



CITY OF SALISBURY COUNCIL MEETINGS

Welcome and thank you for attending this public meeting. We appreciate your interest in what is happening in your City. Please familiarize yourself with the meeting procedures below:

Presiding Officer

The Council President is responsible for conducting the meeting and managing any public comment period. When the Council President is not present, the Council Vice President conducts the meeting.

Public Participation in City Council Meetings

1. In accordance with the Maryland Open Meetings Act, the general public is entitled to attend and observe all meetings of the Mayor and Council except in appropriate circumstances when meetings of the public bodies may be closed under the Act.
2. To encourage community engagement, the Council allows public comment using the following guidelines:
 - a. Work Sessions – persons desiring to speak on matters specific to the topics on the agenda may do so for up to three (3) minutes after each topic has been presented.
 - b. Regular Meetings – persons desiring to speak on any matter may do so for up to four (4) minutes during the “Public Comments” portion of the meeting.
 - c. Please fill out a comment form from the table as you enter Council Chambers, and turn it in to the Clerk.
 - d. The Council President will call you up to the podium. For the record, please state your name, whether you are a resident within the corporate limits of Salisbury, and any organization affiliation you are representing.
 - e. Questions posed by the public during the public comment portion will be logged and tracked by the City Clerk. The City Clerk will forward the questions to the appropriate individual or body for a response.
3. Those in attendance shall be courteous to one another, the Council, and to the proceedings while the Council is in session. Side conversations within the Council Chambers should be kept to a minimum and should not be disruptive.
4. The public body may have an individual removed if it is determined that the behavior of the individual is disruptive. Engaging in verbal comments intended to insult or slander anyone may be cause for termination of speaking privileges and/or removal from Council Chambers.
5. Please approach the City Clerk if you have questions or materials for the Council.

Please silence your cellphone.



**SALISBURY CITY COUNCIL
WORK SESSION AGENDA**

MARCH 18, 2024

Salisbury Headquarters at 115 S. Division Street and Zoom Video Conferencing

PUBLIC COMMENTS WILL BE HEARD AFTER EACH OF THE FOLLOWING ITEMS:

- 4:30 p.m. TIF application for Village at Salisbury Lake discussion- Joe DeLuca Jr. and Reiss Rosenthal, owners and Owen Thomas, NVR (builder)
- 4:45 p.m. Abandoned shopping cart legislation discussion- Housing & Community Development Department (HCDD) Director Muir Boda
- 5:00 p.m. Tax Lien Property MOU discussion- HCDD Director Muir Boda
- 5:15 p.m. Update on Anne Street Village- HCDD Director Muir Boda
- 5:25 p.m. Administration and Council Comments
- 5:30 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).*

Join Zoom Meeting
<https://us02web.zoom.us/j/88163253286?pwd=K3RtZUhUMHNUcDRPU2lHbnROQzZVUT09>
Meeting ID: 881 6325 3286
Passcode: 812389
Phone: 1.301.715.8592

3/15/2024



City of Salisbury

TO: City Council
FROM: Kim Nichols, City Clerk
SUBJECT: Tax Increment Financing (TIF) Application for Village at Salisbury Lake
DATE: March 15, 2024

The attached documents were provided by the developer in preparation for the discussion on the TIF Application for the Village at Salisbury Lake. They plan to provide a PowerPoint and additional handouts at Monday's Work Session. Attachments include:

1. Final Comprehensive Development Plan approval letter from the Salisbury Planning Commission
2. Exterior renderings
3. Comprehensive Development Plan drawings

Attachments



City of
Salisbury
John "Jack" R. Heath, Mayor

July 21, 2023

Brock Parker, PE, RLS, QP
Parker & Associates, Inc.
528 Riverside Dr.
Salisbury, MD 21801

RE: CASE # 22-014 – FINAL COMPREHENSIVE DEVELOPMENT PLAN APPROVAL – VILLAGE AT SALISBURY LAKE – PRD #11 Planned Residential District No. 11 – Village at Salisbury Lake – M-0109, G-0002, P-2518

Dear Mr. Parker,

The Salisbury Planning Commission, at its July 20, 2023, meeting, **APPROVED** the Final Comprehensive Development Plan for the proposed Village at Salisbury Lake development at the referenced property as submitted, subject to the following Conditions of Approval:

CONDITIONS:

1. The site shall be developed in accordance with a Final Comprehensive Development Plan Approval;
2. Submit a sign plan for Planning Commission approval prior to the issuance of sign permits;
3. At least 52 of the 88 townhouse units shall have a one-car garage;
4. The Design Guidelines shall be amended as future phases are developed, if applicable;
5. Obtain Forest Conservation approval prior to approval of the Subdivision plat;
6. A Homeowner's Association shall be created to maintain open space, recreation and stormwater management facilities, drainage and maintenance easements and forest conservation easements. The Homeowner's Association must be approval by the Planning Commission prior to approval of the Final Subdivision Plat;
7. Remove conditions 4, 7, and 12 as presented in the Staff Report, Section VI. Planning Comments; and
8. This approval is subject to further review and approval by the Salisbury Department of Infrastructure and Development, the Salisbury Fire Department, and other agencies as appropriate.
9. The developer shall be in good standing with the State Department of Assessment and Taxation prior to the start of construction.

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

Sincerely,

Brian Soper
City Planner

Department of Infrastructure & Development
125 N. Division St., #202 Salisbury, MD 21801
410-548-3170 (fax) 410-548-3107
www.salisbury.md



