

ORDINANCE No. 2798

AN ORDINANCE OF THE CITY OF SALISBURY TO 1) AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$500,000; 2) AUTHORIZE THE MAYOR TO ENTER INTO A SUB RECIPIENT AGREEMENT WITH RAILROAD AVENUE INVESTMENTS LLC; AND 3) TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THE AFOREMENTIONED FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH THE UNION RAILWAY STATION STABILIZATION PROJECT.

WHEREAS, the 1913 Union Rail Station (“**Union Station**”) is a building of historical significance in the City of Salisbury (the “**City**”), and the State of Maryland; and

WHEREAS, Union Station has fallen into disrepair, and is located in and among the blighted area of the Railroad Avenue corridor; and

WHEREAS, the City’s Rail to Trail project and the City Bicycle Master Plan extends the bicycle trail system into the Railroad Avenue corridor, making the area prime for redevelopment; and

WHEREAS, the City desires to stabilize the structural integrity of Union Station and restore the building to allow for the resumption of commercial enterprises and uses, as well as the creation of a comfort station along the Salisbury Rail Trail; and

WHEREAS, coupling the rail trail extension with the rehabilitation of Union Station will contribute to the revitalization of the Railroad Avenue corridor and surrounding community by promoting public safety, improving a blighted neighborhood, revitalizing a historically significant district, and creating additional cultural activities and jobs; and

WHEREAS, the City of Salisbury in July 2022 submitted a Maryland State Revitalization Programs Grant application to the Department of Housing and Community Development (“**DHCD**”) for financial assistance in carrying out community development activities, specifically to provide assistance with the stabilization of the Union Station; and

WHEREAS, DHCD, a principal department of the State of Maryland, has awarded Strategic Demolition Grant funds in the amount of \$500,000 to the City (the “**Grant Funds**”); and

WHEREAS, the City of Salisbury must enter into a grant agreement with DHCD defining how the Grant Funds are to be expended; and

WHEREAS, the City of Salisbury is sub-granting the Grant Funds to Railroad Avenue Investments LLC to perform the restoration in accordance with DHCD directives; and

WHEREAS, the City of Salisbury must, in turn, enter into a sub-recipient agreement with Railroad Avenue Investments LLC defining how the Grant Funds are to be expended; and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Mayor John R. Heath is hereby authorized to enter into a grant agreement with the Department of Housing and Community Development, on behalf of the City of Salisbury, for the City's acceptance of grant funds in the amount of \$500,000.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. Mayor John R. Heath is hereby authorized to enter into a sub-recipient grant agreement with Railroad Avenue Investments LLC for the purpose of expending these grant funds.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 3. The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

(a) Increase DHCD Revenue Account No. 12800-423300-XXXXX by \$500,000.

(b) Increase Subrecipient - Railroad Avenue Investments LLC Expense Account No. 12800-569314-XXXXX by \$500,000.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 4. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 5. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 6. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 6.

Section 7. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 24th day of April, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 8th day of May, 2023.

ATTEST:

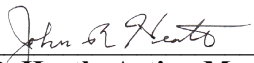


Kimberly R. Nichols, City Clerk



Muir W. Boda, City Council President

Approved by me, this 9th day of May, 2023.



John R. Heath, Acting Mayor



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

Memo

To: Mayor & City Council

From: Andy Kitzrow

cc: File

Date: 04/10/23

Re: Strategic Demolition Fund Grant Ordinance & Agreement – Union Railway Station Stabilization Project

Please find attached for your review and signature an ordinance to accept grant funds in the amount of \$500,000 from the Maryland Department of Housing and Community Development Strategic Demolition Fund, as well as the requisite agreement to be executed at this time with the State department.

