



CITY OF SALISBURY

125 N. Division Street, Salisbury, MD 21801

LEGISLATIVE SESSION

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

Monday, June 22, 2026 6:00 PM

APRIL R. JACKSON
President

SHARON C. DASHIELL
Council Vice President

ANGELA M. BLAKE
Councilwoman

MICHELE R. GREGORY
Councilwoman

MELISSA D. HOLLAND
Councilwoman

CALL TO ORDER

WELCOME/ANNOUNCEMENTS/PLEDGE

INVOCATION - Rev. Howard Travers, Nu-Lyfe Church

PRESENTATIONS

Creation of the Salisbury Community Development Corporation - presented by the Greater Salisbury Committee

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

CONSENT AGENDA

- Manufacturing Exemption - Pepsi Bottling Ventures, LLC (2025)
- Appointment to the Public Art Committee - A Wright
Resolution No. 3475 - appointing Alena Wright to the Public Art Committee for term ending June 2029
- Appointment to the Disability Advisory Committee - H Barlow
Resolution No. 3476 - appointing Hayley Barlow to the Disability Advisory Committee for term ending June 2029

RESOLUTIONS

- Changing the Resident Agent Name
Resolution No. 3477 - changing the resident agent to accept service of process on an government entity from Andrew P Kitzrow to Nick Rice.

ORDINANCES

- Ordinance-Grant Acceptance Region IV Rural Health Transformation Grant - 2nd reading
Ordinance No. 3007 - authorizing the Mayor to enter into a contract with the Maryland Institute for Emergency Medical Services Systems (MIEMSS) for the purpose of accepting grant funds in the amount of \$13,729.00 and to approve a budget amendment to the grant fund to appropriate these funds for the Salisbury Fire Department

ORDINANCE - TEXT AMENDMENT

- LBI Text Amendment - 1st Reading
Ordinance No. 3008 - amending Chapter 17.28.020 of the Salisbury City Code to include "Multi-use Facility" as a permitted use.

PUBLIC COMMENT (4 mins)

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.



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Phillip Menzel, Assistant Director of Finance
Date: June 5, 2026
Subject: Manufacturing Exemption - Pepsi Bottling Ventures, LLC (2025)

I am recommending that Pepsi Bottling Ventures, LLC be granted exemptions from Personal Property Tax for their equipment purchased in 2025 as requested by the company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption for the 2025 purchases. Over the next five years they will benefit from this exemption by a total savings of \$596 in personal property tax for 2025 equipment purchases. The exemptions will be applied to City Property Tax years 2027-2031 as shown in the schedule provided herein. Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.

Attachment(s):
[Pepsi 2025.pdf](#)



City of Salisbury

To: Nick Rice, City Administrator
From: Phillip Menzel, Assistant Director of Finance
Date: 6/4/2026
Re: Manufacturing Exemption for equipment purchased 2025 Pepsi Bottling Ventures, LLC

I am recommending that Pepsi Bottling Ventures, LLC be granted exemptions from Personal Property Tax for their equipment purchased in 2025 as requested by the company. Since the request came within 2 years of the purchase of the equipment, they are eligible for up to 5 years' exemption for the 2025 purchases.

Over the next five years they will benefit from this exemption by a total savings of \$596 in personal property tax for 2025 equipment purchases. The exemptions will be applied to City Property Tax years 2027-2031 as shown in the schedule provided herein. Attached please find copies of the calculations, property tax returns and manufacturing exemption applications.

City of Salisbury
Finance Department
Exemption Recommendation to City Council

Company: Pepsi Bottling Ventures LLC
Address: 330 Snow Hill Road
Salisbury, MD 21804

Requested By: Brent Hutto
Date of Request: 5/26/2026

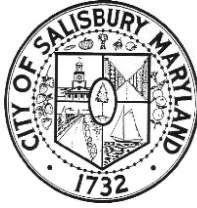
Equipment Year 2025

New Equipment Amount per Tax Return \$ 7,094

Total \$ 7,094

Exemption Value	City Property <u>Tax Year</u>	State <u>Return</u>	Year of <u>Exemption</u>	Deprec. <u>Value</u>	Am't of <u>Exemption</u>
	2027	2026	1	6,385	153
	2028	2027	2	5,675	136
	2029	2028	3	4,966	119
	2030	2029	4	4,256	102
	2031	2030	5	3,547	85
Total Value of Exemption:				<u><u>\$ 596</u></u>	

City of Salisbury



SANDRA GREEN
DIRECTOR OF FINANCE

MARYLAND

FINANCE DEPARTMENT

125 N. Division Street
Salisbury, MD 21801-4940
(410) 548-3110

PHILLIP MENZEL
ASSISTANT DIRECTOR FINANCE - ACCOUNTING

Exemption Application For Machinery and Equipment Used for Manufacturing/Research & Development

Business Name: Pepsi Bottling Ventures, LLC MD Department ID#: 212285409
Mailing Address: 4141 Park Lake Ave Suite 600 Raleigh, NC 27612
Contact Name: NBPA - Brent Hutto Phone No.: 815-319-2695

1. In order to qualify for an exemption you must meet one of the following requirements: Equipment is owned and operated by a facility that (1) locates in Salisbury (2) expands operations in Salisbury, or (3) develops a new product or industrial process in Salisbury. If you meet one of these requirements please explain in detail how you meet these requirements including raw materials used and products produced or R & D activity being conducted. Please include number of employees used in Manufacturing/ R&D and number of administrative employees.
2. Exemption is requested for tools, machinery & equipment used in Manufacturing / Research & Development acquired in calendar year 2025.
3. Address of Manufacturing / R & D operation. 326 Snow Hill Road Salisbury, MD
4. Date Manufacturing / R & D operation began in Salisbury. 9-2004
5. Attach a description of each asset claimed under this exemption. The schedule must include a description, original cost, and date of acquisition for each item. General descriptions such as Equipment, Various, or Miscellaneous are not acceptable.
6. Attach a copy of the State of Maryland Personal Property Return for the year of acquisition.

