



CITY OF SALISBURY

125 N. Division Street, Salisbury, MD 21801

LEGISLATIVE SESSION

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

Monday, March 23, 2026 7:00 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 - Rev. Howard Travers - Nu-Lyfe Church

PROCLAMATION

- Endometriosis Awareness Month Proclamation
- Developmental Disabilities Month Proclamation

PRESENTATIONS

- Citizen Award - Presented by Mayor Taylor

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

CONSENT AGENDA

- Meeting Minutes
 - January 5, 2026 Goal Setting Session
 - January 12, 2026 Legislative Session
 - January 12, 2026 Work Session
 - February 2, 2026 Closed Session
 - February 2, 2026 Legislative Session
 - February 2, 2026 Work Session
 - February 9, 2026 Legislative Session

AWARD OF BIDS

- Award of Bids
 1. ITB A-26-115 Citywide HVAC Services
 2. ITB A-26-112 Citywide Electric Repair Services
 3. ITB A-26-104 Generator Maintenance

DECLARATION OF SURPLUS

- Declaration of Surplus
 1. 25 Motorola Radios SFD
 2. 1 Motorola Radio SPD
 3. 1 Service K-9 SPD

4. 1 Service Weapon SPD
5. 2014 Chevrolet Caprice SPD
6. 2014 Ford Explorer SPD

RESOLUTION

- Resolution Acceptance and Surplus of Forfeited Vehicles
Resolution No. 3466 - to accept and declare as surplus two forfeited vehicles.

PUBLIC HEARING

- Specialty Shop Ordinance - 2nd Reading
Ordinance No. 2983 - amending Chapter 04.120 of the Salisbury City Code to revise the definition of a "specialty" shop.

ORDINANCES

- Authorization of General Obligation Bonds, Bond Anticipation Notes, and Refunding Bonds FY2026 Capital Projects -2nd Reading
Ordinance No. 2979 - of the Council (The "Council") To Authorize And Empower City Of Salisbury (The "City") To Sell And Issue From Time To Time, Upon Its Full Faith And Credit, One Or More Series Of (1)(A) General Obligation Bonds And (B) General Obligation Bond Anticipation Notes, Each In An Original Aggregate Principal Amount Not To Exceed Three Million Dollars (\$3,000,000), And (2) General Obligation Refunding Bonds, Subject To The Limitations Provided For Herein, The Proceeds Of The Sale Thereof To Be Used And Applied For The Public Purpose Of Financing, Reimbursing Or Refinancing Costs Of The Public Purpose Projects Identified Herein As Neighborhood Infrastructure Improvements, Naylor Mill Road Bridge Replacement, Exhibit/Facility Improvements Aza Reaccreditation, Poplar Hill Building Improvements (Shutter, HVAC, Siding), Westside Community Center, And Costs Of Issuance; Specifying The Maximum Original Aggregate Principal Amount Of The Bonds Or Bond Anticipation Notes Provided For Herein To Be Allocated To Each Such Project, Subject To Reallocation By The City As Described Herein; Providing That The Council By Resolution Shall Determine, Approve Or Provide For Various Matters Relating To The Authorization, Sale, Security, Issuance, Delivery, Payment And Prepayment Or Redemption Of And For Each Issued Series Of Any Bonds, Bond Anticipation Notes And Refunding Bonds (Each A "Series Of The Obligations" Or The "Obligations"); Providing For The Imposition Of Ad Valorem Taxes Sufficient For, And Pledging The Full Faith And Credit And Unlimited Taxing Power Of The City To, The Payment Of Debt Service On Each Issued Series Of The Obligations; Providing That Debt Service On Each Issued Series Of The Obligations Also May Be Paid From Any Other Sources Of Revenue Lawfully Available To The City For Such Purpose; Providing That Certain Actions May Be Taken Or Provided For By Resolution In Connection With The Reissuance Or Modification Of Any Of The Obligations; Providing That Any Of The Obligations May Be Consolidated With Other Obligations Of The City And Issued As A Single Series Of Bonds, Bond Anticipation Notes and/or Refunding Bonds; Authorizing, Directing And Empowering Officials And Employees Of The City To Take Certain Actions In Connection With The Obligations; Authorizing Modifications Of The Obligations To Be Made By Resolution Unless Another Action Is Required; Providing That This Title Shall Be Deemed A Statement Of The Substance Of This Ordinance For All Purposes; Providing That The Provisions Of This Ordinance Shall Be Liberally Construed; And Otherwise Generally Relating To The Sale, Issuance, Delivery And Payment Of And For The Obligations.
- Electrical Permit Ordinance - 2nd Reading

Ordinance No. 2980 - to require the acquisition of an electrical permit through the City of Salisbury prior to conducting work on electrical systems, equipment or connectiuons.

- Accept Donation from Community Foundation of the Eastern Shore - 2nd Reading

Ordinance No. 2981 - approving a budget amendment of the City's budget to accept and appropriate donated funds from the Community Foundation of the Eastern Shore to support the cost of Salisbury City Park pedestrian bridge restoration.

- Pollinator Pathways - 2nd Reading

Ordinance No. 2982 - to accept funds received from sustainable Maryland in the amount of \$20,000 as awarded to enact the Pollinator Pathways Program in the City of Salisbury.

- Requisition of 303 Lake Street - 1st Reading

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

- Requisition of 1123 Parsons Road - 1st Reading

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

WOMEN'S HISTORY MONTH PRESENTATION

- Dr. Clara Small
- Debra Rossi
- Cheryl Meadows

PUBLIC COMMENT

ADMINISTRATION COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council's meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.
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**WORK SESSION
MEETING MINUTES
JANUARY 5, 2026**

PUBLIC OFFICIALS

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

IN ATTENDANCE

Mayor Randy Taylor, City Administrator Nick Rice, Deputy City Administrator Allen Swiger, Assistant City Administrator Tom Stevenson, City Clerk Julie English

CALL TO ORDER

The City Council convened in a Goal Setting Session on January 5, 2026 at 4:32 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street. President Blake welcomed everyone to the meeting and provided the emergency exit instructions.

COUNCIL DISCUSSION

- **City Council Retreat**

Council reviewed their 2025 legislative achievements, highlighting major successes including funding for North Prong Park, the establishment of the Salisbury Planning Commission, significant water treatment plant funding, multiple park improvements, street projects, and updates to council rules. They discussed ongoing and upcoming infrastructure projects such as Fitzwater Street and continued North Prong remediation. Ms. Dashiell noted overlap between 2024 retreat goals and 2026 priorities and suggested reviewing departmental updates before finalizing the “20 for 2026” list.

Mr. Swiger discussed strengthening the City’s Housing First Program through a tiered model supporting individuals from initial stabilization to long-term independence while maintaining financial sustainability. Ms. Jackson emphasized collaborating with Wicomico County and local service providers. Council noted that key considerations for the program should include operational costs, grant requirements, accountability measures, and structured programming such as mental health and addiction services.

Regarding affordable housing, members discussed challenges including rising development costs due to new state regulations and the difficulty of requiring developers to include affordable units without discouraging participation. Strategies considered included clear affordability definitions, tiered pricing models, creative local solutions such as receivership properties, tax abatements for nonprofit housing partners, HUD collaboration, and expanding existing programs.

The conversation shifted to public safety and Council highlighted the recent approval and installation of the Flock camera system to address crime hotspots and improve real-time response and investigative capabilities.

Council emphasized the value of regular departmental updates, quarterly public safety reports and community education on new technology. Ms. Jackson raised concerns about discriminatory law enforcement. Training transparency and structured community-police engagement were recommended. A town hall was suggested to provide education, accountability discussions, and improved communication between law enforcement and the community.

Ms. Blake noted major progress in water and sewer infrastructure, including the fully funded PFAS filtration project and ongoing coordination with the County on water and wastewater planning tied to Naylor Mill Road expansion. They also discussed potential changes to annexation agreements to allow the City to generate revenue from newly served areas and reinvest in infrastructure improvements.

Mayor Taylor shared infrastructure successes which included repaving neighborhoods such as Schumaker Manor, Spring Chase, and areas along Carroll and Market Streets. He also shared that there were flood mitigation improvements near Fitzwater and Ms. Jackson shared concerns about heavy truck traffic contributing to road deterioration on Main Street and Lake Street. Administration discussed plans to renovate the old City Hall for improved IT operations.

Members emphasized the importance of stronger communication and promotion of positive city initiatives, improvements to accessibility including ADA ramps and sidewalk connectivity, and prioritizing practical alternatives for projects like bike lanes and the rail trail. Homelessness was identified as the top shared priority, followed by infrastructure, parks, and housing-related concerns, with election reform and the council appointment process also emphasized. Town halls were discussed to gather community input, with debates on timing, format, and outreach strategies. A public survey was planned to guide discussion topics ahead of the March town hall. Thoughtful planning, broad engagement, and clear follow-up steps were stressed.

Council agreed to conduct an election reform survey with 3–5 yes or no questions and one comment box for feedback. Survey distribution was targeted for Monday and adjustments to the 2026 meeting calendar were made. The Council discussed boards and commissions including clarifying roles and expectations for Council liaisons, committee members, chairs, and staff liaisons. They reviewed committee assignments and emphasized the importance of defining available resources, budget awareness and procedural guidance. The Council supported continued evaluation and standardization of boards and commissions to improve effectiveness, accountability, and alignment with legislative intent.

ADJOURNMENT

The Goal Setting Session was adjourned at 7:06 p.m.

City Clerk

Council President



**LEGISLATIVE SESSION
MEETING MINUTES
JANUARY 12, 2026**

PUBLIC OFFICIALS

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

IN ATTENDANCE

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

CALL TO ORDER

The City Council convened in Legislative Session on January 12, 2026 at 6:00 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

WELCOME/ANNOUNCEMENTS/PLEDGE

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

INVOCATION - Moment of Silence

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

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

City Clerk Julie English presented the legislative agenda.

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

RESOLUTIONS

Presented by Ms. English

- Council Regulations and Rules of Order

Resolution No. 3445 - amending the Salisbury City Council Regulations and Rules of Order. April R. Jackson motioned and Michele R. Gregory seconded. The vote was 5-0.

ORDINANCES

Presented by Ms. Bosche

- Grant Acceptance - 1st Reading

Ordinance No. 2968 - approving a budget amendment of the grant fund budget to accept \$2,000 in grant funds from the Community Foundation of the Eastern Shore for the Salisbury Fire Department's SWIFT program for patient transportation costs. April R. Jackson motioned and Michele R. Gregory seconded. The vote was 5-0.

- Tidal Health Road Closures - 1st Reading

Ordinance No. 2969 - for the closing of Royal Street, Center Street and a portion of West Vine Street. April R. Jackson motioned and Michele R. Gregory seconded. The vote was 5-0.

- Budget Amendment Bless Our Children Donation for Santa's Winter Wonderland - 1st Reading

Ordinance No. 2970 - approving a budget amendment of the City's FY26 budget, accepting a donation from Draper Holdings Charitable Foundation for the Santa Workshop Program. Sharon C. Dashiell motioned and Michele R. Gregory seconded. The vote was 5-0.

PUBLIC COMMENT

- Speaker #1 recommended that Council place ranked-choice voting on a ballot and asked the Mayor to clarify his intentions regarding Black Lives Matter Boulevard.
- Speaker #2 asked Council to address unsafe sidewalks in the Pinehurst neighborhood and supported Councilwoman Gregory's recent public comment but wished she used different language.
- Speaker #3 opposed ranked-choice voting, called for improved transparency of meetings and agendas, and raised legal concerns about proposed affordable housing tax credits.
- Speaker #4 criticized Council leadership and procedures, raised concerns about transparency, spending, and public input, and questioned several city actions and advisory commissions.
- Speaker #5 recommended clearer public comment rules, supported a ranked-choice voting ballot measure, raised concerns about tax abatements, and criticized Ms. Gregory's divisive social media use.
- Speaker #6 asked the Council to focus on the impact of ICE actions on local families rather than the use of offensive language.
- Speaker #7 suggested clarifying definitions and streamlining the tax abatement process for nonprofits and emphasized that political and offensive speech was protected under the First Amendment.

ADJOURNMENT/CONVENE INTO WORK SESSION

The Legislative Session Adjourned at 6:25 p.m.

City Clerk

Council President



WORK SESSION MEETING MINUTES JANUARY 12, 2026

PUBLIC OFFICIALS

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

IN ATTENDANCE

Mayor Randy Taylor, City Administrator Nick Rice, Finance Director Sandy Green, Fire Chief Rob Frampton, EMS Sergeant John Dennis, Field Operations Director Mike Dryden, Sanitation Manager Monte Thomas, City Clerk Julie English and City Solicitor Ashley Bosche

CALL TO ORDER

The City Council convened in Work Session on January 12, 2026 at 6:26 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

RESOLUTION

President Blake called on Mr. Rice to present the Resolution.

- Resolution to Amend SC7-25

Mr. Rice explained that the proposed charter amendment would update authorized check signatories by replacing the Council President and Vice President with the City Administrator and Deputy City Administrator, and the Director of Finance and Deputy Director of Finance. Ms. Green stated the current charter language was outdated and violates segregation of duties, noting that council's role was legislative, not executing payments. She added that most municipalities follow this practice in accordance with Government Finance Officers Association standards and that the current setup could pose audit or internal control concerns. It was clarified that signatures were pre-printed and not manually signed by council members. Council gave consensus to move the resolution forward.

ORDINANCE

- Acceptance of State Grant for AEDs

Sergeant Dennis requested council's support to accept a \$ 5,000 AED grant from the State of Maryland. The grant was a 50/50 matching grant to be used for AEDs on public safety equipment. He confirmed matching funds were available and requested approval to proceed. Council gave consensus to move the ordinance forward.

- Medical Supplies Budget Transfer Request

Chief Frampton requested a \$50,000 transfer from surplus to their medical supplies account. He

explained that rising supply costs and increased call volume had caused the account to be depleted earlier than anticipated. He noted that anticipated Medicaid underpayment funds later in the year, estimated at approximately \$500,000, would replenish surplus and more than offset the requested transfer. Council gave consensus to move the ordinance forward.

- Sanitation & Streets Budget Amendment

Mr. Dryden presented an ordinance requesting a sanitation and streets budget amendment, citing significantly increased vehicle maintenance costs due to wear and tear on aging sanitation and streets equipment. He reported that the sanitation vehicle maintenance account had been reduced from approximately \$90,000 at the start of the fiscal year to about \$11,000. He requested an additional \$90,000 for sanitation and \$30,000 for streets to cover ongoing maintenance needs. Mr. Thomas explained that trash and dump trucks experience heavy daily use, frequent breakdowns, and costly repairs, and that limited backup vehicles increase strain on the fleet. Discussion included the need for additional backup trucks, potential of new trucks in the CIP, and long-term solutions. Council expressed support and consensus was given to move the ordinance forward.

- Ordinance to Reallocate Paygo Funds from Completed Capital Projects

Ms. Green presented an ordinance to reallocate Paygo funds from completed capital projects and older bond pools with remaining balances. She explained that small amounts of unspent Paygo funds would be redirected to the City Park Project, Zoning Code Update and the St. Peters Main Street Project which are all in need of additional funding. Council gave consensus to move the ordinance forward.

- Ordinance to Reallocate Paygo funds from completed Water Sewer Capital Projects

Ms. Green presented another ordinance to reallocate Paygo funds within the Water and Sewer Fund. She explained that the \$130,000 pump included in Schedule B of the FY 2025 budget was originally planned to be funded through bond proceeds, but staff determined it would be more cost-effective to use available Paygo funds instead of financing the purchase over 15 years. Council reached consensus to move the ordinance forward.

- Tax Abatement Draft Ordinance

Council discussed a draft ordinance intended to begin conversation on small, targeted steps to support the local housing market, particularly nonprofit housing providers. Discussion included the impact of House Bill 1189 and whether it provided automatic property tax abatements for nonprofit housing organizations. Council also discussed potential local incentives such as waiving or reducing ADU's (Accessory Dwelling Units) and water/sewer connection fees, permit-related incentives, and exploring a "live where you work" down payment assistance program. Council emphasized the need for data and cost estimates before committing to incentives. Action items included obtaining cost estimates for ADU's and connection fees, clarifying the scope of House Bill 1189, ensuring existing incentives remain in place, and bringing the item back for further discussion at a future work session.

COUNCIL DISCUSSION

- Survey Update

Council discussed the election survey, agreeing to clarify questions while keeping the survey concise to encourage participation. Ms. Holland raised concerns that community feedback had primarily focused on the vacancy appointment process rather than broader election reform. Council agreed to finalize the survey questions for submission to the Communications Department, with plans to distribute the survey broadly through city channels and council members to maximize community engagement.

- March Town Hall Update

Council discussed the March town hall. The consensus was to focus on distributing the survey approximately two weeks before the town hall. Ms. Blake emphasized that the town hall itself would serve as an educational and discussion forum for residents on election reform, while the survey will gather baseline data on the appointment process to guide the conversation.

PUBLIC COMMENT (Agenda Items Only)

The following public comments were heard:

- Speaker #1 suggested exploring in-house hydraulic maintenance as a potential revenue source and encouraged residents to review the draft comprehensive plan and participate in meetings.
- Speaker #2 was in favor of Field Operations receiving an additional truck to ease maintenance, believed the appointment process needed reform, and thought rank choice voting should be decided by the city's voters.
- Speaker #3 recommended funding new trucks gradually, but criticized the proposed survey as likely unreliable and easily skewed.
- Speaker #4 thought the survey would be unreliable and recommended the council to focus on constituents, not personal opinions or popular trends.
- Speaker #5 felt the survey would be a waste of time and urged the council to focus on the appointment issue and leave ranked choice voting for the ballot in the future.
- Speaker #6 suggested using sanitation drivers for code enforcement and training formerly incarcerated individuals in construction to boost housing and jobs.
- Speaker #7 criticized the survey as unreliable, suggested using state legislation to streamline neighborhood housing ordinances, and urged residents to attend the Planning Commission hearing.

ADMINISTRATION COMMENTS

Mr. Rice gave a shout out to the city's events team for hosting the well-attended holiday and New Year's Eve events.

Mayor Taylor also commended the events team and was grateful to connect with residents during each event.

COUNCIL COMMENTS

Ms. Holland thanked Chief Meienschein and Chief Frampton for the tours of the police and fire departments and also shared that she attended the Eastern Shore Association of Municipalities meeting in Cambridge, which provided valuable insights on tax differential and affordable housing.

Ms. Gregory reminded everyone, especially during stressful times, to practice self-care.