Civic Ave



CIVIC AVE

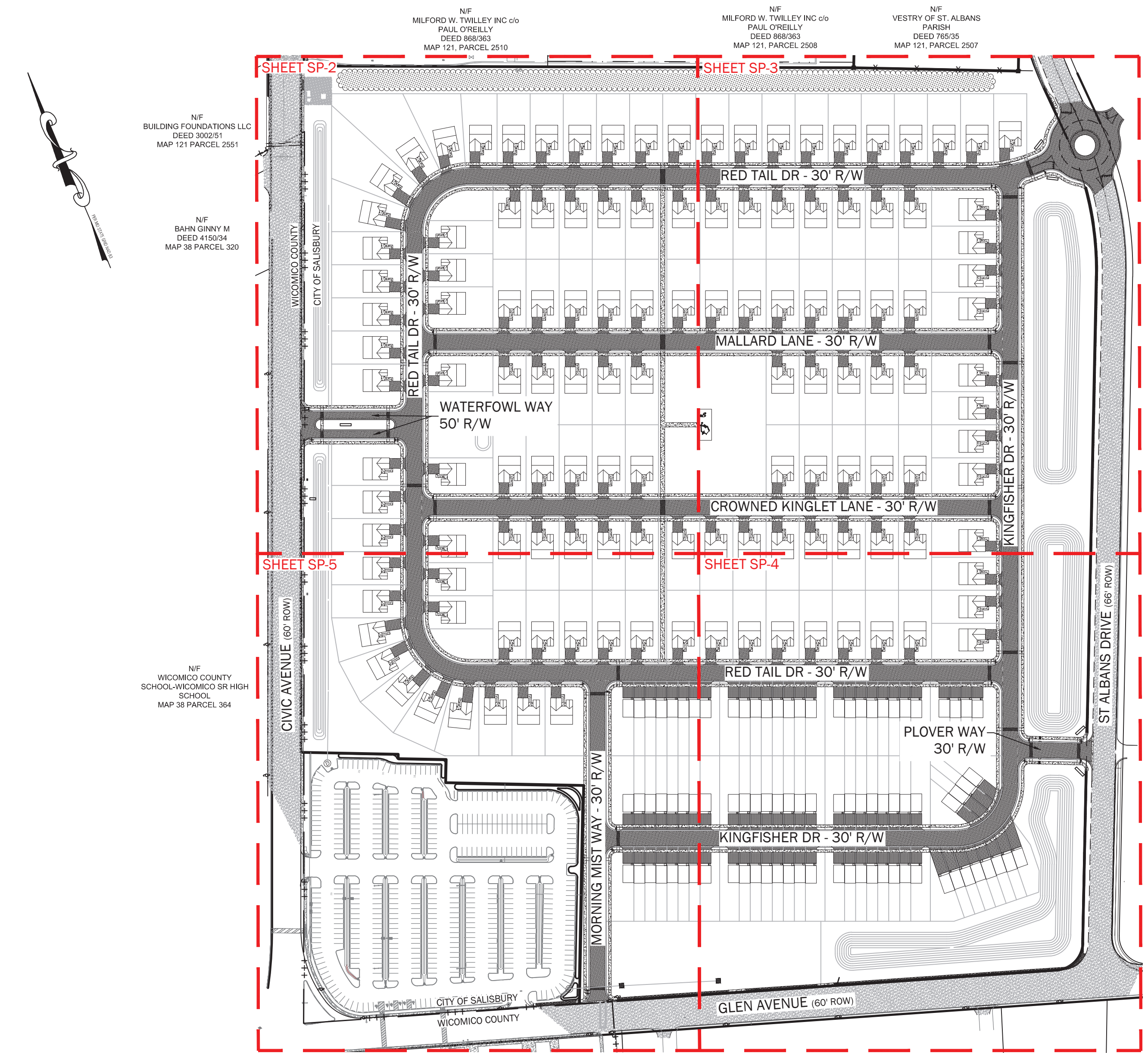
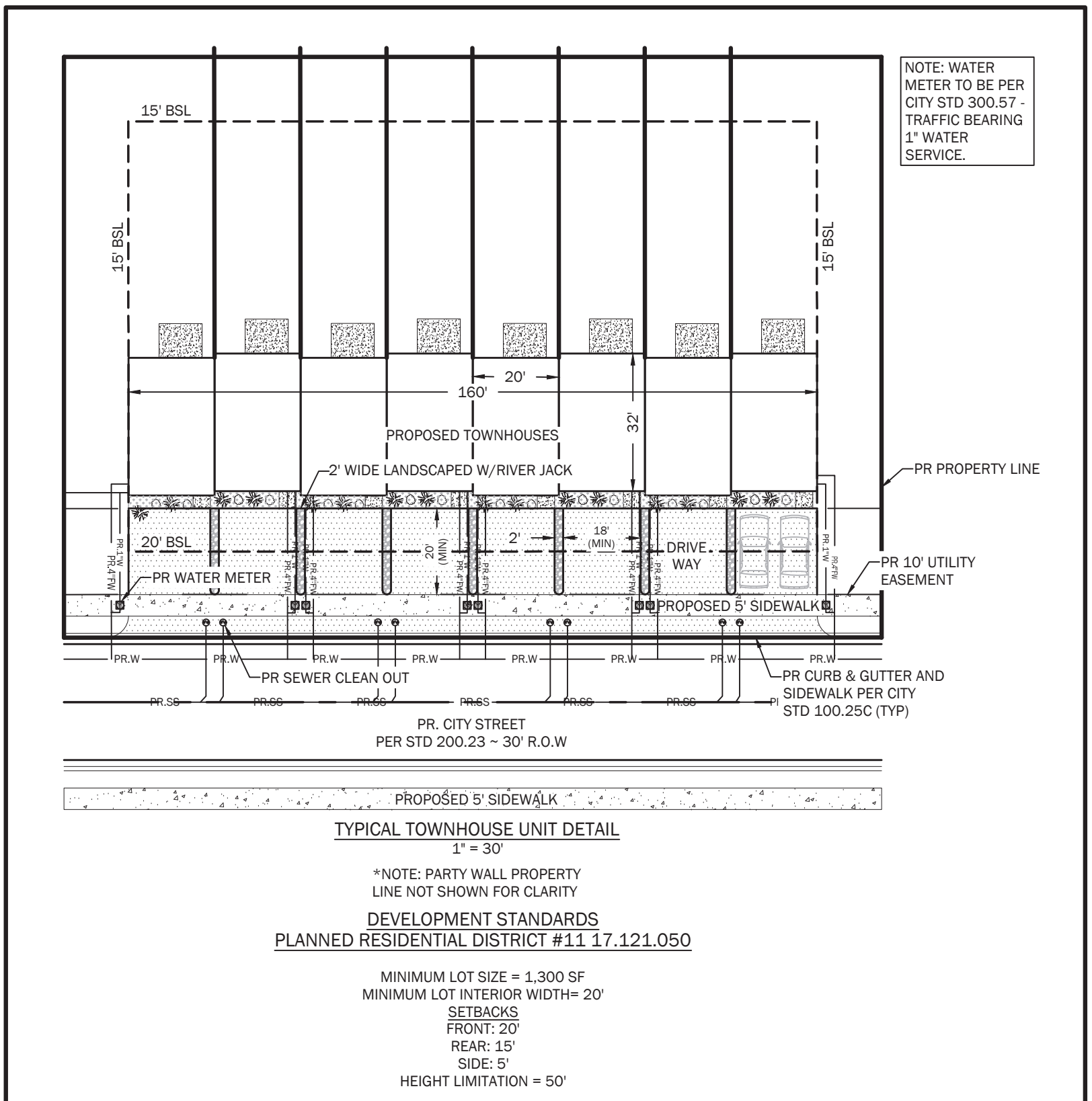
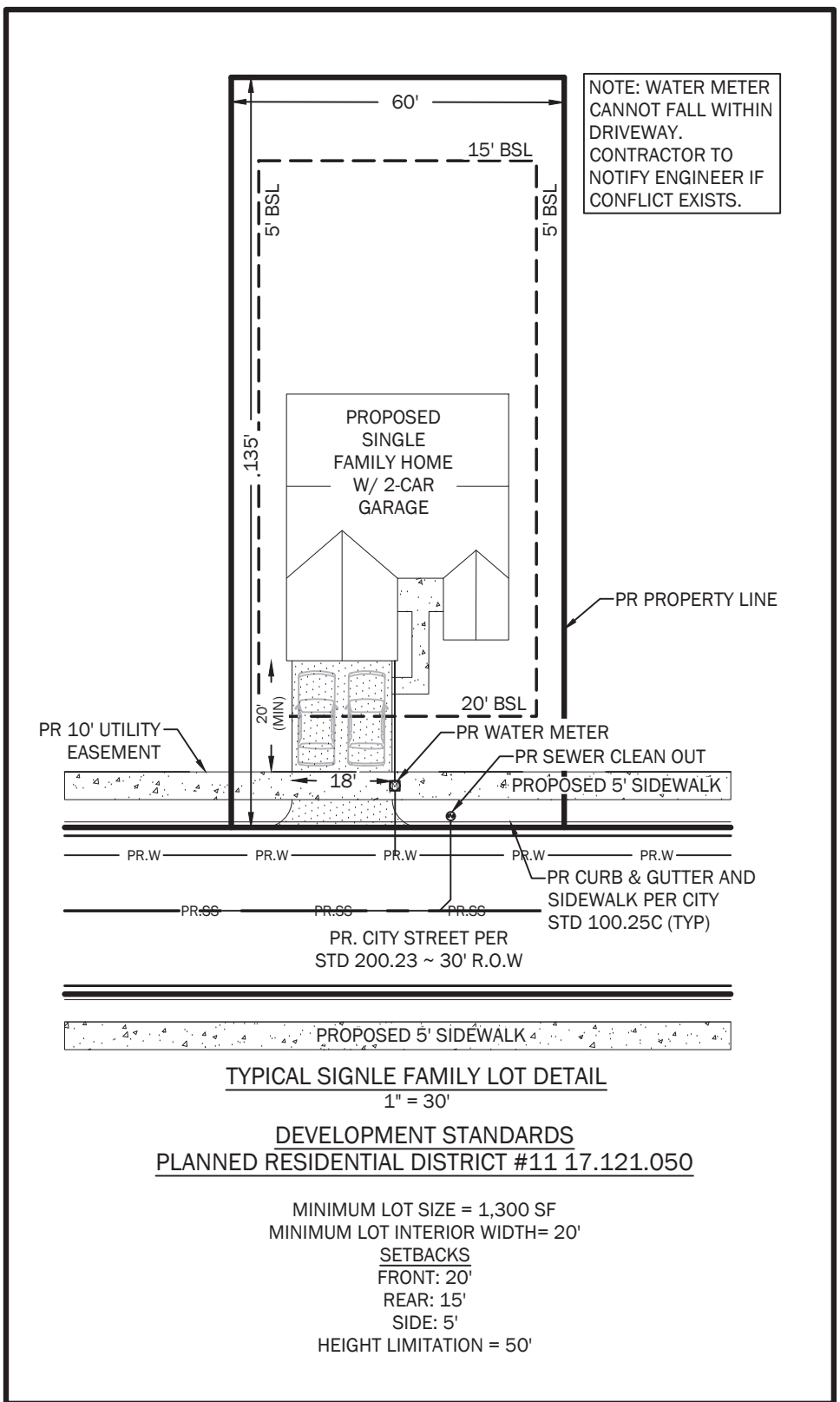
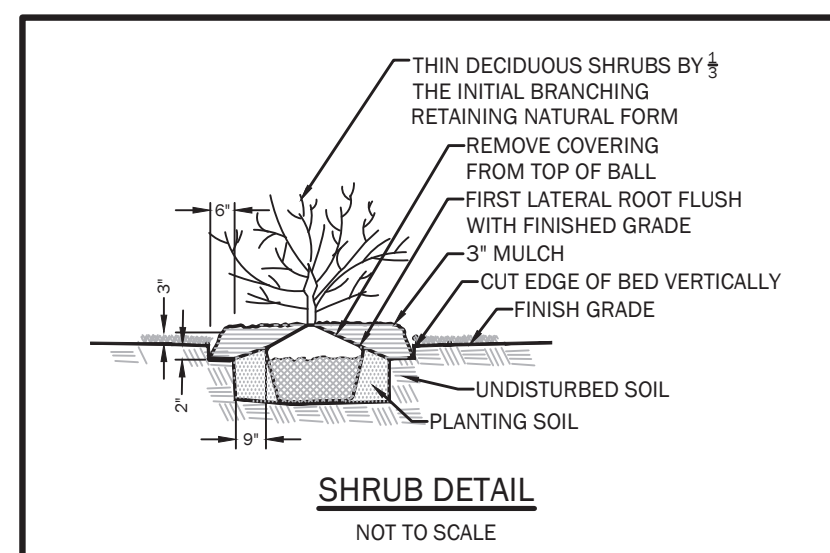
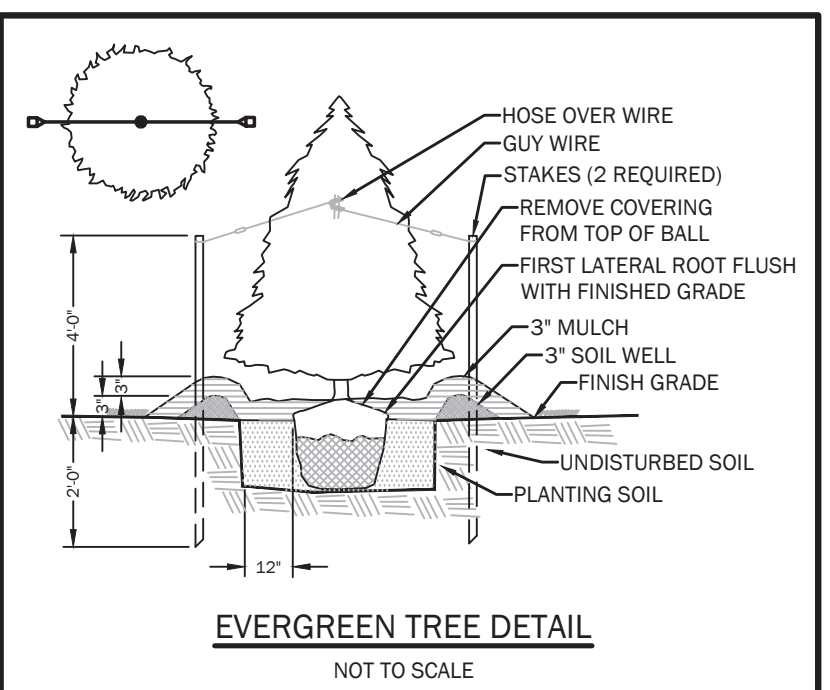
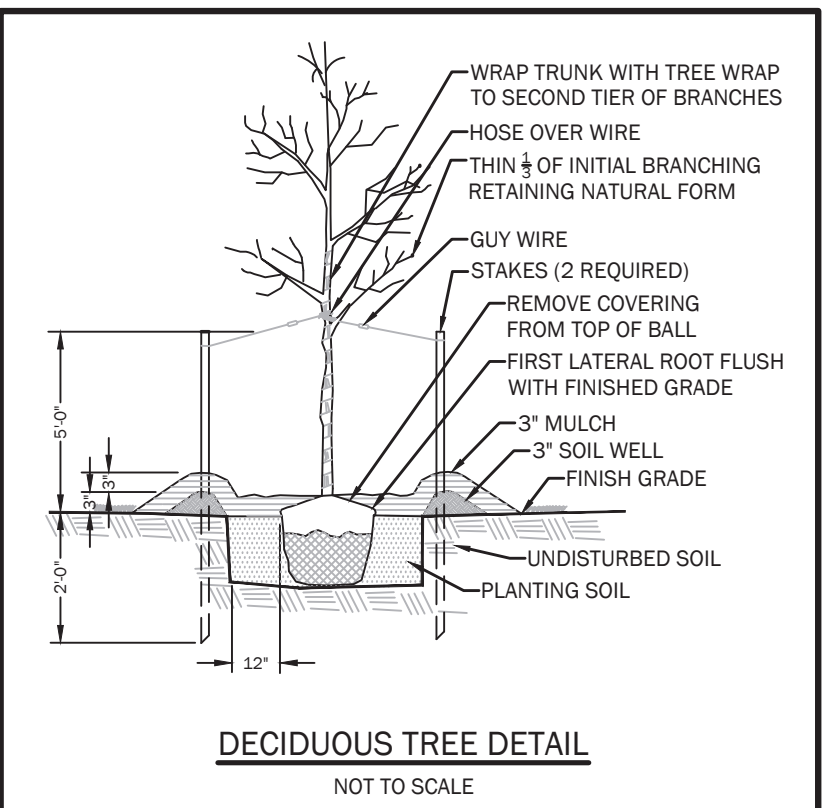




