



CITY OF SALISBURY

125 N. Division Street, Salisbury, MD 21801

WORK SESSION

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

Monday, April 13, 2026 7:00 PM

APRIL R. JACKSON
Council President

SHARON C. DASHIELL
Council Vice President

ANGELA M. BLAKE
Councilwoman

MICHELE R. GREGORY
Councilwoman

MELISSA D. HOLLAND
Councilwoman

CALL TO ORDER

RESOLUTION

- North Schumaker Dr. Annexation

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

- Resolution to Amend SC7-25

Charter Amendment Resolution to amend §SC7-25 of the charter of the City of Salisbury to change the signatures and authorizations requirements for disbursements.

- Resolution to Repeal SC23

Charter Amendment Resolution to amend Article XXIII of the Charter authorizing collective bargaining by repealing Article XXIII in its entirety and abrogating all collective bargaining rights.

ORDINANCE

- Removal of Timing Restrictions on Political Signs

Ordinance amending Chapter 17 of the Salisbury City Code, entitled "17.216.050 - Signs Which May Be Erected In any District" to remove the time restrictions on the display political signs.

- Large Family Child Care Homes

Ordinance amending Title 17 of the Salisbury City Code to add a definition of a "large family child care home" and to designate the zoning districts in which the various types of child care homes can be established.

- Weather Emergency Funding for the zoo

Ordinance approving a budget amendment to appropriate \$22,723.60 to the Salisbury Zoo's operating budget to cover unexpected costs and expensed caused by the February 2026 winter storm.

- Surplus Budget Amendment

Ordinance approving a budget amendment of the FY2026 General Fund Budget to appropriate \$15,881.00 to the Field Operations operating budget after the city received \$15,881.00 in proceeds generated from the auction sale of surplus vehicles and equipment.

- Post Puller Budget Amendment

Ordinance approving a budget amendment of the FY2026 General Fund Budget to appropriate \$7,198.00 to the Field Operations' operating budget following receipt of insurance proceeds for a damaged traffic unit post puller.

PUBLIC COMMENT (4 minutes)

ADMINISTRATION COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

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

Memo

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

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

Attachment(s):

[RESOLUTION NO.docx](#)
[Exhibit 1 Annexation Petition.pdf](#)
[Exhibit 2 Legal description.pdf](#)
[Exhibit 3 - Annexation Plat.pdf](#)
[Exhibit 4 25 percent certification.pdf](#)
[Exhibit 5 Concept development plan.pdf](#)
[Exhibit 6 - ANNEXATION AGREEMENT.final \(1\) - Copy.pdf](#)
[Exhibit 7 - ANNEXATION PLAN final - Copy.pdf](#)
[N. Schumaker Dr. - Narrative \(1\).pdf](#)
[Planning Commission Staff Report & Decision Letter - N. Schumaker Annexation.pdf](#)

RESOLUTION NO. ____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

publication as specified hereinabove.

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

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

Section 8. It is further the intention of the 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 9. The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 9.

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

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

Julie English,
City Clerk

April Jackson,
Council President

APPROVED BY ME this _____ day of _____, 2026.

Randolph J. Taylor,
Mayor

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

Parcel(s) # 417

Map # 48

SIGNATURE (S)

Signature



Printed

Bryan Lloyd

5/20/25
Date

Signature

Date

Printed

Signature

Date

Printed

Signature

Date

Printed

NORTH SCHUMAKER DRIVE – NICHOLAS FENZEL PROPERTY

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

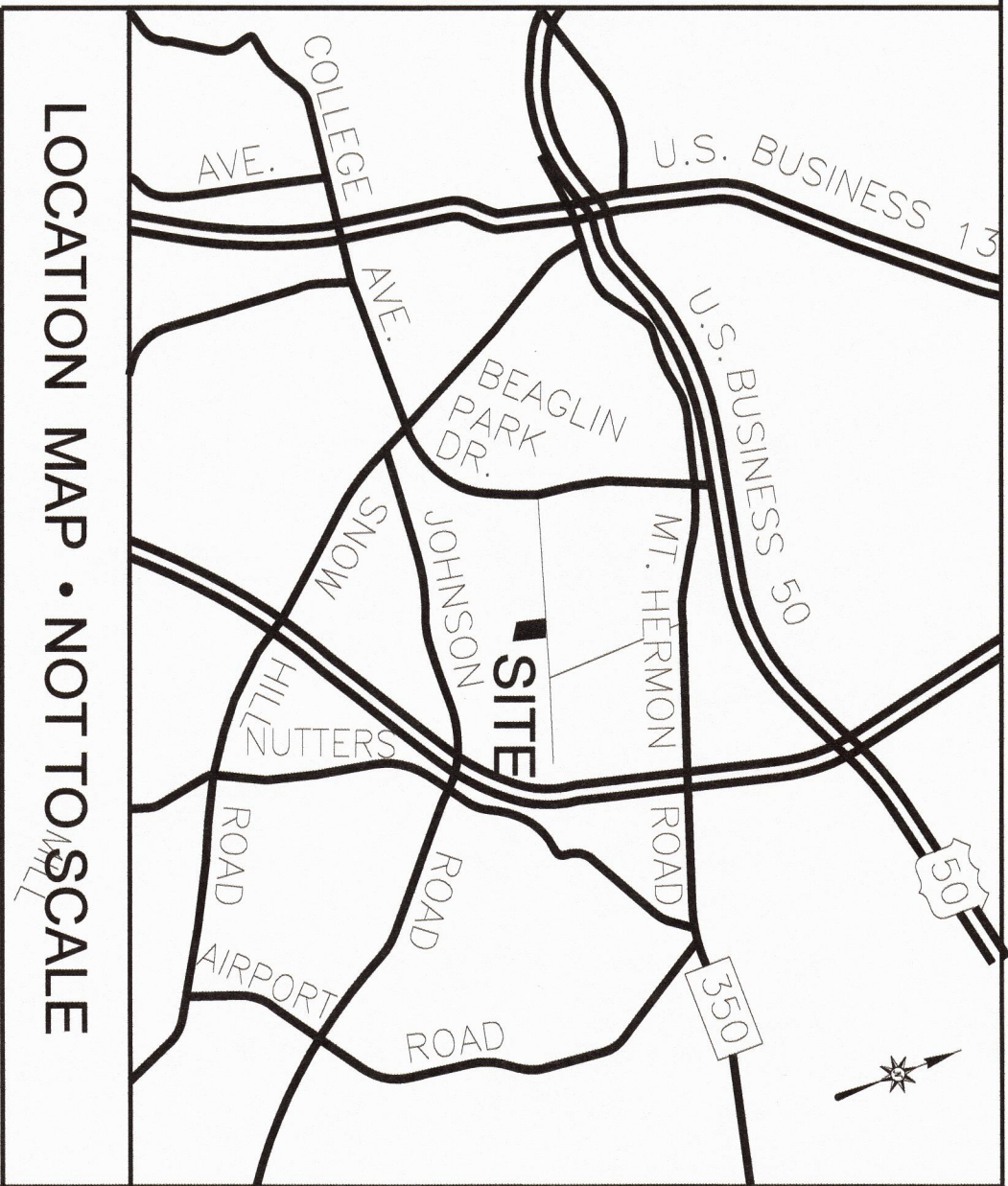
Annexation containing 12.870 acres, more or less.

