



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078

410-939-1800

WWW.HAVREDEGRACEMD.COM

Public Notice

Havre de Grace City Council Meeting

PLACE: City Council Chambers
City Hall
711 Pennington Avenue
Havre de Grace, Maryland 21078

TIME: 7:00 p.m.

DATE: Monday, August 7, 2023

The public may attend the meeting or view it live by visiting the City of Havre de Grace website at: www.havredegracemd.com and click on the City YouTube Videos tab. The video will be available to view on the website immediately following the meeting.

The Council intends to close part of the meeting to consider acquisition of real property for a public purpose. The public may attend the open session and observe the vote of Council to move into closed session at agenda item #18. The closing statement will be read into the record and will be available for public inspection. The Council will not reconvene in open session after the closed session.



COUNCIL MEETING AGENDA

August 7, 2023

711 Pennington Avenue, Havre de Grace, Maryland
7:00 p.m.

Public Hearing on Ordinance No. 1113 concerning Amending Portions of Chapter 205 Zoning – Commercial/Industrial Districts

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT AND LAND USE ARTICLES OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND PORTIONS OF CITY CODE 205-ZONING

Public Hearing on Ordinance No. 1114 concerning Establishing Tax Credits for Vacant Lot Conversions to Public Parking in the Downtown Business District

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO ESTABLISH TAX CREDITS FOR THE CONVERSION OF VACANT LOTS IN THE CITY'S DOWNTOWN BUSINESS DISTRICT TO PUBLIC PARKING

Public Hearing on Ordinance No. 1115 concerning Changing the Traffic Pattern on Erie Street

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33, 34, 65, AND 66 OF THE HAVRE DE GRACE CITY CHARTER TO CHANGE THE TRAFFIC PATTERN ON ERIE STREET

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Opening Prayer: Robin Stokes, Ames United Methodist Church
5. Approval of the Minutes:
 - A. City Council Meeting Minutes – July 17, 2023
6. Comments from Citizens
7. Appointments: None
8. Recognitions: None
9. Proclamations: None
10. Presentations:
 - A. ThinkBig Networks (Mark Wagner, Dee Anna Sobczak, David Ensley)
 - B. Truck Traffic Workgroup (CM Boyer)

11. Resolutions:

A. **Calendar Resolution concerning Authorizing an Agreement with Havre de Grace Arts Collective for a Piece of Public Art (CM Jones)**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTIONS 33 AND 34 OF THE CITY CHARTER FOR AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE INSTALLATION, MAINTENANCE AND OWNERSHIP OF A PIECE OF PUBLIC ART

B. **Charter Resolution concerning Amending Sections Pertaining to the Department of Economic Development: First Reading (CM Robertson)**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE HAVRE DE GRACE CITY CHARTER SECTION 19 TO AMEND CITY CHARTER SECTIONS 18 C., 83 AND 84; GENERALLY PERTAINING TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT; RETITLING THE DEPARTMENT OF ECONOMIC DEVELOPMENT, RETITLING THE POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT, AMENDING THE DUTIES OF THE DIRECTOR OF ECONOMIC DEVELOPMENT

12. Ordinances:

A. **Ordinance concerning Adopting Truck Traffic Workgroup Recommendations and Amending City Code 190-21: First Reading (CM Boyer)**

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO ADOPT TRUCK TRAFFIC WORKGROUP RECOMMENDATIONS AND TO AMEND CITY CODE §190-21

B. **Ordinance concerning Approving a Contract with ThinkBig Networks LLC: First Reading (CP Ringsaker)**

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO APPROVE CONTRACT WITH THINKBIG NETWORKS LLC

C. **Ordinance concerning Amending City Code 120: Nuisance pertaining to Graffiti: First Reading (CM Boyer)**

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND CITY CODE SECTION 120: NUISANCE

13. Old Business:

A. Declaration of State of Emergency: 2023-03 for 800 block of Erie Street (CP Ringsaker)

B. **Calendar Resolution concerning Approving a License Agreement for Encroachment onto the City Right-of-Way at 569 Lewis Street (CM Schneegas) - Tabled**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 33 AND 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND FOR APPROVAL OF A LICENSE AGREEMENT FOR 569 LEWIS STREET FOR PERMISSION TO ENCROACH ONTO THE CITY RIGHT-OF-WAY