The awarded Strategic Demolition Grant funding will be utilized to undertake stabilization activities at the Union Railway Station, thereby accomplishing preservation for future development. A subrecipient agreement will be executed with Railroad Avenue Investments LLC to perform the stabilization activities upon the City's receipt of the fully executed returned agreement from the Department of Housing & Community Development. A scope of work detailing the nature of the planned stabilization activities is attached.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
STRATEGIC DEMOLITION FUND PROGRAM
GRANT AGREEMENT**

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AWARDEE: City of Salisbury
AWARD ID#: SDF-2023-Salisbury-00023
PROJECT NAME: Union Railway Station Stabilization

- Strategic Demolition Fund – Program Grant Agreement**

- Exhibit A - SDF-2023-Salisbury-00023
Project Description, Additional Information, and Special Conditions**

- Exhibit B - SDF-2023-Salisbury-00023
Project Budget**

- Exhibit C - SDF-2023-Salisbury-00023
Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
STRATEGIC DEMOLITION FUND PROGRAM
GRANT AGREEMENT**

THIS STRATEGIC DEMOLITION FUND PROGRAM GRANT AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as defined herein) by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **CITY OF SALISBURY** (the "**Grantee**").

RECITALS

- A. This Agreement is issued pursuant to §4-508 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.20.01 (the "**Regulations**"). The Act establishes the Strategic Demolition and Smart Growth Impact Fund (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purpose of the Program is to provide grants and loans to assist in predevelopment activities, including interior and exterior demolition, land assembly, architecture and engineering, and site development for revitalization projects in designated areas of the State of Maryland (the "**State**").
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2023 application (the "**Application**"), the Department has approved an award of funds to Grantee, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community or Eligible Qualified Opportunity Zone Designation.

- a) The Project is located in a geographic area (the “**Area**”) that has been designated by the Smart Growth Subcabinet (as defined in §9-1406 of the State Government Article) as a Sustainable Community or is in an eligible Qualified Opportunity Zone.
- b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Five Hundred Thousand Dollars (\$500,000)** (the “**Grant**”) to be used for the purposes of funding the Strategic Demolition Fund Project (the “**Project**”) described in Section 1 (the “**Project Description**”) of Exhibit A - SDF-2023-Salisbury-00023, to be carried out at the location(s) set forth in Section 2 (the “**Project Address(es)**”) of Exhibit A - SDF-2023-Salisbury-00023. The Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing prior written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent on the availability and allocation of sufficient State funds to the Program.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - SDF-2023-Salisbury-00023 (the “**Project Budget**”). Grantee may transfer up to ten percent (10%) of the Grant funds between

Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are transferred already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.

- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
 - d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
 - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
 - f) If Grantee is not a government agency, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - SDF-2023-Salisbury-00023 (the "**Project Schedule**").
 - b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.
 - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
 - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
 - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.

- f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("MHT"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
 - b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
 - c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "**Property**"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.
 - d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - SDF-2023-Salisbury-00023.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
 - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.
- 7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
- b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department determines to be necessary, in its sole discretion.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the

Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.

- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the "**Collateral**") or is used to fund a loan to a subrecipient (a "**Loan**") and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
- iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; or (vii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
 - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
 - ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and

- iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.
- e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a government agency or a Community Development Organization and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed, and delivered by Grantee, and is the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
 - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
 - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
 - iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) If Grantee is not a government agency, Grantee is (i) in good standing with the Maryland State Department of Assessments and Taxation and shall provide evidence of such status upon request; and (ii) in

compliance with the Maryland Solicitations Act (the “**Solicitations Act**”), including maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act.

- 11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

- 12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 11 and Section 14 of this Agreement, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a government agency, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the “**LGTC**A”); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the “**Local Government Indemnification Statutes**”), and is not to be deemed as a waiver of any immunity that may exist in any action against a government agency for its officers, agents, volunteers and employees.

- 13) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.
 - a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.

 - b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;

 - ii) Title VIII of the Civil Rights Act of 1968, as amended;

 - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;

 - iv) The Department's Minority Business Enterprise Program, as amended;

 - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;

 - vi) The Fair Housing Amendments Act of 1988, as amended; and

 - vii) The Americans with Disabilities Act of 1990, as amended.

14) Environmental Certification and Indemnification; Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of the Property:

- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or knowingly allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.
- b) Grantee shall indemnify and hold the Department, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- c) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's

risk, and workers' compensation in the form and amounts satisfactory to the Department.

- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
 - e) To the extent required by the Department, insurance coverage shall be in force prior to the disbursement of the Grant proceeds and shall contain terms and coverages satisfactory to the Department.
 - f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as lender's loss payable and additional insured.
 - g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
 - h) If Grantee is a government agency, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.
- 17) 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 mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attention: Strategic Demolition Fund Program

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

- b) Communications to Grantee shall be mailed to:

City of Salisbury
125 North Division Street
Salisbury, MD 21801
Attention: Ms. Jo Ellen Bynum

- 18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.

- 19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, “electronic signature” shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the “**Effective Date**”) and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - SDF-2023-Salisbury-00023. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. 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 the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.

29) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the “PIA”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee’s statement when responding to a request made pursuant to the PIA.

30) **CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE “HOLDER”), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.**

THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE

EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 30 SHALL NOT APPLY TO GOVERNMENT AGENCIES.

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WITNESS the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

CITY OF SALISBURY

Kimberly R. Nichols

By: John R. Heath (SEAL)
Name: Mr. John R. Heath
Title: Mayor

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT, a principal
department of the State of Maryland

By: _____ (SEAL)
Owen McEvoy, Acting Secretary

Date Executed on behalf of the Department/
Effective Date

Approved for form and
Legal sufficiency

Assistant Attorney General

Exhibits:

- Exhibit A - Project Description, Additional Information, and Special Conditions
- Exhibit B - Project Budget
- Exhibit C - Project Schedule

EXHIBIT A - SDF-2023-Salisbury-00023

PROJECT DESCRIPTION, ADDITIONAL INFORMATION, AND SPECIAL CONDITIONS

Project Name:

Union Railway Station Stabilization

1. Project Description:

Stabilization and exterior rehabilitation of the 1913 Union Railway Station building on Railroad Avenue, to allow for future development, culminating ultimately in the creation of a hub along the Salisbury Rail Trail.

2. Project Address(es):

The project will take place at 611 East Railroad Avenue, Salisbury, MD 21804.

3. Additional Information:

The City of Salisbury intends to utilize SDF funds to stabilize Union Station, a historically significant building. Work to be completed includes stabilization of the slate roof, gutter system, windows, doors and structural framing. Brick, mortar and cast concrete cornice repairs and/or replacements will be completed and as a result the building will be stabilized and weather tight. Grading and hardscaping work will also be completed to avert water away from the building's foundation.

4. Additional Financing (Evidence and Use of Funding Sources):

The DHCD contribution will be \$500,000 from the Strategic Demolition Fund. The City of Salisbury will provide an in-kind contribution of \$5,000 in the form of staffing. Total project cost: \$505,000.

5. Special Conditions:

If Grantee is (a) a corporation, foundation, school, hospital, or other legal entity for which none of the net earnings inure to the benefit of any private shareholder or individual holding an interest in the entity; and (b) eligible for a State benefit of at least \$1,000,000 of capital funding (in the aggregate, including amounts received from all Department programs), then Grantee shall comply with §19-105 of the Business Regulation Article and COMAR 24.01.07 (together, the “**Corporate Diversity Act**”) by providing the Department with the Corporate Diversity Addendum (the “**Addendum**”) described by the Corporate Diversity Act or an affidavit (the “**Affidavit**”) attesting that Grantee is not required to submit the Addendum, each in the form provided by the Department. If Grantee is required to submit the Addendum, Grantee certifies that it meets at least 33 percent of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of 5 years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.