Additional information and requirements

All exemptions require approval by the City of Salisbury Council and receipt of exemption from Wicomico County does not mean you will automatically be granted an exemption by the City of Salisbury. The exemption that is granted is for a specific year in which equipment was purchased and can be for a term up to a maximum of 5 years. Once an exemption has been granted, a copy of the personal property tax return must be sent in for each year of the exemption. To be eligible to receive the maximum exemption term of 5 years, the application must be received within two (2) years from December 31st of the calendar year in which the equipment was purchased. A separate request must be made for each year. The application can be mailed to Finance Department, 125 North Division St., Salisbury, MD 21801-4940 .

Preparer's Signature Brent Hutto Date 5-26-26

Email address bhutto@nationalbureau.com

Department ID# Z12285409

Maryland2, Salisbury

348 Snow Hill Road, Salisbury, MD

5. Tools, machinery, and/or equipment used for manufacturing or research and development:

State the original cost of the property by year of acquisition. Include all fully depreciated property expensed and such Property expensed under IRS rules. If this business is engaged in manufacturing / R&D and is claiming such an exemption for the first time, a manufacturing / R&D exemption application must be submitted by September 1, or within 6 months after the date of the first assessment notice for the taxable year that includes the manufacturing / R&D property. Visit the website : dat.maryland.gov for an application and additional information. If the property is located in a taxable jurisdiction, a detailed schedule by depreciation category should be included to take advantage of higher depreciation allowances.

Year Acquired	A	C	D	Year Acquired	A	C	D
2025	7,094			2021	244,206		
2024	36,753			2020	24,720		
2023	104,364			2019	61,559		
2022	146,894			2018 & prior	6,745,784		

Describe Property in C & D above:

Category C is Vending Equipment - An excel list of addressed will be provided when the state processes D-Data Processing

Total Cost
\$

7,371,374

6. Vehicles with interchangeable Registration and/or Unregistered vehicles: (dealer, recycler, finance Company, special mobile equipment, and transporter plates) and unregistered vehicles should be reported here. See specific instructions.

Year Acquired	Original Cost	Year Acquired	Original Cost
2025		2023	
2024		2022 & prior	

Total Cost
\$

NONE

7. Non farming livestock :

Book Value \$	None	Market Value \$
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8. Other personal property :

File separate schedule giving a description of property, original cost, and date of acquisition.

Total Cost
\$

NONE

9. Property owned by others and used or held by the business as lessee or otherwise. File separate schedule showing names and addresses of owners, lease number, description of property installation date and separate cost in each case.

Total Cost
\$

NONE

10. Property owned by the business and used by others as lessee or otherwise :

File separate schedule showing names and addresses of lessees, lease number, description of property, installation date and original cost by year of acquisition for each location. Schedule should group leases by county where the property is located. Manufacturer lessors should submit the retail selling price of the property, not the manufacturing cost. See specific instructions.

Total Cost
\$

NONE

NewAcq	True	Owned Property	348 Snow Hill Road	1102857	Personal Property	WPMach	Mach & Equip	Tire Changer	Machinery and Equipment	Mfg M&E	Manufacturing M&E	2/22/2025
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City of Salisbury

Memo

To: Mayor Randy Taylor
From: Donna Haag
Date: June 2, 2026
Subject: Appointment to the Public Art Committee - A Wright

The following person has applied for appointment to the Public Art Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Alena Wright	June 2029

Attachment(s):
[Res3475](#)

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<u>Name</u>	<u>Term Ending</u>
Alena Wright	June 2029

ATTEST:

April R. Jackson
PRESIDENT, City Council

_____ day of _____, 2026

10



City of Salisbury

Memo

To: Mayor Randy Taylor
From: Donna Haag
Date: June 2, 2026
Subject: Appointment to the Disability Advisory Committee - H Barlow

The following person has applied for appointment to the Disability Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Hayley Barlow	June 2029

Attachment(s):
[Res3476](#)

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RESOLUTION NO. 3476

BE IT RESOLVED, by the City of Salisbury, Maryland that the following individual is appointed to the Disability Advisory Committee for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Hayley Barlow	June 2029

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on June 22, 2026.

ATTEST:

Julie A. English
CITY CLERK

April R. Jackson
PRESIDENT, City Council

APPROVED BY ME THIS

_____ day of _____, 2026

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Mayor Randy Taylor
From: Donna Haag
Date: June 2, 2026
Subject: Changing the Resident Agent Name

This resolution is needed to change the name of the resident agent for the City of Salisbury. The resident agent is currently listed as Andrew P. Kitzrow. The new resident agent for the city will be Nick Rice.

Attachment(s):
[Res3477](#)

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RESOLUTION NO. 3477

**A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND, CHANGING
THE RESIDENT AGENT TO ACCEPT SERVICE OF PROCESS ON A
GOVERNMENT ENTITY FROM ANDREW P. KITZROW TO NICK RICE.**

WHEREAS, Section 1-1301, Local Government Article, of the Annotated Code of Maryland requires municipalities to designate a resident agent to accept service of process on a government entity; and

WHEREAS, the resident agent must be a resident of the State of Maryland, a Maryland corporation, or an officer of the governmental entity; and

WHEREAS, Andrew P. Kitzrow was designated the resident agent of the City of Salisbury on June 14, 2023 by Resolution No. 3258; and

WHEREAS, Andrew P. Kitzrow is no longer the City Administrator of the City of Salisbury; and

WHEREAS, Nick Rice is now the City Administrator of the City of Salisbury and is also a resident of the State of Maryland.