Ms. Dashiell thanked city staff for organizing holiday events, highlighted a citywide effort that provided gifts for 119 children, noted the Mayor's initiative to address homelessness, and shared that the airport's new airline, Breeze, which saw strong passenger numbers. Lastly, she asked the public to send original, thoughtful emails rather than canned messages to better convey their opinions.

Ms. Jackson recommended that fellow council members refrain from using profanity on social media, highlighted the Martin Luther King celebration and noted that a scholarship would be awarded at the banquet.

Ms. Blake noted that it had been a productive week working with the administration and appreciated the progress being made.

ADJOURNMENT

The Work Session adjourned at 8:15 p.m.

City Clerk

Council President



**LEGISLATIVE SESSION
MEETING MINUTES
FEBRUARY 2, 2026**

PUBLIC OFFICIALS

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

IN ATTENDANCE

Mayor Randy Taylor, Deputy City Administrator Allen Swiger, City Clerk Julie English and City Solicitor Ashley Bosche

CALL TO ORDER

The City Council convened in Legislative Session on February 2, 2026 at 6:36 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

WELCOME/ANNOUNCEMENTS/PLEDGE

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

INVOCATION - Pastor Greg Carlson - Park Seventh Day Adventist

Pastor Greg Carlson from Park Seventh Day Adventist was called forward to provide the Invocation.

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

City Clerk Julie English presented the legislative agenda.

President Blake called for a motion and a second to adopt the legislative agenda as presented. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

AWARD OF BIDS

Presented by Procurement Director Michael Lowe

• **Award of Bids**

1. ITB A-26-109 SPD Vehicle Upfitting
2. ITB A-26-111 Pump and Electric Motor Repair Services
3. ITB A-26-113 WWTP Magnesium Hydroxide
4. ITB A-26-116 Carbon Source and Use Reduction Program WWTP

President Blake called for a motion and a second to approve the Award of Bids. Melissa D. Holland motioned and Michele R. Gregory seconded. The vote was 5-0.

RESOLUTIONS

Presented by Ms. English

- Youth Development Advisory Committee Reappointment

Resolution No. 3446- Reappointment of Amber Green to the Youth Development Advisory Committee for term ending January 2029. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Truth, Racial, Unity, Transformation, and Healing (TRUTH) Committee Appointment

Resolution No. 3447 - Appointment of Muhammad Khan to the TRUTH committee for term ending January 2029. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Resolution to Amend SC7-25 - 1st Reading

Charter Amendment Resolution No. 2026-1 - to amend SC7-25 of the charter of the City of Salisbury to change the signatures and authorization requirements for disbursements. Michele R. Gregory motioned and April R. Jackson seconded. The vote was 5-0.

PUBLIC HEARING

Presented by Ms. Bosche

- Updating SC5-1 to increase the maximum fines for misdemeanors and municipal infractions - 2nd reading

President Blake directed anyone wishing to comment during the public hearing to stand and be sworn in by the City Clerk. No members of the public were sworn in.

Ms. Bosche opened the public hearing at 6:48 p.m.

Charter Amendment Resolution No. 2025-3 - to amend SC5-1 of the charter to increase the maximum fine for misdemeanors and municipal infractions from \$1,000 to \$5,000 in accordance with newly updated state law.

Having no comments, the hearing was closed at 6:49 p.m.

Sharon C. Dashiell motioned and Michele R. Gregory seconded. The vote was 5-0.

ORDINANCES

Presented by Ms. Bosche

- Grant Acceptance - 2nd Reading

Ordinance No. 2968 - Approving a budget amendment of the grant fund budget to accept \$2,000 in grant funds from the Community Foundation of the Eastern Shore from the Salisbury Fire Department's SWIFT program for patient transportation costs. April R. Jackson motioned and Michele R. Gregory seconded. The vote was 5-0.

- Tidal Health Road Closures - 2nd Reading

Ordinance No. 2969 - for the closing of Royal Street, Center St. and a portion of West Vine St. Sharon C. Dashiell motioned and Melissa D. Holland seconded. The vote was 5-0.

- Budget Amendment Bless Our Children Donation for Santa's Winter Wonderland - 2nd Reading

Ordinance No. 2970 - approving a budget amendment of the City's FY26 budget, accepting a donation from Draper Holdings Charitable Foundation for the Santa Workshop Program. Michele R. Gregory motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Reallocate Paygo funds from completed Water Sewer Capital Projects - 1st reading

Ordinance No. 2971 - authorizing the Mayor to reallocate Paygo funds from completed Water Sewer Capital Projects to provide additional funding for the effluent filter pump. April R. Jackson motioned and Michele R. Gregory seconded. The vote was 5-0.

- Reallocate Paygo Funds from Completed Capital Projects - 1st reading

Ms. Dashiell requested additional information regarding the city park projects. Mr. Swiger explained that the funding supports phase one of the City Park Master Plan, which includes updating lighting along the park paths, upgrading infrastructure, and completing the pedestrian bridge, which was expected to be put out for bid soon. He also confirmed that the St. Peters Main Street project was primarily a construction effort involving milling and paving.

Ordinance No. 2972 - to reallocate Paygo funds from completed General Capital projects to provide additional funding for Zoning Code update and the St. Peter's Main Street and City Park projects. Sharon C. Dashiell motioned and Michele R. Gregory seconded. The vote was 5-0.

- Medical Supplies Budget Transfer Request -1st Reading

Ordinance No. 2973 - approving a budget amendment of the FY2026 General Fund Budget to appropriate an additional \$ 50,000 to the Salisbury Fire Department's Medical Supplies Account. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Acceptance of State Grant for AEDs - 1st Reading

Ordinance No. 2974 - authorizing the Mayor to enter into the contract with the Maryland Institute from Emergency Medical Services Systems for the purpose of accepting Grant Funds in the amount of \$5,000.00, and to approve a budget amendment to the Grant Fund to appropriate these funds for the Salisbury Fire Department. Sharon C. Dashiell motioned and Michele R. Gregory seconded. The vote was 5-0.

- Sanitation & Streets Budget Amendment - 1st Reading

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

PUBLIC COMMENT

- Speaker #1 reported that rental assistance funding was exhausted, but critical home repair programs still had limited funds available and residents were encouraged to apply.

- Speaker #2 gave an overview of ranked-choice voting, its benefits for voter representation and inclusive elections.
- Speaker #3 spoke against ranked-choice voting, saying it's unnecessary for local nonpartisan elections and citing that only 18 U.S. jurisdictions used it in 2025.
- Speaker #4 spoke in favor of ranked-choice voting, noting its use in cities nationwide.
- Speaker #5 recommended council to adopt ranked-choice voting to increase voter impact, ensure majority-supported winners, and reduce divisive local politics.
- Speaker #6 reviewed past Salisbury election changes and recommended ranked-choice voting or a runoff.
- Speaker #7 expressed curiosity about tree up lighting times due to wildlife concerns and suggested council provide educational resources on ranked-choice voting to inform both members and the public.
- Speaker #8 voiced support for ranked-choice voting.
- Speaker #9 spoke in support of ranked-choice voting, highlighting its potential to increase civic engagement.
- Speaker #10 spoke in support of ranked-choice voting, noting that it allowed voters to vote for candidates they like rather than against others.
- Speaker #11 noted the need to restore state enabling legislation for the Neighborhood Housing Tax Credit, discussed the county disparity grant, and expressed skepticism for ranked-choice voting.
- Speaker #12 criticized the lack of transparency about ranked-choice voting on the agenda and questioned unused funds from the 2019 and 2021 city bonds.

ADJOURNMENT/CONVENE INTO WORK SESSION

The Legislative Session was adjourned at 7:32 p.m.

City Clerk

Council President

Council Comments

From saraleigh monroe <saraleighm@hotmail.com>

Date Mon 2/2/2026 12:26 PM

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

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

Good day,

Thank you for your commitment to the citizens of Salisbury.

During the first council meeting of 2026 council commented on two items I would like to address:

1. Form letters to council
2. Election Reform

Form Letters/Email, a council member commented on form letters constituents sent. Regardless of the topic, remember, this is the 21st Century, information travels at an efficient pace, many people use smart phones to communicate leaving little time to sit at a laptop formulating an original email. If constituents took the time to copy and paste a form letter sending it to you, count that as their sincere concern.

Election reform; a process used in Cambridge was offered as an example of a process the City of Cambridge successfully utilized. A council member said, Salisbury doesn't need to be like Cambridge. That comment shutdown the conversation a conversation that I've heard citizens ask about for the past year or more. Council, no one suggested that Salisbury attempt to emulate Cambridge, the suggestion was to review that process to determine if it was a good fit.

Lastly, during the conversation around ranked choice the Mayor said, I'll paraphrase, "...that only concerned my election". Sir, that was the City election for mayor, not your election, the process of electing a mayor, don't make it personal.

Please behave like the statesmen and women the citizens of Salisbury elected you to be on their behalf.

Thank you,
Saraleigh Monroe



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

PUBLIC OFFICIALS

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

IN ATTENDANCE

Mayor Randy Taylor, Deputy City Administrator Allen Swiger, Fire Chief Rob Frampton, Special Counsel Lindsey Rader, Assistant Director of Field Operations Jordan Mann, Zoo Director Chuck Eicholz, Assistant Zoo Director Jamie Nichols, City Clerk Julie English and City Solicitor Ashley Bosche

CALL TO ORDER

The City Council convened in Work Session on February 2, 2026 at 7:32 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

PRESENTATION

President Blake called forward Chief Frampton to present the Salisbury Fire Department's Year End Report.

- **2025 Year End Report of SFD**

Chief Frampton noted overall call volume increased 2.6%, with fire calls slightly down and EMS calls continuing to increase. They were still understaffed and had not been keeping pace with demand. Fewer out-of -district responses occurred due to improved coverage elsewhere, and outreach with nursing facilities reduced non-emergency calls. Outside units still assisted the city frequently, highlighting service gaps.

The department reported strong outcomes, including a 24% cardiac arrest resuscitation rate and nearly \$ 13.5 million in property saved through fire prevention and response. Programs also reduced opioid calls, expanded fall prevention outreach, and supported police through tactical medic services.

The department expected new apparatus, expanded EMS capabilities such as whole-blood administration and field ultrasounds and continued community initiatives. Council members thanked him for sharing and asked follow-up questions on Narcan distribution and equipment updates.

RESOLUTION

- Abandoned Vessel-Authorization for City Auction and Transfer of Ownership

Ms. Mann presented a resolution authorizing the auction and transfer of ownership of an abandoned vessel at the marina. She reported approximately \$7,000 in delinquent fees was equal to the vessel's value and noted coordination with the owner's family and possession of the title. Council gave consensus to move the resolution forward.

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

Ms. Rader reviewed resolutions and ordinances to reallocate remaining proceeds from the 2019 and 2021 bond issuances (listed below) toward the acquisition and improvement of 112 West Church Street (City Hall). She explained the amendments were required to update prior authorizing legislation and allow reallocation of unused funds.

- Amending Resolution No. 3117 – Reallocation of 2021 Tax-Exempt Bond Proceeds for 112 W. Church Street (City Hall)

This resolution was explained and given consensus with the previous resolution.

ORDINANCE

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

This ordinance was explained and given consensus with the previous resolutions.

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

This ordinance was explained and given consensus with the previous resolutions.

- Additional Funds Request for Part-Time Zoo Staffing

Mr. Eicholz requested to amend the FY2026 budget to provide additional funding for part-time staffing to maintain operations, including animal care, maintenance, guest services, and education programs. He explained the request primarily supports existing personnel and seasonal hires, with a total appropriation of \$167,500 funded from surplus. Council gave consensus to move the ordinance forward.

COUNCIL DISCUSSION

- Election Reform and Appointment Process

Council discussed election reform and the appointment process. Council generally agreed that the appointment process should be addressed first, including reviewing options used by comparable municipalities, costs, timelines, and public input, with a work session planned to evaluate alternatives. Broader election reform was viewed as a separate issue for future consideration, potentially for public review or to be placed on a ballot. Ms. Dashiell suggested reviewing models from other municipalities regarding vacancy appointment procedures. Key considerations identified included determining the number of days remaining in a term that would trigger an appointment or election, establishing a process for breaking tie votes, and defining the role and format of public input. Council agreed to conduct individual research and reconvene at the March

2 work session to further develop a preferred approach.

- Receivership Properties Update

The Mayor discussed that a limited number of properties across the city remain stagnant due to lack of ownership action, accumulated taxes, or insufficient investment. He clarified that receivership tolls already exist and focus would be on identifying appropriate applications and refining internal processes. Council expressed support for recommitting to review and fine tune the approach, recognizing its potential effectiveness in addressing abandoned or boarded properties.

- Tax Abatement Follow up

Ms. Bosche gave an update on tax abatement follow-up noting that a letter has been prepared for the Wicomico County delegation on behalf of the Administration, signed by the Mayor. The letter included proposed legislation to mirror previous provisions and requested cross-filing in both the House and Senate. Council acknowledged the action on record, and Ms. Blake agreed to serve as point of contact for follow-up once the letter is sent.

- Fire Service Agreement Update

Chief Frampton gave an update on the fire service funding arrangement with the County. Administration provided historical context on prior agreements and funding levels, noting that since the expiration of the last agreement in 2022, negotiated funding has increased significantly. Chief Frampton reported ongoing participation in county budget discussions and an upcoming meeting with the County Executive. It was noted that entering into a new formal fire service agreement may limit future funding flexibility, and that continued collaboration and partnership with the County was the current approach. Council expressed appreciation for the update and acknowledged the progress made.

- Disparity Grant Update

Council discussed the disparity grant and potential City allocation toward after-school programs, addiction services, and homelessness. Staff highlighted ongoing County partnership efforts and a banded funding model for fire departments, noting Salisbury's high call volume positions it for additional funding. Appreciation was expressed for the Fire Chief's readiness-based cost model and recent success in securing increased funding.

Mayor Taylor, at the request of Ms. Blake, presented Ms. Jackson and Ms. English with their 10 years of service certificates.

PUBLIC COMMENT (Agenda Items Only)

- Speaker #1 suggested that Council follow standard legislative procedures and noted that the recent interest was in the appointment process, not election reform.
- Speaker #2 recommended respectful, fact-based discussion on voting reforms.
- Speaker #3 expressed support for ranked-choice voting but emphasized it should be decided by voters as a ballot initiative.
- Speaker #4 suggested that the council to put ranked-choice voting on the ballot so voters can decide.
- Speaker #5 urged keeping receivership properties affordable, highlighted the benefits of new home construction, and stressed the need for more down payment assistance.

- Speaker #6 suggested replacing speed bumps with speed cameras to protect emergency vehicles and generate revenue, and emphasized that council dialogue reflects community collaboration.
- Speaker #7 praised the fire department as the city’s best investment.
- Speaker #8 criticized rising city costs and raised concerns about water/sewer expenses, litter fines, and inconsistent street cleaning.
- Speaker #9 praised the new fire service agreement as a win, noted past agreements were poor and mentioned ballot questions were restricted.

ADMINISTRATION COMMENTS

Mr. Swiger thanked city crews for their snowstorm work, highlighted upcoming zoo and Valentine’s events downtown, and reminded everyone to be safe on Sunday for the Superbowl.

Mayor Taylor thanked the field crews for handling water main breaks and invited Council to a Friday pizza party with the crew.

COUNCIL COMMENTS

Ms. Dashiell expressed concern over Councilwoman Gregory’s viral video and media interviews, criticized Councilwoman Blake for misusing police resources, and emphasized the importance of respectful, responsible, and productive council conduct.

Ms. Jackson honored local Black leaders for Black History Month, highlighted their own long tenure on city council and offered prayers for victims and first responders involved in a recent Parsonsburg fire.

Ms. Holland attended a Truth Committee and NAACP event, thanked staff and Field Operations, requested a future discussion on the rules of order and shared updates on upcoming town hall and Green Team meetings.

Ms. Gregory thanked emergency responders, highlighted Salisbury’s inclusion in the Banner Cities program, and encouraged council members to engage fourth graders in the “If I Were Mayor” essay contest.

Ms. Blake reported that the Bike & Pedestrian and Human Rights committees are recalibrating their goals and initiatives and noted ongoing positive developments in city programs.

ADJOURNMENT

The Work Session adjourned at 9:17 p.m.

City Clerk

Council President



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

PUBLIC OFFICIALS

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

IN ATTENDANCE

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

CALL TO ORDER

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

WELCOME/ANNOUNCEMENTS/PLEDGE

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

INVOCATION - Rev. Dr. Vaughan Hayden - Trinity United Methodist

Rev. Dr. Vaughan Hayden from Trinity United Methodist Church was called forward to provide the Invocation.

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

Ms. English presented the legislative agenda.

President Blake called for a motion and a second to adopt the legislative agenda as presented. Michele R. Gregory motioned and Sharon C. Dashiell seconded. The vote was 5-0.

CONSENT AGENDA

Ms. English presented the consent agenda. The items were as follows:

- Meeting Minutes

October 6, 2025 Closed Session #1
October 6, 2025 Closed Session #2
October 27, 2025 Closed Session

October 27, 2025 Legislative Session
October 27, 2025 Work Session
November 10, 2025 Legislative Session
November 10, 2025 Work Session
November 24, 2025 Legislative Session
November 24, 2025 Work Session
December 1, 2025 Closed Session
December 8, 2025 Legislative Session
December 15, 2025 Legislative Session
December 15, 2025 Work Session
December 15, 2025 Special Legislative Session
Sharon C. Dashiell motioned and Michele R. Gregory seconded. The vote was 4-0. Melissa D. Holland abstained.

Ms. Holland motioned to reorganize the Council and Ms. Jackson seconded. Ms. Gregory questioned the validity of the reorganization. Ms. Bosche responded that it was a proper motion. The vote was 3-2 in favor. Ms. Blake and Ms. Gregory voted nay. Ms. Blake turned the meeting over to Mayor Taylor to conduct the council reorganization. Mayor Taylor read the rules for nominations. He then asked for a motion and a second to accept the rules. Ms. Dashiell motioned and Ms. Holland seconded. He then opened the floor for nominations. Ms. Gregory nominated Ms. Blake, and Ms. Holland nominated Ms. Jackson. Mayor Taylor then closed the nominations. He asked if there were any votes for Ms. Blake - there were two, Ms. Blake and Ms. Gregory. He asked if there were any votes for Ms. Jackson - there were three, Ms. Jackson, Ms. Holland and Ms. Dashiell. Having three votes, Ms. Jackson was appointed as the new council president. Mayor Taylor then turned the meeting over to President Jackson.

