the “**N. Schumaker Drive ROW**”); the N. Schumaker Dr. Property and the N. Schumaker Drive ROW are hereinafter referred to collectively as the “**Property**”).
- At the August 21, 2025 Meeting of the Salisbury-Wicomico Planning Commission (the “**Planning Commission**”), the Planning Commission reviewed the proposed annexation of the Property and approved a favorable recommendation to the City for the proposed zoning of the Property.
- On _____, a Regular Meeting of the Mayor and City Council was convened, during which the City Council reviewed this Annexation Plan and a Resolution of the City Council to authorize and approve the City’s annexation of the Property (said Resolution is hereinafter referred to as the “**Annexation Resolution**”), and, in accordance with applicable state and local law, directed that a date for a Public Hearing be established to hear

public comment on the City's annexation of the Property, as requested by the Annexation Petition submitted by Petitioner, at the [REDACTED] Regular Meeting of the Mayor and City Council, the City Council directed this Annexation Plan be submitted to the Maryland Department of Planning and the Wicomico County Council for comment, at least thirty (30) days before the Public Hearing on the Annexation Resolution, as required by applicable Maryland law.

1.0. GENERAL INFORMATION AND DESCRIPTION OF PROPERTY.

1.1. Petitioner for Annexation of the Property. Camden Development is the Petitioner for annexation of the Property. Camden Development, or its fully authorized agent, will perform all functions, including but not limited to appearing before all state and municipal bodies, in order to effectuate the annexation.

1.2. Location. The Property is located as follows: (a) the N. Schumaker Dr. Property is located at the eastern limits of the City of Salisbury on the southerly side of and binding upon North Schumaker Drive at its intersection with the easterly line of Granby's Cove; and (b) The N. Schumaker Drive ROW bisects the N. Schumaker Dr. Property beginning at the northwestern corner of the N. Salisbury Dr. Property and running in a southeasterly direction therefrom with a uniform width of 150', as more particularly shown on the Annexation Plat attached hereto and incorporated herein as *Exhibit 3*.

1.3. Property Description; Reason for the Annexation Petition.

- (a) The Property consists of 12.870 +/- acres of land as more particularly depicted and described by the Annexation Plat. The Annexation Plat depicts all that same real property more particularly described by metes, bounds, courses and distances in that certain legal description attached hereto and incorporated herein as *Exhibit 2*.
- (b) The persons signing the Annexation Petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as *Exhibit 4* and incorporated by reference as if fully set forth herein.
- (c) N. Schumaker Dr. Property is unimproved. As set forth below, the Annexation Petition submitted by Camden Development arises exclusively from the proposed plan for development of the Property as shown on the Concept Development Plan attached hereto and incorporated herein as *Exhibit 5* (the "Concept Development Plan").
- (d) The N. Schumaker Dr. ROW consists of 10,392.3 +/- square feet of land as more particularly depicted and described by the Annexation Plat. Upon the annexation thereof, the N. Schumaker Dr. ROW shall be upgraded to meet all applicable City standards and specifications, including all applicable City standards, specifications and/or requirements for road width, curbs, gutters, ADA-accessible sidewalk(s), street lights, and on-street parking. All upgrades made to the N. Schumaker Dr. ROW, as aforesaid, shall be performed by the City at the sole cost and expense of Petitioner as provided in the Annexation Agreement by and between the City and Petitioner.

1.4. Existing Zoning. All of the Property is currently zoned R-20 Residential under the Wicomico County Code. The property directly to the west of the Property is in the City of Salisbury and is zoned R8-Residential. The property across the street from the Property is zoned R-8 Residential under the Wicomico County Code, while the property to the east is zoned R-20 Residential under the Wicomico County Code.

2.0. LAND USE PATTERN PROPOSED FOR THE PROPERTY.

2.1. Comprehensive Plan.

- (a) By Resolution No. 1942, the City Council adopted the 2010 City of Salisbury Comprehensive Plan (the "Comprehensive Plan"). The Comprehensive Plan sets forth the land use policies for all lands located within the City's municipal limits and includes a Municipal Growth Element addressing growth areas outside the municipal limits of the City. The Municipal Growth

Element section of the City's Comprehensive Plan provides in pertinent part: "the City has defined a Municipal Growth [A]rea that is sufficient to accommodate residential, commercial, and industrial land uses as illustrated on Map 11-3" attached to and incorporated within the Comprehensive Plan. The Property is located within the City's designated Municipal Growth Area.

- (b) With respect to the City's annexation of property, the goal of the City's Comprehensive Plan is: "to encourage the orderly growth and expansion of the City of Salisbury by annexing selected areas and by providing public services to newly developing areas without overburdening these facilities while continuing to maintain a high level of services to existing developments and residents of the City."

2.2. Proposed Zoning for Property. Upon its annexation, the Property is proposed to be zoned as "R-10A Residential". Per Section 17.160 of the City Code, the purpose of the "R-10A Residential" zoning district is: "to recognize those areas of the city that have developed or are suitable for development with apartments or townhouses and to provide additional areas where they may be developed at densities compatible to existing or future residential development within or adjoining the districts."

The Property is currently zoned by the County R-20 Residential. The City finds that the proposed density may be considered substantially higher than the current County zoning but finds it to be in keeping with the use of the contiguous property. The City will seek a waiver from the County consenting to the City's proposed zoning. If the County does not agree with the proposed zoning designation, the zoning will remain as zoned by the County for not less than five (5) years.

2.3. Proposed Land Use for Property. The Property will be redeveloped with residential townhomes. As set forth in Section 1.3(c) of this Annexation Plan, the Property is unimproved. Upon its annexation, the proposed Property redevelopment will consist of construction of 60 townhome units.

3.0. THE PUBLIC FACILITIES AND SERVICES NEEDED BY THE DEVELOPMENT AND THE METHODS TO PROVIDE SUCH FACILITIES AND SERVICES TO THE PROPERTY.

3.1. Roads. Currently, and following its annexation by the City, the Property can be accessed by North Schumaker Drive. As provided in Section 1.3(d), a portion of the N. Schumaker ROW on the Annexation Plat (see *Exhibit 3*) shall be annexed by the City and, in accordance therewith, become a City Road.

3.2. Water and Wastewater Treatment. In keeping with its redevelopment plan, Camden Development's redevelopment of the Property will create a demand of about \$15,000 gallons per day. Camden Development, at its sole cost and expense, will connect to existing public water and sewerage facilities within the area of the Property, as directed by the City of Salisbury Department of Infrastructure and Development. The City has no concerns about the feasibility or capacity to serve the Property.

3.3. Schools. The Property is anticipated to consist of 60 residential townhome units and, therefore, will likely generate additional pupil enrollment and could have an impact on school capacity.

3.4. Parks and Recreation. The City's annexation of the Property will have no impact on park and recreational facilities, but could generate additional demand for park and recreational facilities due to the increase in residential units.

3.5. Fire, E.M., and Rescue Services. The City of Salisbury Fire Department provides fire suppression, technical rescue, special operations and advanced life support emergency medical treatment and transport services (collectively "fire and emergency services") to residents of the Salisbury Fire District. The Property is located within the Salisbury Fire District; accordingly, the Salisbury Fire Department will continue providing fire and emergency services to the Property after its annexation into the City.

3.6. Police. The City of Salisbury Police Department will provide police services to the Property.

3.7. Stormwater Management. Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

3.8. Waste Collection. The Property will be served by private waste haulers.

4.0. HOW DEVELOPMENT OF THE PROPERTY WILL RELATE TO EXISTING/PLANNED LAND USE DEVELOPMENT, STREETS, PUBLIC FACILITIES AND SERVICES, OPEN SPACES AND NATURAL AREAS.

The City's annexation of the Property is consistent with applicable Maryland and local law. The Property is located along and is immediately adjacent North Schumaker Drive on the eastern side of the City of Salisbury. Camden Development's proposed residential use of the Property is consistent with the overall plan for this geographic area of the City of Salisbury. The Property is located within the City of Salisbury's Municipal Growth Area and is eligible for annexation. In this matter the Annexation Petition submitted by Camden Development requesting the City annex the Property, arises exclusively from the need to serve the Property with public water and sewer utilities for and in connection with Camden Development's proposed development of the Property, as shown on the Site Plan attached hereto and incorporated herein as ***Exhibit 3.***



City of Salisbury

Memo

To: Mayor and Council
From: Allen Swiger, Deputy City Administrator
Date: July 2, 2026
Subject: Transfer Storm Water Utility PAYGO Funding from the Northwood and Brewington Project to the City Park Phase I Project - 2nd Reading

The ordinance authorizes a budget amendment transferring \$160,000 in Storm Water Utility PAYGO funding from the Northwood and Brewington Project to the City Park Phase I Project. The Northwood and Brewington Project currently has available funding that is not needed for anticipated project expenditures. These funds can be reallocated to support the City Park Phase I Project, which is advancing into the planning, design, and construction activities.

As part of the City Park Phase I Project, stormwater management requirements and opportunities will be evaluated and addressed during project design and implementation. The transfer of Storm Water Utility funds will provide additional resources to support project improvements while ensuring that stormwater management considerations are incorporated into the project, as appropriate.

The budget amendment transfers \$160,000 from the Northwood and Brewington Project to the City Park Phase I Project as follows:

- Decrease Northwood and Brewington Project funding by \$160,000.
- Increase City Park Phase I Project funding by \$160,000.

Attachment(s):
[Ord3010](#)

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ORDINANCE NO. 3010

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING A
BUDGET AMENDMENT AND THE TRANSFER OF STORM WATER
UTILITY PAYGO FUNDING FROM THE NORTHWOOD AND
BREWINGTON PROJECT TO THE CITY PARK PHASE I PROJECT.**

WHEREAS, the City of Salisbury has determined that funding is needed for the City Park Phase I Project to support project planning, design, construction, and related improvements; and

WHEREAS, the City recognizes that stormwater management requirements and opportunities associated with the City Park Phase I Project will need to be evaluated and addressed as part of the project's design and implementation; and

WHEREAS, funding in the amount of \$160,000 is currently available within the Storm Water Utility funded Northwood and Brewington Project and can be reallocated to support the City Park Phase I Project; and

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

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

Section 1. Mayor Randolph J. Taylor is hereby authorized to appropriate and transfer Storm Water Utility Paygo funds in the amount of \$160,000 from the Northwood and Brewington Project to the City Park Phase I Project.

