



## CITY OF SALISBURY

125 N. Division Street, Salisbury, MD 21801

### WORK SESSION

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

Monday, November 24, 2025 7:00 PM

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VACANT  
Council President

ANGELA M. BLAKE  
Council Vice President

APRIL R. JACKSON  
Councilwoman

MICHELE R. GREGORY  
Councilwoman

SHARON C. DASHIELL  
Councilwoman

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## CALL TO ORDER

## PRESENTATION

- Homelessness Data and Best Practices  
Presented by Assistant Secretary of Homelessness Solutions Danielle Meister and CEO Healthcare for the Homeless Kevin Lindamood

## RESOLUTION

- The North Prong Park Project
- Annexation Zoning for N. Schumaker Dr.

## ORDINANCE

- Labor Code Amendment

**Ordinance** amending chapter 2.25 of the Salisbury City Code entitled "Labor Code" to better define material terms, clarify employer rights, redefine the duration of a collective bargaining agreement and timeline for bargaining, and to amend the terms governing arbitration.

## COUNCIL DISCUSSION

- Gas Blowers within City Limits
- Dog Barking Chronic Concerns

## PUBLIC COMMENT (Agenda Items Only)

## ADMINISTRATION COMMENTS

## COUNCIL COMMENTS

## ADJOURNMENT

<p>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.</p>
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# City of Salisbury

## Memo

To: Nick Rice, City Administrator  
From: Travis Huff, Project Engineer  
Date: November 14, 2025  
Subject: The North Prong Park Project

North Prong Park is the planned redevelopment of abandoned industrial sites into a green space for recreation, exercise, and flood mitigation. The park will be located between Lake Street and the west side of the Wicomico River's North Prong. The future park entails multiple properties owned by the City that will require varying amounts of environmental remediation and improvements.

On June 1, 2025, the Maryland House Bill 1519E for Prior Authorizations of State Debt - Alterations was passed, earmarking \$500,000 to the City of Salisbury for the North Prong Park Project from the Department of Natural Resources (DNR) Local Parks and Playgrounds Infrastructure (LPPI) Grant Program. The City submitted the Development Application and supporting documents to DNR detailing how the funds will be utilized on August 26, 2025. On October 22, 2025 the application was approved by Maryland's Board of Public Works and the approval letter sent to the City.

The \$500,000 funding is allocated towards environmental assessment and remediation, demolition, and site improvements at the property and will help develop it into a great asset for the City.

### Attachment(s):

[2025.08.05 Project Consistency Letter.pdf](#)

[BPW Item 8A LPPI-22-5.pdf](#)

[FY23 LPPI Development Project Application updated w CRAB \(003\) NV.pdf](#)

[LPPI-22-5 BPW Approval.pdf](#)

[ORDINANCE - North Prong Park](#)





August 5, 2025

Local Planning Agency Approval and Infrastructure Review  
Re: North Prong Park Project – 313-317 Lake Street

To Whom it May Concern,

This is to certify that the proposed development of 313-317 Lake Street as part of the North Prong Park Project is consistent with the Salisbury Comprehensive Plan adopted by the city on July 12, 2010.

The objectives stated in the City Comprehensive Plan pertain to the overall expansion of the city facilities for the benefit of residents. The site remediation will reduce stormwater runoff and mitigate flooding. It is consistent with the implementation strategy to provide a system of green corridors for recreational use. In addition, the 2022 Wicomico County Land Preservation, Parks, and Recreation Plan adopted by the county on July 5, 2022 includes specific city comments regarding the creation of North Prong Park, identifying it as a high priority project.

The project is consistent with the overall goals and objectives of the city's Comprehensive Plan and doesn't require major public works.

If you have any further questions please feel free to contact me.

Respectfully,

Betsy Jackson, AICP  
City Planner  
bjackson@salisbury.md

Board of Public Works  
Department of Natural Resources – Real Property  
Supplement  
October 22, 2025



DNR 8

Contact: Emily Wilson 410-260-8436  
emilyh.wilson@maryland.gov

8A. **LOCAL PARKS AND PLAYGROUNDS INFRASTRUCTURE**  
***Wicomico County***

**Recommendation:** Approval to commit \$500,000 for the following **development** project.

***North Prong Park Development – \$500,000***

City of Salisbury

LPPI# LPPI-22-5

**Background:** Plan and develop a new park with paved trails and parking lot, shoreline remediation, and associated site amenities on Lake Street. Project also includes new playground equipment and safety surfacing consistent with National Playground Safety Standards and the Americans with Disabilities Act.

**Fund Source:** Maryland Consolidated Capital Bond Loan 2022, Chapter 344, Acts of 2022  
Local Parks and Playgrounds Infrastructure  
Source Code: 22116 \$500,000.00

BOARD OF PUBLIC WORKS

THIS ITEM WAS:

APPROVED

DISAPPROVED

DEFERRED

WITHDRAWN

WITH DISCUSSION

WITHOUT DISCUSSION

# Maryland Department of Natural Resources

## FY 2023 - Local Parks and Playgrounds Infrastructure

### Development Application and Project Agreement

**PROJECT #**

(DNR Use Only)

**1. PROJECT INFORMATION:** Please fill out all sections of the form completely unless otherwise indicated.

PARK NAME North Prong Park

PROJECT NAME North Prong Project

**2. PROJECT LOCATION:** Please identify all applicable parcels.

Street Address: 313,315, 317, 325 Lake Street MD Legislative District 37A

City/Town Salisbury County WI Zip Code 21801

County Tax Map See Attached Grid See Attached Parcel See Attached Lot See Attached

SDAT Account Identifier See Attached

District-Subdivision-Account Number or Ward-Section-Block-Lot (as applicable)

**3. PROJECT DETAILS:**

Is this project located within a Coast Smart Climate Ready Action Boundary?

<https://mdfloodmaps.net/CRAB/> (If 'Yes', please answer the following)

Yes X No       

a. Is the total cost of this project \$500,000 or greater?

Yes X No       

b. Does this project include a structure? For the Coast Smart Construction Program, a "structure" is defined as a walled or roofed building; a manufactured home; or a gas or liquid storage tank that is principally above ground.

Yes        No X

c. If this project is located within a Coast Smart Climate Ready Action Boundary, is \$500,000 or greater, and includes a structure, it may be subject to the Coast Smart Siting and Design Criteria. Please review the Coast Smart Construction Program document, and fill out and submit with your application the Coast Smart Project Screening Form in Appendix A: <https://dnr.maryland.gov/climateresilience/Documents/2020-Coast-Smart-Program-Documents-FINAL.pdf>. Note that this form is still required even if the project qualifies for a categorical exemption.

d. A waiver may be requested from one or more of the specific Siting or Design Criteria. To request a Waiver Consideration, please fill out and submit with your application the Coast Smart Criteria Waiver Form in Appendix B of the Coast Smart Construction Program document:

<https://dnr.maryland.gov/climateresilience/Documents/2020-Coast-Smart-Program-Documents-FINAL.pdf>

e. Please acknowledge that the project will meet any Coast Smart Siting and Design Criteria, as applicable.

Initial  
Here

**4. PROJECT DESCRIPTION:** Please provide a description of the proposed project and how it is eligible for this funding (design, construct and capital equip indoor and outdoor park infrastructure and other capital-eligible projects that enhance recreational amenities). Provide all of the information that you feel is necessary to explain and justify the project. Attach a separate sheet, if necessary.

North Prong Park is the planned redevelopment of abandoned industrial sites along the Wicomico River's North Prong into a green space for recreation, exercise, and flood mitigation. An early portion of the Project is underway in the form of remediation of the properties at 317 and 325 Lake Street with an installation of a soil cap, funded by the EPA Brownfield Grant program. The City also recently acquired the adjacent 313 and 315 Lake Street properties. The LPPI funding provided will allow the City of Salisbury to hire contractors to perform assessments, remediate the properties, demolish existing structures, install playground equipment, pave trails and parking lot, and add other park improvements and amenities. Other park improvements and amenities would include items like picnic tables, landscaping, signage, and any other improvement not encompassed in the provided list.

**5. PUBLIC ACCESS:** No amount of these funds shall be used for projects that are inaccessible to the general public. Please describe the general public access that will be available for this project and note any restrictions or limitations.

The North Prong Park will be an open-air park available to the public at all times. No restrictions to access will exist.

**6. PROJECT PERIOD:** From:   Date of Letter of Acknowledgement or Letter of Concurrence (DNR Use Only)

To: 9/1/2030 Estimated Date of Completion (Must be filled in by Applicant)

Please provide a provide a proposed development schedule:

Design Start Date (if applicable)	<u>9/1/2025</u>	Design End Date	<u>9/1/2027</u>
Construction Start Date	<u>9/1/2025</u>	Construction End Date	<u>9/1/2030</u>

**7. ITEMIZED DETAILED COST ESTIMATE:** Round to the nearest dollar.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED COST
1	Demolition of Existing Structures	\$45,000
2	Consultation and Engineering Fees	\$50,000
3	Paved Trail and Parking Lot Installation	\$95,000
4	Playground Equipment	\$180,000
5	Remediation	\$40,000
6	Other Park Improvements and Amenities	\$90,000
<b>TOTAL DEVELOPMENT COSTS:</b>		<b>\$500,000</b>

**8. PROJECT FUNDING:**

LPPI FUNDS REQUESTED:	\$	<u>500,000</u>	<u>22</u> %	
PRIOR FUNDS APPROVED:	\$	<u>                    </u>	<u>      </u> %	(Specify Source/Type) <u>                                    </u>
LOCAL FUNDS:	\$	<u>                    </u>	<u>      </u> %	
OTHER FUNDS:	\$	<u>\$1,791,543</u>	<u>78</u> %	(Specify Source/Type) <u>EPA Brownfields Grant</u>
<b>TOTAL PROJECT COST:</b>	<b>\$</b>	<b><u>\$2,291,543</u></b>	<b><u>100</u> %</b>	

**9. APPLICANT INFORMATION:** Note that the Applicant is also the County, Municipality, or certain nonprofit organizations that will be receiving the funding at reimbursement.

