

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1147 concerning Approving Budget Amendment
2024-09 Visitor Center Rehabilitation**
(Public Hearing & 2nd Reading)

Date: **4/2/2024**

Notice: Any comments made after 5:00 p.m. on the Thursday before the Council Meeting will not be seen in the agenda packet.

- Purpose:
- FYI
 - Read and Comment as Needed**
 - Action Required by April 15, 2024**
 - In Confidential File Drawer

Approve:

Johnny Boker Yes No No Comment
Comment: _____

Casi Boyer Yes No No Comment
Comment: _____

Vicki Jones Yes No No Comment
Comment: _____

Jim Ringsaker Yes No No Comment
Comment: _____

Jason Robertson Yes No No Comment
Comment: _____

Tammy Lynn Schneegas Yes No No Comment
Comment: _____

Note: N/A



INTER-CITY MEMORANDUM

To: City Council President James E. Ringsaker, Jr.
From: Mayor William T. Martin
Date: 4/2/2024
RE: Proposed Budget Amendment 2024-09

The Administration requested \$100,000 to rehabilitate the Visitors Center and the Council approved the project under Budget Amendment 2024-01. The City publicly bid the project and the lowest response was over twice the initial budget.

In response, the City has entered into a grant Agreement with the Maryland Heritage Areas Authority (MHAA) to facilitate the renovation of the existing building for such improvements as: bathroom facility improvement, interior wall repair, ADA automatic door openers, ADA toilet accessories, and electrical work. The revised project goal was to renovate the facility, providing access to the Visitor Center restroom facilities for the general public, accessible during non-working hours and bring the facility to full ADA compliance. The City was awarded a \$90,000 grant for the project, see the attached award notice.

Additionally, the City had to relocate the Visitors Center to 201 N. Washington Street while the construction is in progress. That facility was already under lease as part of the Downtown Revitalization project.

Finally, the City received \$30,366 from the Maryland Department of Housing and Community Development Community Legacy Program (DHCD). The reimbursement to the city is for funds awarded to businesses using the Main Street Facade & Interior Program. The city awards grants to local businesses and DHCD reimburses the City.

I am therefore requesting that we increase the Visitor Center Rehabilitation project budget, account 01-1251-7102, by \$155,100 to cover the change in scope to the project. To fund this request, I am requesting an increase of \$120,300 to State Grants, account 01-0001-48-34, to reflect the usage of the DHCD payment and the MHAA grant award. Finally, I am requesting that we redirect the remaining budget for the Downtown Parking Land Acquisitions, account 01-1091-6507, reducing it by \$34,800 as we have not received any significant interest since the initial agreements earlier this year and I do not anticipate any additional interest for the remainder of this fiscal year.

Please contact George DeHority, Patrick Sypolt or Bridgette Johnson if you have any questions or require additional information regarding this budget amendment request.

MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM

CAPITAL GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) is entered into by and between the Maryland Heritage Areas Authority (“**MHAA**”), an instrumentality of the State of Maryland (“**State**”) and part of the Maryland Department of Planning (“**MDP**”), and the City of Havre de Grace, a local government, a political subdivision or body politic and corporate formed under the laws of the State of Maryland, with its principal office located at 711 Pennington Ave., Havre de Grace, MD 21078 (“**Grantee**”). The Agreement is effective as of the date it is executed by MHAA.

RECITALS

- A. MHAA is authorized under § 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (“**Act**”), and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code of Maryland Regulations (“**Regulations**”), to make grants to local jurisdictions or other eligible entities to develop management plans for certified heritage areas and for the planning, design, acquisition, development, preservation, restoration, interpretation, marketing, or programming of certified heritage areas, as further described in the MHAA Grants Manual (“**Manual**”) and the applicable MHAA Grant Guidelines (“**Guidelines**”), as may be amended from time to time, which are posted online at https://mht.maryland.gov/heritageareas_management.shtml (management and marketing grants) and https://mht.maryland.gov/heritageareas_partners.shtml (capital and non-capital grants).
- B. Grantee has applied to MHAA for a grant for the project described herein (“**Grant Application**”); and
- C. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act, the Regulations, and the Guidelines, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHAA and Grantee agree as follows:

1. Grant and Project Terms.

MHAA has agreed to provide Grantee with funds in an amount not to exceed \$90,000.00 (“**Grant**”) to assist Grantee in carrying out the following work at the property known as the Havre de Grace Office of Tourism & Visitor Center and located at 450 Pennington Avenue, Havre de Grace, MD 21078. (410) 939-2100 (“**Property**”) (“**Scope of Work**” or “**Project**”):

*City of Havre de Grace-Havre de Grace Visitor Center Renovation
MHAA Capital Grant Agreement (FY 2024, \$90,000.00)*

The Grant and Grantee's Contribution may support Property renovation costs for bathroom demolition, bathroom repair, interior wall repair, ADA automatic door openers, ADA toilet accessories, and electrical work.

