

RESOLUTION NO. 2323

A RESOLUTION OF THE CITY OF SALISBURY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ACCEPTING USE OF AND AUTHORIZATION TO CONDUCT REPAIR ON 511 DECATUR AVENUE FOR THE PURPOSE OF UTILIZING THE PROPERTY AS A CITY SERVICE CENTER.

WHEREAS, The City of Salisbury will enter into a 3 year MOU agreement with The Wicomico Housing Authority for the use of 511 Decatur Ave as a city service center; and,

WHEREAS, the city of Salisbury will invest in refurbishment to the exterior and interior of the property for suitable accommodations so the property may be utilized as a city service center; and,

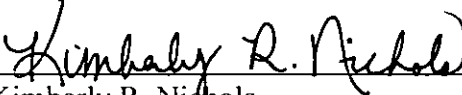
WHEREAS, the refurbishment to the property will be at the expense of the city of Salisbury which is estimated at \$10,000; and,

WHEREAS, the police department currently has funds available in the police services building maintenance account to cover the estimated cost of the refurbishment of the property.

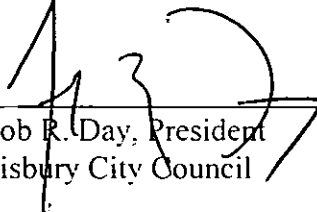
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND authorizes the city to enter into a 3 year MOU with the Wicomico Housing Authority for the use of 511 Decatur Ave as a city service center.

THIS RESOLUTION was duly passed at a meeting of the Council of the City of Salisbury held on October 14, 2013, and is to become effective immediately upon adoption.

ATTEST:



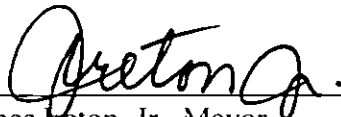
Kimberly R. Nichols
City Clerk



Jacob R. Day, President
Salisbury City Council

APPROVED BY ME THIS:

18th day of October, 2013



James Meton, Jr., Mayor



JAMES IRETON, JR.
MAYOR
TOM STEVENSON
ACTING CITY ADMINISTRATOR

MARYLAND
699 W. SALISBURY PARKWAY
SALISBURY, MD 21801
TEL: 410-548-3165
August 1, 2013

BARBARA DUNCAN
CHIEF OF POLICE


TO: Tom Stevenson
FROM: Major David Meienschein
SUBJECT: Resolution -- Memorandum of Understanding -- 511 Decatur Ave

Attached, please find a Resolution to enter into a Memorandum of Understanding with The Wicomico Housing Authority to utilize the property located at 511 Decatur Ave as a city service center. The MOU is for a period of 3 years. The city of Salisbury will invest in the property by refurbishing the exterior and interior of the property. These improvements are necessary in order to inhabit the building which has sat vacant for some time and is in need of repair. An estimated cost of these repair are \$10,000.

The investment in and use of this property will greatly enhance the capability of Salisbury public services such as police, code compliance, and public works by providing a satellite location to conduct city business, provide additional workspace, and provide a location to have community meetings in an area of the city that is in need of enhanced services.

At the end of the 3 year MOU the property may be returned to The Wicomico Housing Authority with repairs in place at no cost to the housing authority unless the city and the housing authority both agree to reenter into another MOU extending use of the property to the city.

Unless you, or the Mayor, have further questions, please forward this Resolution to the City Council.


Major David Meienschein
Administrative Commander

Attachment

MEMORANDUM OF UNDERSTANDING

The Wicomico County Housing Authority (Lessor) and the Salisbury Police Department (Lessee) enter into this agreement that the Lessee will occupy the premises known as 511 Decatur Avenue (property) for the purpose of a police substation, with an initial approval period of three (3) years.

1. The property will be maintained by the Lessee as follows:
 - a. All utilities will be maintained by the Lessee. Lessee will reimburse Lessor for the costs of water, sewer and trash.
 - b. Lessee will maintain the exterior landscaping.
 - c. All repairs done during the period of the lease will be the responsibility of Lessee.
 - d. Any upgrades or changes will be done at the expense of Lessee, including voluntary structural changes.
 - e. Lessor may schedule an inspection at least once a year.

2. An inspection of the property has already been completed and the following observations were made:
 - a. The window frames and windows in at least three (3) locations need to be replaced due to water damage and rotting wood.
 - b. There is a need for some lead paint abatement.
 - c. All appliances, including the refrigerator, water heater and stove need to be repaired or replaced.
 - d. The heating system, plumbing, and electrical system need to be repaired and brought up to code.
 - e. All trash, old appliances, broken glass, & clothing need to be removed.
 - f. The entire property needs to be cleaned, disinfected, and treated by a pest control service.
 - g. The front door and storm door need to be replaced.
 - h. The front and side steps need to be leveled and stabilized.
 - i. The black mold underneath the house needs to be abated.
 - j. There is missing insulation underneath the house that needs to be replaced.
 - k. As it stands at the time of inspection, the property should be completely gutted out.

3. At the time control of the property is returned to lessor, the property will be returned in at least as good a condition as now exists, with normal wear and tear. All upgrades and repairs, including appliances, will remain with the property. The wall that has been identified for removal will be replaced.

4. Lessor will not be liable for occurrences in the dwelling, except that Lessor will remain responsible for any clean up or removal of pre-existing contamination or hazardous substances present on the property at the beginning of this lease.

5. Lessee will assume all responsibility for injuries to persons or damage to property that occurs after the beginning of this lease, and will fully insure the property under the City's insurance policy.
6. This MOU shall allow the property to remain under Lessee's control for a period of three (3) years. At the end of this three (3) year period Lessee will relinquish the property to Lessor, or renew this MOU for an additional three (3) years upon agreement of the parties. Lessee retains the right to end the contract at any time after providing thirty (30) days written notice to Lessor.
7. This three (3) year MOU is effective on the date that this memorandum is signed by the property owner or authorized designee and the person authorized to execute this MOU on behalf of the City of Salisbury.

For the City of Salisbury

Date

Narcinda Church, Director of
Wicomico County Housing Authority

Date