



GREENBELT HOMES, INC.

HAMILTON PLACE, GREENBELT, MARYLAND 20770

Area Code (301) 474-4161 Fax (301) 474-4006



MANAGER'S MEMORANDUM

TO: GHI Board of Directors

FROM: Eldon Ralph, General Manager *Eldon Ralph*

DATE: January 20, 2021

SUBJECT: Addendum for **GHI REGULAR OPEN SESSION** Board Meeting on January 21, 2021

GHI Open Session

Item 6h. Proposed Renovation the GHI Playground at 2 Research Rd by the City of Greenbelt– (Attachment # 8a-8c)

In 2005, the City of Greenbelt and GHI signed a Playground Use and Maintenance Agreement (attachment #8a) granting the City an easement that allows long-term public access of GHI-owned playgrounds in exchange for City maintenance of the playground equipment and surfacing. Under the agreement, GHI is obligated to reimburse the City for 25% of the total cost for new playground equipment and new surfacing materials.

On December 3, 2020, the Board of Directors authorized Board President Brodd to sign a joint-use agreement that the City of Greenbelt subsequently submitted to the Maryland Department of Natural Resources, seeking approval to utilize Program Open Space funds to renovate the existing playground at 2 Research Rd (attachment #8b) . Approval is expected in late February or early March 2021. Attachment # 8c shows the design for the renovated playground with new equipment.

The Playground Use and Maintenance Agreement states that the City may not eliminate any playground equipment without obtaining written permission from GHI; hence this item is on the agenda for the Board to consider whether the City of Greenbelt should be allowed to proceed with the renovation of the playground at 2 Research Rd. as proposed.

This item is on the agenda for discussion and action.

Suggested motion: I move that the Board of Directors allow the City of Greenbelt to renovate the GHI playground located at 2 Research Rd. in accordance with the playground design presented.

PLAYGROUND USE AND MAINTENANCE AGREEMENT

This AGREEMENT is made this 27th day of September by and between the City of Greenbelt, Maryland, a body corporate and politic in the State of Maryland (hereinafter "City") and Greenbelt Homes Incorporated (hereinafter Playground Owner).

WITNESSETH:

WHEREAS, the City desires to provide public access to playgrounds throughout the City and ensure that the playground equipment and surfacing is consistent with generally accepted guidelines such as Consumer Product Safety Commission (CPSC) and Americans with Disabilities Act (ADA) guidelines, and;

WHEREAS, the City is willing to maintain playground equipment and surfacing at privately owned playgrounds in exchange for long-term public access, and;

WHEREAS, the Playground Owner is willing to grant an easement allowing long-term public access in exchange for City maintenance of playground equipment and surfacing, and;

WHEREAS, this Agreement provides for such a relationship.

NOW THEREFORE, in consideration of the mutual covenants contained herein including execution of an easement document, the parties agree as follows:

1. This agreement covers the eight (8) playgrounds described as follows:
 - between 12 & 14 Hillside Road
 - behind 2 Laurel Hill Road
 - 2 Research Road
 - Between 36 & 38 Ridge Road
 - Between 4 & 6 Plateau Place
 - 44 Ridge Road
 - 7 Southway near McDonald Field
 - 8 Southway

2. As City staff and financial resources allow and at its sole discretion, the City agrees to:
 - maintain/modify existing playground equipment
 - maintain/modify surfacing materials
 - purchase and install new equipment
 - purchase and install new surfacing materials

The above work must be done Monday through Friday between the hours of 7:00am and 6:00pm. Work outside of these hours requires permission from the Playground Owner.

