



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

JULY 1, 2019

**COUNCIL CHAMBERS
GOVERNMENT OFFICE BUILDING**

- 4:30 p.m. Health Care Consortium MOU – Human Resources Director Jeanne Loyd
- 4:45 p.m. Easement with Rotary for labyrinth on Riverwalk – DID Director Amanda Pollack
- 5:00 p.m. Discussion- Surplus of 1141 S Division Street – Procurement Director Jennifer Miller
- 4:55 p.m. Council discussion
- 5:00 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*

Posted 6/27/19



City of
Salisbury
Jacob R. Day, Mayor

DATE: June 25, 2019

TO: Julia Glanz, City Administrator

FROM: Jeanne Loyd, Director of Human Resources

SUBJ: Changes in WCPE MOU

Please find attached an amendment to the Public Entities Healthcare Consortium MOU to be effective on 09/01/2019.

First item is to change Section 1.6 to reduce the currently required 8% call to 5% of annual premium from those entities that comprise the WCPE consortium, to be collected by the health care provider in the event of an annual (or cumulative experience loss).

This is funded to make sure there is enough on hand to cover the amount CareFirst (the health care provider) can collect at annual settlement when premiums are not sufficient to cover claims and expenses. Each of the three entities would be required to maintain the 5% associated with their annual premium billing.

The second item requires that we buy stop loss insurance to cover expenses incurred by any one individual who exceeds the stop-loss deductible (currently \$250,000); there is no limit on aggregate losses going forward. This change was made in 2012 when a study by our consultant determined there was no value in purchasing aggregate coverage. However, a review of the MOU revealed that had not been brought forward in an amended change of the document.

The third item identifies the sections in the MOU where the change of 8% to 5% must be documented.

The final item identifies the amount of reserve funds beyond which an entity may withdraw money from their account. This ensures there is enough in reserve to cover the potential for two years of the "call" before an entity can remove "excess" funds. The reduction is the result of the "call" percentage reducing to 5%. Once the amount in reserve exceeds 10% of annual premiums, the amount over 10% is available for withdrawal.

I am requesting that the City Council approve the requested changes to the MOU.

1 RESOLUTION NO. _____

2
3 A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE
4 MAYOR TO SIGN AN AMENDMENT TO THE MEMORANDUM OF
5 UNDERSTANDING FOR THE WICOMICO COUNTY PUBLIC ENTITIES
6 HEALTH INSURANCE CONSORTIUM CHANGING THE CALL RATE TO
7 5%, REQUIRING ALL ENTITIES TO HAVE SPECIFIC STOP-LOSS
8 REINSURANCE AND CHANGING THE RATE STABILIZATION RESERVE
9 PROPORTIONATE SHARE FROM 12% TO 10%.

10
11 WHEREAS, the Mayor and City Council of the City of Salisbury have authorized the
12 City to participate in the Wicomico Public Entities Health Insurance Consortium and to enter
13 into a Memorandum of Understanding with the other members of the Consortium; and
14

15 WHEREAS, the first item to change is the call rate, which is the annual amount of
16 additional premium that the health insurance provider, CareFirst, can collect in a plan year. Any
17 claims costs that exceed the amount of premiums by the City plus the call, are covered by the
18 members of the consortium up to the call of all three entities. Claims costs that exceed the call –
19 currently 8% - are covered by CareFirst, for that plan year; and
20

21 WHEREAS, the Amendment is changing the call rate from the currently required 8% to
22 5% of annual premium from those entities that comprise the WCPE consortium; and
23

24 WHEREAS, the second change, to section 3.3 of the agreement, requires each entity to
25 have specific stop-loss reinsurance to cover expenses incurred by any one individual who
26 exceeds the stop-loss deductible; there is no limit on aggregate losses going forward. This
27 change was made in 2012 when a study by the consultant determined there was no value in
28 purchasing aggregate coverage, but had not been brought forward in an amended change of the
29 document; and
30

31 WHEREAS, the final change is to the Rate Stabilization Reserve (RSR), which establishes a
32 fund to hold and accumulate funds in the event of an experience gain or loss; and
33

34 WHEREAS, the agreement currently requires each entity to the agreement to retain 12% of the
35 prior year annual premiums paid; and
36

37 WHEREAS, the Amendment is changing the RSR required percentage to 10% of the prior year
38 annual premiums paid; and
39

40 WHEREAS, the City desires to agree to the changes in the attached Amendment to the
41 Memorandum of Understanding.
42

43 NOW, THEREFORE, BE IT RESOLVED that the Salisbury City Council hereby
44 authorizes the Mayor to sign the attached Amendment to the Public Entities Health Insurance
45 Consortium Memorandum of Understanding.
46

47 THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting
48 of the City of Salisbury held on ____ day of _____ 2019, and is to become effective
49 immediately upon adoption.

50

51 **ATTEST:**

52

53

54 _____
Kimberly R. Nichols, City Clerk

John R. Heath, President
Salisbury City Council

55

56

57 APPROVED BY ME THIS ____ day of _____, 2019.

58

59

60 _____
Jacob R. Day, Mayor

**AMENDMENT TO THE
PUBLIC ENTITIES HEALTHCARE CONSORTIUM
MEMORANDUM OF UNDERSTANDING**

THIS AMENDMENT ("the Amendment") is made and entered into this 1st day of September 2019, by and between Wicomico County Government, Wicomico County Board of Education, and the City of Salisbury, which shall collectively be known as the Wicomico County Public Entities ("WCPE").

WHEREAS, the WCPE entered into a Public Entities Healthcare Consortium Memorandum of Understanding with an effective date of September 1, 2001 ("the Memorandum"); and

WHEREAS, the parties now seek to amend the Memorandum as detailed below.

NOW, THEREFORE, the parties hereto agree to the following revisions to the Memorandum:

1. Change Section 1.6 to the following: **5% Call:** An additional 5% of annual premium from those entities that comprise the WCPE consortium, collected by the health care provider in the event of an annual (or cumulative) experience loss.
2. Change Section 3.3 to the following: All entities shall have specific stop-loss reinsurance; as of September 2012, there is no limit to aggregate losses carried forward.
3. In sections 3.4.b, 3.4.c, 3.7, 3.8, 3.9, 3.12, and 4.6, change "8%" to "5%."
4. In section 3.13.c., change "12%." To "10%."

IN WITNESS WHEREOF, the entities have this day and year first above written set their respective hands and seals.

WITNESS/ATTEST:

BOARD OF EDUCATION OF
WICOMICO COUNTY, MARYLAND





Donald L. Fitzgerald, Board Chairman

WITNESS/ATTEST:

CITY OF SALISBURY

Jacob R. Day, Mayor

WITNESS/ATTEST

WICOMICO COUNTY, MARYLAND

Bob Culver, County Executive

Approved as to form and legal
sufficiency this _____ day of
_____, 2019.

County Attorney

Approved as to form and legal
sufficiency this _____ day of
_____, 2019.

Attorney, City of Salisbury

Approved as to form and legal
sufficiency this _____ day of
_____, 2019.

Attorney, Board of Education



City of
Salisbury
Jacob R. Day, Mayor

To: Julia Glanz, City Administrator
From: Amanda Pollack, P.E., Director of Infrastructure and Development
Date: June 18, 2019
Re: Ordinance for easement for the Rotary Labyrinth

AP

The Department of Infrastructure and Development received a request from the Rotary Club of Salisbury Foundation, Inc. to construct a labyrinth along the Riverwalk. Rotary is proposing to build the labyrinth for their 100th Anniversary Project and will donate it to the City for public use. The plans for the labyrinth are attached for reference.

Rotary requests consideration for an easement to enable the Rotary Club to construct the labyrinth along the Riverwalk. The property is owned by the City of Salisbury and is located at 201 East Market Street. The parcel located on the north side of the river, to the east of the South Division Street bridge. The easement, plat and deed are attached.

Unless you or the Mayor has further questions, please forward a copy of this memo, the Ordinance and the easement to the City Council.