14. New Business:
 - A. Special Events (Steve Gamatoria)
 - i. 5th Annual Lock House Craft Beer and Wine Festival, April 20, 2024
11:00 a.m.-5:00 p.m., Lock House Museum Grounds
15. Directors Report:
 - A. Mr. Steve Gamatoria – Director of Administration
 - B. Mr. Tim Bourcier – Director of Planning
 - C. Ms. Bridgette Johnson – Director of Economic Development & Tourism
 - D. Mr. George DeHority – Director of Finance
 - E. Mr. EJ Millisor – Director of Public Works
 - F. Chief Teresa Walter – Chief of Police
16. Business from Mayor Martin
17. Business from Council:
 - A. Council Member Jones
 - B. Council Member Boyer
 - C. Council Member Schneegas
 - D. Council Member Robertson
 - E. Council Member Boker
 - F. Council President Ringsaker
18. Motion to Move into Closed Session (CP Ringsaker)
 - A. Consider the Acquisition of Real Property for a Public Purpose
19. Adjournment

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1113 concerning Amending Portions of City Code
Chapter 205 - Zoning - Commercial/Industrial District
(Public Hearing)**

Date: **7/18/2023**

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 August 7, 2023
 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: Zoning maps included as supplemental material.

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1113

Introduced by Council Member Schneegas

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT AND LAND USE ARTICLES OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND PORTIONS OF CITY CODE 205-ZONING

On: July 17, 2023
at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for August 7, 2023 at 7:00 p.m.

EXPLANATION
Underlining indicates matter added to existing law.
[**Bold Brackets**] indicate matter deleted from existing law.
Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

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31 Pertinent sections of City Code 205-Zoning are amended below with additions shown as
32 underlined, and deletions shown within **[bold brackets]**.

33
34 § 205-5 Zoning districts.

35 For the purposes of this chapter, the incorporated territory of Havre de Grace, Maryland, is hereby
36 divided into the following districts:

- 37 R Residential District
- R-1 Residential District
- R-2 Residential District
- RB Residential Business District
- RO Residential Office District
- MOE Mixed Office/Employment District
- C Commercial District
- I Industrial District

38
39 § 205-15 Conditional Uses
40 B. **[Cottage dwellings]** Accessory dwelling units meeting the requirements of this chapter.

41 § 205-18 Conditional Uses
42 B. **[Cottage dwellings]** Accessory dwelling units meeting the requirements of this chapter.

43 § 205-21 Conditional Uses
44 D. **[Cottage dwellings]** Accessory dwelling units meeting the requirements of this chapter.

45 § 205-25 Conditional Uses
46 E. **[Cottage dwellings]** Accessory dwelling units meeting the requirements of this chapter.

47 § 205-27 Conditional Uses
48 E. **[Cottage dwellings]** Accessory dwelling units meeting the requirements of this chapter.

49

50 Article IX
51 **C Commercial District**

52
53 § 205-36 **Principal permitted uses.**

54 The following are principal permitted uses in the Commercial District:

- 55 A. Community facilities.
- 56 B. Offices.
- 57 C. Health care facilities.
- 58 **[D. Marinas.]**
- 59 D. [E] Retail businesses.
- 60 E. [F] Theaters and restaurants **[, including sidewalk cafes].**
- 61 F. [G] Personal service shops.
- 62 **[H. Freight and passenger terminals.]**
- 63 **[I. Parking facilities.]**
- 64 G. [J] Churches meeting Lot Specification H, Table I.

