

Mayor and Council

Executive Session and Work Session

April 9, 2024

Agenda

"The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe, and vibrant neighborhoods."

"The City of Hagerstown shall be a community focused municipality"

**The agenda and meeting packet is available at
www.hagerstownmd.org/government/agenda**

Be Kind to Lawyers Day – They have our backs & get us out of hot water!

EXECUTIVE SESSION

3:00 PM 1. The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.

3:00 PM 2. Executive Session

4:00 PM WORK SESSION

4:00 PM 1. Proclamation: National Poetry Month

4:05 PM 2. FY 2025 Budget Review - *Michelle Hepburn, Chief Financial Officer, and Brooke Garver, Accounting and Budget Manager*

4:45 PM 3. Overfill of Customer Service Position – *Michelle Hepburn, Chief Financial Officer and Beth Everhart, Support Services Manager*

4:50 PM 4. Community Health & Safety Works - Grant Application – *Brittany Arizmendi, Community Engagement Officer*

4:55 PM 5. Proposed Community Development Block Grant (CDBG) Annual Action Plan Amendments (Multiple Years) to Reconcile CDBG Activity Budget – *Jill Thompson, Director of Community & Economic Development and Margi Joe, Community Development Manager*

5:15 PM 6. Public Art Grant Agreement - Storied Playscape Near Park Circle - *Jim Bender, City Engineer*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Executive Session

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

April_9__2024_Executive_Session.pdf

Description

Executive Session Agenda



MAYOR AND CITY COUNCIL EXECUTIVE SESSION APRIL 9, 2024 AGENDA

Vision Statement:

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.”

Mission Statement:

“The City of Hagerstown shall be a community focused municipality.”

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

3:00 p.m. EXECUTIVE SESSION

1. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including: (#10; ii)
 - (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;

**Cybersecurity Updates*

2. To consult with counsel to obtain legal advice; (#7)
 - *Potential Lease Agreement for Hagerstown Police Department Operations*
 - *Potential Policy Change*

3. To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; (#1)

** Board Membership –*

Board of Code Appeals, Historic District Commission, Board of Zoning Appeals, and Planning Commission

***AUTHORITY: Annotated Code of Maryland, General Provisions Article: Section 3-305(b)**
(Subsection is noted in parentheses)

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: April 9, 2024

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 3:00 p.m.

AUTHORITY: **ANNOTATED CODE OF MARYLAND, GENERAL PROVISIONS ARTICLE:** **Section 3-305(b) :**

1. To discuss:
 - ☒ (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
 - ☐ (ii) any other personnel matter that affects one or more specific individuals;
- ☐ 2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;
- ☐ 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;
- ☐ 4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- ☐ 5. To consider the investment of public funds;
- ☐ 6. To consider the marketing of public securities;
- ☒ 7. To consult with counsel to obtain legal advice;
- ☐ 8. To consult with staff, consultants, or other individuals about pending or potential litigation;
- ☐ 9. To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- ☒ 10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
 - (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- ☐ 11. To prepare, administer or grade a scholastic, licensing, or qualifying examination;
- ☐ 12. To conduct or discuss an investigative proceeding on actual or possible criminal conduct; or
- ☐ 13. To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
- ☐ 14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
- ☐ 15. Administrative Function

EXECUTIVE SESSION AGENDA

*City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740
301.739.8577, Ext. 113 • Telephone for the Hearing Impaired 301.797.6617*

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Proclamation: National Poetry Month

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

FY 2025 Budget Review - *Michelle Hepburn, Chief Financial Officer, and Brooke Garver, Accounting and Budget Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

FY25_Budget_Review_Memo_04-09-2024.pdf

Description

FY 2025 Budget Review



CITY OF HAGERSTOWN, MARYLAND

Finance & Accounting Department

One East Franklin Street • Hagerstown, MD 21740

Telephone: 301.766.4142 • Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

From: Michelle Hepburn, Chief Financial Officer
Brooke Garver, Accounting & Budget Manager

Date: April 9, 2024

Subject: FY25 Budget Review

On Tuesday, April 2, 2024, we began FY25 Proposed Budget discussions with a summarized overview. Staff will continue to review the FY25 Proposed Budget through April and May. The schedule outlined below is a draft and can be updated based upon time needed and discussion topics.

April 9, 2024:

1. Assessable Base and Property Tax Rate – Section 1, Pages 6-7
2. Appropriation of GF Fund Balance Reserves – Section 1, Page 9
3. General Fund Revenue and Expenditure Budget Comparisons – Section 1, Pages 38-40
4. General Fund Overview Statement of Revenue and Expenditures – Section 2, Pages 1-4
5. General Fund 5 Year Projections – Section 6
 - a. General Fund Revenue Projections – Pages 3, 5, and 7
 - b. General Fund Expenditures Projections – Pages 4, 9 and 10
 - c. General Fund Debt Service Projections – Pages 12-13
6. General Fund Operating Revenue – Section 2, Pages 5-14
7. General Fund Operating Budget Expenditures – Section 2, Pages 15-71

April 16, 2024

1. Parking Fund 5 Year Projections - Section 6, Pages 24-26
2. Water Fund 5 Year Projections - Section 6, Pages 18-20
3. Wastewater Fund 5 Year Projections - Section 6, Pages 21-23

April 16, 2024 through May 21, 2024:

Future budget review work sessions are anticipated to continue discussions on the General Fund and cover the following topics throughout April and May.

1. Economic Redevelopment Fund – Section 4, Pages 10-12
2. CDBG Fund – Section 4, Pages 3-8
3. American Rescue Plan Act of 2021 (ARPA) – Section 1, Page 8
4. Capital Improvement Program – Section 7
 - a. Strategic Plan – Pages 2-3
 - b. General Fund Projects by Funding Source (Bond Financing; CIP Fund Balance; and Transfers to CIP-General Fund) – Pages 16-20
5. Parking Fund Capital Improvement Projects - Section 7, Pages 39 and 160-163
6. Stormwater Fund 5 Year Projections - Section 6, Pages 31-32
7. Stormwater Fund Capital Improvement Projects - Section 7, Pages 45 and 169-177



8. Electric Fund 5 Year Projections - Section 6, Pages 15-17
9. Electric Fund Capital Improvement Projects - Section 7, Pages 31 and 110-131
10. Water Fund Capital Improvement Projects - Section 7, Pages 34 and Pages 132-145
11. Wastewater Fund Capital Improvement Projects - Section 7, Pages 36 and 146-159

May 7, 2024:

- Public Hearing: FY25 Budget and Property Tax Rate
- Introduction of Ordinances (FY25 Budget and Property Tax Rate)

May 21, 2024:

- Adoption of Ordinances (FY25 Budget and Property Tax Rate)

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Overfill of Customer Service Position – *Michelle Hepburn, Chief Financial Officer and Beth Everhart, Support Services Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

04.09.24_Temporary_Position_Overfill_Request.pdf

Description

Customer Service Request
to Temporary Overfill
Position



CITY OF HAGERSTOWN

MARYLAND

To: Scott Nicewarner, City Administrator

From: Beth Everhart, Support Services Manager
Michelle Hepburn, Chief Financial Officer

Date: April 9, 2024

Subject: Overfill Customer Service Position

Staff will present a request to hire 2 full-time employees, resulting in a temporary overfill. This request is being made due to 1 full-time, experienced employee transferring to another department March 25, 2024, and another 30-year employee's pending retirement in September 2024.

This will create a loss of experience in the department during a very busy time and if we are able to hire 2 at this time it will enable us to train in preparation for losing a long-term employee. The overfill will also assist during our move to 32 N. Potomac St., ensuring the drive thru will be covered and allow for adequate planning during the move. In addition, it will aide in having adequately trained employees through this transition time to ensure that all functions are covered and continue to maintain optimum customer service for the public.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Community Health & Safety Works - Grant Application – *Brittany Arizmendi, Community Engagement Officer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo_-_Community_Health__Safety_Works.pdf

Description

Memo - Community Health and Safety Works Grant Application



CITY OF HAGERSTOWN, MARYLAND

Office of Community Engagement
1 E Franklin Street, Suite 210A, Hagerstown, MD 21740

TO: Scott Nicewarner
FROM: Brittany Arizmendi, Community Engagement Officer
DATE: April 4, 2024
SUBJECT: Community Health & Safety Works - Grant Application

Staff will attend the April 9, 2024 Work Session to receive approval to apply for up to \$200,000 from the Department of Housing and Community Development's Community Health & Safety Works grant program. Place-based organizations located in Sustainable Communities within Maryland are encouraged to apply.

Downtown Hagerstown Main Street intends to apply to two different categories:

- **Community Placemaking** – intent to apply for \$100,000
- **Cameras, Lighting and Related Safety Services** – intent to apply for \$100,000

Funding will be used for enhancement of the Market Walk property between W Franklin Street and Wellers Alley.

Staff seeks Council support to move forward with applying for this grant.

Application is open with a deadline of April 25, 2024.