Civic Ave

SYMBOL	DESCRIPTION	COUNT
	- 3' CALIBER, 6' TALL (AT PLANTING) DECIDUOUS SHADE TREE PLANTING LOCATION. TO CONSIST OF LONDON PLANE, RED MAPLE, RIVER BIRCH, SYCAMORE, PIN OAK, OR SIMILAR SPECIMEN TREE.	111
	- 5'-6' TALL (AT PLANTING) EVERGREEN SCREENING TREE PLANTING LOCATION. TO CONSIST OF LEYLAND CYPRESS OR SIMILAR SPECIMEN TREE.	81
	- 3' SMALL DECIDUOUS FLOWERING ORNAMENTAL SPECIMEN TREE PLANTING LOCATION. TO CONSIST OF NATCHEZ CREPE MYRTLE, TUSCARORA CREPE MYRTLE, FLOWERING KWAZAAN CHERRY, DOGWOOD, OR SIMILAR SPECIMEN TREE.	45
	- KNOCKOUT ROSE 5 GAL	13
	- INKBERRY 5 GAL	13

NOTE:
 1. FOUNDATIONS TO BE PLANTED AND CONSIST OF A MIXTURE OF DECIDUOUS AND EVERGREEN SHRUBS (PINK SUMMERSWEET, BURNING BUSH, HYPERICUM, SPIRAEA, AZALEAS, AND JUNIPERS) AND A MIXTURE OF GROUND COVERS AND PERENNIALS (JUNIPERS AND FLOWERS, WITH ANNUAL COLOR TO BE SUPPLEMENTED WHERE APPLICABLE).
 2. MINIMUM 4" OF TOPSOIL IN ALL LANDSCAPE BEDS.
 3. MINIMUM 2" OF MULCH IN ALL LANDSCAPE BEDS.
 4. ALL AREAS TO GET SEEDING PER SHEET ESC-4, UNLESS OTHERWISE DIRECTED IN FIELD PER MDE INSPECTORS.



LEGEND	
	- EXISTING WATER VALVE
	- EXISTING FIRE HYDRANT
	- EXISTING SEWER MANHOLE
	- PROPOSED SANITARY SEWER MANHOLE
	- PROPOSED SEWER CLEAN OUT
	- PROPOSED LIGHT
	- EXISTING STORM DRAIN MANHOLE
	- PROPOSED STORM DRAIN MANHOLE
	- EXISTING STORM DRAIN INLET
	- PROPOSED STORM DRAIN INLET
	- EXISTING STORM DRAIN CATCH BASINS
	- PROPOSED STORM DRAIN CATCH BASINS
	- EXISTING UTILITY POLE
	- PROPOSED UTILITY POLE
	- EXISTING ROAD SIGN
	- PROPOSED ROAD SIGN
	- EXISTING STREET SIGN
	- PROPOSED STREET SIGN
	- EXISTING WATER METER
	- PROPOSED WATER METER
	- EXISTING FIRE HYDRANT
	- PROPOSED FIRE HYDRANT
	- EXISTING EDGE OF PAVEMENT
	- EXISTING PAVEMENT/CURB/CONCRETE TO BE REMOVED
	- EXISTING STORM DRAIN
	- EXISTING STORM DRAIN TO BE REMOVED
	- PROPOSED PAVEMENT MARKING
	- EXISTING PROPERTY BOUNDARY
	- ADJACENT PROPERTY LINE
	- EXISTING CONTOURS
	- PROPOSED CONTOURS
	- PROPOSED EDGE OF PAVEMENT
	- PROPOSED CURB
	- EXISTING BUILDING
	- PROPOSED STORM DRAIN
	- PROPOSED PROPERTY LINE
	- CORPORATE LIMIT
	- SILT FENCE/LIMIT OF DISTURBANCE
	- PROPOSED BUILDING
	- BUILDING SET BACK LINE
	- EXISTING WATER MAIN
	- PROPOSED WATER MAIN
	- EXISTING SEWER LINE
	- PROPOSED SEWER LINE
	- PROPOSED ESD FACILITY
	- PROPOSED SWALE
	- SOILS LINE
	- EXISTING WOODS TO REMAIN
	- EXISTING WOODS TO BE REMOVED
	- PROPOSED WOODS LINE
	- PROPOSED ROAD CENTERLINE
	- PROPOSED SWALE CENTERLINE
	- EXISTING FENCE
	- PROPOSED DRAINAGE EASEMENT
	- PROPOSED BIO MEDIA
	- EXISTING PAVING
	- EXISTING PAVING TO BE REMOVED
	- PROPOSED PAVING
	- EXISTING CONCRETE
	- EXISTING CONCRETE TO BE REMOVED
	- RIPRAP

COMPREHENSIVE DEVELOPMENT PLAN

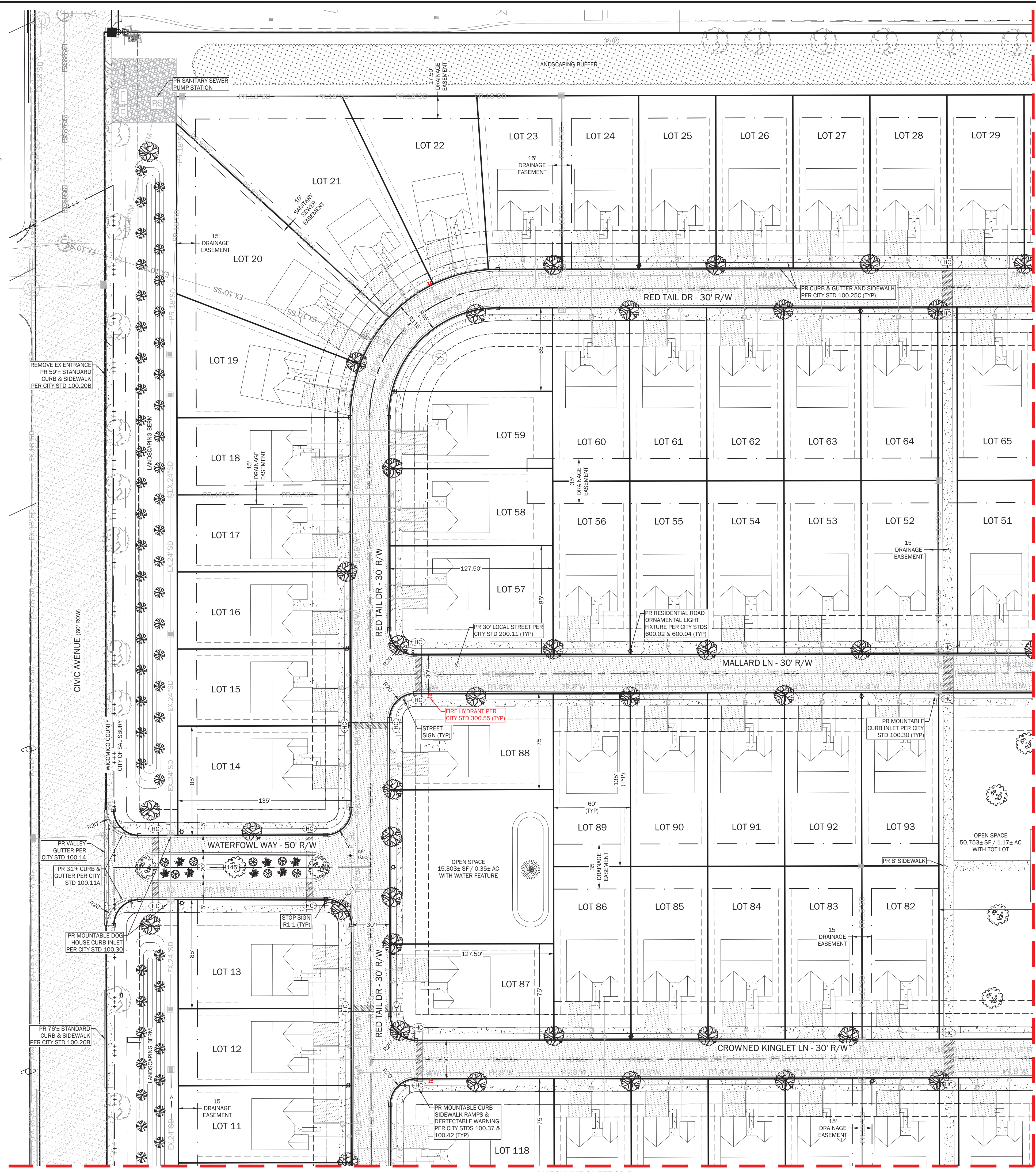
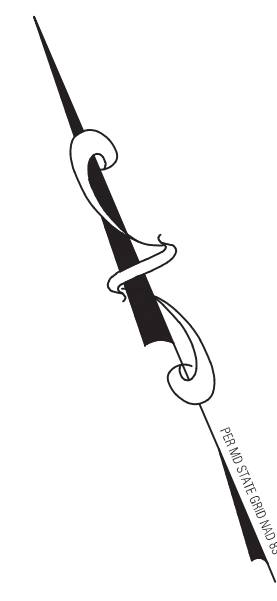
OVERALL SITE PLAN
VILLAGE AT SALISBURY LAKE
 ROAD NAME: ST ALBANS DRIVE, CIVIC AVE & GLEN AVENUE
 FOR: ELU DELUCA SALISBURY APT, LLC
 SALISBURY ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND