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

Section 1. Nick Rice, City Administrator, is hereby designated as the resident agent of the City of Salisbury, Maryland, 125 N. Division Street, Salisbury, Maryland 21801.

Section 2. The City Clerk is directed to cause a certified copy of this Resolution, along with the attached form, to be filed with the State Department of Assessments and Taxation in accordance with Section 1-1301, Local Government Article, of the Annotated Code of Maryland.

Section 3. 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 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 Resolution 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 Resolution shall remain and shall be deemed valid and enforceable.

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

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 22 day of June, 2026 and is to become effective immediately upon adoption.

ATTEST:

Julie A. English, City Clerk

April R. Jackson, City Council President

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

Randolph J. Taylor, Mayor



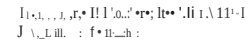
City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Lt. John Dennis, Deputy Chief Chris O'Barsky
Date: May 27, 2026
Subject: Ordinance-Grant Acceptance Region IV Rural Health Transformation Grant - 2nd reading

This blood program is designed to provide early administration of whole blood to patients experiencing life-threatening hemorrhaging. This program allows trained EMS clinicians to initiate blood transfusion in the prehospital environment to improve oxygen delivery, support clotting, and treat hemorrhagic shock prior to hospital arrival. The program includes specific procedures for storage, handling, administration, documentation, and quality assurance to ensure safe and effective use of whole blood in accordance with state protocols and medical direction.

Attachment(s):
[RHTP Salisbury Fire Department.docx](#)
[Ord3007](#)



Rural Health Transformation Program (RHTP) Agreement
between
The Maryland Institute for Emergency Medical Services Systems
and
Salisbury Fire Department

This Agreement, entered into as of the date of the last signature, between the Maryland Institute for Emergency Medical Services Systems ("MIEMSS") located at The Murphy Building, 653 West Pratt Street, Baltimore, Maryland 21201 and Salisbury Fire Department (the "Association") located at, 325 Cypress Street, Salisbury, MD 21801 is to enhance Maryland's Whole Blood Program in rural communities based on federal funding applied for by the Maryland Department of Health, and granted by the federal Centers for Medicare and Medicaid Services ("CMS"), and is subject to the terms and conditions set forth below.

1. in consideration of the Association's participation in the Rural Health Transformation Program's Whole Blood Program, MIEMSS will provide the Association with funding equal to a maximum 'grant of \$13,729.00 subject to federal grant approval and award (the "Funds").
2. The Association must use the Funds solely for Whole Blood Program costs, as described in Appendix A, and subject to the budget approved by MIEMSS In Appendix 8.
3. The Association, as a subrecipient of federal grant funds, must comply with all federal grant terms and conditions stated in Appendix c.
4. To receive Fund payments from MIEMSS, the Association must provide MIEMSS with a copy of the invoice for expenditures, proof of payment in the form of a cancelled check, or a redacted bank or credit card statement, and a letter on the Association's letterhead requesting reimbursement. The letter must also include the Association's Federal 1.0. number and the correct "remit to" address, and shall be mailed to Ms. Sherry Alban, Director of Finance, The Maryland Institute for Emergency Medical Services Systems, 653 West Pratt Street, Baltimore, Maryland 21201, or Salban@miemss.org.
5. Purchases using the Funds must be completed and reimbursement requests submitted to MIEMSS no later than July 31, 2027.
6. Any expenditure of the Funds that is not consistent with the purposes stated in Paragraph 1 or Appendices A and B may be disqualified in the sole judgment of MIEMSS.
7. The Funds may not be used to supplant any existing State, local, tribal, or private funding, nor may they be used for clinical payments that can be reimbursed through insurance. The Association must complete Appendix D, "Attestation and Funding Assessment Form," and return it to MIEMSS along with the signed agreement. If the Associations fails to complete and return Appendix D, all funds will be subject to disqualification and repayment to MIEMSS, MOH, and/or CMS.
8. On or before July 31, 2027, the Association shall, provide to MIEMSS an itemized statement of expenditures verified by an officer of the Association that shows how the Funds under this agreement were spent. The Association shall retain bills of sale, records and other satisfactory

evidence of the acquisition, maintenance and retention of any real or personal property for at least 3 years after the expiration of this Agreement. The Association must submit annually to MIEMSS an inventory listing of Federally owned property in its custody approved and purchased with federal RHTP funds. MIEMSS, the Maryland Department of Budget and Management, the State Comptroller, the Legislative Auditor, MDH, or CMS, may examine and audit this evidence, on request, at any reasonable time within the retention period,

9. The Association shall notify MIEMSS before September 30, 2026, if for any reason the Association is unable to use any part of the Funds provided under Paragraph 1 of this agreement.
10. If CMS disallows any portion of its grant award, the Association must repay to MIEMSS the portion of the federal disallowance for which it is responsible. The Association's responsibility for any disallowance will be based on CMS's description and reasoning of the disallowed funds.
11. Any medical equipment or supplies purchased in whole or in part with this Grant shall be maintained by the Association in accordance with the Federal Drug Administration and other applicable State and federal regulations as applicable.
12. The Association may not sell, lease, exchange give away or otherwise transfer or dispose of real or personal property or any part of or interest in real or personal property acquired with the Funds without the prior written consent of MIEMSS and, where appropriate, MOH and/or CMS. Whole blood and disposable supplies may be used in accordance with local policies and procedures. The Association shall give MIEMSS written notice at least 30 days before any proposed transfer or disposition of any non-disposable items. Any proceeds from a permitted transfer or disposition shall be applied to repay to that portion of the Funds attributable to the particular real or personal property transferred or disposed of. MIEMSS and the Association, and, where applicable, MDH and/or CMS, may agree to other terms and conditions of the proceeds from the sale or transfer of real or personal property acquired with the Funds.
13. For *any* item of real or personal property that is acquired with The Funds and has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Association must obtain and maintain Insurance at its own expense and for the reasonable useful life of that item or for 5 years, whichever is less. The Funds may not be used to offset the cost of insurance required under this section. The Insurance shall provide full protection for the Association and the State against loss, **damage**; or destruction of the real or personal property. The Association must, on request, provide MIEMSS with satisfactory evidence of its compliance with this requirement. Proceeds from Insurance reimbursements required by this paragraph shall be applied toward replacement of the real or personal property or toward the repayment to MIEMSS, MOH, or CMS, in the sole discretion of MIEMSS.
14. The Association may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or any other characteristic forbidden as a basis for discrimination by applicable laws. The Association hereby certifies that its Constitution or By-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.
15. The laws of Maryland govern this Agreement except where federal laws and regulations related to grant **awards** supplant State laws.