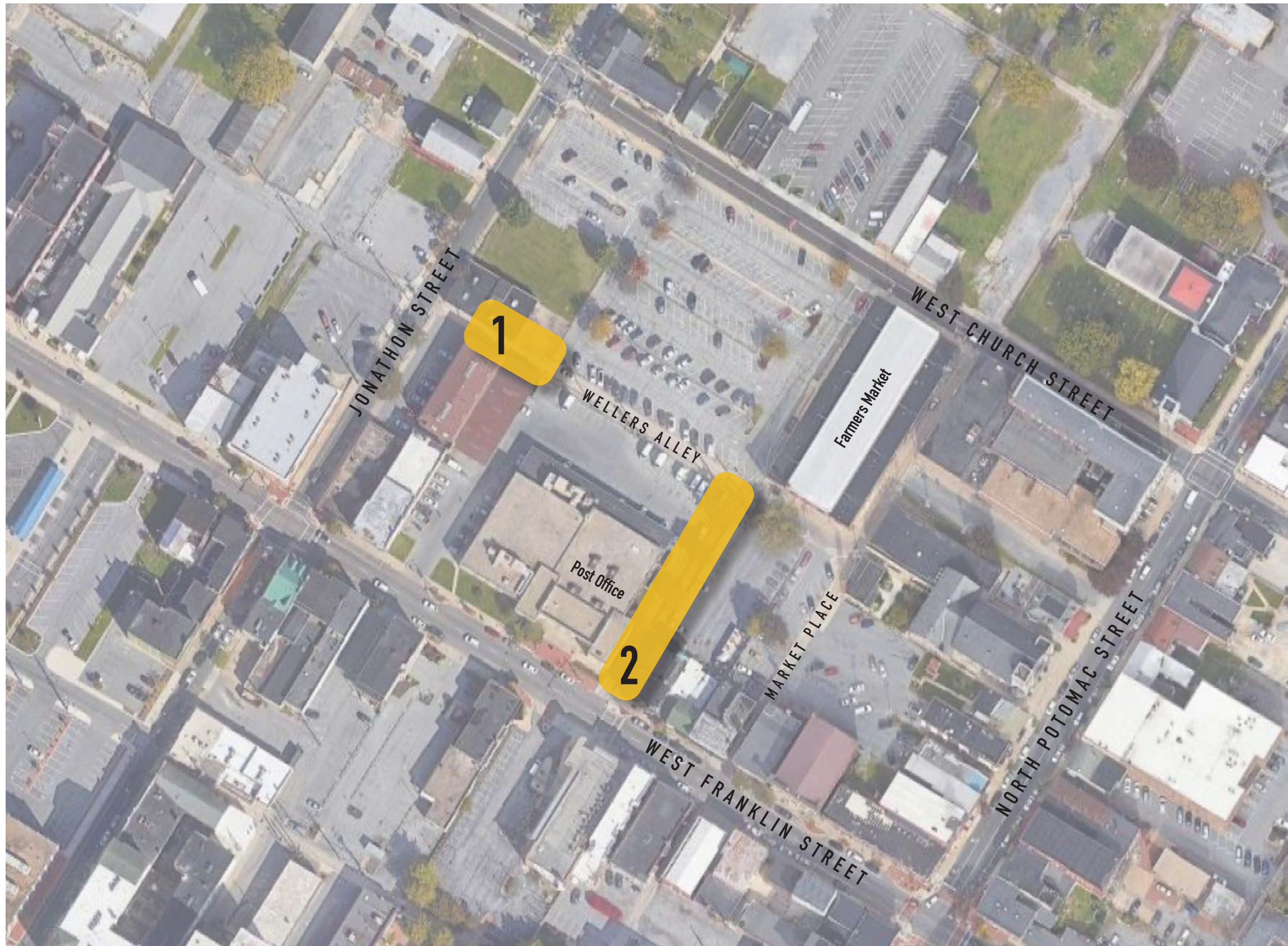
Jim Bender
Michelle Hepburn



ALLEY SCREENING & BUFFER CONCEPTS

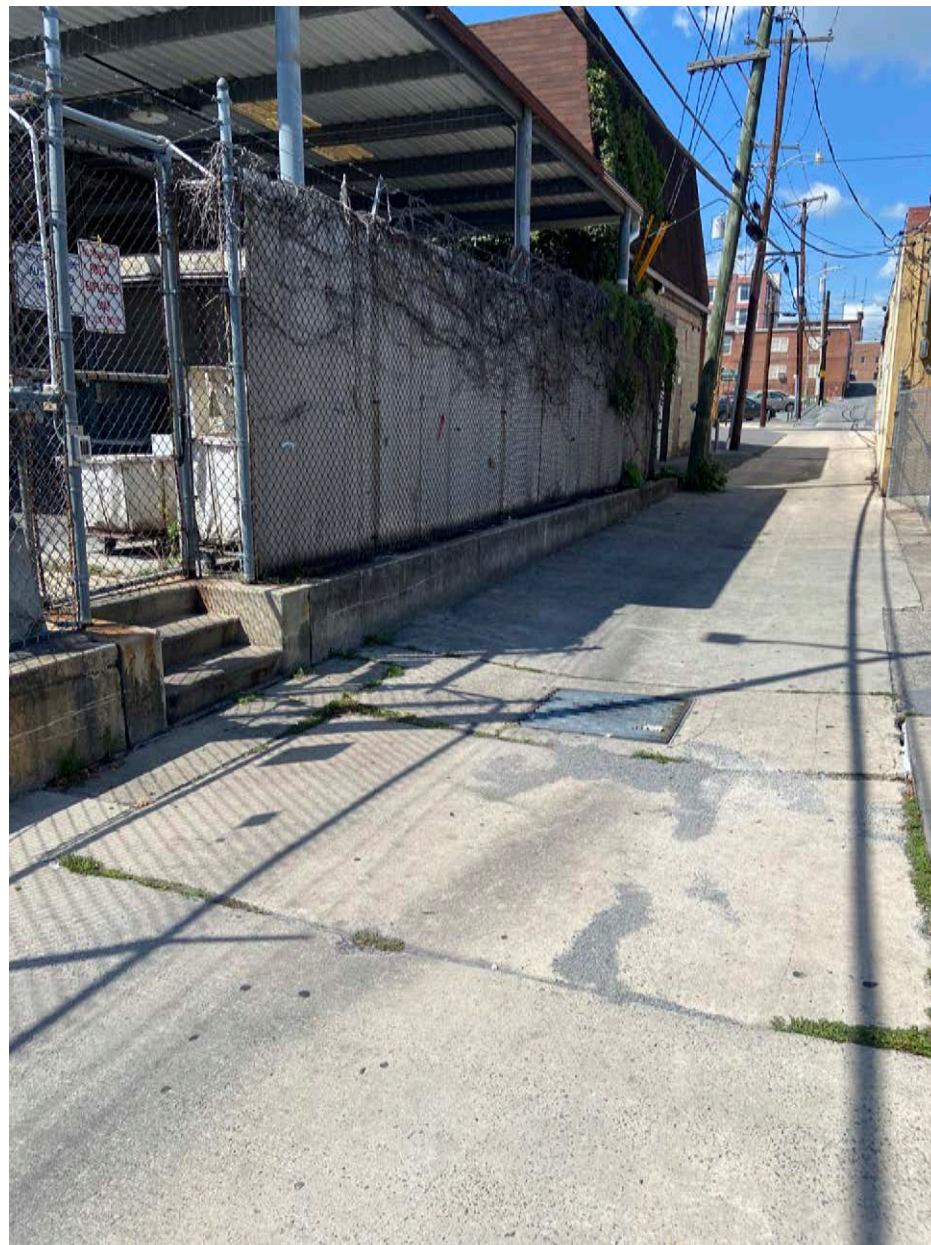
Hagerstown, Maryland

October 16, 2023



SITES
ALLEY CONCEPTS HAGERSTOWN, MARYLAND

- 1. WELLERS ALLEY
- 2. MARKET WALK LINKAGE



EXISTING CONDITIONS



STRING/CATENARY SECURITY LIGHTING (Optional)

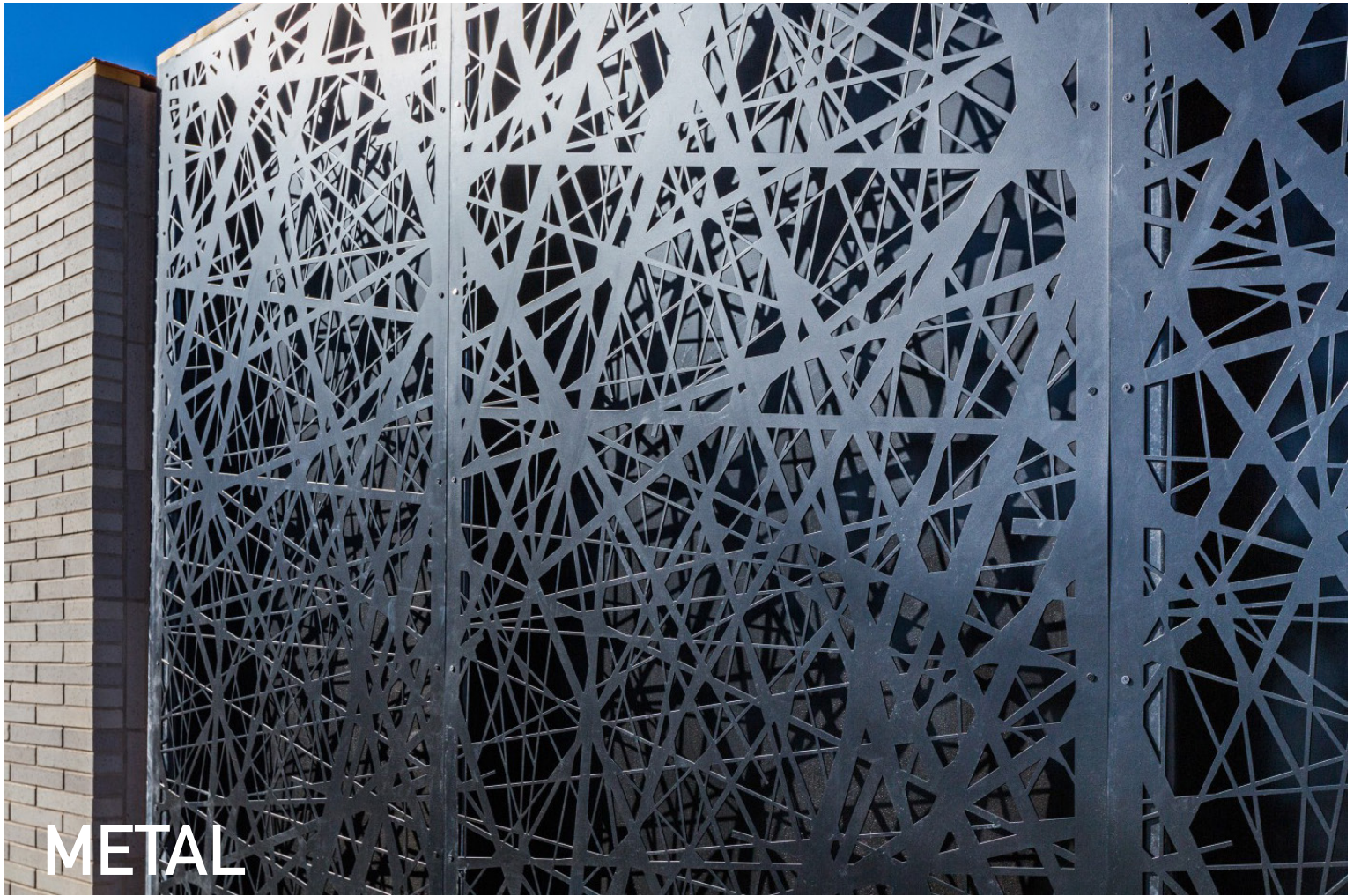
METAL ORNAMENTAL SCREEN PANEL (see Examples)