- 65 H. [K]. Schools.
- 66 L. [L]. Clubs, provided that any principal building or swimming pool shall be located not
- 67 less than 100 feet from any other lot in any residential district.
- 68 **[M. Public utility structures.]**
- 69 J. [N] Uses related of the sale, rental, maintenance or storage of passenger vehicles,
- 70 including automobiles, bicycles, motorcycles, trucks, boats, travel trailers and mobile
- 71 homes, but not including mobile home parks.
- 72 K. [O] Hotels and motels.
- 73 L. [P]. Amusement centers.
- 74 M. [Q.] **[Animal care facilities.]** Veterinarian clinics.
- 75 N. [R.] Wholesaling.
- 76 O. [S.] Storage.
- 77 **[T. Greenhouses.]**
- 78 P. [U.] Outside sales.
- 79 **[V. Manufacturing uses.]**
- 80 Q. [W.] Laboratories less than 5,000 square feet of gross floor area, but not including high
- 81 explosives or hazardous chemicals which would present an off-site hazard.
- 82 R. [X.] Banks.
- 83 S. [Y.] Auto repair and service center.
- 84 T. [Z.] Distillery, craft.
- 85 U. [AA]. Childcare facility.
- 86 V. Cannabis uses:
- 87 (1) Cannabis dispensary.
- 88 (2) Cannabis dispensary with cannabis processing accessory use.
- 89 (3) Independent cannabis testing laboratory.

91 § 205-37 **Conditional uses.**

92 The **[Planning Commission]** Board of Appeals may permit the following conditional uses:

- 93 A. Funeral establishments, provided that the principal vehicular access shall be located on
- 94 a public right-of-way not less than 50 feet wide and site illumination shall be limited to
- 95 parking areas and landscaped areas.
- 96 B. Gas stations, provided no gas station shall be located within the Chesapeake Bay at
- 97 mean high tide critical area as shown on the Critical Area Map.
- 98 C. Flea markets and auction establishments, provided that the activity and storage is
- 99 conducted in a completely enclosed structure.

100 **[D. Public utilities, work buildings and storage yards, provided that all outside**

101 **storage is screened from all adjoining properties.]**

102 **[E. Shooting ranges.]**

103 D. **[F.] [Towers.]** Public utility structures, telecommunication towers and facilities as

104 described under Chapter 145 of the City Code

105 E. **[G.]** Cemeteries.

106 F. **[H.]** Temporary commercial circuses and carnivals, provided that:

- 107 (1) Occupancy permits may be issued for a period not exceeding 15 days.
- 108 (2) Such uses shall not be located closer than 200 feet from a residential district.
- 109 (3) A minimum lot area of one acre shall be provided.

110 **[I. Uses requiring presses over 10 tons.]**

111 G. **[J.]** Bakery meeting Lot Specification O, Table I.

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- 113 H. [K.] Laundry, clothes cleaning, dyeing, carpet cleaning and linen supply meeting Lot
114 Specification O, Table I.
- 115 I. [L.] Wholesaling meeting Lot Specification O, Table I.
- 116 J. [M.] Offices meeting Lot Specification O, Table I.
- 117 K. [N.] Retail sales meeting Lot Specification O, Table I.
- 118 L. [O.] Banks meeting Lot Specification O, Table I.
- 119 M. [P.] Personal service shops meeting Lot Specification O, Table I.
- 120 **[Q. Uses not designated principal permitted or conditional in any other zone and not**
121 **prohibited by other state or local law.]**
- 122 N. [R.] Distillery.
- 123 (1) Any distillery shall conform to § 205-11, PERFORMANCE STANDARDS AND
124 CONDITIONS, and the applicant shall provide expert, sworn testimony certifying
125 that the proposed use will comply with said standards and conditions.
- 126 (2) No distillery shall be located within 500 feet of any structure containing residences.
- 127 (3) All loading and unloading shall be permitted at the rear of the building only, unless
128 the view is fully screened from any public street or adjacent residential use. Loading
129 and unloading shall only take place at a loading dock or other area integral to the
130 principal building.
- 131 (4) Any roof-top equipment used for the distillation process shall be screened from
132 view from any public street.
- 133 (5) A craft distillery shall not produce more than 25,000 gallons of intoxicating liquors
134 per year.
- 135 O. [S.] Pain management clinic.
- 136 (1) No pain management clinic shall be permitted to be located within 1,000 feet of
137 another pain management clinic, or within 2,000 feet of a public or private school,
138 day-care facility or public recreational facility. For the purposes of establishing the
139 distance between pain management clinics, an applicant shall provide a certified
140 survey from a registered surveyor demonstrating the distance between the proposed
141 pain management clinic and the above-referenced uses. The distance shall be
142 measured from property line to property line.
- 143 (2) The hours of operation of a pain management clinic shall be limited to 7:00 a.m. to
144 5:00 p.m., Monday through Friday.
- 145 (3) The minimum size of any pain management facility shall be 1,000 square feet.
- 146 (4) The dispensing of all medications shall be within an enclosed building.
- 147 (5) Patients shall not be permitted to loiter or congregate outside the facility.
- 148 P. Laboratories over 5,000 square feet in gross floor area.
- 149 Q. Clean manufacturing
- 150 R. Uses related of the sale, rental, maintenance or storage of commercial vehicles,
151 including automobiles, bicycles, motorcycles, trucks, boats, travel trailers and mobile
152 homes, but not including mobile home parks.
- 153