Ms. Jackson conducted the reorganization for vice president. She reviewed the rules for nominations and asked for a motion and a second to accept the rules. Ms. Blake motioned and Ms. Dashiell seconded. President Jackson opened up the floor for nominations. Ms. Gregory nominated Ms. Blake, and Ms. Dashiell nominated herself. Ms. Jackson closed the nominations. She asked if there were any votes for Ms. Blake - there were two, Ms. Blake and Ms. Gregory. She asked if there were any votes for Ms. Dashiell – there were three, Ms. Dashiell, Ms. Jackson, and Ms. Holland. Having three votes, Ms. Dashiell was appointed as the new vice president.

RESOLUTIONS

Presented by Ms. English

- Election Board Re-appointment

Resolution No. 3448 - re-appointment of Susan Carey to the Election Board for term ending February 2032. Angela M. Blake motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Sustainability Advisory Committee Appointment

Resolution No. 3449 - Appointment of Brooke Orr to the Sustainability Advisory Committee for term ending February 2029. Michele R. Gregory motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Sustainability Advisory Committee Appointment

Resolution No. 3450 - Appointment of Rose Rivera to the Sustainability Advisory Committee for term ending February 2029. Angela M. Blake motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Sustainability Advisory Committee Reappointment

Resolution No. 3451 - re-appointment of Christian Williams to the Sustainability Advisory Committee for term ending February 2029. Angela M. Blake motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Human Rights Advisory Committee Appointment

Resolution No. 3452 - appointment of Rachell Mitchell to the Human Rights Advisory Committee for term ending February 2028. Angela M. Blake motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Human Rights Advisory Committee Appointment

Resolution No. 3453 - appointment of Maria Sommer to the Human Rights Advisory Committee for term ending February 2028. Michele R. Gregory motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Salisbury Historic District Commission Appointment

Resolution No. 3454 - appointment of Luis DaSilva to the Salisbury Historic District Commission for term ending February 2029. Angela M. Blake motioned and Michele R. Gregory seconded. The vote was 5-0.

- FY 2027-2031 Capital Improvement Plan

Resolution No. 3455 - adopting a Capital Improvement Plan for the five -year period beginning FY 2027 and ending FY 2031. Sharon C. Dashiell motioned and Melissa D. Holland seconded. The vote was 5-0.

ORDINANCES

Presented by Ms. Bosche

- Reallocate Paygo funds from completed Water Sewer Capital Projects - 2nd reading

Ordinance No. 2971 - authorizing the Mayor to reallocate Paygo funds from completed Water Sewer Capital Projects to provide additional funding for the effluent filter pump. Sharon C. Dashiell motioned and Michele R. Gregory seconded. The vote was 5-0.

- Reallocate Paygo Funds from Completed Capital Projects - 2nd reading

Ordinance No. 2972 - to reallocate Paygo funds from completed General Capital projects to provide additional funding for the Zoning Code update and St. Peter's Main Street and City Park projects. Sharon C. Dashiell motioned and Angela M. Blake seconded. The vote was 5-0.

- Medical Supplies Budget Transfer Request -2nd Reading

Ordinance No. 2973 - approving a budget amendment of the FY 2026 General Fund Budget to appropriate an additional \$50,000 to the Fire Department's Medical Supplies Account. Sharon C. Dashiell motioned and Melissa D. Holland seconded. The vote was 5-0.

- Acceptance of State Grant for AEDs - 2nd Reading

Ordinance No. 2974 - authorizing the Mayor to enter into the contract with the Maryland Institute for Emergency Medical Services Systems for the purpose of accepting Grant Funds in the amount of \$5000.00, and to approve a budget amendment to the Grant Fund to appropriate these funds for the Fire Department. Sharon C. Dashiell motioned and Michele R. Gregory seconded. The vote was 5-0.

- Additional Funds Request for Part-Time Zoo Staffing - 1st reading

Ordinance No. 2976 - amending the fiscal year 2026 annual budget to provide additional appropriations for the Salisbury Zoo Part-Time staffing needs. Michele R. Gregory motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Amending Ordinance No. 2675 – Reallocation of 2021 Tax-Exempt Bond Proceeds for 112 W. Church Street – City Hall - 1st Reading

Ordinance No. 2977 - Ordinance Amending And Supplementing Ordinance No. 2675, Passed By The Council On July 26, 2021, Approved By The Mayor Of City Of Salisbury (The “City”) On July 26, 2021 And Effective On July 26, 2021 (“Ordinance No. 2675”), In Order To (1) Authorize And Empower The City To Use And Apply A Portion Of The Principal Amount Of The \$8,965,000 City Of Salisbury Tax- Exempt Public Improvement And Refunding Bonds Of 2021 Issued On September 1, 2021 (The “2021 Tax-Exempt Bonds”) To The Project Identified Herein As “112 W. Church Street – City Hall,” And (2) Identify Such Additional Project As A “Project” For All Purposes Of Ordinance No. 2675 (As Amended And Supplemented); Providing That This Title Is A Fair Statement Of The Substance Of This Ordinance; Authorizing Certain City Officials To Take Certain Actions In Connection With The Transactions Contemplated By This Ordinance; Providing That The Provisions Of This Ordinance Shall Be Liberally Construed; And Otherwise Generally Relating To The Use Of Proceeds Of The 2021 Tax-Exempt Bond. Sharon C. Dashiell motioned and Angela M. Blake seconded. The vote was 5-0.

- Amending Use of 2019 Bond Proceeds to Add 112 W. Church Street – City Hall Project - 1st Reading

Ordinance No. 2978 - Ordinance Amending And Supplementing Ordinance No. 2554, Passed By The Council On August 26, 2019, Approved By The Mayor Of City Of Salisbury (The “City”) On August 27, 2019 And Effective On August 27, 2019 (“Ordinance No. 2554”), As Amended And Supplemented To Date, In Order To (1) Authorize And Empower The City To Use And Apply A Portion Of The Principal Amount Of The \$ 11,225,000 City Of Salisbury Public Improvement Bonds Of 2019 Issued On October 8, 2019 (The “2019 Bonds”) To The Project Identified Herein As “112 W. Church Street – City Hall,” And (2) Identify Such Additional Project As A “Project” For All Purposes Of Ordinance No. 2554 (As Amended And Supplemented); Providing That This Title Is A Fair Statement Of The Substance Of This Ordinance; Authorizing Certain City Officials To Take Certain Actions In Connection With The Transactions Contemplated By This Ordinance; Providing That The Provisions Of This

Ordinance Shall Be Liberally Construed; And Otherwise Generally Relating To The Use Of Proceeds Of The 2019 Bonds.

Sharon C. Dashiell motioned and Melissa D. Holland seconded. The vote was 5-0.

PUBLIC COMMENT

The following public comments were heard:

- Speaker #1 thanked Council for her appointment to the Human Rights Advisory Committee.
- Speaker #2 shared historical information about Salisbury's Riverwalk railings, congratulated newly appointed councilmembers, and noted that a recent Open Agenda episode provided information on ranked-choice voting.
- Speaker #3 raised concerns about Paygo budget adjustments, requested information on zoo funding, and commented on project costs.
- Speaker #4 encouraged the Council to pursue an educational session on ranked-choice voting and suggested exploring alternative avenues for public input.
- Speaker #5 asked for clarification regarding housing code enforcement standards, raised safety concerns about property maintenance, and requested information on police presence and university police jurisdiction.
- Speaker #6 reflected on positive community collaboration while urging civility in public discourse.

ADMINISTRATION COMMENTS

Mr. Rice thanked the Council for approving the CIP, highlighted the Waterworks Department's \$34 million funding for the Paleo Water Plant replacement, and noted ongoing grant applications to support infrastructure projects.

Mayor Taylor emphasized that residents were encouraged to communicate with the Mayor's office via email, phone, or the city website on any issue.

COUNCIL COMMENTS

Ms. Dashiell provided updates on airport operations and encouraged community participation in providing March meals for the Hands and Hearts Ending Homelessness shelter.

Ms. Blake highlighted recent council achievements, including progress on low-income and multifamily housing initiatives, tax abatements, the receivership program, bond reallocations for City Hall, and planning for youth and adult homelessness programs.

Ms. Gregory announced the free adult dental clinic through Eastern Shore Mission of Mercy, highlighted volunteer opportunities, and referenced a related scholarship contest.

Ms. Holland reported attending her first Green Team meeting and requested a work session on rules of order and a review of which items require work sessions versus legislative meetings.

President Jackson expressed commitment to teamwork and citizen engagement and announced the National Vietnam War Veterans Day event at the VFW.

ADJOURNMENT

The Legislative Session adjourned at 7:00 p.m.



**CLOSED SESSION SUMMARY
MEETING MINUTES
FEBRUARY 2, 2026**

PUBLIC OFFICIALS

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

IN ATTENDANCE

Human Resources Director Meg Caton, City Solicitor Ashley Bosche and City Clerk Julie English (present at the end of the Closed Session)

MOTION TO CONVENE IN CLOSED SESSION

The City Council convened in Closed Session on February 2, 2026 at 5:30 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street. The Closed Session was to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals as authorized by the State Government Article, 3-305(b)(1). Specifically, the Council convened in Closed Session to evaluate the performance of the City Clerk. Michele R. Gregory motioned and Melissa D. Holland seconded. The vote was 5-0.

DISCUSSION TOPIC

- Council to evaluate performance of City Clerk

Human Resources Director Meg Caton to summarized the City's Evaluation Process for all City employees. Council Members reached consensus that Council would conduct quarterly evaluations and an annual evaluation of the City Clerk. The Human Resources Director would meet with the City Clerk to present her/him with the evaluation. If the City Clerk had questions about the quarterly and annual evaluations, the HR Director would refer those questions to City Council. Once consensus had been reached about the evaluation process, the Council Members discussed the performance of the City Clerk. The City Clerk then joined the meeting at which time Councilwoman Holland informed the City Clerk accordingly.

MOTION TO ADJOURN AND RECONVENE IN OPEN

SESSION REPORT TO PUBLIC

Ms. Blake convened in Open Session to provide the report out. She stated that the Closed Session was to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals as authorized by the State Government Article, § 3 -305(b)(1).

ADJOURNMENT

The Open Session adjourned at 6:31 p.m.

City Clerk

Council President



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Michael Lowe, Director of Procurement
Date: March 23, 2026
Subject: Award of Bids

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.

ITB A-26-115 Citywide HVAC Services

- Department- Citywide on call
- Scope of Work: Various Heating and Air Condition system repair or replacement
- Bid date: 01/06/2026
- Bid opening: 2/13/2026
- Total responsive/responsible bids received to awarded scope of services: 5
 - o Real Property Maintenance
 - o Summit Mechanical
 - o EASI Services, Inc.
 - o Flo Tron Contracting, Inc.
 - o Kinetic Buildwrights, LLC
- GL Account: Various
- Notes: The contract award recommended for approval is a master price agreement with no guaranteed dollar amount. The contract contains a renewal clause for up to four, 1-year terms.

ITB A-26-112 Citywide Electric Repair Services

- Department: Citywide
- Commodity Description: City-wide Electrical Repair Services Contract to cover repairs that are necessary to maintain essential operations within the City and especially with the Water and Waste Water plants.
- Total responsive/responsible bids received to awarded scope of services: 3
 - o Carter's Electric
 - o AET Electric
 - o Lywood Electric
- Vendor(s) recommended: Carter's Electric and AET Electric, Inc.
- Bid date: 12/8/2026
- Bid opening: 1/16/2026

- GL Account(s): Various
- Notes: The contract award recommended for approval is a master price agreement with no guaranteed dollar amount. Two vendors are recommended for award due to each vendor having unique capabilities. The contract contains a renewal clause for up to four, 1-year terms.

RFP A-26-104 Citywide Generator Maintenance

- Department: Citywide
- Commodity Description: Generator Repair and Maintenance Services to cover repairs that are necessary to maintain essential operations within the City and especially with the Water and Waste Water plants.
- Total responsive/responsible bids received to awarded scope of services: 3
 - o Fidelity Power Systems
 - o GenServe
 - o Greentech Fuel
- Vendor(s) recommended: Fidelity Power Systems
- Bid date: 12/31/2026
- Bid opening: 2/13/2026
- GL Account(s): Various
- Notes: The contract award recommended for approval is a master price agreement with no guaranteed dollar amount. The contract contains a renewal clause for up to four, 1-year terms.

Attachment(s):

[3.23.2026 Award of Bids Attachments Final.pdf](#)

City of Salisbury
Bid Results for Project Citywide HVAC Services (ITB-A-26-115)
Issued on 01/06/2026
Bid Due on February 13, 2026 2:30 PM (EST)
Exported on 03/13/2026

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	Real Property	Maintenance,	Summit	EASI	Flo Tron	Kinetic
				LLC	Mechanical	Inc.	Inc	Contracting,	Buildwrights
1	HVAC Regular Business Hour	Total of category	1		\$100.00	\$115.00	\$130.00	\$140.00	\$165.00
2	Plumbing Service Per Hour	Total of category	1		\$90.00	\$115.00	\$130.00	\$140.00	\$165.00
	HVAC Overtime Hourly Service								
3	Rate	Total of category	1		\$150.00	\$172.50	\$195.00	\$210.00	\$275.00
4	Plumbing Overtime Shop Service	Total of category	1		\$135.00	\$172.50	\$195.00	\$210.00	\$275.00
5	HVAC Emergency Hourly	Total of category	1		\$200.00	\$230.00	\$260.00	\$240.00	\$300.00
6	Plumbing Emergency Shop	Total of category	1		\$180.00	\$230.00	\$260.00	\$240.00	\$300.00
					\$855.00	\$1,035.00	\$1,170.00	\$1,180.00	\$1,480.00

City of Salisbury
 Bid Results for Project Citywide Electrical Services (ITA A-26-112)
 Issued on 12/08/2025
 Bid Due on January 16, 2026 2:30 PM (EST)
 Exported on 01/20/2026

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	CARTER'S ELECTRIC -		AET Electric, Inc. -		Lywood Electric -	
				Quant	Line Total	Line Total	Line Total	Line Total	
21.	Markup Percentage (enter percentage in the Notes/Comments Column)	Routine			\$185.00		\$330.00	\$380.00	
		Urgent			\$250.00		\$330.00	\$380.00	
		Emergency			\$250.00		\$385.00	\$570.00	
		After Hours			\$250.00		\$363.00	\$570.00	
		Parts and Materials Markup							
22.	Markup Percentage (enter percentage in the Notes/Comments Column)	Percentage Markup on rental equipment	Percentage	1	8%			15%	
		Percentage Markup on rental equipment (max 5%)	Percentage	1	5%			5%	



To: Michael Lowe, Director of Procurement
From: Ronald Clapper, Superintendent Water Treatment Plant
Date: March 12, 2026
Re: RFP A-26-104 Citywide Generator Maintenance

RE: Recommendation of Award RFP A-26-104 Citywide Generator Maintenance.

The Department of Water Works recently worked with the Department of Procurement to advertise an invitation to bid RFP A-26-104 for the Citywide Generator Maintenance.

Three companies submitted proposals for RFP A-26-104 by the due date and time of February 13, 2026 at 2:30 pm. Bids were evaluated and scored by a panel of three people from the Department of Water Works. The total scores are as follows:

Vendor	Total Score
Fidelity Power Systems	84.00
Genserve	39.67
GreenTechFuel Management	60.67

After evaluation, the Department of Water Works recommends award of bid to Fidelity Power Systems.

Department of Water Works
2322 Scenic Drive
Salisbury, MD 21801
waterworks@salisbury.md

RFP A-26-104 Citywide Generator Maintenance Evaluation Summary

Rate each vendor for each criteria on the maximum points available for each cri

Criteria	Possible Points	Fidelity Power Systems, 25600 Business	Genserve 75 Twinbridge Dr. Pennsauken , NJ	GreenTechFuel Management 6330 South Carroll Park Drive
		Score	Score	Score
total score		84.00	39.67	60.67



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Michael Lowe, Director of Procurement
Date: March 23, 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 Item(s):

1. 25 Motorola Radios SFD
2. 1 Motorola Radio SPD
3. 1 Service K-9 SPD
4. 1 Service Weapon SPD
5. 2014 Chevrolet Caprice SPD
6. 2014 Ford Explorer SPD

Disposal Notes:

- Radios and Vehicles (items 1, 2, 5, and 6) will be listed at a public auction
- The K9 (item 3) will retire to its handler while it was in service
- Service Weapon (item 4): Officer retirement of Howard Drewer. Following precedent within the City of Salisbury Police Department this duty weapon will be transferred to Colonel Drewer upon his retirement upon council approval.

Attachment(s):

[Surplus 3.23.2026 Final.pdf](#)



Memo

To: Michael Lowe, Director of Procurement
From: Chris Twilley, Assistant Chief of Logistics
Date: March 3, 2026
Subject: Surplus items

The Department has equipment (described below) that is immediately available for declaration as surplus property. The equipment is described as follows:

- 15- Motorola rugged portable radios APX6000XE

Model # H98UCF9PW6AN

- 10- Motorola non rugged portable radios APX6000

Model # H98UCF9PW6AN

- 50- Motorola leather carry cases APX6000XE

PMLN5875, PMLN5876, PMLN5877, PMLN5879

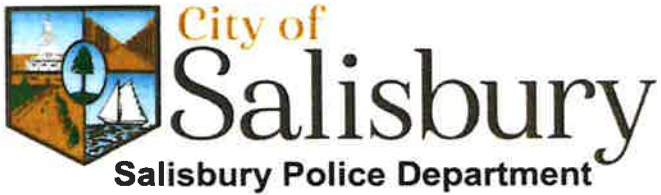
4 packs of 10 packaged and 10 individually packaged

Each radio has a battery with it. The batteries are as is with regards to life percentages. All radios were working properly until we replaced them with new radios. The Fire Department respectfully requests the City's authorization to declare this equipment as surplus property and is asking for permission to dispose of them through auction in compliance with City code and/or policy.



The Fire Department respectfully requests the City's authorization to declare this equipment as surplus property and is asking for permission to dispose of them through auction in compliance with City code and/or policy.

Should you have any further questions or require additional information please feel free to contact me.



To: Mike Lowe
From: SPO J. Coury #3177
Reference: Surplus Radio
Date: 12/9/2025

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, broken, or scrapped and are no longer of service to the Salisbury Police Department. These items have been previously replaced with new and/or upgraded items.

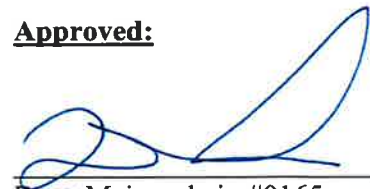
I request permission to declare, as surplus, the following items:

1. One (1) Motorola APX 6000 portable radio (S/N: 481CLZ4406), valued at approximately \$4,000 when originally purchased.