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

Section 2. The City of Salisbury's Storm Water Utility Fund Budget be and hereby is amended as follows:

Increase Decrease	Account Type	Project Description	Account	Account Description	Amount
Increase	Revenue	City Park Phase I	98019-469168-48041	Transfers from Storm Water Utility	\$160,000
Decrease	Revenue	Northwood and Brewington	98019-469168-48075	Transfers from Storm Water Utility	\$160,000
Increase	Expense	City Park Phase I	98119-513026-48041	Construction	\$160,000
Decrease	Expense	Northwood and Brewington	98119-513020-48075	Engineering/Architectural	\$80,000
Decrease	Expense	Northwood and Brewington	98119-513026-48075	Construction	\$80,000

38
39 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
40 **SALISBURY, MARYLAND**, as follows:

41
42 **Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
43 of this Ordinance shall be deemed independent of all other provisions herein.

44
45 **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
46 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,
47 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
48 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
49 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

50
51 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
52 if such recitals were specifically set forth at length in this Section 5.

53
54 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.

55
56 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
57 Salisbury held on the 27 day of July, 2026 and thereafter, a statement of the substance of the Ordinance
58 having been published as required by law, in the meantime, was finally passed by the Council of the City
59 of Salisbury on the 10 day of August, 2026.

60
61 **ATTEST:**

62
63
64 _____
65 **Julie A. English, City Clerk**

_____ **April R. Jackson, City Council President**

66
67 Approved by me, this _____ day of _____, 2026.

68
69 _____
70
71 **Randolph J. Taylor, Mayor**
72



Memo

To: Nick Rice, City Administrator
From: Judy Kuntz, Deputy Director of Department of Infrastructure and Development
Date: June 24, 2026
Subject: Accept Safe Streets and Roads for All (SS4A) Grant from US Department of Transportation (USDOT) Federal Highway Administration (FHWA) - 2nd Reading

The City of Salisbury's Department of Infrastructure and Development has notified the US Department of Transportation (USDOT) Federal Highway Administration (FHWA) of its desire to accept grant amount of federal share \$9,729,650.40 for the Safe Streets and Roads for All (SS4A). This project will implement 12.1 miles of sidewalk infill segments, around 125 new high-visibility crosswalks or crosswalks upgraded to high-visibility styles, close to a dozen crosswalks upgraded with beacons, pedestrian signals at multiple intersections.

Grant Total Amount:

Grant Amount: \$9,729,650.40
Local Funds: \$2,432,412.60
Total: \$12,162,063.00

Project's Estimated Schedule and Allocation

Milestone	Planned Schedule	Allocation	Planned Allocation
		Grant	Local Funds
Base Phase: Pre-NEPA	Present to 03/2027	\$120,000.00	\$30,000.00
Phase 1: Final Design	To 06/2028	\$532,000.00	\$133,000.00
Phase 2: Construction	-	-	-

Phase 2A: Sidewalk Construction	To 05/2031	\$6,298,107.90	\$1,574,526.98
Phase 2B: Pedestrian Crossings Construction	To 05/2031	\$2,779,542.50	\$694,885.63
Total	-	\$9,729,650.40	\$2,432,412.60

Thank you for your time and do not hesitate to contact me should you have any questions.

Attachment(s):
[Ord3011](#)

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ORDINANCE NO. 3011

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO GRANT AGREEMENTS WITH US DEPARTMENT OF TRANSPORTATION (USDOT) FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR THE PURPOSE OF ACCEPTING GRANT FUNDS TO SUPPORT THE COST TO IMPLEMENT AND UPGRADE SIDEWALKS IN THE CITY AND TO APPROVE A BUDGET AMENDMENT TO ALLOCATE FUNDS FOR PURPOSES OF IMPLEMENTATION.

WHEREAS, the City's Department of Infrastructure and Development is preparing to implement sidewalk infill segments, new high visibility crosswalks or crosswalks upgrades; and

WHEREAS, The US Department of Transportation (USDOT) Federal Highway Administration (FHWA) administers a fund to support Safe Streets and Roads for All (SS4A) Project;

WHEREAS, The USDOT has awarded grant in the total amount of \$9,729,650.40 of federal share and a required local match in the amount of \$2,432,412.60. The total award amount is \$12,162,063.00; and

WHEREAS, The grant match amount required for this grant is spread over multi-year period through May, 2031. At this time, a grant match of \$900,000.00 is included herein and will cover any matching needs through June 2028; and

WHEREAS, The grant funds will be used for the cost of the NEPA, final design, and construction of sidewalk implementation, high visibility crosswalks or crosswalk upgrades and crosswalks upgraded with beacons, pedestrian signals at multiple intersections; and

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

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

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

- 1) Increase US DOT Revenue Account 10500-425810-xxxxx by \$9,729,650.40
- 2) Increase Construction Expense Account 10500-513026-xxxxx by \$9,729,650.40

Section 2. The City's Bond Pool Budget be and hereby amended as follows:

- 1) Increase Bond Proceeds Account 98119-469312-xxxxx by \$200,000.00
- 2) Increase Bond Proceeds Account 98124-469312-xxxxx by \$700,000.00
- 3) Increase Construction Expense Account 98119-513026-xxxxx by \$200,000.00
- 4) Increase Construction Expense Account 98124-513026-xxxxx by \$700,000.00

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

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

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

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 Section 4.

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 Council of the City of Salisbury held on this 27 day of July, 2026, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 10 day of August, 2026.

ATTEST:

Julie A. English, City Clerk

April R. Jackson, President, Salisbury City Council

APPROVED BY ME THIS _____ day of _____, 2026.

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Mayor's Office
From: Rob Frampton, Fire Chief
Date: July 13, 2026
Subject: Transfer of Funds from Surplus from Disposal of Totaled Vehicle - 2nd reading

The Fire Department's 2012 Ford Explorer, listed as "Training 1," was recently deemed totaled by LGIT. The payout from LGIT for the vehicle was \$5,587.99, and we are requesting that amount be transferred from the General Fund Surplus into the Fire Department's Vehicles account. This will assist in offsetting some of the costs involved in upfitting the replacement vehicle.

Attachment(s):

[Ord3013](#)

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ORDINANCE NO. 3013

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE
MAYOR TO RELEASE GENERAL FUNDS IN THE AMOUNT OF \$5,587.99
AND TO APPROVE A BUDGET AMENDMENT TO THE GENERAL FUND TO
APPROPRIATE THESE FUNDS FOR THE SALISBURY FIRE DEPARTMENT.**

WHEREAS, the City Of Salisbury has a General Fund; and

WHEREAS, the General Fund is set by Council for the fiscal year; and

WHEREAS, the City of Salisbury Fire Department's Training Vehicle was appraised as being "totaled" by the City's insurance carrier; and

WHEREAS, LGIT submitted payment to the City of Salisbury for \$5,587.99; and

WHEREAS, the City of Salisbury must transfer money from the Insurance Proceeds Account to the Fire Department's Vehicles Account; and

WHEREAS, all funds shall be used to offset a portion of the upfitting costs for a replacement vehicle for the Salisbury Fire Department; and

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

Section 1. Mayor Randolph J. Taylor is hereby authorized to transfer funds received from LGIT, on behalf of the City of Salisbury.

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

Section 2. The City of Salisbury's FY27 Budget be and hereby is amended as follows:

(a) Increase the General Fund Surplus Account No. 01000-469810 by \$5,587.99.

(b) Increase Fire Department Vehicle Account No. 24035-534308 by \$5,587.99.

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 27 day of July, 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 10 day of August, 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: Mayor's Office
From: Rob Frampton, Fire Chief
Date: July 9, 2026
Subject: Sub-Recipient Grant Acceptance from the Wicomico County Health Department's Rural Health Transformation Grant to Expand SWIFT - 2nd Reading

The Fire Department is requesting the approval of grant funds in the amount of \$667,471.12 that it's received as a sub-grantee from the Rural Health Transformation Grant that was received by the Wicomico County Health Department. These funds will provide funding for the expansion of the Salisbury-Wicomico Integrated Firstcare Team (SWIFT) as it continues to improve health outcomes through a coordinated care approach and to prevent unnecessary ambulance transports, Emergency Department visits and hospital readmissions, ultimately saving health care dollars.

Thank you for your time in this request. If you have any further questions or concerns, please do not hesitate to reach out to me.

Attachment(s):

[Ord3014](#)

[SWIFT Rural Health Transformation Grant MOU](#)

[F578N RHTP Mobile Health Services Program Grant Guidance](#)

[illegible]

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE WICOMICO COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF ACCEPTING SUB-GRANTED FUNDS IN THE AMOUNT OF \$667,471.12 TO BE USED FOR THE SALARY AND BENEFITS OF A SWIFT HEALTHCARE CLINICIAN.

WHEREAS, The Wicomico County Health Department, received funds through the State of Maryland Rural Health Transformation Grant; and

WHEREAS, the Wicomico County Health Department has been awarded the Rural Health Transformation Grant in the amount of \$1,267,255; and

WHEREAS, the Wicomico County Health Department is further sub-granting \$667,471.12 to the City of Salisbury; and

WHEREAS, the Rural Health Transformation Grant is for a period of five (5) years); and

WHEREAS, all accepted funds shall be used to expand operations of the Salisbury-Wicomico Firstcare Team (SWIFT); and

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

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

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

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

- (a) Increase the Rural Health Transformation Grant Revenue Account (10500-XXXXXX-XXXXX) by \$667,471.12.
- (b) Increase Salary Non-Clerical Expense Account (10500-501021-XXXXX) by \$350,422.34.
- (c) Increase Various Benefits Expense Account (10500-502XXX-XXXXX) by \$317,048.78.

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 27 day of July, 2026 and thereafter, a statement of the substance of the Ordinance having been published as

47 required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 10 day of August,
48 2026.

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51 ***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]***

52 ***[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***

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54 **ATTEST:**

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58 **Julie A. English, City Clerk** **April R. Jackson, City Council President**

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

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67 **Randolph J. Taylor, Mayor**

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SWIFT/Wicomico County Health Department MOU

July 1, 2026

The Wicomico County Health Department is the recipient of a \$1,267,255 grant from the State of Maryland's (Rural Health Transformation Grant).

The grant period is July 1, 2026 through June 30, 2031.