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Article XIII
I Industrial District

157 **§ 205-49 Principal permitted uses.**

158 The following are principal permitted uses in the Industrial District:

- 159 A. Freight and passenger terminals.
- 160 B. Uses related of the sale, rental, maintenance or storage of passenger and commercial
- 161 vehicles, including automobiles, bicycles, motorcycles, trucks, boats, travel trailers and
- 162 mobile homes, but not including mobile home parks.
- 163 C. Animal care facilities and veterinarian clinics.
- 164 D. Wholesaling.
- 165 E. Storage.
- 166 F. Greenhouses.
- 167 G. Manufacturing uses.
- 168 H. Laboratories but not including high explosives or hazardous chemicals which would
- 169 present an off-site hazard.
- 170 I. Auto repair and service center.
- 171 J. Distillery, craft.
- 172 K. Cannabis uses:
- 173 (1) Cannabis grower.
- 174 (2) Cannabis processing.

175
176 **§ 205-50 Conditional uses.**

177 The Board of Appeals may permit the following conditional uses:

- 178 A. Gas stations, provided no gas station shall be located within the Chesapeake Bay at
- 179 mean high tide critical area as shown on the Critical Area Map.
- 180 B. Public utilities, work buildings and storage yards, provided that all outside storage is
- 181 screened from all adjoining properties.
- 182 C. Shooting ranges.
- 183 D. Public utility structures, telecommunication towers and facilities as described under
- 184 Chapter 145 of the City Code
- 185 E. Temporary commercial circuses and carnivals, provided that:
- 186 (1) Occupancy permits may be issued for a period not exceeding 15 days.
- 187 (2) Such uses shall not be located closer than 200 feet from a residential district.
- 188 (3) A minimum lot area of one acre shall be provided.
- 189 F. Uses requiring presses over 10 tons.
- 190 G. Bakery meeting Lot Specification O, Table I.
- 191 H. Laundry, clothes cleaning, dyeing, carpet cleaning and linen supply meeting Lot
- 192 Specification O, Table I.
- 193 I. Wholesaling meeting Lot Specification O, Table I.
- 194 J. Uses not designated principal permitted or conditional in any other zone and not
- 195 prohibited by other state or local law.
- 196 K. Pain management clinic.
- 197 (1) No pain management clinic shall be permitted to be located within 1,000 feet of
- 198 another pain management clinic, or within 2,000 feet of a public or private school,
- 199 day-care facility or public recreational facility. For the purposes of establishing the

- 200 distance between pain management clinics, an applicant shall provide a certified
- 201 survey from a registered surveyor demonstrating the distance between the proposed
- 202 pain management clinic and the above-referenced uses. The distance shall be
- 203 measured from property line to property line.
- 204 (2) The hours of operation of a pain management clinic shall be limited to 7:00 a.m. to
- 205 5:00 p.m., Monday through Friday.
- 206 (3) The minimum size of any pain management facility shall be 1,000 square feet.
- 207 (4) The dispensing of all medications shall be within an enclosed building.
- 208 (5) Patients shall not be permitted to loiter or congregate outside the facility.
- 209 L. Laboratories over 5,000 square feet in gross floor area.
- 210 M. Clean manufacturing
- 211 N. Churches meeting Lot Specification H, Table I.
- 212 O. Schools.
- 213 P. Clubs, provided that any principal building or swimming pool shall be located not less
- 214 than 100 feet from any other lot in any residential district.
- 215 Q. Cannabis processing joined with a cannabis dispensary as an accessory use.
- 216 R. Child care facility.
- 217 S. Commercial bakery without a store front.