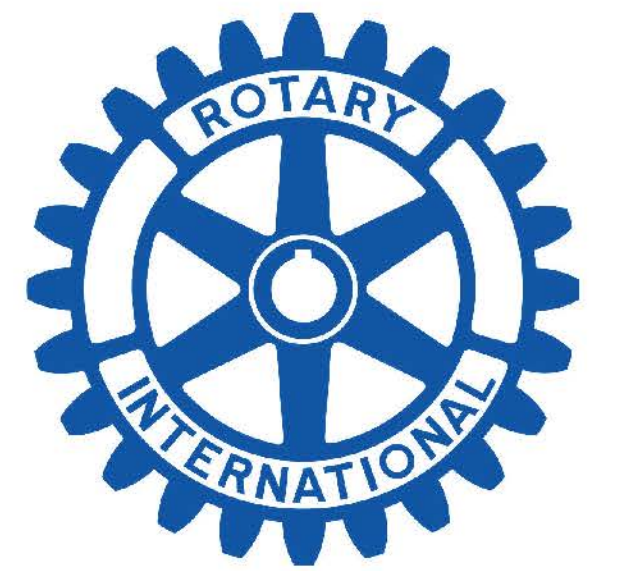
Rotary Club of Salisbury 100th ANNIVERSARY PROJECT

CONSULTANTS



ROTARY CLUB OF SALISBURY 100TH ANNIVERSARY PROJECT

200 South Division Street
Salisbury, MD 21801



ROTARY CLUB OF SALISBURY

Rotary Scout and
Community Center
1715 Riverside Drive
Salisbury MD 21801
USA

Professional Certification

I certify that these documents were prepared or approved by Finth E Jernigan, and that I am a duly licensed architect under the laws of the State of Maryland, license number 5446-A, expiration date: 8 October 2019

For the City of Salisbury, MD

Amanda Pollack, PE
Director, Infrastructure &
Development Department

PROJECT NO: DAL 17401

MODEL FILE: Labyrinth.dwg

DRAWN BY: JERNIGAN

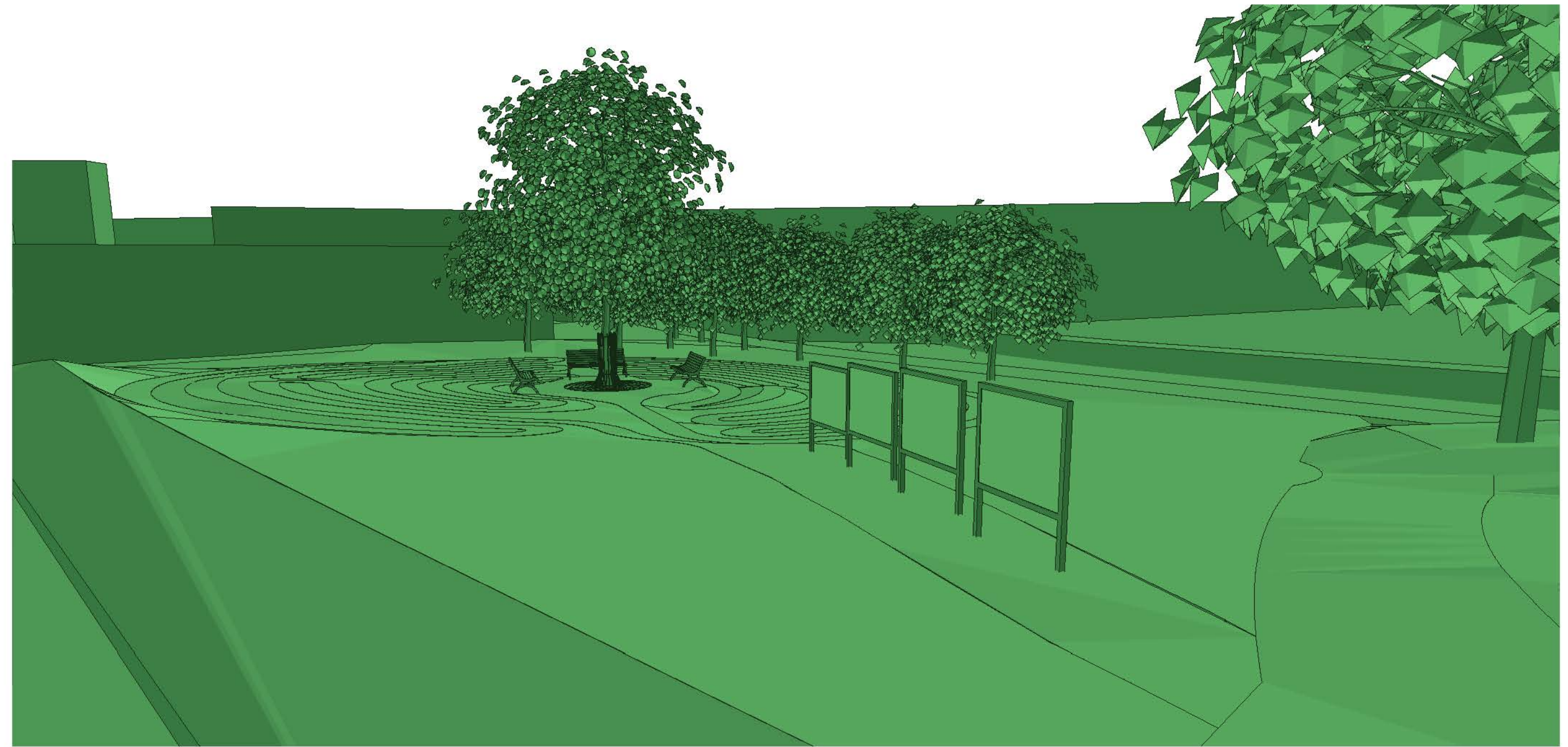
COPYRIGHT: DESIGN ATLANTIC LTD 2017
ALL RIGHTS RESERVED