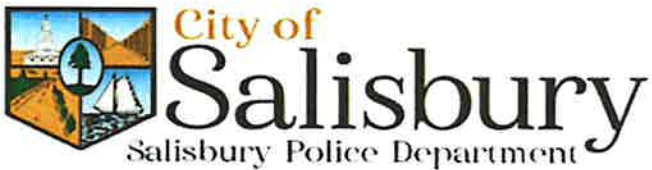
Respectfully Submitted,


Jonathan Coury #3177
Senior Police Officer

Approved:


Dave Meienschein #0165
Chief of Police

*EJC 3177
12-9-25
ccc 1179
12/9/25*



December 16th, 2025

TO: Michael Lowe – Director of Procurement

FR: Captain John T. Felts

RE: K-9 Zanzi Surplus

With Chief Meienschein's approval Salisbury Police Department is requesting that Police Canine Zanzi, a controlled dangerous substance detection canine, be declared surplus.

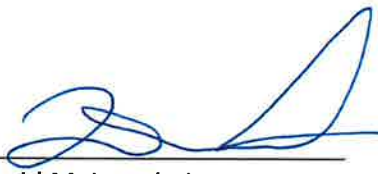
The cost for K-9 Zanzi at that time of purchase was \$10,500.00. K-9 Zanzi has been evaluated by certified K-9 training professionals due to ongoing performance deficiencies observed during deployments and training scenarios. The evaluation determined that the time, cost, and resources required to remediate these deficiencies significantly outweigh the operational benefits of maintaining Zanzi in active service.

Additionally, Zanzi has experienced serious and recurring oral health issues, including the loss of both upper canine teeth, which required costly dental implants. These medical conditions directly impair his ability to perform detection tasks effectively and increase the risk of long-term medical complications.

Based on the above operational and medical considerations, it is recommended that K-9 Zanzi be removed from service and declared surplus in accordance with City surplus procedures.

It is further recommended that K-9, Zanzi be transferred to private ownership through adoption by his current handler. This disposition would best ensure Zanzi's wellbeing by providing a stable, familiar environment and continuity of care.


John T. Felts
Commander Administrative Division

Approved: 
David Meienschein
Chief of Police



699 W. Salisbury Parkway
Salisbury, MD 21801
410-548-3165
www.salisburypd.com





City of
Salisbury
Salisbury Police Department

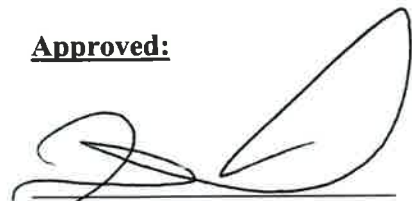
To: Mike Lowe
From: SPO J. Coury #3177
Reference: Surplus Weapon – Colonel Howard Drewer
Date: 2/13/2026

The Salisbury Police Department has a history of gifting retiring Police Officers their duty weapon as a retirement gift. In accordance with 2.32.08 of the Salisbury City Code, and with the approval of The Chief of Police we are declaring one Glock, model 45MOS, 9mm semi-automatic handgun bearing serial number CBSH575, with attached Holosun optical sighting device, serial number MS031582, and attached Streamlight handgun light, serial number 593938 as surplus. The handgun and attached accessories have a total value of \$1,030.00. Post surplus, and with the approval of the department of procurement the firearm and accessories shall be transferred to Colonel Howard Drewer, who retired in good standing from the Salisbury Police Department on February 20th, 2026 for a fee of \$1.00 per standard procedure.

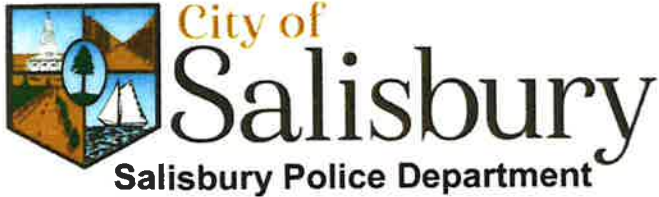
Respectfully Submitted,


Jonathan Coury #3177
Senior Police Officer

Approved:


Dave Meienschein #0165
Chief of Police


2-13-26
3774
CC 1174
2/13/26



To: Mike Lowe
From: SPO J. Coury #3177
Reference: Surplus Vehicle- 1480K9
Date: 1/29/2026

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 item:

Vehicle 1480K9 is a 2014 Chevy Caprice (VIN: 6G3NS5U29EL946714) with 142,325 miles, equipped as a K9 vehicle. The vehicle is 13 years old and needs two (2) catalytic converters (approximately \$1,990 parts + \$1,015 labor). Due to the catalytic converter issue, exhaust funnels into the cabin area which causes a major hazard to its human and non-human (K9) occupants. The exterior and interior of the vehicle is severely worn from years of use. The original engine suffered irreparable damage and was replaced with the engine of 1603 (a 2016 Chevy Caprice). A Carfax private sale value (utilizing the VIN) estimates the vehicle to be worth about \$7,370. 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

Handwritten notes:
3177
3-3-26
CC 1179
3-3-76



City of
Salisbury
Salisbury Police Department

To: Mike Lowe
From: SPO J. Coury #3177
Reference: Surplus Vehicle- 1485K9
Date: 3/6/2026

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.

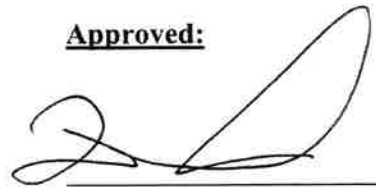
I request permission to declare, as surplus, the following item:

Vehicle 1485K9 is a 2014 Ford Explorer (VIN: 1FM5K8AR1EGA71004) with 97,268 miles, equipped as a K9 vehicle. The vehicle is 13 years old and was involved in front-end collision on 12/30/2025. As a result of the damage from the collision, LGIT has determined the vehicle to be a total loss and is paying a settlement of \$6,188.

Respectfully Submitted,


Jonathan Coury #3177
Senior Police Officer

Approved:


Dave Meienschein #0165
Chief of Police

Handwritten notes:
SPO 3177
3-6-24
CCC
3/9/26



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Captain John Felts
Date: January 12, 2026
Subject: Resolution Acceptance and Surplus of Forfeited Vehicles

Please find attached, for your review, a proposed resolution, the purpose of which is to authorize the acceptance and surplus of two vehicles forfeited to the Salisbury Police Department by the Circuit Court of Wicomico County pursuant to plea agreements in Case No. C22-CR24-000408 and Case No. C22-CR24-000353, specifically a 2014 Buick Verano vehicle identification number 1G4PP5SK0E4154757 valued at approximately \$5,000 and a 2007 Cadillac CTS vehicle identification number 1G6DP577870196683 valued at approximately \$4,000. Following review, the Salisbury Police Department has determined that the vehicles are not needed for departmental operations and that the cost to bring them into compliance with Maryland State Inspection standards outweighs their practical value for City use. Accordingly, this resolution declares the vehicles surplus property, authorizes the Mayor or his designee, in coordination with the City Solicitor, to execute all necessary documents to complete title processing and surplus procedures, and permits disposal of the vehicles through public auction, with all proceeds to be appropriated to the Salisbury Police Department Vehicle Maintenance Budget. Should there be no questions, this resolution will be forwarded for placement on the next available City Council agenda for consideration.

Attachment(s):
[Res3466](#)

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RESOLUTION NO. 3466

**A RESOLUTION OF THE CITY OF SALISBURY TO ACCEPT AND
DECLARE AS SURPLUS TWO FORFEITED VEHICLES.**

WHEREAS, the Circuit Court of Wicomico County has forfeited to the City of Salisbury Police Department a 2014 Buick Verano, Vehicle Identification Number 1G4PP5SK0E4154757 (“Automobile 1”), and a 2007 Cadillac CTS, Vehicle Identification Number 1G6DP577870196683 (“Automobile 2”), pursuant to plea agreements in Case No. C22-CR24-000408 and Case No. C22-CR24-000353; and

WHEREAS, Automobile 1, a 2014 Buick Verano bearing Vehicle Identification Number 1G4PP5SK0E4154757, has an approximate value of Five Thousand Dollars (\$5,000); and

WHEREAS, Automobile 2, a 2007 Cadillac CTS bearing Vehicle Identification Number 1G6DP577870196683, has an approximate value of Four Thousand Dollars (\$4,000); and

WHEREAS, the Salisbury Police Department has determined that the vehicles are not needed for departmental operations; and

WHEREAS, the cost to bring these vehicles into compliance with Maryland State Inspection standards outweighs the value of use; and

WHEREAS, it is in the best interest of the City of Salisbury to declare the vehicles surplus property and dispose of them through public auction in accordance with City policy and applicable law; and

WHEREAS, the proceeds from the sale of surplus vehicles should be appropriated to the Salisbury Police Department Vehicle Maintenance Budget to support ongoing vehicle maintenance and operational needs; and

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

Section 1. The City of Salisbury shall accept “Automobile 1”, a 2014 Buick Verano bearing Vehicle Identification Number 1G4PP5SK0E4154757 and “Automobile 2”, a 2007 Cadillac CTS bearing Vehicle Identification Number 1G6DP577870196683, from the Circuit Court of Wicomico County and the Mayor or his designee shall work with the City Solicitor to execute any documents necessary to process the title work and surplus for the automobiles.

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 Resolution 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

49 section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall
50 remain and shall be deemed valid and enforceable.

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

53
54 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.

55
56 **THIS ABOVE RESOLUTION** was introduced, read, and passed at a Meeting of the Council of the City
57 of Salisbury held on this 23 day of March, 2026.

58
59
60 **ATTEST:**

61
62
63 _____
64 **Julie A. English, City Clerk**

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

65
66
67
68 Approved by me, this _____ day of _____, 2026.

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



Memo

To: Nick Rice, City Administrator
From: Nick Voitiuc and Betsy Jackson
Date: February 18, 2026
Subject: Specialty Shop Ordinance - 2nd Reading

The Department of Infrastructure and Development received a request to make a text amendment to Section 17.04.120 of the Salisbury Municipal Code to expand the definition of "specialty shop". A Planning Commission Work Session was held to discuss the request and the staff recommendation January 8, 2026. The proposed amendment was reviewed by the City Attorney and unanimously received a favorable recommendation from the Planning Commission following a public hearing that was held February 12, 2026. The full Planning Commission staff report is attached and a summary is provided below:

The current definition of "specialty shop" in Chapter 17.04.120 reads:

"'Specialty shop' means a shop for the sale of antiques/collectibles or handcraft and supplies, including artwork, leatherwork, pottery, needlework or similar items which may be made on the premises."

It is the opinion of staff that this definition is overly restrictive. For example, this definition would not allow a store that sells boutique clothing, or houseplants, or videogames.

"Specialty Shop" is a specific permitted use in three different zones:

- Office and Service Residential,
- Hospital, and
- Neighborhood Business.

In other zones where a specialty shop is permitted, it is allowed as part of a larger use group such as retail sales, retail activities or retail establishment. Expanding the definition of "specialty shop" would still limit retail in these areas while creating additional opportunity for small retail that can support the surrounding neighborhood residents and uses.

The proposed definition of "specialty shop" reads:

"Specialty shop means a retail store that sells a specialized line of merchandise related to a specific category or brand of products but does not include adult entertainment businesses,

cannabis dispensaries, or alcohol and tobacco sales. No outdoor storage is permitted as part of this use.”

Attachment(s):

[Specialty Shop Planning Commission Staff Report](#)
[Ord2983](#)

Infrastructure and Development

Staff Report

February 12, 2026

I. SUMMARY OF REQUEST:

We have received a request to make a text amendment to City of Salisbury Zoning Code, Chapter 17.04.120 to expand the definition of specialty shop.

II. HISTORY OF REQUEST:

A work session was held to discuss the request and the staff recommendation at the regular meeting of the Planning Commission held January 8, 2026. The public hearing was scheduled and advertised as required (Attachment E).

III. PLANNING & ZONING ANALYSIS

The current definition of “specialty shop” in Chapter 17.04.120 reads:

“‘Specialty shop’ means a shop for the sale of antiques/collectibles or handicraft and supplies, including artwork, leatherwork, pottery, needlework or similar items which may be made on the premises.”

It is the opinion of staff that this definition is overly restrictive. There are a multitude of examples of things that would seem to be “specialty shops” by the conventional definition that would not be permitted under this definition. For example, this definition would not allow a store that sells boutique clothing, or houseplants, or videogames.

“Specialty Shop” is a specific permitted use in three different zones: Office and Service Residential, Hospital, and Neighborhood Business. The purpose of each zone is can be referenced in Attachment A. Attachment B provides a table showing the uses that are currently allowed in the three districts. In other zones where a specialty shop is permitted, it is allowed as part of a larger use group such as retail sales, retail activities or retail establishment. Attachment C illustrates the location of the zones that would be affected by the proposed change.

Expanding the definition of “specialty shop” would still limit retail in these areas while creating additional opportunity for small retail that can support the surrounding neighborhood residents and uses.

The proposed definition of “specialty shop” reads:

“Specialty shop means a retail store that sells a specialized line of merchandise related to a specific category or brand of products but does not include adult entertainment businesses, cannabis dispensaries, or alcohol and tobacco sales. No outdoor storage is permitted as part of this use.”

IV. RECOMMENDATION

The Department of Infrastructure and Development recommends that the Planning Commission forward a FAVORABLE recommendation to the Mayor and City Council for the proposed amendment as shown in Attachment D, based on the findings in the staff report.

Attachment A – Zoning District Purpose Statements

Neighborhood Business District

The purpose of the neighborhood business district is to provide areas along major roads or intersections in residential neighborhoods for clustering of limited business and service uses. The areas are exposed to large amounts of traffic, have good vehicular access and are unlikely to develop with residential lots. The uses permitted in these districts are intended to provide services, light retailing and food products as a convenience to the neighborhoods within walking or short driving distance.

Hospital District

The purpose of the hospital district is to recognize the area between Route 13, Carroll Street and Waverly Drive which has developed from a small local hospital into a regional hospital and medical center, serving the entire lower eastern shore, and to recognize that as the population of this region increases, the need for expansion will continue. The most logical and efficient way to expand is in all that area adjoining the hospital southward between Waverly Drive, Newton Street and Route 13 which is, for the most part, residentially developed. To allow for gradual transition from residential to hospital use, the uses permitted in this district include residential as well as offices, hospital, medical and other related uses so residents of the area may enjoy the use and value of their property while the gradual transition is occurring.

Office and Service Residential District

The purpose of the office and service residential district is to recognize those areas of the city where there exists a mixture of office, service and residential use and to foster the continuance of these uses with special development standards designed to protect residential use within and adjoining these districts from any possible adverse effect from nonresidential uses. These districts are generally located close to the central business district along collector streets in older established residential areas or between residential and strip commercial areas. Retail sales with high traffic volumes, late hours of operation, noise, odor and other detrimental influences affecting residential use are not permitted within these districts. Uses are limited to business and professional offices, most of which are conducted within the existing large older residential structures; public buildings and churches; and other service-type uses. The office and service residential district provides for a gradual transition of use from commercial development in the central business district to the residentially developed areas along collector streets extending outward from the central business district and as a transition from the heavily developed strip commercial along Route 13 to the older residential areas.

Attachment B – Permitted Use Matrix

(x-permitted, se-special exception, o-ordinance permit)

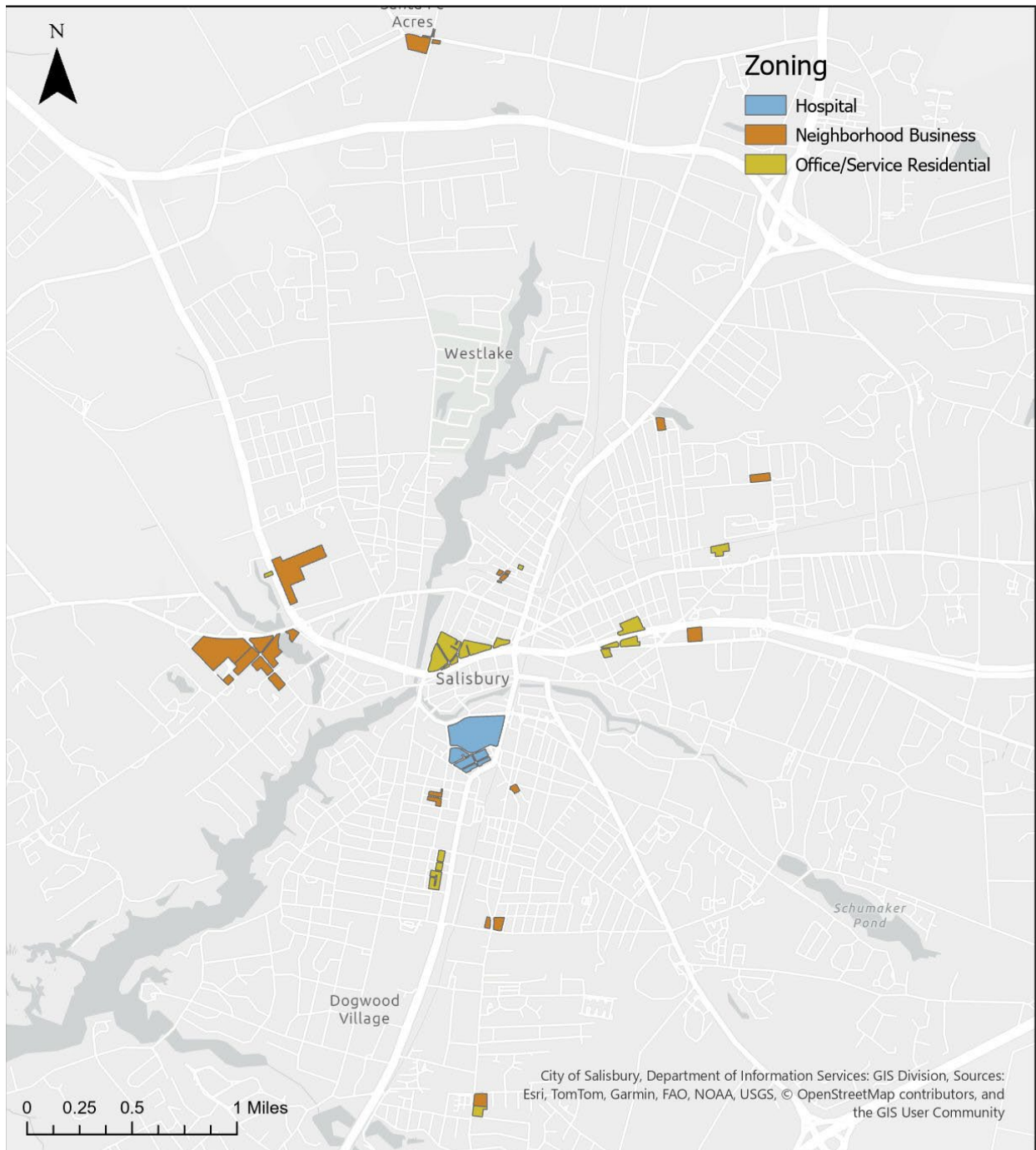
	Neighborhood Business	Office and Service Residential	Hospital
Apartments above the first floor	x		
Apartments (up to 4 units, residential or mixed use)		x	
Apartment building/project	se		x
Boardinghouse/rooming house			x
Business, governmental, professional and finance office	x		
Care home		x	
Church/place of worship (excl. vehicle storage & maint.)	x	x	
Convenience store	x		
Custom repair and service shop (excludes vehicles)	x		
Day-care center or nursery school	o	o	
Day-care facilities for the elderly and handicapped	x	x	
Drive-in bank	x		
Drugstore	x		x
Dwellings (single and two-family)		x	x
Family day-care home			x
Firehouse	x		
Florist			x
Group domiciliary care facility		x	x
Hairdresser shop	x	x	x
Hospital and hospital accessory structures			x
Laundromat	x		
Medical and dental office and clinic	x		x
Medical-care facility			x
Medical center			x
Neighborhood shopping center (max 30,000 square feet)	x		
Neighborhood shopping center (30,000 - 100,000 sq. ft.)	se		
Nursing or physician schools			x
Office(s)		x	
Parking lot or structure			x
Pet-grooming shop	x		
Police station	x	x	
Restaurant	x		x