16. This agreement binds respective successors of the parties.
17. The Association may not sell, transfer, or otherwise assign any of its obligations under this agreement, or its rights, title, or interest in this agreement, without the prior written consent of MIEMSS, MOH, and/or CMS.
18. No amendment to this agreement is binding unless it is in writing and signed by the parties.
19. If the Association fails to fulfill its obligations under this agreement properly and on time, or otherwise violates any provision of the agreement, MIEMSS may terminate the agreement by written notice to the Association. The notice shall specify the acts or omissions relied upon as cause for termination. The notice shall also provide a fifteen (15) day cure period to cure any deficiency or violation of provisions contained in this agreement. Upon expiration of the cure period, all finished or unfinished work provided by the Association shall become MIEMSS's property. This provision may be subject to the limitations set forth by law in the Maryland Tort Claims Act, Maryland Code, State Government Article, Title 12.
20. MIEMSS may terminate the performance of work under this agreement in whole, or from time to time in part, whenever MIEMSS shall determine that such termination is in the best interest of MIEMSS or the State. MIEMSS will pay all reasonable costs associated with this agreement that the Association has incurred up to the date of termination, and all reasonable costs associated with termination of the agreement. MIEMSS will provide sixty (60) days' advance notice of any termination under this section.
21. In addition to any other grounds for termination for cause set forth in this agreement, MIEMSS may terminate this agreement, in whole or in part, immediately upon written notice to the Association if:
 - A. Federal funding supporting this agreement is reduced, suspended, or terminated;
 - B. MOH's federal award is not renewed or is materially modified; or
 - C. Continued performance of this agreement would result in MIEMSS's or MDH's noncompliance with applicable federal statutes, regulations, or award conditions.

In the event of such termination, MIEMSS's liability shall be limited to payment for allowable costs properly incurred by the Association through the effective date of termination, subject to applicable federal funding availability and compliance with reporting and closeout requirements.
22. The person executing this Agreement on behalf of the Association certifies, to the best of that person's knowledge and belief, that:
 - A. Neither the Association, nor any of its officers or directors, nor any employee of the Association involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Association's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy under the laws of the United States or any state;

- B. The Association has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Association, to solicit or secure this Grant or this Agreement, and the Association has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;
 - C. The Association, if incorporated, is registered or qualified In accordance with the Corporations and Associations Article, Annotated Code of Maryland Is In good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Employment Security Administration, and has paid or arranged for the payment of all taxes due the State;
 - D. No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyin for any services rendered In securing the passage of legislation establishing or appropriating funds forthe Grant;
 - E. Neither the Association, nor any of its officers or directors, nor any person substantially Involved in the contracting or fund-raising activities of the Association, Is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations.
23. The individual executing this agreement on behalf of the Association represents that he or she Is authorized by the Association to do so.

(the remainder of this page is intentionally blank)

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties that hereby agree to the terms of this agreement;

Witness or Attest:

Grant Awardee:
Salisbury Fire Department
Reslon IV


Signature
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Printed Name a,pbn
Title \ .L \ \") .ti) .
effiL{


Signature
By: J. J. 7M
Printed Name
Title: A-1.i.i - - -

The Maryland Institute for Emergency
Medical Services Systems

By: _____

Approved as to form and legal sufficiency
this day of _____ 2026:

W. Adam Malizlo
Assistant Attorney General

Appendix A-Scape of Work

Funds Will be provided to support the Whole Blood program as specified in Attachment B.

Performance Metrics

Jurisdictions (Individual county) will report on a quarterly basis the Information below as applicable to your program:

- Number of EMS clinicians trained to administer whole blood
- Number of rural Jurisdictions fully operational (providing whole blood)
- Number of patients receiving whole blood
- Number of units of whole blood administered to patients

Appendix B- Budget

Blood coolers	\$6,924
Blood warmers	\$3,834
Blood infusers	\$464
Supplies	
Disposable blood circuits	\$1,207
Data management software	\$1,300
Total award	\$13,729