Salisbury Fire Department is a sub-grantee of the grant and is budgeted to receive the following funds:

- Year 1 - \$127,620.62 for the salary and benefits of a licensed healthcare professional that will increase the SWIFT team to two (2) trained medical clinicians.
- Year 2 - \$130,492.08 for the salary and benefits of a licensed healthcare professional that will increase the SWIFT team to two (2) trained medical clinicians.
- Year 3 - \$133,428.16 for the salary and benefits of a licensed healthcare professional that will increase the SWIFT team to two (2) trained medical clinicians.
- Year 4 - \$136,430.29 for the salary and benefits of a licensed healthcare professional that will increase the SWIFT team to two (2) trained medical clinicians.
- Year 5 - \$139,499.97 for the salary and benefits of a licensed healthcare professional that will increase the SWIFT team to two (2) trained medical clinicians.

As conditions of the grant agreement, Salisbury Fire Department agrees to document for auditing purposes all time and activities associated with SWIFT, including any in-kind activity.

The Wicomico County Health Department will provide the funds upon receipt of an invoice from the Salisbury Fire Department.

On behalf of the organization I represent, I wish to sign this MOU to maintain a working relationship and allow for the seamless transfer of funds to ensure these programs continue.

Contact Information:

Wicomico County Health Department

Matthew McConaughey

Health Officer

matthew.mcconaughey@maryland.gov

Signed: _____

Date: _____

Salisbury Fire Department

Rob Frampton

Fire Chief

410-548-3120

rframpton@salisbury.md

Signed: _____

Date: _____



Rural Health Transformation: Mobile Health Services Program

Time Frame: 7/1/2026 - 6/30/2027

Eligible LHDs: This initiative prioritizes investment in Maryland's 18 designated rural communities, which experience disproportionate barriers to accessing timely, high-quality health services.

Funding Amount: See [FY27 LHD Budget Allocation Table](#)

Due Dates: See [Budget and Work Plan Process and Submission](#)

BACKGROUND

The Maryland Department of Health (MDH) is committed to the mission of protecting and advancing the health and well-being of all Marylanders through systems that work for people, particularly in communities facing persistent barriers to care. Rural jurisdictions experience disproportionate challenges, including limited provider availability, transportation constraints, and a higher burden of chronic disease.¹

These challenges contribute to delayed disease detection and poorer health outcomes across a wide range of conditions, including cancer, heart disease, diabetes, Alzheimer's Disease and Related Dementias, behavioral health conditions, oral health diseases, and maternal and prenatal health-related conditions. Compared to counties without rural designation, rural counties have higher rates of preventable emergency department visits for acute needs, including diabetes, hypertension, dental, and mental health.

By directing funding to underserved jurisdictions, this approach ensures that resources are aligned with areas of greatest need. Rural communities in Maryland face persistent challenges that contribute to health outcomes, including:

- Transportation barriers, limiting the ability of residents to access preventive and routine care.
- Health care workforce shortages, particularly in primary care, behavioral health, and specialty services.

¹ Maryland Department of Health. 2025 State Health Improvement Plans, County-Level.

- Non-medical health factors that may include income constraints, food access limitations, housing and utility quality, and geographic isolation.

Through a comprehensive, solution-focused approach, the Prevention and Health Promotion Administration is committed to supporting local efforts to expand preventative care, strengthen early detection and disease management, advance behavioral and maternal-child health, promote tobacco cessation, and connect residents to upstream supports. This commitment underscores MDH’s investment in mobile health strategies that bring whole-person care to Maryland’s rural communities.

The Rural Health Transformation Mobile Health Program is taking a regional approach with 6 subregions. The subregion model was conceived and vetted with our rural Local Health Departments to maximize investment, leverage regional resources, and ensure sustainability. PHPA is committing to partner with our implementing LHD partners, as chief health strategists for their jurisdictions, to ensure Mobile Health initiatives meet these goals while addressing critical coverage and access issues. While measurable outcomes of the programs align with historically funded categorical funding, these Mobile Health funds are a unique opportunity to address underlying structural issues impeding optimal health outcomes for rural Maryland.

Funds are designed to be transformational within the five-year anticipated award timeline. PHPA anticipates that no additional direct service funds will be available at the sunset of the five-year RHTP opportunity and all investments should be made within a framework of sustained impact on our rural communities addressing payor coverage, access to health care services, and addressing the key nonclinical factors impacting health outcomes.

PURPOSE

The **Rural Health Transformation: Mobile Health Services Program** advances health by improving access to care, targeting communities with the greatest need, and addressing upstream factors that influence health outcomes. Mobile health also supports local health departments in delivering community-informed services, strengthening trust and engagement in populations that have historically experienced gaps in access. As a five-year investment through the Rural Health Transformation Program, this initiative is designed not only to address immediate coverage and access gaps in Maryland’s rural communities, but also to build sustainable infrastructure, partnerships, and service delivery models that can continue to support community health beyond the funding period. By leveraging the expertise of local

partners, the program lays the foundation for long-term improvements in access to care and health outcomes across rural Maryland. Components address four evidence-based sectors:

- A. Community Health Planning and Engagement
- B. Mobile Health Services Program
- C. Suggested Program Activities
- D. Suggested Sustainability Activities

SUGGESTED PROGRAM COMPONENTS

The options listed below are intended as considerations for Local Health Departments (LHDs) as they develop and strengthen their mobile health programs. These examples are not prescriptive requirements, but rather potential approaches, services, and operational strategies that LHDs may evaluate based on their community needs, available resources, organizational goals, and local public health priorities.

SUGGESTED MOBILE HEALTH PROGRAM DEVELOPMENT OPTIONS

A. Community Health Planning and Engagement
● Community Health Assessments: Demonstrate how this mobile health initiative integrates into the broader healthcare ecosystem through an “existing mobile asset” landscape assessment. Clearly identify that program plans do not supplant or duplicate existing efforts or resources.
● Map Partnerships and Regional Collaboration: Develop collaborative agreements with local or regional stakeholders (such as FQHCs, hospital systems). ○ <u>LHDs are required to</u> ■ Work across jurisdictional lines and coordinate regionally to maximize sustainability and asset sharing ■ Build community-based partnerships for shared ownership and co-design of programs ■ Hold at least one community listening session regarding Mobile Health. The session should be open to all partners and may be delivered in-person or as a virtual meeting as best suits your jurisdiction.

B. Mobile Health Services Program Core Elements
1. Mobile health services format:

- **Comprehensive multi-service model:** Multiple or “all-in-one” clinical initiatives or mobile units offering integrated screenings for multiple health needs (such as oral health, chronic disease, tobacco use, and behavioral health).
- **Specialized single-service:** Specialized assets or place-based strategies dedicated to a single clinical focus area (such as a 100% behavioral health focused unit).
- **Hub-and-Spoke Regional Care Networks:** Restructuring mobile clinics so they act as dynamic “spokes” that form an integrated network feeding directly back into centralized healthcare “hubs.”

2. Public health focus (one or multiple):

- **Primary Care & Chronic Disease Management:** Primary care access that supports or includes evidence-based, measurable interventions for diabetes, heart disease, hypertension, Alzheimer’s Diseases and Related Dementias, obesity, and prenatal care.
- **Maternal Health Services:** Prenatal and postpartum care, maternal health screenings, blood pressure monitoring, perinatal mental health services, lactation support, and care coordination delivered directly to underserved communities. Expands access to care in maternal health deserts.
- **Behavioral Health and Substance Use Services:** Integrated screenings, counseling, crisis stabilization, and medication-assisted treatment for mental health conditions and substance use disorders, deployed via specialized units or integrated into multi-service models.
- **Cancer Screenings & Early Detection:** Mobile mammography for breast cancer, specialized screenings for lung cancer, and Cologuard distribution workflows.
- **Oral Health Services:** Fully integrated mobile dental clinics, fluoride applications, and preventative screenings.
- **Tobacco Cessation:** Outreach, counseling, and education programs deployed directly into underserved areas.
- **Vaccinations & Immunizations:** Rapid field deployments and specialized community vaccine drives.
- **Sexual and Reproductive Health Services:** Comprehensive family planning options, confidential contraceptive management, pregnancy testing and options counseling, basic infertility assistance, obstetric QI consistency, and preventative screenings for HIV, STIs, and reproductive cancers.
- **Digital Health Literacy:** Investments to improve digital health literacy in rural communities to increase the number of individuals accessing and using telehealth and other online services.

3. Mobile health service delivery model (one or multiple):

- **Traditional Mobile Units & Provider Medical Outreach:** Sourcing specialized vehicle classes through state-approved contract vendors, managing procurement workflows, and factoring in customization lead times for: chronic disease risk factor and disease screenings, services, and treatments, integrated behavioral health screenings and substance use disorder treatment, units equipped with diagnostic equipment, telemedicine software, and AI support systems; and integrated workflows.
 - Traveling healthcare model that does not involve a van: [Juntos](#)

- **Paramedicine and EMS-Focused:** Utilizing community paramedics to provide preventive and follow-up care outside of traditional emergency response services.
- CHWs, Promotores, and Peer Outreach
- **Care Coordination Model:** Models to assist with patient transfer coordination, emergency department diversion, and centralized data reporting
- **Regional Care Models:** Create Regional Care Models to Improve Whole-Person Health
 - Supports the establishment of collaborative regional activities to improve timely and appropriate access to care. Involves several potential activities, including developing mental health urgent care centers for those in crisis, strengthening telehealth connections between rural providers and specialists/subspecialists, and more.
 - Centralized regional models for a shared team of Certified Diabetes Care and Education Specialists to support multiple rural primary care clinics lacking dedicated diabetes management staff.
- **Inclusive “mobile” health programs:**
 - **Home Visiting Programs:** Clinical or care-coordination interventions delivered directly in the home, such as Community Health Worker (CHW) programs and nursing home visits for patients recently discharged from the hospital.
 - Ex: [Rural Project Summary: Mobile Integrated Healthcare Network \(MIHN\) - Rural Health Information Hub](#)
 - **Transportation for health care access to medical appointments and procedures:**
 - Funding to pay for or provide patient travel and lodging to make it easier to access colonoscopy screenings
 - Provide gas cards or seek wheelchair accessible modes of transportation for those who need access
 - Partnership with local nonprofits and faith based organizations to help meet community’s transportation needs and support partnering with home based ministries
 - [Rural Project Summary: Tri-Valley Opportunity Council Rural Transportation - Rural Health Information Hub](#)
 - **Backpack & Street Medicine Models:** Backpack health and street medicine models to reach communities where there are bridging the linkage to care gap tailored to specific populations. These may include field-based primary and addiction care, occupational health, or climate and hydration support. Providing for immediate needs, such as hydration ([literal backpack hydration systems](#)) or wound care kits for field injuries for agricultural workers, acts as a low-barrier entryway to a broader network of care.
 - [Ex: A Rural Redesign for Street Medicine](#)
 - **Micro Access Points:** community-based telehealth access points; clinics in libraries/rec centers/other community gathering places that bring care to where people already are; Community-hosted service sites located in high-need areas - such as library satellite clinics, fire stations, or recurring community drop-in hubs - operating on data-justified service blocks rather than traditional vehicle routing schedules.
 - Ex: [Rural Project Summary: Rural Libraries and Health Cooperative Agreement - Rural Health Information Hub](#)
 - **Remote Patient Monitoring:**