GENERAL NOTES

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

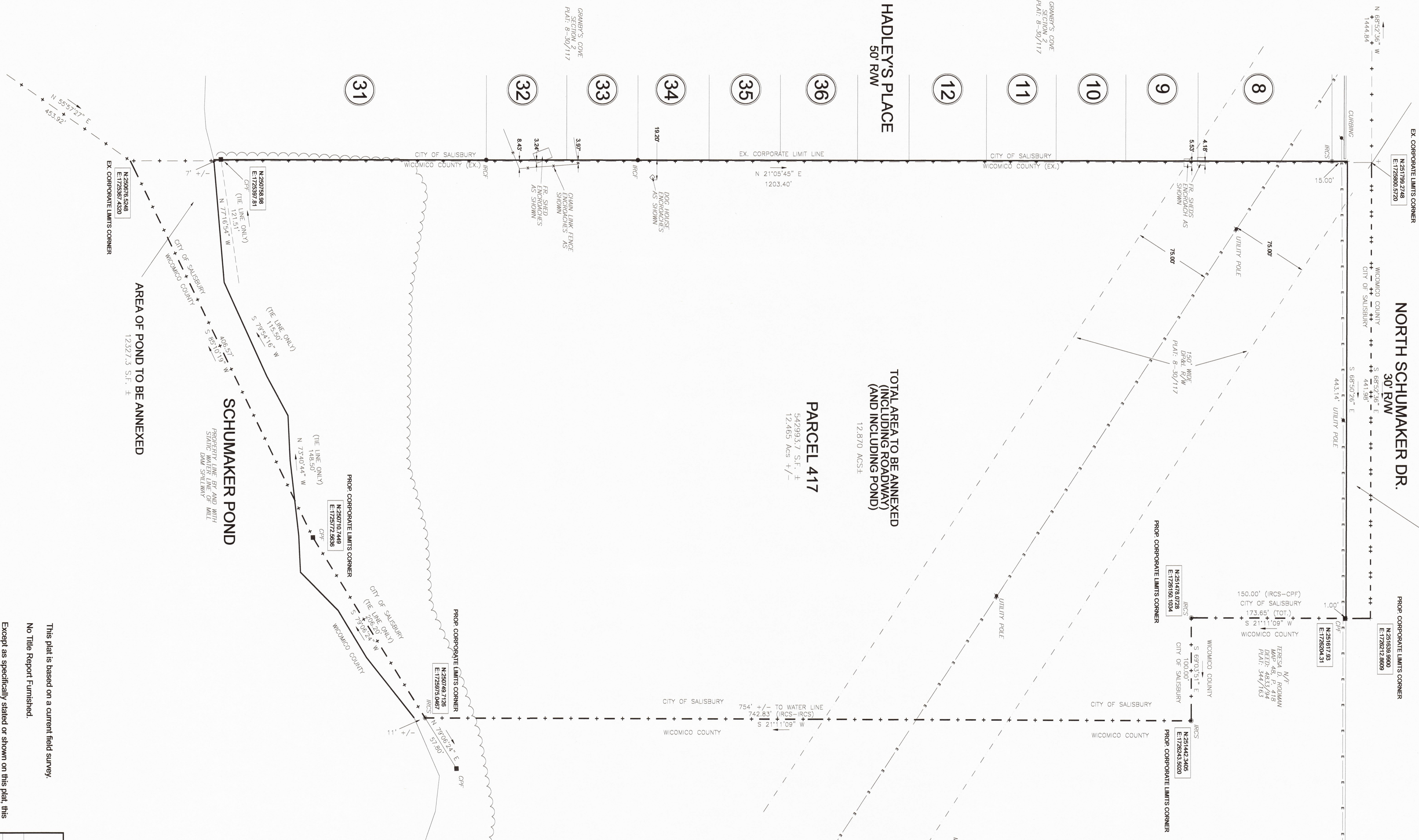
LEGEND

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



AREA OF ROADWAY TO BE ANNEXED
10392.3 S.F. ±

NORTH SCHUMAKER DR.
30' RW



LANDS OF
NICHOLAS FENZEL
ANNEXATION PLAT

SCALE	1" = 50'	SURVEYED	DAW	JOB NO.	147 SCHUMAKER
DATE	4/1/2025	DRAWN	DAW	FIELD BOOK X	PAGE X
REVISED	7/24/2025	LOAD FILE	147	SHEET 1	OF 1

WILKINS-NOBLE LLC
LAND SURVEYING
11729 CHURCH ST.
PRINCESS ANNE, MD 21853
410-621-0321
410-621-0320 (FAX)

DAVID ANDREW WILKINS, LLC, #21186, EXPIRATION DATE OF 01-04-2026, EITHER PERSONALLY PREPARED THIS BOUNDARY SURVEY OR WAS IN RESPONSIBLE CHARGE OF THE SURVEY. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09, 13.06.

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.



CERTIFICATION

NORTH SCHUMAKER DRIVE – NICHOLAS FENZEL ANNEXATION

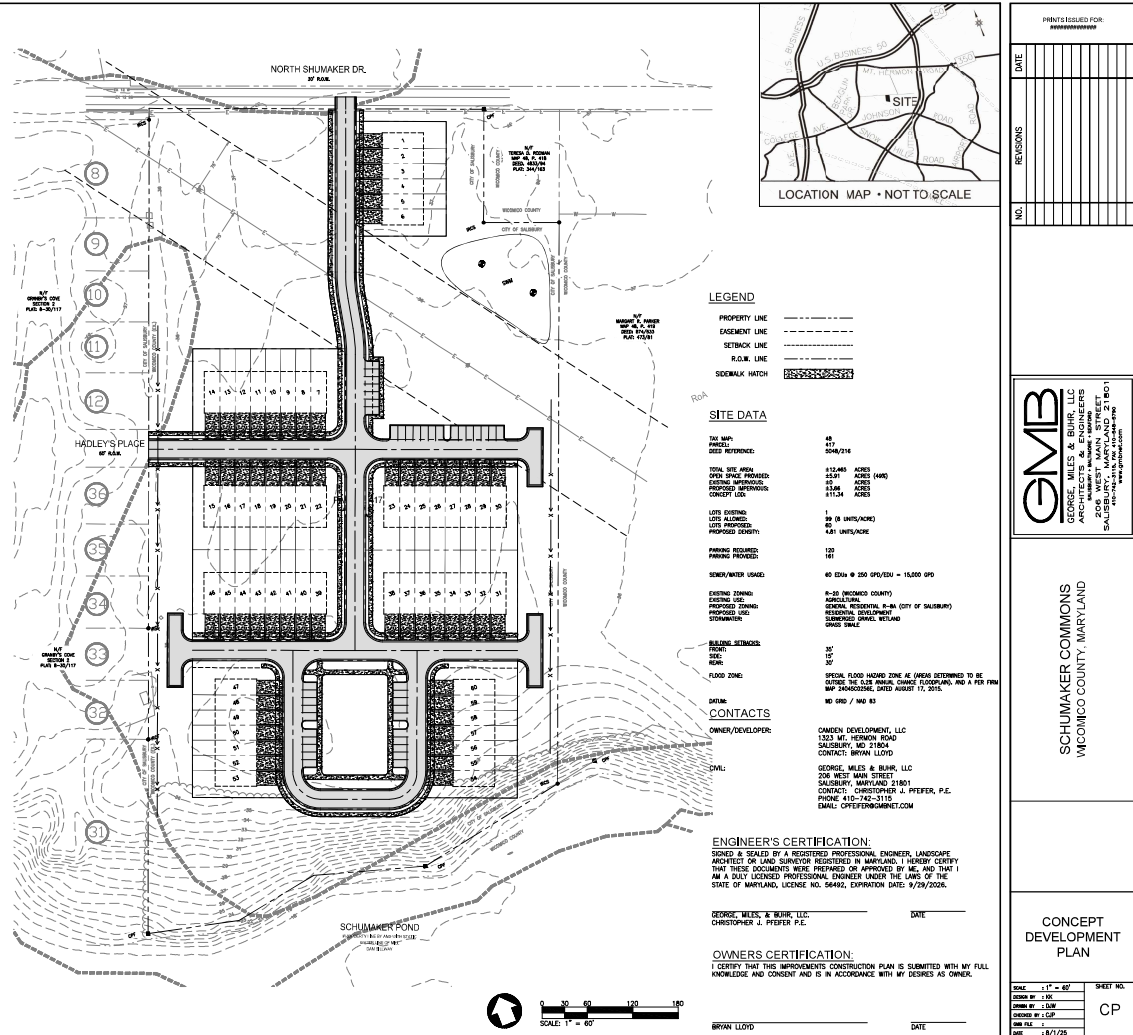
This is to certify that I have verified the petitions for the annexation and that to the best of my knowledge the persons having signed the petition represent at least 25% of the registered voters residing in the area to be annexed and are the owners of at least 25% of the assessed valuation of real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

Leslie C. Sherrill
Surveyor

Date: 8/20/2025

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

Exhibit 5



NORTH SCHUMAKER DRIVE ANNEXATION

ANNEXATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Effective Date.

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

2. Warranties & Representations of the City.

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

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

3. Warranties & Representations of Petitioner.

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

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

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

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

5. Municipal Zoning.

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

6. Municipal Services.

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

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

7. Standards & Criteria.

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

8. City Boundary Markers.

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

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

9. Development Considerations.

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

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

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

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

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

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

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

(f) Public Utility Improvements & Extensions.