POST SYSTEM - ATTACH TO TOP OF CONCRETE WALL

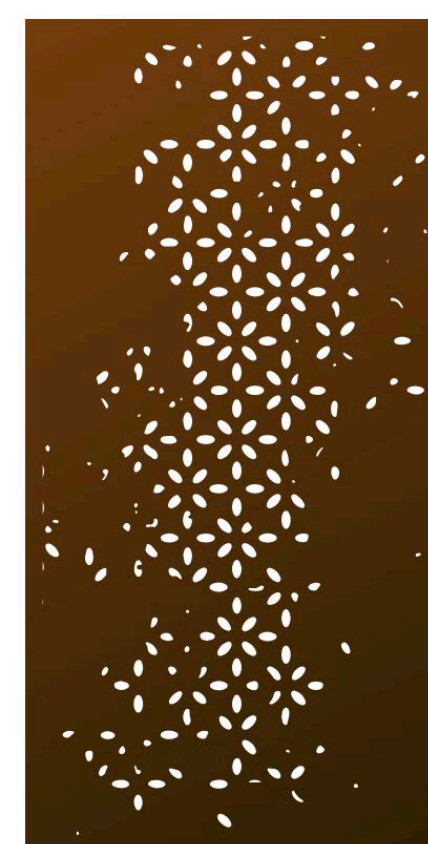
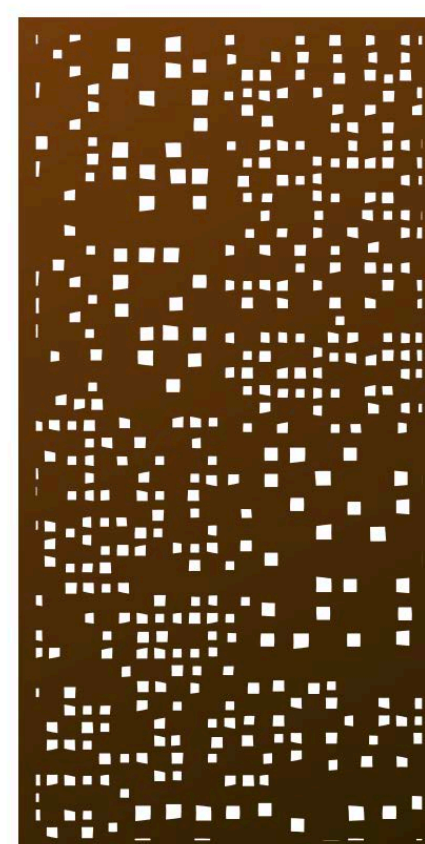
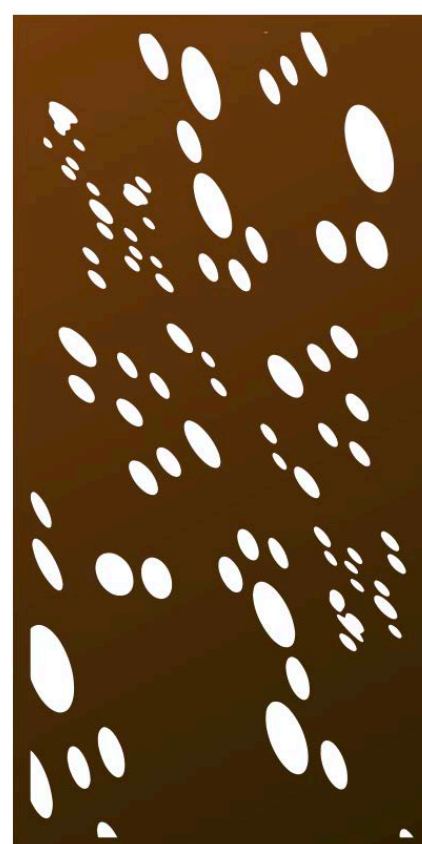
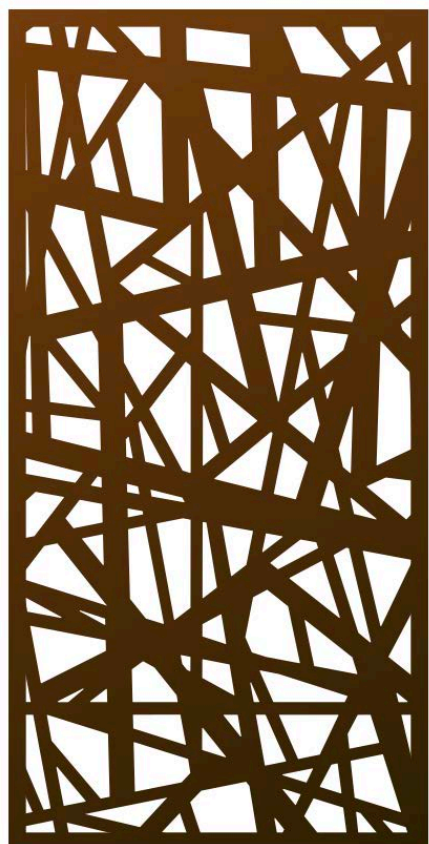
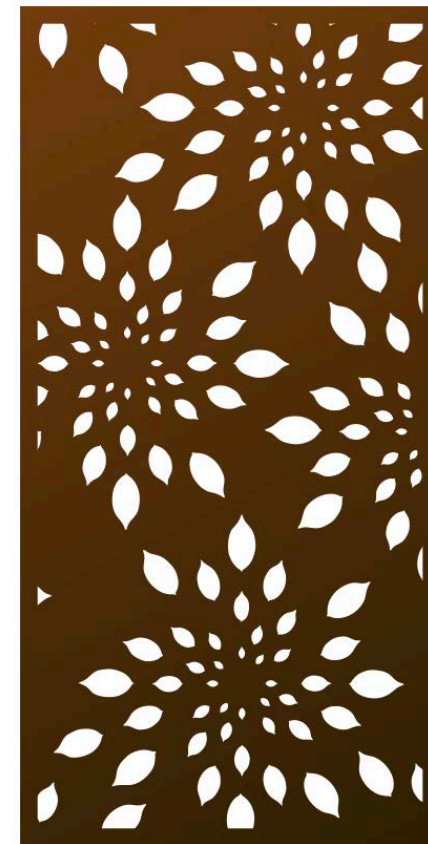
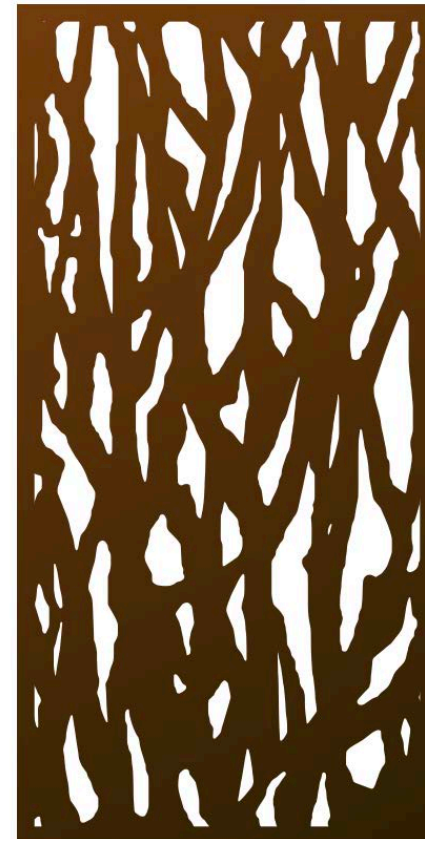
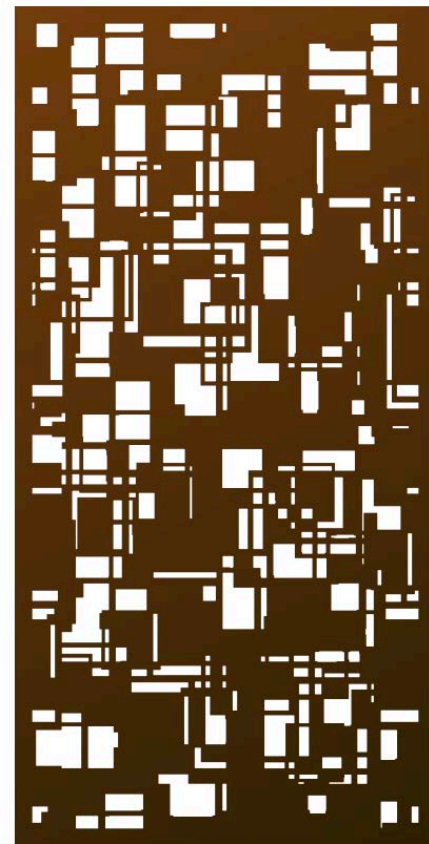
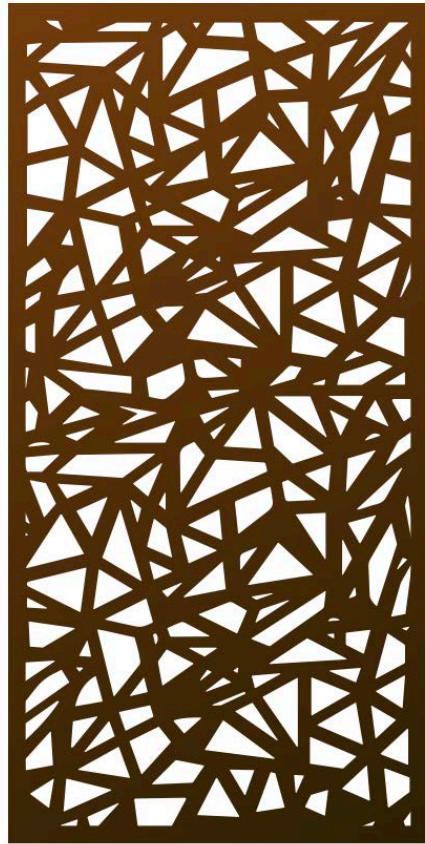
ORNAMENTAL GATE (AS NEEDED/DESIRED)

EXISTING ALLEY

1. WELLER ALLEY: OPTION A
ALLEY CONCEPTS HAGERSTOWN, MARYLAND



1. WELLER ALLEY: PRECEDENT
ALLEY CONCEPTS HAGERSTOWN, MARYLAND



1. WELLER ALLEY: PRECEDENT
ALLEY CONCEPTS HAGERSTOWN, MARYLAND

EXAMPLES OF ORNAMENTAL SCREEN PANEL PATTERNS
www.parasoleil.com



EXISTING CONDITIONS



PENDANT/WALL SCONCE
SECURITY LIGHTING (Optional)

WOOD OR OTHER MATERIAL
CLADDED SCREEN WALL

POST SYSTEM - ATTACH TO TOP
OF CONCRETE WALL

GATE (AS NEEDED/DESIRED)

EXISTING ALLEY

1. WELLER ALLEY: OPTION B
ALLEY CONCEPTS HAGERSTOWN, MARYLAND



EXISTING CONDITIONS



EXISTING TREES (TO REMAIN)

EXISTING LIGHTS (TO REMAIN)

ORNAMENTAL FENCE

EXISTING WALL

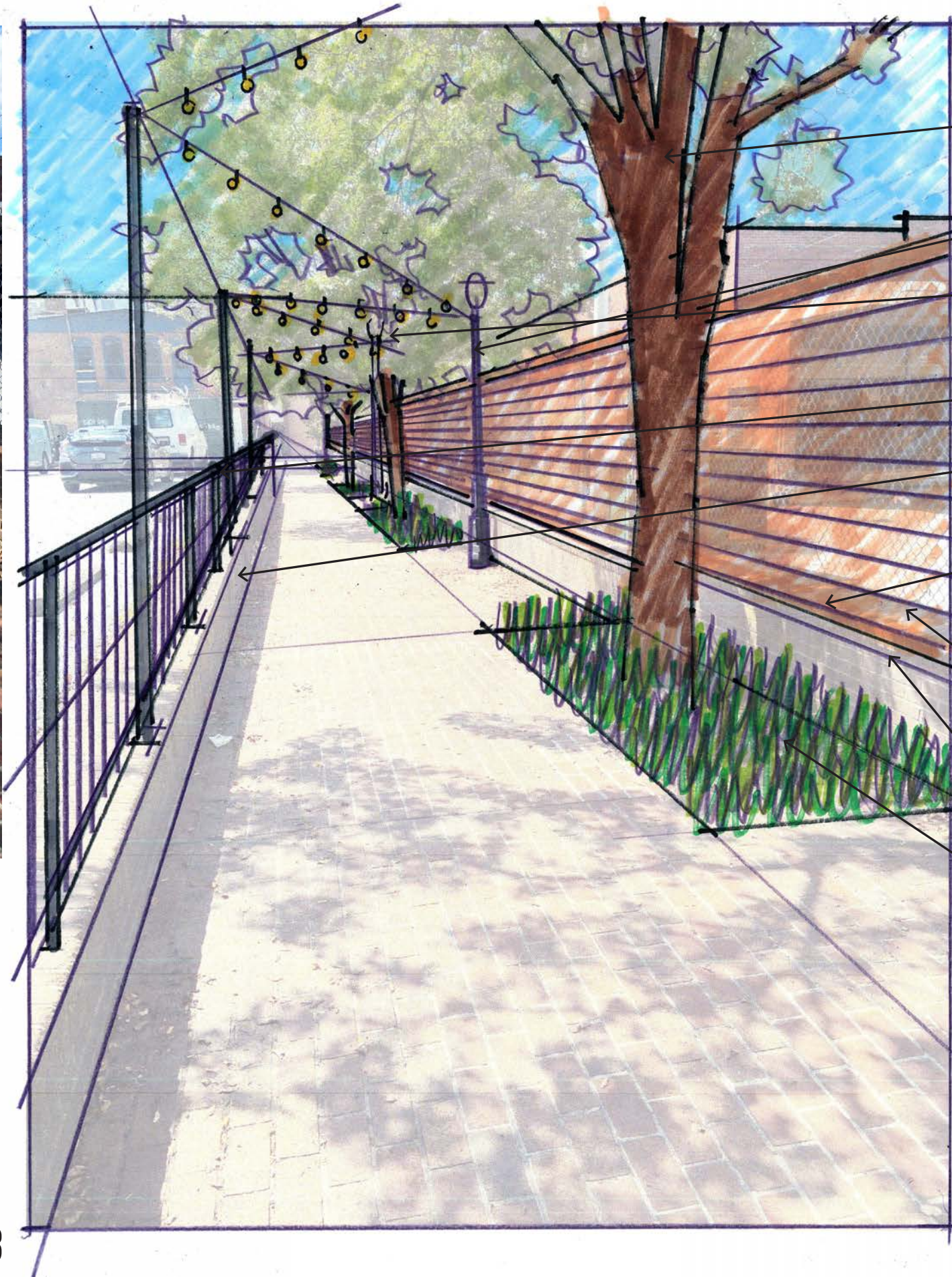
NEW SHRUB PLANTING IN FRONT OF EXISTING WALL

REMOVE BRICK BETWEEN EXISTING TREE PIT AREAS - CREATE NEW PLANTING BED

2. MARKET WALK CONNECTION: OPTION A
ALLEY CONCEPTS HAGERSTOWN, MARYLAND



EXISTING CONDITIONS



- EXISTING TREES (TO REMAIN)
- EXISTING LIGHTS (TO REMAIN)
- STRING/CATENARY LIGHTING (OPTIONAL) - ADD POLES
- ORNAMENTAL FENCE
- EXISTING WALL
- MOUNT POSTS ON WALL TOP NEAR EXISTING WALL CAP EDGE
- WOOD OR OTHER MATERIAL CLADDED SCREEN WALL
- SMALL WALL CAP LIP
- EXPAND TREE PLANTER PIT SLIGHTLY - NEW GROUNDCOVER PLANTING (ex: Liriope sp.)