City of Salisbury

Restaurant (fast-food carry-out)	x		
Specialty shop	x	x	x
Studio	x	x	
Travel agency		x	
Utility substation	o	o	

Attachment C – Specialty Shop Zoning Districts Map



ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SALISBURY AMENDING CHAPTER
17.04.120 OF THE SALISBURY CITY CODE TO REVISE THE DEFINITION OF
A “SPECIALTY SHOP.”**

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code (the "Salisbury City Code") demonstrates a need for its periodic review, evaluation and amendment, in order to comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the "City");

WHEREAS, the Mayor and Council of the City of Salisbury (the "Mayor and Council") are authorized by MD Code, Local Government. 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, the Mayor and Council may amend Title 17 (Zoning) of the Salisbury City Code pursuant to the authority granted by MD Code, Land Use, §4-102, subject to the provisions set forth in Section 17.228.020;

WHEREAS, the Department of Infrastructure and Development has determined that current definition of a “specialty shop” is restrictive and prohibits several uses that would otherwise fall within the commonly understood definition of a “specialty shop”;

WHEREAS, the Mayor and Council therefore find that the health, safety and general welfare of the citizens of the City will be furthered by amending Chapter 17.04.120 of the Salisbury City Code to update and expand the definition of a “specialty shop” as provided for herein;

WHEREAS, pursuant to Section 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code requires the recommendation of the Salisbury Planning Commission (the “Planning Commission”) prior to the passage of an ordinance amending Chapter 17;

WHEREAS, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of Section 17.228.020 of the Salisbury City Code on [REDACTED], 2026;

WHEREAS, at the conclusion of its [REDACTED], 2026 meeting, the Planning Commission recommended, by a vote of [REDACTED] - [REDACTED], that the amendment to Section 17.04.120 of the Salisbury City Code set forth herein be approved by the Mayor and Council; and

WHEREAS, the Mayor and Council have determined that the amendment to Chapter 17.04.120 of the Salisbury City Code set forth below shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Chapter 17.04.120 of the Salisbury City Code is hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows

Section 1. Section 17.04.120 of the Salisbury City Code, entitled “Definitions” shall be amended as follows:

17.04.120 – Definitions.

The following definitions have been used or considered in the construction of this title and shall be used in its interpretation:

...

~~“‘Specialty shop’ means a shop for the sale of antiques/collectibles or handcraft and supplies, including artwork, leatherwork, pottery, needlework or similar items which may be made on the premises.”~~

“Specialty shop” means a retail store that sells a specialized line of merchandise related to a specific category or brand of products but does not include adult entertainment businesses, cannabis dispensaries, or alcohol and tobacco sales. No outdoor storage is permitted as part of this use.

...

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

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

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

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the _____ day of _____, 2026 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____ day of _____, 2026.

ATTEST:

Julie A. English, City Clerk

Angela M. Blake, City Council President

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

Randolph J. Taylor, Mayor

**SALISBURY PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT**

In accordance with the provisions of Section 17.228, Amendments and Rezoning, of the Salisbury Municipal Code, the City of Salisbury proposes an amendment to the text of Title 17, Zoning, Section 17.04.120, entitled “Definitions”, to expand the definition of “specialty shop” to permit additional uses.

A PUBLIC HEARING WILL BE HELD ON

Thursday, February 12, 2026 at 4:00 p.m. in the in the Council Chambers, Room 301, of the Government Office Building, 125 North Division Street, Salisbury, Maryland to hear opponents and proponents, if there be any.

Subsequent to the consideration of this proposal by the Salisbury Planning and Zoning Commission, a recommendation will be made to the Salisbury City Council for its consideration at a Public Hearing.

The Commission reserves the right to close a part of this meeting in accordance with the Annotated Code of Maryland, General Provisions, section 3-305(b).

(FOR FURTHER INFORMATION CALL 410-548-3170)

Betsy Jackson, City Planner

Publication Dates: January 28, 2026
 February 4, 2026

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AN ORDINANCE OF THE CITY OF SALISBURY AMENDING CHAPTER 17.04.120 OF THE SALISBURY CITY CODE TO REVISE THE DEFINITION OF A “SPECIALTY SHOP.”

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code (the "Salisbury City Code") demonstrates a need for its periodic review, evaluation and amendment, in order to comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the "City");

WHEREAS, the Mayor and Council of the City of Salisbury (the "Mayor and Council") are authorized by MD Code, Local Government, 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, the Mayor and Council may amend Title 17 (Zoning) of the Salisbury City Code pursuant to the authority granted by MD Code, Land Use, §4-102, subject to the provisions set forth in Section 17.228.020;

WHEREAS, the Department of Infrastructure and Development has determined that current definition of a “specialty shop” is restrictive and prohibits several uses that would otherwise fall within the commonly understood definition of a “specialty shop”;

WHEREAS, the Mayor and Council therefore find that the health, safety and general welfare of the citizens of the City will be furthered by amending Chapter 17.04.120 of the Salisbury City Code to update and expand the definition of a “specialty shop” as provided for herein;

WHEREAS, pursuant to Section 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code requires the recommendation of the Salisbury Planning Commission (the “Planning Commission”) prior to the passage of an ordinance amending Chapter 17;

WHEREAS, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of Section 17.228.020 of the Salisbury City Code on February 12, 2026;

WHEREAS, at the conclusion of its February 12, 2026 meeting, the Planning Commission recommended, by a vote of 6-0, that the amendment to Section 17.04.120 of the Salisbury City Code set forth herein be approved by the Mayor and Council; and

WHEREAS, the Mayor and Council have determined that the amendment to Chapter 17.04.120 of the Salisbury City Code set forth below shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Chapter 17.04.120 of the Salisbury City Code is hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows

Section 1. Section 17.04.120 of the Salisbury City Code, entitled “Definitions” shall be amended as follows:

17.04.120 – Definitions.

The following definitions have been used or considered in the construction of this title and shall be used in its interpretation:

...

48 “‘Specialty shop’ means a shop for the sale of antiques/collectibles or handicraft and supplies, including
49 artwork, leatherwork, pottery, needlework or similar items which may be made on the premises.”

50 **“Specialty shop” means a retail store that sells a specialized line of merchandise related to a**
51 **specific category or brand of products but does not include adult entertainment businesses,**
52 **cannabis dispensaries, or alcohol and tobacco sales. No outdoor storage is permitted as part of this**
53 **use.**

54 ...

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

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

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

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

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

67 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
68 Salisbury held on the 9 day of March, 2026 and thereafter, a statement of the substance of the
69 Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the
70 City of Salisbury on the 23 day of March, 2026.

71 **ATTEST:**

72 _____
73 **Julie A. English, City Clerk**

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

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

77 _____
78 **Randolph J. Taylor, Mayor**



Memo

To: Mayor's Office
From: Sandy Green, Director of Finance
Date: February 23, 2026
Subject: Authorization of General Obligation Bonds, Bond Anticipation Notes, and Refunding Bonds FY2026 Capital Projects -2nd Reading

The ordinance provides the legal authority necessary for the City to:

1. Finance critical infrastructure and facility improvements identified in the FY2026 Capital Improvement Plan.
2. Utilize short-term Bond Anticipation Notes, if necessary, to provide interim project funding.
3. Refinance existing bonds through refunding bonds to achieve debt service savings or restructuring benefits when appropriate.
4. Pledge the City's full faith and credit and unlimited taxing authority to secure repayment.

The total authorization is capped at \$3,000,000, allocated as follows:

- Neighborhood Infrastructure Improvements – \$1,000,000
- Naylor Mill Road Bridge Replacement – \$700,000
- Exhibit/Facility Improvements (AZA Reaccreditation) – \$500,000
- Poplar Hill Building Improvements – \$150,000
- Westside Community Center Improvements – \$350,000
- Costs of Issuance – \$300,000

Projects may include construction, reconstruction, renovation, utility improvements, engineering, design, administrative expenses, contingencies, and other related costs.

Improvements related to zoo facilities are intended to support reaccreditation by the Association of Zoos and Aquariums, ensuring continued compliance with national standards.

The ordinance authorizes flexibility in how the City issues debt:

- General Obligation Bonds may be issued in one or more series.
- Bond Anticipation Notes may be issued as short-term financing prior to permanent bond issuance.
- Refunding Bonds may be issued to refinance existing bonds for savings or improved debt structure (capped at 130% of refunded principal, consistent with Maryland law).

Specific terms—including interest rates, maturities, redemption provisions, and method of sale—will be approved by Council resolution at the time each series is issued.

- Maximum new borrowing: \$3,000,000
- Annual debt service will depend on:
 - o Interest rates at time of issuance
 - o Final maturity schedule
 - o Bond structure

Debt service will be secured by the City's unlimited taxing authority but may also be paid from other legally available revenues. If grant funds or other external funding sources are received, required tax levies may be reduced proportionately.

A detailed debt service schedule will be presented to Council prior to issuance of any bonds.

The ordinance:

- Allows reallocation of bond proceeds among approved projects through proper budget procedures.
- Permits consolidation with other bond issuances when advantageous.
- Delegates authority to designated City officials to execute financing documents.
- Is not subject to referendum under the City Charter.

Approval of this ordinance will provide the necessary financing authority to implement FY2026 capital projects in a timely and fiscally responsible manner while preserving flexibility to respond to market conditions.

Attachment(s):

[Ord2979](#)

ORDINANCE NO. 2979

AN ORDINANCE OF THE COUNCIL (THE "COUNCIL") OF THE CITY OF SALISBURY TO AUTHORIZE AND EMPOWER CITY OF SALISBURY (THE "CITY") TO SELL AND ISSUE FROM TIME TO TIME, UPON ITS FULL FAITH AND CREDIT, ONE OR MORE SERIES OF (1)(A) GENERAL OBLIGATION BONDS AND (B) GENERAL OBLIGATION BOND ANTICIPATION NOTES, EACH IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000), AND (2) GENERAL OBLIGATION REFUNDING BONDS, SUBJECT TO THE LIMITATIONS PROVIDED FOR HEREIN, THE PROCEEDS OF THE SALE THEREOF TO BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF FINANCING, REIMBURSING OR REFINANCING COSTS OF THE PUBLIC PURPOSE PROJECTS IDENTIFIED HEREIN AS NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS, NAYLOR MILL ROAD BRIDGE REPLACEMENT, EXHIBIT/FACILITY IMPROVEMENTS AZA REACCREDITATION, POPLAR HILL BUILDING IMPROVEMENTS (SHUTTER, HVAC, SIDING), WESTSIDE COMMUNITY CENTER, AND COSTS OF ISSUANCE; SPECIFYING THE MAXIMUM ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF THE BONDS OR BOND ANTICIPATION NOTES PROVIDED FOR HEREIN TO BE ALLOCATED TO EACH SUCH PROJECT, SUBJECT TO REALLOCATION BY THE CITY AS DESCRIBED HEREIN; PROVIDING THAT THE COUNCIL BY RESOLUTION SHALL DETERMINE, APPROVE OR PROVIDE FOR VARIOUS MATTERS RELATING TO THE AUTHORIZATION, SALE, SECURITY, ISSUANCE, DELIVERY, PAYMENT AND PREPAYMENT OR REDEMPTION OF AND FOR EACH ISSUED SERIES OF ANY BONDS, BOND ANTICIPATION NOTES AND REFUNDING BONDS (EACH A "SERIES OF THE OBLIGATIONS" OR THE "OBLIGATIONS"); PROVIDING FOR THE IMPOSITION OF AD VALOREM TAXES SUFFICIENT FOR, AND PLEDGING THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE CITY TO, THE PAYMENT OF DEBT SERVICE ON EACH ISSUED SERIES OF THE OBLIGATIONS; PROVIDING THAT DEBT SERVICE ON EACH ISSUED SERIES OF THE OBLIGATIONS ALSO MAY BE PAID FROM ANY OTHER SOURCES OF REVENUE LAWFULLY AVAILABLE TO THE CITY FOR SUCH PURPOSE; PROVIDING THAT CERTAIN ACTIONS MAY BE TAKEN OR PROVIDED FOR BY RESOLUTION IN CONNECTION WITH THE REISSUANCE OR MODIFICATION OF ANY OF THE OBLIGATIONS; PROVIDING THAT ANY OF THE OBLIGATIONS MAY BE

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CONSOLIDATED WITH OTHER OBLIGATIONS OF THE CITY AND ISSUED AS A SINGLE SERIES OF BONDS, BOND ANTICIPATION NOTES AND/OR REFUNDING BONDS; AUTHORIZING, DIRECTING AND EMPOWERING OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE OBLIGATIONS; AUTHORIZING MODIFICATIONS OF THE OBLIGATIONS TO BE MADE BY RESOLUTION UNLESS ANOTHER ACTION IS REQUIRED; PROVIDING THAT THIS TITLE SHALL BE DEEMED A STATEMENT OF THE SUBSTANCE OF THIS ORDINANCE FOR ALL PURPOSES; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE SALE, ISSUANCE, DELIVERY AND PAYMENT OF AND FOR THE OBLIGATIONS.

RECITALS

WHEREAS, City of Salisbury, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act, the Bond Anticipation Note Act and the Refunding Act identified below (the “City”), is authorized and empowered by Sections 19-301 through 19-309 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Enabling Act”), and Sections SC7-45 and SC7-46 of the Charter of the City of Salisbury, as replaced, supplemented or amended (the “Charter”), to borrow money for any proper public purpose and to evidence such borrowing by the sale and issuance of its general obligation bonds; and

WHEREAS, the City has determined to undertake the public purpose projects identified in Section 3(b) of this Ordinance; and

WHEREAS, the City has determined to authorize the sale and issuance from time to time of one or more series of its general obligation bonds in order to finance, reimburse or refinance all or a portion of the costs of any components of any of the public purpose projects identified in Section 3 of this Ordinance; and

WHEREAS, prior to issuing one or more series of the general obligation bonds authorized hereby, the City may need to obtain interim financing in order to finance, reimburse or refinance applicable project costs on a timely basis through the sale and issuance from time to time of general obligation bond anticipation notes in one or more series as authorized by Sections 19-211 through 19-223 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Bond Anticipation Note Act”); and

WHEREAS, subsequent to the issuance of any general obligation bonds provided for herein, the City may desire to currently refund or advance refund all or a portion of such bonds through the

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84 sale and issuance from time to time of one or more series of its general obligation refunding bonds as
85 authorized by Section 19-207 of the Local Government Article of the Annotated Code of Maryland,
86 as replaced, supplemented or amended (the “Refunding Act”); and
87

88 **WHEREAS**, the City has determined to pledge its full faith and credit and unlimited taxing
89 power to the prompt payment of debt service on any issued general obligation bonds, bond
90 anticipation notes or refunding bonds authorized hereby; and
91

92 **WHEREAS**, the City shall issue any general obligation bonds, bond anticipation notes or
93 refunding bonds authorized hereby in accordance with the terms and conditions provided for in a
94 resolution or resolutions to be adopted by the Council of the City (the “Council”) pursuant to the
95 authority of the Enabling Act, the Bond Anticipation Note Act, the Refunding Act, other applicable
96 law, Sections SC7-45 and SC7-46 of the Charter and this Ordinance, as applicable.
97

98 **SECTION 1. NOW, THEREFORE BE IT ENACTED AND ORDAINED BY THE**
99 **COUNCIL OF THE CITY OF SALISBURY, MARYLAND** that:
100

101 (a) The Recitals to this Ordinance are deemed a substantive part of this Ordinance and
102 incorporated by reference herein. Capitalized terms used in the Sections of this Ordinance and not
103 defined herein shall have the meanings given to such terms in the Recitals.

104 (b) References in this Ordinance to any official by title shall be deemed to refer (i) to any
105 official authorized under the Charter, the code of ordinances of the City (the “City Code”) or other
106 applicable law or authority to act in such titled official’s stead if the position in question is vacant or
107 during the absence, disability or unavailability of such titled official, (ii) to any person who has been
108 elected, appointed or designated to fill such position in an acting or interim capacity under the Charter,
109 the City Code or other applicable law or authority, (iii) to any person who serves in a “deputy,”
110 “associate” or “assistant” capacity as such an official, provided that the applicable responsibilities,
111 rights or duties referred to herein have been delegated to such deputy, associate or assistant in
112 accordance with the Charter, the City Code or other applicable law or authority, and/or (iv) to the
113 extent an identified official commonly uses another title not provided for in the Charter, the City Code
114 or other applicable law or authority, the official, however known, who is charged under the Charter,
115 the City Code or other applicable law or authority with the applicable responsibilities, rights or duties
116 referred to herein.

117 (c) References in this Ordinance to the “par amount” of any of the Bonds, the BANs, the
118 Refunding Bonds or the Obligations (each as defined herein) shall be construed to mean the principal
119 amount of such Bonds, BANs, Refunding Bonds or Obligations, as applicable. References in this
120 Ordinance to the “proceeds” of any of the Bonds, the BANs, the Refunding Bonds or the Obligations
121 shall be construed to mean par amount, any net original issue premium realized upon sale and any
122 investment earnings. References in this Ordinance to “investment earnings” shall be construed to
123 include interest income.

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(d) References in this Ordinance to City officials shall be construed to include references to City employees, to the extent applicable.