SCALE: 1" = 150'
 SHEET NO. S10283COPPS SITE.DWG
 DATE: 05/18/23
 DWT/SMAN
 RBA
 2518
 PLAN

REVISIONS
 DATE
 DATE

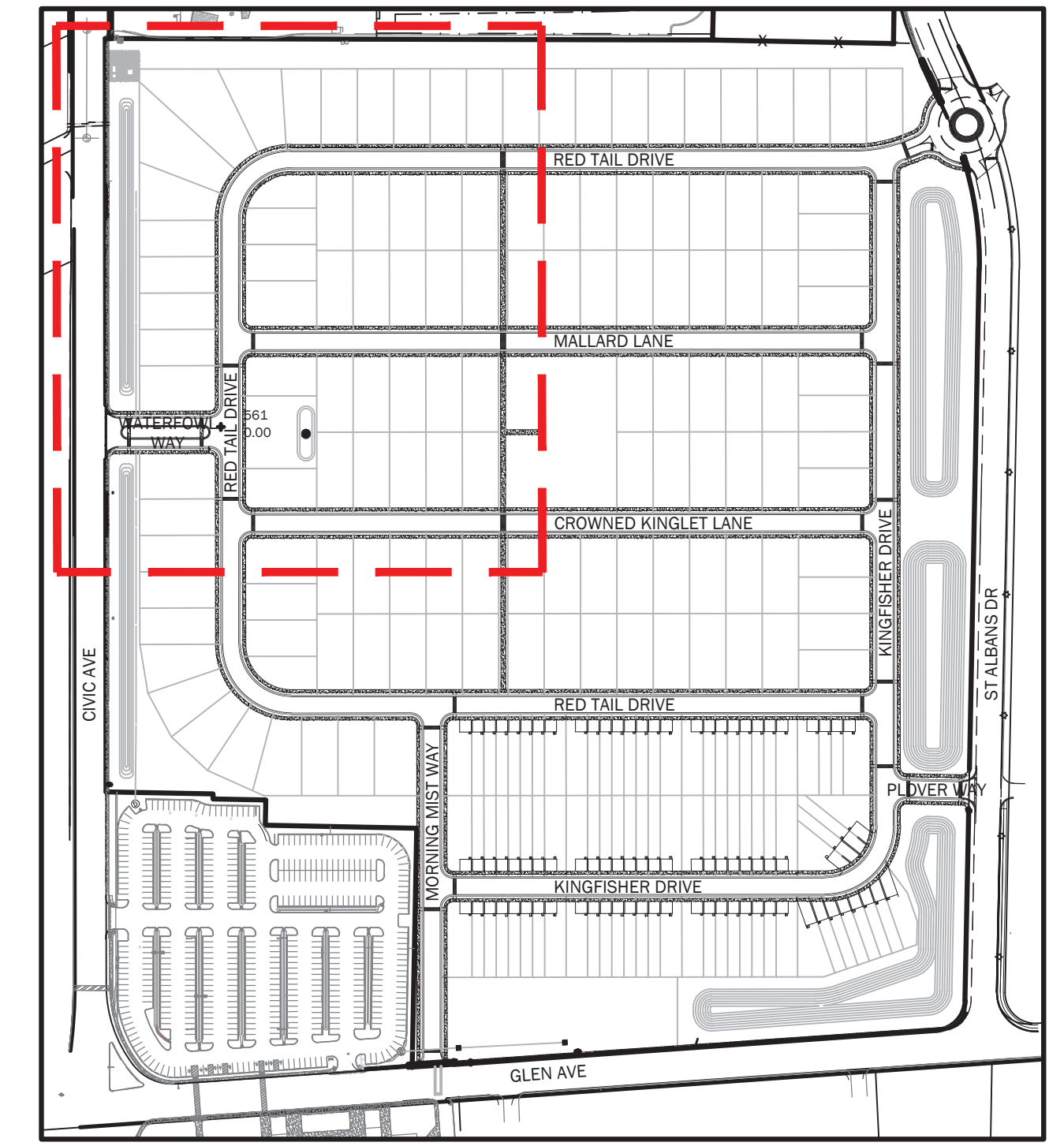
PROFESSIONAL ENGINEER
 STATE OF MARYLAND
 LICENSE NO. 2170
 P. PARKER & ASSOCIATES

JUN 01, 2023 9:41 AM



MATCHLINE SHEET SP-5

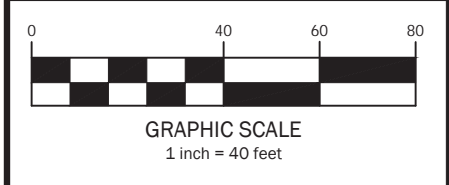
MATCHLINE SHEET SP-3



SITE KEY MAP
SCALE: 1" = 250'



SP-2



REVISIONS	DATE	DESCRIPTION

COMPREHENSIVE DEVELOPMENT PLAN

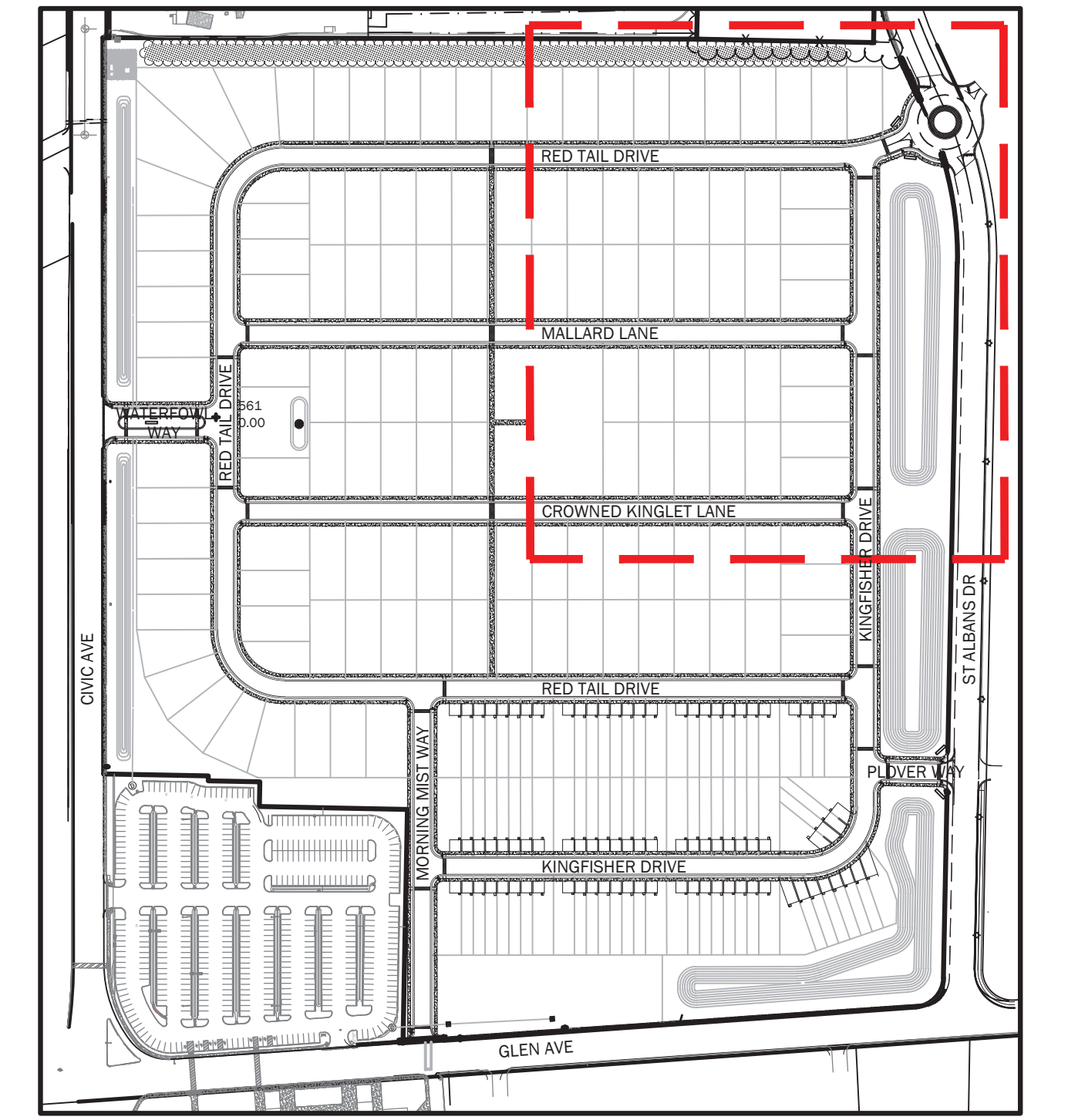
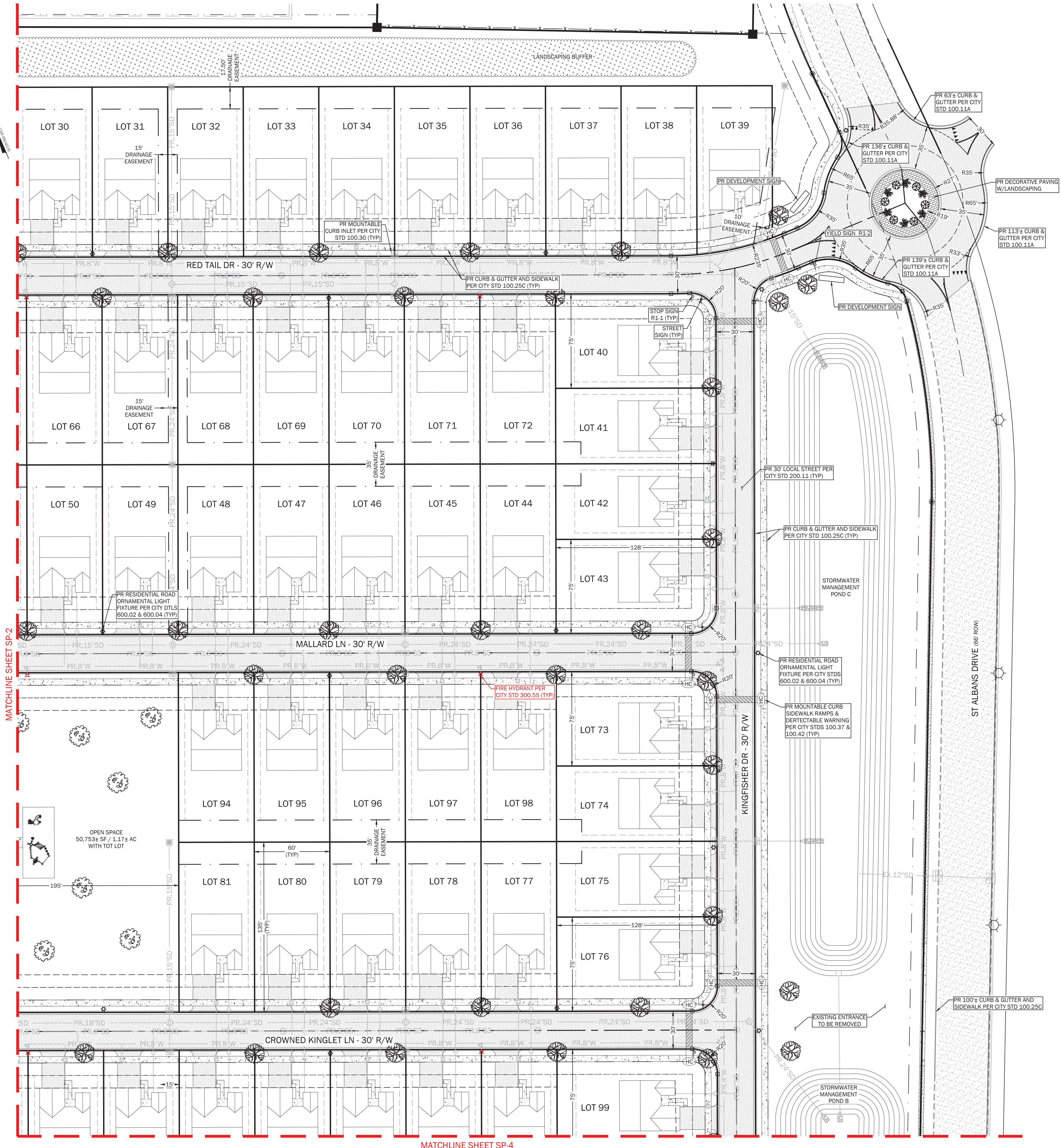
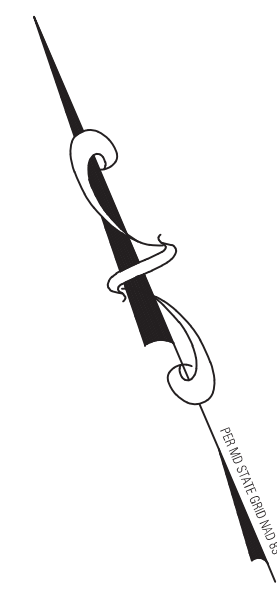
SITE PLAN NORTH WEST VILLAGE AT SALISBURY LAKE