Grantee shall use the Grant only for the Scope of Work described above and shall complete and operate the Project in accordance with the terms and conditions of this Agreement and its exhibits and attachments, the Act, the Regulations, the Guidelines, and the Manual. If the Project involves construction on Property protected or to be protected by an Easement or Preservation Agreement as set out in Section 5 of the Agreement, Grantee, before expending any portion of the Grant, must obtain from the Maryland Historical Trust (“MHT”) approval of the plans and specifications for the activities within the Scope of Work. Changes to the Scope of Work or the approved plans and specifications must be approved by the MHAA project monitor identified in Section 7.a. below (“**Project Monitor**”). The requirements for submitting plans and specifications and amending the Scope of Work are set out in the Manual.

- 2. **Grantee’s Match.** Grantee is required to provide a matching contribution in an amount equal to the Grant (“**Match**”), as set out in the following Project Budget:

PROJECT BUDGET

MHAA GRANT	\$90,000.00
MATCH	\$90,000.00
TOTAL MHAA PROJECT BUDGET	\$180,000.00

The Match must be approved by MHAA and must be used to pay for Project expenses described in the Scope of Work. The Match may be a combination of cash and in-kind contribution and must be consistent with the requirements set out in the Manual. If the Match is reduced or otherwise becomes unavailable, Grantee must replenish the Match in order to comply with the requirements of this Section.

- 3. **Term of Agreement.** This Agreement shall remain in effect until MHAA confirms in writing that all requirements of the Agreement have been satisfied, including MHAA’s receipt of a satisfactory Final Report, as set out in the following Project Timetable:

7/13/2023	“ PROJECT START DATE ”: Grant funds may be used for approved Project expenses incurred on or after this date.
7/30/2024	“ MID-PROJECT REPORT DUE DATE ”: Grantee must submit online a Mid-Project Report, including any financial documentation required with a completed Request for Payment.

*City of Havre de Grace-Havre de Grace Visitor Center Renovation
MHAA Capital Grant Agreement (FY 2024, \$90,000.00)*

7/30/2025	“PROJECT END DATE” : All work items detailed in the Scope of Work must be completed. All eligible Project expenses to be reimbursed by Grant funds must be incurred.
9/30/2025	“FINAL REPORT DUE DATE” : Grantee must submit to Project Monitor a Final Report, including any and all Project deliverables and all requested financial documentation, with a completed final Request for Payment.

Grantee must submit both a Mid-Project Report and a Final Report in accordance with the dates indicated in the chart above and in compliance with Section 4 of the Terms & Conditions attached hereto as Exhibit A.

4. Payment of Grant Proceeds.

- a. Provided that Grantee is not in default under this Agreement, MHAA will pay the Grant in installments as the Project progresses. Payments will be made in response to requests for payment (**“Request for Payment”**) submitted by Grantee through MHAA’s online grants software system.
- b. All Requests for Payment must be satisfactory to MHAA and must identify all costs incurred for which the payment is being sought, along with such additional supporting documentation as may be required by MHAA.
- c. MHAA will approve the payment of Grant funds within 30 days of determining that a Request for Payment is for an amount that is due and payable under this Agreement and includes: (1) Grantee’s federal employer identification number or social security number; (2) a grant agreement identification number or another adequate description of the Project or this Agreement; and (3) any additional documentation required by MHAA.
- d. The last payment of the Grant will be retained by MHAA until satisfaction of the following conditions:
 - (i) Grantee’s completion of the Project to the satisfaction of MHAA;
 - (ii) Grantee’s submission of a Final Report on or before the Final Report Due Date set forth in the Project Timetable, acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project;
 - (iii) Grantee’s submission of final Request for Payment of the Grant, in accordance with the Manual. Such submission shall be satisfactory in form and content to MHAA; and

*City of Havre de Grace-Havre de Grace Visitor Center Renovation
MHAA Capital Grant Agreement (FY 2024, \$90,000.00)*

- (iv) If applicable, Grantee shall have executed, or caused the owner of the Property to execute an easement, a preservation agreement, or a modification of such documents, in the form provided by MHT.
- e. The requirements related to Requests for Payment are set out in the Guidelines and Manual.

5. Easement and Preservation Requirements.

An Easement or Preservation Agreement is not required for this Grant.

6. Acknowledgement of MHAA Support.

As set forth in greater detail in Section 6 of the Terms & Conditions attached hereto as Exhibit A, Grantee must acknowledge MHAA's support of the Project in any public pronouncements or materials about the Project.

7. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement must be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows, or to such other person or address as the parties may from time to time designate by written notice to the other party:

- a. Communications to MHAA must be mailed to the Project Monitor or such other person as may be designated by MHAA:

Maryland Heritage Areas Authority
Maryland Historical Trust
100 Community Place, 3rd Floor.
Crownsville, Maryland 21032
Attn: Martha Waldron, Project Monitor

- b. Communications to Grantee shall be mailed to:

Wanda Boker
Sustainable Economic Development Consultant
City of Havre de Grace
711 Pennington Ave.
Havre de Grace, MD 21078

Grantee must notify MHAA of any changes in its address within 30 days of the date the change becomes effective.

8. Further Assurances and Corrective Instruments.

City of Havre de Grace-Havre de Grace Visitor Center Renovation
MHAA Capital Grant Agreement (FY 2024, \$90,000.00)

Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MHAA to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

9. **Amendment.**
 - a. Minor amendments to this Agreement may be made from time to time by written or emailed request for amendment from either party to the Agreement that is approved in writing or by email from the other party to the Agreement.
 - b. Material amendments to this Agreement shall be evidenced by a written instrument executed by both of the parties to the Agreement.
 - c. Only Applicable for Heritage Area Management Grantees: Annual renewals of management grants awarded to Heritage Area management entities may be accomplished through a material amendment if the renewal relates to the same Five-Year Action Plan as the Agreement.
10. **Assignment.** This Agreement may not be assigned without MHAA’s prior written approval.
11. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
12. **Entire Agreement.** This Agreement and its accompanying Terms & Conditions (Exhibit A) constitute the entire agreement between the parties and supersede all prior oral and written agreements between the parties hereto with respect to the Grant.
13. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.
14. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, as applicable, fees for title insurance, property insurance, or other insurance coverages that may be required by MHAA, recordation fees, and Grantee’s attorneys’ fees, if any.
15. **Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon 30 days’ written notice to the other party. In the event of voluntary termination by MHAA, Grantee’s authority to request payments shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet paid to Grantee. At the time of termination, Grantee shall return to MHAA any funds paid to Grantee but not yet expended by Grantee as authorized by this Agreement.
16. **Execution in Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts (including facsimile counterparts or as a “PDF” or similar attachment to an email), all of which when taken together shall be deemed one original. This Agreement may be electronically signed; an electronic signature appearing on the Agreement is the same as a

*City of Havre de Grace-Havre de Grace Visitor Center Renovation
MHAA Capital Grant Agreement (FY 2024, \$90,000.00)*

handwritten signature for the purposes of validity, enforceability, and admissibility if the signature is an act of the person to whom the signature is attributed.

17. **Authority to Sign.** The undersigned representative of Grantee warrants, under penalty of perjury, that they possess the legal authority to sign this Agreement on behalf of Grantee and that 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. For Grantees that are nonprofit organizations, if the undersigned is not the director of Grantee’s board, an elected officer of Grantee, or an executive director, president, or equivalent position appointed pursuant to Grantee’s bylaws, additional documentation is required to confirm that the undersigned representative has authority to bind Grantee.

*City of Havre de Grace-Havre de Grace Visitor Center Renovation
MHAA Capital Grant Agreement (FY 2024, \$90,000.00)*

The authorized signatures for Grantee and MHAA below signify their acceptance of the terms of this Agreement:

City of Havre de Grace

By: Stephen Gamatoria (SEAL)

Name: Stephen Gamatoria

Title: Director of Administration

MARYLAND HERITAGE AREAS AUTHORITY

By: Jeffrey Cann
Jeffrey Cann
Assistant Secretary of Operations, Department of Planning
Designee for the Chairman
Maryland Heritage Areas Authority

Sep 28, 2023
Date of Execution on behalf of MHAA
(Effective Date)

- Attachments:
- | | |
|--------------|--------------------|
| Exhibit A | Terms & Conditions |
| Attachment 1 | MBE Plan |

BUDGET AMENDMENT

April 1, 2024

Amendment # 2024-09

SOURCE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-0001-46-34	State Grants (MHAA and DHCD)	\$120,300.00
	Total Sources	\$120,300.00

USE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-1251-7102	Visitor's Center Rehabilitation	\$155,100.00
01-1091-6507	Parking Land Acquisitions	(\$34,800.00)
	Total Uses	\$120,300.00

REASON FOR ADJUSTMENT

To fund greater than expected costs to rehabilitate the Visitor's Center

AUTHORITY

City Council on 4/01/24.

APPROVAL

MAYOR	_____	Date:	_____
ADMINISTRATION	_____	Date:	_____
FINANCE	_____	Date:	_____