- Promotion of Continuous Glucose Monitors for people with Diabetes and provide personalized dietary and lifestyle education coupled with biometric data
- Remote blood pressure monitoring
- Home weight and symptom monitoring for high-risk pregnancies
- Remote mental health screening and mood monitoring tools
- Digital maternity care by using telerobotic ultrasound devices and labor and delivery carts to rural hospitals
- Leveraging drone delivery and remote pharmacy dispensing units
- **Place-Based Care - Mobile Responses to SDOH *Environmental*** : Activities that support healthy living and lifestyles including Medical-Legal Partnerships (MLP), professional services such as environmental health specialists, and capital navigation and enrollment. By embedding lawyers and EHS directly into public health outreach teams, this model treats structural, systemic, legal barriers as critical social determinants of health. An example would be addressing Tangled Titles (Heirs' Property) and zoning impeding access to wells, septic, and utility hookups. From a sustainability perspective, this can support a community in reducing lockout from infrastructure grants (state/USDA) and supports the prevention of multiple persistent health issues including tooth decay from lack of access to municipal fluoridated water, lead poisoning or other environment risks in drinking water, or gastrointestinal illnesses caused by bad water. Place-Based strategies may include a partner network that includes a cohesive pipeline moving from trust-building through community engagement (i.e. Backpack or Street Medicine) to develop structural resolutions to support individuals in navigating assistance programs. **Concurrent care needs must be addressed during the sustained engagement this initiative provides.**

A sample project plan may include:

1. Trusted Mobile Outreach: Step 1: *Clinical Liaison*

Mobile health or harm reduction teams identify households with acute environmental health risks (e.g., chronic illness linked to failed sewage, lack of running water).

2. Environmental Health Specialist Audit: Step 2: *Diagnostic Verification*

An EHS facilitates testing water quality, traces straight-pipe discharge, and establishes the exact public health code violations that need correction.

3. Medical-Legal Partnership (MLP): Step 3: *Title Cleansing*

Attorneys resolve "Heirs' Property" or tangled title issues, securing the clean, legally recorded deed required to qualify for public infrastructure aid.

4. Civil/Environmental Engineering: Step 4: *Technical Blueprint*

Engineers design a compliant, site-specific system (e.g., alternative mound septic, UV water filtration) and draft the formal cost estimates.

5. Capital Navigation & Enrollment: Step 5: *Resource Assembly*

Dedicated navigators package the clean deed (Step 3) and engineering specs (Step 4) to enroll the family in state and federal infrastructure grants ([USDA Section 504 Home Repair](#), [Maryland Whole Home](#), [CDBG](#) Local Programs, etc.) unlocking 100% subsidized financing to build the system.

- **Place-Based Care - Mobile Responses to SDOH *Aging in Place*:** Similar to the environmental track, a similar protocol could be used in conjunction or in addition to the *Environmental* track. The intersection of environmental health hazards and homes that lack structural accessibility can accelerate institutionalization for rural Marylanders living in unadapted homes. The above workflow can be adapted to include the [CRISP SDOH](#) or [PRAPARE](#) screening tools. The CRISP InContext application can also generate immediate, automated, closed-loop referrals to local Area Agency on Aging and LHD Mobile Health clinical coordination teams. This track could also deploy an Occupational Therapist implementing the [CAPABLE model](#) to map structural barriers. If the need for home modifications are necessary, the protocol would continue with MLP, and professional services to prepare for the Capital and Enrollment phase. Medicaid eligible Marylanders of age may also have access to certain waivers supporting remaining in their home and may qualify for Maryland Department of Housing and Community Development (DHCD) Special Loan Programs including the [Accessible Homes for Seniors](#) program. **Concurrent care needs must be addressed during the sustained engagement this initiative provides.** For example, both sample, place-based Mobile Responses to SDOH can leverage RHTP *Pillar 3: Empower Rural Marylanders to Eat for Health* linking participants to [Rural Maryland Council food hubs](#), [Maryland Department of Agriculture Senior Farmers' Market Nutrition Programs](#) and LHD nutrition and chronic disease initiatives to support individuals and families during renovations.

SUGGESTED SUSTAINABILITY ACTIVITIES

1. Sustainability and funding planning

- Reimbursement models for eligible services
- Showcasing success stories and Return on Investment (ROI) to secure local appropriations and other opportunities

2. Community-led Implementation Partnership Models

- Expand capacity through train-the-trainer models for community-based partners
- Develop transition plans to migrate programs to an independent, community-led initiative that can persist without direct grant support

3. Infrastructure and Policy Planning

- Embed program into existing workflows and standard operations for the LHD
- Implement policy and systems changes to formalize and sustain interventions through local ordinances or institutional practices
- Integrate programs into value-based care initiatives that align with hospital, Medicare, Medicaid, and payer population health goals

4. Staff Development

- Crosstrain existing program staff to deliver and evaluate multiple interventions
- Utilize peer support models and integration of faith-based ministries that leverage trusted community-based workforce models
- Develop local workforce pipeline offering training and practicum opportunities to local students

PROGRAM EVALUATION

PERFORMANCE MEASURES

Below are simple instructions for developing performance measures to track progress on your new mobile health services programs. Remember that good performance measures should be Specific, Measurable, Achievable, Relevant, and Time-bound (SMART) and directly linked to the program's goals and objectives. If you need assistance developing performance measures, please reach out to the grant monitor.

1. Define your program's goal: Clearly state what the public health program aims to achieve.
2. Set measurable objectives: Identify specific outcomes your program wants to see and by when.
3. Choose performance measures: Select indicators that will show progress toward the objectives.
4. Collect and review data: Identify data sources and regularly track performance. *When possible, PHPA will collaborate to streamline data related to performance measurement using available data systems such as CRISP and population health surveillance systems, for example Immunet for vaccination rate improvement.*
5. Use results to improve the program: Compare results to targets, share findings, and make program adjustments as needed.

SHORT TERM OUTCOMES

- **Access to Care:** Increased access to preventive, primary, behavioral health, oral health, and specialty services in underserved communities through increased utilization of screenings, vaccinations, and chronic disease management services due to reduced isolation from geographic, transportation, and cost barriers to care.
- **System Transformation:** Expanded integration of mobile health services into the broader healthcare delivery system through data-driven planning, strategic resource allocation, adoption of innovative care delivery models with a strengthened emergency preparedness and community resilience infrastructure.
- **Care Coordination and Continuity:** Improved care coordination and continuity through effective referral pathways, closed-loop follow-up systems, regional care networks, and increased linkage to ongoing clinical, behavioral health, and supportive services.

- **Organizational Linkages:** Strengthened community and regional partnerships that increase stakeholder engagement in health planning and ensure mobile health services are aligned with community-identified needs and existing healthcare resources.
- **Sustainability:** Enhanced long-term program sustainability through expanded reimbursement capacity, development of future billing pathways, regional resource-sharing, and strengthened financial infrastructure to support continued service delivery beyond the grant period.

REPORTING REQUIREMENTS

All Quarterly Reports should be submitted via the [Submission Link](#).

Performance Measure Progress Report: Performance Measure Progress Reports must be submitted quarterly and should summarize progress toward established performance targets, including accomplishments, challenges, and any corrective actions taken during the timeframe.

Program Report	Timeframe	Due Date
Q1 Performance Measure Progress Report	July 1 - September 30, 2026	October 30, 2026
Q2 Performance Measure Progress Report	July 1- December 31, 2026	January 30, 2026
Q3 Performance Measure Progress Report	January 1 - March 31, 2027	April 30, 2026
Q4 Performance Measure Progress Report	January 1 - June 30, 2027	August 30, 2026

Regional Listening Sessions Report: LHDs are required to host at least one regional listening session by the end of Q1 with community stakeholders to gather feedback on mobile health service delivery and local priorities. LHDs must report whether or not a regional listening session was held, along with relevant findings or feedback, as part of their quarterly Performance Measure Progress Report.

Expenditure Reports: LHDs are required to submit quarterly expenditure reports in pdf format on the 440 form of the budget 4542 package via the [Submission Link](#).

Quarter	Timeframe	Due Date
Quarter 1	July 1, 2026 - September 30, 2026	October 30, 2026
Quarter 2	July 1, 2026 - December 31, 2026	January 30, 2026
Quarter 3	July 1, 2026 - March 31, 2027	April 30, 2026
Quarter 4 / End of Year	July 1, 2026 - June 30, 2027	August 30, 2026

USE OF FUNDS

Eligibility: In FY2027, 18 RHT-rural designated local health departments are eligible to receive funding. Please refer to the below County Budget Allocation Table for further funding information.

Indirect Cost: Indirect costs may not exceed 10%.

- Definition: Administrative costs as described by federal guidelines and includes facilities maintenance, utilities, finance, HR/payroll, and IT.
- Formula: Total Direct Cost - [Total Direct Cost / 1.1]

PCA Number: F578N

LHDs are subject to the applicable terms and conditions stated in the CMS Notice of Award Terms and Conditions that flow down to subrecipients ([Appendix D](#))

Additional Allowable Use of Funds:

- Salaries of LHD staff as attributable to their direct contribution to grant activities are permitted. LHDs should ensure that future allowable steps and COLAs are included.
- Stipends for local organizations or external partners to help offset costs related to program facilitation/implementation, planning, project coordination, training, and reporting as needed.
- Outreach and educational materials include printing, culturally appropriate advertisements placements, curriculum materials, and modifications/accommodations to increase access to programming.
- Program and educational supplies to support chosen components and activities.
- Incentives. Please follow LHD procurement guidelines, the FY 2027 Gift Card and Incentive Guidance. Incentives must be used to reduce barriers to participation and/or enable healthy behaviors.
- Meetings and community activities. Note: LHDs must follow applicable state and local protocols.
- Self-Management tools: Blood pressure cuffs may be purchased for use as teaching tools and for enrolled program participants. Blood pressure cuffs may not be given away during outreach events. Additional enablement tools such as oral hygiene kits, meal planning kits, physical activity kits, etc.