ROAD NAME: ST ALBANS DRIVE, CIVIC AVE & GLEN AVENUE
FOR: ELU DELUCA SALISBURY APT. LLC
SALISBURY ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND

PARKER & ASSOCIATES
 CIVIL ENGINEERING SITE PLANNING

JUN 01, 2023 9:15AM

SCALE	1" = 40'
DATE	05/18/23
DRAWN	RBA
CHECKED	IOB
DATE	05/18/23
DESIGNER	RBA
PROJECT NO.	2518
DWG. NO.	SP-2 NW



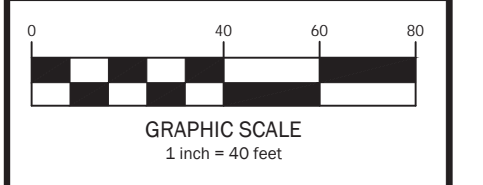
SITE KEY MAP
SCALE: 1" = 250'

MATCHLINE SHEET SP-2

MATCHLINE SHEET SP-4



SP-3



REVISIONS	DATE	BY	CHK

COMPREHENSIVE DEVELOPMENT PLAN

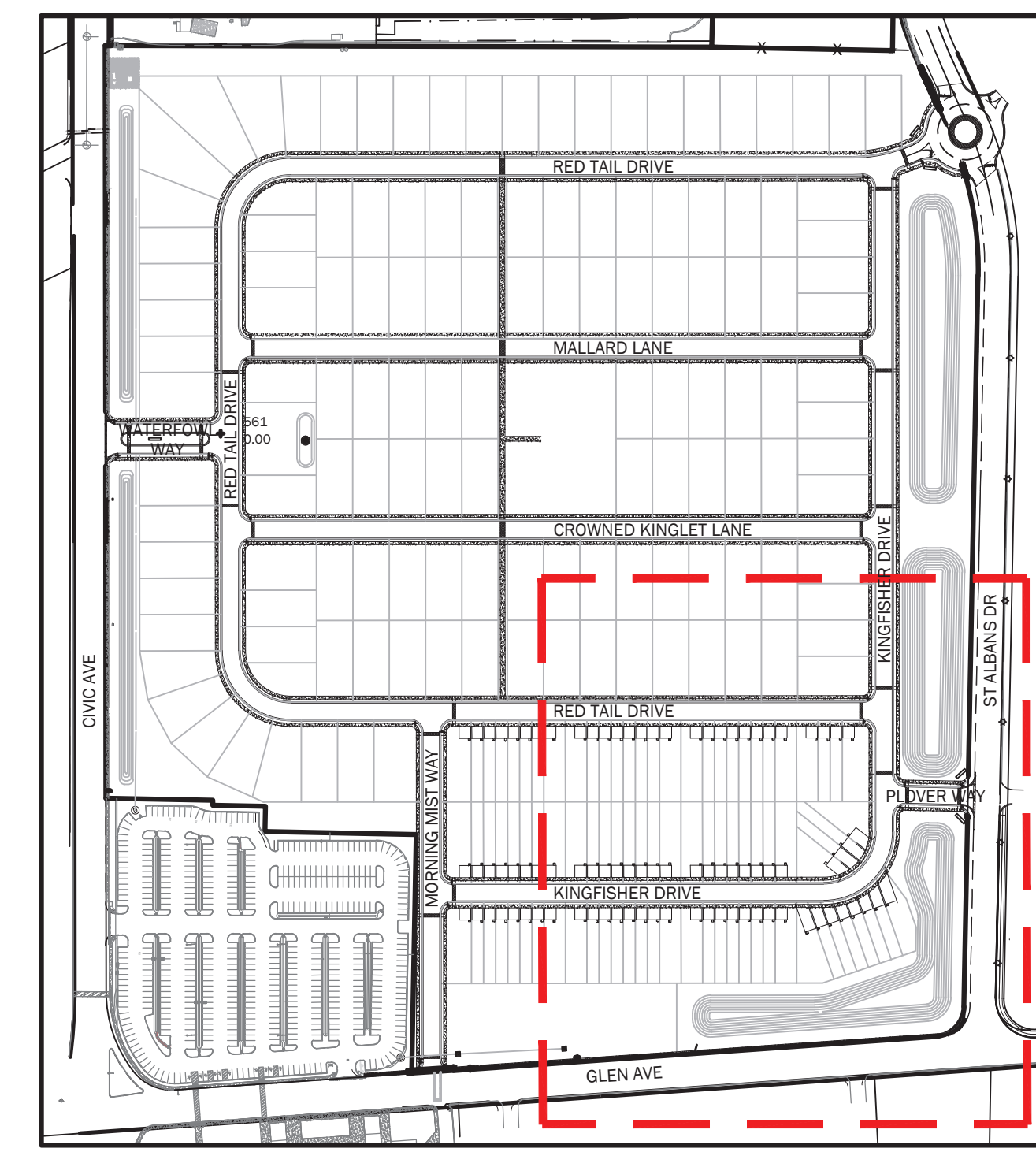
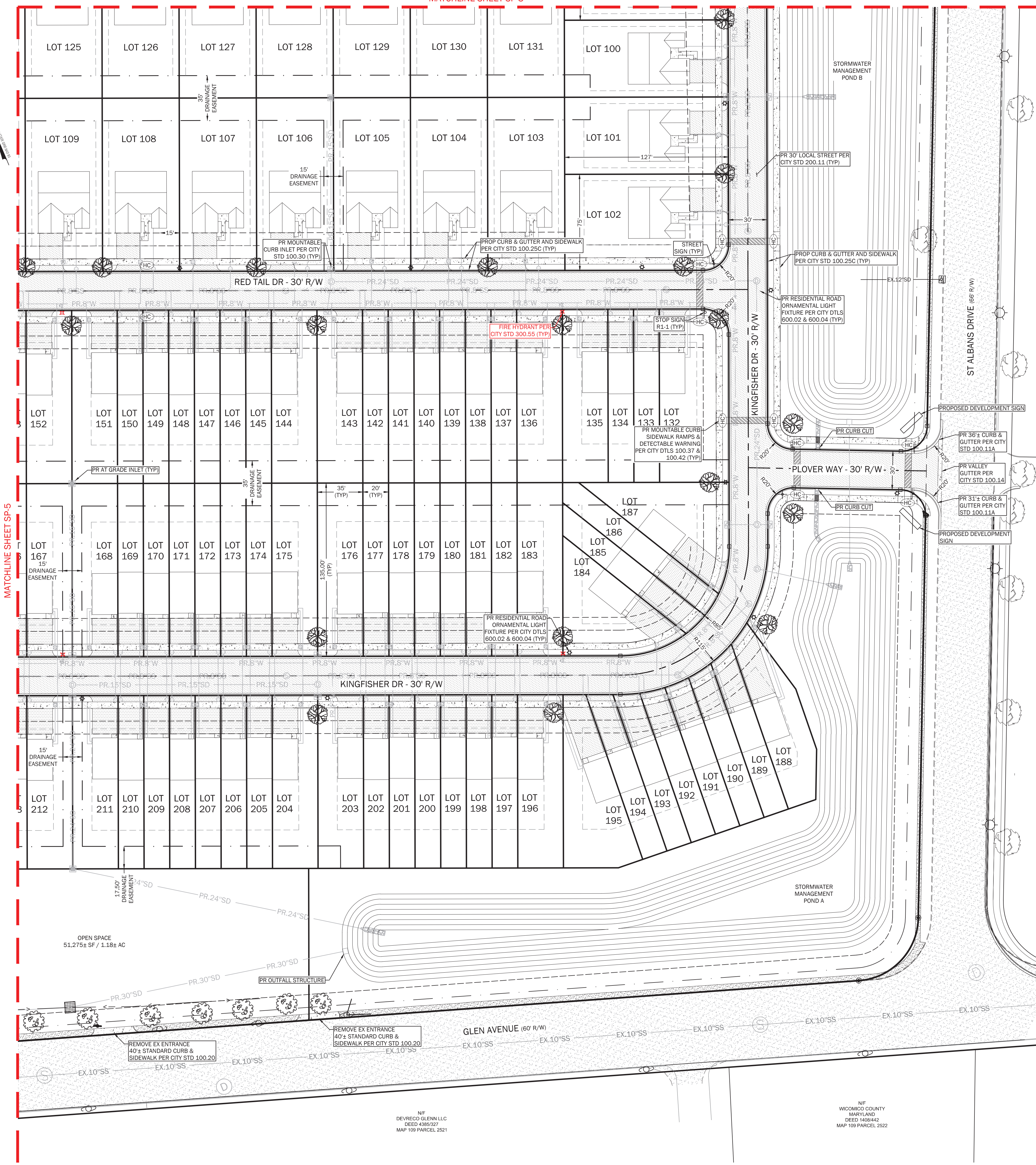
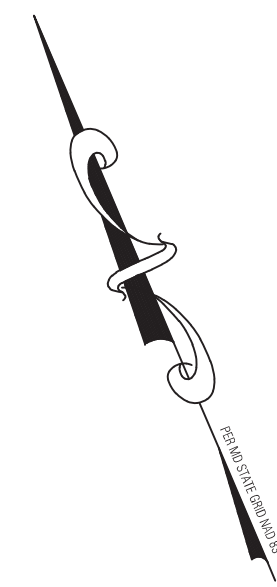
SITE PLAN NORTH EAST VILLAGE AT SALISBURY LAKE