EXHIBIT B - SDF-2023-Salisbury-00023
PROJECT BUDGET

Project Name:
 Union Railway Station Stabilization

USE OF FUNDS BY ACTIVITY	AWARD FUNDS		OTHER SOURCES OF FUNDS			TOTALS BY ACTIVITY
	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Stabilization	\$500,000	\$0	\$0		\$0	\$500,000
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$0	\$0	\$0		\$0	\$0
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0	In-kind staffing, City of Salisbury	\$5,000	\$5,000
Other (a):	\$0	\$0	\$0		\$0	\$0
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c):	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
TOTALS:	\$500,000	\$0	\$0		\$5,000	\$505,000

Total Award: \$500,000
Total Project Cost: \$505,000

EXHIBIT C - SDF-2023-Salisbury-00023

PROJECT SCHEDULE

Project Name:

Union Railway Station Stabilization

Activity Start Date	Activity End Date	Description of Activity (100 characters or less)
01/01/2023	04/01/2023	Commencement Date
01/01/2023	04/01/2023	Grant Award/ Grant Agreement
05/01/2023	06/30/2023	Grant Agreement & Sub Recipient Agreement Execution
05/01/2023	06/30/2023	Grant Account Set Up
07/01/2023	10/01/2023	Site Investigation & Permits
07/01/2023	09/30/2023	Masonry work & Selective Demo
09/01/2023	11/15/2023	Roof Work
11/15/2023	12/15/2023	Windows/Doors
11/15/2023	01/15/2024	Shed Roofing & Framing
06/01/2025	06/30/2025	Completion
06/30/2025	08/15/2025	Final report due within 45 days of the completion date.

Hill - Kimmel Contracting

503 Gay Street, PO Box 201
Cambridge, Maryland 21613
(410) 228-1703
<http://www.hillkimmelcontracting.com>

HILL - KIMMEL CONTRACTING

GENERAL CONTRACTORS & CONSTRUCTION MANAGERS

Construction Estimate & Scope of Work

OWNER:

Railroad Avenue Investments, LLC
2670 Clara Road
Quantico, MD 21856

CONTRACTOR:

Hill - Kimmel Contracting
503 Gay Street, PO Box 201
Cambridge, Maryland 21613

PROJECT:

Union Station Rehabilitation - Phase I
611 Railroad Avenue
Salisbury, MD 21804

SCOPE OF WORK:

Union Station is adjacent to the railroad tracks at 611 Railroad Avenue, and is located within Salisbury, Maryland's Church Street Historic District. It is an early 20th century one-story masonry building, approximately 4,000 square feet with a slate roof and full basement.

Currently, this 1913 structure is an underutilized, vacant building that has been neglected for many decades. An adaptive reuse plan is being formulated to have the railway station restored to its former stature and to provide a habitable building for future development. The goal for phase one of this project is to stabilize the building and prevent future deterioration. This will include addressing the failing main slate roof, ancillary flat roofs, the hidden copper gutter system, damaged/deteriorating masonry components and damaged/missing windows, and doors. It is imperative to make the building weather-tight as soon as possible. The success of the project will be based on utilizing the appropriate Secretary of the Interior's Standards for the Treatment of Historic Properties.

Hill - Kimmel Contracting completed a roof survey in conjunction with Ruff Roofers and defined the roof scope noted below. The slate roof with its integral copper gutter system, have both deteriorated so significantly they need to be replaced in kind. Likewise, the flat roofs on each side wing of the main building need to be replaced.

Copper Gutter System:

- Remove and recycle the existing copper gutter system.
- Inspect the sheathing and fascia and replace any deteriorated as needed (to come out of contingency).
- Install high temp self-adhering ice and water shield throughout the entire gutter area.
- Install a full coverage of red rosin paper over the new ice and water shield.
- Fabricate and install new 20 oz. copper gutter, soldering all seams and turning up the mansard as required.
- This will include new outlet sleeves at each of the 4 locations to be installed into the existing downspouts.