Appendix C Federal Grant Terms and Conditions

Notice of Award (NoA) Terms and Conditions

1. Applicable terms and conditions stated in the NoA flow down to subrecipients. In addition, all relevant Project requirements and definitions outlined in the NOFO (CMS-RHT-26-001) and the FAQ apply. Appendix M, O, E, and F provide the full list of terms and conditions, which are incorporated by reference into **Appendix C**.
2. Continued funding from CMS is conditional on the availability of appropriated funds, satisfactory performance, reporting, and compliance.
3. Subrecipients must:
 - a. Use subawards for authorized purposes for the program referenced in the NoA and described in the NOFO and outlined in the approved application to positively affect rural areas and rural residents. This includes any approved revisions, as applicable, made subsequent to the approved application;
 - b. Comply with Federal statutes, regulations, and the terms and conditions of the subaward;
 - c. Achieve subaward performance goals; and
 - d. Adhere to the Implementation plan and timeline included in the approved application.
 - e. Comply with the requirements and limitations related to the use of funds:
 - i. Each budget narrative activity/cost must be described and fully itemized.
 - ii. TBO line items will remain restricted until finalized.
 - iii. CMS must provide prior approval prior to funds drawdown.
 - iv. Subrecipients must record expenses in real time.
4. 2 CFR 200.331, subrecipient and contractor determinations, and 2 CFR 200.332, requirements for pass-through entities, are incorporated by reference.
5. Under the Cooperative Agreement CMS will have substantial programmatic involvement. Maryland will need to seek CMS prior approval for:
 - a. Budget revisions expected to exceed 10 percent of the total budget as last approved.
 - b. Subaward activities not yet proposed or approved;
 - c. Consultant/contract activities not yet proposed or approved;
 - d. Changes in scope;
 - e. Lifting of funding restrictions;
 - f. Removal of non-compliance plans;
 - g. Key personnel changes;
 - h. Equipment and other capital expenditures 2 CFR 200.439; and
Rearrangement and reconversion costs 2 CFR 200.462
 - j. Activities that require prior approval are further detailed in HHS grant 2 CFR 200.407, Prior written approval (prior approval), 2 CFR 200.308, Revision of budget and program plans, and the HHS Grants Policy Statement.
6. A complete description and cost breakdown must be provided to CMS for each consultant, subrecipient, or contract upon selection. Any required contractual reporting information should be updated, as necessary, to reflect the specific subrecipient/contractor/consultant selected. Please review the "CMS Guidance for Preparing a Budget Request and Narrative (Section F) for further guidance on these requirements: https://www.cms.gov/abn-ut-cms/wot-ic-us/cms-grant/-cooperative-agreementMIs/how-apply-t-ms-gtJnts/a_m_guidance-n-rep3rtnR-budget-request-narrative
7. Limitations on use of funds include:
 - a. Administrative costs, including indirect and direct costs, are capped at 10% per budget period.

- b. Any program income (money earned from award-supported activities) must be used for the purposes and under the conditions of the award.
 - c. Minor renovations or alterations allowable only with CMS prior approval to ensure long-term overhead and upkeep costs are commensurate with patient volume, subject to restrictions in the funding policies and limitations section of the NOFO. Funding used for minor renovation or alterations cannot exceed 20% of the total funding awarded to MOH in each budget period.
 - d. Workforce activities must require a commitment for recipients of RHTP financial incentives to serve rural communities for a minimum of five years. Under the uses of funds described in statute, there is a minimum five-year commitment for clinical workforce talent to serve rural communities who benefit from recruiting and retention initiatives funded by RHTP. Relevant workforce initiatives need guardrails to meet this statutory requirement. See NOFO for further specifics on allowable expenses and funding guidelines.
 - e. Direct health care services allowable if justified why they are not already reimbursable, how the payment will fill a gap in care coverage (such as uncompensated care or services not covered by Insurance), and/or how they transform the current care delivery model. CMS will have final approval of whether proposed services are allowable.
 - f. Funding used for provider payments, defined in the NOFO as providing payments to health care providers for the provision of health care items or services, cannot exceed 15% of the total funding awarded to MOH in a given budget period.
 - g. No more than 5% of total funding awarded to MOH in a given budget period can support funding the replacement of an Electronic Medical Record (EMR) system if a previous HITECH certified EMR system is already in place as of September 1, 2025.
 - h. Funding towards initiatives similar to the "Rural Tech Catalyst Fund Initiative" as described in the NOFO Appendix (pages 115-1181, cannot exceed the lesser of (1) 10% of total funding awarded to the Recipient in a given budget period or (2) \$20M of total funding awarded to MOH in a given budget period.
 - i. SSA 2105(c), paragraphs (11), (7), and (9) apply as funding limitations. These limitations are related to general limitations, limitations on payment for abortions, and citizenship documentation requirements for payments made with respect to an individual.
 - j. Salary Limitations: None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. The Executive level II rate changes each year, refer to the most recent information posted on the [Per se general Management Plan website](#). The January 2026 salary cap is \$115,000.
 - k. Subrecipients must comply with the cost principles set forth in HHS regulations at 2 CFR 200, Subpart E. Subrecipients must also use these principles as a guide in pricing fixed-price contracts and subcontracts when costs are used in determining the appropriate price. Hospitals must follow Appendix IX to 2 CFR 300. Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.
 - l. For-profit recipients are subject to 48 CFR subpart 31.22. For more detailed information on applicability and exemptions, refer to 2 CFR 200.401.
- B. Unallowable costs include:
- a. Pre-award costs.
 - b. Goods or services not allocable to the approved project. Using funds in a manner inconsistent with activities described in the approved application, on activities explicitly limited or prohibited in the Terms and Conditions, and/or on activities not approved by CMS is a violation of the agreement.
 - c. Meeting matching requirements for any other federal funds or local entities.
 - d. An expenditure that is attributable to an Intergovernmental transfer, certified public expenditure, or any other expenditure to finance the non-Federal share of expenditures required under any provision of law.