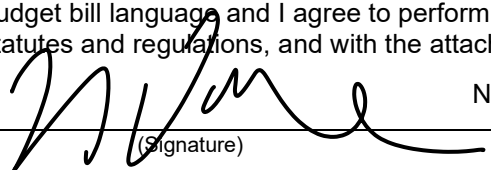
APPLICANT City of Salisbury APPLICANT'S FEDERAL ID # 52-6000806

**10. LOCAL PROJECT COORDINATOR:**

Travis Huff	Project Engineer	Infrastructure and Development	City of Salisbury
(Print Name)	(Title)	(Department)	(Organization)
125 N. Division Street		Salisbury	MD 21801
(Mailing Address)		(City)	(State) (Zip)
(410)-548-3170	(443)-669-4780	Thuff@Salisbury.md	
(Phone Number)	(Mobile Number)	(Email Address)	

**11. LOCAL GOVERNMENT OR CERTAIN NONPROFIT ORGANIZATION AUTHORIZATION:**

As the authorized representative of this Political Subdivision or certain nonprofit organization, I have read the budget bill language and I agree to perform all work in accordance with all applicable Local, State and Federal statutes and regulations, and with the attachments included herewith and made a part thereof.

	Nicholas Voitiuc	Director / Department of Infrastructure and Development	9/3/2025
(Signature)	(Print Name)	(Title/Organization)	(Date)

**PROGRAM ADMINISTRATIVE REVIEW:** (DNR Use Only)

ON-SITE INSPECTION: DATE \_\_\_\_\_ BY \_\_\_\_\_

DEPARTMENT OF NATURAL RESOURCES – PROGRAM OPEN SPACE APPROVAL:

(Signature)

(BPW Approval Date)

(BPW Agenda Item Number)

**Attachment 1: Project Location (from Section 2 above)**

Address	County Tax Map	Grid	Parcel	Tax Account ID (From SDAT)	Lot	Legislative District
313 Lake Street	0106	0011	1627	2309055541	1	37A
315 Lake Street	0106	0011	1627	2309055576	2	37A
317 Lake Street	0106	0011	1626	2309039732	8,9	37A
325 Lake Street	0106	0011	1625	2309047409	7	37A



*Wes Moore, Governor*  
*Aruna Miller, Lt. Governor*  
*Josh Kurtz, Secretary*  
*David Goshorn, Deputy Secretary*

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October 22, 2025

**Via Electronic Delivery to**

Mr. Travis Huff  
Project Engineer  
Infrastructure and Development  
City of Salisbury  
125 N. Division St  
Salisbury, MD 21801  
thuff@salisbury.md

RE: LPPI-22-5, North Prong Park  
City of Salisbury, Wicomico County

Dear Mr. Huff:

It gives me great pleasure to inform you that the Board of Public Works has approved your request for Local Parks and Playgrounds Infrastructure (LPPI) funds for the above referenced project. A copy of the agenda item is attached for your reference.

You may proceed with this project at your earliest opportunity. When the project commences, please have your staff contact the Local Grants Administrator with whom they have been working so that arrangements can be made to coordinate reimbursement.

Thank you for your interest in improving the quality of our parks and recreation for the citizens of Maryland. It is a pleasure to be able to provide these funds and to assist you with this important project. If I may be of further assistance, please do not hesitate to contact me at 443-534-8255.

Sincerely,

Carrie R. Lhotsky  
Grants and Stewardship Manager  
[carrie.lhotsky@maryland.gov](mailto:carrie.lhotsky@maryland.gov)

Attachment

cc: Steven Miller, Director, [smiller@wicomicocounty.org](mailto:smiller@wicomicocounty.org)  
Michael McQuarrie, Local Grants Administrator, [Michael.mcquarrie@maryland.gov](mailto:Michael.mcquarrie@maryland.gov)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT FUNDS  
AWARDED BY THE DEPARTMENT OF NATURAL RESOURCES LOCAL  
PARKS AND PLAYGROUNDS INFRASTRUCTURE GRANTS PROGRAM FOR  
THE CITY OF SALISBURY'S NORTH PRONG PARK PROJECT.**

**WHEREAS**, the City of Salisbury has been awarded grant funds in the amount of \$500,000 from the Department of Natural Resources Local Parks and Playgrounds Infrastructure ("LPPI") Program; and

**WHEREAS**, the funds awarded by the Department of Natural Resources LPPI Program, as a result of a grant application, will directly benefit the City of Salisbury's North Prong Park project; and

**WHEREAS**, the City of Salisbury Department of Infrastructure & Development requests that these funds in the amount of \$500,000.00 be placed in the Grant Fund to provide funding for redevelopment of the North Prong; and

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

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

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

- 1) Increase DNR LPPI Revenue Account, 10500-423604-XXXXX, by \$500,000.00
- 2) Increase the Engineering/Architectural Expense, 10500-513020-XXXXX, by \$50,000.00
- Increase Construction Expense, 10500-513026-XXXXX by \$450,000.00

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

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

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

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

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

**THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 24<sup>th</sup> day of November, 2025 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 15<sup>th</sup> day of December, 2025.

**ATTEST:**

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\_\_\_\_\_  
**Julie English, City Clerk**

\_\_\_\_\_  
**Angela Blake, Acting City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Randolph J. Taylor, Mayor**





## Memo

To: Nick Rice, City Administrator  
From: Zachary White, Associate Planner  
Date: May 30, 2025  
Subject: Annexation Zoning for N. Schumaker Dr.

Camden Development, LLC is requesting annexation of a 12.465-acre parcel on North Schumaker Drive (Tax Map 48, Parcel 417) into the City of Salisbury, along with an adjacent roadway and portion of waterway for a total of 12.870 acres.

A conceptual site plan proposes 60 townhome units, with the petitioner requesting the R8-A zoning classification.

Below is the history of this application to date:

- June 16 - Introduction Council work session
- Aug. 21 – Recommendation by the Salisbury-Wicomico Planning Commission on August 21
  - Existing County Zoning: R-20 Residential
  - Requested Zoning: R8-A
  - Staff recommendation: R10-S
  - Commission recommendation: R10-A
- Sept. 22 – Second work session requesting zoning decision before scheduling the public hearing, where it was tabled so that it could be rescheduled with additional time for questions to both DID and the developer.

We bring this before you again for direction regarding **which zone to assign the site upon annexation**. It is the staff assessment that the requested zone by the applicant and the recommended zone by the Planning Commission are inconsistent with the City's 2010 Comprehensive Plan. The annexation area is designated for low density development in our growth area. This means it is limited to 4-5 units per acre. Residential "A" zones in the City's Zoning Code allow townhouses and apartments at a density (8-10 units per acre) inconsistent with the low-density development designation.

The Planning Commission ultimately recommended **R10-A** zoning, which slightly decreases the allowed density compared to R8-A, but still allows significantly denser development (6-8 units per acre) than supported by the Comprehensive Plan. The R10-A district allows approximately 74 townhouse units. The reasoning for their recommendation of a Residential "A" zone was that it allows for a variety of housing **types** and this is supported by the Comprehensive Plan because it states that low density residential are proposed to "include a variety/mix of housing **styles**." Generally, and in the Comprehensive Plan, housing types would refer to categories like single family dwellings, townhouses, and apartments, while styles are categories such as bungalow, farmhouse, rancher, etc.

Staff recommendation of **R10-S** zoning is consistent with the Comprehensive Plan. R10-S prohibits townhome and apartment development. In the case of this site, the developer could build roughly 54 single family homes, only 6 less than the developer suggested it was seeking to build.

Since selecting the future the zoning involves an interpretation of the adopted Comprehensive Plan and will impact this and future annexations, staff requests Council's direction regarding which zoning to assign to the parcel before staff moves forward with having an annexation resolution drafted. This will ensure a smooth process for the annexation going forward and limit legal fees that would ensue if the agreement needed to be re-drafted multiple times due to concerns with zoning.