219 In accordance with the provisions of the Maryland Ann. Code, Land Use Article, §4-203 and the
 220 City Charter requirements, this ordinance shall become effective no earlier than ten days after the
 221 close of the public hearing on the Zoning Code amendments set forth herein.

222
 223 **NOW, THEREFORE,** it is determined, decided, and ordained by the City Council that _____
 224 is hereby approved.

225
 226 ADOPTED by the City Council of Havre de Grace, Maryland this __ day of _____, 2023.

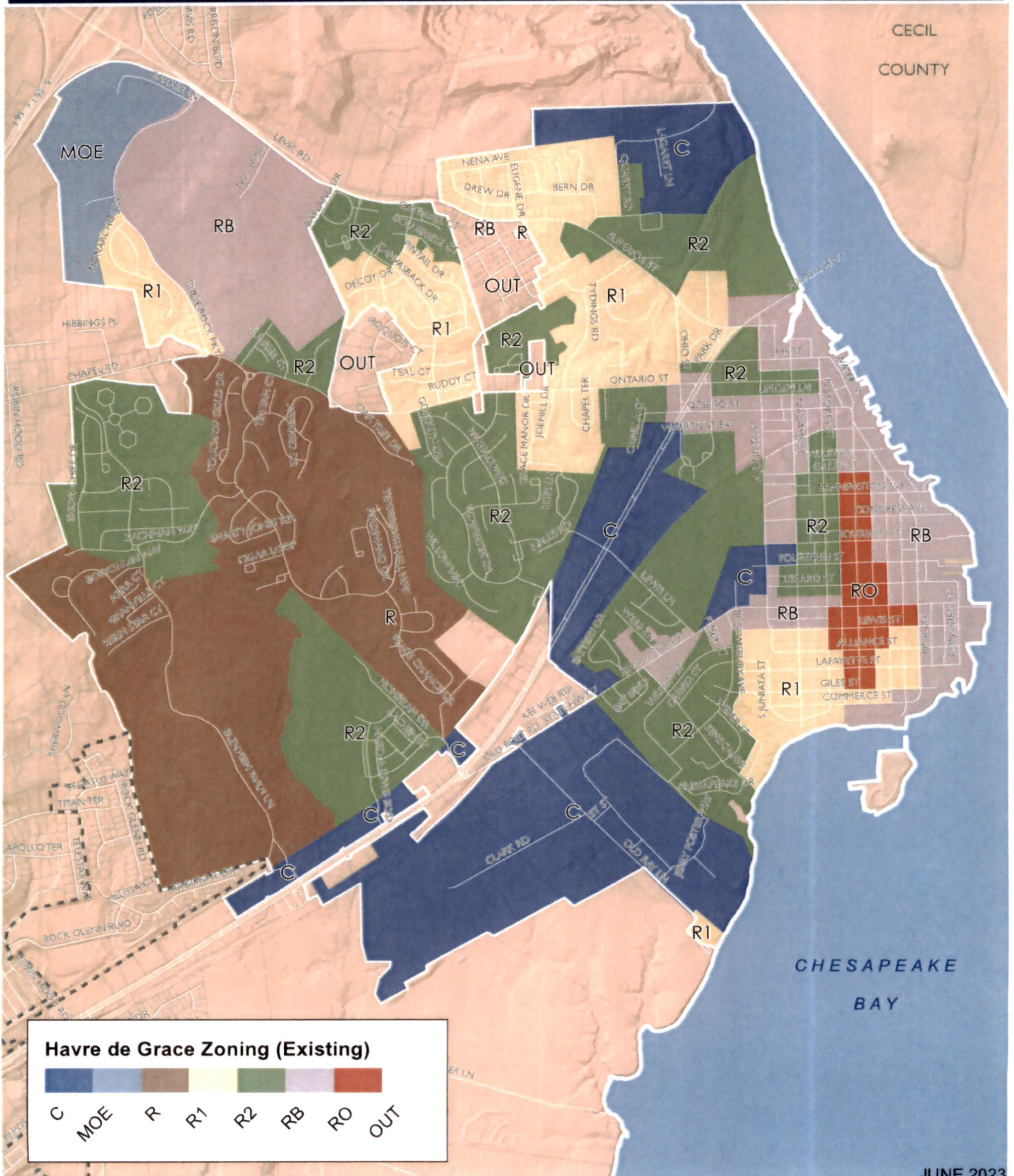
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 228 SIGNED by the Mayor and attested by the Director of Administration this ____ day of _____,
 229 2023.