(e) References in this Ordinance to the term “owner” with respect to any issued Bonds, BANs, Refunding Bonds or Obligations shall be construed to refer to the owners in whose names such instruments are registered with the applicable registrar and, with respect to any references in this Ordinance to notice to or consent of owners of the applicable instruments not being required, shall also be construed to refer to the beneficial owners of such instruments when held in book-entry form.

SECTION 2. BE IT FURTHER ENACTED AND ORDAINED that pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter and any other applicable law, the City hereby determines to borrow money and incur indebtedness from time to time for the public purpose of financing, reimbursing or refinancing costs (as defined in Section 3(b) hereof) of any one or more components of the Projects identified in Section 3(b) hereof.

SECTION 3. BE IT FURTHER ENACTED AND ORDAINED that:

(a) To evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the City, acting pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter and any other applicable law, hereby determines to authorize the sale and issuance from time to time, in one or more series, upon its full faith and credit, of its general obligation bonds in an original aggregate principal amount not to exceed Three Million Dollars (\$3,000,000) (each, a “series of the Bonds” and, collectively, the “Bonds”). Any series of the Bonds may be issued as one or more bonds and any such bond may be issued in installment form and/or draw-down form.

(b) With respect to the projects listed below, the word “costs” as used in Section 2 hereof shall include, as applicable, costs of the following activities and expenses: land and right-of-way acquisition and development; acquisition of other property rights; site and utility improvements, including, without limitation, grading, landscaping, paving and repaving, sidewalk, curb, gutter, storm water, water and sewer improvements, street lights, traffic control improvements, other amenities, and related or similar activities and expenses; demolition, razing and removal and related or similar activities and expenses; acquisition, construction, expansion, reconstruction, replacement, renovation, rehabilitation, upgrading, improvement, installation, furnishing and equipping activities and expenses, and related or similar activities and expenses; planning, design, testing, study, feasibility, surveying, architectural, engineering, document development, bidding, permitting, inspection, construction management, financial, administrative and legal expenses, and related or similar activities and expenses; contingencies; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); interest during construction and for a reasonable period thereafter (whether or not expressly so stated); and any such costs that may represent the City’s share or contribution to the financing, reimbursement or refinancing of the costs of any such project (collectively, “Costs of the Projects” or “Costs”). The maximum original aggregate principal amount

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of the Bonds (or the BANs, as identified in Section 6 hereof) to be appropriated or applied to the Costs of the Projects (exclusive of any net original issue premium realized upon sale or investment earnings that may be applied for such purposes) shall be allocated among the following public purpose projects in the maximum principal amount set forth opposite each, except as otherwise herein provided:

	<u>Project Name</u>	<u>Maximum Principal Amount</u>
1.	Neighborhood Infrastructure Improvements (1)	\$1,000,000
2.	Naylor Mill Road Bridge Replacement (1)	700,000
3.	Exhibit/Facility Improvements AZA Reaccreditation (1)	500,000
4.	Poplar Hill Building Improvements (Shutter, HVAC, Siding) (1)	150,000
5.	Westside Community Center (1)(2)	350,000
6.	Costs of Issuance (3)	<u>300,000</u>
TOTAL		<u>\$3,000,000</u>

¹ Project was approved for bond funding in fiscal year 2026 by the fiscal year 2026 budget ordinance (Ordinance No. 2935).

² The City may also refer to this project as the West Salisbury Community Center.

³ Project is scheduled to be approved for bond funding during fiscal year 2026 by amendments to the fiscal year 2026 budget ordinance.

The projects, including costs of issuance, identified in items 1-6 above are collectively referred to herein as the “Projects” or, individually, as a “Project.” The Projects described in items 1-6 above are identified by approximately the same names as such Projects are identified in City budgets and related materials. By inclusion in the table above, the City hereby appropriates up to the maximum principal amount of any issued Bonds (or any issued BANs, as applicable) for application to the Costs of the Projects as provided for in such table, subject to the further provisions of this Ordinance.

(c) The City, without notice to or the consent of any owners of any issued Bonds (or the owners of any issued BANs, as applicable), may allocate and reallocate the maximum principal amount of any issued Bonds (and of any issued BANs, as applicable) (exclusive of any net original issue premium realized upon sale or investment earnings that may be applied for such purposes) to be spent on Costs of the Projects among any of the Projects in compliance with applicable budgetary procedures or applicable law, including, to the extent applicable, by resolution.

(d) It is the intention of the Council that, without having to amend this Ordinance, unless an amendment is necessary to modify the definition of “Costs of the Projects,” and without notice to or the consent of the owners of any issued Bonds (or the owners of any issued BANs

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provided for in Section 6 hereof, as applicable), the principal amount of any issued Bonds (or of any issued BANs, as applicable) may be spent on any applicable Costs of the Projects, notwithstanding the descriptive names used for the Projects in the table above, including, without limitation, costs related to changes in the scope of and/or name of any Project effected through applicable budgetary procedures or applicable law.

(e) The Council, by adoption of a resolution that supplements and amends the resolution or resolutions providing for the expenditure of proceeds of an issued series of the Bonds or the BANs, without having to amend this Ordinance, and without notice to or the consent of the owners of such issued Bonds or BANs, as applicable, may reallocate any portion of the principal amount of such issued series to any of the Projects provided for in this Ordinance that were not included in such resolution or resolutions.

(f) The Council, by enactment of an ordinance that supplements and amends this Ordinance and, to the extent applicable, by adoption of one or more resolutions that supplement and amend any corresponding resolution or resolutions, and without notice to or consent of the owners of any issued Bonds (or the owners of any issued BANs, as applicable), may reallocate any portion of the principal amount thereof to be spent on Costs of the Projects (as such definition may be amended by supplemental ordinance) of one or more additional projects identified in such supplemental ordinance (and to the extent applicable, in any supplemental resolution) and, in such event, (i) references in this Ordinance to the “Projects” shall be deemed to include the Projects identified in subsection (b) above and all such additional projects (unless any original or additional project is removed entirely from the definition of the Projects by a supplemental ordinance), and (ii) references in this Ordinance to “Costs of the Projects” shall be deemed to include any modifications to such definition, as applicable. After any such reallocation is made by supplemental ordinance, the Council, without having to further amend this Ordinance and without notice to or the consent of the owners of any issued Bonds (or the owners of any issued BANs, as applicable), may reallocate the maximum principal amount of any issued Bonds (and of any issued BANs, as applicable) to be spent on Costs of the Projects among all such authorized projects in compliance with applicable budgetary procedures or applicable law.

(g) In the event the City issues any series of the BANs pursuant to Section 6 of this Ordinance, proceeds of the Bonds of any series in anticipation of which such series of the BANs were issued may also be applied to prepay or pay principal, premium and/or interest on such series of the BANs as well as costs of issuance thereof in accordance with the provisions of the Bond Anticipation Note Act, and such application shall be deemed the payment of Costs of the Projects for purposes of this Ordinance.

(h) Subject to the foregoing provisions of this Section 3, by resolution or as otherwise allowed by applicable law, and without notice to or the consent of any owners of any issued Bonds (or of any issued BANs, as applicable), the Council may determine or provide for the determination of, and subsequently reallocate, how any unexpended par amount of any series of the issued Bonds

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(or any series of the issued BANs, as applicable), net original issue premium realized upon sale and/or any investment earnings shall be expended, which may include, without limitation, on Costs of the Projects (including costs of issuance), and/or on debt service payable or prepayable on any such series of the issued Bonds or of the issued BANs, as applicable, to the extent not prohibited by applicable law.

(i) To the extent not prohibited by applicable law, the authorization of the sale and issuance of the Bonds and the BANs provided for in this Ordinance in order to finance, reimburse or refinance Costs of the Projects shall be construed to authorize the sale and issuance of any series of the Bonds or the BANs in any fiscal year later than fiscal year 2026 for such purpose in the event such authority is not fully used in fiscal year 2026, for whatever reason; provided that, no BANs shall be issued to finance, reimburse or refinance Costs of any Project once the authority to issue Bonds to finance, reimburse or refinance Costs of such Project has been used up to the maximum principal amount specified for such Project in the table in subsection (b) above, as such maximum principal amount may be adjusted in accordance with the foregoing provisions of this Section 3.

SECTION 4. BE IT FURTHER ENACTED AND ORDAINED that the proceeds of the Bonds shall be used and applied by the City exclusively and solely for the public purposes described or provided for in Section 3 of this Ordinance.

SECTION 5. BE IT FURTHER ENACTED AND ORDAINED that pursuant to the authority of the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, this Ordinance and any other applicable law, the Council, prior to the sale, issuance and delivery of each series of the Bonds, shall adopt a resolution or resolutions specifying, prescribing, determining, providing for or approving such matters, details, forms (including, without limitation, the form or substantially final form of the Bonds of such series), documents or procedures as may be required by the Enabling Act, Sections SC7-45 and SC7-46 of the Charter, other applicable law or this Ordinance or as the Council may deem appropriate for the authorization, sale, security, issuance, delivery, payment, prepayment or redemption of or for such series of the Bonds, subject to the limitations of any applicable law. Any such resolution may, subject to the limitations of any applicable law, set forth, determine or provide for the determination of, provide for, or approve or provide for the approval of, among other matters, as applicable, the designation of such series of the Bonds; the date of issuance of such series of the Bonds; the original aggregate principal amount of such series of the Bonds; the denomination or denominations of such series of the Bonds; the maturity or maturities of such series of the Bonds, or the method of determining such maturity or maturities; the principal installment or installments payable on such series of the Bonds or the method of determining such principal installments; the rate or rates of interest, or the method of determining the rate or rates of interest, payable on such series of the Bonds, which may be fixed or variable; provisions for the payment of late fees, additional interest and/or penalties payable with respect to such series of the Bonds and/or adjustments to interest rates; the purchase price for such series of the Bonds (which may be at, above or below par value) or the method of determining the purchase price; provisions relating to the prepayment or redemption of such series of the Bonds at the City's option or by mandatory sinking fund payments; provisions

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allowing the owners of such series of the Bonds to put or cause the prepayment or redemption of the same at their option; the manner of selling such series of the Bonds, which may be by private (negotiated) sale without advertisement or solicitation of competitive bids (including in a negotiated underwriting or by direct purchase) or at public sale after publication or dissemination of the notice of sale (in any manner permitted by applicable law), and all matters in connection therewith, including any forms or substantially final forms of documents, agreements, certificates, instruments or notices authorized or required by applicable law; provisions for the execution of such series of the Bonds; whether any net original issue premium realized upon sale shall be applied to reduce the par amount of such series of the Bonds to be issued for the intended purposes; any limitations on the Costs of the Projects on which the proceeds of such series of the Bonds may be expended and further provisions for the appropriation, disposal and investment of such proceeds; unless otherwise required by applicable law, the selection of any bond registrar, paying agent, investment bidding agent or other appropriate service providers in connection with such series of the Bonds; certifications, representations, determinations, designations or elections relating to the tax-exempt or taxable status of interest payable on such series of the Bonds; and all other terms and conditions pursuant to which such series of the Bonds will be issued, sold and delivered, including, without limitation, any other determinations to be made or provided for by resolution as required by Charter Section SC7-46.A. Among other matters, the Council by resolution may authorize, approve or otherwise provide for (i) payment of any commitment fee, breakage fee or other fee and any other costs (including other parties' legal costs and expenses) payable in connection with any series of the Bonds, (ii) the obtaining of credit enhancement or liquidity enhancement for any series of the Bonds (and the negotiation, approval, execution and delivery of any agreements or documents relating thereto), and (iii) any other agreements, documents, instruments or determinations necessary or desirable to enhance the marketability of or as security for any series of the Bonds, including, without limitation, any ratings, any official statement or similar disclosure document or any continuing disclosure undertaking required to satisfy the requirements of Securities and Exchange Commission Rule 15c2-12. By resolution the Council may delegate to one or more City officials the authority to make any of the determinations, approvals or other decisions contemplated by this Section 5. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the matters identified in this Section 5 for more than one series of the Bonds.

SECTION 6. BE IT FURTHER ENACTED AND ORDAINED that:

(a) Pursuant to the authority of the Bond Anticipation Note Act, Sections SC7-45 and SC7-46 of the Charter and any other applicable law, the City is hereby authorized and empowered to sell and issue, upon its full faith and credit, its general obligation bond anticipation notes in one or more series from time to time in an original aggregate principal amount not to exceed Three Million Dollars (\$3,000,000) (each, a "series of the BANs" and, collectively, the "BANs"), prior to and in anticipation of the sale of any series of the Bonds, for the public purpose of financing, reimbursing or refinancing Costs of the Projects on an interim basis. Any such series of the BANs may consist of one or more notes and any note may be issued in installment form and/or draw-down form.

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(b) Prior to the sale, issuance and delivery of each series of the BANs, the Council shall adopt a resolution or resolutions pursuant to the authority of the Bond Anticipation Note Act, Sections SC7-45 and SC7-46 of the Charter, any other applicable law and this Ordinance authorizing such series of the BANs and specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the BANs, the same types of matters, details, forms, documents, procedures or determinations detailed in Section 5 hereof that may be made or addressed with respect to any series of the Bonds, to the extent applicable with respect to such series of the BANs, and as otherwise may be authorized or required by applicable law, including, without limitation, whether any net original issue premium realized upon sale shall be applied to reduce the par amount of such series of the BANs to be issued for the intended purposes. By resolution the Council may delegate to one or more City officials the authority to make any determinations, approvals or decisions with respect to any series of the BANs. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 6 for more than one series of the BANs.

(c) The City hereby covenants (i) to pay from the proceeds of one or more series of the Bonds the principal of any series of the BANs actually issued, (ii) to the extent that interest on any series of the BANs is not paid from proceeds of such BANs (within the limitations of applicable law), to pay the interest on such series of the BANs from the proceeds of one or more series of the Bonds, and (iii) to issue the applicable series of the Bonds as soon as there is no longer a reason for deferring its issuance. This covenant shall not be construed to prevent the City from paying principal of and/or interest on any series of the BANs from sources of funds other than proceeds of the Bonds, to the extent such other funds are available for such purpose.

(d) As authorized by the Bond Anticipation Note Act, by resolution the Council may provide for the renewal of any series of the BANs at maturity with or without resale, together with any amendments or modifications to or replacements of such series of the BANs and any related documentation.

SECTION 7. BE IT FURTHER ENACTED AND ORDAINED that:

(a) Pursuant to the authority of the Enabling Act, the Refunding Act, Sections SC7-45 and SC7-46 of the Charter and any other applicable law, the City is hereby authorized and empowered to sell and issue, upon its full faith and credit, its general obligation refunding bonds in one or more series from time to time (each, a “series of the Refunding Bonds” and, collectively, the “Refunding Bonds”), for the purpose of currently refunding or advance refunding in whole or in part any of the Bonds then outstanding, including paying all or any portion of the following: outstanding principal, any prepayment or redemption premium, and/or interest accrued or to accrue to the date or dates of prepayment, redemption, purchase or maturity of the Bonds to be refunded, paying costs and expenses in connection with the sale, issuance and delivery of such series of the Refunding Bonds (including, without limitation, legal and financial costs and costs of any credit

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enhancement or liquidity enhancement), and, to the extent determined or provided for by the Council by resolution, paying interest on such series of the Refunding Bonds, for the public purpose of (A) realizing savings to the City in the total cost of debt service on a direct comparison or present value basis, (B) debt restructuring that reduces the total cost of debt service, (C) debt restructuring that is determined to be in the best interests of the City, to be consistent with the City's long-term financial plan, and to realize a financial objective of the City, including improving the relationship of debt service to any source of payment such as taxes, assessments or other charges, and/or (D) for any other purpose then authorized by the Refunding Act or other applicable law, and as determined or provided for by the Council by resolution; provided that, the original aggregate principal amount of any series of the Refunding Bonds shall not exceed one hundred thirty percent (130%) of the aggregate principal amount of the Bonds refunded therefrom. Any such series of the Refunding Bonds may consist of one or more bonds and any bond may be issued in installment form and/or draw-down form. Any series of the Refunding Bonds may be issued in any fiscal year of the City.

(b) Prior to the sale, issuance and delivery of each series of the Refunding Bonds, the Council shall adopt a resolution or resolutions pursuant to the authority of the Refunding Act, Sections SC7-45 and SC7-46 of the Charter, any other applicable law and this Ordinance authorizing such series of the Refunding Bonds and specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the Refunding Bonds, the same types of matters, details, forms, documents, procedures and determinations detailed in Section 5 hereof that may be made or addressed with respect to any series of the Bonds, to the extent applicable to such series of the Refunding Bonds, and as otherwise may be authorized or required by applicable law, including, without limitation, the purposes of the Refunding Act or other applicable law to be achieved by the issuance of such series of the Refunding Bonds; whether any net original issue premium realized upon sale shall be applied to reduce the par amount of such series of the Refunding Bonds to be issued for the intended purposes; unless otherwise required by applicable law, the selection of any escrow agent, verification consultant, escrow bidding agent or other service provider; the determination of the Bonds to be refunded in whole or in part from such series of the Refunding Bonds; and any agreements, documents or other instruments necessary or desirable in connection with the refunding. By resolution the Council may delegate to one or more City officials the authority to make any determinations, approvals or decisions with respect to any series of the Refunding Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 7 for more than one series of the Refunding Bonds.

(c) By resolution or as otherwise allowed by applicable law, and without notice to or the consent of the owners of any issued series of the Refunding Bonds, the Council may determine or provide for the determination of, and subsequently reallocate, how any unexpended par amount of such series of the Refunding Bonds, net original issue premium realized upon sale and/or investment earnings shall be expended, which may include, without limitation, on refunding the

Underlining : Indicates material added by amendment after introduction
~~Strike-through~~ : Indicates material deleted by amendment after introduction

applicable Bonds, on costs of issuance of such series of the Refunding Bonds, and/or on debt service payable or prepayable on such series of the Refunding Bonds, to the extent not prohibited by applicable law.

SECTION 8. BE IT FURTHER ENACTED AND ORDAINED that:

(a) The full faith and credit and unlimited taxing power of the City are hereby pledged to the payment of the principal of and interest on each series of the Bonds, the BANs or the Refunding Bonds actually issued, as applicable (each, a “series of the Obligations” and, collectively, the “Obligations”), when due and to the imposition of the taxes hereinbelow described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of each series of the Obligations. Subject to the further provisions of this Section 8, the City hereby covenants with the owners of the Obligations of each series to impose ad valorem taxes on all real and tangible personal property in the City that is subject to assessment for unlimited municipal taxation at a rate and in an amount sufficient to pay the principal of and the interest on the Obligations in each fiscal year in which any of the Obligations are outstanding and to take any further action that may be lawfully appropriate from time to time during the period that the Obligations of such series remain outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and the interest due thereon. If the proceeds from the taxes so imposed in any such fiscal year are inadequate for such payment, additional taxes shall be imposed in the succeeding fiscal year to make up such deficiency.