Attachment(s):

[N. Schumaker Dr. - Narrative.pdf](#)

[N. Schumaker Dr. - Concept Development Plan.pdf](#)

[N. Schumaker Dr. - Boundary Survey.pdf](#)

[N. Schumaker Dr. - Annexation Plat.pdf](#)

[N. Schumaker Dr. - Petition for Annexation.pdf](#)

[Attachment 4 - Aerial.jpg](#)

[Attachment 5 - Zoning.jpg](#)

[Attachment 6 - Growth Area.jpg](#)

[Attachment 8 - Letter Defending R8A Zoning.pdf](#)

[Attachment 9 - N. Schumaker Dr - Zoning Decision Letter.pdf](#)

■ ■ ■ ■

ARCHITECTS  
ENGINEERS

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PH: 800.789.4462  
salisbury@gmbnet.com

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OCEAN VIEW

www.gmbnet.com

■ ■ ■ ■

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

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

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

May 16, 2025

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

Attn: Mr. Zack White  
Associate Planner I

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

Dear Mr. White:

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

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

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

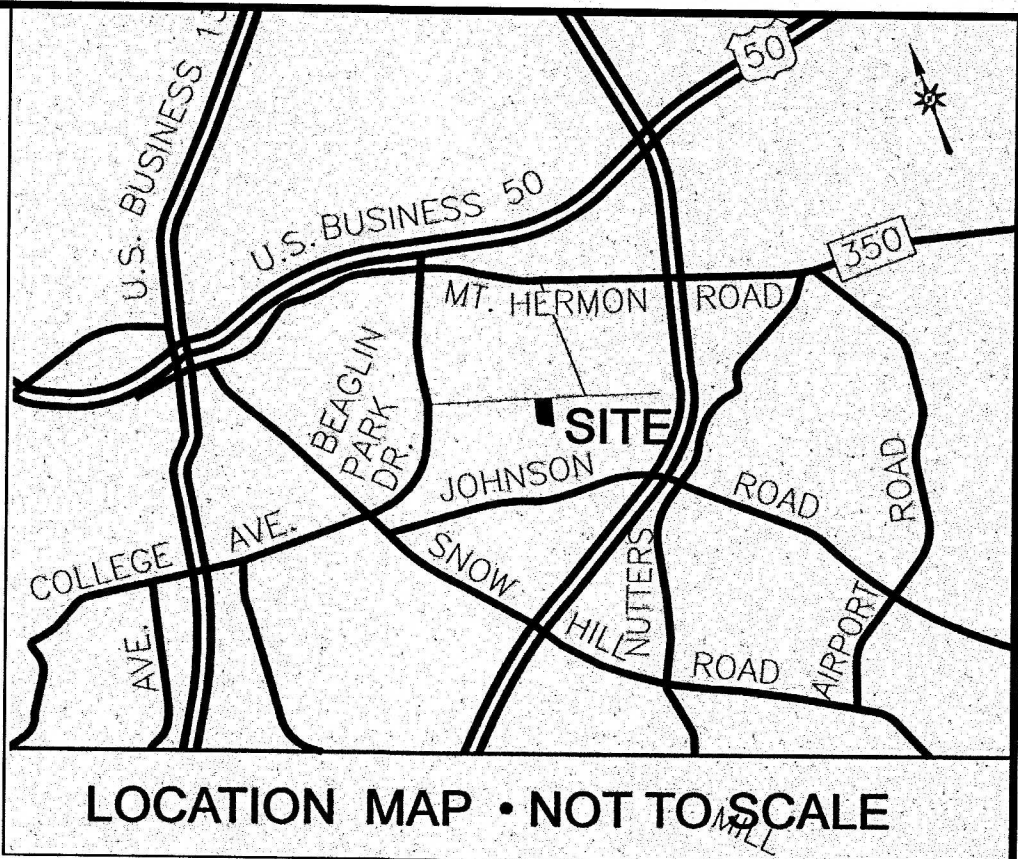
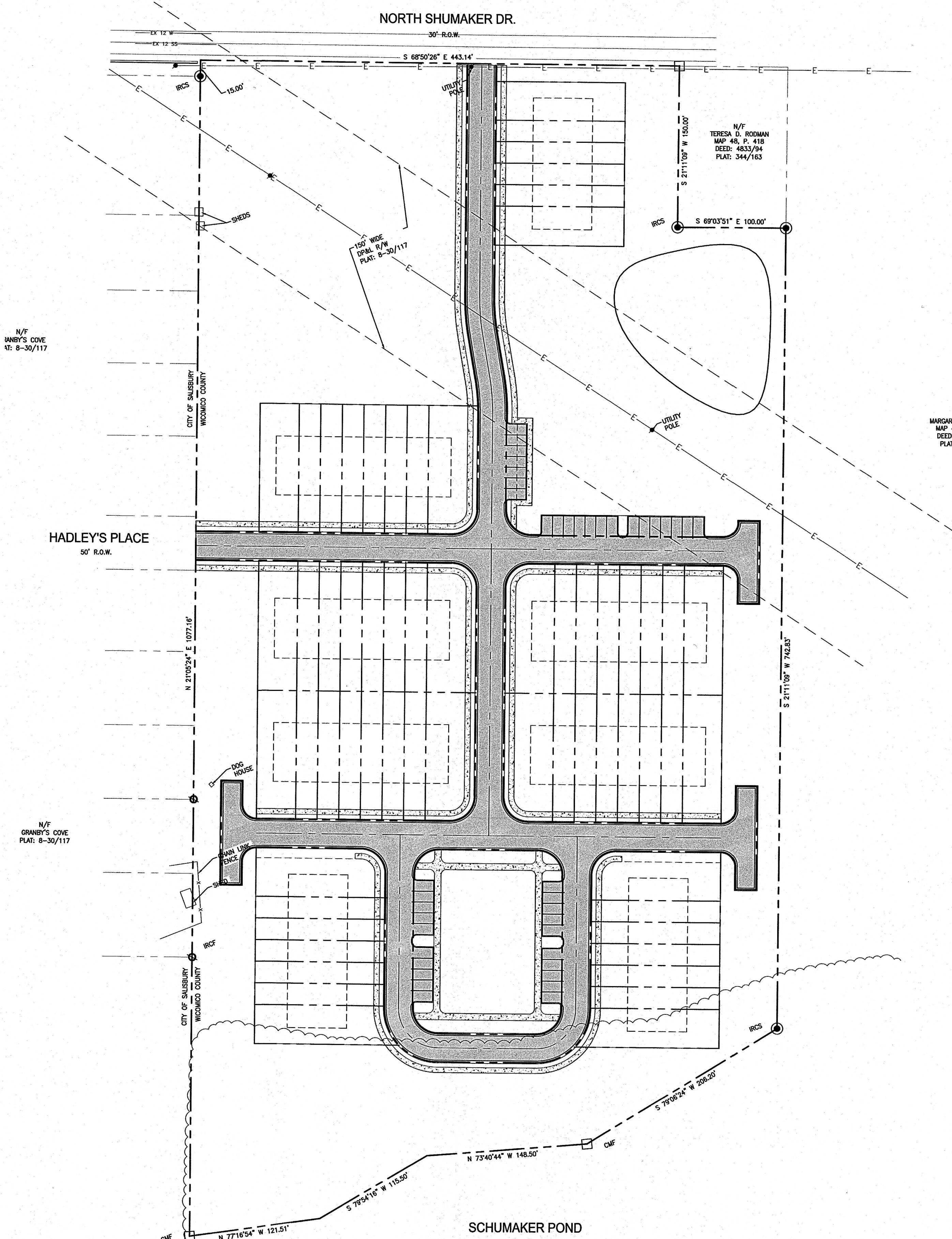
Thank you for your time and attention to this matter. Please feel free to contact me with any questions or comments.

Sincerely,



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





### LEGEND

PROPERTY LINE	---
EASEMENT LINE	- - - -
SETBACK LINE	---
R.O.W. LINE	---
SIDEWALK HATCH	

### SITE DATA

TAX MAP:	48
PARCEL:	417
DEED REFERENCE:	5048/216
TOTAL SITE AREA:	±12.465 ACRES
OPEN SPACE PROVIDED:	±5.91 ACRES (49%)
EXISTING IMPERVIOUS:	±0 ACRES
PROPOSED IMPERVIOUS:	±3.66 ACRES
LOTS EXISTING:	1
LOTS ALLOWED:	99 (8 UNITS/ACRE)
LOTS PROPOSED:	60
PROPOSED DENSITY:	4.96/ACRE
PARKING REQUIRED:	120
PARKING PROVIDED:	161
SEWER/WATER USAGE:	60 EDUs @ 250 GPD/EDU = 15,000 GPD
EXISTING ZONING:	R-20 (WICOMICO COUNTY)
EXISTING USE:	AGRICULTURAL
PROPOSED ZONING:	GENERAL RESIDENTIAL R-8A (CITY OF SALISBURY)
PROPOSED USE:	RESIDENTIAL DEVELOPMENT
BUILDING SETBACKS:	
FRONT:	35'
SIDE:	15'
REAR:	30'
FLOOD ZONE:	SPECIAL FLOOD HAZARD ZONE AE (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). AND A PER FIRM MAP 24045C0256E, DATED AUGUST 17, 2015.

### CONTACTS

OWNER/DEVELOPER:	CAMDEN DEVELOPMENT, LLC 1323 MT. HERMON ROAD SALISBURY, MD 21804 CONTACT: BRYAN LLOYD
CIVIL:	GEORGE, MILES & BUHR, LLC 206 WEST MAIN STREET SALISBURY, MARYLAND 21801 CONTACT: CHRISTOPHER J. PFEIFER, P.E. PHONE 410-742-3115

### ENGINEER'S CERTIFICATION:

SIGNED & SEALED BY A REGISTERED PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT OR LAND SURVEYOR REGISTERED IN MARYLAND. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 56492, EXPIRATION DATE: 9/29/2026.

GEORGE, MILES & BUHR, LLC. \_\_\_\_\_ DATE \_\_\_\_\_  
CHRISTOPHER J. PFEIFER P.E.

### OWNERS CERTIFICATION:

I CERTIFY THAT THIS IMPROVEMENTS CONSTRUCTION PLAN IS SUBMITTED WITH MY FULL KNOWLEDGE AND CONSENT AND IS IN ACCORDANCE WITH MY DESIRES AS OWNER.

BRYAN LLOYD \_\_\_\_\_ DATE \_\_\_\_\_

PRINTS ISSUED FOR:  
DRAWINGS STAGE

DATE

REVISIONS

NO.