3. The City will inspect the playground and play equipment on a regular basis. At a minimum, inspections will be conducted annually.
4. Playground Owner will be required to reimburse the City for twenty-five percent (25%) of the total cost (equipment, materials & labor) for the items listed below. The City is responsible for any equipment maintenance and repair costs.
 - new playground equipment
 - new surfacing materials
 - periodic replenishment of surfacing materials
5. The City will determine playground equipment and surfacing needs based upon generally accepted guidelines such as those established by the CPSC and ADA, available staff and funding resources, and playground needs throughout the City. The City shall consult with the Playground Owner before adding or replacing any play equipment or surfacing, but decisions by the City regarding surfacing and equipment will be final. Owner agreement is desired, but not required.
6. The City may not eliminate any playground equipment or playgrounds without obtaining the written permission of the Playground Owner. This provision does not apply to playground equipment deemed hazardous under the aforementioned guidelines.
7. The City shall be responsible for procuring and maintaining liability insurance on the playground and related playground equipment as described above. The Playground Owner shall be responsible for maintaining appropriate liability insurance on the playground.
8. The Playground Owner is responsible for maintaining the grounds, landscaping, trees, trash receptacles, trash collection, fencing, benches, lighting, etc. Failure to do so shall, after thirty (30) days written notice by the City, terminate this Agreement, at the sole discretion of the City. Where required, fences and benches must meet generally accepted guidelines such as those established by the CPSC.
9. The Playground Owner agrees to give an easement to the City allowing for equipment installation, equipment maintenance and public access as needed. The easement must be executed within thirty (30) days of the execution of this agreement. Failure to do so nullifies this agreement. The easement term must be for 20 years
10. Playground must be available to the public 7 days a week, from dawn to dusk, 365 days per year. Playground Owner must allow the City to install a sign at the playground indicating that the playground is City maintained and open to all City residents.
11. This agreement shall be in effect for a period of 20 years.

12. If a Playground Owner wishes to terminate this Agreement prior to the end of Agreement term, they must petition the City Council in order to do so. The Playground Owner will be required to reimburse the City for any improvements made to the playground on a prorated basis. City Council may terminate at its sole discretion.
13. If a Playground Owner wishes to terminate this Agreement at the conclusion of the Agreement term, they must give the City ninety (90) days written notice prior to the end of the easement term.
14. If the City wishes to terminate this Agreement, it must give the Playground Owner ninety (90) days written notice. A playground must be in compliance with generally accepted guidelines such as those established by the CPSC in order for the City to terminate the Agreement.
15. Six (6) months prior to the end of the Agreement term if the City wishes to renew this Agreement it must notify the Playground Owner in writing along with any proposed changes to the agreement and/or easement.
16. In the event of a default by Playground Owner of any duty herein, City may, at its discretion, cancel this Agreement and remove any equipment placed upon the playground by the City.
17. This Agreement contains the entire agreement between the parties.
18. This Agreement shall be binding upon the parties hereto their heirs; executors; personal representatives and assigns.
19. This Agreement shall be construed pursuant to the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first above written.

WITNESS:

David E. Moran

CITY OF GREENBELT, MARYLAND

by: Judith F. Davis
Judith F. Davis, Mayor

WITNESS:

Gretchen Overduff

GREENBELT HOMES INC.

by: Julia E. Eckhart
President

Attachment A

Eight (8) playgrounds described as follows:

Between 12 and 14 Hillside Road: As of July 1, 2005, the playground equipment consists of: a component climber, an 8' single pole swing, a see-saw and one (1) spring animal.

Behind 2 Laurel Hill Road: As of July 1, 2005, the playground equipment consists of: an 8' single pole swing, a see-saw, a 6' straight slide and two (2) spring animals

2 Research Road: As of July 1, 2005, the playground equipment consists of: a component climber, a 10' swing, a see-saw and one (1) spring animal.

Between 36 & 38 Ridge Road: As of July 1, 2005, the playground equipment consists of: a 10' swing, a 10' spiral slide, a see-saw and one (1) spring animal.

Between 4 & 6 Plateau Place: As of July 1, 2005, the playground equipment consists of: a component climber, an 8' arch swing, a see-saw and two (2) spring animals.

