

AS AMENDED ON OCTOBER 12, 2009
RESOLUTION NO. 1845

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR OF SALISBURY TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS OF POPLAR HILL MANSION, INC., FOR THE ADVANCEMENT OF FUNDS AND REIMBURSEMENT OF FUNDS FOR FAÇADE IMPROVEMENT PROJECTS.

WHEREAS, the Friends of Poplar Hill Mansion, Inc., has received a façade improvement grant from Urban Salisbury, Inc., for restoration work to the exterior of the Mansion building, including painting the exterior of the building and repointing the two chimneys, in the amount of \$57,594; and

WHEREAS, the Maryland Historical Trust has approved the plans for the rehabilitation work to the exterior of the Mansion building, including painting the exterior of the building and repointing the two chimneys; and

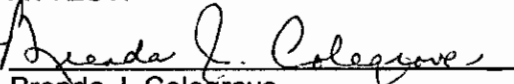
WHEREAS, the Friends of Poplar Hill Mansion, Inc., has asked the City to advance them the funds to pay the contractors who will do the façade improvement work, until the Friends are reimbursed by Urban Salisbury, Inc.; and

WHEREAS, the Friends of Poplar Hill Mansion, Inc., agrees to reimburse the City for any funds advanced to them by the City for the façade improvement work, up to the grant amount of \$57,594.

NOW, THEREFORE, BE IT RESOLVED that the Salisbury City Council authorizes the Mayor to sign the attached Memorandum of Understanding whereby the City agrees to advance funds to the Friends of Poplar Hill Mansion, Inc., for the Mansion façade improvements under the terms of the Memorandum of Understanding which includes a condition that any cost overages beyond the reimbursable \$57,594 from Urban Salisbury, Inc., will be provided by the City.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the 12th day of October, 2009 and is to become effective immediately upon adoption.

ATTEST:


Brenda J. Colegrove
CITY CLERK


Louise Smith
PRESIDENT, City Council

APPROVED BY ME THIS

13th DAY OF October, 2009


James Veton, Jr.
MAYOR, City of Salisbury

AS AMENDED ON OCTOBER 12, 2009
MEMORANDUM OF UNDERSTANDING

Poplar Hill Mansion Façade Improvement Project

by and between

City of Salisbury
and
Friends of Poplar Hill Mansion, Inc.

THIS MEMORANDUM OF UNDERSTANDING, executed in duplicate, made effective this 27th day of October, 2009 by and between the City of Salisbury, a political subdivision of the State of Maryland, hereinafter called the "**CITY**", and the Friends of Poplar Hill Mansion, Inc., hereinafter called the "**FRIENDS**".

WHEREAS, Poplar Hill Mansion ("**MANSION**"), located at 117 Elizabeth Street, Salisbury, Maryland, is a property owned by the **CITY**; and

WHEREAS, the **FRIENDS** is a non-profit corporation, with its principal purpose to aid in the preservation, restoration and furnishing of the **MANSION**, a public property located in Salisbury, Maryland, listed on the National Register of Historic Places; and

WHEREAS, the Board of Directors of the **FRIENDS** is responsible to the **CITY** for supervising the operation and maintenance of the **MANSION**; and

WHEREAS, the Maryland Historical Trust (MHT), a division of the Maryland Department of Planning, holds an easement on the **MANSION** property; and

WHEREAS, it has been determined that the **MANSION** chimneys are deteriorating and the exterior of the **MANSION** needs to be repainted; and

WHEREAS, the **FRIENDS** has received a façade improvement grant from Urban Salisbury, Inc. ("**Urban Salisbury**") for restoration work to the exterior of the **MANSION**, including painting of the exterior of the building and repointing the two chimneys ("**FAÇADE IMPROVEMENTS**") in the amount of \$57,594; and

WHEREAS, the Maryland Historical Trust has approved the plans for the **FAÇADE IMPROVEMENTS** to the **MANSION** submitted to Urban Salisbury; and

WHEREAS, the **FRIENDS** has requested that the **CITY** advance them the funds to pay the contractors who will complete the **FAÇADE IMPROVEMENTS**, up to the grant amount of \$57,594; and

WHEREAS, the **FRIENDS** agrees to reimburse the **CITY** for any funds advanced to them by the City for the **FAÇADE IMPROVEMENTS**, up to the grant amount of \$57,594; and

WHEREAS, the **FRIENDS** and the **CITY** agree that the **FAÇADE IMPROVEMENTS** will benefit both parties of this **MEMORANDUM OF UNDERSTANDING** and will promote the heritage, education and culture of the citizens of the State and the **CITY**.

NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH: that for and in consideration of the mutual promises contained herein, and other good and valuable considerations, the receipt and adequacy whereof is hereby acknowledged, be it understood that the FRIENDS and the CITY do hereby agree as follows:

I. DESCRIPTION OF PROJECT

- A. The FAÇADE IMPROVEMENTS-EXTERIOR PAINTING PROJECT shall consist of the replacement of damaged siding; clean, prime and paint the siding, window sashes and trim; hand brush, prime and paint the brick foundation surface; and clean, sand, prime and paint all floor surfaces of porches and steps. Shutters will be cleaned, repaired, primed and painted.
- B. The FAÇADE IMPROVEMENTS-CHIMNEY PROJECT shall consist of the repair and repointing of both chimneys, using MHT-approved mortar mix.
- C. CITY Responsibility
 - 1. The CITY shall advance funds to the FRIENDS so that they can make payments to the contractors in accordance with agreed upon payment schedules.
 - 2. The CITY shall provide inspection services during the course of the contracts.
- D. FRIENDS Responsibility
 - 1. The FRIENDS shall make the grounds of the MANSION available to the contractors.
 - 2. The FRIENDS shall supervise the contractors.
 - 3. The FRIENDS shall make payments to the contractors in accordance with agreed upon payment schedules.
 - 4. The FRIENDS shall furnish the CITY with documentation of costs and proof of payment to contractor.
 - 5. The FRIENDS shall reimburse the CITY within thirty (30) days of receipt of grant funds.
 - 6. The FRIENDS, working cooperatively with City staff, shall ensure the contractors meet City specifications as outlined in the "City of Salisbury Construction and Material Specifications - General Conditions", to the extent that they do not conflict with MHT standards.

II. GENERAL

- A. The CITY shall require the construction contractors for the FAÇADE IMPROVEMENTS to include the CITY as an additional named insured on all certificates of insurance, ~~if possible~~.

- B. To the extent that Urban Salisbury fails to honor the FRIENDS' request for payment, the CITY shall hold the FRIENDS harmless for not repaying CITY funds advanced to the FRIENDS. The CITY and the FRIENDS will work cooperatively to secure payment of the outstanding amounts.
- C. This MOU shall inure to and be binding upon the parties hereto, their agents, successors and assigns.
- D. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- E. The recitals (WHEREAS clauses) at the beginning of this MOU are incorporated herein as part of this MOU.
- F. All documentation, if to the CITY, shall be addressed to:

The Honorable James Ireton, Jr., Mayor
City of Salisbury
125 N. Division St., Rm 304
Salisbury, MD 21801
Phone: 410-548-3100
Fax: 410-548-3102
E-mail: jireton@ci.salisbury.md.us

If to the FRIENDS:

Mrs. Carol Smith
Chair, Board of Directors
Friends of Poplar Hill Mansion
117 Elizabeth Street
Salisbury, MD 21801
Phone: 410-749-1776
E-mail: dorothy_carol_smith@msn.com

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their proper and duly authorized officers on the day and year first above written.

WITNESS:

FRIENDS OF POPLAR HILL MANSION, INC.

Lina Boobas
WITNESS

BY: Carol Smith (SEAL)
Carol Smith Date 10/27/09
Chair, Board of Directors

CITY OF SALISBURY, MARYLAND

Brenda L. Colegrove
WITNESS


BY: James Preton, Jr. (SEAL)
James Preton, Jr. Date 10/27/09
Mayor

INTER

OFFICE

MEMO

Office of the Mayor

To: City Council
From: John R. Pick 
Subject: Memorandum of Understanding – Friends of Poplar Hill Mansion
Date: October 6, 2009

Attached is a copy of a proposed Memorandum of Understanding between the City and the Friends of Poplar Hill Mansion that provides for the City to temporarily loan the Friends sufficient funds to make payments to contractors performing work at the Mansion on two grant funded projects. The City will be reimbursed as soon as the grant funds are released to the Friends upon completion

The City and the Friends have been advised that these projects – exterior painting and chimney repair - have been approved for 100% grant funding (see attached letter). The Friends have received proposals for this work and they are ready to begin the painting project immediately. Due to weather conditions, as we approach winter, the chimney repair project will be postponed until the spring. This is a reimbursable grant. The Friends have asked the City if we could loan them the money needed to make payments to the contractors because they don't have sufficient funds that are readily available to make these payments in anticipation of reimbursement.

The attached Memorandum of Understanding has been revised to reflect comments made at the October 5, 2009 Council work session.

If you have any questions, please let me know.

cc: Mayor Ireton
Pam Oland
Gina Boobar
Brenda Colegrove



October 2, 2009

John Pick, City Administrator
City of Salisbury
125 N Division Street
Salisbury, MD 21801-4940

Re: Façade Rehabilitation Grant, Poplar Hill Mansion


Dear Mr. Pick,

The Board of Urban Salisbury is pleased to announce the award of a grant in the amount of \$57,594 for repairs and painting of the exterior, repointing and repair of the chimneys and associated administrative costs to the Friends of Poplar Hill Mansion.

This is the third grant we have provided in the past few months. These funds from our Façade Grant program will preserve and protect heritage institutions in our community for current and future generations while stimulating our local economy.

We are also working with private sector applicants to create new projects that hopefully, will proceed in the next few months.

On behalf of the Friends of Poplar Hill and our Board, please extend our thanks to the Tom Stevenson, the staff of Neighborhood Services and Code Compliance, Gina Boobar and other members of your staff for their interest and support.

Should you have any questions, please do not hesitate to contact me.

Yours truly,



Allan Hope

URBAN SALISBURY, INC.
P.O. Box 4562 Salisbury, Maryland 21803
tel: 410.546.3205 fax: 410.341-6025 email: ursaled@yahoo.com
www.urbansalisbury.org

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