SHEET TITLE

COVER SHEET

A1

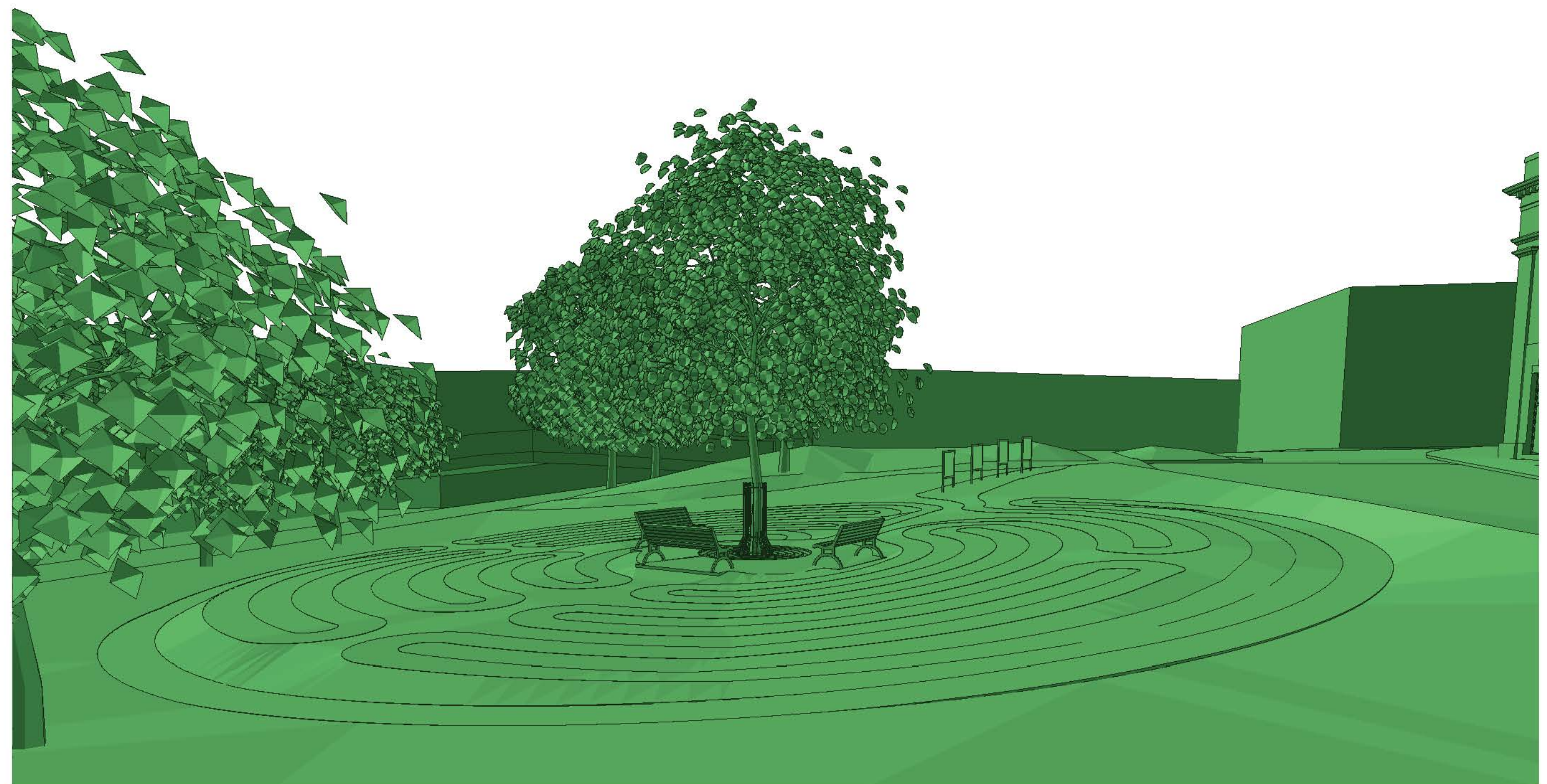
SHEET 1 OF 2



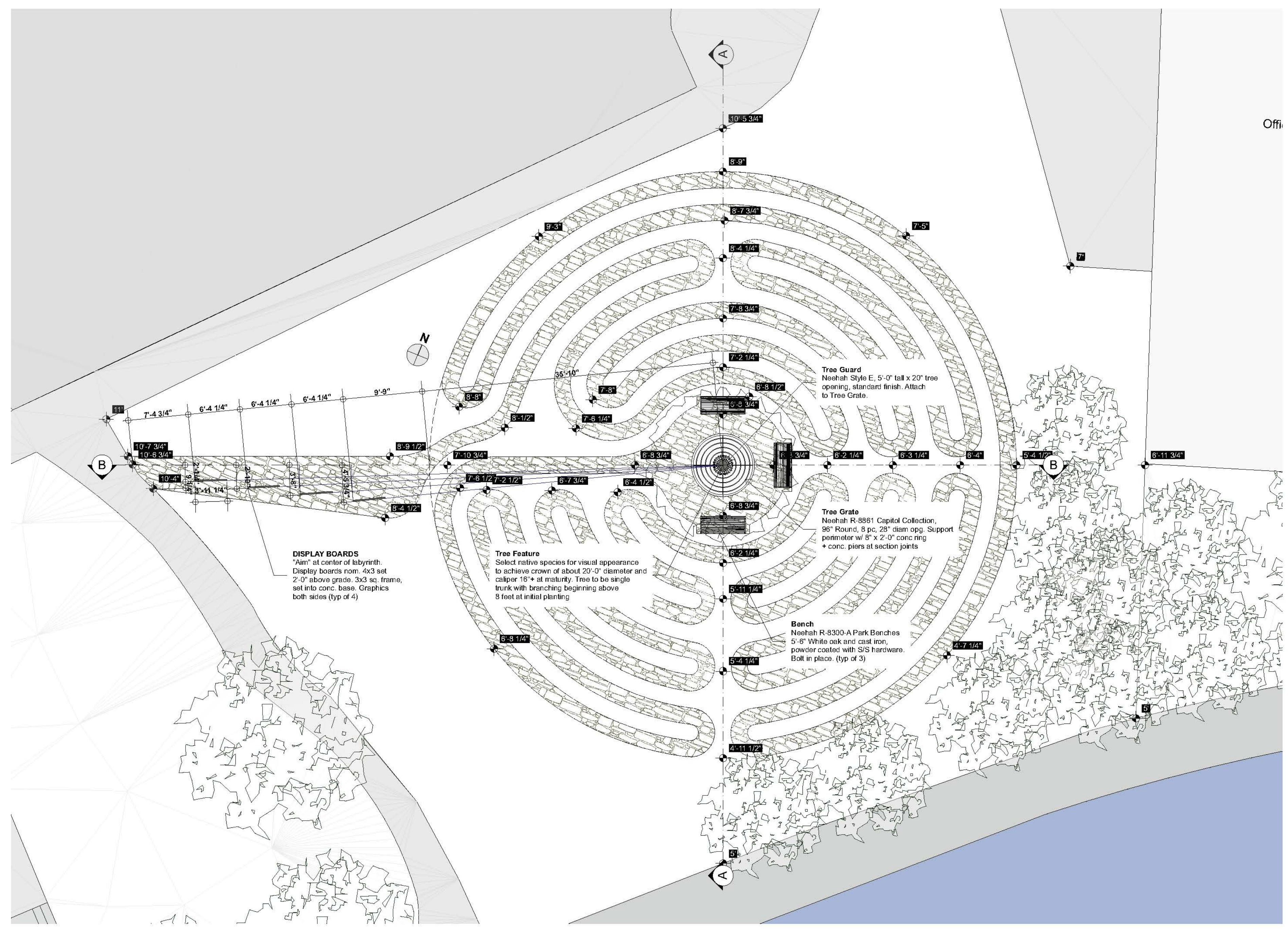
D1 From Library
SCALE: 1/8" = 1'-0"



B1 From Riverwalk
SCALE: 1/8" = 1'-0"



A1 From W Market
SCALE: 1/8" = 1'-0"



Labyrinth constructed using random flat paving stones. Color and shape similar to image. Variation of Chartres (France) labyrinth. Paths two feet wide with two foot grass separation (nb. pavers = 2310 sf). Park Bench seating & tree/grate in center of labyrinth. Signage with Rotary seal at entry to labyrinth. Three educational signboards along entry from S. Division/W. Market Streets to emphasize Rotary mission, peace, and fellowship.



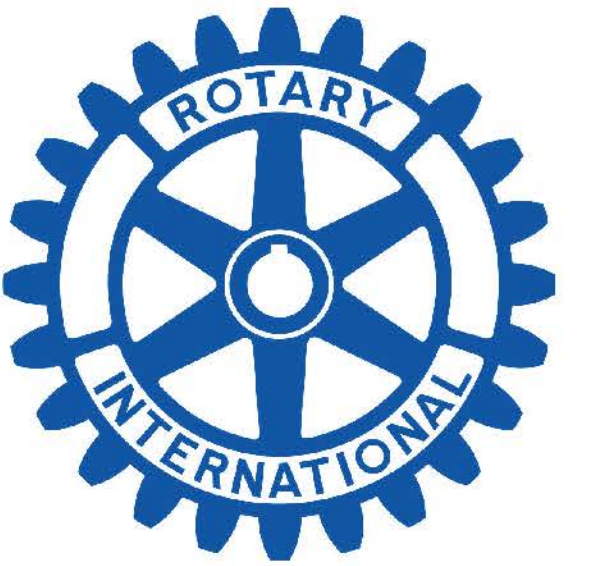
V:\Volumes\TRANSCEND\Projects\SALISBURY\labyrinth\labyrinth.dwg

CONSULTANTS



ROTARY CLUB OF SALISBURY
100TH ANNIVERSARY PROJECT

200 South Division Street
Salisbury, MD 21801



ROTARY CLUB OF SALISBURY

Rotary Scout and Community Center
1715 Riverside Drive
Salisbury MD 21801
USA

MARK	DATE	DESCRIPTION
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PROJECT NO: DAL 17401
MODEL FILE: Labyrinth.dwg