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232	ATTEST:	MAYOR AND CITY COUNCIL
233		OF HAVRE DE GRACE
234		
235		
236	_____ Stephen J. Gamatoria	_____ William T. Martin
237	Director of Administration	Mayor

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 240 Introduced/First Reading: 7/17/2023
 241 Public Hearing:
 242 Second Reading/Adopted:
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 244 Effective Date:
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ZONING MAP (Existing)

City of Havre de Grace



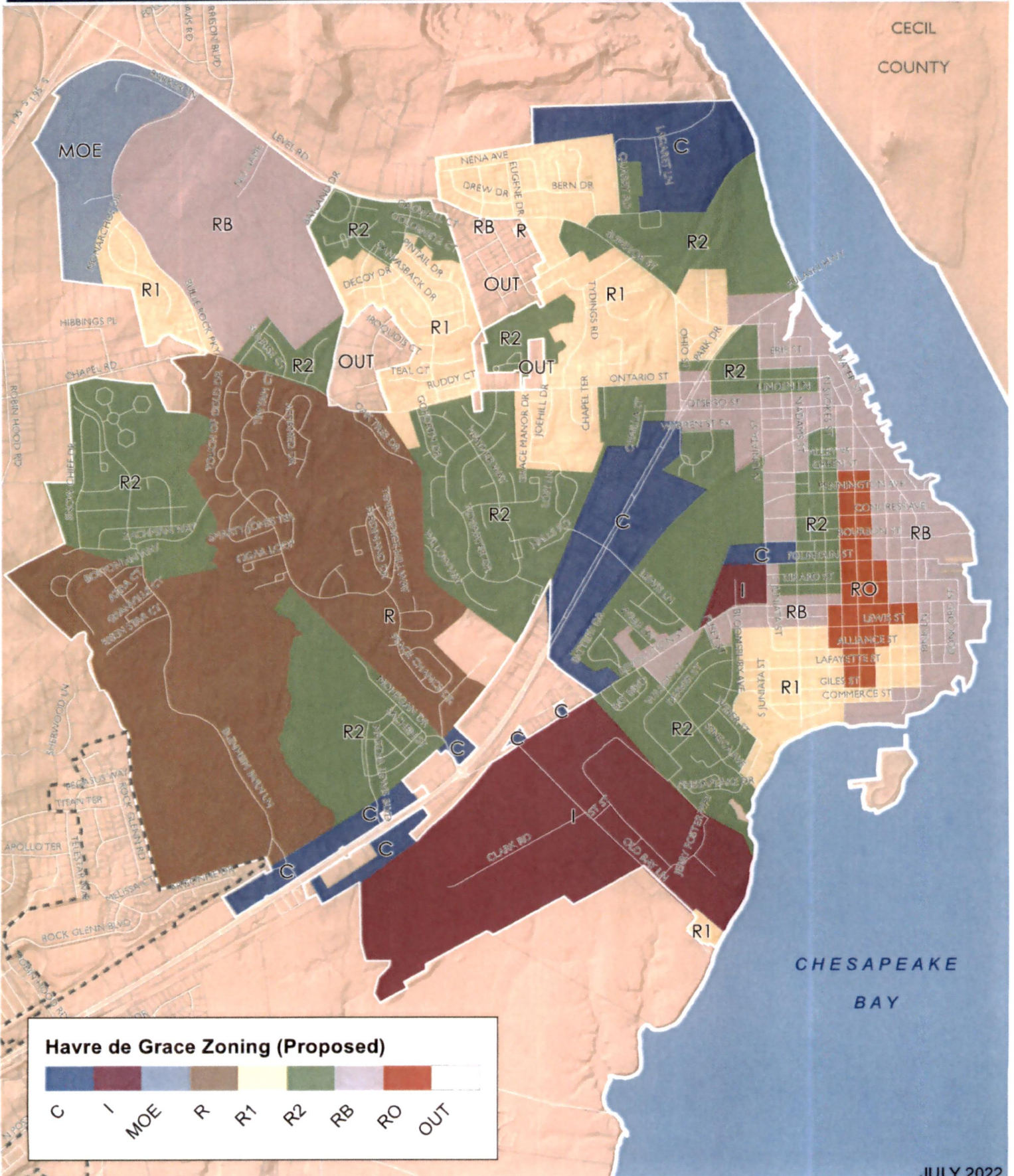
Havre de Grace Zoning (Existing)