ROAD NAME: ST ALBANS DRIVE, CIVIC AVE & GLEN AVENUE
FOR: ELU DELUCA SALISBURY APT, LLC
SALISBURY ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND

SCALE	1" = 40'
DATE	05/18/23
DRAWN BY	RBA
CHECKED BY	
DATE	05/18/23
DESIGNED BY	
DATE	05/18/23
PROJECT NO.	2518



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SITE KEY MAP
SCALE: 1" = 250'

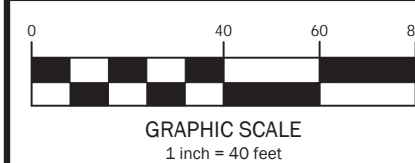
NF
SALISBURY MD LLC
DEED #765221
PLAT 11066
MAP 109 PARCEL 2582

NF
WICOMICO COUNTY
MARYLAND
DEED #168442
MAP 109 PARCEL 2522

NF
DEV/REC'D GLENN LLC
DEED #385327
MAP 109 PARCEL 2521



SP-4



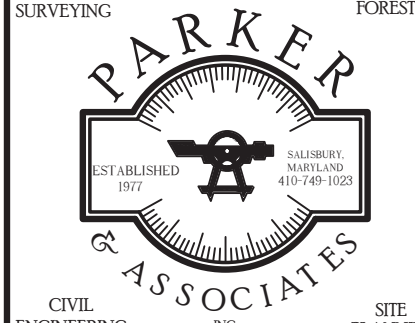
REVISIONS	DATE	BY

COMPREHENSIVE DEVELOPMENT PLAN

SITE PLAN SOUTH EAST VILLAGE AT SALISBURY LAKE

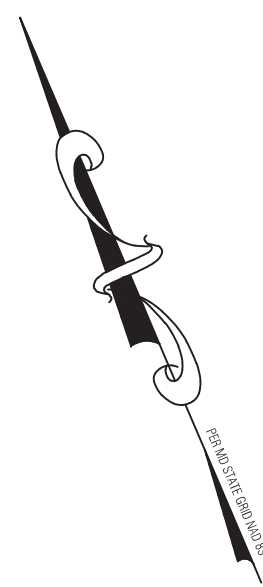
ROAD NAME: ST ALBANS DRIVE, CIVIC AVE & GLEN AVENUE
FOR: ELU DELUCA SALISBURY APT, LLC
SALISBURY ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND

SCALE	1" = 40'
DATE	05/18/23
DRAWN BY	RBA
CHECKED BY	
DATE	
PROJECT NO.	53058200/SP SITE.DWG
TAX MAP	109
PARCEL	2518
DRG.	SP-4-SE