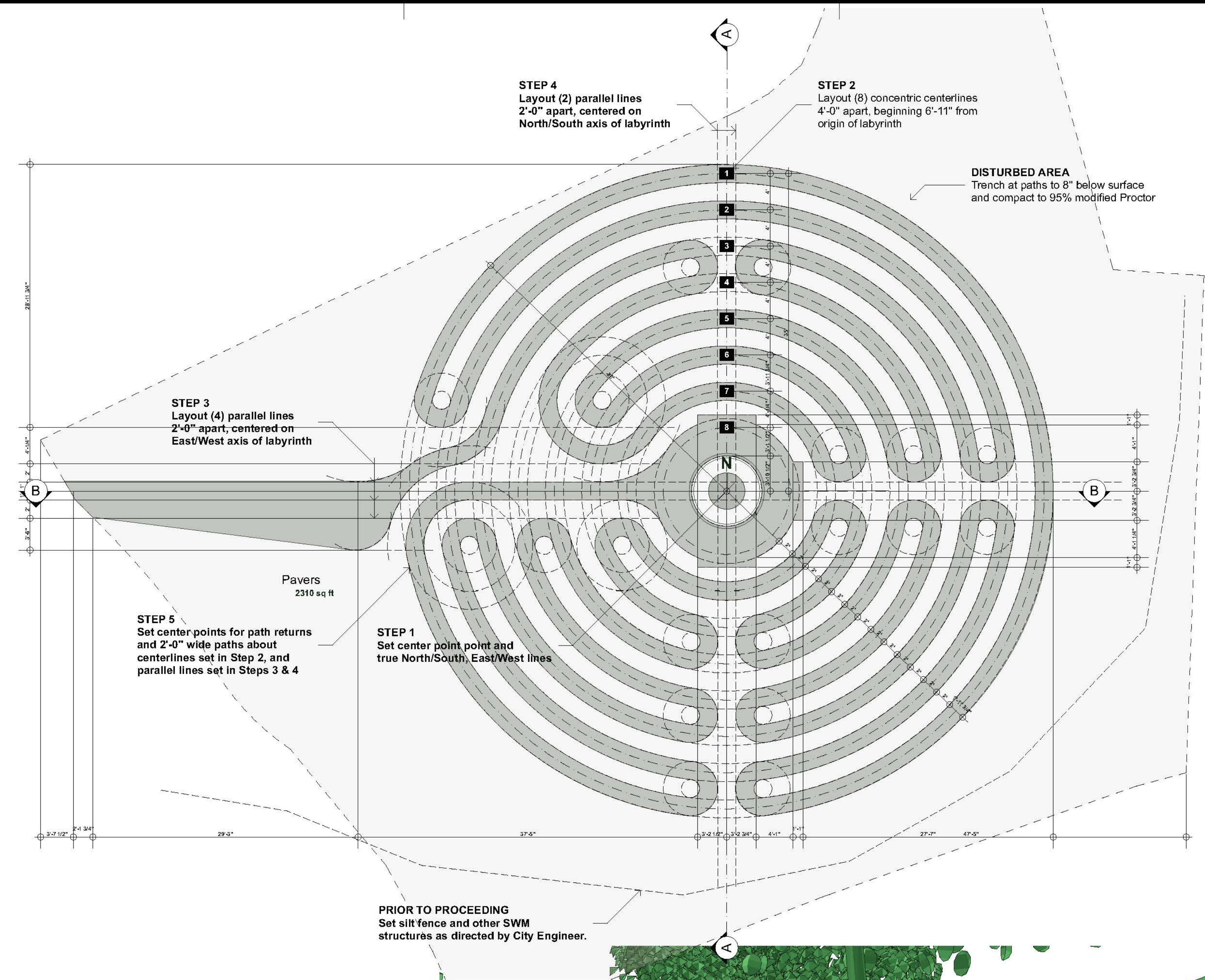
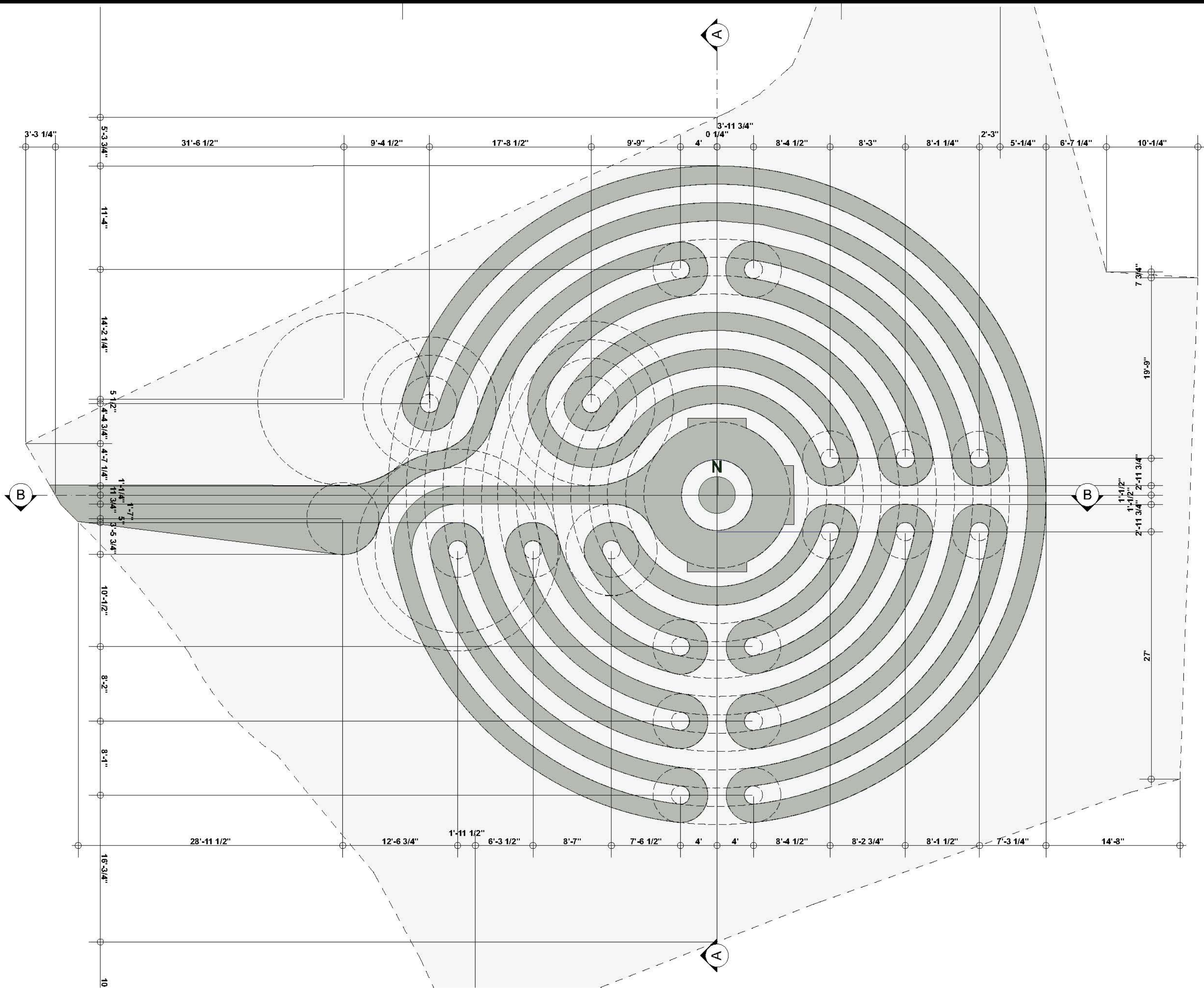
DRAWN BY: JERNIGAN
COPYRIGHT: DESIGN ATLANTIC LTD 2017
ALL RIGHTS RESERVED