- e. Services, equipment, or supports that are the legal responsibility of another party under federal, State, or tribal law, such as vocational rehabilitation or education services.
 - f. Duplicate payments. Funds may not be used to replace payment for clinical services that could be reimbursed by insurance. Funds also may not be used for payments to clinical services if they duplicate billable services and/or attempt to change the payment amounts of existing fee schedules.
 - g. Supplanting (not supplementing!) non-federal funds that have been budgeted for the same purpose through non-federal sources including **existing** State, local, tribal, or private funding.
 - h. Federal award funds must supplement, not replace (supplant) non-federal funds. All recipients who receive awards under programs must ensure that federal funds do not supplant funds.
 - i. Funds may not be used for clinician salaries. Funds also may not be used for **wage** supports for facilities that subject clinicians to non-compete contractual limitations. This applies only to salaries and wages funded by the cooperative agreement award through an approved initiative described in the approved application.
 - j. Construction or building expansion, purchasing or significant retrofitting of buildings, cosmetic **upgrades**, or any other cost that materially increases the value of the capital or useful life **as a** direct cost.
 - k. The cost of independent research and development, including their proportionate share of Indirect costs. See 2 CFR 300.477.
 - l. Purchase of certain telecommunications and video surveillance equipment (See 2 CFR 200.216) as well as financial assistance to households for installation and monthly broadband Internet costs.
 - m. Meals, unless in limited circumstances as described in the NoA.
 - n. Initiatives that fund certain cosmetic and experimental procedures that fall within the definition of a specified sex-trait modification procedure **at 45** CFR 156.400 because that is beyond the scope of this program.
 - o. Profit to any recipient even if the recipient is a for-profit organization. Profit is any amount in excess of allowable direct and indirect costs.
 - p. Activities prohibited under 2 CFR 200.450 **and** the HHS Grants Policy Statement related to lobbying and influencing the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any State government, State legislature, local legislature or legislative body.
 - q. Costs of promotional items and memorabilia, including meals, gifts, and souvenirs. Costs of advertising and public relations **designed** solely to promote the non-Federal entity.
9. CMS Standard Grant and Cooperative Agreement Terms and Conditions are applicable to RHTP. In summary, this includes the following:
- a. Compliance with all federal laws as amended and their requirements
 - b. Antidiscrimination laws;
 - c. Title VI of the Civil Rights Act of 1964;
 - d. Section 504 of the Rehabilitation Act of 1973;
 - e. Title IX of the Education Amendments of 1972;
 - f. Age Discrimination Act of 1975;
 - g. Section 1557 of the Patient Protection and Affordable Care Act; and
 - h. As applicable, Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C.;
 - i. Administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this NoA, as applicable, in the Uniform Guidance - 2 CFR 200 and 2 CFR 300.

- J. Privacy and Security of Health Information. Subrecipients shall put all appropriate regulatory, administrative, technical, and physical safeguards in place before applicable program activities begin to protect the privacy and security of Individually identifiable health Information.
 - k. Mandate that all Federal contractors, subcontractors, recipients, subrecipients, or personal services contractors, must Inform their employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - l. Prompt disclosure, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
10. Additional administrative requirements:
- a. Collaborate with MDH and CMS staff to implement and monitor the project.
 - b. Participate in all monitoring activities requested by CMS and/or Its contractor(s).
 - c. Participate in program evaluation activities requested by CMS and/or its contractor(s).
 - d. Participate in program audit activities requested by CMS and/or its contractor(s).
 - e. SAM and UEI: Maintain current information In SAM and review and update the Information at least once a year after the initial registration to remain active, and more frequently if required by changes in the Information.
 - f. Comply with the Stevens Amendment to include the following language acknowledging federal assistance when issuing any publicfacing materials including statements, presentations, press releases, publications, requests for proposals, bid solicitations, and other documents: "The Maryland Rural Health Transformation Program is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$168,180,837.61 with 100 percent funded by CMS/HHS. The contents of this [e.g., meeting] are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government."
 - g. Prior to use, publclatlon, or distribution, share any public facing materials (including but not limited to statements, presentations, press releases, publications, requests for proposals, bid solicitations, and other documents) with MOH Agreement Monitor for review and approval.
 - h. Comply with requirements related to use of data and work products and making sure no subaward is made to an entity that is debarred, suspended, or ineligible.
 - i. Requirements for certification of non-duplication, assessment, and administrative contro ls. All recipients of RITTP funding will be required to complete an attestation that their activities will 1) serve a rural community, and 2) the proposed activities and funding do not supplant other funding sources. MIEMSS must include the attestation and funding assessment as attachments to this agreement. The funding assessment will ensure planned use of RHTP funds are consistent with RHTP non-duplication requirements. The assessment will Identify current funding for related activities and darify how the recipient's activities are clearly distinct. Grantees will be required to document their administrative controls for maintaining compliance with the non-duplication requirements. The documentation must address their financial reporting processes for tracking expenses and allocating costs among different funding streams. Grantees will be required to describe their internal controls and monitoring of subcontracts for compliance. All subreclplent and grantee agreements will include language that certifies that RHTP funding will not supplant existing funding sources. Grantees will be required to provide invoices at least quarterly with details that describe activities during the period. Annually, RHTP grantees will provide an updated funding assessment of RHTP funding and related funding sources, ensuring RHTP activities are distinct from activities supported by other funding sources .

Appendix D - Attestation and Funding Assessment Form

Purpose

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

Section 1-Attestation

By signing below, the awardee certifies that:

pl.. The activities proposed under this RHTP application **serve rural communities** consistent with RHTP program objectives.

(X) The proposed activities **do not duplicate or supplant other funding sources**.

Authorized Representative

Name: Randolph J. Taylor
Title: Mayor
Organization: City of Salisbury
Signature: [Signature]
Date: 11-26-20

Section 2 - Funding Assessment

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

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

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ORDINANCE NO. 3007

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND INSTITUTE FOR EMERGENCY MEDICAL SERVICES SYSTEMS (MIEMSS) FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$13,729.00 AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE SALISBURY FIRE DEPARTMENT.

WHEREAS, MIEMSS has a Rural Health Transformation Program; and

WHEREAS, the purpose of the grant program is to assist agencies in the costs associated with whole blood implementation; and

WHEREAS, the City of Salisbury submitted a grant application to MIEMSS; and

WHEREAS, MIEMSS has awarded the City \$13,729.00; and

WHEREAS, the City of Salisbury must enter into a grant agreement with MIEMSS defining how these funds will be released and accepted; and

WHEREAS, all funds shall be used to purchase whole blood storage and delivery supplies for the Salisbury Fire Department; 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 ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with MIEMSS, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$13,729.00.