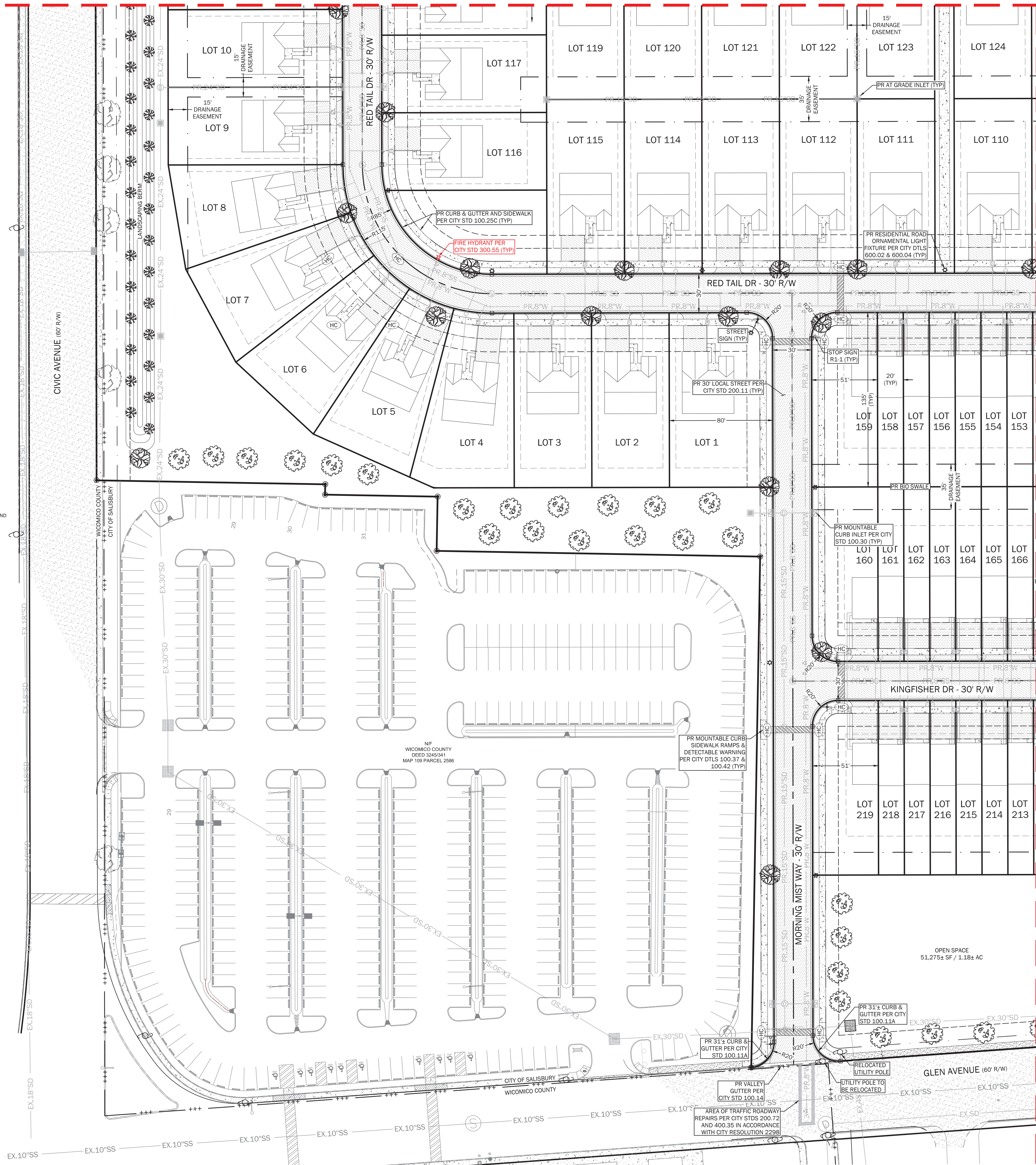


CIVIL ENGINEERING SITE PLANNING

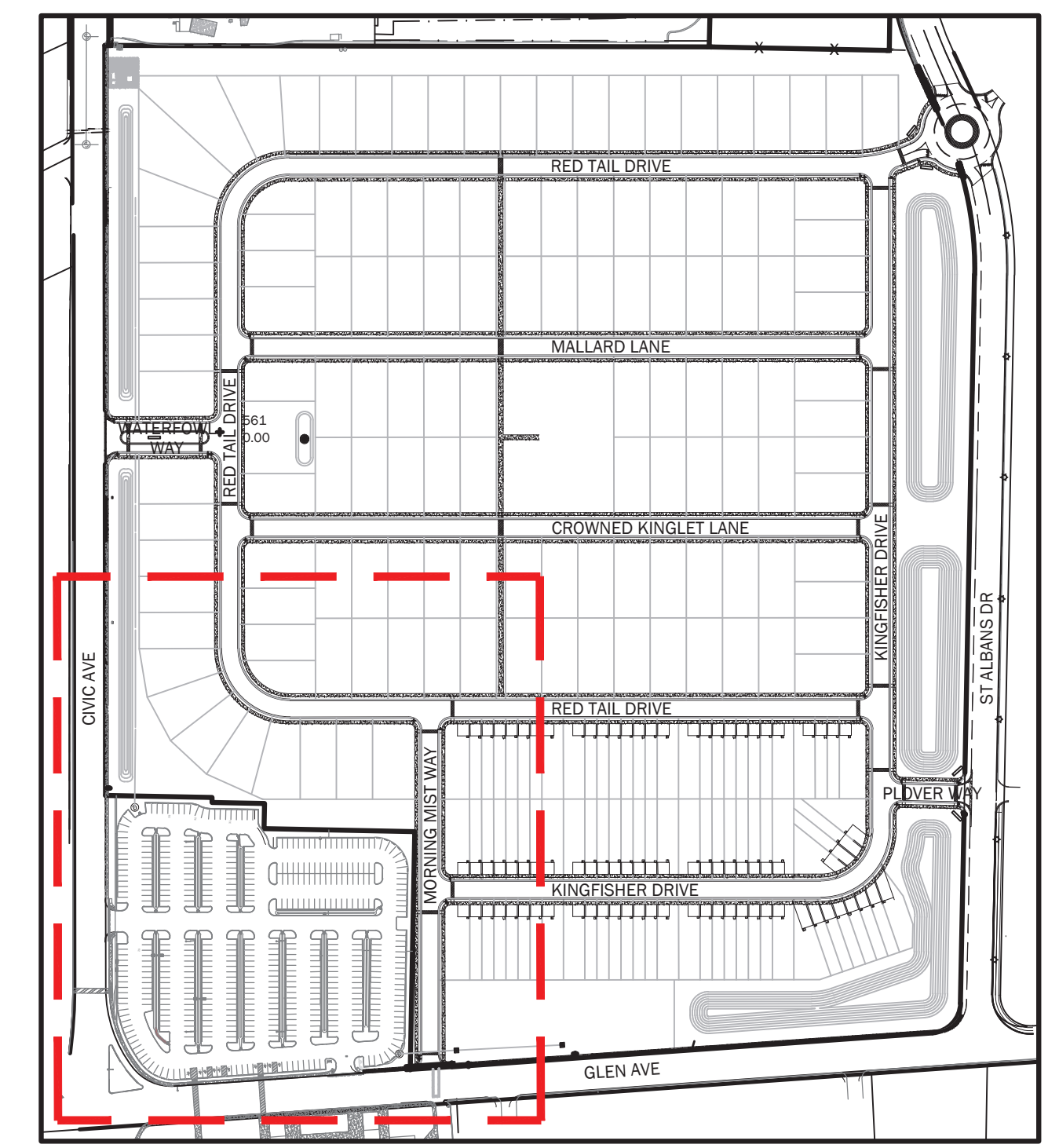
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NF WICOMICO COUNTY MARYLAND DEED 2346284 PLAT 1653 MAP 109 PARCEL 2586



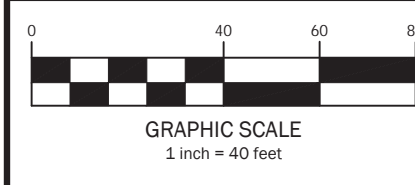
MATCHLINE SHEET SP-4



SITE KEY MAP SCALE: 1" = 250'



SP-5



REVISIONS	DATE	BY

COMPREHENSIVE DEVELOPMENT PLAN

SITE PLAN SOUTH WEST VILLAGE AT SALISBURY LAKE

ROAD NAME: ST ALBANS DRIVE, CIVIC AVE & GLEN AVENUE FOR: ELU DELUCA SALISBURY APT, LLC SALISBURY ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND

SCALE: 1" = 40'

DATE: 05/18/23

DRAWN BY: RBA

CHECKED BY: JWB

DATE: 05/18/23

PROJECT NO: 2518

PROJECT NAME: SOUTH WEST VILLAGE AT SALISBURY LAKE

PROJECT LOCATION: SALISBURY ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND

PROJECT OWNER: ELU DELUCA SALISBURY APT, LLC

PROJECT ARCHITECT: PARKER & ASSOCIATES

PROJECT ENGINEER: ERIC PARKER

PROJECT PLANNER: JESSICA BROWN

BIRCH

UPPER LEVEL: BEDROOM #4 (10'-0" X 10'-0"), BEDROOM #3 (11'-8" X 10'-4"), BEDROOM #2 (12'-6" X 10'-3"), OWNER'S BEDROOM (13'-4" X 13'-11"), BATH #1, LAUNDRY, OWNER'S BATH, W.D. LOC., CLOSET.

MAIN LEVEL: GREAT ROOM (15'-0" X 20'-10"), KITCHEN (15'-6" X 10'-2"), Foyer, Powder Room, TWO CAR GARAGE (19'-8" X 19'-4").

Simply Ryan Homes logo.

CEDAR

UPPER LEVEL: BEDROOM #4 (11'-4" X 10'-0"), BEDROOM #3 (11'-0" X 10'-7"), BEDROOM #2 (11'-4" X 10'-0"), OWNER'S BEDROOM (13'-7" X 16'-3"), BATH #1, LAUNDRY, OWNER'S BATH, W.D. LOC., CLOSET.

MAIN LEVEL: GREAT ROOM (16'-1" X 16'-3"), KITCHEN (12'-0" X 11'-1"), Dining (12'-0" X 10'-3"), FLEX (7'-4" X 10'-3"), Foyer, Powder Rm., TWO CAR GARAGE (19'-5" X 19'-9").

Simply Ryan Homes logo.

HAZEL

UPPER LEVEL: BEDROOM #4 (11'-4" X 11'-4"), BEDROOM #3 (11'-0" X 11'-4"), BEDROOM #2 (12'-9" X 11'-2"), OWNER'S BEDROOM (14'-0" X 16'-0"), BATH #1, LAUNDRY, W.D. LOC., CLOSET, LOFT (12'-0" X 12'-1"), OPT. FIFTH BEDROOM (12'-6" X 10'-4").

MAIN LEVEL: GREAT ROOM (15'-0" X 18'-4"), KITCHEN (12'-0" X 11'-1"), Dining (12'-0" X 10'-3"), FLEX (11'-0" X 8'-0"), Foyer, Family Entry, Bedroom First Floor (10'-0" X 10'-0"), TWO CAR GARAGE (19'-7" X 19'-7").

Simply Ryan Homes logo.

SPRUCE

MAIN LEVEL: GREAT ROOM (15'-4" X 17'-3"), KITCHEN (10'-0" X 8'-9"), Dining (10'-0" X 8'-9"), Foyer, Bedroom #2 (10'-0" X 10'-0"), Bedroom #3 (11'-4" X 10'-8"), OWNER'S BEDROOM (13'-8" X 12'-6"), LAUNDRY, OWNER'S BATH, W.D. LOC., CLOSET, TWO CAR GARAGE (19'-4" X 18'-7").

Simply Ryan Homes logo.

JUNIPER

UPPER LEVEL: OWNER'S BEDROOM (12'-0" X 11'-0"), BEDROOM #3 (9'-2" X 10'-0"), BEDROOM #2 (9'-7" X 10'-0"), BATH #1, W.D. LOC., CLOSET, OPT. POWDER RM.

MAIN LEVEL: GREAT ROOM (14'-3" X 16'-1"), Dining Room (10'-3" X 8'-5"), Kitchen (8'-9" X 12'-3"), Foyer, Powder Rm., OPT. EXPRESS WINDOW, OPT. DOOR.

LOWER LEVEL: UNFINISHED BASEMENT (19'-1" X 27'-8").

Simply Ryan Homes logo.



AR-1
 NOT TO SCALE
 REVISIONS

DATE	DESCRIPTION

 DWG: AR-1

ARCHITECTURALS
VILLAGE AT SALISBURY LAKE
 ROAD NAME: ST ALBANS DRIVE, CIVIC AVE & GLEN AVENUE
 FOR: ELU DELUCA SALISBURY APT, LLC
 SALISBURY ELECTION DISTRICT, CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND
 SCALE: NTS
 DATE: 05/18/23
 DRAWN: RBA
 CHECKED: JMS
 DATE: 05/18/23
 DWG: AR-1





City of Salisbury

To: City Council

CC: Kim Nichols, Julie English

From: Muir Boda, Director of Housing & Community Development

Subject: Abandoned Shopping Cart Legislation Discussion

Date: 3/12/2024

Council,

As we work to address various code compliance issues throughout our city an item that we have discussed in the past, abandoned shopping carts, is still presenting a problem that requires a different approach. When shopping carts are taken from retailers, they generally end up becoming a nuisance that leads to the additional collection of refuse and become an eyesore increasing blight.

We have received concerns from some property owners who constantly have to deal with abandoned shopping carts and are the current subjects of correction action letters when they end up on their property. When we have to regularly abate abandoned shopping carts on non-responsive property owners, we are running into the issue of not being able to dispose of them as the Wicomico County Landfill does not accept shopping carts anymore.

Many cities and towns throughout Maryland and the country have varying degrees of regulations that put more of the responsibility onto the retailers who own the carts. Some businesses are implementing their own solutions and we are appreciative of their efforts. Our purpose now is to find a solution that works for Salisbury, which would be one that is effective and manageable.

Muir Boda
Director HCDD



Housing & Community Development Department
207 W. Main St, Suite 102 Salisbury, MD 21801



To: City Council

CC: Kim Nichols, Julie English

From: Muir Boda, Director of Housing & Community Development

Subject: Tax Lien Property MOU with County - Discussion

Date: 3/12/2024

Council,

We have been working on a solution to an issue that has built up over the decades with properties that continually end up on the Tax Sale list but are never acquired due to the significant amount of liens on these properties. In these cases, the liens are significantly higher than the assessed and fair market value of the properties. We also recognize that we will likely never recapture the lost revenue from the unpaid taxes and liens.

We have been working with the County on defining a process to address this issue by defining a set process depending on the situation. This MOU is a draft and we wanted to discuss this with Council and get your input on this issue.

Muir Boda
Director HCDD



Housing & Community Development Department
207 W. Main St, Suite 102 Salisbury, MD 21801

MEMORANDUM OF UNDERSTANDING
between City of Salisbury, Maryland
and Wicomico County, Maryland

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is executed in duplicate, effective this ____ day of _____ 20__ by and between City of Salisbury, hereinafter referred to as “City,” and Wicomico County, Maryland, a local government body, hereinafter referred to as “County.”