Funds may not be used for:

- [Supplanting](#): Grant funds must supplement, and not supplant, existing funding. Grantees may not use grant funds to replace, offset, or free up funds that would otherwise have been budgeted for or spent on the same activities, services, personnel, or costs.
- Duplication of Efforts: Grant funds may not be used for activities, services, personnel, or deliverables that are already funded, in whole or in part, through another source (ie. CRF). Grantees must ensure that grant-funded work is distinct from, and does not substantially overlap with, existing funded activities.
- In strict compliance with CMS regulations, RHTF fund allocations cannot be used for the direct purchase of food items. Funds are restricted to the operational infrastructure supporting the partnership.
- Gift cards to establishments that sell fast food, tobacco, cannabis and/or alcohol
- Lobbying

COUNTY BUDGET ALLOCATION TABLE

FY27 LHD Budget Allocation Table

LHDs are required to work across jurisdictional lines and coordinate regionally to maximize sustainability and asset sharing.

Region	Lead LHD and sub-jurisdictions	Award Number	Award Amount
Western MD	Garrett County	RHT009MH	\$1,267,255.00
	Allegany County	RHT001MH	\$1,267,255.00
	Washington County	RHT016MH	\$1,267,255.00
Southern MD	Calvert County	RHT002MH	\$1,267,255.00
	Charles County	RHT006MH	\$1,267,255.00
	St. Mary's County	RHT013MH	\$1,267,255.00
North Central MD	Carroll County	RHT004MH	\$1,267,255.00
	Frederick County	RHT008MH	\$1,267,255.00
North East MD	Harford County	RHT010MH	\$1,267,255.00
	Cecil County	RHT005MH	\$1,267,255.00
Mid-Shore MD	Caroline County	RHT003MH	\$1,267,255.00
	Dorchester County	RHT007MH	\$1,267,255.00
	Kent County	RHT011MH	\$1,267,255.00
	Queen Anne's County	RHT012MH	\$1,267,255.00
	Talbot County	RHT015MH	\$1,267,255.00
Lower Shore MD	Worcester County	RHT018MH	\$1,267,255.00
	Somerset County	RHT014MH	\$1,267,255.00
	Wicomico County	RHT017MH	\$1,267,255.00

BUDGET & WORK PLAN PROCESS & SUBMISSION

Budget Development Process

Each LHD should prepare their own UFD Form 4542 Budget Package reflecting the costs anticipated for program activities and staffing in their single jurisdiction. As of July 1, 2026, you may incur costs associated with personnel until PHPA has received CMS approval of your budget. Following CMS approval, the MDH Division of Grants and Local Health Accounting (DGLHA) will provide a copy of the approved budget package and other approved costs may be incurred.

Work Plan Development Process

Lead LHDs should work collaboratively with the LHDs within their assigned region to complete the provided work plan template. The work plan should reflect all program activities and staffing for the entire region.

Submission Deadlines

Due July 31, 2026: [Submission Link](#)

1. Submit Budget Information

- a. Jurisdiction Name
- b. Health Officer name and contact information
- c. Program Manager and their contact information
- d. [Attachment A](#) Budget Narrative (uploaded into submission form)
- e. **UFD Form 4542 Budget Package** (uploaded into submission form)

Due September 30, 2026: [Submission Link](#)

2. Submit Work Plan

a. [Appendix A](#) Work Plan

The work plan must include: Project Period and Annual Goals, Objectives, and Services/ Activities to be offered. Objectives must be written in a S.M.A.R.T. (Specific, Measurable, Attainable, Realistic, Time-bound) format. Data to be collected to measure the progress of the Objective(s). Staff who will be responsible for accomplishing the Objective(s).

Questions may be directed to:

Attn: Peter DeMartino

Subject: Rural Health Transformation: Mobile Health Services Program

E-mail: peter.demartino@maryland.gov

- End of Grant Guidance -

APPENDIX

The templates provided in the appendix are only provided as planning resources. The work plan, performance monitoring and evaluation plan, the staffing plan, and the incentive plan will be submitted in their respective links.

- A. [Work Plan Template](#)
- B. [Terms and Definitions](#)
- C. [Resources](#)
- D. [CMS Notice of Award \(NoA\) Terms and Conditions](#)

Attachments

- A. [Attachment A: Budget Narrative](#)

APPENDIX A: WORK PLAN TEMPLATE

Work Plan Template Instructions: Use this template to outline your selected components, activities, objectives, milestones, and key tasks for the project period. Duplicate the Table (below) for each individual you select. You may add additional rows as necessary for tasks as necessary. **Submit your Work Plan Online using this link:**

Due Wednesday, September 30, 2026

Definitions for use in this document:

- **Component:** The name of the components selected from the provided options in the Scope of Work section or other components as determined by the LHD.
- **Activity:** The program activities selected from the provided options in the Scope of Work section or other activities as determined by the LHD.
- **Objective:** S.M.A.R.T. (Specific, Measurable, Achievable, Realistic, Time-phased) statement you expect to achieve.
- **Milestones:** Mid-year and End-of-year deliverables indicating work plan progress.
- **Sub-activities:** A list of sequential key actions required to achieve your objective. These actions should be specific, measurable, and adequate in scope to accomplish the objective.

Component:			
SMART Objective:			
Key Partners			
Milestones:	Mid-year:	End of Year:	
Activity			
Sub-activities	Person Assigned	Start date	End date
1.			
2.			

3.			
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APPENDIX B: TERMS AND DEFINITIONS

Terms and Definitions

1. Community Partner
 - An organization, group, or institution that works directly with the public and helps address the social, behavioral, environmental, or cultural factors that influence health.
 - i. Advocacy organizations
 - ii. Community Based Organizations (CBOs)
 - iii. Community Centers
 - iv. Faith Based Organizations
 - v. Food banks
 - vi. Housing agencies
 - vii. Local government programs
 - viii. Maternal and Child Health (MCH)
 - ix. Non-Profit Organizations
 - x. Schools
 - xi. Women, Infants and Children (WIC)
2. Clinical Partner
 - A healthcare-focused organization or provider involved in delivering medical care, diagnosis, treatment, or health services.
 - i. Breast and Cervical Cancer (BCCP)
 - ii. Clinical or non-clinical cancer programs
 - iii. Providers/Primary Care Providers
 - iv. Pediatricians
 - v. Family Practice Physicians
 - vi. Hospitals/Health care systems/Clinics
 - vii. Federally Qualified Health Centers (FQHCs)
 - viii. Organizations serving those with disabilities
 - ix. Schools and school-based health centers
3. Food Providers
 - A network of entities that produce, redistribute, or deliver food to consumers through commercial, agricultural, or charitable means (e.g., farmers, food banks, food programs, medically tailored meals, etc.).
4. Health Coaching
 - A person-centered, goal-setting intervention lasting at least 30 minutes focused on long-term behavioral change. Unlike health education, coaching is participant-led and utilizes motivational interviewing to help individuals navigate personal barriers and achieve self-identified health goals.
5. Healthy Food
 - Food that is minimally processed and includes fresh, frozen, or canned fruits and vegetables, whole grains, proteins, and dairy with no added sugars or sodium.

6. Health Counseling
 - Brief health education lasting 5-15 minutes including distributing materials, providing basic information, and referring individuals to more intensive services.
7. Health Education Demonstrations
 - Practical, visual presentations where an instructor shows participants how to perform a specific health-related task (e.g., healthy cooking techniques, physical activity movements, proper use of a glucose monitor, or correct blood pressure self-monitoring).
8. Health Education Sessions
 - A structured, one-time, learning encounter lasting at least 30–45 minutes that follows a defined lesson plan, learning objectives, and includes a pre and post test to gauge knowledge change.
9. Health Education Workshops
 - A series of structured, interactive learning modules designed to build specific skills and facilitate behavior change. These are usually multi-session and involve active participant engagement and goal setting.
10. Health Communication Strategy Examples
 - Print Materials: Vinyl banners at school entrances, yard signs for neighbors along walking routes, educational handouts/brochures, printed walking routes maps, safety tip cards, high-visibility stickers for bikes, backpacks, wheelchairs, and helmets
 - Digital Materials: Static graphics for websites, digital infographics on pedestrian safety, electronic flyers for events, and downloadable safety checklists
 - Partnership Channels: Leverage school board, PTA/PTO groups, partners, and other networks to expand the reach of print and digital materials.
 - Omnichannel Digital Distribution: Using school-wide e-blasts, e-newsletters, and mobile text alerts to ensure safety information reaches parents and students where they are most active.
 - Social Media: Dedicated posts, stories, and reels on platforms such as Instagram, YouTube, Twitter/X, and Facebook
 - Broadcasting: Radio "PSA" (Public Service Announcement) spots, guest appearances on local podcasts, and targeted ad placements through digital streaming services
 - Outreach and Engagement: Educational webinars, community-led blogs, school newspaper articles, and interactive booths at community or school-based events (e.g., Back-to-School Night, National Night Out)
11. Healthy Food Access Points
 - Any retail or non-retail location where community members can obtain healthy food (e.g., farmers markets, grocers, supermarkets, corner stores, gardens, food banks, CSAs, etc.)
12. Lifestyle Change Programs
 - Evidence-based, structured interventions (such as the National DPP or HHA) that focus on behavior modification. These programs typically last several months, and emphasize sustainable changes in nutrition, physical activity, and stress management to prevent or manage chronic conditions.
13. Self-Management Support Tools
 - Program materials that reinforce self-management skills and maintenance. Examples: Blood pressure cuff, pedometer, toothbrush, pill organizers, portion meal planning lunch boxes.

14. Supplantation

- A prohibited process where a jurisdiction or government entity diminishes existing local financial support for a specific initiative, primarily due to the availability or anticipation of federal funding to cover the same costs.

15. Ultra Processed Foods

- Commonly referred to as UPFs, ultra processed foods are highly processed, nutrient-deficient foods. They contribute to a range of negative health outcomes, including cardiovascular disease, obesity and certain cancers. It is estimated that 70% of the U.S. food supply consists of foods commonly considered ultra-processed, and that children get over 60% of their calories from such foods.