2. MARKET WALK CONNECTION: OPTION B

ALLEY CONCEPTS HAGERSTOWN, MARYLAND

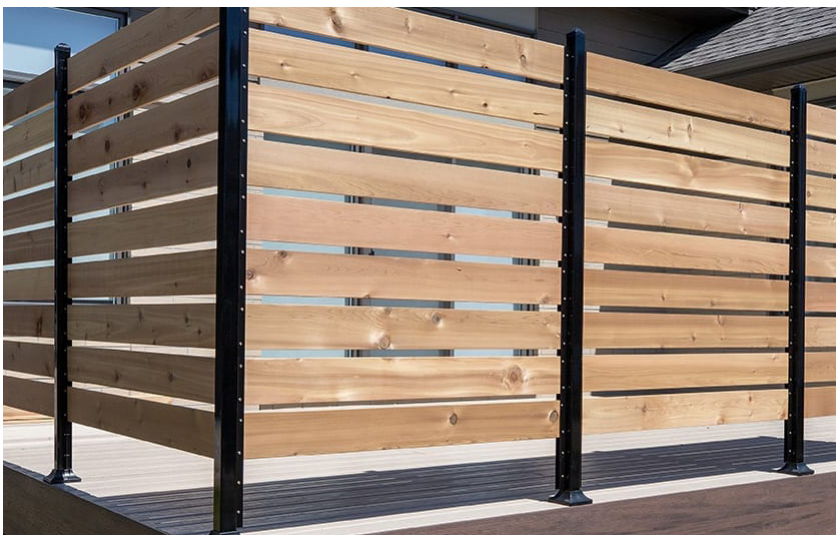
SHRUB PLANTING



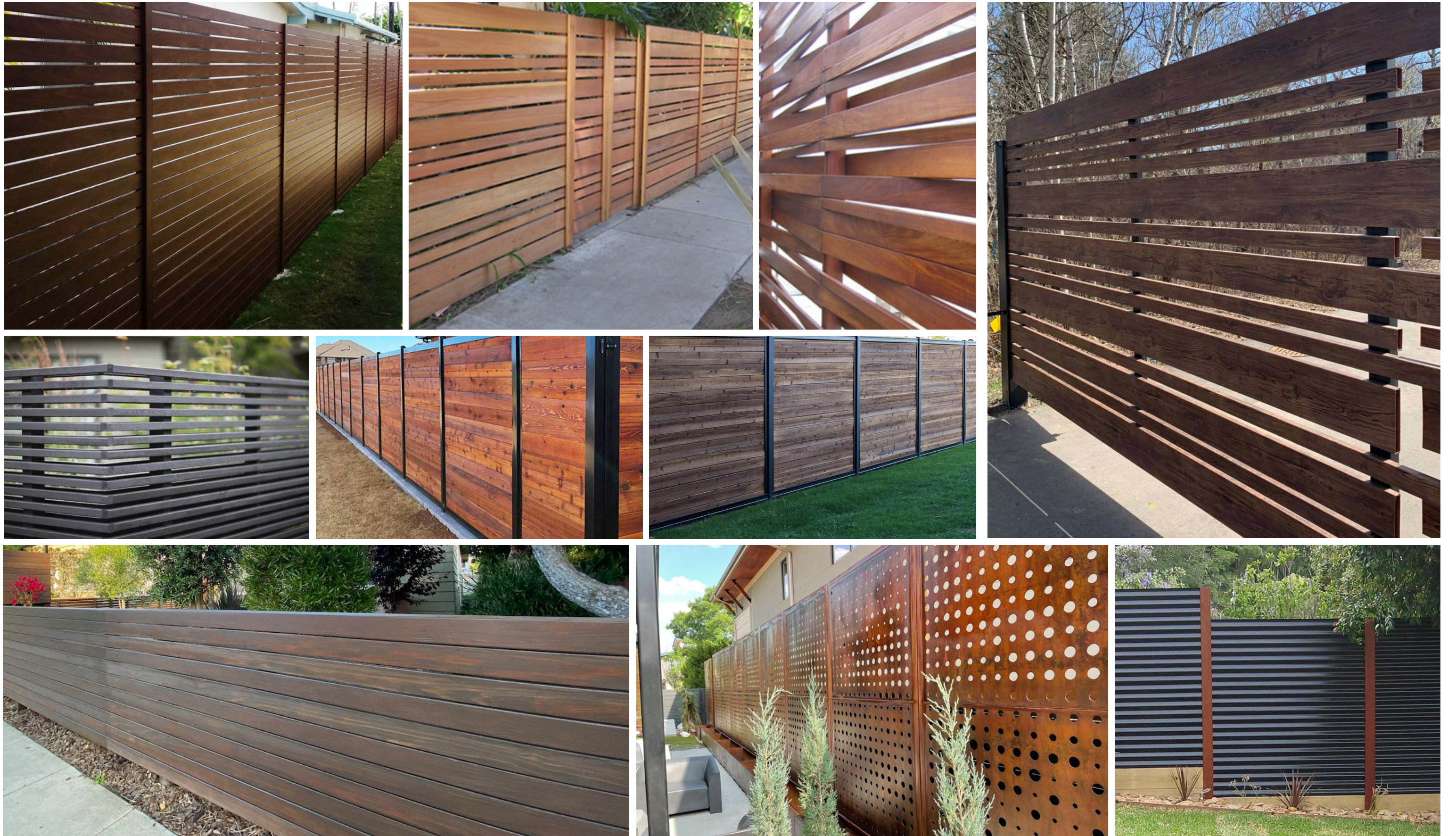
Ilex meserveae 'blue princess'
Blue Princess Holly

Osmanthus heterophylus
Chinese Holly/False Holly

SCREENING



1. WELLER ALLEY: PLANTING & PRECEDENT
ALLEY CONCEPTS HAGERSTOWN, MARYLAND

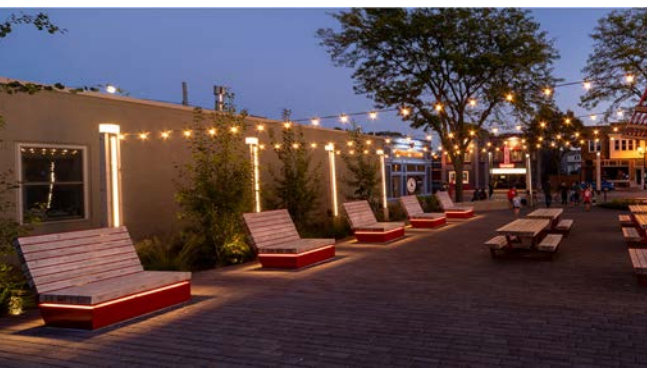
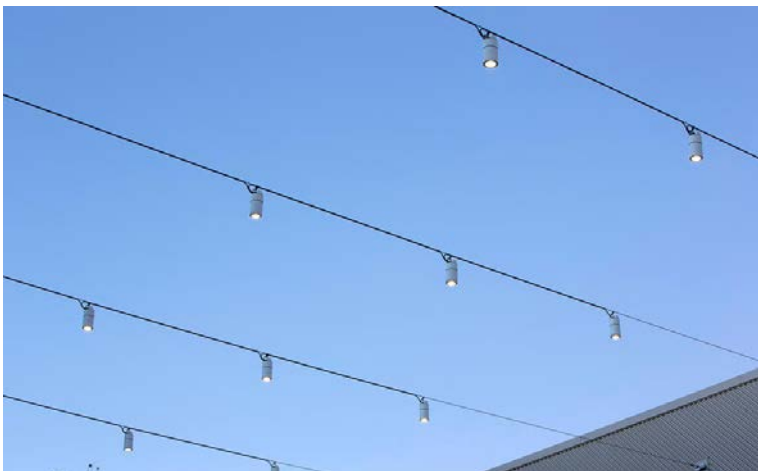


ADDITIONAL PRECEDENT: SCREENING
ALLEY CONCEPTS HAGERSTOWN, MARYLAND

ORNAMENTAL FENCE



LIGHTING



ADDITIONAL PRECEDENT
ALLEY CONCEPTS HAGERSTOWN, MARYLAND

Hagerstown Alley Cost Estimate

Item	QTY	UNIT	PRICE/UNIT	Total Cost	Notes
Perforated Metal Screen Fence	50	LF	\$ 1,390.00	\$ 69,500.00	
Picket Fence (Metal)	240	LF	\$ 275.00	\$ 66,000.00	
Groundcover plantings	1200	sf	\$ 9.00	\$ 10,800.00	
Soils	44	cy	\$ 120.00	\$ 5,280.00	
Brick Demo	1200	sf	\$ 1.50	\$ 1,800.00	
Brick Edge Restraint	240	LF	\$ 8.35	\$ 2,004.00	
Perforated Panel Footings	14	ea	\$ 300.00	\$ 4,200.00	
Total Hard Costs:				\$ 159,584.00	

Total with credits:	\$	159,584.00	
GC Fee	\$	23,937.60	15%
Escalation	\$	7,979.20	5%
Bonds	\$	1,994.80	1.25%
Contingency	\$	15,958.40	10%
Liability	\$	1,595.84	1%
Project Total	\$	211,049.84	

*Cost estimate provided for client budgetary and fundraising purposes only. Estimates are not a guarantee of pricing.



Community Health and Safety Works - Cameras, Lighting and Related Safety Services

2024

FY24 Round

- **Funding:** \$10 million total for all projects in Baltimore City and Sustainable Community Areas elsewhere in the state.
- **Timeline:**
 - March 21, 2024: Application opened in the Maryland OneStop
 - March 28, 2024 10am - 11am: Cameras and Lighting Virtual Training
 - April 2, 2024 11am - 12pm: Technical Assistance Virtual Training
 - **April 3, 2024 10am - 11am: Placemaking/Environmental Justice Virtual Training**
 - April 25, 2024: Applications closing in OneStop at 11:59pm
 - June 2024: Awards will be announced
 - December 31, 2025: Grant term will end

Who Can Apply

Eligible Applicants:

- Tax exempt nonprofits
- Community-based organizations with a nonprofit fiscal sponsor
- Local government

Eligible Areas: Projects should be located in Baltimore City or within designated **Sustainable Communities Areas** elsewhere in the state. Use the [DHCD Neighborhood Revitalization Mapper](#) website to identify if the project addresses are located in an eligible area.