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

10. Record Plat.

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

11. Notices.

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

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

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

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

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

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

12. Future Uses of Annexation Property.

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST/WITNESS:

“PETITIONER”:

CAMDEN DEVELOPMENT, LLC

By: _____ (Seal)
_____, Authorized Representative

THE “CITY”:

CITY OF SALISBURY, MARYLAND

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

CERTIFICATION BY ATTORNEY

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

LAURA E. RYAN, ESQUIRE

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

March 10, 2026

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

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

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

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

1.0. GENERAL INFORMATION AND DESCRIPTION OF PROPERTY.

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

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

1.3. Property Description; Reason for the Annexation Petition.

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

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

2.0. LAND USE PATTERN PROPOSED FOR THE PROPERTY.

2.1. Comprehensive Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

■■■■
**ARCHITECTS
ENGINEERS**

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

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BALTIMORE
SEAFORD
LEWES
OCEAN VIEW

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■■■■

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

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

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

May 16, 2025

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

Attn: Mr. Zack White
Associate Planner I

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

Dear Mr. White:

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

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

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

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

Sincerely,



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



City of Salisbury

August 22, 2025

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

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

Dear Mr.Pfeifer:

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

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

Sincerely,

Zack White
Associate Planner



Infrastructure and Development Staff Report

August 21, 2025

I. BACKGROUND INFORMATION:

Project Name: North Schumaker Drive

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

Nature of Request: Zoning Recommendation for Annexation

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

Existing County Zoning: R-20 Residential

II. SUMMARY OF REQUEST:

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

III. ZONING ANALYSIS:

A. Zoning for Annexed Areas

1. Introduction

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

2. Adopted Plans

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

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

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

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

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

3. Maryland Law

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

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

B. Existing Zoning:

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

C. City Growth Area

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

IV. DEVELOPMENT SCENARIO

A. Proposed Use:

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

B. Access:

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

C. Configuration and Design:

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

D. Estimated Development Impacts

The development will increase housing supply in the area.

V. ZONING RECOMMENDATION:

Introduction:

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

Zoning Proposal:

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

Staff Review

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

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

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

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

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

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

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

Recommendation

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



City of Salisbury

Memo

To: City Council
From: Nick Rice, City Administrator
Date: April 8, 2026
Subject: Resolution to Amend SC7-25

The attached resolution proposes an amendment to the City Charter to update the signature and authorization requirements for City disbursements. The purpose of this amendment is to modernize and streamline the City's disbursement authorization process by aligning it with generally accepted municipal best practices. Specifically, the proposed change removes the City Council President and Vice President from routine operational disbursement authorizations and instead authorizes the City Administrator or Deputy City Administrator (or their designee), in combination with Finance leadership, to approve disbursements.

Attachment(s):
[Resolution_to_Amend_SC7-25](#)

1 **CHARTER AMENDMENT RESOLUTION NO. _____**
2

3 **A RESOLUTION TO AMEND §SC7-25 OF THE CHARTER OF THE CITY**
4 **OF SALISBURY TO CHANGE THE SIGNATURES AND**
5 **AUTHORIZATIONS REQUIREMENTS FOR DISBURSEMENTS.**
6

7 **WHEREAS**, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 4-301 *et seq.*, as amended, and § SC21-2 of the Charter to amend the Charter, 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; and
11

12
13 **WHEREAS**, by Charter Amendment Resolution No. 2026-01, the Mayor and Council found that amendments to § SC 7-25 of the Charter, as set forth below, were desirable to update the Charter to allow for the City Administrator or Deputy City Administrator or their designee to sign or authorize disbursements in lieu of the City Council President and/or Vice President to conform with best practices; and
18

19 **WHEREAS**, Charter Amendment Resolution No. 2026-1 was adopted on March 2, 2026 to amend Section SC7-25 of the Charter; and
21

22 **WHEREAS**, due to a procedural defect in a publication relating to Charter Amendment Resolution No. 2026-1, the Mayor and Council have been advised to treat the same as invalid and to take the necessary steps to adopt a new Charter Amendment Resolution providing for the intended amendments to Charter Section SC7-25 that were provided for in Charter Amendment Resolution No. 2026-1.
27

28 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
29 **SALISBURY** by virtue of the authority granted in Article XI-E of the Maryland Declaration of Rights, §§ 4-301 *et seq.* of the Local Government Article of the Code of Maryland, and Article XXI of the City Charter as follows:
32

33 **Section 1.** It is proposed and recommended that § SC7-25 be amended to repeal the double
34 bracketed bolded language and add the underscored and italicized language:

35 §SC7-25. – Signatures or authorizations required for disbursements.

36 All disbursements of any kind whatsoever, including, but not limited to,
37 checks, electronic transfers, ACH debits, etc., shall be signed or authorized by two
38 individuals, one of whom shall be either the **[[President or the Vice-President of**
39 **the Council]]** City Administrator or Deputy City Administrator, or their designee,
40 and the other of whom shall be either the Director of Finance, the Assistant Director

of Finance Operations, or the Assistant Director of Finance Accounting, except that:

- A. All disbursements from the payroll account and for payroll-related items shall be signed or authorized by one of the following individuals: the Director of Finance, the Assistant Director of Finance Operations, the Assistant Director of Finance Accounting, the City Administrator, or the Deputy City Administrator **[[the President of the Council, or the Vice-President of the Council]]**; and
- B. All disbursements relating to the purchasing of investments or debt payments of principal or interest investments or bond issues shall be signed or authorized by any two of the following individuals: the City Administrator, the Deputy City Administrator**[[the President of the Council, the Vice-President of the Council]]**, the Director of Finance or the Assistant Director of Finance Operations, or the Assistant Director of Finance Accounting.

Section 2. With the aforementioned proposed Charter amendment, § SC7-25 of the Charter would read:

All disbursements of any kind whatsoever, including, but not limited to, checks, electronic transfers, ACH debits, etc., shall be signed or authorized by two individuals, one of whom shall be either the City Administrator or Deputy City Administrator, or their designee, and the other of whom shall be either the Director of Finance, the Assistant Director of Finance Operations, or the Assistant Director of Finance Accounting, except that:

- A. All disbursements from the payroll account and for payroll-related items shall be signed or authorized by one of the following individuals: the Director of Finance, the Assistant Director of Finance Operations, the Assistant Director of Finance Accounting, the City Administrator, or the Deputy City Administrator; and
- B. All disbursements relating to the purchasing of investments or debt payments of principal or interest investments or bond issues shall be signed or authorized by any two of the following individuals: the City Administrator, the Deputy City Administrator, the Director of Finance or the Assistant Director of Finance Operations, or the Assistant Director of Finance Accounting.

Section 3. Pursuant to MD Code, Local Government, § 4-304, a public hearing on this Resolution, providing for the amendment of the City of Salisbury's Charter as set forth herein, shall be and hereby is scheduled for _____ at 6:00 p.m.

Section 4. Pursuant to the City of Salisbury’s Charter § SC21-2 and MD Code, Local Government, § 4-304, the City shall post a complete and exact copy of this Charter Amendment at the City Government Building for at least forty (40) days after the passage of this Resolution and advertise a fair summary of this Resolution in a newspaper of general circulation in the City at least four times at weekly intervals and within forty days after the Resolution has been adopted.

Section 5. The title of this Resolution shall be deemed a fair summary of the amendments provided herein for public and all other purposes.

AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:

Section 6. This Resolution shall take effect on the fiftieth day after the Resolution is adopted, subject to the right of referendum.

AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:

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

Section 8. It is further the intention of the 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 9. The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 9.

103 **THE ABOVE RESOLUTION** was introduced and read and passed at the regular
104 meeting of the Council of the City of Salisbury held on this ____ day of _____, 2026.

105

106

107 _____
Julie A. English,

108 **City Clerk**

April R. Jackson

City Council President



Memo

To: Salisbury City Council Members
From: Nick Rice, City Administrator
Date: April 9, 2026
Subject: Resolution to Repeal SC23

The attached resolution proposes an amendment to Article XXIII of the Charter by repealing it in its entirety and thereby eliminating collective bargaining rights. The City of Salisbury has determined that the negotiation process and collective bargaining rights have created significant financial pressures on both the current and long-term budget. Accordingly, the City has concluded that removing collective bargaining rights is necessary to better align wage growth with recurring revenues, reduce potential risks to the City's credit rating, manage increasing legal expenditures, and improve the efficiency of government operations.

Attachment(s):

[Council Memo.docx](#)

[Resolution_to_Repeal_SC23](#)



To: Salisbury City Council Members

From: Nick Rice, City Administrator

Subject: Resolution to Repeal SC23

Date: April 9, 2026

The attached resolution proposes an amendment to Article XXIII of the Charter by repealing it in its entirety and thereby eliminating collective bargaining rights. The City of Salisbury has determined that the negotiation process and collective bargaining rights have created significant financial pressures on both the current and long-term budget. Accordingly, the City has concluded that removing collective bargaining rights is necessary to better align wage growth with recurring revenues, reduce potential risks to the City's credit rating, manage increasing legal expenditures, and improve the efficiency of government operations.