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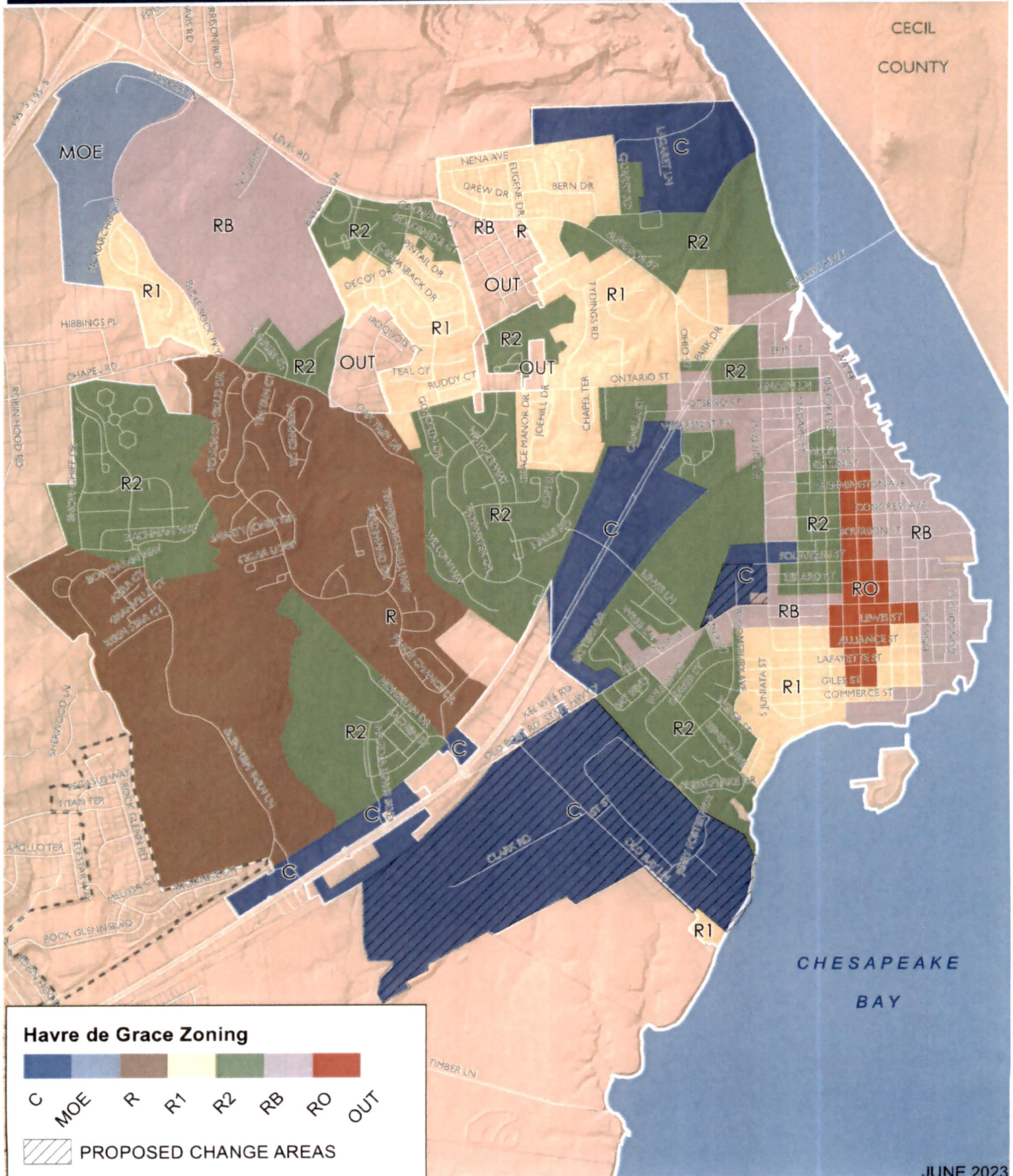
PROPOSED ZONING MAP