<https://www.fda.gov/food/nutrition-food-labeling-and-critical-foods/ultra-processed-foods>

16. Whole Person Approach

- A holistic framework for health that moves beyond treating a single symptom or disease to address the interconnected needs of the individual to improve overall well-being.

17. Collective Impact

- A structured, cross-sector framework designed to solve complex social and economic problems that no single organization can address on its own. It required five core conditions to be met: 1) a common agenda, 2) Shared/common measures, 3) Mutually reinforcing activities, 4) Continuous communication, and 5) a backbone organization.

Evaluation Metric Descriptions

1. Direct Encounters

- A personalized interaction between a program staff member and a participant that involves direct engagement, data collection, or service delivery. This includes encounters such as health education sessions, coaching, or clinical screenings where a specific individual is reached and their participation is documented. This is distinct from passive outreach or broad media impressions

2. Impressions

- The total number of times a specific health communication or marketing message (e.g., social media posts, flyers, billboards, or PSAs) is potentially viewed by the target audience. This metric measures reach and saturation rather than direct engagement.

3. National DPP Risk Reduction

- Participants in National DPP meet risk reduction if they achieved at least 1 of the following: 1) minimum 5% weight loss, 2) min 4% weight loss and minimum 8 sessions associated with min. avg. 150 minutes/week of PA, 3) min 4% weight loss and min 17 sessions attended, or 4) minimum 0.2% A1c reduction.

4. National DPP Concluder

- Participants who have had a year lapse since their first session was attended.

5. National DPP Completer

- Completers are concluders who attended 8+ sessions in months 1-6 and who had 9+ months between first and last session attended.

6. Program agility composite score:

- A multi-dimensional, weighted metric that evaluates local infrastructure flexibility. The score aggregates performance across four core domains: funding stability, staff

cross-training, inter-program interoperability, and operational integration into the Local Health Department (LHD). To be provided mid-year.

7. Indicators

- A specific, observable, and measurable characteristic or change that shows progress toward achieving a specified outcome.

8. Data Source

- The specific, identifiable system, tool, database, or document from which indicator data is obtained and verified. Examples include Electronic Health Records (EHRs), signed participant attendance logs, inventory logs, Social Media analytics dashboards, etc.

9. Milestones

- Significant markers that signal the completion of a major phase, deliverable, or step along the work plan's timeline. While performance measures track *continuous* work, milestones are a *binary* snapshot —meaning they are either fully achieved or not. These implementation checkpoints answer the question *"What critical checkpoints or major deadlines must we hit to prove our program is on schedule?"*

10. Program Performance Measures

- Quantifiable data points used to continuously track the implementation, execution, and operations. Measuring direct output, these measures answer the question, *"How much did we do, and how well did we do it?"*

11. Program Evaluation Indicator & Common/Shared Measure

- A standardized set of mandatory metrics required of all grantees to establish a uniform baseline for statewide data aggregation to effectively evaluate [collective impact](#). *"What core data points must every single jurisdiction collect identically so the state can prove our collective impact?"*

12. Lifestyle Change Program Measure

- Conditional, evidence-based metrics specifically designated for structured health education cohorts such as the National DPP, Walk with Ease, or HHA. These measures assess *"How well is the evidence-based program being implemented to its original intent?"*

13. Impact Measure

- High-level metrics that assess the ultimate real-world change and structural success of the program within the target population, such as concrete health system shifts, environmental transformations, a reduction in food insecurity, or a return on investment.

14. Short-term Outcomes

- Immediate, measurable changes in a participant's knowledge, attitudes, or behavioral intentions directly following an intervention (e.g., intent to increase fruit/vegetable intake). They answer the question, *"What immediate mental shifts or personal intentions did our participants walk away with as a result of the intervention?"*

15. Long-term Outcomes

- Sustained, lasting changes in behaviors, environmental policies, or clinical health markers that manifest over an extended period, such as permanent policy adoptions,

built environment transformations, or measurable drops in biometric markers (A1c, blood pressure).

APPENDIX C: PERFORMANCE MEASURES EXAMPLES

Performance Measures are a standardized set of shared data points that all grantees are required to collect, track, and report, regardless of their specific local project variations and adaptations. Each Local Health Department (LHD) has the flexibility to tailor its interventions to the unique needs of its jurisdiction. Common Measures establish a uniform, statewide baseline that enables MDH to evaluate the [collective impact](#) of the entire program.

The following list is meant as an example. These are not general required elements but meant to provide a model to build subregional and jurisdictional measures.

1. To what extent has public health education, outreach and communication disseminated through the community. (Reach)
 - Number of direct encounters
 - Percentage (%) of direct encounters screened for chronic disease risks and referred
 - Number of participants in health education sessions (categorized by topic area)
 - Frequency and duration of health communication messages
 - Number of lifestyle change program cohorts completed*
 - Number of participants in lifestyle change programs*
 - Number of participants who call the Maryland Tobacco Quitline or participate in cessation classes
2. To what extent have prevention education efforts affected the awareness, knowledge and intention of participants. (Effectiveness - Knowledge)
 - Percentage (%) change in participant awareness
 - Percentage (%) change in participant knowledge
 - Percentage (%) change in participant health behavior intention
 - Percentage (%) of participants reporting an intent to increase healthy food consumption
 - Percentage (%) of participants reporting an intent to decrease ultra processed food consumption
3. To what extent have lifestyle change efforts affected the knowledge, skills, and confidence of participants regarding tobacco avoidance, chronic disease self-management, and nutrition. (Effectiveness- Lifestyle)
 - Percentage (%) enrollees retained*
 - Percentage (%) change in enrollees' knowledge*
 - Percentage (%) change in enrollees' skill mastery*
 - Percentage (%) change in enrollees' confidence*
 - Percentage (%) Change in clinical/biometric (as described by the specific program focus, e.g., blood pressure, blood glucose)*

4. To what extent are local community-based organizations (CBO) and health systems adopting standardized risks screening for chronic diseases. (Process Adoption)
 - a. Number and percentage (%) of LHD organizational partners formally adopting standardized risks screening
 - b. Number of partner and provider workforce trained in using standardized risks screening
 - c. Percentage (%) change in confidence among partners and providers educated on standardized risks screening
 - d. Percentage (%) of the defined population screened for chronic disease risks
5. To what extent are local and community-based organizations and health systems adopting HIT systems such as CRISP to conduct closed loop referral loops. (HIT Adoption)
 - a. Number and percent (%) of LHD organizational partners formally adopting CRISP to conduct closed loop referral loops
 - b. Number of partner and provider workforce trained in using CRISP to make closed-loop referrals
 - c. Percentage (%) change in confidence among partners and providers educated on closed loop referrals
 - d. Percent (%) of screened individuals referred for social service support needs (e.g., food, transportation, etc.)
 - e. Percent (%) of referrals closed within 30 days
6. To what extent are LHDs organizationally agile and prepared to sustain the integration of tobacco, nutrition, and chronic disease self-management programs. (Sustainability)
 - a. Number of updated operational documents (e.g., integrated intake and risk screening forms, cross-program referral workflows, job descriptions, joint MOUs, etc.)
 - b. Percentage (%) of the total LHD workforce cross-trained in integrated tobacco, nutrition, or chronic disease management protocols
 - c. End of year program agility composite score
7. To what extent has demand for healthy food options been generated among people managing chronic diseases. (Impact)
 - a. Percentage (%) change in participant readiness to adopt healthy dietary behaviors
 - b. Percentage (%) change in participant behavior intention to consume healthy foods
 - c. Percentage (%) change in food insecurity risk among chronic disease program participants who were screened and referred to food access points
 - d. Percentage (%) of distributed food benefits/vouchers successfully redeemed by participants (e.g., SNAP, or local fruit/vegetable incentives, others)

APPENDIX C: RESOURCES

Center for Tobacco Prevention and Control (CTPC)

Tobacco Use Prevention and Cessation Resources

Tobacco Youth Outreach

Statewide Youth Engagement Initiative - The state is leading a youth-led, adult-guided statewide tobacco prevention movement; local engagement is a key component. CTPC partnered with CADCA to assess the current status of youth-focused programs and resources available across the state throughout FY26. A new Youth Engagement Initiative will begin in FY27. In addition, local chapters are expected to be established to further support this initiative.

- [The Tobacco Prevention Toolkit](#) from Stanford Medicine is an educational resource that can be adapted to meet the needs of educators and students in different settings.
- A [youth-focused curriculum](#) is available from the Truth Initiative.
- [FAQ](#) for schools on how to safely dispose of e-cigarette waste.

Tobacco Health System Partnerships

Maryland Tobacco Resource Center [Trainings Page](#)

- Brief Interventions and Fax to assist training
- BH2 – Breaking the Habit in Behavioral Health: New Hope for Clients who Smoke

Administrator and Staff Trainings: [Treating Tobacco Dependence Practice Manual](#)

Tobacco Mass Reach Health Communications

- CTPC promotes the [Quitline](#) and Live Vape Free services by airing ads on transit, TV, digital mediums, in hospitals and waiting rooms, and on the radio in grocery stores.
- The [Responsible Tobacco Retailer](#) campaign educates retailers on how to comply with youth tobacco sales laws and reduce youth access to tobacco products. CTPC mails all tobacco retailers a packet that contains resources regarding the tobacco sales law.
- CTPC focuses on youth e-cigarette prevention and cessation through [The Vape Experiment](#) campaign. The campaign delivers facts about e-cigarette risks and health effects. The campaign includes static and video ads placed on social media popular with young people, including Instagram, Snapchat, and streaming video ads.
- CDC's [Tips from Former Smokers](#) campaign profiles diverse groups of people who live with the serious long-term health effects of smoking or exposure to secondhand smoke.
- [CDC Media Campaign Resource Center](#) - national repository of media assets from other states.

Surveillance and Evaluation: ***CTPC staff are available to assist with data requests and to navigate online tools.*

- The [Maryland Youth Risk Behavior Survey/Youth Tobacco Survey \(YRBS/YTS\)](#) is a school-based survey conducted in the fall of even years in public middle and high schools. The most recent cycle of data collection was completed on December 9, 2023.