1 **CHARTER AMENDMENT RESOLUTION NO. _____**
2

3 **A RESOLUTION OF THE CITY OF SALISBURY TO AMEND ARTICLE**
4 **XXIII OF THE CHARTER AUTHORIZING COLLECTIVE BARGAINING**
5 **BY REPEALING ARTICLE XXIII IN ITS ENTIRETY AND**
6 **ABROGATING ALL COLLECTIVE BARGAINING RIGHTS.**
7

8 **WHEREAS**, By Charter Amendment Resolution No. 2022-4, the City of Salisbury
9 amended its Charter to add Article XXIII, which granted certain employees the right to organize
10 and bargain collectively through representative employee organizations of their own choosing and
11 to submit to binding arbitration certain labor disputes that arise during negotiations, which were
12 to be subsequently defined and established by Ordinance referred to as the City’s “Labor Code”;
13 and.
14

15 **WHEREAS**, by Ordinance No. 2817, the City of Salisbury amended the City Code to add
16 Chapter 2.25, entitled “Labor Code,” in furtherance of Article XXIII of the City Charter; and
17

18 **WHEREAS**, since the passage of the City’s Labor Code in 2023, the City has recognized
19 an exclusive representative for each of the representation units (fire, police, and general
20 government); and
21

22 **WHEREAS**, the City negotiated with each of the exclusive representatives and entered
23 into and ratified Collective Bargaining Agreements with each covering the time period from July
24 1, 2024 through June 30, 2026; and
25

26 **WHEREAS**, the City has realized the financial effect of the negotiation process and
27 collective bargaining on the City budget; and
28

29 **WHEREAS**, the City has determined that removing collective bargaining rights is
30 necessary to align wage growth with recurring revenues, mitigate potential credit rating risks,
31 manage increasing legal expenditures, and return efficiency to government operations; and
32

33 **WHEREAS**, the City is authorized by MD Code, Local Government, § 4-301 et seq., as
34 amended, and § SC21-2 of the Charter to amend the Charter, not contrary to the Constitution of
35 Maryland, public general law or public local law, as the Mayor and Council deem necessary to
36 assure the good government of the municipality; and
37

38 **WHEREAS**, Council finds that repealing Article XXIII of the Charter in its entirety and
39 abrogating all collective bargaining rights is necessary to preserve the harmony and cooperation
40 between the City and its employees, to improve the efficiency of the City, and to ensure fiscal
41 accountability and responsibility to the City’s taxpayers; and
42

43 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
44 **SALISBURY** by virtue of the authority granted in Article XI-E of the Maryland Declaration of
45 Rights, §§ 4-301 *et seq.* of the Local Government Article of the Code of Maryland, and Article
46 XXI of the City Charter as follows:

47
48 **Section 1.** It is proposed and recommended that §Article XXIII be repealed in its entirety
49 by repealing the language in double bold brackets:

50 **[[Article XXIII – Collective Bargaining**

51 **§ SC23-1 – Collective Bargaining**

52 The City of Salisbury grants certain public employees the right to organize and
53 bargain collectively through representative employee organizations of their own
54 choosing and to submit to binding arbitration certain labor disputes that may arise
55 during negotiations as defined and provided by ordinance of the City Council to be
56 referred to as the "Labor Code." Once this Charter Amendment takes effect, the
57 City Council shall adopt a Labor Code establishing, inter alia, the scope and
58 subjects of bargaining, including negotiable and non-negotiable items, or both; the
59 rights of the employer and the employee; the units appropriate and inappropriate
60 for collective bargaining; grievances; unfair labor practices; permissible and
61 impermissible union activities; and the scope and method of binding arbitration and
62 the disputes to be submitted to binding arbitration. The Labor Code shall prohibit
63 strikes or work stoppages for all public employees.]]

64
65 **Section 2.** Pursuant to MD Code, Local Government, § 4-304, a public hearing on this
66 Resolution, providing for the amendment of the City of Salisbury's Charter as set forth herein,
67 shall be and hereby is scheduled for _____ at 6:00 p.m.

68 **Section 3.** Pursuant to the City of Salisbury's Charter § SC21-2 and MD Code, Local
69 Government, § 4-304, the City shall post a complete and exact copy of this Charter Amendment
70 at the City Government Building for at least forty (40) days after the passage of this Resolution
71 and advertise a fair summary of this Resolution in a newspaper of general circulation in the City
72 at least four times at weekly intervals and within forty days after the Resolution has been adopted.

73 **Section 4.** The title of this Resolution shall be deemed a fair summary of the amendments
74 provided herein for public and all other purposes.

75 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF**
76 **SALISBURY:**

77 **Section 5.** This Resolution shall take effect on the fiftieth day after the Resolution is
78 adopted, subject to the right of referendum.

79 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF**
80 **SALISBURY:**

81 **Section 6.** It is the intention of the Council of the City of Salisbury that each provision of
82 this Resolution shall be deemed independent of all other provisions herein.

83 **Section 7.** It is further the intention of the Council of the City of Salisbury that if any
84 section, paragraph, subsection, clause, or provision of this Resolution shall be adjudged invalid,
85 unconstitutional, or otherwise unenforceable under applicable Maryland or federal law, such
86 adjudication shall apply only to the section, paragraph, subsection, clause, or provision so
87 adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and
88 enforceable.

89 **Section 8.** The Recitals set forth hereinabove are incorporated into this section of this
90 Resolution as if such recitals were specifically set forth at length in this Section.

91 **THE ABOVE RESOLUTION** was introduced and read and passed at the regular
92 meeting of the Council of the City of Salisbury held on this ____ day of _____, 2026.

93
94 _____
95 **Julie A English,**
96 **City Clerk**

April R. Jackson,
City Council President



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Muir Boda, Director
Date: March 23, 2026
Subject: Removal of Timing Restrictions on Political Signs

This memorandum provides the City Council with an analysis of current political sign regulations and a recommendation to amend Section 17.216.050 of the Salisbury City Code to remove unconstitutional timing restrictions.

Background

Section 17.216.050(J) of the City Code currently permits political campaign signs, subject to requirements including:

- A maximum aggregate area of 32 square feet.

- A 15 foot setback from the curb line.

- A timing restriction limiting display to 90 days prior to an election and requiring removal within seven days afterward.

This timing requirement conflicts with Section 17.216.200, which lists similar sign allowances without time limitations. Legal precedents indicate that such timing rules applying only to political signage constitute content based restrictions and are likely unconstitutional.

On March 12, the Planning Commission conducted the required public hearing, during which no public testimony was offered. Following deliberation, the Commission voted 5 to 1 to recommend the proposed amendment to remove the timing restrictions.

Legal Basis for Amendment

CBM's review highlights key case law:

Reed v. Town of Gilbert (2015) - The Supreme Court held that sign regulations based on message or purpose are content based and subject to strict scrutiny.

Bell v. Baltimore County (2008) and Whitton v. City of Gladstone (1995) - Courts struck down timing restrictions specific to political signs as unconstitutional.

Based on these precedents, the City's timing restrictions are highly vulnerable to legal challenge and should be removed to ensure compliance with constitutional requirements.

Summary of Proposed Ordinance

The draft ordinance:

Removes timing restrictions from Section 17.216.050(J).

Retains size and setback requirements, which are content neutral.

Aligns Salisbury's regulations with established case law.

Documents consistency with public health, safety, and welfare findings under Maryland law

Adoption of these changes will mitigate legal exposure, clarify standards, and reinforce the City's commitment to supporting civic participation and First Amendment protections.

Attachment(s):

[Ord 17.216.050 - Display of Political Signs.docx](#)

[Legal Opinion - 9.27.23.docx](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING CHAPTER 17 OF THE SALISBURY CITY CODE, ENTITLED “17.216.050 – SIGNS WHICH MAY BE ERECTED IN ANY DISTRICT” TO REMOVE THE TIME RESTRICTIONS ON THE DISPLAY POLITICAL SIGNS.