SHEET TITLE

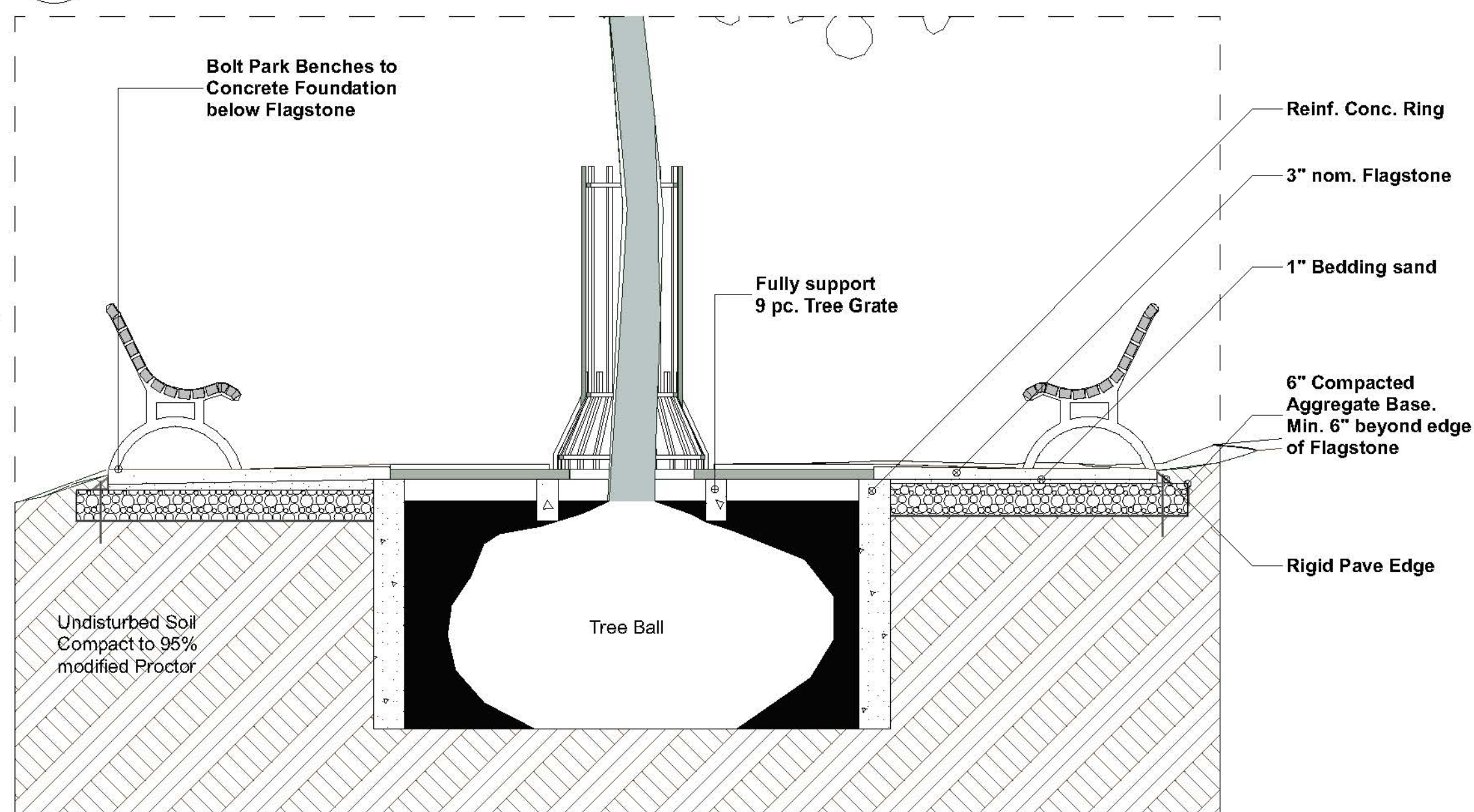
LAYOUT

A2

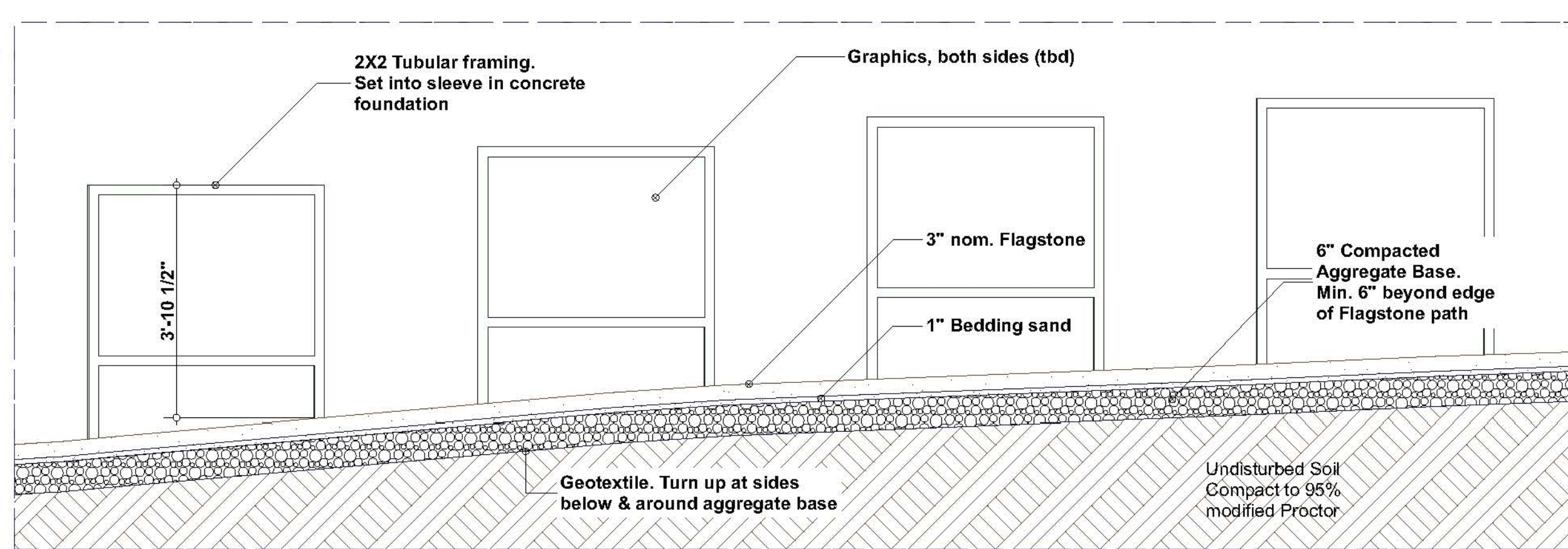
SHEET 2 OF 2



C1 PATH RETURNS
SCALE: 1/8" = 1'-0"

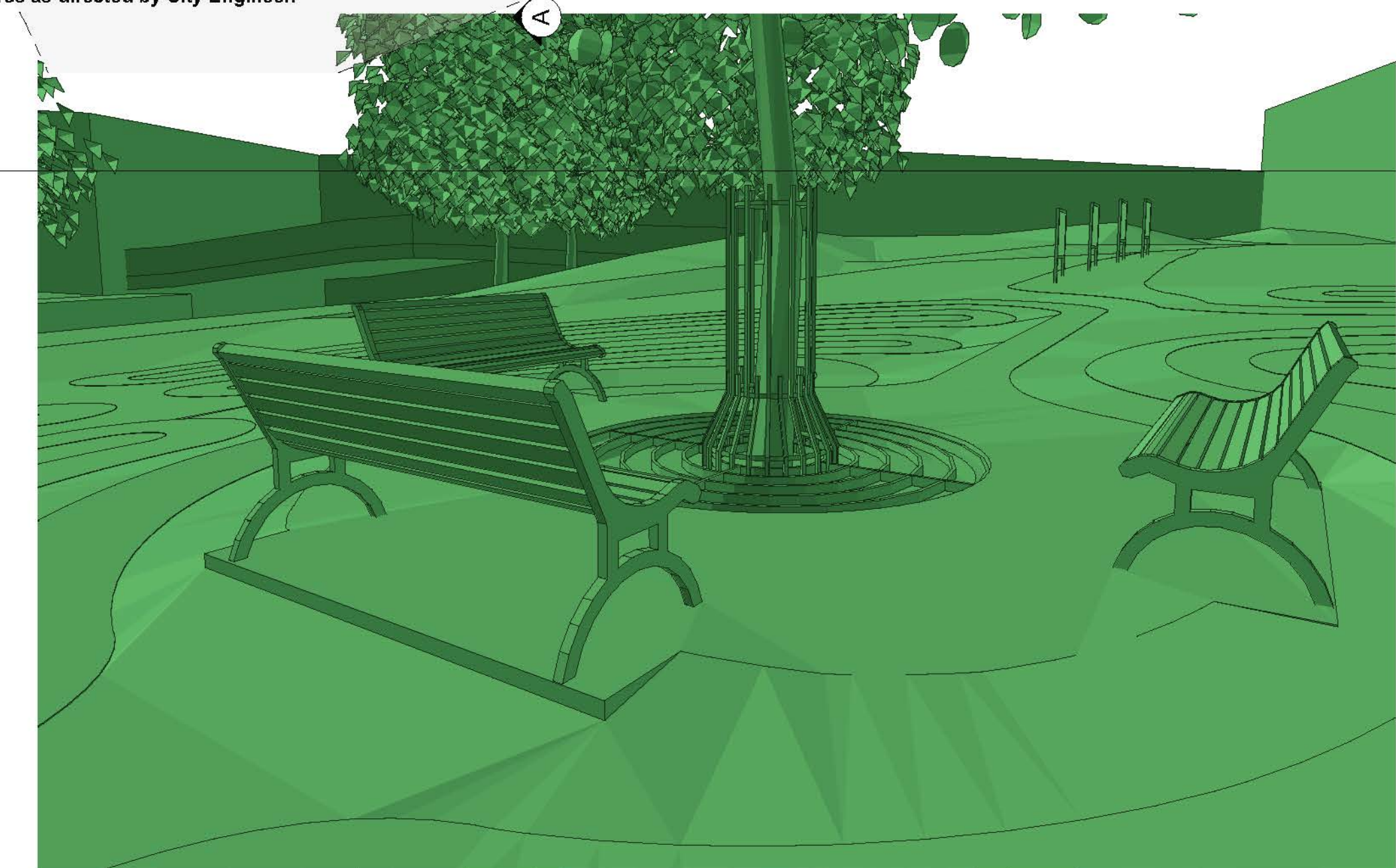


B1 TREE WELL
SCALE: 1/2" = 1'-0"