(b) The foregoing provisions shall not be construed so as to prohibit the City from paying the principal of and interest on the Obligations of any series from the proceeds of the sale of any other obligations of the City or from any other funds legally available for that purpose (including, without limitation, with respect to any BANs, from the proceeds of any Bonds and, with respect to any Bonds, from the proceeds of any Refunding Bonds). Within the limitations of any applicable Maryland or federal law (including, without limitation, to the extent applicable, the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder), the City may apply to the payment of the principal of or interest on the Obligations of any series any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if the funds are granted or paid to the City for the purpose of assisting the City in accomplishing the components of Costs of the Projects which the Obligations of such series are issued to finance, reimburse or refinance or are otherwise available for such purpose, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be imposed may be reduced proportionately.

(c) Pursuant to the authority of Section SC7-46.A. of the Charter, by resolution the Council may provide that all or a portion of the debt service on the allocable portion of any series of the Obligations shall be payable in the first instance from specified revenues or other moneys identified in such resolution, to the extent available for such purpose.

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431 **SECTION 9. BE IT FURTHER ENACTED AND ORDAINED** that by resolution, the
432 Council may make any appropriate arrangements (including, without limitation, by authorizing one
433 or more appropriate officials to make any elections, designations, determinations or filings on the
434 City's behalf) in the event any right of the owner of an Obligation to put or cause the prepayment or
435 redemption of such Obligation at its option, or any change in the interest rate of an Obligation, or any
436 other modification to an Obligation could lead to a reissuance of such Obligation for purposes of the
437 Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated
438 thereunder.

439
440 **SECTION 10. BE IT FURTHER ENACTED AND ORDAINED** that by resolution, the
441 Council may determine that any of the Bonds, the BANs or the Refunding Bonds may be consolidated
442 with any bonds, bond anticipation notes and/or refunding bonds authorized by the Council and issued
443 as a single series of bonds, bond anticipation notes and/or refunding bonds, as applicable.

444
445 **SECTION 11. BE IT FURTHER ENACTED AND ORDAINED** that by resolution the
446 Council may make or authorize any modifications to (i) any series of the Obligations once issued, and
447 (ii) any related documentation, agreements, certificates or instruments, unless under applicable law
448 or the provisions of this Ordinance the proposed modifications require action by ordinance in addition
449 to or in place of a resolution.

450
451 **SECTION 12. BE IT FURTHER ENACTED AND ORDAINED** that with respect to any
452 series of the Obligations, the Council by resolution may delegate to one or more specified officials
453 the authority to negotiate, approve, execute and deliver, as applicable, any documents, agreements,
454 certificates or instruments relating to such Obligations or to take other actions with respect thereto.
455 The following City officials: the Mayor, the City Administrator, the Director of Finance, the City
456 Clerk and all other appropriate officials and employees of the City are hereby authorized, empowered
457 and directed to (i) take any and all action necessary to complete and close the sale, issuance and
458 delivery of any issued series of the Bonds, the BANs or the Refunding Bonds, (ii) negotiate, approve,
459 execute and deliver all documents, agreements, certificates and instruments necessary or appropriate
460 in connection with any such sale, issuance and delivery, and (iii) carry out the transactions
461 contemplated by this Ordinance, any ordinance amendatory of or supplemental to this Ordinance, any
462 resolution adopted in furtherance of this Ordinance (including any amendatory or supplemental
463 resolutions), and any documents, agreements, certificates or instruments executed and delivered in
464 connection with any series of the Obligations, all to the extent any particular action is within the scope
465 of such official's authority and such authorization has not otherwise been delegated to one or more
466 specified City officials by ordinance or resolution.

467
468 **SECTION 13. BE IT FURTHER ENACTED AND ORDAINED** that nothing in this
469 Ordinance shall be construed as preventing the City from applying other available moneys to any of
470 the purposes for which any series of the Obligations is issued, in addition to proceeds of such
471 Obligations.

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Underlining : Indicates material added by amendment after introduction
~~Strike-through~~ : Indicates material deleted by amendment after introduction

SECTION 14. BE IT FURTHER ENACTED AND ORDAINED that in the event that, to the extent not prohibited by the Charter, at the time the City seal needs to be or may be impressed or affixed on any of the Obligations or any related documents, agreements, certificates, instruments the position of the City Clerk is vacant, or in the absence, disability or unavailability of any incumbent City Clerk, if no other City official has the authority to attest to the impression or affixing of the City seal under the Charter, the City Code or other applicable law or authority, such attestation may be made by any of the following in the following order of priority: any Assistant City Clerk, the City Administrator, any Deputy City Administrator, the Director of Finance or any other official designated by the Council by resolution, motion or other appropriate action; provided that, the same official may not both execute any such document or agreement on behalf of the City and attest to the impression or affixing of the City seal on the same, but any such official may both certify to the impression or affixing of the City seal on and make other certifications in any closing certificate.

SECTION 15. BE IT FURTHER ENACTED AND ORDAINED that this Ordinance may be executed (i) in counterparts and/or (ii) to the extent not prohibited by applicable law, by electronic, stamped or facsimile signature, and all executed counterparts of this Ordinance shall be treated as one and the same instrument.

SECTION 16. BE IT FURTHER ENACTED AND ORDAINED that the title of this Ordinance shall be deemed to be, and is, a statement of the substance of this Ordinance for publication and all other purposes.

SECTION 17. BE IT FURTHER ENACTED AND ORDAINED that the provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

SECTION 18. BE IT FURTHER ENACTED AND ORDAINED that this Ordinance shall become effective following approval by the Mayor or subsequent passage by the Council in accordance with the provisions of Section SC2-12 of the Charter. Pursuant to Section SC2-16 of the Charter, this Ordinance shall not be subject to petition for referendum.

[CONTINUED ON FOLLOWING PAGE]

Underlining : Indicates material added by amendment after introduction
~~Strike-through~~ : Indicates material deleted by amendment after introduction

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 9 day of March, 2026, and thereafter, a statement of the substance of this Ordinance having been posted or published as required by law, was finally passed by the Council ____X____ [as introduced] _____ [as amended] [CHECK APPLICABLE LINE] on the 23 day of March, 2026.

ATTEST:

Julie A. English, City Clerk

April R. Jackson, City Council President

APPROVED BY ME THIS _____ DAY OF _____, 2026:

Randolph J. Taylor, Mayor

#243357;58111.052

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Strike-through : Indicates material deleted by amendment after introduction



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Nick Voitiuc, Department of Infrastructure & Development Director - Chad Goblinger,
Permits & Inspections Manager
Date: February 18, 2026
Subject: Electrical Permit Ordinance - 2nd Reading

The Department of Infrastructure and Development issues a wide variety of permits related to building construction all the way from fence permits to new building construction on large development parcels. While the Department currently issues plumbing and mechanical permits for work in residences and other buildings, it does not issue electrical permits. Electrical permits are currently only issued through Wicomico County, even for work on properties in the City.

This proposed change would allow the City to begin issuing electrical permits for work on City properties the same as it does for other types of construction work. Doing this would provide the Department with greater oversight of electrical work happening within City limits.

Attachment(s):
[Ord2980](#)

ORDINANCE NO. 2980

AN ORDINANCE OF THE CITY OF SALISBURY TO REQUIRE THE ACQUISITION OF AN ELECTRICAL PERMIT THROUGH THE CITY OF SALISBURY PRIOR TO CONDUCTING WORK ON ELECTRICAL SYSTEMS, EQUIPMENT OR CONNECTIONS.

WHEREAS, the ongoing application, administration and enforcement of Title 15 (Buildings and Construction) of the City of Salisbury Municipal Code (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to keep the provisions of Title 15 current, comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, MD Code, Business and Professions § 6-301 authorizes the Mayor and Council to adopt rules and regulations concerning the licensing, and providing of electrical services as an apprentice, journeyman, or master electrician;

WHEREAS, the City of Salisbury, through its Department of Infrastructure and Development, requires permits for related construction activity within City limits including building permits and plumbing permits;

WHEREAS, permitting electrical work will bring the City of Salisbury in alignment with typical practices amongst other municipalities in the State;

WHEREAS, the Mayor and Council have determined that the amendments to the Title 15 set forth herein shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Title 15 of the Salisbury City Code is hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows:

Section 1. Section 15.12 of the Salisbury City Code, entitled “Electrical Standards” shall be amended as follows:

15.12.020 Adoption of standards by reference

Except as may be provided otherwise in this chapter, the current requirements of the National Electrical Code (2014 ~~2020~~ Edition) being the regulations of the National Board of Fire Underwriters for electric wiring and apparatus, shall be deemed to be the requirements imposed by this chapter, such National Electrical Code being hereby adopted by reference as the electrical code of the city and being herein incorporated in its entirety by reference.

15.12.050 State License Required

Except as otherwise provided in the Salisbury City Code and Title 6 of the Business Occupations and Professions Article of the Maryland Annotated Code, any person who provides electrical services within the corporate limits of the City as an apprentice, journeyman, or master electrician must hold a valid, corresponding license from the State of Maryland and comply with all other requirements of Title 6 of the Business Occupations and Professions Article of the Maryland Annotated Code.

15.12.060 Permit Required

Work shall not be commenced on any electrical system, equipment or connection to a Public Utility Company thereto until the owner or owner's licensed electrician shall have secured a permit to do so from the City of Salisbury Department of Infrastructure and Development. The fee for said permit shall be set by Council from time to time.

48 **15.12.070 Appeals**

49 **Any person wishing to appeal a determination of the Director of the Department of Infrastructure and**
50 **Development regarding the results of any inspection or the issuance of a permit, shall file a written**
51 **notice of appeal with the Department of Infrastructure and Development within twenty-one (21) days**
52 **of the final decision or determination. The notice of appeal shall contain a statement of grounds for the**
53 **appeal. The notice of appeal shall be accompanied by a fee as set from time to time by the City Council.**
54 **The Director of the Department of Infrastructure and Development shall refer the appeal to the Board**
55 **of Appeals for hearing pursuant to Sections 17.12.090 through 17.12.130.**

56 **15.12.080 Violations—Penalties**

57 **Any person found in violation of the provisions of this chapter shall be guilty of a municipal infraction**
58 **and shall be subject to a fine not to exceed five hundred dollars (\$500.00) per violation. Each day a**
59 **violation remains uncorrected is a separate violation subject to an additional citation and fine.**

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

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

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

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

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

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73 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury
74 held on the 9 day of March, 2026 and thereafter, a statement of the substance of the Ordinance having been published
75 as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 23 day of
76 March, 2026.

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78 **ATTEST:**

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82 **Julie A. English, City Clerk**

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89 **Randolph J. Taylor, Mayor**

April R. Jackson, City Council President

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



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Nick Voitiuc, Department of Infrastructure & Development, Director - Judy Kuntz,
Department of Infrastructure & Development Deputy Director
Date: February 18, 2026
Subject: Accept Donation from Community Foundation of the Eastern Shore - 2nd Reading

The City of Salisbury's Department of Infrastructure and Development has notified the Community Foundation of the Eastern Shore of its desire to obtain \$26,041.75 for the Salisbury City Park Pedestrian Bridge Restoration Project. This donated fund supports the cost of the project for following:

- Current bridge handrail assembly demolition
- New bridge handrail assembly installation
- Bridge undercarriage surface finish and vertical struts
- Bridge decking cleaning
- Bridge overall finish

Attachment(s):

[Memo - Donation for City Park Bridge FY26.pdf](#)
[Ord2981](#)



To: City Council

From: Judy Kuntz, Deputy Director of Department of Infrastructure and Development

Subject: Accept Donation from Community Foundation of the Eastern Shore

Date: 02/03/2026

The City of Salisbury's Department of Infrastructure and Development has notified the Community Foundation of the Eastern Shore of its desire to obtain \$26,041.75 for the Salisbury City Park Pedestrian Bridge Restoration Project. This donated fund supports the cost of the project for following:

- Current bridge handrail assembly demolition
- New bridge handrail assembly installation
- Bridge undercarriage surface finish and vertical struts
- Bridge decking cleaning
- Bridge overall finish

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

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ORDINANCE NO. 2981

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE CITY'S BUDGET TO ACCEPT AND APPROPRIATE DONATED FUNDS FROM THE COMMUNITY FOUNDATION OF THE EASTERN SHORE TO SUPPORT THE COST OF SALISBURY CITY PARK PEDESTRIAN BRIDGE RESTORATION.

WHEREAS, the City's Department of Infrastructure and Development is preparing to restore the city park bridge; and

WHEREAS, The Community Foundation of the Eastern Shore administers a fund to support the cost of the city park bridge restoration; and

WHEREAS, The fund has an available balance of \$26,041.75; and

WHEREAS, The donated funds will be used for existing bridge handrail assembly demolition and refurbishment, new bridge handrail assembly installation, bridge undercarriage surface finish and vertical struts, bridge decking cleaning, and bridge overall finish; and

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

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

Section 1. The City's Special Revenue Fund be and hereby is amended as follows:

- 1) Increase Donations Revenue Account 10700-456415-xxxxx by \$26,041.75
- 2) Increase Construction Expense Account 10700-513026-xxxxx by \$26,041.75

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 Council of the City of Salisbury held on this 9 day of March, 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 ____ day of March 2026.

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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: Nick Rice, City Administrator
From: From Nick Voitiuc, Director of DID & Henry Pearson, Associate Planner
Date: February 19, 2026
Subject: Pollinator Pathways - 2nd Reading

The City of Salisbury has been awarded \$20,000 through the Action Grant Program administered by Sustainable Maryland to support the City's initiative entitled "Pollinator Pathways: Expanding Urban Habitat Through Education, Partnerships, and Demonstration." This program is designed to expand pollinator habitats throughout the City through public education, strategic partnerships, and the installation of demonstration projects that promote environmental stewardship and sustainability. The project is being led by the city's Sustainability Advisory Committee.

Under the terms of the grant, all funds must be expended within one year of the award date, and the City must submit a final report through WizeHive detailing fund usage within that same timeframe. The funds must be used strictly in accordance with the goals and activities outlined in the City's approved grant application.

Attachment(s):

[Sustainable Maryland Grant Application.pdf](#)

[Ord2982](#)

[Exhibit A Sustainable-Maryland-Grant-Award-Letter_Salisbury.pdf](#)

Project Title: Salisbury Pollinator Pathways: Expanding Urban Habitat through Education, Partnerships, and Demonstration

Brief Description (300-words): The City of Salisbury’s Sustainability Advisory Committee (Green Team), in partnership with the City of Salisbury and key community-based organizations, requests \$20,000 to expand pollinator habitat efforts within city limits by increasing public education, engagement, and the visibility of successful demonstration sites. Now is a critical moment for this work: multiple organizations are actively focusing on building pollinator habitats, creating an opportunity and a need for a coordinated approach to ensure clear messaging and alignment across our efforts. This project also builds on Ordinance No. 2685, passed by the City in 2021, which has been underutilized to date; only seven meadows have been registered and we aim to significantly increase participation through this initiative.

This project will strengthen Salisbury’s urban biodiversity by creating additional native pollinator gardens on a variety of property types (city-owned, business-owned, and resident-owned) and track those sites through a revived Lower Shore Pollinator Certified program.

Working with organizations including Lower Shore Land Trust, Wicomico Public Libraries, Youth Environmental Action, Habitat for Humanity of Wicomico County, Assateague Coastal Trust, and Fenix Youth Project, the initiative will deepen the reach of existing efforts while piloting new, accessible strategies for habitat expansion. Key components of this project include:

1. Launching three to five new small-scale pollinator habitats in highly visible locations, designed by experts and maintained by property owners.
2. Developing and distributing high-quality educational materials in multiple languages to reach Salisbury’s diverse communities, encouraging the creation of pollinator habitat and registering those sites through the Lower Shore Pollinator Certified program.
3. Engaging in and hosting at least a dozen outreach events, including community planting days and educational demonstrations.
4. Designing and placing clear, branded signage at demonstration sites to raise awareness and invite further involvement.
5. Enhancing visibility of the campaign through social media, traditional media, and public presentations.

Project Team:

Charly Sager – Chair, Sustainability Advisory Committee for the City of Salisbury; local environmental advocate with experience in large-scale pollinator habitat site preparation.

Elise Trelegan – Past Chair & Director, Sustainability Advisory Committee for the City of Salisbury and Youth Environmental Action; coordinates numerous YEA pollinator habitat projects.

Zack White – Associate City Planner, City of Salisbury; city liaison with experience in sustainability and community outreach.

Christina Williams – Member & Director of Development, Sustainability Advisory Committee for the City of Salisbury and Habitat for Humanity; Master Gardener and liaison for pollinator meadows.

Beth Sheppard – Restoration Specialist, Lower Shore Land Trust; native planting expert managing LSLT's habitat certification program.

Ella Samis – Next Ground Project Instructor, Fenix Youth Project; specialist in youth and community engagement, leading pre-apprenticeship green infrastructure programs.

Taylor Swanson – Executive Director & Assateague COASTKEEPER, Assateague Coastal Trust; experienced in public education and pollinator ecology.

Aurelio Giannitti – Director of Development & Co-founder, Wicomico Public Libraries and Youth Environmental Action; manages library sustainability efforts and community education programs.

Key Audiences/Partners:

Primary Audiences: Salisbury residents (homeowners and renters), local businesses, youth, and community-based groups.

Community-Based Partners:

- Assateague Coastal Trust – Assateague Coastal Trust works to protect and restore the natural resources of Maryland's coastal watersheds through advocacy, education, and hands-on conservation. As a partner in the Salisbury Pollinator Pathways initiative, ACT brings expertise in land stewardship and habitat restoration, viewing healthy landscapes as essential to the health of local rivers and waterways. ACT is currently collaborating with Wicomico County Libraries to expand pollinator habitat at the new Parsonsburg Branch through conservation practices, educational programs, and interpretive materials. Through this citywide effort, ACT will continue

to support on-the-ground implementation, community engagement, and public education, helping ensure that all Salisbury residents can take part in creating pollinator-friendly spaces that benefit both people and the environment.