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

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

(a) Increase MIEMSS Revenue Account No. 10500-424401-XXXXX by \$13,729.00

(b) Increase Medical Equipment Account No. 10500-546016-XXXXX by \$13,729.00

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

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

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

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

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

50 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
51

52 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
53 Salisbury held on the 8 day of June, 2026 and thereafter, a statement of the substance of the Ordinance having
54 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on
55 the 22 day of June, 2026.

56
57 **ATTEST:**
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61 _____
62 **Julie A. English, City Clerk**
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_____ **April R. Jackson, City Council President**

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65 Approved by me, this _____ day of _____, 2026.
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69 _____
70 **Randolph J. Taylor, Mayor**
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City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Zachary White
Date: May 29, 2026
Subject: LBI Text Amendment - 1st Reading

This amendment would provide greater flexibility by allowing multiple permitted uses to operate within a single building without the requirements currently associated with Planned Business Centers. The existing standards for Planned Business Centers include minimum acreage and subdivision requirements, can unintentionally limit the way land in the zone. Allowing Multi-Use Facilities would better align with modern development patterns and maintain the overall intent and character of the district.

While this amendment will be adding a new “use”, it should be noted that a “Multi-Use Facility” will only allow for uses already permitted in Light Business Institution to exist within the same building. DID staff presented this proposed change to the Salisbury Planning Commission, and subsequently held a public hearing on the matter on May 14th, 2026 where the commission forwarded a favorable recommendation to the City Council.

Attachment(s):

[STAFF REPORT - Healthway Drive Text Amendment \(FOR COUNCIL\).pdf](#)
[Ord3008](#)



Infrastructure and Development Staff Report

May 14, 2026

I. SUMMARY OF REQUEST:

Planning staff are recommending a text amendment to the City of Salisbury Zoning Code, specifically the following chapter.:

- 17.28 – Light Business and Institutional District

The proposed amendments are summarized below:

- Add “Multi-Use Facility” to the permitted uses in the Light Business and Institutional District. Section 17.04.120, states

Multi-Use Facility - "Multi-use facility" means two or more similar or different uses on a lot or parcel that are conducted in physically separate areas and permitted inherently or otherwise in the district in which located, provided that the lot or parcel and improvements thereon satisfy the total parking, lot area and other requirements of the uses; the facility shall not be deemed to be a shopping center if the total floor area of the uses in which the principal activity is on-site retail sales does not exceed one-third of the gross floor area of the entire facility.

II. PLANNING & ZONING ANALYSIS

The proposed amendment would allow for multiple uses in a single building within a zone that already allows for Planned Business Centers. Planned Business Centers are not defined explicitly in the definitions section of our code; however, there is a dedicated section, Chapter 17.172, which lays out their purpose and specific development standards. The most relevant standards are as follows:

17.172.020 A.

*A planned business center shall be developed in accordance with a comprehensive development plan, as defined in Section [17.04.120](#), which shall be submitted and reviewed in accordance with [Chapter 17.180](#). In addition to the requirements of a comprehensive development plan, a **subdivision plat shall be required**, including covenants and restrictions relating to shared facilities and the maintenance and responsibility for the same, which shall be approved by the planning commission and recorded in the land records of Wicomico County*



17.172.020 D.

A planned business center shall contain a minimum of two acres.

1. *Each lot in a center in a general commercial district shall contain a minimum land area of six thousand (6,000) square feet, each lot in a select commercial district shall contain a minimum land area of ten thousand (10,000) square feet. **Each lot in a light business and institutional district shall contain a minimum land area of fifteen thousand (15,000) square feet.** Each lot in a light industrial district shall contain a minimum land area of ten thousand (10,000) square feet. Each lot in a regional commercial district shall contain a minimum land area of twenty-five thousand (25,000) square feet.*

These standards require a subdivision plat, minimum lot sizes of 15,000 square feet, and a minimum development size of two acres. These requirements do not allow for multiple businesses in one building on one lot.

The text amendment as proposed does not change the uses allowed but does provide the opportunity for them to be located in the same building and more efficiently use the land in this zoning district. It should be noted that all developments within the Light Business and Institutional District require a Comprehensive Development Plan; therefore, approvals must be granted by the Planning Commission before anything is built in this district.