- The [Behavioral Risk Factor Surveillance Survey \(BRFSS\)](#) is an annual telephone survey housed within the Center for Chronic Disease Prevention and Control that measures adult risk behaviors. CTPC provides support for an expanded tobacco section. The most recent data available is from CY 2021.
- [Youth Pandemic Behavior Survey \(YPBS\)](#): An online survey of Maryland high school students measuring youth risk behaviors administered in 2021 and 2023.
- The [Point of Sale Toolkit \(POST\)](#) is an innovative data collection software developed by Counter Tools that maps tobacco retail data and increases efficiency in conducting compliance checks, providing retailer education, and completing store assessments.
- [MDAT](#) is an online data querying tool for users to analyze Maryland BRFSS and YRBS/YTS data. CTPC staff are available to navigate this tool.

Policy Support

The [Legal Resource Center for Public Health Policy \(LRC\)](#) at the University of Maryland, Carey School of Law tracks tobacco control policy during the legislative session and provides technical assistance to LHDs and other partners on federal, state, and local level tobacco control laws, regulations, and policy.

Maryland Tobacco Quitline:

- CTPC funds the Maryland Tobacco Quitline (Quitline) with State and Federal funding. The Quitline is a phone, web, and text-based program that offers highly trained Quit Coaches who help Maryland residents aged 13+ quit tobacco use. Services are confidential and are provided in English, Spanish (1-855-DEJELO-YA) and other languages. The Quitline is available 24 hours a day, 7 days a week, and offers **FREE** Nicotine Replacement Therapy (e.g., gum, patch, lozenge) for those 18 and older.
- Visit [SmokingStopsHere.com](https://smokingstops.com), call **1-800-QUIT-NOW (1-800-784-8669)**, or adults can text **READY to 21586** or text **LISTO to 21586** for Spanish communication.
- Text-based cessation program for youth, ages 13-17, text **"VAPEFREE" to 873-373**.
- The [Live Vape Free Program](#) is focused on supporting parents and other concerned adults to support youth to quit vaping. This online learning program is designed to provide the insights needed for getting started, tips and tools, and resources for ongoing support.
- For Quitline inquiries or data reports, please contact Shakila Johnson at shakila.johnson@maryland.gov.

Tobacco Control Resource Center

The Maryland Tobacco Control Resource Center ([TCRC](#)) is funded jointly by CTPC and the MDH Behavioral Health Administration. The mission of TCRC is to link professionals and providers to state tobacco control initiatives, to provide evidence-based, effective resources and tools to local programs, to create and support an extensive, collaborative network of tobacco prevention and cessation professionals, and to provide a forum for sharing best practices throughout the state of Maryland. University of Maryland Baltimore now oversees the TCRC and CTPC can link local programs to the TCRC, if desired.

Chronic Disease Management Resources

- **Diabetes and Chronic Disease Programs**
 - [DPRP Standards and Operating Procedures](#)
 - [CDC Diabetes Prevention Program](#)
 - [Healthy Heart Ambassador Program](#)
- **Epidemiology and Data Resources**
 - [Chronic Disease Burden Tables](#)
 - [Maryland Diabetes Action Plan](#)
- **Communication and Media Toolkits**
 - [DSMES Promotion Playbook Resources](#)
 - Know Your Risk is a prediabetes media toolkit developed by the Cancer and Chronic Disease Bureau. For more information about the Know Your Risk toolkit, please reach out to [mdh.chronicdisease@maryland.gov]
- **Implementation Resources**
 - [Evidence-Based Programs: Implementation Fidelity and Adaptation Guidebook](#)
 - [Spotlight Model for Adaptation](#)
 - [Understanding and Planning for Sustainability](#)
 - <https://sustaintool.org/psat/>
 - [Community Preventive Services Task Force Findings](#)
 - [Operationalizing Goals to Maximize Public Health Planning](#)
 - [Creating Successful Collaboration Structures in Public Health Initiatives](#)
- **Evaluation Resources**
 - [Social Vulnerability Index](#)
 - [MD BRFSS](#)
 - [CDC PLACES](#)
 - [Uniform Data System \(UDS\) - Maryland Health Center Program](#)
- **Sustainability Planning**
 - [Program Sustainability Assessment Tool](#)
- **Office of Oral Health Resources**
 - Oral Health Education Resource Request: <https://health.maryland.gov/phpa/oralhealth/Pages/materials.aspx>
 - Maryland Oral Health Resource Guide 2026 Edition: <https://health.maryland.gov/phpa/oralhealth/Documents/ResourceGuide.pdf>
 - Ava Roberts Oral Health Symposium 2026, to be announced
 - For technical support: E-mail: mdh.oralhealth@maryland.gov
- **Department of Agriculture Resources**
 - [Maryland Market Money \(MMM\) Program](#)
 - [Farmers Market Programs](#)
 - [USDA Farmers SNAP Application](#)
 - [Community Supported Agriculture \(CSA\)](#)

- **Housing and Community Development Resources**
 - LHDs can find their food security scores and indicators here: <https://compass.maryland.gov/map/>
 - [NourishMD Grant Program](#)
 - [Fresh Food Financing Initiative](#)
 - [The Community Guide](#)
- **CRISP Resources**
 - Onboarding with CRISP: <https://www.crisphealth.org/onboarding/>

APPENDIX D: CMS Notice of Award (NoA) Terms and Conditions

1. Applicable terms and conditions stated in the NoA flow down to subrecipients. In addition, all relevant project requirements and definitions outlined in the NOFO (CMS-RHT-26-001) and the FAQ apply. Appendices D, E, and F provide the full list of terms and conditions, which are incorporated by reference into Appendix C.
2. Continued funding from CMS is conditional on the availability of appropriated funds, satisfactory performance, reporting, and compliance.
3. Subrecipients must:
 - a. Use subawards for authorized purposes for the program referenced in the NoA and described in the NOFO and outlined in the approved application to positively affect rural areas and rural residents. This includes any approved revisions, as applicable, made subsequent to the approved application;
 - b. Comply with Federal statutes, regulations, and the terms and conditions of the subaward;
 - c. Achieve subaward performance goals; and
 - d. Adhere to the implementation plan and timeline included in the approved application.
 - e. Comply with the requirements and limitations related to the use of funds:
 - i. Each budget narrative activity/cost must be described and fully itemized.
 - ii. TBD line items will remain restricted until finalized.
 - iii. CMS must provide prior approval prior to funds draw down.
 - iv. Subrecipients must record expenses in real time.
4. 2 CFR 200.331, subrecipient and contractor determinations, and 2 CFR 200.332, requirements for pass-through entities, are incorporated by reference.
5. Under the Cooperative Agreement CMS will have substantial programmatic involvement. Maryland will need to seek CMS prior approval for:
 - a. Budget revisions expected to exceed 10 percent of the total budget as last approved.
 - b. Subaward activities not yet proposed or approved;
 - c. Consultant/contract activities not yet proposed or approved;
 - d. Changes in scope;
 - e. Lifting of funding restrictions;
 - f. Removal of non-compliance plans;
 - g. Key personnel changes;
 - h. Equipment and other capital expenditures 2 CFR 200.439; and
 - i. Rearrangement and reversion costs 2 CFR 200.462
 - j. Activities that require prior approval are further detailed in HHS grant 2 CFR 200.407, Prior written approval (prior approval), 2 CFR 200.308, Revision of budget and program plans, and the HHS Grants Policy Statement.
6. A complete description and cost breakdown must be provided to CMS for each consultant, subrecipient, or contract upon selection. Any required contractual reporting information should be updated, as necessary, to reflect the specific subrecipient/contractor/ consultant selected. Please review the “CMS Guidance for Preparing a Budget Request and Narrative” (Section F) for further guidance on these requirements:

<https://www.cms.gov/about-cms/work-us/cms-grants-cooperative-agreements/how-apply-cms-grants/cms-guidance-preparing-budget-request-narrative>

7. Limitations on use of funds include:
- a. Administrative costs, including indirect and direct costs, are capped at 10% per budget period.
 - b. Any program income (money earned from award-supported activities) must be used for the purposes and under the conditions of the award.
 - c. Minor renovations or alterations allowable only with CMS prior approval to ensure long-term overhead and upkeep costs are commensurate with patient volume, subject to restrictions in the funding policies and limitations section of the NOFO. Funding used for minor renovation or alterations cannot exceed 20% of the total funding awarded to SORH in each budget period.
 - d. Workforce activities must require a commitment for recipients of RHTP financial incentives to serve rural communities for a minimum of five years. Under the uses of funds described in statute, there is a minimum five-year commitment for clinical workforce talent to serve rural communities who benefit from recruiting and retention initiatives funded by RHTP. Relevant workforce initiatives need guardrails to meet this statutory requirement. See NOFO for further specifics on allowable expenses and funding guidelines.
 - e. Direct health care services allowable if justified why they are not already reimbursable, how the payment will fill a gap in care coverage (such as uncompensated care or services not covered by insurance), and/or how they transform the current care delivery model. CMS will have final approval of whether proposed services are allowable.
 - f. Funding used for provider payments, defined in the NOFO as providing payments to health care providers for the provision of health care items or services, cannot exceed 15% of the total funding awarded to SORH in a given budget period.
 - g. No more than 5% of total funding awarded to SORH in a given budget period can support funding the replacement of an Electronic Medical Record (EMR) system if a previous HITECH certified EMR system is already in place as of September 1, 2025.
 - h. Funding towards initiatives similar to the “Rural Tech Catalyst Fund Initiative,” as described in the NOFO Appendix (pages 115-118), cannot exceed the lesser of (1) 10% of total funding awarded to the Recipient in a given budget period or (2) \$20M of total funding awarded to SORH in a given budget period.
 - i. SSA 2105(c), paragraphs (1), (7), and (9) apply as funding limitations. These limitations are related to general limitations, limitations on payment for abortions, and citizenship documentation requirements for payments made with respect to an individual.
 - j. Salary Limitations: None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. The Executive Level II rate changes each year, refer to the most recent information posted on the [Office of Personnel Management website](#). The January 2026 salary cap is [here](#).
 - k. Subrecipients must comply with the cost principles set forth in HHS regulations at 2 CFR 200, Subpart E. Subrecipients must also use these principles as a guide in

pricing fixed-price contracts and subcontracts when costs are used in determining the appropriate price. Hospitals must follow Appendix IX to 2 CFR 300. Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.