WHEREAS, the ongoing application, administration, and enforcement of the City of Salisbury Municipal Code (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation, and amendment to comply with present community standards and values and promote 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 17.216.050 of the Salisbury City Code pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter;

WHEREAS, the City of Salisbury encourages all of its citizens to participate in the political process and freely express their support of or opposition to political candidates, elected officials, and political issues;

WHEREAS, in order to maintain consistency with state and federal case law concerning political signs, the City of Salisbury seeks to remove provisions of the Salisbury City Code which restrict the timing of such signs;

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 17;

WHEREAS, a public hearing on the proposed amendment was held by the Planning Commission in accordance with the provisions of Section 17.228.020 of the Salisbury City Code on _____, 2025;

WHEREAS, at the conclusion of its _____, 2025 meeting, the Planning Commission recommended, by a vote of ____-____, that the amendments to Section 17.216.050 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 17.216.050 of the Salisbury City Code shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that 17.216.050 of the Salisbury City Code is hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows:

Section 1. 17.216.050 of the Salisbury City Code, entitled “17.216.050 - Signs which may be erected in any districts.” is amended as follows:

Signs which may be erected in any district are as follows:

A. Signs of any size or shape may be erected by or under the direction of any governmental body or agency in any location for purposes of promotion, identification, direction, safety or convenience to the public;

B. Instructional signs not exceeding two square feet in area or three feet in height;

- C. Name and address signs not exceeding one for each principal building or use on a premises and not exceeding two square feet in area;
- D. Permanent subdivision identification signs which do not exceed twenty (20) square feet in surface area per face, limited to two faces, not exceeding one per main entrance and set back fifteen (15) feet from the curbline;
- E. Temporary real estate signs indicating the sale, rental or lease of the premises on which it is located, with a maximum area of eight square feet, nonilluminated; provided that premises in the R-5, R-8, and R-10 zoned districts shall only display rental signs ninety (90) days prior to lease termination and shall be removed after the premises is rented;
- F. Temporary development signs advertising the sale or rental of structures, which have a maximum surface area of sixty (60) square feet, limited to two faces, maximum height of fifteen (15) feet, indirectly illuminated, and set back the distance from the street line that is required for the district in which the sign is located
- G. Temporary construction signs limited to one each for contractors, architects, financing, etc., nonilluminated and set back the distance from the street line that is required for the district in which it is located and permitted only while construction is in progress or such time as may be required by state or federal requirements for financing or by any other requirement for extended advertising of the program under which construction has been accomplished;
- H. Memorial tablets or signs and historic markers, flags and insignias of bona fide civic, charitable, fraternal and welfare or religious organizations and national flags and flags of political subdivisions of the United States;
- I. Signs erected by a utility company locating underground facilities or the location of a public telephone booth not exceeding two square feet;
- J. One or more political campaign signs which, in the aggregate, do not exceed a total of thirty-two (32) square feet in area, set back at least fifteen (15) feet from the curbline, on any privately owned lot, except where a building is located less than fifteen (15) feet from the curbline and, in that event, the setback is the lesser of fifteen (15) feet or the distance between the building and the curbline. ~~Each such sign may not be erected more than ninety (90) days prior to the nomination, election or referendum and must be removed within seven days after the election or referendum, except that the candidates who won the primary may continue to display their signs until the final election.~~
- K. Directional signs located within one mile of and limited to one sign for each use or location for which the directions are intended, and provided that:
1. Written permission is obtained from the property owner;
 2. The sign is set back ten feet from the curbline;
 3. The surface area does not exceed four square feet;
 4. The sign is nonilluminated;
 5. The sign is located a minimum of five hundred (500) feet from any other directional sign on the same side of the street;
 6. The height does not exceed five feet.
- L. Nonbusiness signs (which are not outdoor advertising structures as defined in Section 17.216.020) may be erected for a period not to exceed ninety (90) days in any calendar year by or for the owner or lawful occupant of any lot or structure which signs, in aggregate, do not exceed a total of six square feet in area, nonilluminated. Such signs must be set back at least

15 feet from the curblin on any lot or affixed to an occupied dwelling, structure or building, except where such dwelling, structure or building is located less than fifteen (15) feet from the curblin and, in that event, the setback is the lesser of fifteen (15) feet or the distance between the dwelling structure or building and the curblin.

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 English, City Clerk

D'Shawn M. Doughty, City Council President

Approved by me, this _____ day of _____, 2025.

Randolph J. Taylor, Mayor

MEMO

Date: September 27, 2023
To: Muir Boda
From: Cockey, Brennan & Maloney
SUBJECT TO ATTORNEY CLIENT PRIVILEGE
Re: Political Signs

The following contains the City's Code sections applicable to regulating the size and placement of political signs:

17.216.020 - Definitions.

...

B. Type "Political" means a sign which is designed to influence the action of the voters either for the passage or defeat of a measure appearing on the ballot at any national, state or local election or which is designed to influence the action of the voters either for the election or defeat of a candidate for nomination or election to any public office at any national, state or local election.

17.216.030 - Signs prohibited in all districts.

Signs prohibited in all districts shall be:

...

- D. Signs in any location which obstruct the vision of motorists of traffic control devices, intersections or traffic movement;
- E. Signs attached to trees or utility poles;
- F. Signs attached to any vehicle parked permanently;
- G. Signs which, taken as a whole, are obscene or profane as currently defined, described or determined by the United States Supreme Court and/or by the court of Appeals of Maryland;

17.216.050 Signs which may be erected in any districts.

Signs which may be erected in any district are as follows:

...



COCKEY BRENNAN
& MALONEY P.C.

313 Lemmon Hill Lane
Salisbury, MD 21801

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F| 410.546.1811

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J. One or more political campaign signs which, in aggregate, do not exceed a total of thirty-two (32) square feet in area, set back at least fifteen (15) feet from the curbline, on any privately owned lot, except where a building is located less than fifteen (15) feet from the curbline and, in that event, the setback is the lesser of fifteen (15) feet or the distance between the building and the curbline. Each such sign may not be erected more than ninety (90) days prior to the nomination, election or referendum and must be removed within seven days after the election or referendum, except that the candidates who won the primary may continue to display their signs until the final election.

17.216.200 - General provisions..

...
B. The following signs do not require a permit as required in subsection (A) of this section; provided, they are in compliance with section 17.216.030:

...
11. One or more political campaign signs which, in aggregate, do not exceed a total of thirty-two (32) square feet in area, set back at least fifteen (15) feet from the curbline, on any privately owned lot, except where a building is located less than fifteen (15) feet from the curbline and, in that event, the setback is the lesser of fifteen (15) feet or the distance between the building and the curbline;

The most recent decision addressing the lengths which a public body can go to limit the placement of signs is *Clyde Reed, et al. v. Town of Gilbert, AZ., et al.*, 135 S. Ct. 2218 (2015). That case did not involve political signs, but rather the issue of treating the purpose of different types of signs differently. In that case, the Court determined that the sign code drew distinctions based on the content of the signs:

Ideological messages are given more favorable treatment than messages concerning a political candidate, which are themselves given more favorable treatment than messages announcing an assembly of likeminded individuals. That is a paradigmatic example of content-based discrimination.

The *Reed* Court noted that when a municipality regulates the content of signs, those regulations are subject to strict judicial scrutiny, the highest constitutional hurdle, which requires a municipality to show that the content-based restrictions



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MEMO

further a compelling governmental interest and are narrowly tailored to that end. Applying strict scrutiny to the sign code, the *Reed* Court held that its content-based distinctions were unconstitutional.

The City of Salisbury's sign regulations set forth in Title 17 of the City Code are largely consistent with the Supreme Court's decision in *Reed*. The City's Code with respect to political signage regulates the size of the sign and where it can be placed (which is similar to other types of signs). The only potential non-content based requirement is that of 17.216.050 which controls the timing of political signs. Several courts have struck down municipal laws that restrict the timing of political signs (such restrictions are not content neutral when they apply to only to signs containing political messages). *Bell v. Baltimore Cnty., MD*, 550 F. Supp. 2d 590 (D. Md. 2008); *Whitton v. City of Gladstone, Mo.*, 54 F.3d 1400 (8th Cir. 1995). Given that the language of 17.216.050 regarding the timing of political signs appears to conflict with 17.216.200 (which has identical language, minus the timing restriction) and the Court decisions striking down similar language, we should discuss removing this from all sections of the Code.



COCKEY BRENNAN
& MALONEY P.C.

313 Lemmon Hill Lane
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Memo

To: Nick Rice, City Administrator
From: Betsy Jackson, City Planner
Date: March 31, 2026
Subject: Large Family Child Care Homes

The Council is asked to consider a text amendment to the City of Salisbury Zoning Code, specifically the following chapters and sections:

- 17.04.120 – Definitions
- 17.20.030 and 17.20.050 – College and University District
- 17.68 – Hospital District
- 17.84 – Office and Service Residential District
- 17.156 – R-5, R-8, R-10 Residential Districts
- 17.160 – R-5A, R-8A and R-10A Residential Districts
- 17.164 – R-5S, R-8S and R-10S Residential Districts

The proposed amendments are summarized below:

- Replace the term **“Family day-care home”** with **“Family child care home”** and amend the definition to be consistent with the State definition.
- Add the term **“Large family child care home”** along with its definition to be consistent with the family child care home licensing options with the State.
- Wherever **family child care homes** are permitted as an accessory use in residential zones, **Large family child care homes** shall be permitted by special exception. In the College and University District and the Hospital District they are proposed to be an inherent accessory use.