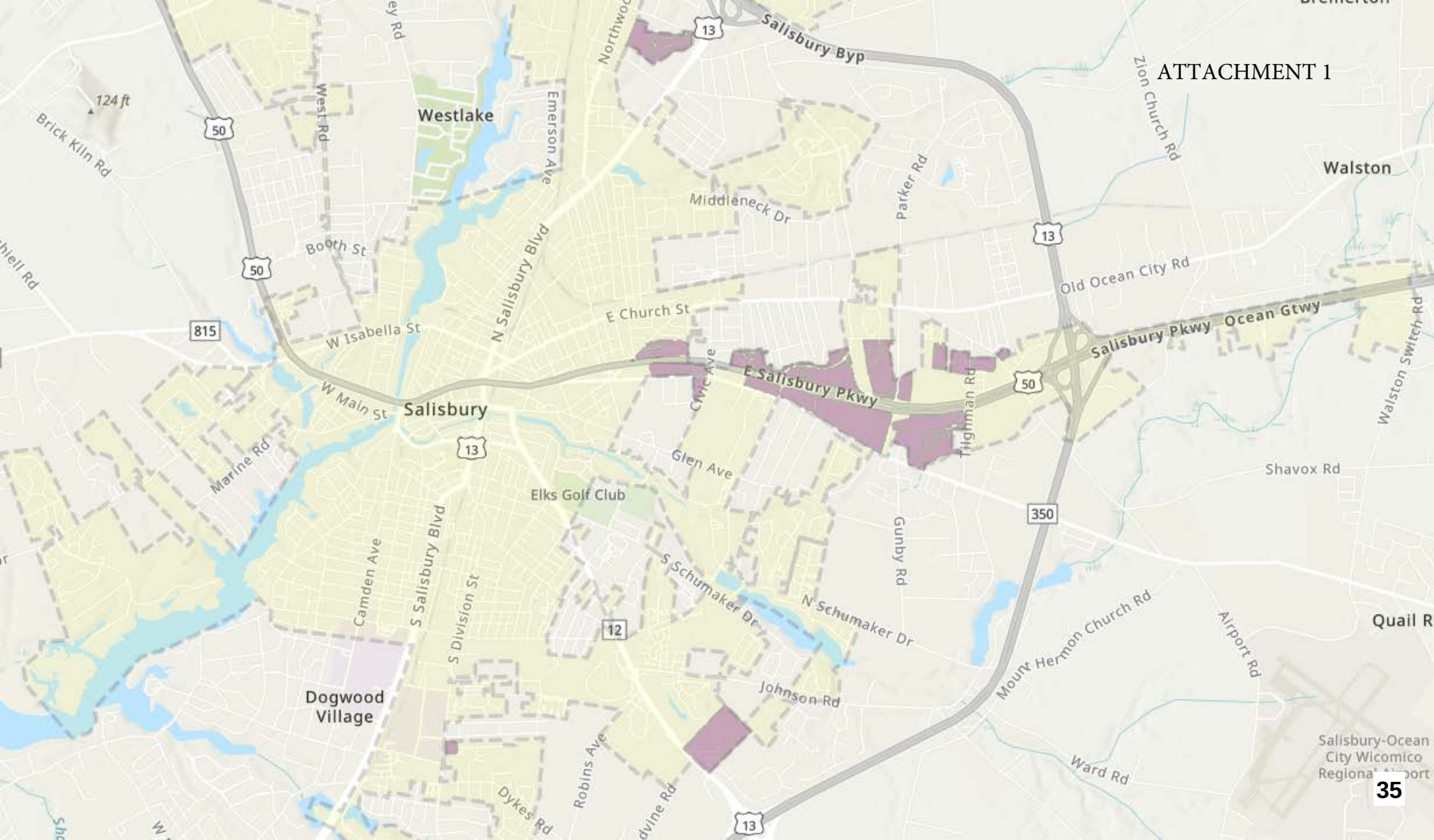
A map showing where lands zoned as Light Business and Institutional is attached as **(Attachment 1)**

A copy of the Notice of Public Hearing is attached as **(Attachment 2)**

A drafted copy of the Ordinance, as it will be presented to Salisbury City Council, with the proposed amendments is attached as **(Attachment 3)**

III. 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 based on the findings in the staff report.



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

In accordance with 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 17.28.020 to allow “Multi-Use Facility” as a permitted use in the Light Business and Institutional zoning district.

A PUBLIC HEARING WILL BE HELD ON

Thursday, May 14, 2026, at 4:00 P.M 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 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: April 30, 2026
 May 7, 2026

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ORDINANCE NO. 3008

**AN ORDINANCE OF THE CITY OF SALISBURY AMENDING CHAPTER
17.28.020 OF THE SALISBURY CITY CODE TO INCLUDE “MULTI-USE
FACILITY” AS A PERMITTED USE.**

WHEREAS, the ongoing application, administration and enforcement of Title 17 (Zoning) 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 17 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, 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 uses permitted in the Light Business Institutional District do not include “Multi-Use Facility,” but do include Planned Business Centers;

WHEREAS, Planned Business Centers are not defined explicitly in the Salisbury City Code, however Chapter 17.172 provides that their purpose is to encourage the clustering of select commercial uses, and includes specific development standards. Those development standards include the requirement of a subdivision plat, minimum lot sizes, and minimum total development size of two acres. Such requirements effectively limit the ability for a collection of permitted uses to exist on a smaller area of land in this zone;

WHEREAS, the proposed amendment would add “Multi-Use Facility” as a permitted use, allowing two or more similar or different uses to operate within physically separate areas of a single building or lot; and

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 and Zoning Commission (the “Planning Commission”) prior to the passage of an ordinance amending Chapter;

WHEREAS, at the conclusion of its _____, 2026 meeting, the Planning Commission recommended, by a vote of __- ____, that the amendments to Sections 17.28.020 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 amendments to Sections 17.28.020 of the Salisbury City Code 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 17.28.020 of the Salisbury City Code is hereby amended by adding the bolded and underlined language as follows

Section 1. Section 17.28.020 of the Salisbury City Code, entitled “Permitted Uses” shall be amended as follows:

17.28.020 - Permitted uses.

Permitted uses shall be as follows:

A. Apartment building and project in accordance with chapter 17.168;

B. Bank and other financial institution;

C. Business, governmental, financial or professional office;

D. Business center, in accordance with chapter 17.172;

E. Care home;

F. Church or other place of worship, in accordance with chapter 17.220, excluding bus storage and maintenance, cemetery and gymnasium as an accessory use;

G. Cultivation of land;

H. Cultural uses, such as museum, library or art gallery;

I. Funeral home;

J. Medical-care facility;

K. Medical and dental office and clinic;

L. Radio or television broadcasting station and studio;

M. School of general instruction, in accordance with chapter 17.220;

N. Dry-cleaning pickup station;

O. Florist;

P. Office supplies and equipment;

Q. Photographic studio;

R. Travel agency;

S. Group domiciliary care facility;

T. Self storage;

U. Single-family detached dwelling unit.

V. Multi-Use Facility

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 22 day of June, 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, President,
Salisbury City Council**

APPROVED BY ME THIS _____ day of _____, 2026.

Randolph J. Taylor, Mayor