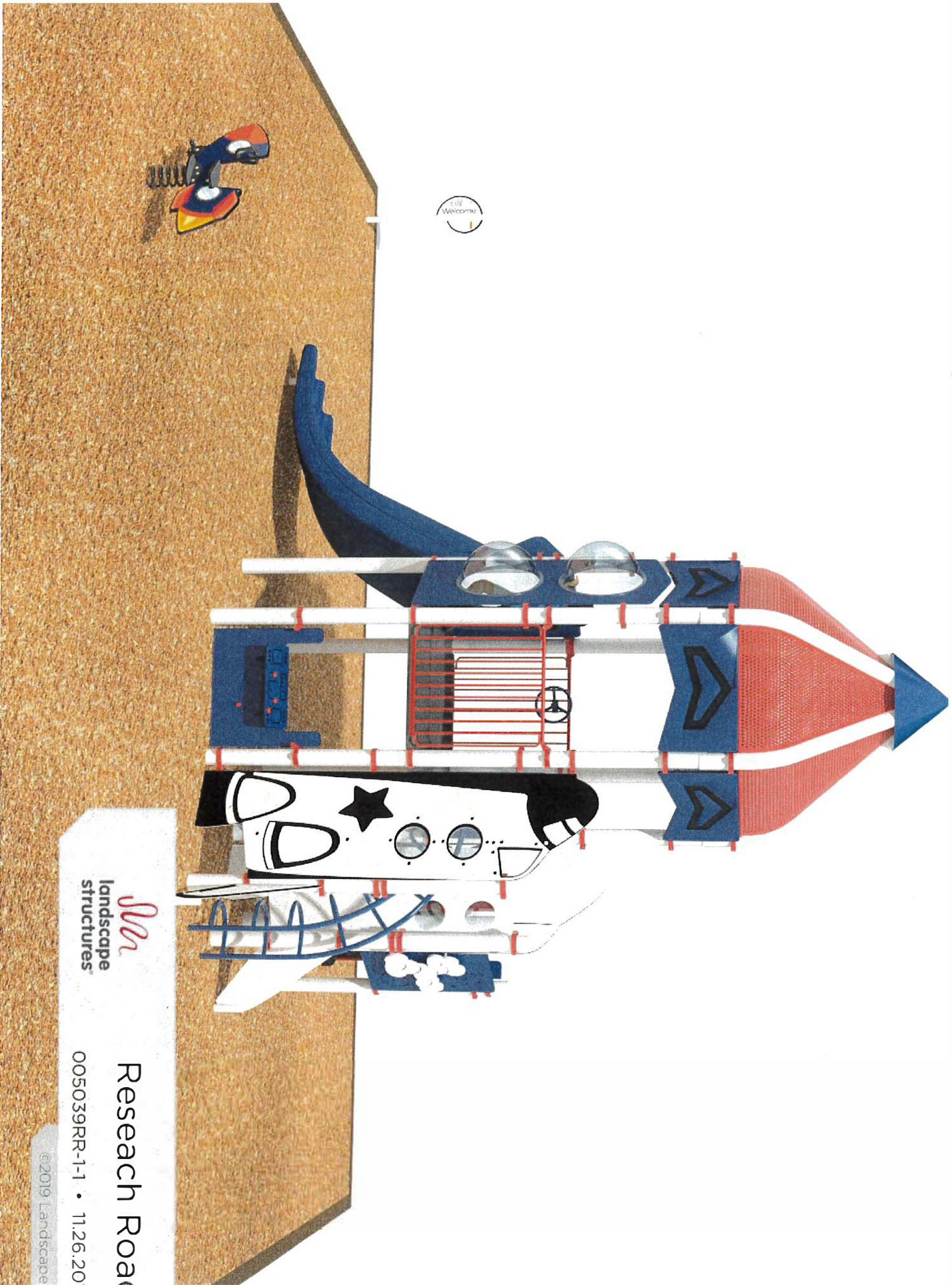
44 Ridge Road: As of July 1, 2005, the playground equipment consists of: a component climber, a T for 2 swing, a see-saw and one (1) spring animal.

7 Southway near McDonald Field: As of July 1, 2005, the playground equipment consists of: a component climber, a swing set, an 8' T for 2 swing, a 6' straight plastic slide, a see-saw and one (1) spring animal.

8 Southway: As of July 1, 2005, the playground equipment consists of: a component climber, an 8' swing, a see-saw and two (2) spring animals.



Item 6h. Attachment #8b



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landscape
structures

Research Road

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