**GMB**  
GEORGE, MILES & BUHR, LLC  
ARCHITECTS & ENGINEERS  
SALISBURY, BALTIMORE • SEAFORD  
206 WEST MAIN STREET  
SALISBURY, MARYLAND 21801  
410-742-3115  
www.gmbnet.com

**SCHUMAKER COMMONS**  
WICOMICO COUNTY, MARYLAND

**CONCEPT  
DEVELOPMENT  
PLAN**

SCALE : 1" = 60'  
DESIGN BY : KK  
DRAWN BY : DJW  
CHECKED BY : CJP  
GMB FILE :  
DATE : 5/7/25

SHEET NO.  
**CP**

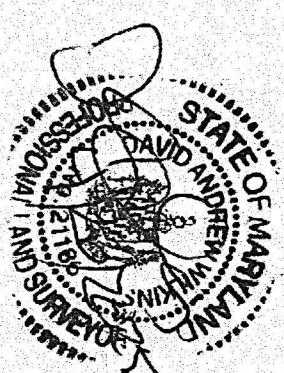
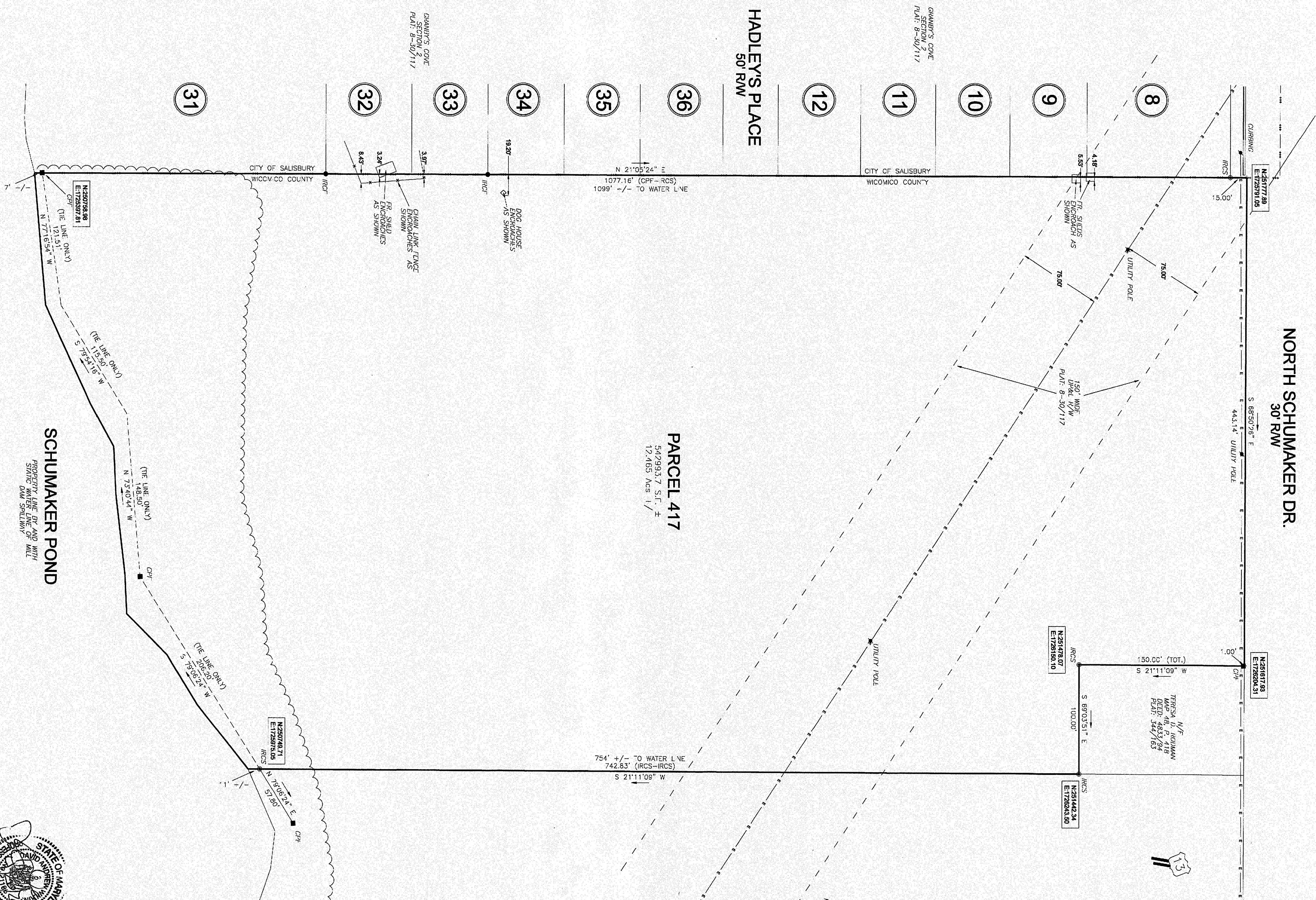
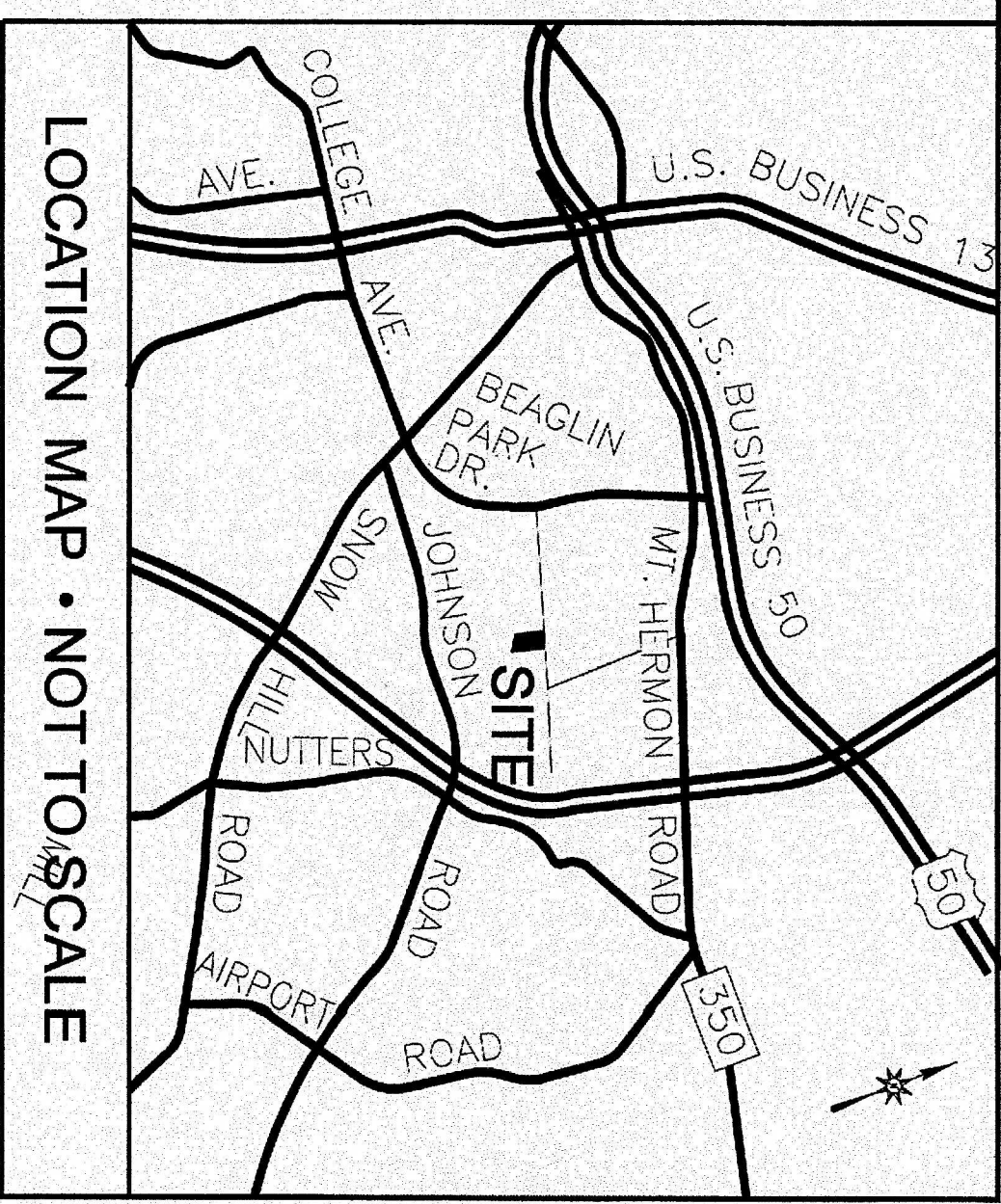
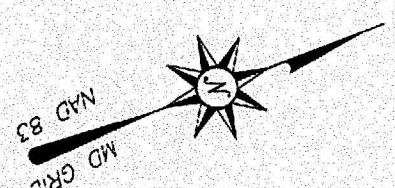


## GENERAL NOTES

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

## LEGEND

- IRCS  
 ■ CPF  
 ● IRCT
- 6  
 — 11
- IRON ROD WITH CAP SET  
 CONCRETE POST FOUND  
 IRON ROD WITH CAP FOUND  
 OVERHEAD UTILITY LINE  
 CORPORATE LIMIT LINE  
 WOODS LINE