A Work Session was held at the Planning Commission on January 8, 2026 to discuss the request and the staff recommendation. The proposed amendment was reviewed by the City Attorney and a public hearing was held at the regular meeting of the Planning Commission on February 12, 2026. During the meeting February 12, 2026, the Commission was unable to reach a majority vote for a positive recommendation, resulting in a 3-3 split decision on whether to recommend approval of the change.

Attachment(s):

[ORDINANCE.daycare.LER.track changes 3.31.26.docx](#)
[Large Family Childcare - Staff Report.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING TITLE 17 OF THE SALISBURY CITY CODE TO ADD A DEFINITION OF A “LARGE FAMILY CHILD CARE HOME” AND TO DESIGNATE THE ZONING DISTRICTS IN WHICH THE VARIOUS TYPES OF CHILD CARE HOMES CAN BE ESTABLISHED.

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

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

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

WHEREAS, in order to be consistent with updates to state law, the Department of Infrastructure and Development has determined that revisions to the definition of a “family day-care home” are warranted in order to distinguish between a “Family Child Care Home” and a “Large Family Child Care Home”;

WHEREAS, currently, Title 17 (Zoning) of the Salisbury City Code does not contain provisions permitting a Large Family Child Care Home in any district;

WHEREAS, permitting a Large Family Child Care Home as an accessory use by right in the College and University District and the Hospital District will help address the City’s child care shortage by expanding opportunities for family child care providers;

WHEREAS, permitting a Large Family Child Care Home as an accessory use by a special exception in certain residential zoning districts will also help address the City’s child care shortage by expanding opportunities for family child care providers;

WHEREAS, the Mayor and Council therefore find that the health, safety and general welfare of the citizens of the City will be furthered by amending Title 17 of the Salisbury City Code to add a definition of a “Large Family Child Care Home” and to designate the zoning districts in which the various types of child care homes can be established;

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

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

WHEREAS, during its February 12, 2026 meeting, the Planning Commission was unable to reach a majority vote to forward either a favorable or unfavorable recommendation to the City Council;

WHEREAS, pursuant to Section 17.228.020 of the Salisbury City Code, in the event no recommendation is made, the Planning Commissions’ “indecision or failure to forward a recommendation within six months shall be considered on balance as favorable to the proposed amendment, and a favorable recommendation shall be forwarded to city council”; and

46 **WHEREAS**, the Mayor and Council have determined that the amendment to Chapter 17 of the
47 Salisbury City Code set forth below shall be adopted as set forth herein.

48 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF**
49 **SALISBURY, MARYLAND**, that Title 17 of the Salisbury City Code is hereby amended by adding the
50 bolded and underlined language as follows:

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

53 **17.04.120 – Definitions.**

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

56 ...

57 "Family day-care home" means ~~any dwelling unit either licensed or registered by the appropriate state~~
58 ~~and/or county health or welfare agency to provide care for no more than eight children separated from~~
59 ~~their parents or guardians during any part of the day and occupied by the family of the licensee, provided~~
60 ~~that written consent is obtained from the owner(s) of the unit and owner(s) of any attached dwelling units.~~
61 ~~Any such consent may be withdrawn after thirty (30) days' written notice by the owner of said unit to the~~
62 ~~day-care home operator~~ **a family child care home as defined herein.**

63 **"Family child care home" means any residence, either licensed or registered by the appropriate**
64 **state and/or county health or welfare agency, in which family child care is provided for up to eight**
65 **children separated from their parents or guardians during any part of the day and occupied by the**
66 **family of the licensee.**

67 **"Large family child care home" means any residence, either licensed or registered by the**
68 **appropriate state and/or county health or welfare agency, in which family child care is provided for**
69 **at least nine children, but not more than twelve children, separated from their parents or guardians**
70 **during any part of the day and occupied by the family of the licensee.**

71 ...

72 **Section 2.** Chapter 17.20 of the Salisbury City Code, entitled “COLLEGE AND UNIVERSITY
73 DISTRICT” shall be amended as follows:

74 **17.20.050 Accessory uses and structures.**

75 Accessory uses and structures shall be as follows:

- 76 A. Off-street parking lot or structure;
- 77 B. Off-street loading and unloading facilities;
- 78 C. Gasoline pumps as accessory use to a convenience store, in accordance with Section 17.04.220;
- 79 D. Other accessory uses and structures clearly incidental to, customary to and associated with the
- 80 permitted use;
- 81 E. ~~Family day-care home~~ **Family child care home;**
- 82 F. **Large family child care home;**
- 83 ~~F.G.~~ Day-care services for employees or patrons of a permitted use.

85 **Section 3.** Chapter 17.68 of the Salisbury City Code, entitled “HOSPITAL DISTRICT” shall be
86 amended as follows:

87 **17.68.020 - Permitted uses.**

88 Uses permitted shall be as follows:

- 89 A. Apartment building or project in accordance with chapter 17.168;
- 90 B. Boardinghouse/rooming house;
- 91 C. Drugstore or pharmacy;

- 92 D. Dwellings:
93 1. Single-family,
94 2. Two-family, in accordance with chapter 17.108;
95 ~~E. Family day care home;~~
96 ~~F. E.~~ Florist;
97 ~~G. F.~~ Hairdresser shop;
98 ~~H. G.~~ Hospital and hospital accessory structures, with a maximum height of seventy-five (75) feet;
99 ~~I. H.~~ Medical-care facility;
100 ~~J. I.~~ Medical center;
101 ~~K. J.~~ Medical office;
102 ~~L. K.~~ Nursing or physician school;
103 ~~M. L.~~ Parking lot or parking structure;
104 ~~N. M.~~ Restaurant;
105 ~~O. N.~~ Specialty shop;
106 ~~P. O.~~ Group domiciliary care facility.
107

108 **17.68.030 - Accessory uses and structures.**

109 Accessory uses and structures shall be as follows:

- 110 A. Helicopter landing facilities for hospital use;
111 B. Other accessory uses and structures clearly incidental, customary to and associated with the
112 permitted use;
113 C. Day-care services for employees or patrons of a permitted use;
114 **D. Family child care home;**
115 **E. Large family child care home.**
116

117 **Section 4.** Chapter 17.84 of the Salisbury City Code, entitled "OFFICE AND SERVICE
118 RESIDENTIAL DISTRICT" shall be amended as follows:

119 **17.84.025 - Uses permitted by special exception.**

120 **Uses permitted by special exception shall be as follows:**

- 121 **A. Large family child care homes as accessory uses**
122

123 **17.84.040 Accessory uses and structures.**

124 Accessory uses and structures shall be as follows:

- 125 A. Cloister or clerical housing on the same property with a church or other place of worship;
126 ~~B. Family day care home~~ **Family child care home;**
127 **C. Large family child care home pursuant to 17.84.025**
128 ~~C. D.~~ Home occupation;
129 ~~D. E.~~ Private garages and other accessory uses normally associated with residential use, such as, but not
130 limited to, detached home workshop, swimming pool, cabana, greenhouse, private studio and
131 boathouse, all of which shall be incidental to the use of the property as a residence;
132 ~~E. F.~~ Storage of recreational vehicles and boats on residential lots, limited to two in any combination,
133 in back of the front building setback line where such recreational vehicles and boats are for the
134 use and enjoyment by the residents thereon;
135 ~~F. G.~~ Other accessory uses and structures clearly incidental to, customary to and associated with the
136 permitted use;
137 ~~G. H.~~ Day-care services for employees or patrons of an office or service use.
138

139 **Section 5.** Chapter 17.156 of the Salisbury City Code, entitled "R-5, R-8, AND R-10 RESIDENTIAL
140 DISTRICTS" shall be amended as follows:

141 **17.156.030 Uses permitted by special exception.**

142 Uses permitted by special exception shall be as follows:

- A. Cemetery, on minimum tract of ten acres;
- B. Church or other place of worship on a lot size of less than five acres, in accordance with chapter 17.220, excluding bus storage, cemetery, day-care center, school of general instruction and gymnasium as accessory uses;
- C. Church and other place of worship on a minimum lot of five acres, in accordance with chapter 17.220, excluding bus storage, cemetery, day-care center, school of general instruction and gymnasium as accessory uses;
- D. Day-care facilities for the elderly and handicapped;
- E. **Large family child care homes as accessory uses;**
- ~~E-F.~~ Non-accessory offices on church-owned properties contiguous to existing religious structures for use by nonprofit organizations;
- ~~F-G.~~ Studios [in the R-5 and R-8 districts only].
- ~~G-H.~~ Solar Farm.