Community Placemaking

Community Placemaking

- Projects that engage artists and designers to support **community-led initiatives to beautify and activate** formerly vacant or blighted sites.
- Grants **\$35,000 - \$100,000**



Community Placemaking: Eligible Project Examples

- **Public art installations:** including murals and sculpture
- **Performance spaces:** Live music, theater, festivals, markets, cultural exchanges, and dance performances that draw community members into the space
- **Public space amenities:** Seating, planters, shade structures, children's play areas, signage, bike racks, and other site amenities that improve residents/visitors experience in the space
- **Lighting:** Lighting design that enhances the atmosphere of the space and encourages a welcoming environment and increased use.
- **Fences and entry gates:** Define the boundaries of a public space and encourage its use for positive, community-building activities and safe pedestrian access

Carey St. Pocket Park: Vacant lot turned community garden and mural



Photo: Arts + Parks (Lead Artist and Landscaping Design team)

[26th Street Green](#): Closed neighborhood street as performance + gathering space

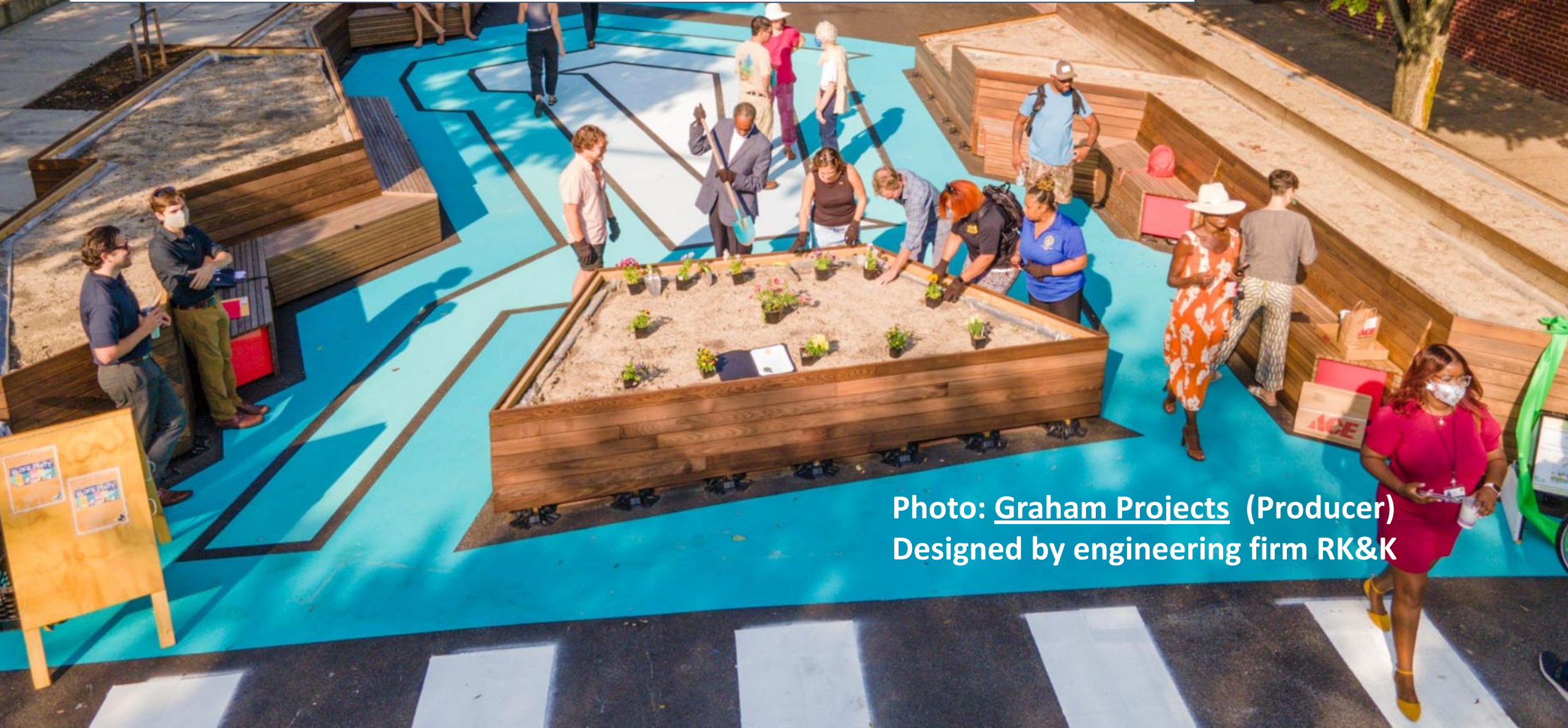
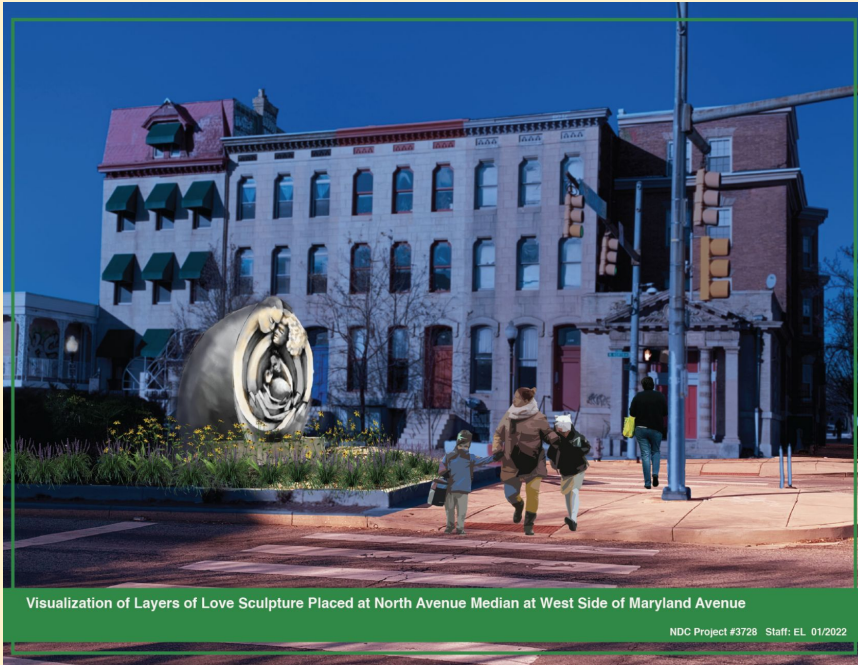


Photo: [Graham Projects](#) (Producer)
Designed by engineering firm RK&K

Maintenance Plan: sample



Maintenance Task	Dormant Season			Late Winter / Early Spring			Growing Season			Late Summer / Early Fall		
	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Cut Back Perennials												
Cut Back Grasses												
Apply Mulch / Soil Amendment												
Test Soil												
Watering												
Pruning												
Weeding												

= High Intensity Activity
 = Low Intensity Activity

Sample maintenance chart to care for new landscaping

Cameras, Lighting and Related Safety Services

Cameras, Lighting and Related Safety Services

- Eligible projects will address illegal and dangerous activities from communities through **lighting, camera surveillance strategies** and **related community safety services**
- Grants between **\$35,000 - \$100,000**



Example

Ellwood Park, Baltimore String Lights & “Get Lit” Block Party



“Get Lit” block party on 500 Block of N. Robinson Street



String lights on 500 Block of N. Robinson Street

Examples

Havre de Grace's lighted treescape



Alleyway lighting from Downtown Frederick Partnership

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Proposed Community Development Block Grant (CDBG) Annual Action Plan Amendments (Multiple Years) to Reconcile CDBG Activity Budget – *Jill Thompson, Director of Community & Economic Development and Margi Joe, Community Development Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

040924_WS_CDBG_Amendments.pdf

Description

Proposed CBDG Annual
Action Plan Amendments



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

14 N. Potomac Street • Suite 200A • Hagerstown, MD 21740

Email: DCED@Hagerstownmd.org

Telephone: 301.739.8577, Ext. 111 • Website: www.hagerstownmd.org/DCED

To: Scott Nicewarner, City Administrator

From: Margi Joe, Community Development Manager
Jill Thompson, Director of Community & Economic Development

Date: April 5, 2024

RE: Proposed CDBG Annual Action Plan Amendments (multiple years) to reconcile CDBG Activity Budget

Staff will attend the April 9, 2024 Work Session to review recommended amendments to the Community Development Block Grant (CDBG) Annual Action Plan for multiple activity years. These amendments are required to reconcile CDBG funding allocations with the City budget in MUNIS.

Staff review of CDBG activities in IDIS (HUD portal) and MUNIS (City financial software) determined that several approved CDBG activities were never initiated or were duplicated in later fiscal years.

In order to reconcile utilization of funding for these program years, staff recommend the following:

- Cancellation/Reduction of identified projects' budgets
- Reallocation of funds related to one program

Amending the CDBG Action Plan involves routine processes typically handled by staff. Per the Citizen Participation Plan, cancellation of activities or reallocation in excess of \$25,000 also requires Mayor and City Council approval. With Mayor and City Council support, staff will proceed with the required Public Notice providing 30 days for comments.

Staff seeks approval of the proposed amendments at the May 28, 2024 Regular Session.

Staff will be available to address any questions or concerns on recommended actions described above.

Attached: Draft Motion
Draft Public Notice with Detail of Proposed Amendments

c. Michelle Hepburn, Chief Financial Officer
Brooke Garver, Accounting & Budget Manager
Jeff Lear, Senior Accountant
Rachel Paul, Planning & Outreach Coordinator
Sue Kyler, Project & Program Coordinator
Amanda Gregg, Finance Specialist

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

May 28, 2024

TOPIC: Amendments to Community Development Block Grant (CDBG)
Annual Action Plans

Charter Amendment	___
Code Amendment	___
Ordinance	___
Resolution	___
Other	<u> X </u>

MOTION: I hereby move for the Mayor and City Council to amend the Fiscal Year 2015, 2016, 2017, 2019, 2020, 2021, 2022, 2023, and 2024 Community Development Block Grant Annual Action Plans in order to reconcile budget utilization. The public notice showing details of the CDBG amendments is attached.

DATE OF INTRODUCTION:	05/28/2024
DATE OF PASSAGE:	05/28/2024
EFFECTIVE DATE:	05/28/2024

[PUBLIC NOTICE]
CITY OF HAGERSTOWN, MARYLAND
AMENDMENTS TO FY15-FY24 ANNUAL ACTION PLANS
TO CONSOLIDATE/RECONCILE BUDGET UTILIZATION

City staff review of aged CDBG activities determined that several approved activities were never initiated or were duplicated in later fiscal years. The City recommends cancellation/reduction of these projects' budgets. The reason for each amendment is to reconcile budget utilization.

The City proposes to amend the following CDBG activities in the FY2015-FY2024 Annual Action Plans:

FY2015 Single Family Rehabilitation Loans: Consider activity complete at \$50,070 spent of the original \$81,863 budget. Balance cancelled.

FY2016 Single Family Homeownership Program: Consider activity complete at \$149,231.04 spent of the original \$200,000 budget. Balance cancelled.

FY2017 Single Family Homeownership Program: Consider activity complete at \$173,255.49 spent of the original \$256,941 budget. Balance cancelled.

FY2019 Demolition of Buildings: Activity cancelled, duplicate activity created in FY2020. \$100,000 balance cancelled.

FY2020 Clearance and Demolition of Buildings: Reduce funding amount from \$146,366 to \$100,000. Balance canceled.

FY2020 Single Family Homeownership Administration: Cancel activity. \$4000 balance cancelled.

FY2021 Residential Rental Rehabilitation Loan Program: Cancel activity. \$50,000 balance cancelled.

FY2022 City Park Pedestrian Bridges Reconstruction: Reduce funded amount from \$60,000 to \$20,000. Balance cancelled. The City General Fund will absorb the balance of expenditures.

FY2022 Public Facility Loans: Reduce funded amount from \$126,000 to \$5,110. Balance cancelled.

FY2022 Misc. Public Service Activities: Cancel activity. \$10,300 balance cancelled.

FY2023 Wheaton Park Enhancements: Reduce funded amount from \$157,000 to \$107,000. Balance cancelled.

FY2023 Residential Single Family Rehabilitation Loan Program: Cancel activity. \$50,000 balance cancelled.

FY2023 General Program Administration: Activity complete at \$84,900.08 spent of the original \$145,789 budget. Balance cancelled.

FY2024 Wheaton Park Enhancement Project – Phase II: Reduce funded amount from \$250,000 to \$100,000. Balance cancelled. City ARPA funding will be used toward this project.

FY2024 Public Service – Hagerstown Area Police Athletic League (PAL): Activity cancelled (PAL declined grant award). \$20,000 balance cancelled.

FY2024 Residential Single Family Rehabilitation Loan Program: Activity cancelled. \$35,000 will be reallocated to FY2024 Single Family Emergency Repair Grant Program.

The City will receive comments from interested individuals until May 15, 2024. Individuals interested in commenting may contact:

Department of Community and Economic Development

14 N. Potomac Street, Suite 200A

Hagerstown, MD 21740

301-739-8577 x111

mjoe@hagerstownmd.org

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Public Art Grant Agreement - Storied Playscape Near Park Circle - *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Art_Grant_Agreement.pdf

Description

Public Art Grant Agreement
- Storied Playscape Near
Park Circle



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

April 9, 2024

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Public Art Grant Agreement
Storied Playscape near Park Circle

1. Background

In March 2023, with the authorization of the City Council, staff applied for a Public Art Across Maryland (PAAM) grant for an interactive art installation at the triangle near the Clara Barton Memorial site. That application was denied. Staff then reapplied for the grant during the next cycle, and we have just been notified that our application has now been accepted. If the Council is in agreement, staff will work with the selected artist to complete the design, fabrication and installation of the sculpture.