LANDS OF  
NICHOLAS FENZEL

BOUNDARY SURVEY	
SCALE	1" = 50'
DATE	4/1/2025
REMOVED	
DEVELOPED	DW
OWNER	DW
CAD FILE	144
SULLI 1	01
JOB NO. 141 SCHUMAKER JOB BOOK X PAGE X	

# WILKINS-NOBLE LLC

LAND SURVEYING

11729 CHURCH ST.  
PRINCETON, MD 21953

410-621-0321  
410-621-0320(FAX)



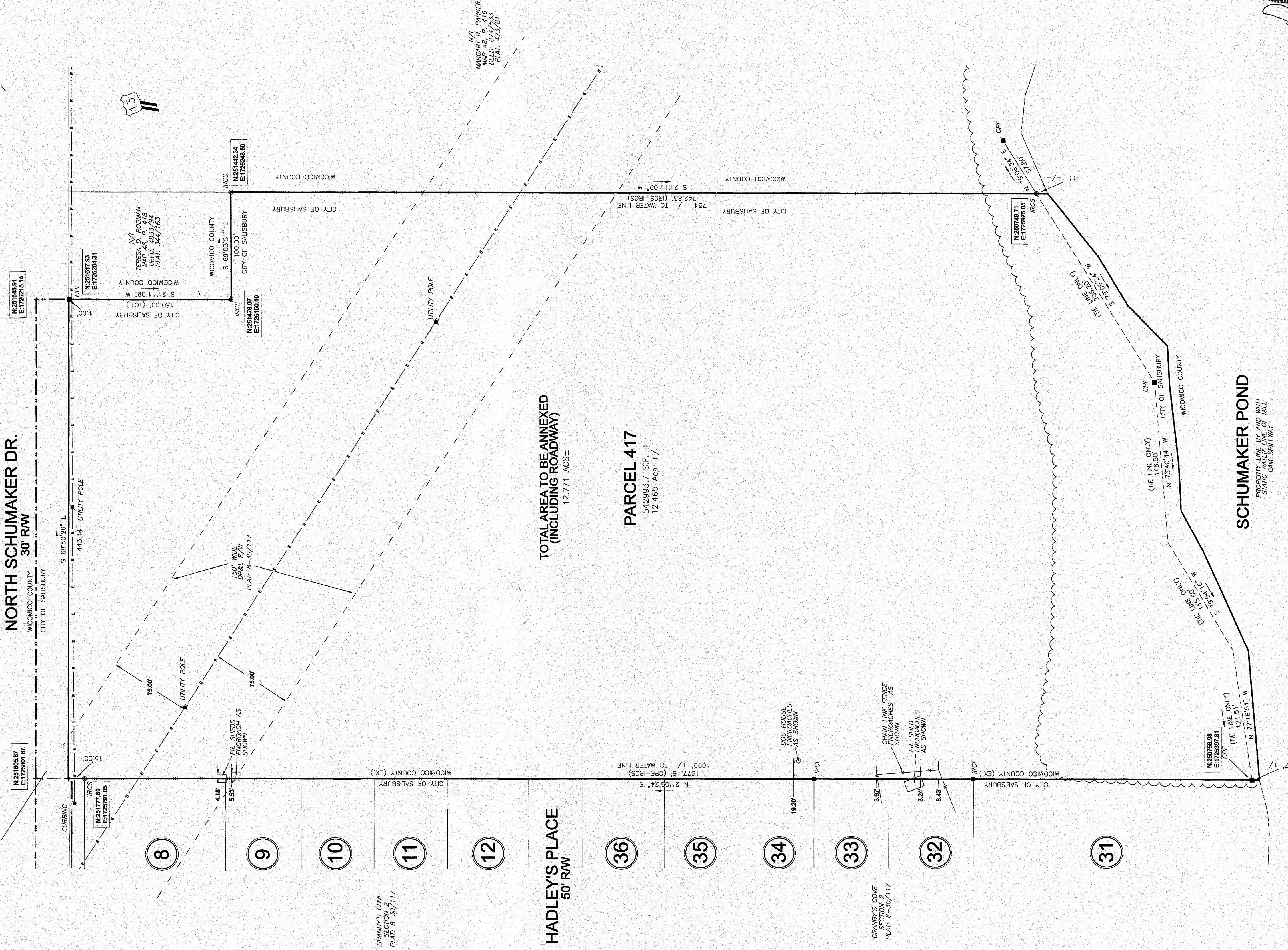
GENERAL NOTES

1. WICOMICO COUNTY TAX MAP 48, P. 417
2. ZONED: R-20 RESIDENTIAL
3. DEED REF: 5408216
4. PLAT REF: 47381
5. FIFTH ELECTION DISTRICT
6. FLOOD ZONE 'X' AND 'AE' AROUND POND

LEGEND

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

NORTH SCHUMAKER DR.  
30' RW



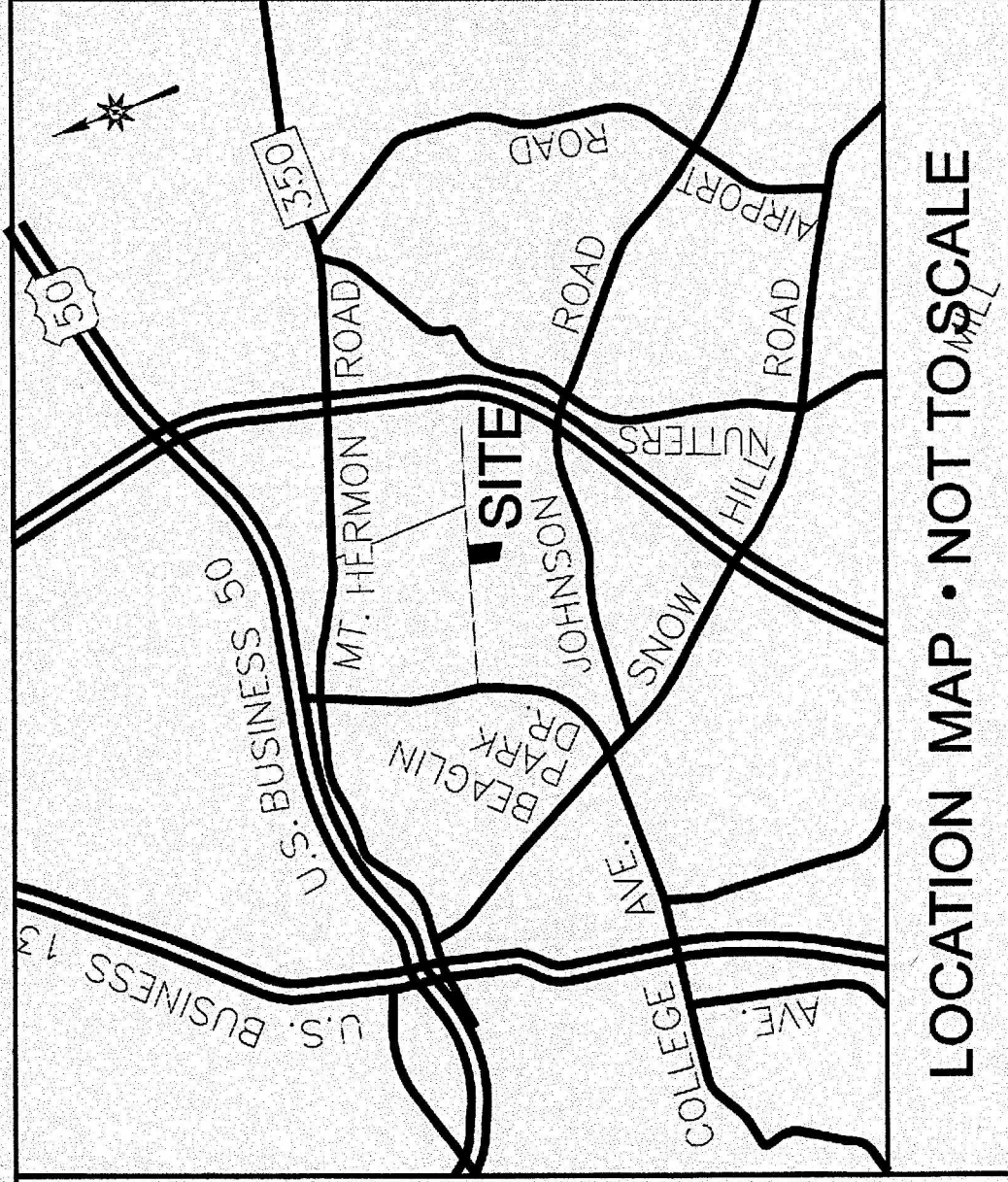
HADLEY'S PLACE  
50' RW

PARCEL 417  
542993.7 S.F. ±  
12.465 Acs ±/-

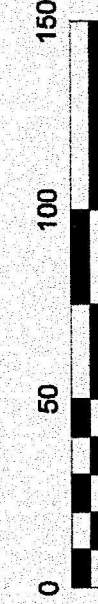
TOTAL AREA TO BE ANNEXED  
(INCLUDING ROADWAY)  
12.771 ACRES

SCHUMAKER POND

PROPERTY LINE OF AND WILL  
STATE WATER LINE OF WILL  
DAM SPILLWAY



LOCATION MAP • NOT TO SCALE



This plat is based on a current field survey.

No Title Report Furnished.