17.156.050 Accessory uses and structures.

Accessory uses and structures shall be as follows:

- A. Cloister or clerical housing on the same lot with a church or other place of worship, meeting lot area and/or standards required for each individual use;
- B. Home occupation;
- C. Home office;
- D. ~~Family day care home~~ **Family child care home;**
- E. **Large family child care home pursuant to 17.156.030;**
- ~~E-F.~~ Private garages and other accessory uses normally associated with a residential use, such as but not limited to detached home workshop, swimming pool, cabana, greenhouse, private studio and boathouse, all of which shall be incidental to the use of the property as a residence;
- ~~F-G.~~ Storage of recreational vehicles and boats on residential lots, limited to two in any combination, in back of the front building setback line, where such recreation vehicles and boats are for the use and enjoyment of the resident thereon;
- ~~G-H.~~ Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use.

Section 6. Chapter 17.160 of the Salisbury City Code, entitled “R-5A, R-8A, AND R-10A RESIDENTIAL DISTRICTS” shall be amended as follows:

17.160.030 Uses permitted by special exception.

Uses permitted by special exception shall be as follows:

- A. Care home, in accordance with chapter 17.220;
- B. Church and other place of worship on a lot size of less than five acres, in accordance with chapter 17.220, excluding bus storage and maintenance, cemetery, day-care center, school of general instruction and gymnasium as accessory uses;
- C. Church and other place of worship on a minimum lot of five (5) acres, in accordance with chapter 17.220, including an activity building with offices and meeting rooms, cemetery, day-care center, school of general instruction and gymnasium as accessory uses;
- D. Day-care facilities for the elderly and handicapped.
- E. Solar Farm.
- F. Clinic—Residential in the R-5A district on a minimum lot of one (1) acre, in accordance with comprehensive site plan, as approved by the Planning Commission, with the following:
 1. The requirements for "Medical and dental clinic and office" in Section 17.196.030 shall be used to determine parking space requirements;
 2. Screening from adjoining residential uses consisting of a fence six feet in height and a twenty-foot-wide landscaped area shall be included on the comprehensive site plan approved by the Planning Commission; and

3. A sign plan shall be approved by the Planning Commission in accordance with Section 17.216.120.

G. Large family child care homes as accessory uses;

17.160.050 Accessory uses and structures.

Accessory uses and structures shall be as follows:

- A. Cloister or clerical housing on the same lot with a church or other place of worship, meeting lot area and/or standards required for each individual use;
- B. Home occupation;
- C. Home office;
- D. ~~Family day-care home~~ **Family child care home;**
- E. **Large family child care home pursuant to 17.160.030**
- ~~E.F.~~ Office within an apartment or townhouse project solely for the purpose of ongoing management and rental or a temporary sales office in conjunction with model units until all units in the project have been sold;
- ~~F.G~~ Private garages and other accessory uses normally associated with residential use, such as but not limited to detached home workshop, swimming pool, cabana, greenhouse, private studio and boathouse, all of which shall be incidental to the use of the property as a residence;
- ~~G.H.~~ Rental of guest rooms to not more than two roomers in a single-family detached dwelling on a minimum lot of five thousand (5,000) square feet which is occupied by a family related by blood, marriage or adoption, provided that one (1) additional parking space for each roomer shall be provided in the rear yard;
- ~~H.I.~~ Storage of recreational vehicles and boats on residential lots, limited to two in any combination, in back of the front building setback line, where such recreation vehicles and boats are for the use and enjoyment of the resident thereon;
- ~~H.~~ Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use.

Section 7. Chapter 17.164 of the Salisbury City Code, entitled “R-5S, R-8S, AND R-10S RESIDENTIAL DISTRICTS” shall be amended as follows:

17.164.030 Uses permitted by special exception.

Uses permitted by special exception shall be as follows:

- A. An accessory apartment of not over five hundred (500) gross square feet in size within an owner-occupied single-family detached dwelling or in an accessory building on a lot upon which an owner-occupied single-family detached dwelling is located. The lot shall have a minimum sixty (60) feet width and contain at least nine thousand (9,000) square feet of land area. All parking required for an accessory apartment shall be in the rear yard no closer than three (3) feet to all adjoining property lines, provided that an accessory apartment shall not be allowed in any dwelling where guest rooms are provided;
- B. Care home, in accordance with chapter 17.220;
- C. Cemetery, on a minimum tract of ten acres;
- D. Church and other place of worship on a lot size of less than five acres, in accordance with chapter 17.220, excluding bus storage, cemetery, day-care center, school of general instruction and gymnasium as accessory uses;
- E. Church and other place of worship on a minimum lot of five acres, in accordance with chapter 17.220, including an activity building with offices and meeting rooms, cemetery, day-care center, school of general instruction and gymnasium as accessory uses;
- F. Day-care facilities for the elderly and handicapped;
- G. Group domiciliary care facility;
- H. Rental of guest rooms to not more than two roomers in an owner-occupied single-family detached dwelling on a minimum lot of five thousand (5,000) square feet, provided that one additional

parking space shall be provided in the rear yard for each roomer, and provided further that the rental of guest rooms shall not be allowed in any dwelling or on any lot that contains an accessory apartment.

I. Large family child care homes as accessory uses;

17.164.050 Accessory uses and structures.

Accessory uses and structures shall be as follows:

- A. Cloister or clerical housing in the same lot with a church or other place of worship, meeting lot area and/or standards required for each individual use;
- B. Home occupation;
- C. Home office;
- D. ~~Family day care home~~ **Family child care home;**
- E. **Large family child care home pursuant to 17.164.030;**
- ~~F.~~ Private garages and other accessory uses normally associated with a residential use, such as but not limited to detached home workshop, swimming pool, cabana, greenhouse, private studio and boathouse, all of which shall be incidental to the use of the property as a residence;
- ~~F.G.~~ Storage of recreational vehicles and boats on residential lots, limited to two in any combination, in back of the front building setback line, where such recreation vehicles and boats are for the use and enjoyment of the resident thereon;
- ~~G.H.~~ Other accessory uses and structures clearly incidental to, customary to and associated with the permitted use.

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

Section 8. 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 9. 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 10. 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 10.

Section 11. This Ordinance shall take effect from and after the date of its final passage.

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

ATTEST:

Julie A. English, City Clerk

April Jackson, City Council President

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

295	
296	Randolph J. Taylor, Mayor
297	



City of Salisbury

Infrastructure and Development

Staff Report

January 8, 2026

I. SUMMARY OF REQUEST:

Planning staff are recommending a text amendment to the City of Salisbury Zoning Code, specifically the following chapters and sections:

- 17.04.120 – Definitions
- 17.20.030 and 17.20.050 – College and University District
- 17.68 – Hospital District
- 17.84 – Office and Service Residential District
- 17.156 – R-5, R-8, R-10 Residential Districts
- 17.160 – R-5A, R-8A and R-10A Residential Districts
- 17.164 – R-5S, R-8S and R-10S Residential Districts

The proposed amendments are summarized below:

- Replace the term “**Family day-care home**” with “**Family child care home**” and amend the definition to be consistent with the State definition.
- Add the term “**Large family child care home**” along with its definition to be consistent with the family child care home licensing options with the State.
- Wherever **family child care homes** are permitted as an accessory use in residential zones, **Large family child care homes** shall be permitted by special exception. In the College and University District and the Hospital District they are proposed to be an inherent accessory use.

II. HISTORY OF REQUEST:

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

III. PLANNING & ZONING ANALYSIS

The proposed text amendments would improve the City’s consistency with the State definitions for types of licensed child care facilities and help to address the child care shortage by expanding opportunity for family child care providers. The Comptroller of Maryland Released a Report in December 2024, *State of the Economy Series: Child Care and the Economy*, that shows that child care capacity in Wicomico County fell by 13.2% between February 2020 and August 2024.