2. Mayor and Council Action Requested:

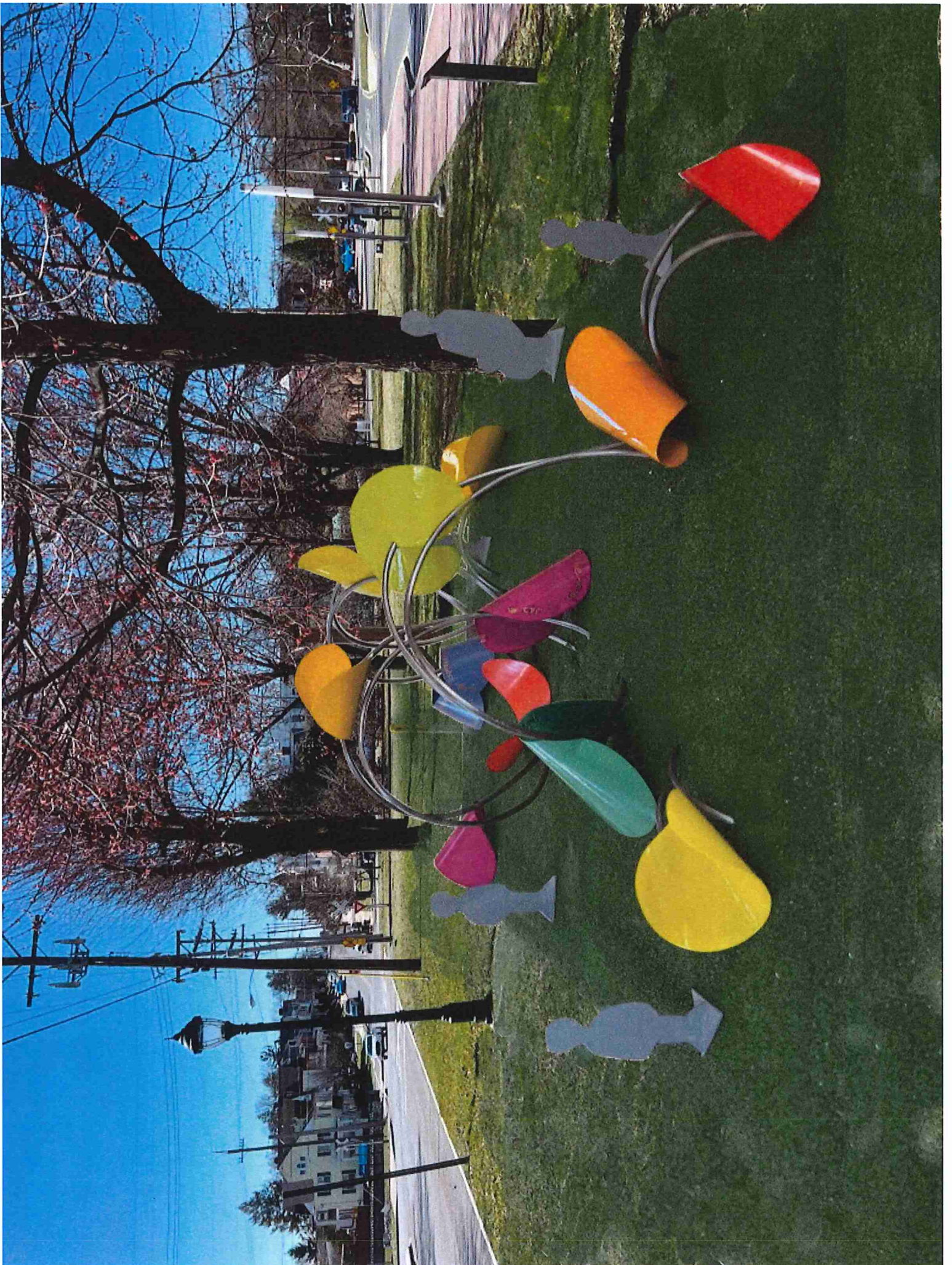
Determine whether or not to accept the grant and, if so, authorize execution of an agreement with the artist so that staff may proceed with the project. Staff will be at the work session to discuss.

3. Discussion

The design that was endorsed by the City Council in 2023 was a piece titled "Train of Thought", presented by artist Mary Ann Mears. A rendering of the design is attached. Ms. Mears anticipated budget to complete the work is \$50,000. The amount of the PAAM grant is \$30,000; in the FY 25 budget, staff has requested an additional \$20,000 from the Public Art CIP to complete the project.

attachments: Rendering of proposed artwork
Grant Agreement
Artist Agreement

Brittany Arizmendi
Michelle Hepburn





March 19, 2024
Public Art Across Maryland
2024-28060

MARYLAND STATE ARTS COUNCIL GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is made by and between the Maryland State Arts Council ("MSAC"), a unit of the Department of Commerce (the "Department"), a principal department of the State of Maryland ("State") and [City of Hagerstown] ("Grantee") whose Federal Identification Number (FID) or Social Security Number (SSN) is 52-6000794.

RECITALS

Grantee has requested grant assistance from MSAC in order to undertake activities consistent with Title 4, Subtitle 5 of the Economic Development Article of the Annotated Code of Maryland, which authorizes MSAC to make grants to organizations and individual artists in order to create a nurturing climate for the arts in the State and to ensure that the role of the arts in the lives of citizens of the State shall continue to grow and play a significant part in their welfare and educational experience.

The General Assembly of Maryland has authorized the grant assistance through an appropriation in the annual state budget.

MSAC is also authorized to use certain funds received by various federal entities to help fund its grant assistance programs. All, some, or none of the funds disbursed through this Agreement may be from such federal funding. In the event that some of the funds disbursed through this Agreement contain federal funding, MSAC will make the Grantee aware and Grantee acknowledges and agrees that it may be required to adhere to certain rules, regulations, and/or guidelines imposed by the federal entity providing the federal funding.

MSAC has approved the award of grant funds to the Grantee, to be expended by Grantee in accordance with the terms and conditions of this Agreement.

IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this Agreement, MSAC and the Grantee agree as follows:

1. **Grant.** Subject to the continuing availability of funds, as determined by MSAC in its sole discretion, MSAC agrees to provide Grantee with funds in an amount not to exceed [\$30,000.00] (the "Grant Funds").

2. Application. Grantee's application for grant assistance (the "Application") is available to grantee in Smart Simple where Grantee submitted the application. Grantee can view the application by logging into Smart Simple (marylandarts.smartsimple.com) with their login and password. Grantee warrants and certifies that all of the information and representations contained in the Application are and remain true and complete in all material respects. **The Application is incorporated herein as Exhibit A.**

3. Grant Guidelines. Grantee acknowledges receipt of the FY 2024 Grant Guidelines and Information available on the MSAC website <http://www.msac.org> under the appropriate grant type, incorporated herein by reference, and agrees to abide by its terms and conditions.

4. Use of Grant Funds: Grantee will use Grant Funds in accordance with the activities described in Exhibit A (Grantee's Application) and in accordance with all applicable guidelines set forth in Provision 3 above.

5. Grantee shall not use any Grant Funds to make contributions:

- (a) to any persons who hold, or are candidates for, elected office;
- (b) to any political party, organization, or action committee;
- (c) in connection with any political campaign or referendum; or
- (d) for lobbying activities.

6. Term of Agreement.

This Agreement is effective upon execution by MSAC. Unless sooner terminated pursuant to Section 18 or 19 of this Agreement or by the mutual consent of Grantee and MSAC, this Agreement shall remain in effect until the final amounts of the Grant have been disbursed, all reports and records due by the Grantee have been received by MSAC, and there has been a final settlement and conclusion between MSAC and Grantee of all issues arising out of the Grant. It is anticipated and agreed that all reports and records due by Grantee shall be delivered to MSAC no later than the final report due date as communicated to the grantee in grant guidelines, if not sooner as provided otherwise herein or in any exhibit attached and incorporated herein, and that the final settlement and conclusion between MSAC and Grantee shall be no later than the final report due date. Failure by the Grantee to deliver all reports and records by the final report due date and failure by Grantee to provide MSAC with all necessary documents and information to reach final settlement and conclusion by the final report due date shall constitute a material breach by the Grantee of this Agreement.

7. Disbursement.

(a) (i) Except for Grantees notified pursuant to paragraph (ii) below, Grants for Organizations grants and Community Arts Development grants, up to seventy five percent (75%) of the Grant shall be disbursed to Grantee upon full execution of the Agreement, provided that Grantee has submitted all reports and documentation for prior year grant(s) required by MSAC, if applicable. The remaining Grant funds shall be disbursed to Grantee after Grantee has met grant report requirements, such as submitting a satisfactory interim report.

(ii) For Grantees notified by MSAC, payment will occur in four payments of 25% based on the review of additional required documentation (quarterly fiscal actuals v. projections; quarterly updated financial recovery plan) by the MSAC Program Director, MSAC Grants Director, MSAC Executive Director, Assistant Secretary of Commerce and/or Secretary of Commerce. Payment release is based on the approval of the quarterly submission review.

(b) For Arts in Education grants, Independent Artist Awards, Maryland Touring grants, Maryland Traditions grants, Public Art Across Maryland grants, Creativity grants, Professional Development grants, Grants for Artists, Special Request grants, and other grants to organizations and independent artists, up to 100% of the Grant shall be disbursed to Grantee upon full execution of the Agreement, provided that Grantee has submitted all reports and documentation for prior year grant(s) required by MSAC, if applicable.

(c) MSAC reserves the right, at its sole and absolute discretion, to withhold any disbursement of Grant Funds if MSAC reasonably believes that the Grantee is incapable of using the Grant Funds as provided for under this Agreement or that the Grantee is reasonably likely to become incapable of using the Grant Funds as provided for under this Agreement. In the event MSAC elects to withhold Grant Funds, Grantee shall not be entitled to receive the withheld Grant Funds until Grantee provides MSAC, at MSAC's sole and absolute discretion, all necessary and required assurances and affirmations, including any documentation required by MSAC, that Grantee will be able to use the Grant Funds in accordance with the terms and conditions of this Agreement. If Grantee does not provide or is otherwise incapable of providing the necessary and required assurances and affirmations, MSAC may elect to terminate this Agreement as provided for under Provision 19 below. Nothing in this provision shall act in any way to relieve the Grantee from any damages or losses caused by Grantee's incapability to use the Grant Funds as provided for under this Agreement, and Grantee shall remain fully liable for any such damages and losses caused by its incapability to use the Grant Funds as provided for in this Agreement.

8. Indirect Costs.

(a) If Grantee is a nonprofit entity under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, Grant Funds may be applied to indirect costs in accordance with § 2-208 of the State Finance and Procurement Article, Annotated Code of Maryland.

(b) If Grantee opts to apply Grant Funds to indirect costs:

(i) the total amount of Grant Funds provided under this Grant Agreement will not be increased;

(ii) the costs to be paid with Grant Funds under this Agreement as described in Exhibit A of this Agreement will be reduced on a pro rata basis to reflect that certain indirect costs have been paid with Grant Funds; and

(iii) Grantee shall report any Grant Funds applied to indirect costs in funding requests and financial reports submitted to Commerce and shall provide the basis and documentation for the calculation of indirect costs in compliance with subsection (a) of this section.

9. Inspection of Records. Grantee shall allow any duly authorized representative of MSAC, the Department, or the State to inspect and audit, at reasonable times, all records and documents of Grantee relating to this Grant, which records shall be retained by Grantee for at least three (3) years after the termination of this Agreement.