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

LANDS OF  
**NICHOLAS FENZEL**

ANNEXATION PLAT

SCALE	DATE	REVISION	BY	DATE	REVISION	BY	DATE	REVISION	BY
1" = 50'	4/17/2025	1	DAWN	4/17/2025	1	DAWN	4/17/2025	1	DAWN
1" = 50'	4/17/2025	1	DAWN	4/17/2025	1	DAWN	4/17/2025	1	DAWN
1" = 50'	4/17/2025	1	DAWN	4/17/2025	1	DAWN	4/17/2025	1	DAWN
1" = 50'	4/17/2025	1	DAWN	4/17/2025	1	DAWN	4/17/2025	1	DAWN
1" = 50'	4/17/2025	1	DAWN	4/17/2025	1	DAWN	4/17/2025	1	DAWN
1" = 50'	4/17/2025	1	DAWN	4/17/2025	1	DAWN	4/17/2025	1	DAWN
1" = 50'	4/17/2025	1	DAWN	4/17/2025	1	DAWN	4/17/2025	1	DAWN
1" = 50'	4/17/2025	1	DAWN	4/17/2025	1	DAWN	4/17/2025	1	DAWN
1" = 50'	4/17/2025	1	DAWN	4/17/2025	1	DAWN	4/17/2025	1	DAWN

DAVID ANDREW WILKINS, LLC, 4011166, EXPIRATION DATE 01-04-2026, CITIZEN PERSONALLY PREPARED THIS BOUNDARY SURVEY AND WAS IN RESPONSIBLE CHARGE. EVERY LINE PREPARED AND THE SURVEYING WORK REFLECTED IN IT, ALL IN ACCORDANCE WITH THE SURVEYING ACT, CHAPTER 13, SUBTITLE 13, CHAPTER 09, 13-06.

**WILKINS-NOBLE LLC**  
LAND SURVEYING  
11729 CHURCH ST.  
PRINCESS ANNE, MD 21853  
410-621-0321  
410-621-0325 (FAX)



# CITY OF SALISBURY

## PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 417

Map # 48

SIGNATURE (S)

Signature

Printed

Date

Signature

Printed

Date

Signature

Printed

Date

Signature

Printed

Date









ARCHITECTS  
ENGINEERS

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

SALISBURY  
BALTIMORE  
SEAFORD  
LEWES  
OCEAN VIEW

www.gmbnet.com

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

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

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

August 1, 2025

City of Salisbury  
Department of Infrastructure & Development  
125 N. Division Street, #202  
Salisbury, Maryland 21801

Attn: Zachary White

Re: N. Schumaker Drive Annexation  
Wicomico County, MD  
GMB # 240260

Dear Zachary,

Please accept this letter as a justification regarding the requested R-8A zoning for the annexation of the 12.465-acre parcel into the City of Salisbury limits. The parcel is located on North Schumaker Drive, directly adjacent to the Granby's Cove Subdivision and approximately 2,000 ft from the entrance of the Stone Gate Community. There are various zoning classifications currently included within this stretch of Schumaker Drive in the City of Salisbury limits, including R-5A, R-8, R-8A, and R-10. Within these zoning classifications, there are several different uses, including single-family residential, multi-family residential, and apartment.

As indicated in the review comments, this area is part of the City of Salisbury's Growth area and intended to be low-density residential. Chapter 11 of the 2010 City of Salisbury Comprehensive Plan defines the different types of land uses indicated throughout the comprehensive plan. Page 12 of this chapter defines low-density residential as 4-5 units per acre. While the requested R-8A zoning has an allowable density of 8 units per acre for townhomes, this site is unique in that it has an encumbrance in the form of a 150-foot Delmarva Power Right-of-Way, which limits the full development potential. The proposed concept plan provided with this submission includes 60 townhome units on the 12.465-acre parcel, which equates to a proposed density of 4.81 units per acre, in line with the low-density residential count.

The excerpt below is from the Low-Density Residential section of Chapter 11 of the Comprehensive Plan.

*"Within the future growth areas, the majority of land designated for Low-Density Residential uses are directed toward the periphery of the proposed growth areas to function as a transition area between the urbanized areas of the existing City and the less intensive growth areas of the County. These fringe areas are proposed to be developed at no less than four dwelling units per acre; include a variety/mix of housing styles; and clustering of development is to be encouraged in an effort to maintain open space."*

Due to the unique nature of this site related to the Delmarva Power Right-of-Way, the use of townhomes is essential to achieve development at no less than four dwelling units per acre as outlined in the above excerpt. Single-family lots with the required side yard setbacks would not be able to achieve the 4 units per acre density when accounting for the Delmarva Power Right-of-Way. In this case, the zoning request is a function of the allowable housing type within the zoning district rather than the maximum density. The R-8 zoning district, which is limited to single-family, has an allowable density of 5.45 units per acre. This is a higher density than what is proposed in this concept development plan.

One of the objectives outlined in the 2010 comprehensive plan is to *"support the expansion of affordable housing opportunities for first-time homebuyers."* Beginning in 2024, the city started the process of updating the comprehensive plan. The November 2024 survey performed asked respondents, "Which of the following are important to you for future housing needs?". The most popular answer was to increase housing opportunities for low-income, moderate-income, and fixed-income people. The requested zoning and use of townhomes would allow this site to fulfill these goals.

Thank you for your attention to this matter. Let me know if you have any questions or would like further information.

Sincerely,



Christopher J. Preifer  
Vice President/ Senior Project Manager



# City of Salisbury

August 22, 2025

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

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

Dear Mr.Pfeifer:

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

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

Sincerely,

Zack White  
Associate Planner



# City of Salisbury

## **Memo**

To: City Council  
From: Meg Caton, Human Resources and City Administration  
Date: November 14, 2025  
Subject: Labor Code Amendment

This ordinance presents proposed amendments to Chapter 2.25 of the Salisbury City Code (“Labor Code”) for the Council’s review. The updates aim to modernize the City’s labor provisions, clarify the collective bargaining process, and better align the ordinance with current operational needs. The proposal focuses on two key changes: adjusting the bargaining timeline and removing non-binding wage arbitration.

Attachment(s):  
[Ordinance to Amend Labor Code.docx](#)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SALISBURY AMENDING  
CHAPTER 2.25 OF THE SALISBURY CITY CODE ENTITLED  
“LABOR CODE” TO BETTER DEFINE MATERIAL TERMS,  
CLARIFY EMPLOYER RIGHTS, REDEFINE THE DURATION OF A  
COLLECTIVE BARGAINING AGREEMENT AND TIMELINE FOR  
BARGAINING, AND TO AMEND THE TERMS GOVERNING  
ARBITRATION.**

**WHEREAS**, by Ordinance No. 2817, the City of Salisbury amended the City Code to add Chapter 2.25, entitled “Labor Code,” in furtherance of Article XXIII of the City Charter, which grants certain employees the right to organize and bargain collectively through representative employee organizations; and

**WHEREAS**, the City’s Labor Code defines and establishes, *inter alia*, the scope and subjects of bargaining, including negotiable and non-negotiable items, or both; the rights of the employer and employee; the units appropriate and inappropriate for collective bargaining; unfair labor practices; permissible and impermissible union activities; and the scope and method of binding arbitration and the certain disputes to be submitted to binding arbitration; and

**WHEREAS**, since the passage of the City’s Labor Code in 2023, the City has recognized an exclusive representative for each of the representation units (fire, police, and general government); and

**WHEREAS**, the City negotiated with each of the exclusive representatives and entered into and ratified Collective Bargaining Agreements with each covering the time period from July 1, 2024 through June 30, 2026; and

**WHEREAS**, the City has learned from the negotiation process and realized the financial effect of the negotiation process on the City budget; and

**WHEREAS**, Mayor and Council desire to amend the Labor Code to respect both the rights of employees and employer, by better establishing a structured, transparent and fair negotiation process through better defining material terms in the Labor Code, clarifying employer rights, redefining the duration of a collective bargaining agreement and timeline for bargaining, and amending the terms governing arbitration; and

**WHEREAS**, Mayor and Council may amend Chapter 2.25 of the Salisbury City Code pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter; and

**WHEREAS**, the Mayor and Council have determined that the amendments to Chapter 2.25 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**, as follows:

**Section 1.** Chapter 2.25 of the Salisbury City Code, entitled “Labor Code,” is amended by adding the bolded and underlined language and removing the strikethrough text as follows:



50 **2.25.010 Title and Legislative Findings.**

51  
52 (a) *Title of Chapter.* This Chapter shall be referred to as the City's "Labor Code."

53  
54 (b) *Legislative findings.* It is the public policy of the City and the purpose of this Labor Code to  
55 promote a fair, harmonious, peaceful and cooperative relationship between the management of  
56 the City and those employees of the City who are covered by this Labor Code, and to ensure the  
57 public health, welfare and safety of the City will be maintained at all times.  
58

59  
60 **2.25.020 Definitions.**

61  
62 For the purposes of this Labor Code, the following words and phrases shall have the meanings  
63 respectively ascribed to them:  
64

65 (a) *Budget submission date.* "Budget submission date" means the date not later than 60 days before  
66 the end of the fiscal year on which the Mayor submits to the City Council the proposed City  
67 budget for the following fiscal year.  
68

69 (b) *City administration.* "City administration" means the Mayor, the City Administrator, Deputy City  
70 Administrator and all department and deputy department heads or their designees.  
71

72 (c) *Confidential employee.* "Confidential employee" means an employee who:  
73

- 74 1. Has access to confidential information, including budgetary and fiscal data, subject to use by  
75 the City administration in collective bargaining; or  
76  
77 2. Works in a close and continuing confidential relationship assisting or aiding the City  
78 administration.  
79

80 (d) *Employee.*

- 81  
82 1. "Employee" means a person employed by the City full-time or **regular** part-time, who is not  
83 a confidential employee or management employee as defined by this Labor Code.  
84  
85 2. "Employee" does not include any seasonal employees.  
86

87 (e) *Employee organization.*

- 88  
89 1. "Employee organization" means an association, labor organization, federation, council, or  
90 brotherhood, a purpose of which is to represent employees of a public employer in matters  
91 authorized by Article XXIII of the City's Charter and this Labor Code.  
92  
93 2. "Employee organization" does not include an association, labor organization, federation,  
94 council, or brotherhood, that discriminates with regard to the terms or conditions of  
95 membership because of race, color, creed, sex, age, national origin, political affiliation,  
96 religion, marital status, sexual orientation, gender identity, genetic information, disability, or  
97 any other protected class.  
98



99 (f) *Employer*. "Employer" means the City of Salisbury, Maryland body corporate.