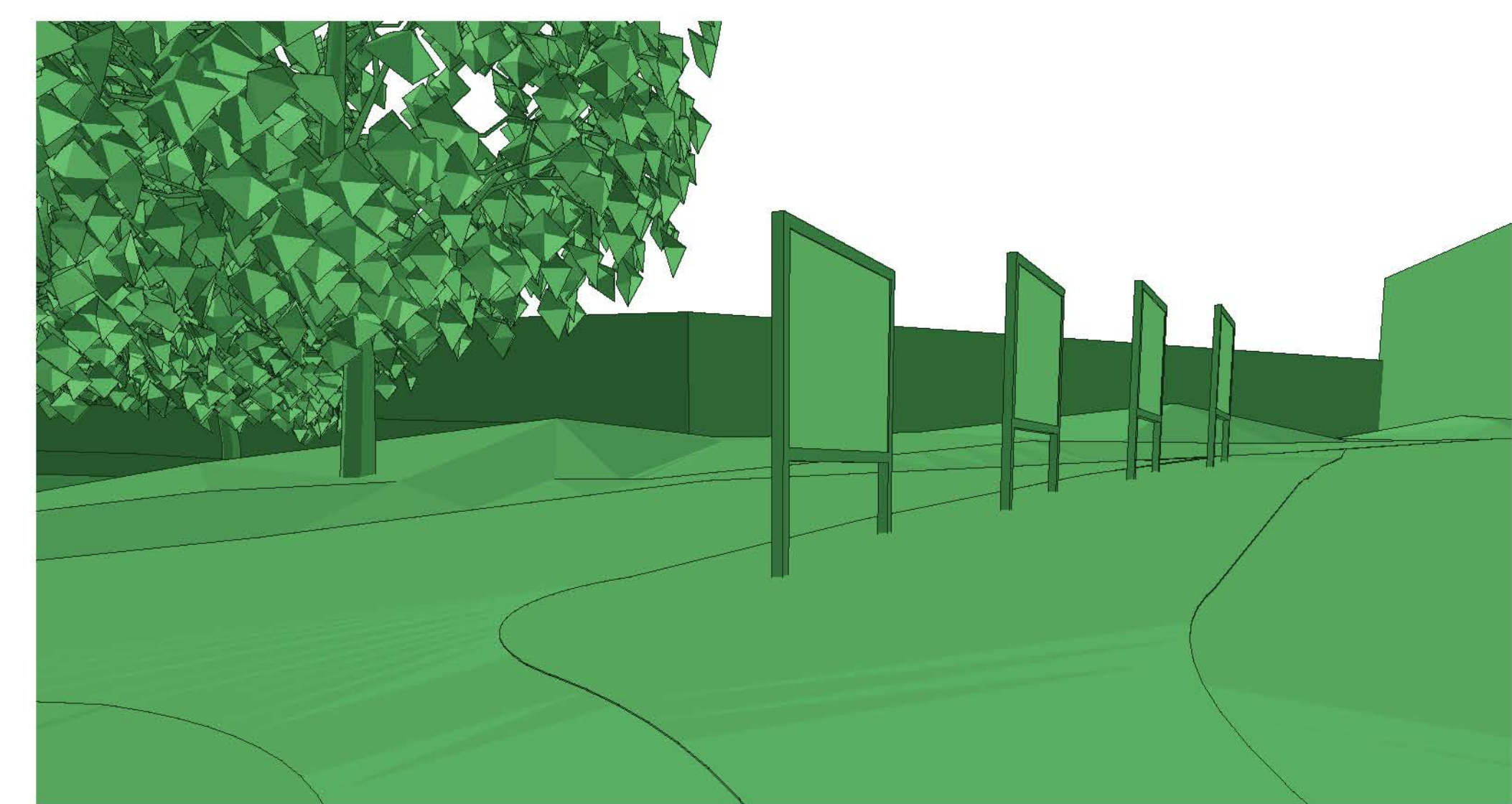


A1 ENTRY SIGNAGE
SCALE: 1/2" = 1'-0"

C4 LAYOUT STEPS
SCALE: 1/8" = 1'-0"



B5 Tree Well
SCALE: 1" = 10'



A5 Entry
SCALE: 1" = 10'

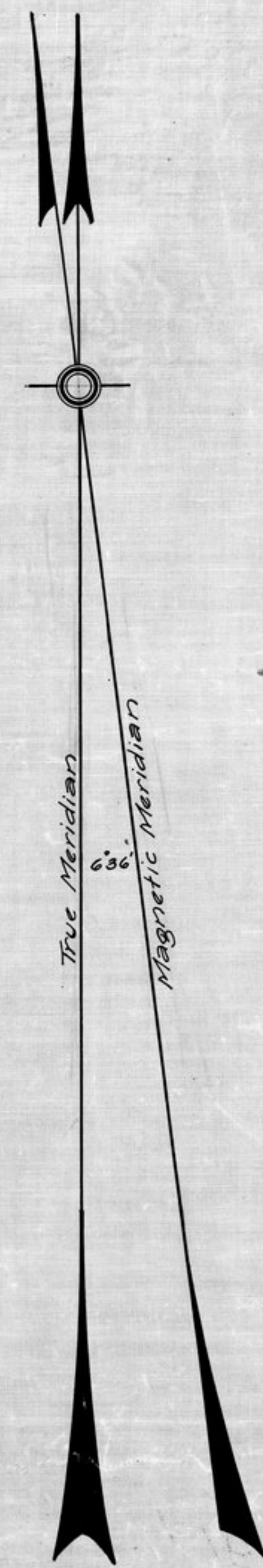
PAVE EDGE Standard

- Modified *PAVE EDGE* to allow for better pricing
- Stacking bar for easier stacking, storage and distribution

PAVE EDGE STANDARD offers features that are increasingly more important in today's market. Taking the original patented design and modifying certain features allows for better pricing without compromise. Although the dimensional profile has been reduced slightly for cost effectiveness, a stacking bar was integrated into the new design for easier distribution.

RIGID **FLEXIBLE** **CONNECTOR**

2 paveedge.com



JCK 114-598
FOLIO-END OF
BOOK

MAP OF PROPERTY
OF THE
SALISBURY REALTY CO.
SALISBURY, MD.

AUGUST 9, 1919. Scale 1 inch = 60 feet.
SURVEYED BY
P. S. SHOCKLEY S.W.C.



LIBER 821 PAGE 807

THIS DEED, Made this 3rd day of January, 1977, by B. Quillen Chandler, of Worcester County, State of Maryland, and William J. Ahtes, Jr., Robert L. David, R. Thomas Quillen, III, and John W. McCabe, Jr., all of Wicomico County, State of Maryland,

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good, valuable and sufficient considerations, receipt of which is hereby acknowledged, the said B. Quillen Chandler, William J. Ahtes, Jr., Robert L. Davis, R. Thomas Quillen, III, and John W. McCabe, Jr., do hereby grant and convey unto The City of Salisbury, a municipal corporation, of the State of Maryland, its successors and assigns, in fee simple, ALL that tract or parcel of land situate and lying at the Southeast corner of South Division Street and Market Street (formerly Dock Street), in the City of Salisbury, Parsons Election District, of Wicomico County, State of Maryland, and more particularly described as follows: BEGINNING for the outline of the same at a point formed by the intersection of the Easterly line of South Division Street and the Southerly line of Market Street as presently laid out, thence by and with the Southerly line of Market Street the following four (4) courses and distances: (1) North 43 degrees 17 minutes East 133.95 feet; (2) North 46 degrees 10 minutes East 10.00 feet; (3) North 52 degrees 47 minutes East 10.00 feet; and (4) North 57 degrees 11 minutes East 7.90 feet; thence running in a Southeasterly direction by and with the Easterly line of Lot No. 95 on a plat hereinafter referred to, to the Southeasterly corner of said Lot No. 95 and the Northerly side of the Wicomico River; thence running in a Westerly direction by and with the Northerly side of the Wicomico River and the Southerly lines of Lots Nos. 94 and 95 on the plat hereinafter referred to a distance of 139 feet, more or less, to the Easterly line of South Division Street; thence running in a Northwesterly direction by and with the Easterly line of South Division Street a distance of 92.8 feet, more or less, to the place of beginning.

Being all of Lots Nos. 93, 94 and 95, as shown on a plat of the property of the Salisbury Realty Company, dated August 9, 1919, and recorded among the Land Records

LIBER 821 PAGE 808

of Wicomico County, Maryland, in Liber J.C.K. No. 114, Folio 598; EXCEPT SO MUCH THEREOF, as was acquired by The City of Salisbury (1) by condemnation, as will appear by reference to a deed from Grace E. Freeny, widow, to William. T. Hutchings, dated February 26, 1930, and recorded among the Land Records aforesaid, in Liber I.D.T. No. 161, Folio 193, and (2) by deed from Deer's Head Realty Corporation, dated August 2, 1952, and recorded among the Land Records aforesaid, in Liber J.W.T.S. No. 342, Folio 586.