10. Acknowledgement. Grantee shall acknowledge MSAC funding in all programs and promotional materials relating to the funded activities in the manner set forth in the Grant Recognition Guidelines, which can be viewed on the MSAC website, <https://msac.org/resources/recognizing-msac-grants>, incorporated herein by reference.

11. Reports. Grantee shall provide MSAC with reports or information in a form acceptable to the MSAC, as MSAC may from time to time require.

12. **Unused Funds.** Grantee shall repay to MSAC any disbursed Grant Funds not spent or obligated by Grantee on or before the date indicated in the appropriate grant program Guidelines set forth in Provision 3 above.

13. **Fair Practices Certification.** Grantee certifies that it prohibits, and covenants that it will continue to prohibit, discrimination on the basis of: (a) political or religious opinion or affiliation, marital status, race, color, creed, ancestry genetic information, or national origin; or (b) age, sex, sexual orientation, gender identification, or any otherwise unlawful use of characteristics, except when such characteristic constitutes a bona fide occupational qualification; or (c) the physical or mental handicap of a qualified handicapped individual. Upon the request of MSAC, Grantee will submit to MSAC information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, gender identification, sexual orientation, genetic information, or national origin.

14. **Anti-Discrimination.** Grantee shall operate under this Agreement so that no person, otherwise qualified, is denied employment, subcontract, or other benefits on the basis of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment or contract, or the individual's refusal to submit to a genetic test or make available the results of a genetic test. Except in subcontracts for standard commercial supplies or raw materials, Grantee shall include a clause similar to this clause in all subcontracts. Grantee and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Grantee shall not retaliate against any person for reporting instances of such discrimination. The Grantee further covenants that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

15. **Legal Compliance.** Grantee covenants that it shall comply with all applicable federal, State, and local laws and regulations. Grantee acknowledges and agrees that it is responsible for knowing and understanding all applicable federal, State, and local laws and regulations.

16. **Grantee's Warranties & Certifications.** Grantee certifies to MSAC that:

(a) Grantee, if a corporation or other form of limited liability entity, is duly organized and validly existing under Maryland law, and has all requisite power and authority to enter into this Agreement. The person whose signature is affixed to this Agreement has been duly granted authority to sign this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and Agreement of Grantee.

(c) Grantee represents that Grantee is not in arrears with response to the payment of any funds due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so arrears during the term of this Agreement.

(d) Grantee, if a corporation or other form of limited liability entity, is in Good Standing as a business with the Maryland State Department of Assessment and Taxation and that Grantee shall remain in Good

Standing with the Maryland State Department of Assessment and Taxation throughout the term of this Agreement.

If any of the above certifications or warranties proves to be false or misleading, or if Grantee fails to abide by the above certifications and warranties at any time during the term of this Agreement, Grantee shall be considered in default of this Agreement pursuant to Provision 18 of this Agreement and Grantor shall be entitled to exercise any remedy or right available to it pursuant to Provision 18 of this Agreement.

17. Drug and Alcohol-Free Workplace. Grantee warrants that Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces as set forth in COMAR 01.01.1989.18.

18. Default, Repayment and Remedies.

(a) A default shall consist of (i) any use of Grant Funds for any purposes other than authorized by this Agreement; or (ii) any breach of any covenant, agreement, provision, representation or warranty of Grantee which was made in this Agreement.

(b) Upon the occurrence of any default, MSAC immediately may suspend Grantee's authority to receive any undisbursed Grant funds by written notice at any time to Grantee.

(c) Upon the occurrence of any default, Grantee shall have 30 days from the date MSAC's notice is postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured the default to the satisfaction of MSAC, MSAC may terminate this Agreement. In the event of termination:

(i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed;

(ii) MSAC may immediately demand repayment of all or any portion of the Grant Funds which have been disbursed; and

(iii) MSAC's remedies of withholding disbursement and of obtaining repayment as described in Section 18(c) (i) and (ii) above may be exercised contemporaneously with remedies pursuant to Section 18(d) below, and all of such rights shall survive any termination of this Agreement.

(d) If a default occurs, MSAC may at any time proceed to protect and enforce all rights available to MSAC, by suit in equity, action at law, or by any other appropriate proceedings.

19. Termination Prior to Expiration of Term Period MSAC, the Department, and/or the State reserves the right to terminate this Agreement by written notice to Grantee if (a) the purpose of the Agreement can no longer be fulfilled or met and/or (b) it's in the best interest of the Grantor and/or the State to terminate. If so terminated, the Grantor shall disburse Grant Funds to cover the eligible expenses, as determined in its sole discretion by MSAC, incurred by Grantee prior to termination. Grantee shall return to Grantor any Grant Funds, in excess of permitted eligible expenses, received prior to such termination.

20. Indemnification. Grantee releases MSAC, the Department, the State, and its employees or agents from, agrees that MSAC, the Department, the State, and its employees or agents shall not have any liability for, and agrees to protect, indemnify and save harmless MSAC, the Department, the State, and its employees or agents from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, all or any of

them, as a result of or in connection with the Grant. All money expended as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MSAC, the Department, the State, and/or its employees or agents, as their interests may appear. If Grantee is a government agency of the State of Maryland, any and all such indemnification obligations of Grantee are conditioned upon the availability of appropriations for use by Grantee at the time such indemnification obligations arise; further, if Grantee is a government agency of the State of Maryland, any and all such indemnification obligations of Grantee are limited to the extent of the State of Maryland's statutory waiver of its sovereign immunity.

21. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is postmarked, postage prepaid, addressed as follows:

(a) Communications to MSAC shall be mailed to: Maryland State Arts Council, 401 E. Pratt Street, Suite 1400 Baltimore, MD 21202 or emailed.

(b) Communications to Grantee shall be mailed to Grantee or emailed.

22. Amendment. This Agreement, or any part hereof, may be amended from time to time only by a written instrument executed by both parties, or in the case of a modification of Section 4, by action of MSAC.

23. Assignment. Grantee may neither assign all or any of the benefits of, nor delegate all or any of the duties imposed upon Grantee by this Agreement, without the prior written approval of MSAC.

24. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

25. Setoff. The State has the right to set off and apply Grant Funds against amounts that Grantee may owe the State as an unpaid liability, without notice and without resort to any judicial proceeding. Should this occur, it will affect the amount of Grant Funds received by Grantee.

26. Entire Agreement; Counterparts; Signatures. This Agreement, together with any exhibits, documents, and/or electronic or internet based documents, incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution. This Agreement may be executed in any number of duplicate originals or counterparts, each of which such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

THIS AGREEMENT, together with the documents incorporated herein by reference, represents the complete, total and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution. THIS FORM WAS APPROVED FOR FORM AND LEGAL SUFFICIENCY BY AN ASSISTANT ATTORNEY GENERAL IN JULY 2023.

GRANTEE

Signature of Grantee:

Brittany Arizmendi, Community Engagement Officer

Donna Spickler, City Clerk

Date: March 19 2024

MARYLAND STATE ARTS COUNCIL

Signature of MSAC Grants Director:

Catherine Teixeira, Grants Director
2024-03-18

Signature of MSAC Staff:

Steven Skerritt-Davis, Executive Director
2024-03-19

AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK

THIS AGREEMENT, is entered into this ____ day of **April, 2024**, by and between the City of Hagerstown (hereinafter the “City”), acting by and through the Department of Engineering and **Mary Ann Mears** (hereinafter the “Artist”) whose place of business is located at **903 Poplar Hill Road, Baltimore, MD 21210**

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1 Scope of Services

1.1 Artist’s Obligations

- a. The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design and creation of the Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- b. The Artist shall determine the artistic expression, design, and dimensions of the Artwork, subject to review and acceptance by the City as set forth in this Agreement. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the Artist’s proposal shall be reviewed and approved by the City to ensure compliance with these objectives.
- c. The Artist shall prepare the design concept and the corresponding budget described in Section 1.3 as well as Exhibit 1 of this Agreement. The design concept shall include a description of all materials and products needed for the Artwork and the required routine care and upkeep.
- d. The Artist shall complete the Artwork by the scheduled date as provided in Section 1.4 of this Agreement, and in consultation with the City.
- e. The Artist shall provide required insurance in amounts and limits specified in Article 6 and Exhibit 3.

1.2 City’s Obligations

The City shall install the foundations at the direction of the Artist. Upon installation, the City will mulch and restore the site. The City shall be responsible for all expenses, labor and equipment to prepare the foundation for the timely installation of the Artwork. The City shall complete the foundation by the date when artwork is scheduled to commence as provided in Section 1.4 of this Agreement or shall contact the Artist in writing informing him of any delays.

1.3 Design

- a. Artwork Design
 - i. The Design must be for a Permanent Artwork (lifespan of 20+ years) that will:
 - a. Be durable, low maintenance and appropriate to the location;
 - b. Be easy to clean;
 - c. Be warranted by the Artist or their fabricators against damage from weathering and “inherent vice” for a period of two years;
 - d. Not create an “attractive nuisance”;
 - e. Not present a special hazard, including a climbing hazard, with normal public interaction and handling;
 - f. Meet standard engineering and conservation criteria as delineated in the Hagerstown Cultural Trail Public Art Master Plan.
- b. Approval

- i. Within 15 days after the Artist submits the Design, the City shall notify the Artist whether it approves or disapproves of the Design. The City shall have discretion in approving outright or with conditions, or rejecting the Design. The City shall notify the Artist of any revisions to the Design as are necessary for the Artwork to comply with any applicable laws, ordinances and/or regulations and other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Design.
 - ii. If the City disapproves of the Design, the City will submit to the Artist in writing the reasons for such disapproval. In such event, the Artist will submit a Revised Design within 15 days after the City has notified the Artist of its disapproval. The Artist will not be paid an additional fee for the Revised Design.
- c. Redesign
 - i. The Revised Design will reflect changes made to address the City's stated reasons for disapproval, as well as any adjustments in the budget or schedule that may be necessary. The City shall notify the Artist in writing whether it approves or disapproves of the revised Design within 15 days after the Artist submits the revised design.
 - ii. If the Artist refuses to revise the Design pursuant to Section 1.3(b)(ii), or if the Artist fails to adequately revise the Design in the judgment of the City, this Agreement shall terminate and the parties shall be under no further obligation to each other as of the date of such termination. The Artist is entitled to retain the compensation paid prior to the termination date, and that the Parties are under no further obligation to each other.

1.4 Construction Schedule and Progress Reports

The Artist shall notify the City of the tentative schedule for the onsite creation of the Artwork, including a schedule for the submission of progress reports and inspections. The Schedule may be amended by written agreement. Completion of the Artwork shall be on or **before June 30, 2025.**

1.5 Fabrication

- a. The Artist shall create the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the City.
- b. Artist must notify City of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork.
- c. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork and the surrounding area.
- d. The City shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.
- e. If the City, upon review of the Artwork, determines that the Artwork does not conform to the Design or any Revised Design, the City reserves the right to notify the Artist in writing of the deficiencies and that the City intends to withhold payment.
- f. The Artist will promptly cure the City's objections and will notify the City in writing of completion of the cure.

1.6 Changes to Design

- a. Prior to the execution of any change in the approved design, Artist shall present proposed changes in writing to the City for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved Design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Design.
- b. If the City approves the changes, the City shall promptly notify the Artist in writing. The City will

also make the required presentations to the approval bodies.

- c. If the City disapproves of the changes, the City shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design.

1.7 Completion, Approval and Acceptance

- a. The Artist shall notify the City in writing when she has completed all services as required of her by this Agreement
- b. With the written notice pursuant to paragraph (a) above, the Artist shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. This shall include information such as a listing of all materials used, fabrication techniques and a recommended cleaning schedule, any special qualifications of maintenance personnel, etc..
- c. The City shall promptly notify the Artist of its final acceptance of the Artwork within two (2) days after the Artist submitted written notice pursuant to paragraph (a) above Title to the Artwork passes upon final acceptance and final payment.
- d. If the City disputes that all the services have been performed, the City shall notify the Artist in writing of those services the Artist has failed to perform within 2 days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the City.
- e. If the Artist disputes the City's determination that not all services have been performed, the Artist shall submit reasons in writing to the City within 2 days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the City.
- f. Upon the resolution of any disputes that arise under paragraphs (d) and (e) of this section, the City shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).
- g. Upon written acceptance by the City, the Artwork shall be deemed to be in the custody of the City for purposes of Article 4 and Article 6 of this Agreement.