100  
101 (g) *Exclusive representative*. "Exclusive representative" means an employee organization that is  
102 certified as the exclusive negotiating agent for employees within a representation unit.

103  
104 (h) *Impasse*. "Impasse" means the failure of the employer and the exclusive representative to reach  
105 a collective bargaining agreement despite good faith efforts to do so.

106  
107 (i) *Grievance*. "Grievance" is a complaint as defined by the City's Employee Handbook.

108  
109 (j) *Management employee*. "Management employee" means an employee who has a significant role  
110 in the preparation and administration of budgets for a City Department and may reasonably be  
111 required to assist directly in the preparation for and conduct of collective bargaining negotiations  
112 on behalf of the City administration or have a significant role in the administration of collective  
113 bargaining agreements. This includes having the authority to exercise independent judgement in  
114 the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, or  
115 discipline other employees, or having the responsibility to adjust their grievance, or effectively  
116 to recommend such action, if it is not of a routine or clerical nature but requires the use of  
117 independent judgement.

118  
119 For purposes of this Labor Code, an employee holding the rank of Captain or below within the  
120 Fire Department and rank of Lieutenant or below within the Police Department is not a  
121 "management employee."

122  
123 (k) *Collective bargaining agreement*. "Collective bargaining agreement" means a written collective  
124 bargaining agreement signed by the Mayor and the exclusive representative, covering all items  
125 agreed to by both parties and ratified by City Council.

126  
127 (l) *Representation unit*. "Representation unit" means a grouping of positions in the City recognized  
128 as appropriate for representation by an employee organization into a unit described under this  
129 Labor Code for the purpose of representation in negotiations.

130  
131 (m) *Third-party agency*. "Third-party agency" means an independent agency like the American  
132 Arbitration Association, Federal Mediation Conciliation Service, or JAMS, all of which offer  
133 panels of qualified labor arbitrators.

134  
135 (n) **Wages and Benefits**. "Wages and benefits" shall include base wages, salaries, bonuses,  
136 **stipends, differentials, longevity payments, any other form of compensation for services**  
137 **rendered, retirement benefits, paid leave of any type, and any other fringe benefits.**

138  
139  
140 **2.25.030 Director of Human Resources.**

141  
142 (a) *General*. The Director of Human Resources shall carry out certain duties and functions of this  
143 Labor Code and, to ensure impartiality, shall refer certain duties and functions to a third-party  
144 agency, including supervising the conduct of representation elections and granting or revoking  
145 certification of employee organizations as the exclusive representative.

- (b) *Authority.* The Director of Human Resources shall be charged with the administration of the Labor Code and is authorized and empowered to make any rules and regulations as may be necessary or proper to put into operation and effect the provisions of this Labor Code.

#### **2.25.040 Management and Confidential Employees.**

- (a) *Exclusion from collective bargaining.* All management and confidential employees are excluded from participation in a representation unit, and thus prohibited from engagement in collective bargaining.
- (b) *Authority to meet with the City administration.* Nothing in this Labor Code may be construed to preclude management and confidential employees from meeting and conferring with the City administration.

#### **2.25.050 Representation Units.**

- (a) *Exception.* This section does not apply to confidential or management employees.
- (b) *In general.* Employees who are not confidential or management employees shall constitute the following separate representation units:
1. Fire;
  2. Police; or
  3. General Government.

#### **2.25.060 Employee rights.**

- (a) Employees shall have the right of self-organization; to form, join, or assist employee organizations; and to bargain collectively through representatives of their own choosing as provided by Article XXIII of the Charter and this Labor Code. Employees shall also have the right to refrain from any or all such activities.
- (b) Employees shall be free from retaliation for the exercise of any rights set forth herein, or for participating in any proceeding established pursuant to this Labor Code.
- (c) Nothing in this Labor Code shall prohibit an employee from presenting, discussing or resolving any concern or dispute directly with the employer and without the intervention of the exclusive representative, provided any adjustment or resolution shall not be inconsistent with the terms of any applicable collective bargaining agreement.

#### **2.25.070 Employer rights.**

- (a) The employer shall have the following rights:

1. To determine the budget of the City, including all financial obligations and expenditures, and to exercise its taxing authority;
2. **To determine the budget for expenditures attributable to increases, if any, in wages and benefits for employees covered by this Labor Code;**
3. To determine the ways and means to allocate funds to its various departments and projects;
4. To exercise control and discretion over its organization and operations;
5. To determine how and when to deploy its personnel;
6. To establish, suspend, relocate or discontinue operations, facilities, stations, or services and to reduce personnel;
7. To determine the way personnel will be used to ensure public safety;
8. To adopt reasonable rules, regulations and general orders pertaining to the City's purpose, operation, techniques, efficiency and management which are not inconsistent with the terms of the collective bargaining agreement;
9. To determine staffing, including, but not limited to, the use of full and part-time employees and the number of such employees;
10. To suspend, demote, discharge or take disciplinary action against employees for just cause, and, in the case of sworn police officers, to do so subject to the provisions of the Maryland Police Accountability Act; and
11. To discharge employees it reasonably believes to be involved in a strike, and, in the case of sworn police officers, to do so subject to the provisions of the Maryland Police Accountability Act.

- (b) The employer shall not enter into or become bound by any collective bargaining agreement **or impasse arbitration award** pursuant to this Labor Code that contains terms that infringe upon or limit the rights set forth in this Labor Code or otherwise provided by law.

## **2.25.080 Collective bargaining.**

- (a) *Bargaining in good faith.* Upon certification of an employee organization as the exclusive representative, the employer and the exclusive representative shall have the duty, through their designated representatives, to negotiate collectively and in good faith with respect to the subjects of bargaining enumerated in this Labor Code and to reduce to writing the matters agreed upon as a result of such negotiations.

242  
243 (b) *Negotiations deferred.*  
244

- 245 1. If an employee organization is certified after March 1 of any fiscal year, negotiations  
246 shall be deferred until the appropriate time in the budget preparation process in the  
247 following fiscal year.  
248

249 (c) *Employer/employee organization representative.*  
250

- 251 1. The employer shall appoint the employer's representative or representatives for the  
252 purpose of conducting any bargaining with the exclusive representative of a  
253 representation unit.  
254  
255 2. The exclusive representative of a representation unit shall appoint a representative or  
256 representatives for the purpose of conducting any bargaining with the employer.  
257

258 (d) *Subjects of bargaining.* The employer and exclusive representative may bargain  
259 collectively and reach agreement on the following subjects of bargaining:  
260

- 261 1. Wages;  
262  
263 2. Hours; and  
264  
265 3. Other terms and conditions of employment, but excluding health insurance benefits.  
266

267 (e) *Scope of bargaining.* The employer and the exclusive representative shall not be required  
268 to bargain any subject that is not specifically enumerated in this section or that infringes  
269 upon any of the employer rights enumerated in this Labor Code.  
270

271 (f) *Duration of collective bargaining agreement.* The employer shall not enter into, or be  
272 bound by, any collective bargaining agreement that is in effective for ~~less than two years~~  
273 ~~or~~ longer than three years.  
274  
275

276 **2.25.090 Representation.**  
277

278 (a) *Certification of representative.* No collective bargaining agreement shall be valid or  
279 enforceable unless it is between the employer and an employee organization that is certified  
280 as the exclusive bargaining representative for employees in the bargaining unit.  
281

282 (b) *Majority of employees.* Certification of an employee organization shall only occur if the  
283 employee organization has been selected or designated by a majority of employees in the  
284 bargaining unit.  
285

286 (c) *Procedure.*  
287

1. *Certification election.* An employee organization seeking exclusive representative status for employees in the representation unit shall file a petition with the Director of Human Resources accompanied by evidence that at least thirty (30) percent of the employees in the representation unit have designated the employee organization as their exclusive representative. Within thirty (30) days of filing a petition for certification, the Director of Human Resources shall retain a third party agency to conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those employees voting in the election designate the petitioning employee organization as their exclusive representative, then the thirty-party agency shall certify the employee organization as the exclusive representative and the Director of Human Resources shall authorize the employer to bargain collectively as provided for in this Chapter.
2. *Voluntary recognition.* In the event a petition filed by an employee organization is accompanied by valid evidence that more than fifty (50) percent of the employees in the representation unit have designated the employee organization as their exclusive representative for purposes of collective bargaining, as determined by the Federal Mediation and Conciliation Service or a like third-party agency pursuant to its rules, the Director of Human Resources shall voluntarily recognize the employee organization without first conducting a certification election. Upon voluntary recognition pursuant to this section, the Director of Human Resources shall certify the employee organization as the exclusive representative and shall authorize the employer to bargain collectively as provided for in this Chapter.
3. *Decertification election.* Any employee seeking to terminate the certification of an employee organization as the exclusive representative of employees in the representation unit may file a petition with the Director of Human Resources accompanied by evidence that at least thirty (30) percent of the employees in the representation unit have expressed their desire to remove the employee organization as their exclusive representative. Within thirty (30) days of the filing of a petition for decertification, the Director of Human Resources shall retain a third party to conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those employees in the representation unit no longer wish to have the employee organization as their exclusive representative, then the third-party agency shall decertify the employee organization as the exclusive representative of the employees in the petitioned-for unit. The decertification of an employee organization does not void or moot any agreement currently then in effect.
4. No election under this section may be conducted more frequently than once every twenty-four (24) months.

