

## Greenbelt, Maryland

Population	21,456
Development pattern	High-density small city
Population density	3,586 per square mile
Median household income	\$46,328
Partners involved	Two homeowners' associations One homeowners' cooperative (similar to an HOA) City of Greenbelt

Greenbelt was the first U.S. federal housing project. It was designed in 1935 as a complete city, with businesses, schools, roads, and recreational facilities, and built as part of President Franklin D. Roosevelt's Emergency Relief Appropriation Act. The original plan emphasized a pedestrian-friendly downtown, along with playgrounds, ball fields, and open space, most of which still exists.

From its inception, Greenbelt has valued civic engagement. The first families to live in Greenbelt were chosen based on income criteria as well as a demonstrated willingness to participate in the life of the community. In 1953, when the federal government turned over the housing portion of the town to the citizens, Greenbelt formed a housing cooperative and continued to function collaboratively, forming a cooperative baby-sitting pool, nursery school, and kindergarten.

With the privatization of Greenbelt's homes, some of the playgrounds became city property while others became the property of new homeowners and the housing cooperative. There were a number of small separate playgrounds that overlapped both city and housing co-op property lines.

In the 1980s, the city and the housing cooperative, now named Greenbelt Homes Inc. (GHI), formalized a joint use agreement for playgrounds. Previous understandings regarding playground ownership lines and maintenance responsibility between the city and GHI had been informal.

As part of this joint use agreement, the city agreed to be responsible for playground maintenance, and GHI took responsibility for mowing grass and trash removal. In exchange for the city providing maintenance, playgrounds were opened to the broader public from dawn until dusk.

The city gradually added new construction and additional homeowners' associations (HOAs). By 2000, HOAs owned 25 of the 66 playgrounds in Greenbelt. When the city began discussing a plan to renovate existing playgrounds within GHI – but not within other HOAs – the new HOAs argued that GHI should not get preferential treatment.

The city soon agreed to create joint use agreements with all HOAs in Greenbelt. The result has been a significant increase in both the quality of and access to play space in the city.



In keeping with its culture of collaborative decision-making, the city took three years to create the memorandum of understanding (MOU). The process of meeting with HOAs, community members, and council members was “long, intense, and complicated,” says assistant city manager David Moran, but it created MOUs that are “still working out very well.”

One of the smartest decisions, he said, was hammering out agreements at an administrative level with people who do the actual playground maintenance. They made sure that each agreement addressed things unique to each playground – a particular type of fencing or signage, for example.

The updated agreement was modeled after the 1987 joint use agreement, but more comprehensively addressed insurance and liability concerns. It also detailed cost-sharing. The city covers 75 percent of anticipated costs for new equipment, new surfacing materials, and periodic replenishment of surfacing, and the HOA covers 25 percent. The HOA is solely responsible for landscaping, trash, lighting, fencing, and benches.

The agreements have encouraged HOAs to invest their own funds in the play spaces. For example, one HOA invested just a few thousand dollars in the two decades before the joint use agreements. Since the agreements, the HOA has spent more than \$150,000.

The HOAs are pleased with the joint use agreements. The city was intentionally designed so that clusters of homes basically surround an HOA’s playground. But even given this development pattern, anyone who might want to use another HOA’s playground – for whatever reason – can now do so.

“The city gets upgraded playgrounds with access for everyone, and it’s a pretty good deal for the HOAs, which contributes to its success,” Moran says. “You don’t have people griping when you’re offering them a 75 percent grant program. They find a way to make it work.”

Here is the generic agreement language the city uses to establish the joint use agreements with the HOAs:

**Excerpt**

**PLAYGROUND USE AND MAINTENANCE  
AGREEMENT**

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ by and between the City of Greenbelt, Maryland, a body corporate and politic in the State of Maryland (hereinafter “City”) and \_\_\_\_\_ (hereinafter Playground Owner).

**WITNESSETH:**

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

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

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

**WHEREAS**, this Agreement provides for such a relationship.

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

1. This agreement covers the playground(s) described as follows:  
*[insert description of playground(s)]*
2. As City staff and financial resources allow and at its sole discretion, the City agrees to:
  - A. maintain/modify existing playground equipment
  - B. maintain/modify surfacing materials
  - C. purchase and install new equipment
  - D. purchase and install new surfacing materials

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

3. The City will inspect the playground and play equipment on a regular basis. At a minimum, inspections will be conducted annually.
4. Playground Owner will be required to reimburse the City for twenty-five percent (25%) of the total cost (equipment, materials & labor) for the items listed below. The City is responsible for any equipment maintenance and repair costs.
  - A. new playground equipment
  - B. new surfacing materials
  - C. periodic replenishment of surfacing materials
5. The City will determine playground equipment and surfacing needs based upon generally accepted guidelines such as those established by the CPSC and ADA, available staff and funding resources, and playground needs throughout the City. The City shall consult with the Playground Owner before adding or

replacing any play equipment or surfacing, but decisions by the City regarding surfacing and equipment will be final. Owner agreement is desired, but not required.

6. The City may not eliminate any playground equipment or playgrounds without obtaining the written permission of the Playground Owner. This provision does not apply to playground equipment deemed hazardous under the aforementioned guidelines.
7. The City shall be responsible for procuring and maintaining liability insurance on the playground and related playground equipment as described above and shall add Playground Owner as an additional insured. The Playground Owner shall be responsible for maintaining appropriate liability insurance on the playground.
8. The Playground Owner is responsible for maintaining the grounds, landscaping, trees, trash receptacles, trash collection, fencing, benches, lighting, etc. Failure to do so shall, after thirty (30) days written notice by the City, terminate this Agreement, at the sole discretion of the City. Where required, fences and benches must meet generally accepted guidelines such as those established by the CPSC.
9. The Playground Owner agrees to give an easement to the City allowing for equipment installation, equipment maintenance and public access as needed. The easement must be executed within thirty (30) days of the execution of this agreement. Failure to do so nullifies this agreement. The easement term must be for 20 years.
10. Playground must be available to the public 7 days a week, from dawn to dusk, 365 days per year. Playground Owner must allow the City to install a sign at the playground indicating that the playground is City maintained and open to all City residents.
11. This agreement shall be in effect for a period of 20 years.
12. If a Playground Owner wishes to terminate this Agreement prior to the end of Agreement term, they must petition the City Council in order to do so. The Playground Owner will be required to reimburse the City for any improvements made to the playground on a prorated basis. City Council may terminate at its sole discretion.
13. If a Playground Owner wishes to terminate this Agreement at the conclusion of the Agreement term, they must give the City ninety (90) days written notice prior to the end of the easement term.
14. If the City wishes to terminate this Agreement, it must give the Playground Owner ninety (90) days written notice. A playground must be in compliance

with generally accepted guidelines such as those established by the CPSC in order for the City to terminate the Agreement.

- 15. Six (6) months prior to the end of the Agreement term if the City wishes to renew this Agreement it must notify the Playground Owner in writing along with any proposed changes to the agreement and/or easement.
- 16. In the event of a default by Playground Owner of any duty herein, City may, at its discretion, cancel this Agreement and remove any equipment placed upon the playground by the City.
- 17. This Agreement contains the entire agreement between the parties.
- 18. This Agreement shall be binding upon the parties hereto their heirs; executors; personal representatives and assigns.
- 19. This Agreement shall be construed pursuant to the laws of the State of Maryland.

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

**WITNESS:** **CITY OF GREENBELT, MARYLAND**

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

**WITNESS:** **PLAYGROUND OWNER**

\_\_\_\_\_ by: \_\_\_\_\_  
President