Being in all respects the same land which was acquired by B. Quillin Chandler, William J. Ahtes, Jr., Robert L. David, R. Thomas Quillen, III, and John W. McCabe, Jr., by deed dated May 1, 1973 and recorded among the Land Records for Wicomico County, Maryland, in Liber J.W.T.S. No. 790, Folio 111.

SAID LAND being subject to a storm water easement to The City of Salisbury from Deer's Head Realty, Inc., E. Brooks Bundick and Helen M. Bundick, his wife, Hugh F. Wilde and Patricia C. Wilde, his wife, dated November 17, 1966, and recorded among the Land Records aforesaid in Liber J.W.T.S. No. 643, Folio 80, and Liber J.W.T.S. No. 643, Folio 84.

REFERENCE to said deed, plat, easement and to preceding deeds of the property hereby conveyed and to the references contained therein is hereby made a part hereof as if herein fully set forth.

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the parcel of land hereinabove described unto and to the use of the said The City of Salisbury, its successors and assigns, forever in fee simple.

AND the said B. Quillin Chandler, William J. Ahtes, Jr., Robert L. David, R. Thomas Quillen, III, and John W. McCabe, Jr. do hereby covenant that there are no liens or encumbrances against said property and that they will warrant specially the property hereby granted and conveyed and that they will execute such other and further assurances

LIBER 821 PAGE 809

thereof as may be requisite.

WITNESS the due execution hereof the day and year first above written.

TEST:

<u>John M. Cottle</u>	<u>B. Quillin Chandler</u> (SEAL)
<u>John M. Cottle</u>	<u>William J. Ahtes, Jr.</u> (SEAL)
<u>John M. Cottle</u>	<u>Robert L. David</u> (SEAL)
<u>John M. Cottle</u>	<u>R. Thomas Quillen, III</u> (SEAL)
<u>John M. Cottle</u>	<u>John W. McCabe, Jr.</u> (SEAL)

STATE OF MARYLAND, COUNTY OF Wicomico, to-wit:

I HEREBY CERTIFY that on this 3rd day of January, 1974, before me, the undersigned officer, personally appeared B. Quillin Chandler and acknowledged the foregoing deed to be his act and deed.

AS WITNESS my hand and Notarial Seal the day and year first above written.

John M. Cottle
Notary Public

STATE OF MARYLAND, COUNTY OF WICOMICO, to-wit:

I HEREBY CERTIFY that on this 3rd day of January, 1974, before me, the undersigned officer, personally appeared William J. Ahtes, Jr. and acknowledged the foregoing deed to be his act and deed.

AS WITNESS my hand and Notarial Seal the day and year first above written.

John M. Cottle
Notary Public

STATE OF MARYLAND, COUNTY OF WICOMICO, to-wit:

I HEREBY CERTIFY that on this 3rd day of January, 1974, before me, the undersigned officer, personally appeared Robert L. David and acknowledged the foregoing deed to be his act and deed.

AS WITNESS my hand and Notarial Seal the day and year first above written.

John M. Cottle
Notary Public

STATE OF MARYLAND, COUNTY OF WICOMICO, to-wit:

I HEREBY CERTIFY that on this 3rd day of January, 1974, before me, the undersigned officer, personally appeared R. Thomas Quillen, III, and acknowledged the foregoing deed to be his act and deed.

AS WITNESS my hand and Notarial Seal the day and year first above written.

John M. Cottle
Notary Public

WICOMICO COUNTY CIRCUIT COURT (Land Records) AJS 821, p. 0809, MSA_CE100_796. Date available 02/08/2005. Printed 06/11/2019.

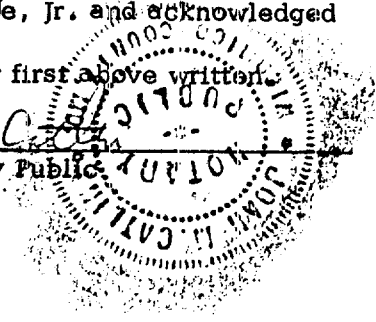
LIBER 821 PAGE 810

STATE OF MARYLAND, COUNTY OF WICOMICO, to-wit:

I HEREBY CERTIFY that on this 3rd day of January, 1974, before me, the undersigned officer, personally appeared John W McCabe, Jr. and acknowledged the foregoing deed to be his act and deed.

AS WITNESS my hand and Notarial Seal the day and year first above written.

John M. C...
Notary Public



Received for Record May 8, 1974 and recorded in the
Land Records of Wicomico County, Maryland in Liber A.J.S.
821, Folios 807-810

W. James Smith Clerk

MAY -8-74 * 29242 *****16.00
MAY -8-74 B #29242 *****16.00

W. J. Ed. 2009, 8/23/74

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND
GRANTING AN EASEMENT TO ROTARY CLUB OF SALISBURY
FOUNDATION, INC. ACROSS CITY OWNED PROPERTY, TAX MAP
NO. 107, PARCEL 883.**

WHEREAS, the City of Salisbury owns all that real property described in the Deed of Easement by and between the City and Salisbury and Rotary Club of Salisbury Foundation, Inc. (the “Easement”) attached to this Ordinance; and

WHEREAS, the Rotary Club of Salisbury Foundation, Inc. (“Rotary”) has requested to construct a labyrinth on the afore-referenced real property for the use of the public; and

WHEREAS, before commencing work to construct the labyrinth the Rotary has requested the City of Salisbury enter into the Easement attached hereto, granting Rotary the right to construct the labyrinth.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the City of Salisbury allows Rotary to construct the Rotary Labyrinth Project located on and within the real property described in the Easement, by and between Rotary Club of Salisbury Foundation, Inc. and the City of Salisbury, attached hereto, and that the Mayor is hereby authorized to execute the attached Easement for and on behalf of the City of Salisbury; and

BE IT FURTHER ORDAINED as follows:

- 1) That each provision of this Ordinance shall be deemed independent of all other provisions herein;
- 2) That if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable state 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 valid and enforceable;
- 3) That the recitals set forth hereinabove are incorporated into this section of this Ordinance as if specifically set forth at length herein;
- 4) That, upon its final passage, this Ordinance shall not be codified; and

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on _____ day of _____ 2019, and thereafter, a statement of the substance of this Ordinance having been published as required by law, was finally passed by the Council on the _____ day of _____ 2019.

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ATTEST:

Kimberly R. Nichols
City Clerk

John R, Heath, President
Salisbury City Council

Approved by me this

_____ day of _____, 2019.

Jacob R. Day
Mayor of the City of Salisbury

Exhibit A

Property Description

Tax map No. 107, Parcel 883, BEGINNING for the outline for the same at a point formed by the intersection of the Easterly line of South Division Street and the Southerly line of Market Street as presently laid out, thence by and with the Southerly line of Market Street the following four (4) courses and distances: (1) North 43 degrees 17 minutes East 133.95 feet; (2) North 46 degrees 10 minutes East 10.00 feet; (3) North 52 degrees 47 minutes East 10.00 feet; and (4) North 57 degrees 11 minutes East 7.90 feet; thence running in a Southeasterly direction by and with the Easterly line of Lot No. 95 on a plat hereinafter referred to, to the Southeasterly corner of said Lot No. 95 and the Northerly side of the Wicomico River; thence running in a Westerly direction by and with the Northerly side of the Wicomico River and the Southerly lines of Lots Nos. 94 and 95 on the plat hereinafter referred to in a distance of 139 feet, more or less, to the Easterly line of South Division Street; thence running in a Northwesterly direction by and with the Easterly line of South Division Street a distance of 92.8 feet, more or less, to the place of beginning.

Being all of Lots Nos. 93, 94 and 95, as shown on a plat of the property of the Salisbury Realty Company, dated August 9, 1919, and recorded among the Land Records of Wicomico County, Maryland, in Liber J.C.K. No. 114, Folio 598; EXCEPT SO MUCH THEREOF, as was acquired by the City of Salisbury (1) by the condemnation, as will appear by reference to a deed from Grace E. Freeny, widow, to William. T. Hutchings and Katherine Hutchings, his wife, dated February 26, 1930 and recorded among the Land Records of Wicomico County, Maryland in Liber I.D.T. No. 161, Folio 193, and (2) by deed from Deer's Head Realty Corporation, dated August 2, 1952, and recorded among the Land Records Aforesaid, in Liber J.W.T.S. No. 342, Folio 586.