#### **2.25.100 Unfair labor practices.**

- (a) *Employer unfair labor practices.* It shall be an unfair labor practice for the employer to engage in the following conduct:

1. Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this Labor Code;
2. Encourage or discourage membership in any employee organization;
3. Fail or refuse to negotiate in good faith with an exclusive representative;
4. Retaliate against an employee because of that employee's exercise of rights guaranteed under this Labor Code; or
5. Control or dominate an employee organization or contribute financial or other support to it.

(b) *Employee organization unfair labor practices.* It shall be an unfair labor practice for an employee organization by and through its officers, agents and representatives to engage in the following conduct:

1. Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this Labor Code;
2. Induce the employer or its representatives to commit any unfair labor practice;
3. Directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike;
4. Fail or refuse to negotiate in good faith with the employer; or
5. Retaliate against an employee because of that employee's exercise of rights guaranteed under this Labor Code.

## **2.25.110 Checkoff.**

(a) *Dues checkoff.* When an employee organization has been certified as the exclusive representative of the employees in the bargaining unit, it shall be the only employee organization eligible to obtain an agreement from the employer to deduct dues or service fees of the employee organization from the pay of those employees in the unit who provide a written, signed and dated authorization, and to remit said dues to the employee organization without cost. All authorizations shall be in effect for one (1) year and shall be automatically renewable from year to year unless written notice of termination by the employee is received by the Director of Human Resources. An employee may terminate an authorization at any time by giving thirty-days written notice to the Director of Human Resources.

(b) *Indemnification.* The employer shall not have the authority to enter into a collective bargaining agreement that authorizes the deduction of dues from pay unless the agreement

contains a provision whereby the employee organization agrees to indemnify the employer for any and all claims arising out of the deduction of dues and/or fees pursuant to this section.

- (c) *No compulsory union membership.* No agreement between the employer and an employee organization shall compel any employee to become and remain a member of the employee organization and/or pay dues.

#### **2.25.120 Permissible union activities.**

Solicitation of members and dues may be conducted during work hours provided it is not disruptive to work. Employer-requested or approved consultations and meetings between the employer and representatives of the exclusive representative shall, whenever practicable, be conducted on official time. Negotiations between the employer and representatives of the exclusive representative for the purpose of negotiating a collective bargaining agreement shall be conducted during work hours.

#### **2.25.130 Work actions prohibited.**

- (a) *Definitions.* In this section, the following words have the meanings indicated.

1. "Lockout" means the temporary withholding of work, by means of shutting down an operation or function in order to bring pressure on employees or on their representatives to accept a change in compensation or rights, privileges, obligations, or other terms and conditions of employment.
2. "Strike" means the refusal or failure by an employee or group of employees to perform their duties of employment as assigned if a purpose of the refusal or failure is to induce, force, or require the City to act or refrain from acting with regard to any matter.
3. "Work stoppage" means: (i) The willful absence of a group of employees from their positions; (ii) The engaging in a slow-down by employees; or (iii) The refusal of employees to perform job duties.

- (b) *In general.* Strikes, work stoppages, and lockouts are prohibited.

- (c) *Prohibited employee actions.* Employees and employee organizations may not engage in, sponsor, initiate, support, direct, or condone a strike or work stoppage.

- (d) *Penalty for violation – Employee organization.* If an employee organization violates this section, the City Administrator shall submit the matter to arbitration for the arbitrator to determine the penalty, which can include revoking the employee organization's designation as exclusive representative or disqualifying the employee organization from participating in representation elections for a period of up to two years.

(e) *Penalty for violation - Employee.* An employee who violates this section is subject to immediate disciplinary action, which may include termination of employment.

(f) *Lockouts prohibited.* The City may not direct a lockout against employees.

#### **2.25.140 Timeline of collective bargaining and impasse.**

(a) *Timeline.* Regardless of the date upon which certification is issued to the employee organization, negotiations shall be held between ~~October 1~~ **January 15** and ~~January~~ **March 15**. Any collective bargaining agreement reached as a result of any such negotiations shall be presented to the City Council for ratification no later than ~~April~~ **May** 15 and, if ratified by Council, shall become effective July 1.

(b) *Impasse procedure.* If no understanding has been reached between the employer and exclusive representative by ~~January~~ **March** 15, it shall be deemed that an impasse has been reached, at which time the matters in dispute may be submitted to arbitration and the parties shall follow the arbitration procedures set forth in this Chapter.

#### **2.25.150 Arbitration.**

(a) *Matters subject to arbitration.* The employer, exclusive representative, or employee may submit to arbitration any alleged unfair labor practice, dispute regarding the application or interpretation of a collective bargaining agreement, or an impasse. **In any impasse arbitration, the arbitrator shall not have the authority to issue an award that would exceed the Mayor's budgeted expenditures for increases in wage and benefit costs.**

(b) *Matters not subject to arbitration.* No grievance as defined by the City Employee Handbook shall be submitted to arbitration. Rather, all grievances shall follow the procedures set forth in the City's Employee Handbook, although an employee within a representation unit may elect to have representation from his/her exclusive representative at all steps in the grievance process.

(c) *Mediation.* Before any dispute subject to arbitration proceeds to arbitration, the parties may mutually agree to first submit the dispute to mediation.

(d) *Arbitrator selection.* The arbitrator shall be chosen by mutual agreement of the parties. If the parties are unable to agree, the parties, shall ask the American Arbitration Association, Federal Mediation Conciliation Service, or JAMS to provide a list of ~~five~~ **seven** arbitrators from ~~Maryland~~ **the mid-Atlantic region, who are members of the National Academy of Arbitrators** ~~who are familiar with public labor issues~~. Within seven days after receipt of the list, the parties shall alternately strike names and keep track of the order of the strikes. The party striking first shall be agreed to or determined by a coin toss. The last arbitrator remaining shall be arbitrator for that fiscal year.



471  
472 (e) *Powers and duties of arbitrator.* The arbitrator may:

- 473  
474 1. Convene and adjourn a hearing;  
475  
476 2. Administer oaths;  
477  
478 3. Call and examine witnesses;  
479  
480 4. Issue subpoenas to compel the presence of witnesses and the production of documents;  
481  
482 5. Hear the evidence; and  
483  
484 6. Issue a final and binding decision.  
485

486 (f) *Hearings.* Arbitration hearings shall be conducted in Salisbury, Maryland unless otherwise  
487 agreed in writing by the parties. The arbitrator shall designate a time and place for the  
488 hearing and notify the parties not less than 20 days before the hearing.  
489

490 (g) *Rights at hearing.* At the arbitration hearing, each party has the right to be heard, to present  
491 evidence material to the controversy, and to examine and cross-examine witnesses.  
492 Arbitrators are not bound by the technical rules of evidence.  
493

494 (h) *Time Limits.* Unless otherwise agreed by the parties, each party has up to eight hours to  
495 present its/his/her case to the arbitrator so that the arbitration shall conclude within two  
496 days.  
497

498 (i) *Written decision.* The arbitrator shall make findings of fact and shall issue a written  
499 decision within 30 days after declaring the record closed, **except in an impasse**  
500 **arbitration the written decision shall be issued no later than May 15**, unless the parties  
501 otherwise agree in writing. **The arbitrator may not award an increase in wages and**  
502 **benefits that exceeds the increase in wage and benefit expenditures, if any, included**  
503 **in the Mayor's budget.**  
504

505 (j) *Consideration of pertinent factors by arbitrator in an impasse arbitration.* In making  
506 findings, the arbitrator shall take into consideration all pertinent factors, including, but not  
507 limited to:

- 508  
509 1. Wages and all other benefits of employment of other similarly situated local  
510 government employees;  
511  
512 2. The value of all benefits available to or received by City employees as compared with  
513 private sector employees on the Delmarva Peninsula;  
514  
515 3. Cost-of-living information;  
516

4. The availability of funds, as established by the Mayor's budget, for increased expenditures, if any, attributable to wages and benefits; and

5. Any agreement reached between the employer and any other City representation unit.

(k) *Costs shared*. Each party shall bear its own expenses in connection with the arbitration proceedings. The parties shall share equally the fees and expenses of the arbitrator.

#### **2.25.160 Review of collective bargaining agreement.**

The City Council shall vote on the ratification of any collective bargaining agreement or impasse arbitration award. Prior to voting on the ratification of any collective bargaining agreement or impasse arbitration award, the Director of Finance shall submit to the City Council a fiscal impact note addressing, at a minimum, the annual cost of the contract or award to the City, the increase or decrease in costs compared to the current or preceding contract, and how the costs of the agreement or award are to be funded.

**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 \_\_\_\_\_, 2025 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 \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_  
**Julie A. English, City Clerk**

\_\_\_\_\_  
**Angela Blake, Interim City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Randolph J. Taylor, Mayor**