Slate Roof:

- Remove existing layers of roofing down to wood decking.
- Inspect the existing sheathing and replace any deteriorated as needed (to come out of contingency).
- Install ice and water shield self-adhering underlayment over the eaves and roof penetrations.
- Install synthetic felt underlayment over remainder of the roof area.
- Install new lead vent pipe collars at all plumbing vents.
- Fabricate and install new 16 oz. copper flashings at any rising walls as needed (step and apron).
- Install starter shingles to eaves and rakes per manufacturer requirements.
- Install Ecostar - Niagara Class C (Federal Gray) synthetic slate to entire roof area along with matching hip and ridge caps as applicable.
- Fabricate and install new 16 oz. copper flashings at the masonry chimney, counter flashing will be cut into the mortar reglet and sealed with caulk

SCOPE OF WORK:

Flat Roofs:

- Remove the existing roof system and all associated flashings down to the wood sheathing.
- Inspect the wood sheathing and replace any deteriorated as needed (to come out of contingency).
- Install new poly-iso insulating board (R-30) to the roof areas, secured with screws and plates.
- Install new 60 mil. TPO membrane over entire roof area per manufacturer’s requirements.
- Flash all perimeters per manufacturer requirements.
- Remove all debris associated with the above scope of work and dispose of.

In addition, due to the failing internal gutter system, water has been infiltrating the terra cotta cornice and masonry walls. Sections of the cornice have become dislodged and fallen to the ground, most likely due to freeze/thaw cycles. The infiltration of water and leaking gutter system has also led to extensive deterioration of the mortar. Hill - Kimmel Contracting also completed an existing masonry assessment in conjunction with Federal Masonry Restoration and developed the following scope of work that can be completed in this phase:

Masonry Restoration:

- Masonry restoration/repointing related to roofing and hidden gutter replacement
- The terra-cotta cornice pieces located on site will be restored and reinstalled
- Terra-cotta cornice sections where missing will be replicated from existing similar pieces found on-site. The miscellaneous brick damage, prevalent on all four sides of the façade will be repaired using salvaged brick (ideally taken from stock on site).
- The chimney is out of plumb and needs to be taken down and rebuilt and should be completed in this phase since it ties in with the roof replacement. The plan is to salvage the original chimney brick for future phases of work (for damaged brick replacement and where original door/window openings are to be replicated) and use a new brick to rebuild the chimney.
- Tar/flashing shall be removed as needed throughout
- A mortar analysis will be conducted to determine the appropriate mix for all repointing/resetting work.
- Mortar being repointed will be in accordance with the Department of Interior preservation brief on repointing.
- Substantial additional masonry restoration of the lower walls and openings will need to be completed in a future phase.

Hill - Kimmel Contracting has met with a structural engineer on-site and toured the attic space. While the main roof does have a sag along its main axis, it was determined that there were no major structural roof issues. Additional inspections will be conducted when the roof is torn off down to the sheathing. A structural engineer will be utilized to determine the appropriate methodology for sistering or replacing rafters when/if necessary.

Securing the building openings is critical to the structure being weather-tight. Numerous exterior openings are broken, missing, or otherwise exposed to the elements; these openings will be secured in this phase with plywood. Plywood will have holes drilled and covered with metal mesh to allow air circulation. Any intact, historically significant windows or doors shall be left in place to be restored in a future phase.

Estimate Information

010000 General Requirements

013000 Administrative Requirements	\$ 30,944.16
014000 Quality Requirements	\$ 4,680.00
015000 Temporary Facilities & Controls	\$ 9,179.82
017000 Execution & Closeout Requirements	\$ 3,685.50
010000 General Requirements:	\$ 48,489.48

020000 Existing Conditions

022000 Assessment	\$ 3,510.00
024000 Demolition & Structure Moving	\$ 4,343.04
020000 Existing Conditions:	\$ 7,853.04

040000 Masonry

042000 Unit Masonry	\$ 121,680.00
040000 Masonry:	\$ 121,680.00

060000 Wood, Plastics, & Composites

061000 Rough Carpentry	\$ 10,857.60
061100 Wood Framing	\$ 6,435.00
060000 Wood, Plastics, & Composites:	\$ 17,292.60

070000 Thermal & Moisture Protection

073000 Steep Slope Roofing	\$ 157,565.07
075000 Membrane Roofing	\$ 80,397.72
077000 Roof & Wall Specialties	\$ 66,693.51
070000 Thermal & Moisture Protection:	\$ 304,656.30

Project Total

Estimate Subtotal	\$ 499,971.42
Grand Total:	<u>\$ 499,971.42</u>