Article 2 Taxes

Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist in a timely fashion. The City shall report payments made to the Artist annually to the Internal Revenue Department in a 1099 statement.

Article 3 Term of Agreement

- a. Duration
This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend, except as set forth in 5.1 and 5.2, below, until final acceptance by the City under Section 1.7(c), or submission of final payment to the Artist by the City under Exhibit 2, whichever is later. Extension of time of performance hereunder may be granted upon the request of one Party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing and signed by both parties,
- b. Force Majeure
The City shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach

of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Article 4 Risk of Loss

The Artist shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork under Section 1.7(c). The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage.

Article 5 Artist's Representations and Warranties

5.1 Warranties of Title

The Artist represents and warrants that:

- a) the Artwork is solely the result of the artistic effort of the Artist;
- b) except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c) the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d) the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e) the Artwork is free and clear of any liens from any source whatsoever;
- f) all Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- g) the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- h) all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence;
- i) these representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition

- a. The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for two years after the date of final acceptance by the City under Section 1.7(c).
- b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.
- c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7(b).
- d. If within two years the City observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.
- e. If within two years the City observes a breach of warranty described in this Section 5.2 that is not curable by the Artist, the Artist is responsible for reimbursing the City for damages, expenses and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Section 5.2 of this Agreement.]
- f. Acceptable Standard of Display. Artist represents and warrants that:
 - i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.

- ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
- iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
- iv. Manufacturer's Warranties. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the City.

Article 6 Insurance

6.1 General

- a. The Artist acknowledges that until acceptance of the Artwork by the City under Section 1.7(c), any injury to property or persons caused by the Artist's Artwork, the creation of the Artwork, or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs.
- b. Terms for the procurement and duration of insurance are provided in Exhibit 3.
- c. Required insurance policies are described in Exhibit 3.

6.2 Indemnity

- a. The Artist shall indemnify the City, its respective officers, agents, and employees, from any claims brought arising out of the breach of this Agreement or any negligent occurrence which occurs pursuant to the performance of this Agreement by the Artist, its subcontractors, agents or employees.
- b. The City shall indemnify the Artist, Artist's subcontractors, agents or employees from any claims brought arising out of the breach of this Agreement or any negligent occurrence which occurs pursuant to the performance of this Agreement by the City, its respective officers, agents, and employees.
- c. Each Party shall immediately notify the other of any third-party claim resulting from or relating to a Party's obligations under this Agreement. Unless a party contends that the other party is at fault for the third-party claim, then each party shall cooperate, assist and consult with the other in defense of or investigation of any such claim.
- d. The indemnification shall include reasonable attorneys' fees and costs.
- e. This indemnification shall survive the termination or expiration of this Agreement.
- f. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a Party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

Article 7 Ownership and Intellectual Property Rights

7.1 Title

Title to the Artwork shall pass to the City upon the City's written final acceptance and payment for the Artwork pursuant to Article 1 and Exhibit 4. Artist shall provide City with a Transfer of Title in substantially the form attached hereto as Exhibit 4.

7.2 Copyright Ownership

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the Artwork for the duration of the copyright.

7.3 Reproduction Rights

- a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate two- or three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing

shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.

- b. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.
- c. All reproductions by the City shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Artist's name, date of publication].
- d. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to the City in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City."
- e. The Artist shall, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright for the Artwork in the Artist's name.
- f. If the City wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.
- g. Third Party Infringement. The City is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

Article 8 Artist's Rights

8.1 General

- a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976.
- b. The City agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist.
- c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the City shall remove any identification plaque and all attributive references to the Artist at its own expense within 30 days of receipt of the notice. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

8.2 Alterations of Site or Removal of Artwork

- a. The City shall notify the Artist in writing upon the adoption of a plan of construction or alteration of the Site which would entail removal or relocation of the Artwork which might result in the Artwork being destroyed, distorted or modified. The Artist shall be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artwork cannot be successfully removed or relocated as determined by the City, the Artist may disavow the Artwork or have the Artwork returned to the Artist at the Artist's expense.
- b. The Artwork may be removed or relocated or destroyed by the City should the Artist and the City not reach mutual agreement on the removal or relocation of the Artwork after a period not to exceed 90 days after written notice to the Artist. During the 90 day period, the Parties shall engage in good faith negotiations concerning the Artwork's removal or relocation.
- c. In the event of changes in building codes or zoning laws or regulations that cause the Artwork to be in conflict with such codes, laws or regulations, the City may authorize the removal or relocation of the Artwork without the Artist's prior permission. In the alternative, the City may commission the Artist by a separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.
- d. If the City reasonably determines that the Artwork presents imminent harm or hazard to the public,

other than as a result of the City's failure to maintain the Artwork as required under this Agreement, the City may authorize the removal of the Artwork without the prior approval of the Artist.

- e. This clause is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

Article 9 Artist as an Independent Contractor

The Artist agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the City with the power to bind in any manner.

The Artist shall provide the City with the Artist's Tax Identification Number and any proof of such number as requested by the City.

Article 10 Nondiscrimination

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

Article 11 Assignment of Artwork

The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement, subject to the Artist's consent, if ownership of the Site is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

Article 12 Termination

- a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than 10 days prior to the effective date of termination.
- b. The City may terminate this Agreement without cause upon 10 days written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 2 of this Agreement. .
- c. If either Party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have 10 days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.
- d. If the Artist defaults for cause other than death or incapacitation, the Artist shall return to the City all funds provided by the City in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The City shall retain the right to have the Artwork completed, fabricated, executed, delivered and installed. However, the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.

- e. If the City defaults, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 2. The Artist shall retain possession and title to the studies, drawings, designs, maquettes and models already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.
- f. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

Article 13 Notices and Documents

Notices required under this Agreement shall be delivered personally or through registered or certified mail, return receipt requested, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:

For the City: City of Hagerstown, ATTN: Engineering Department, One East Franklin Street, Hagerstown, Maryland, 21740

For the Artist: Mary Ann Mears, 903 Poplar Hill Road, Baltimore, MD 21210

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

Article 14 Waiver

The Parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

Article 15 Dispute Resolution

This Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland. The parties shall submit any unresolved dispute regarding this Agreement to Maryland State Courts located in Washington County, Maryland.

If a dispute arises regarding this Agreement upon which the parties cannot agree or a dispute arises as to the completion of a provision, the Parties shall submit to mediation, if both parties so agree to mediate.

Each Party agrees to be responsible for its own attorney's fees except as otherwise provided by this Agreement.

Article 16 Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 17 Partial Invalidity

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be contrary to the laws, rules, and/or regulations of the United States or the State of Maryland, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 18 Governing Law

This contract shall be governed by the laws of the State of Maryland both as to interpretation and performance, without regard to principles of conflicts of laws.

Article 19 Entire Agreement

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

THIS AGREEMENT IS CONTINGENT UPON APPROVAL BY THE MAYOR AND CITY COUNCIL AND SAID APPROVAL BECOMING LEGALLY EFFECTIVE. AFTER EXECUTION, the CITY MAY APPOINT A MEMBER OF STAFF TO BE ITS CONTACT PERSON AND TO CARRY OUT ITS RESPONSIBILITIES UNDER THIS AGREEMENT, WITHOUT ADDITIONAL ACTION BY THE MAYOR AND CITY COUNCIL.

For City:

For Artist:

Tekesha Martinez
Mayor

Mary Ann Mears
Artist

Date

Date

Exhibit 1 Description of the Artwork

The proposed art, with working title “*Train of Thought*” is a sculpture that will have arcing linear forms creating a visual metaphor for a journey. Stainless steel pairs of curved lines (rolled 1.25” forms/pipes) rising from the ground and sweeping back again to tunnel under and re-emerge like a train’s rails. There will be three arches approximately 6’ 6” at the highest points.

Interspersed, interactive organic forms in brilliant color will expand on a narrative of travel from one station/destination to another. These forms will be aluminum plate securely fastened to the rolled forms stainless steel linear elements. The rolled forms will be fabricated using 3/16” 6061 -T6 aluminum. They will suggest natural forms like leaves or petals from flowers or even birds and butterflies. Some would be curving forms that a child could sit in and imagine they are riding in a railroad car. Others could be tunnels to crawl through like a train going through a mountain. Others could be small spaces to nest and hide in. Another possibility is to have pieces mounted at an angle against the stainless pipes or small berms which could operate as slides, another mode of motion for children.

Ms. Mears plans to continue the project’s public engagement by working with educators in Hagerstown to develop activities for children and families around *Train of Thought* and to get their ideas for texts to be engraved. The texts might be placed so that it is a play activity to find them.

The engraved texts may draw from familiar children’s literature and will be integrated with the piece as well as imaginary themes with resonance for Hagerstown.

The brilliant color will help draw visitors and invite play. The use of color juxtaposed with the greens of the landscape materials will be esthetically pleasing and add energy to the piece as well as visibility. The piece will further convey energy through the swiftly moving lines and the shifting angles of the colorful aluminum elements. Energy will also be expressed by the composition of the piece; the colorful petal like forms will appear as if strewn by the wind across the site finding an angle at which to rest. There will be an Alice in Wonderland quality due to the scale of the organic forms. The swerving tracks will be punctuated by the petals as if children are transported to a magical garden with giant flowers.

Designing interactive pieces involves research and analysis of safety. While there is some guidance in the literature around design of children’s playgrounds, it is essential that it complies with best safety practices for parks. There are myriad decisions to be made on how pieces are made and situated that are not only esthetic, but also, practical and important for safety.

Exhibit 2 Payment Schedule

Payment Schedule

The Artist shall receive a fixed fee of \$50,000 which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

- a. \$3,000 deposit from the City, upon the execution of this Agreement (expected delivery by August 2, 2024);
- b. \$3,500 upon completion and approval of design and community interaction (expected delivery by November 29, 2024);
- c. \$36,750 upon completion and approval of fabrication (expected delivery by March 31, 2025);
- d. \$6,750 upon successful installation (expected delivery by June 30, 2025).

An additional \$7,500 in City operating funds will be set aside for the City crews work in Spring 2025.

Exhibit 3 Insurance

Insurance – General

- a. The Artist shall procure and maintain for the duration of this Agreement. The required insurance shall cover the Artist's employees, agents, contractors or subcontractors. The City, its officials, employees, agents and contractors shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.

Insurance Policies

- a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverages known as:
 - i) premises / operations liability
 - ii) products / completed operations
 - iii) personal / advertising injury
 - iv) contractual liability
 - v) broad-form property damage
 - vi) independent contractor's liability

Said policy must provide the following minimum coverage:

- i) \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii) \$2,000,000 annual aggregate
- b. Transportation/Carriage insurance all-risk. Coverage must include loading, transportation and unloading of the Artwork. If the Artwork is to be loaded, transported or unloaded by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist under Exhibit 3.
 - d. All Risk Installation insurance which covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of the beginning of installation of the Artwork.
 - e. Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of Maryland providing coverage for any and all employees of Artist. The Artist shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be \$100,000. If, however, the Artist does not have any employees as defined by state statutes and regulations and does not wish to cover himself for Worker's Compensation, the Artist shall sign the following statement:

"I, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any Worker's Compensation insurance coverage and, therefore, am signing this statement in lieu of providing the above require Worker's Compensation coverage."

(Artist's signature)

(Print Artist's name)

Exhibit 4 Transfer of Title

STATE OF Maryland

COUNTY OF Washington

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to the City, located in Hagerstown, Maryland, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by Agreement dated [REDACTED], 2024, and as described therein.

Title: *“Train of Thought”*

Location: 320 Virginia Avenue, Hagerstown MD

Artist: Mary Ann Mears

Address: 903 Poplar Hill Road, Baltimore, MD 21210

(Signature of artist and date)

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the ____ day of _____, 2024.

NOTARY PUBLIC My Commission Expires:
(NOTARY SEAL)