WHEREAS, City and County have properties within its common boundaries that have delinquent and regularly accumulating taxes and other liens tied to them dating back several years (hereinafter referred to as a “Problem Property” or “Problem Properties”); and

WHEREAS, said Problem Properties routinely proceed to tax sale and are either not purchased due to the high tax and lien amounts exceeding their fair market value or are never foreclosed upon to result in a new owner returning a Problem Property to the active tax rolls; and

WHEREAS, in order to get said Problem Properties back on the active tax rolls of City and County, City and County desire to work together in a constructive manner to define said Problem Properties and the methods for dealing with them in order to attract new property owners that will contribute to the tax base and rehabilitate said Problem Properties, which will assist in preventing blight, allow for constructive future use of said properties and end City’s and County’s incurring of unnecessary liens tied to said Problem Properties; and

WHEREAS, the purpose of this MOU is to state the terms and conditions under which City and County will identify Problem Properties, waive liens for Problem Properties with unpaid taxes, unpaid abatement liens, and any other liens tied to said properties, state the terms of the distribution of proceeds from any sale of said properties between City and County, and/or the terms of final disposition of said Problem Properties if there is no viable residential or commercial use for said properties.

NOW, THEREFORE, in consideration of the mutual understanding and agreements contained herein, the parties covenant and agree as follows:

- I. The recitals set forth hereinabove are incorporated into this MOU as if such recitals were specifically set forth herein.
- II. City through its Housing and Community Development Department (“HCDD”) shall:
 - a. **Problem Property Identification**: Identify in writing a list of Problem Properties that have accumulated tax liens, abatement liens, the amounts which are greater than the assessed value of a Problem Property, and other liens OR Problem Properties which have been listed for tax sale for five years or more for non-payment of said charges without said Problem Properties having been purchased at tax sale and thereafter returned to the paid active tax rolls.

- b. Donated Problem Properties:** Make every attempt to contact a Problem Property owner and solicit a donation of the Problem Property to City in exchange for a waiver of City and County unpaid taxes and liens, in whole or in part, contingent upon acceptance by County as set forth in this Section b.ii.
- i. Execute a contract for the donation of the property to City by the property owner in exchange for a waiver of unpaid taxes and liens in whole or in part;
 - ii. Thereafter notify the County that a donation contract has been executed and provide a copy of said contract to County for its review, approval and signature;
 - iii. Obtain from City Director of Finance and County Director of Finance a written list of all unpaid taxes and liens tied to affected Problem Properties and provide City Solicitor and County Attorney with a copy of the donation contract and list of unpaid taxes and liens;
 - iv. Perform a title search for said Problem Properties and attach the results to the donation contract;
 - v. Present County with a settlement sheet for approval and perform the settlement for a Problem Property transfer and prepare a Deed to be executed by a Problem Property owner to be stamped by City and County, which City and County agree each will take all steps to allow the waiver of taxes and liens for a Problem Property transfer in accordance with their legal duties connected to waiver of taxes and liens pursuant to their governing law and State of Maryland law, before the date of settlement; and
 - vi. City shall thereafter hold title to said Problem Property until its sale or disposition in accordance with Section II.f.
- c. Tax Sale Problem Properties:** If HCDD is unable to locate or make contact with a Problem Property owner or their legal representative to discuss and arrange for a donation, City shall:
- i. Confirm in writing that City shall purchase said Problem Property at tax sale and City and County shall not charge City at said tax sale for any unpaid taxes and liens connected to a Problem Property tax sale purchase;
 - ii. Take all steps to prosecute said tax sale;
 - iii. That if a Problem Property is redeemed during the tax sale proceeding, ensure that Problem Property owner pay the full amount of unpaid taxes and liens owed to City and County;
 - iv. That if a Problem Property is not redeemed during the tax sale proceeding, City and County shall allow for the final Deed to City to be stamped without requiring unpaid taxes and liens to be paid;
 - v. That upon sale of a Problem Property, City and County shall divide the net proceeds from sale in proportion to their waived taxes and liens compared to the total amount of taxes and liens waived [i.e. if City is owed \$1,000.00 in taxes and liens and County is owed \$900.00 in taxes and liens, and if both City and County waive all taxes and liens in order for a Deed to be stamped, and if a Problem Property is thereafter sold

resulting in net proceeds of \$5,000.00, then City will get 52.6% of the net proceeds (\$1,000.00 waived divided by \$1,900.00 total amount waived) and County will get 47.4% of net proceeds (\$900.00 waived divided by \$1,900.00 total amount waived). City shall be reimbursed from a sale before net proceeds are determined for its costs incurred as part of a tax sale and also for \$1,500.00 as its attorney's fees incurred in connection with prosecuting and finalizing a tax sale.

- vi. City shall thereafter hold title to said Problem Property until its sale or disposition in accordance with Section II.f.

d. Receivership Problem Properties: If City desires to pursue a receivership and use its receivership powers to sell a Problem Property as authorized under City of Salisbury's Municipal Code Chapter 15.23 Vacant Structure/Lot Receivership and believes that said sale would result in the need for a waiver of taxes and liens in order for a final sale to be consummated then City shall:

- i. Confirm in writing with County what amounts for taxes and liens may be needed to be waived in order for a sale of the Problem Property to be closed;
- ii. Confirm with County immediately prior to a sale of a Problem Property by private or public sale what updated amounts of taxes and liens may be needed to be waived in order for the receivership sale to be finalized;
- iii. City and County shall cooperate to work with a prospective buyer of a Problem Property through a receivership sale in order to obtain as much of the net proceeds as possible to be paid towards unpaid taxes and liens and shall waive taxes and liens, if each deem such a waiver necessary, to consummate a final sale in order to allow for a Problem Property to be returned to the paid active tax rolls; and
- iv. City and County shall divide net proceeds of a sale as outlined in Section II.b. above.

e. Non-Saleable/Useable Properties: If a Problem Property is deemed, in writing by City and County, as not able to be sold or used in a reasonable manner in its present state due to conditions which affect the Problem Property, City and County may agree in writing to allow for the donation or sale to a third-party, which said third-party shall agree to terms and conditions in writing to utilize the Problem Property in a way that is acceptable to both City and County in exchange for a waiver of taxes and liens connected to said Problem Property, in whole or in part.

f. Division of Net Proceeds Upon Future Sale: If City becomes a legal owner of a Problem Property pursuant to this MOU, for which City and County taxes were waived, and a sale of said Problem Property is made afterwards, then the net proceeds of a sale shall be divided as follows:

- i. Credit for payment first given to City or County for actual costs of upkeep, maintenance, etc. for a Problem Property;

ii. Costs of sale and settlement charges and all other costs and charges incurred by City or County connected to the sale of the Problem Property; and

iii. Payment to City and County in accordance with Section II.c.v.

- III. **EFFECTIVE DATE AND INTERPRETATION.** This MOU shall be in effect upon execution by both City and County and remain in effect until terminated. No provision of this MOU shall be interpreted for or against any party hereto by reason that said party or its legal representative drafted all or any part hereof.
- IV. **TERM.** The term of this MOU shall be in perpetuity subject to Section VI.
- V. **NONDISCRIMINATION POLICY.** Each Party acknowledges that its policy and practice is to bar discrimination against any client, recipient of services, contractor, employee, volunteer, staff or other person on the basis of race, sex, age, color, physical or mental disability, marital status, religion, nation origin, sexual orientation, or political affiliation.
- VI. **TERMINATION.** This MOU may be terminated by City or County upon thirty (30) days' written notice. Notwithstanding, any Problem Properties already under contract and for which City and County have agreed in writing, prior to termination, to waive taxes and liens shall be completed pursuant to the terms of this MOU.
- VII. **RELATIONSHIP OF THE PARTIES.** Nothing in this MOU shall be construed to create a partnership, agency, or joint venture between or among the Parties, nor shall either Party be construed as the servant or agent of the other Party. Neither Party has the authority to make any statements, representations, nor commitments of any kind on behalf of the other Party except as the Parties may agree in writing.
- VIII. **GOVERNING STATE LAW.** It is agreed by both parties that this MOU shall be governed by and construed in accordance with the laws of the State of Maryland. All suits, proceedings and other actions relating to, arising out of or in connection with this MOU shall be submitted to the jurisdiction of the courts of the State of Maryland and venue for all such suits, proceedings and other actions shall be in Wicomico County, Maryland. The parties hereby waive any claim against or objection to jurisdiction and venue in the courts of Wicomico County, Maryland.

IX. **NOTICES.** Except as otherwise, all notices under this MOU shall be given in the following manner:

a. If to City, by HAND DELIVERY to:

City of Salisbury
Attn. Mayor's Office
115 S. Division Street
Salisbury, MD 21801

b. If to County, by HAND DELIVERY to:

County of Wicomico, MD
Attn: County Council Office
125 N. Division Street
Salisbury, MD 21801

X. **SEVERABILITY.** It is further agreed that, should any provision of this MOU be found, held, or deemed to be unenforceable, voidable, as contrary to law or public policy under the laws of Maryland, or the federal government, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, its assigns, and successors.

XI. **INTEGRATION, MODIFICATION AND WAIVER.** This instrument contains the entire and integrated MOU made by and between the parties hereto and pertaining to the subject matter hereof. The terms and conditions expressed herein shall supersede all prior negotiations, representations or agreements, either written or oral. No provision of this MOU may be amended, waived, or otherwise modified without the prior written consent of all the parties hereto. No action taken pursuant to this MOU, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement herein contained. The waiver by any party hereto of a breach of any provision or contained in this MOU shall not operate or be construed as a waiver of any subsequent breach or of any other condition hereof.

XII. **EXECUTION.** This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

XIII. **CAPTIONS AND HEADINGS.** All captions and headings used herein are for the sake of convenience and shall not be used in any way to interpret or otherwise construe this MOU.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

City of Salisbury, Maryland

115 S. Division Street
Salisbury, MD 21801

Wicomico County, Maryland

125 N. Division Street
Salisbury, MD 21801

BY: _____
Randolph J. Taylor
Mayor, City of Salisbury

By: _____
John T. Cannon, President
County Council, Wicomico County

ATTEST: _____

ATTEST: _____