Exhibit B

Project Description:

To celebrate the Rotary Club of Salisbury's centennial, the club plans to construct a labyrinth for peace in Downtown Salisbury. The labyrinth is similar to the one in Chartres Cathedral (France), and will be the 6th Rotary labyrinth in the world. Once established it will be used in a proactive way to reduce conflict and promote peace in our community.

The labyrinth will provide "a space leading to mutual respect, strengthening relationships, and increasing tolerance while decreasing aggression and conflict." It will be a space for use by: the Salisbury Police to positively interact with the students whom they mentor, teach, and coach, and who participate in the Law Enforcement Explorer Post; the Department of Conflict Analysis and Dispute Resolution at Salisbury University to utilize for class activities; the school systems and other organizations to use for community circles which build community and respond to harm; and the community to hold memorial events, such as 9/11.

It can also be used in other ways as well. For example, it will be a space for the Rotary Club of Salisbury to sponsor or cosponsor new events such as World Labyrinth Day. Events such as this bring people together. It will be a space to teach Tai Chi and Capoeira (Brazilian martial arts). And, it is a space where anyone can contemplate, meditate, and reflect.

The radius of the labyrinth is 36 feet and its circumference is 72 feet. It will be constructed using random flat paving stones. Paths will be 2 feet wide with 2-foot grass separation. In the center there will be a park bench and tree/grate. There will be several signs near the entrance of the labyrinth.

Deed of Easement

The City of Salisbury, a municipal corporation of the State of Maryland, (“City” or “Grantor”) does hereby grant and convey unto the Rotary Club of Salisbury Foundation, Inc., a corporation organized pursuant to the laws of Maryland, its licensees, successors, and assigns, (“Grantee”), for one dollar and other valuable consideration, receipt of which is hereby acknowledged, a right of way and easement (the “Easement”) on the real property described as Tax Map No. 107, Parcel 883, the “Property,” as more particularly described in Exhibit A, for the construction, erection, and use by the general public of the Rotary Labyrinth Project as described in Exhibit B, both exhibits are attached hereto and incorporated by reference herein (the “Improvements”).

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement granted to the general public, and all rights and privileges incident thereto.

Grantee, at its sole cost and expense, shall pay for the full cost of the Improvements and hereby grants and conveys all such Improvements to the City, which shall maintain the Improvements and procure general liability insurance on the Improvements.

The Grantor shall provide water to the Property for the purpose of irrigation. The Grantor shall install a water meter on the Property, but the water shall be provided at no cost to the Grantee.

The Grantor shall be solely responsible for providing whatever stormwater management and erosion control is required for the Grantee’s use of the Property, if any, as provided for herein.

The Grantor shall be responsible for processing and recording the Easement at no cost to Grantee.

The Easement granted hereby shall be in perpetuity except that if the Improvements shall ever be removed from the property and no use made of the Easement for a continuous period of one (1) year then the Grantor shall have the right, in its sole and absolute discretion, to terminate the Easement granted hereby by a Notice of Termination filed in the Land Records of Wicomico County, Maryland.

The provisions of this Easement shall run with the land and bind the parties and their respective successors and assigns.

This Easement shall be construed and enforced in accordance with the laws of the State of Maryland.

Executed and delivered this _____ Day of _____ 2019.

WITNESS/ATTEST:

GRANTOR:

The City of Salisbury, a Municipal Corporation of the State of Maryland

By: _____ (SEAL)

Name:

Title:

GRANTEE:

The Rotary Club of Salisbury Foundation, Inc., a Maryland Corporation

By: _____ (SEAL)

Name:

Title:



City of
Salisbury
Jacob R. Day, Mayor

To: Mayor and City Council
From: Jennifer Miller
Director of Procurement
Date: June 12, 2019
Subject: Declaration of Surplus
1141 S. Division Street, Parcel 0200

The City of Salisbury owns the following property, a location map and SDAT of which are attached:

- 1141 S. Division Street, Parcel 0200

On the corner of Olney and S. Division Streets, this 18,000 sq. ft property was retained by the City for the purposes of a street realignment project in conjunction with Salisbury University. However, due to a different configuration of the adjacent athletic fields, this project is no longer viable, and the City does not wish to develop this parcel for municipal purposes.

Pursuant to Chapter 2.36 of the Salisbury, Maryland, Code of Ordinances, City-owned real property must be deemed surplus by the Director of Procurement, who is then to make a recommendation to City Council as to the sale or disposition of such real property. If approved by Council, the Department of Procurement shall then be directed to invite proposals for development or prepare an advertisement for auction sale.

The Department of Procurement hereby requests Council's approval to declare this parcel surplus, and to allow the City to proceed with the disposition as noted.

Attachments: 2

Search Result for WICOMICO COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration				
Tax Exempt:		Special Tax Recapture:							
Exempt Class:		NONE							
Account Identifier:		District - 13 Account Number - 012199							
Owner Information									
Owner Name:		CITY OF SALISBURY			Use:		EXEMPT COMMERCIAL		
Mailing Address:		125 DIVISION ST SALISBURY MD 21801-5030			Principal Residence:		NO		
					Deed Reference:		/02824/ 00386		
Location & Structure Information									
Premises Address:		1141 S DIVISION ST SALISBURY 21801-0000			Legal Description:		L-18,000SQFT 1141 S DIVISION ST S OF SALISBURY		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0048	0002	0200		0000				2019	Plat Ref:
Special Tax Areas:					Town:		NONE		
					Ad Valorem:				
					Tax Class:				
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use	
						18,000 SF			
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
Value Information									
		Base Value		Value		Phase-in Assessments			
				As of		As of		As of	
				01/01/2019		07/01/2018		07/01/2019	
Land:		135,000		135,000					
Improvements		0		0					
Total:		135,000		135,000		135,000		135,000	
Preferential Land:		0						0	
Transfer Information									
Seller: FINNEY, MALINDA &				Date: 07/30/2007		Price: \$150,000			
Type: ARMS LENGTH IMPROVED				Deed1: /02824/ 00386		Deed2:			
Seller: STEERE, GILBERT J & DOROTHY M				Date: 07/30/2007		Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: /02824/ 00382		Deed2:			
Seller:				Date:		Price:			
Type:				Deed1:		Deed2:			
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2018		07/01/2019			
County:		650		135,000.00		135,000.00			
State:		650		135,000.00		135,000.00			
Municipal:		650		0.00 0.00		0.00 0.00			
Tax Exempt:		Special Tax Recapture:							
Exempt Class:		NONE							
Homestead Application Information									
Homestead Application Status: No Application									
Homeowners' Tax Credit Application Information									
Homeowners' Tax Credit Application Status: No Application					Date:				

1. This screen allows you to search the Real Property database and display property records.
2. Click [here](#) for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. The following pages are for information purpose only. The data is not to be used for legal reports or documents. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.



Map:0115
Parcel3114
Hse#: 1200

Map:0048
Parcel0202
Hse#: 1137

Map:0048
Parcel0234
Hse#: 108

Map:0117
Parcel3273
Hse#: 109

Map:0117
Parcel3273
Hse#: 107

Map:0117
Parcel3273
Hse#: 105

Map:0117
Parcel3273
Hse#:

Map:0117
Parcel3273
Hse#: 103

Map:0117
Parcel3273
Hse#: 101

BATEMAN ST

S DIVISION ST

Map:0117
Parcel3273
Hse#:

Map:0048
Parcel0553
Hse#: 109

Map:0048
Parcel0200
Hse#: 1141

ONLEY RD

Map:0117
Parcel3150
Hse#: 1301

Map:0117
Parcel3152
Hse#: 1145

Map:0117
Parcel3191
Hse#: 102

Map:0117
Parcel3189
Hse#: 106

Map:0117
Parcel3187
Hse#: 110

Map:0117
Parcel3185
Hse#: 114

Map:0117
Parcel3192
Hse#: 113

Map:0117
Parcel3152
Hse#: 1147

Map:0117
Parcel3190
Hse#: 104

Map:0117
Parcel3188
Hse#: 108

Map:0117
Parcel3186
Hse#: 112

Map:0117
Parcel3184
Hse#: 116

Map:0117
Parcel3220
Hse#: 115

Map:0117
Parcel3154
Hse#: 1149

Map:0117
Parcel3155
Hse#: 1151

Map:
Parcel
Hse#:

Map:0117
Parcel3182
Hse#: 104

Map:0117
Parcel3182
Hse#: 104

Map:0117
Parcel3157
Hse#: 1155

Map:0117
Parcel3156
Hse#: 1153

Map:0117
Parcel3183
Hse#: 102

Map:0117
Parcel3181
Hse#: 106

PERRY DR