- Fenix Youth Project – Fenix Youth Project is dedicated to empowering young people and engaging historically underserved communities through programs that build leadership, self-expression, and civic involvement. As a partner in the Salisbury Pollinator Pathways initiative, Fenix will help expand community participation by recruiting graduates of its Next Ground Project and other youth leaders for volunteer opportunities and public events. The organization is also training youth leaders in green infrastructure maintenance and community action within communities of color, helping to ensure that the benefits of pollinator habitat restoration and environmental stewardship are shared equitably across the city. Through its deep connections with Salisbury’s diverse neighborhoods, Fenix Youth Project will play a key role in ensuring that all residents have opportunities to learn about, contribute to, and benefit from the creation of pollinator-friendly spaces throughout the city.
- Habitat for Humanity – Partnering with 94 homeowner families residing in an historically redlined and under-resourced urban neighborhood within the Salisbury city limits to deliver native pollinator habitat education and engagement opportunities. New partner families will be invited to establish pollinator habitats on their property as part of their homeownership journey. In addition, Habitat for Humanity will leverage its network of more than 300 annual volunteers through its Neighborhood Revitalization Program to support residents in planting these habitats, fostering long-term community stewardship and environmental sustainability.
- Lower Shore Land Trust – The Lower Shore Land Trust (LSLT) will provide technical guidance for the installation and long-term maintenance of meadow and pollinator habitats as part of this project. As a regional leader in pollinator conservation, LSLT has installed nearly 100 acres of meadow and pollinator habitat across the Lower Eastern Shore in the past three years, working with landowners, farmers, and community groups to create diverse, sustainable landscapes. Each year, LSLT sells thousands of native plants through its popular native plant sale, expanding access to locally adapted species that support pollinators and wildlife. LSLT also leads several successful community-based programs that inspire local action, including the Pollinator Garden Certification Program, which will be rebranded and actively marketed to the Salisbury community through this project, rejuvenating the program and engaging new audiences in native habitat creation. In addition, the Yards for Creation initiative partners with faith communities to convert portions of lawns into thriving pollinator gardens, building stewardship through shared values of care and creation. Through this combination of technical expertise, education, and community engagement, LSLT will ensure that this project delivers meaningful, lasting benefits for both people and pollinators across the Lower Shore.
- Youth Environmental Action – The Youth Environmental Action (YEA) program engages dozens of middle and high school students across the Lower Eastern Shore who are passionate about the environment and interested in pursuing related careers or higher education. Through YEA, students gain hands-on experience addressing local environmental issues while developing leadership, teamwork, and advocacy skills. In recent years, many student-led projects have focused on improving pollinator habitat through the creation and maintenance of native meadows and pollinator gardens in community spaces, schoolyards, and public parks. As part of

this proposal, YEA students will take an active role in the planning and planting of the demonstration meadow sites, gaining valuable field experience in habitat restoration and sustainable landscaping. In addition, they will lead community outreach efforts at local events, educating residents about the City's Meadow Ordinance and promoting practical steps that homeowners, renters, and businesses can take to support pollinators where they live and work. By involving youth directly in both the implementation and public engagement components of this project, YEA helps cultivate the next generation of environmental stewards while strengthening community awareness and participation in local conservation initiatives.

- **Wicomico Public Libraries** – The Wicomico Public Library serves as a vital community hub, connecting residents with knowledge, resources, and opportunities for lifelong learning. As part of the overall effort to increase pollinator habitat in the community, two library branches will host pollinator meadow demonstration sites developed in partnership with the Lower Shore Land Trust, Youth Environmental Action, and Assateague Coastal Trust. These meadows will serve as living classrooms, with accessible examples of how native plants can support pollinators, improve biodiversity, and enhance community spaces. In keeping with the Library's mission to share information and foster community engagement, educational signage and outreach materials will accompany the meadow sites, providing visitors with guidance on how to create pollinator-friendly habitats at home, in schools, or at local businesses. By integrating environmental education into these familiar public spaces, the Library helps bridge knowledge and action.

Action Plan & Timeline:

Task	Description	Estimated Completion
Project Launch	Convene team, confirm partners, hire graphic designer, outreach/application for demonstration sites	Jan - Feb 2026
Branding & Graphic Design	Develop project logo, signs, templates for outreach	February - March 2026
Materials Development	Design, translate, and print educational handouts and signage	March 2026
Site Section for Pollinator Gardens	Identify 2-3 new demonstration sites, contract LSLT for site designs. Place native plant orders through LSLT/ACT	March - April 2026
Campaign Launch	Host kickoff event,	April 2026

	presentations at city council, outreach at City's existing Earth Day events, participate in City neighborhood walks, promote at LSLT's Pollinator Garden Tour and other partner events as appropriate. Conduct evaluation during events.	
Implementation of Pollinator Gardens	Prepare sites and plant pollinator garden demonstration sites	April - May 2026
Celebration	Host community events to celebrate new sites and increase awareness	May 2026
Site Selection for Pollinator Meadows	Choose 1-2 new demonstration sites, contract LSLT & ShoreCut to develop plans	May - August 2026
Implementation of Pollinator Meadows	Prepare sites and seed	October - November 2026
Summative Evaluation	Ensure all evaluation metrics have been collected. The project team will reflect on successes and challenges, and identify next steps for the broader effort.	December 2026

Community Engagement:

This project centers collaboration and inclusion by engaging a diverse network of community-based partners throughout planning and implementation in collaboration with city staff. Community members, including youth and residents, will be invited to help plant and care for demonstration gardens and will be provided access to educational materials in multiple languages.

Outreach will occur through:

- Community events and planting days
- Presentations at City Council and public meetings
- Educational displays in partner outreach
- A campaign webpage with updates and downloadable materials
- Branded project signage at each demonstration site
- At least one celebration event at each demonstration site

Special focus will be placed on engaging historically underrepresented communities through Fenix Youth Project, Habitat for Humanity of Wicomico County, and others, ensuring broad access and cultural relevance.

Project Goals & Outcomes:

Goals:

- Increase urban pollinator habitat across Salisbury
- Raise public awareness of pollinator importance and habitat creation
- Empower residents, businesses, and youth to participate in pollinator habitat creation
- Promote equity in access to environmental knowledge and green space

Measurable Outcomes:

- 3-5 new native pollinator habitats installed within the City of Salisbury (1-2 pollinator meadows; 2-3 pollinator gardens)
- 250+ community members reached through events and educational demonstrations
- 500+ educational materials distributed in multiple languages
- 6 community events hosted
- 50 unique volunteers engaged in creating pollinator habitat

Evaluation:

Goal 1: Increase urban pollinator habitat across Salisbury

Metrics:

- Number of new pollinator gardens and meadows installed (target: 3-5 sites)
- Square footage of new native habitat created
- Number and diversity of native plant species installed per site
- Percentage of demonstration sites maintained and expanded after 6 and 12 months
- Number of property owners or organizations adopting pollinator-friendly practices as a result of project participation and outreach

Goal 2: Raise public awareness of pollinator importance and habitat creation

Metrics:

- Attendance at outreach events, planting days, and public presentations (target: 250+ individuals)
- Number of educational materials distributed across all of our core partners (target: 500+)
- Number of multilingual materials produced and distributed (target: 3+ languages)
- Change in participant knowledge or attitudes about pollinators, measured by short pre/post event surveys

Goal 3: Empower residents, business, and youth to participate in pollinator habitat creation

Metrics:

- Number of unique volunteers engaged (target: 50 individuals)

- Number of youth participants engaged through Youth Environmental Action and Fenix Youth Project (target: 30 individuals)
- Number of residents and/or businesses that express interest to create pollinator habitat
- Number of residents and/or businesses that create pollinator habitat within 1 year of this project
- Number of community members completing hands-on planting or maintenance training

Goal 4: Promote equity in access to environmental knowledge and green space

Metrics:

- Number and proportion of outreach materials and events intentionally designed for underrepresented communities
- Geographic distribution of demonstration sites across neighborhoods
- Number of partner organizations representing communities of color or underserved groups

Budget - Requested:

Item	Detail	Cost
Marketing & Graphic Design Consultant	Contractor TBD – Creating branding, yard signs, print- and digital-ready educational materials	\$3,000
Pollinator Garden & Meadow Consultant	Lower Shore Land Trust – Designing site plans for 1-2 pollinator meadows; 2-3 pollinator gardens. Ensuring accuracy with educational material content; hosting webpage on existing website	\$4,000
Site Preparation Services for Pollinator Meadows	ShoreCut – removal of wiregrass and/or turf grass and general site preparation to ensure successful recruitment of seed.	\$4,000
Translation Services	Translation services of educational materials in Spanish and Haitian Creole	\$500
Educational Material Printing & Promotion	Hand outs to promote Lower Shore Pollinator Certified program at local events. Materials will include: how to guide, postcards, stickers, etc.	\$800

Yard Signs	200 yard signs @ \$13.50 each which will be distributed to those who sign up for the Lower Shore Pollinator Certified program. (Lark Signs)	\$2,700
Pollinator Garden Supplies	Plants (150 @ \$10), mulch (\$500), soil (\$500)	\$2,500
Pollinator Meadow Supplies	Seeds (20 lbs @ \$60 = \$1,200), cat litter (5 containers @ \$10 = \$50), straw (25 bales @ \$10 = \$250)	\$1,500
Community Event Supplies	Food (\$150 @ 6 events = \$900); Clean up supplies - hand sanitizer, trash bags, wash station, etc (\$100)	\$1,000
	TOTAL	\$20,000

Budget: - In-Kind Match

Item	Detail	Cost
Pollinator Garden Supplies - Tools (shovels, rakes, gloves)	Provided by Youth Environmental Action / Boundless Community Garden. Approximately 5 large shovels, 3 rakes, 50 sets of gloves, 10 five-gallon buckets, 1 wheel barrow	\$500
Community Event Supplies - hands on seed bomb activity	Provided by Youth Environmental Action. Supplies for event participants to create their own "seed bomb" using milkweed seeds to provide habitat growth through dispersal. Includes soil, clay, seeds, cups, and other materials.	\$200
Project Coordination - volunteers	Provided by the Project Team (listed above). The value of volunteer hour for 2024 was	\$3,479

	\$34.79. 100 hours of service @ \$34.79 = \$3,479	
	TOTAL MATCH	\$4,179

ORDINANCE NO. 2982

AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT FUNDS RECEIVED FROM SUSTAINABLE MARYLAND IN THE AMOUNT OF \$20,000 AS AWARDED TO ENACT THE POLLINATOR PATHWAYS PROGRAM IN THE CITY OF SALISBURY.

WHEREAS, Sustainable Maryland has an Action Grant Program; and

WHEREAS, the City of Salisbury submitted a grant application to Sustainable Maryland for funding to support the City of Salisbury’s “Pollinator Pathways: Expanding Urban Habitat Through Education, Partnerships, and Demonstration” Program; and

WHEREAS, Sustainable Maryland has awarded the City funds in the amount of \$20,000; and

WHEREAS, all funds shall be used to accomplish the specified goals stated in the application;
and

WHEREAS, the City of Salisbury must expend all grant funds within one (1) year of the date of the award letter, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the City of Salisbury must submit through WizeHive a final report on fund usage within one (1) year of receiving the award; and

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

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

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

Section 1. Mayor Randolph J. Taylor, or his designee, is hereby authorized to enter into a grant agreement with Sustainable Maryland on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$20,000.

AND BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that

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

Increase Sustainable Maryland Revenue Account 10500-424960-XXXXX by \$20,000

Increase Operating Expense Account 10500-546006-XXXXX by \$20,000

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 Council of the City of Salisbury held on this 9 of March 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 23 day of March, 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

Sustainable Maryland Action Grant Program

Grant Recipient Final Report

Administered by:



01/16/2026

Hello Salisbury ,

Congratulations! We are pleased to inform you that **Salisbury** has been selected to receive a 2025 Sustainable Maryland Action Grant in the amount of \$20,000.00 for **Salisbury Pollinator Pathways: Expanding Urban Habitat through Education, Partnerships, and Demonstration**.

This is a competitive and impactful program, and we are excited to support your work!

Please keep this information confidential until our public announcement. Grant recipients will be officially announced in our newsletter later this month.

To begin processing your award, please complete the following items within **10 days** of receiving this letter:

1. **Review and sign this letter** (wet signature or verified e-signature).
2. **Complete the Award Acceptance Form** in the WizeHive grant portal.
 - Upload the completed and signed award letter
 - Upload a completed W-9 form
 - Select a payment method
 - Important note: Please ensure that all information on the award letter and W-9 match *exactly*

Grant Expectations

A signed copy of this award letter confirms that:

- **Timeline** – Award recipient commits to fully expending all grant funds within one (1) year of the date of this award letter. Any circumstance in which funds are not spent within this timeline must be discussed with Kristin Mielcarek at smgrants@umd.edu.
- **Reporting** – Award recipient agrees to submit through WizeHive a brief final report on fund usage within one (1) year of receiving the award.
- **Use of Information** – Award recipient authorizes Sustainable Maryland to use and edit report content for web, print, and other promotional purposes.
- **Acknowledgment of Funding Partners** – Award recipient agrees to acknowledge Sustainable Maryland using both name and [logo](#) in any and all public communications and promotion, including press releases, print publications, signage, and online messaging.

Payment Process & Vendor Setup

In order to receive payment, all grantees must:

1. Upload a completed W-9 form [HERE](#).
2. Be registered as a vendor in Workday with the University of Maryland
 - https://wd1.myworkdaysite.com/supplier/umd/Central_External_Supplier_Site
3. Supplier registration guides: https://drive.google.com/drive/folders/1EV8EufpMAZqi3e6I93njpLXZTlyIL_F3?usp=sharing
4. Choose a payment method:
 - Electronic Funds Transfer (EFT): Fastest option, typically clears within 3 business days. To set up, submit form GADX-10 <https://www.marylandtaxes.gov/divisions/gad/eft-program.php>, then email smgrants@umd.edu to confirm set up.
 - If you choose EFT, sign up via the State's One-Stop Vendor Payment System <https://interactive.marylandtaxes.gov/extranet/gad/gadlogin/login.asp>
 - Paper Check: Mailed within 6-8 weeks to the mailing address provided on this letter and your W-9. Please ensure that the organization mailing address listed below and your W-9 match exactly. **These addresses must match in order to process payment information.**

Discontinuation of Participation

In the event that you discontinue your participation in the grant program for any reason, you are responsible for returning any unspent funds to Sustainable Maryland within 30 days. If the check has been cashed, please issue a new check made out to “**University of Maryland**” and mail it to:

ATTN: Kristin Clear Mielcarek

Environmental Finance Center

1 Physics Ellipse Drive

Anacostia Building, 2nd Floor

College Park, MD 20740

Please fill out the following. The payment will be disbursed to:

Organization Name/Sponsoring Organization Name:

EIN Number:

Address for Checks:

Award Amount: \$20,000.00

If you have any further questions, please don't hesitate to contact smgrants@umd.edu.

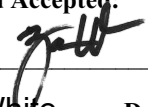
Sincerely,



Mike Hunninghake

Director, [Sustainable Maryland](#)

Acknowledged and Accepted:

Signature:  _____

Print: Zack White **Date:** 2/2/2026

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

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

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

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

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

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law,

such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 23 day of March, 2026 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____ day of _____, 2026.

ATTEST:

Julie A. English, City Clerk

April R. Jackson, City Council President

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

Randolph J. Taylor, Mayor

CONTRACT OF SALE

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

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

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

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

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

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

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

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

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

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

3. Due Diligence.

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

4. Settlement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

convey to Buyer all of the Property.

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

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

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

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

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

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

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

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

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

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

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

13. Other Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS/ATTEST:

Dean Gonzalez

Emily Goulet

SELLERS:

David F. Brown
David F. Brown

Dawn Brown
Dawn Brown

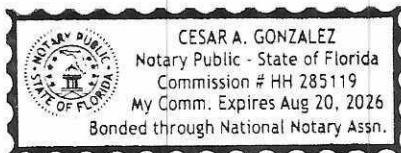
BUYER:
City of Salisbury

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

STATE OF Florida, Collier COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.

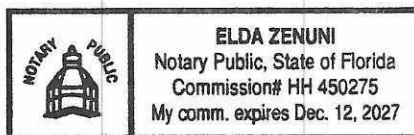


Cesar Gonzalez
NOTARY PUBLIC
My Commission Expires: Aug, 20, 2026

STATE OF Florida, Collier COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.

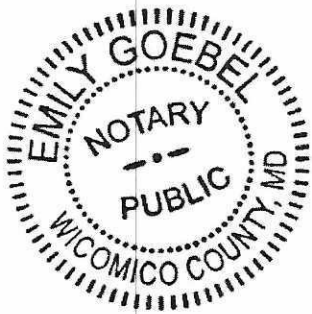


Elida Zenuni
NOTARY PUBLIC
My Commission Expires: 12/12/2026

STATE OF Maryland, Wicomico COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.



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

AN ORDINANCE OF THE CITY OF SALISBURY TO PURCHASE IMPROVED REAL PROPERTY LOCATED AT 1123 PARSONS ROAD, SALISBURY, MARYLAND FOR A PUBLIC PURPOSE.

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law,

such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

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

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 23 day of March, 2026 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of _____, 2026.

ATTEST:

Julie A. English, City Clerk

April R. Jackson, City Council President

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

Randolph J. Taylor, Mayor

CONTRACT OF SALE

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

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

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

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

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

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

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

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

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

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

3. Due Diligence.

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

4. Settlement.

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

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

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

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

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

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

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

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

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

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

or the resale by Buyer thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Other Provisions.

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

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

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

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

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

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

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

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

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

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

j. Insurance. Seller shall keep and maintain insurance policies

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

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

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

WITNESS/ATTEST:

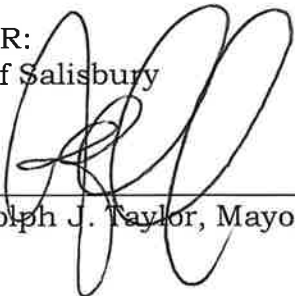
SELLER:

Signed by:



C164C0E9C613421...
Jeffrey L. Outten

BUYER:
City of Salisbury

By: 
Randolph J. Taylor, Mayor

STATE OF _____, _____ COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____, _____ COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

CONTRACT OF SALE

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

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

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

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

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

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

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

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

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

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

3. Due Diligence.

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

4. Settlement.

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

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

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

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

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

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

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

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

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

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

or the resale by Buyer thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Other Provisions.

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

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

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

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

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

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

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

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

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

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

j. Insurance. Seller shall keep and maintain insurance policies

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

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

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

WITNESS/ATTEST:

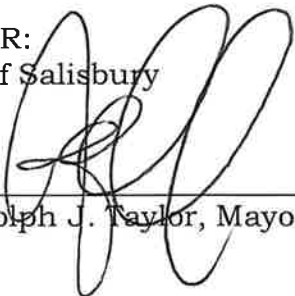
SELLER:

Signed by:



C164C0E9C613421...
Jeffrey L. Outten

BUYER:
City of Salisbury

By: 
Randolph J. Taylor, Mayor

STATE OF _____, _____ COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____, _____ COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____