- l. For-profit recipients are subject to 48 CFR subpart 31.22 For more detailed information on applicability and exemptions, refer to 2 CFR 200.401.
8. Unallowable costs include:
 - a. Pre-award costs.
 - b. Goods or services not allocable to the approved project. Using funds in a manner inconsistent with activities described in the approved application, on activities explicitly limited or prohibited in the Terms and Conditions, and/or on activities not approved by CMS is a violation of the agreement.
 - c. Meeting matching requirements for any other federal funds or local entities.
 - d. An expenditure that is attributable to an intergovernmental transfer, certified public expenditure, or any other expenditure to finance the non-Federal share of expenditures required under any provision of law.
 - e. Services, equipment, or supports that are the legal responsibility of another party under federal, State, or tribal law, such as vocational rehabilitation or education services.
 - f. Duplicate payments. Funds may not be used to replace payment for clinical services that could be reimbursed by insurance. Funds also may not be used for payments to clinical services if they duplicate billable services and/or attempt to change the payment amounts of existing fee schedules.
 - g. Supplanting (not supplementing) non-federal funds that have been budgeted for the same purpose through non-federal sources including existing State, local, tribal, or private funding.
 - h. Federal award funds must supplement, not replace (supplant) non-federal funds. All recipients who receive awards under programs must ensure that federal funds do not supplant funds.
 - i. Funds may not be used for clinician salaries. Funds also may not be used for wage supports for facilities that subject clinicians to non-compete contractual limitations. This applies only to salaries and wages funded by the cooperative agreement award through an approved initiative described in the approved application.
 - j. Construction or building expansion, purchasing or significant retrofitting of buildings, cosmetic upgrades, or any other cost that materially increases the value of the capital or useful life as a direct cost.
 - k. The cost of independent research and development, including their proportionate share of indirect costs. See 2 CFR 300.477.
 - l. Purchase of certain telecommunications and video surveillance equipment (See 2 CFR 200.216) as well as financial assistance to households for installation and monthly broadband internet costs.
 - m. Meals, unless in limited circumstances as described in the NoA.
 - n. Initiatives that fund certain cosmetic and experimental procedures that fall within the definition of a specified sex-trait modification procedure at 45 CFR 156.400 because that is beyond the scope of this program.

- o. Profit to any recipient even if the recipient is a for-profit organization. Profit is any amount in excess of allowable direct and indirect costs.
 - p. Activities prohibited under 2 CFR 200.450 and the HHS Grants Policy Statement related to lobbying and influencing the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any State government, State legislature, local legislature or legislative body.
 - q. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. Costs of advertising and public relations designed solely to promote the non-Federal entity.
9. CMS Standard Grant and Cooperative Agreement Terms and Conditions are applicable to RHTP. In summary, this includes the following:
- a. Compliance with all federal laws as amended and their requirements
 - b. Antidiscrimination laws;
 - c. Title VI of the Civil Rights Act of 1964;
 - d. Section 504 of the Rehabilitation Act of 1973;
 - e. Title IX of the Education Amendments of 1972;
 - f. Age Discrimination Act of 1975;
 - g. Section 1557 of the Patient Protection and Affordable Care Act; and
 - h. As applicable, Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C.;
 - i. Administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this NoA, as applicable, in the Uniform Guidance – 2 CFR 200 and 2 CFR 300.
 - j. Privacy and Security of Health Information. Subrecipients shall put all appropriate regulatory, administrative, technical, and physical safeguards in place before applicable program activities begin to protect the privacy and security of individually identifiable health information.
 - k. Mandate that all Federal contractors, subcontractors, recipients, subrecipients, or personal services contractors, must inform their employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - l. Prompt disclosure, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
10. Additional administrative requirements:
- a. Collaborate with SORH and CMS staff to implement and monitor the project.
 - b. Participate in all monitoring activities requested by CMS and/or its contractor(s).
 - c. Participate in program evaluation activities requested by CMS and/or its contractor(s).
 - d. Participate in program audit activities requested by CMS and/or its contractor(s).

- e. SAM and UEI: Maintain current information in SAM and review and update the information at least once a year after the initial registration to remain active, and more frequently if required by changes in the information.
- f. Comply with the Stevens Amendment to include the following language acknowledging federal assistance when issuing any public facing materials including statements, presentations, press releases, publications, requests for proposals, bid solicitations, and other documents: “The Maryland Rural Health Transformation Program is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$168,180,837.61 with 100 percent funded by CMS/HHS. The contents of this [e.g., meeting] are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government.”
- g. Prior to use, publication, or distribution, share any public facing materials (including but not limited to statements, presentations, press releases, publications, requests for proposals, bid solicitations, and other documents) with SORH Agreement Monitor for review and approval.
- h. Comply with requirements related to use of data and work products and making sure no subaward is made to an entity that is debarred, suspended, or ineligible.
- i. Requirements for certification of non-duplication, assessment, and administrative controls. All recipients of RHTP funding will be required to complete an attestation that their activities will 1) serve a rural community, and 2) the proposed activities and funding do not supplant other funding sources. Each Partner must include the attestation and funding assessment as attachments to this agreement. The funding assessment will ensure planned use of RHTP funds are consistent with RHTP non-duplication requirements. The assessment will identify current funding for related activities and clarify how the recipient’s activities are clearly distinct. Grantees will be required to document their administrative controls for maintaining compliance with the non-duplication requirements. The documentation must address their financial reporting processes for tracking expenses and allocating costs among different funding streams. Grantees will be required to describe their internal controls and monitoring of subcontracts for compliance. All subrecipient and grantee agreements will include language that certifies that RHTP funding will not supplant existing funding sources. Grantees will be required to provide invoices at least quarterly with details that describe activities during the period. Annually, RHTP grantees will provide an updated funding assessment of RHTP funding and related funding sources, ensuring RHTP activities are distinct from activities supported by other funding sources.

Purpose

Federal Rural Health Transformation Program (RHTP) funds **must serve rural communities and must supplement, not supplant, existing funding sources**. Awardees must attest that RHTP funds will serve rural communities and any RHTP funds will supplement, not supplant, existing funding sources. Awardees must disclose any related funding sources that could potentially overlap with the proposed activities.

Section 1 – Attestation

By signing below, the awardee certifies that:

- ☐ The activities proposed under this RHTP application **serve rural communities** consistent with RHTP program objectives.
- ☐ The proposed activities **do not duplicate or supplant other funding sources**.

Authorized Representative

Name: _____
Title: _____
Organization: _____
Signature: _____
Date: _____

Section 2 – Funding Assessment

Awardees must identify **any existing funding sources** that relate to the proposed activities and explain how RHTP funding is **distinct and non-duplicative**. (Add rows if necessary)

RHTP Funding Duplication Assessment		
RHTP Proposed Activity	Related Funding Sources	How RHTP Funding is New and Distinct?

- End of Appendix -



Memo

To: Mayor and Council
From: Allen Swiger, Deputy City Administrator
Date: July 17, 2026
Subject: Reallocation of PAYGO Funds to the City Park Master Plan Project - 1st reading

The ordinance authorizes the reallocation of unexpended PAYGO funds from the completed St. Peters Main Street Project and the Schumaker Pond Project to the City Park Master Plan Project. Upon completion of the St. Peters Main Street Project and the Schumaker Pond Project, unexpended PAYGO funds remained available within those project accounts. The proposed ordinance transfers these remaining funds to the City Park Master Plan Project to support continued planning and implementation efforts.

The budget amendment reallocates the following amounts:

- St. Peters Main Street Project:
 - o Interest: \$17,692.00
 - o Transfer: \$117.88
 - o Construction: \$17,809.88
- Schumaker Pond Project:
 - o PAYGO: \$20,000.00
 - o Construction: \$20,000.00

These funds are reallocated to the City Park Master Plan Project as follows:

- Interest: \$17,692.00
- Transfer: \$117.88
- PAYGO: \$20,000.00
- Construction: \$37,809.88

The total amount being reallocated is \$37,809.88. This action does not require any additional City funding or increase the overall General Capital Project Fund budget. It simply reallocates existing PAYGO appropriations from completed projects to a current capital project where the funds can be effectively utilized.

Attachment(s):

[Ord3015](#)

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ORDINANCE NO. 3015

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE
MAYOR TO REALLOCATE PAYGO FUNDS FROM THE ST. PETERS
MAIN STREET PROJECT AND THE SCHUMAKER POND PROJECT TO
THE CITY PARK MASTER PLAN PROJECT.**

WHEREAS, the City of Salisbury has completed the St. Peters Main Street Project and the Schumaker Pond Project and has determined that unexpended PAYGO funds remain available within those projects for reallocation; and

WHEREAS, the City has determined that additional PAYGO funding is needed to support the City Park Master Plan Project and that reallocating the remaining unexpended PAYGO funds from the St. Peters Main Street Project and the Schumaker Pond Project will provide the necessary funding for that project; and

WHEREAS, the reallocation of these funds will allow the City to efficiently utilize available capital resources while advancing the implementation of the City Park Master Plan Project; and

WHEREAS, pursuant to the City Charter, such appropriations must be made upon the recommendation of the Mayor and approved by at least four-fifths of the Council of the City of Salisbury.

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

Section 1. Mayor Randolph J. Taylor is hereby authorized to reallocate and to appropriate funds as set forth in Section 2 of this Ordinance for the projects identified herein.

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

Section 2. The General Capital Project Fund Budget of the City of Salisbury shall be and hereby is amended as follows:

Account	Project Description		Amount
98002-456110-48022	St. Peters Main Street Interest	Decrease	17,692.00
98002-469110-48022	St. Peters Main Street Transfer	Decrease	117.88
98002-513026-48022	St. Peters Main Street Construction	Decrease	17,809.88
98002-469313-48086	Schumaker Pond Paygo	Decrease	20,000.00
98002-513026-48086	Schumaker Pond Construction	Decrease	20,000.00
98002-456110-48019	City Park Master Plan Interest	Increase	17,692.00
98002-469110-48019	City Park Master Plan Transfer	Increase	117.88
98002-469313-48019	City Park Master Plan Paygo	Increase	20,000.00
98102-513026-48019	City Park Master Plan Construction	Increase	37,809.88

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

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

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

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

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51 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
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53 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
54 Salisbury held on the 10 day of August, 2026 and thereafter, a statement of the substance of the Ordinance
55 having been published as required by law, in the meantime, was finally passed by the Council of the City
56 of Salisbury on the _____ day of _____, 2026.

57
58 **ATTEST:**
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61 _____
62 **Julie A. English, City Clerk**

April R. Jackson, City Council President

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64 Approved by me, this _____ day of _____, 2026.
65

66 _____
67 **Randolph J. Taylor, Mayor**
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