Currently, the College and University District, the Office and Service Residential District, the Residential Districts including R-5A, R-8A, and R-10A, R-5S, R-8S, and R-10S Residential Districts,



City of Salisbury

allow Family Day Care Homes which are limited to (8) children as accessory uses. Adding a Large Family Child Care Home as an accessory use would allow a maximum of (12) children. Where a special exception is required the use would only be allowed on a site-by-site basis to ensure that the location is capable of handling additional traffic, queuing for drop-off and pick-up, parking for any required employee or visitor, and other concerns regarding impact to the neighborhood that arise. Special exceptions are granted by the Board of Appeals, may be conditioned, and must meet the criteria in Section 17.232.020:

A. Criteria for Consideration of Approval.

- 1. Decisions of the circuit court for Wicomico County and appellate courts of Maryland;*
- 2. The nature of the proposed site, including its size and shape and the proposed size, shape and arrangement of structures;*
- 3. The resulting traffic patterns and adequacy of proposed off-street parking and loading areas;*
- 4. The nature of the surrounding area and the extent to which the proposed use might impair its present and future development;*
- 5. The proximity of dwellings, churches, schools, public structures and other places of public gathering;*
- 6. Accessibility of the premises for fire and police protection;*
- 7. Accessibility of light and air to the premises and to properties in the vicinity;*
- 8. The type and location of adequate utilities, access roads, drainage and other necessary facilities that have been or will be provided;*
- 9. The preservation of historic, cultural and environmental landmarks;*
- 10. The metro core plan or any other plan for development of the area affected approved by the planning commission or city council;*
- 11. All applicable standards and requirements of this title;*
- 12. Any other matter considered to be in the interest of the general welfare.*

B. Criteria for Approval.

In approving a special exception, the board shall find the following criteria are either met, can be met by imposition of conditions or are not applicable:

- 1. The proposal will be consistent with the metro core plan, the objectives of the zoning ordinance and any other applicable policy or plan adopted by the planning commission or city council for development of the area affected;*
- 2. The location, size, design and operating characteristics under the proposal will have minimal adverse impact on the livability, value or appropriate development of abutting properties and the surrounding area;*
- 3. The design of the site and structures for the proposal will be as attractive as the nature of the use and its setting warrants;*



City of Salisbury

- 4. The proposal will not be detrimental to or endanger the public health, security, general welfare or morals;*
- 5. The proposal will not impair an adequate supply of light and air to adjacent property or overcrowd the land or create any undue concentration of population or substantially increase the congestion of the streets or create hazardous traffic conditions or increase the danger of fire or otherwise endanger the public safety;*
- 6. The proposal will not adversely affect transportation or unduly burden water, sewer, school, park, stormwater management or other public facilities;*
- 7. The proposal will preserve or protect environmental or historical assets of particular interest to the community;*
- 8. The applicant has a bona fide intent and capability to develop and use the land as proposed and has no inappropriate purpose for submitting the proposal, such as to artificially alter property value for speculative purposes.*

The Office of Child Care at the State Department of Education relies on the City to confirm that an applicant for a child care provider license is compliant with the applicable zoning regulations for the type of child care requested. COMAR 13A.18.01-16 provides the requirements the State uses to license Large Family Child Care Homes which addresses staffing requirements, record keeping, hours of care, suitability of the home, program requirements, safety, and nutrition. The goal of our Zoning Code is only to ensure that the site and location are suitable for the use.

IV. RECOMMENDATION

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



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Chuck Eicholz, Zoo Director
Date: March 25, 2026
Subject: Weather Emergency Funding for the zoo

The purpose of this ordinance is to amend the Fiscal Year 2026 Annual Budget to provide Emergency Funds caused by severe weather at the Salisbury Zoo.

The Salisbury Zoo sustained extensive damage as a result of the February winter storm. Efforts to remove fallen trees and debris, along with necessary repairs to damaged buildings and fencing, have significantly depleted much of the Zoo's remaining budget. Based on current financial projections, the Zoo will not have sufficient funding to maintain required operational service levels for the remainder of the fiscal year.

Based on projections prepared by City staff, the following additional appropriations are required:

- \$1533.98 to Account 400-00-00-546012 (Equipment and Maintenance) to support animal care and maintenance staffing needs; and
- \$19,000.00 to Account 400-00-00-523602 (Tree Trimming) to support guest services and education staffing. This increase is expected to be offset by additional Zoo-related revenues.
- \$2189.62 to Account 400-00-00-534311 (Lands and Grounds) to cover costs of replacement fencing

The total requested additional appropriation is \$22,723.60 to be funded from surplus.

Attachment(s):

[Zoo Emergency Funding - Ordinance](#)

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND
APPROVING A BUDGET AMENDMENT TO APPROPRIATE \$22,723.60
TO THE SALISBURY ZOO'S OPERATING BUDGET TO COVER
UNEXPECTED COSTS AND EXPENSED CAUSED BY THE FEBRUARY
2026 WINTER STORM.**

WHEREAS, pursuant to the Charter of the City of Salisbury, the Mayor and City Council adopted the Fiscal Year 2026 Annual Budget; and

WHEREAS, the Salisbury Zoo sustained severe damage to its infrastructure caused by the February 2026 winter storm requiring significant repair costs and expenses; and

WHEREAS, without infusion of additional funds, the Zoo's current approved budget is projected to be insufficient to meet operational needs for the remainder of Fiscal Year 2026; and

WHEREAS, unlike the prior fiscal year, there are no available excess appropriations within other Zoo personnel or operating accounts to transfer to cover this shortfall; and

WHEREAS, financial projections prepared by City staff indicate the need for additional appropriations to the following accounts:

Account 40000-523602 — Tree Trimming: \$19,000.00 to cover all costs to downed trees

Account 40000-534311 — Lands and Grounds: \$2189.62 to cover costs associated with damage to fencing at the zoo

Account 40000-546012- Equipment and Maintenance: \$1533.98 to cover costs of replacement fencing

WHEREAS, the allocation of additional funds will be funded from surplus; and

WHEREAS, the appropriations necessary herein must be made upon recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury;

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

Section 1. Upon the recommendation of the Mayor, the City Council hereby appropriates funds from the General Fund unassigned surplus as follows:

Account	Account Description	Increase/Decrease	Amount
40000-523602	Tree Trimming	Increase	\$19,000.00
40000-534311	Lands and Grounds	Increase	\$ 2,189.62
40000-546012	Equipment and Maintenance	Increase	\$1533.98
01000-469810	Current Year Surplus	Increase	\$22,723.60

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

48 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
49 of this Ordinance shall be deemed independent of all other provisions herein.
50

51 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
52 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,
53 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
54 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
55 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.
56

57 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
58 if such recitals were specifically set forth at length in this Section 4.
59

60 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.
61

62 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
63 Salisbury held on the _____ day of _____, 2026 and thereafter, a statement of the substance
64 of the Ordinance having been published as required by law, in the meantime, was finally passed by the
65 Council of the City of Salisbury on the _____ day of _____, 2026.
66

67 **ATTEST:**
68
69

70 _____
71 **Julie English, City Clerk**

_____ **April Jackson, City Council President**

72
73 Approved by me, this _____ day of _____, 2026.
74

75 _____
76 **Randolph J. Taylor, Mayor**
77
78
79
80



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Jordan Mann, Assistant Director
Date: March 23, 2026
Subject: Surplus Budget Amendment

The Department of Field Operations recently completed the auction of surplus vehicles and equipment, resulting in total proceeds of **\$15,881.00**, which have been deposited into the General Fund. The Department respectfully requests authorization for a budget amendment to the FY26 General Fund to appropriate **\$15,881.00** to the Field Operations Operating Budget. Reallocating these funds will allow the Department to reinvest the proceeds into operational needs, including maintenance, equipment, and service delivery improvements that directly support City infrastructure and daily operations. This action represents a reallocation of funds already received by the City and will not result in any additional financial impact to the General Fund. It is recommended that the Mayor and City Council approve this request. Please let me know if any additional documentation or supporting information is needed.

Attachment(s):
[Surplus Ordinance - FY26.docx](#)

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

38 **ATTEST:**

39 _____
40 Julie English, City Clerk April R. Jackson, City Council President

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

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43 _____

44 Randolph J. Taylor, Mayor

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City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Jordan Mann, Assistant Director
Date: March 18, 2026
Subject: Post Puller Budget Amendment

The Department of Field Operations has received an insurance reimbursement in the amount of \$7,198.00 for a damaged traffic unit post puller. These funds have been deposited into the General Fund. The Department respectfully requests authorization for a budget amendment to the FY26 General Fund to appropriate \$7,198.00 to the Field Operations Operating Budget. Reallocating these funds will allow the Department to replace the damaged equipment and maintain continuity of operations. This action represents a reallocation of funds already received by the City and will not result in any additional financial impact to the General Fund. It is recommended that the Mayor and City Council approve this request. Please let me know if any additional documentation or supporting information is needed.

Attachment(s):

[Post Puller Damage Ordinance - FY26](#)

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

ATTEST:

Julie A. English, City Clerk

April R. Jackson, City Council President

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

Randolph J. Taylor, Mayor