City of Havre de Grace



PROPOSED ZONING CHANGE AREAS

City of Havre de Grace



CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1114 concerning Establishing Tax Credits for the Conversion of Vacant Lots to Public Parking (Public Hearing)**

Date: **7/18/2023**

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 August 7, 2023
 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

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1114

Introduced by Council Member Robertson

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO ESTABLISH TAX CREDITS FOR THE CONVERSION OF VACANT LOTS IN THE CITY'S DOWNTOWN BUSINESS DISTRICT TO PUBLIC PARKING

On: July 17, 2023

at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for August 7, 2023 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

33 **WHEREAS**, The American Rescue Plan Act of 2021 was signed into law by President Joseph
34 Biden on March 11, 2021; and

35
36 **WHEREAS**, The American Rescue Plan Act of 2021 authorized The Coronavirus State and Local
37 Fiscal Recovery Funds (“SLFRF”); and

38
39 **WHEREAS**, SLFRF delivered 13.8 million dollars to the Mayor and City Council of Havre de
40 Grace (“the City”); and

41
42 **WHEREAS**, it was decided that the majority of the funds allocated to the City from SLFRF would
43 be used towards two categories: 1. critical infrastructure upgrades, 2. Improvements to the City’s
44 historic downtown business community; and

45
46 **WHEREAS**, in January and February 2022, the City retained a consultant to develop a downtown
47 revitalization plan, which included a solicitation of interested citizens of Havre de Grace to
48 participate in a series of public meetings known as charrettes, during which the citizens collectively
49 provided input into the planning phase of renovating the City’s downtown business district; and

50
51 **WHEREAS**, the plan to renovate the City’s downtown business district developed through this
52 collaborative process is known as the Havre de Grace Restoration Plan; and

53
54 **WHEREAS**, through the Havre de Grace Restoration Plan, the City's downtown district will be
55 revitalized to encourage social and economic engagement opportunities for a varied array of
56 interested stakeholders, including residents, visitors, business owners, motorists, pedestrians, and
57 bicyclists alike, by recreating open, walkable, accessible, and shared-use spaces while improving
58 critical infrastructure and restoring the City’s downtown treasured character, charm, and grace that
59 characterize our historic City; and

60
61 **WHEREAS**, the Havre de Grace Restoration Plan is currently progressing through the engineering
62 phase based on the results of the collaborative process described above; and

63
64 **WHEREAS**, part of the Havre de Grace Restoration Plan will convert parking patterns along
65 certain streets downtown from angled parking to parallel parking, resulting in the reduction of the
66 number of parking spaces along portions of certain streets; and

67
68 **WHEREAS**, Md. Tax-Property Code Ann. § 9-225 enables the governing body of a municipal
69 corporation to grant a tax credit against the property tax imposed on real property, up to the amount
70 of property taxes levied by the municipal corporation: “(1) for that portion of the property that is
71 leased, occupied, and used by a municipal corporation; and (2) for which the municipal corporation
72 is contractually liable under the lease.”; and

73
74 **WHEREAS**, to counteract the loss of parking spaces contemplated under the Havre de Grace
75 Restoration Plan, the Mayor has directed the administration to develop a parking plan that could
76 utilize and incentivize private property owners located in the downtown business district to allow
77 their property to be used as off-street parking; and

79 **WHEREAS**, the Mayor has developed a 5-Point Parking Plan to include the following elements:

- 80 1. Offer tax incentives to private landowners to encourage converting vacant downtown
- 81 lots into public parking areas.
- 82 2. Reconfigure existing City parking lots to maximize the number of parking spaces.
- 83 3. Add angled parking along Congress Avenue between Washington Street and Market
- 84 Street.
- 85 4. Relocate and repurpose the Visitors Center, which will (a) move the current staff and
- 86 operations to the Opera House and (b) reduce the footprint to create a “Hospitality
- 87 Station” equipped with public restrooms, and allow for the demolition of a portion of
- 88 the Visitor Center to open up land for more parking.
- 89 5. Keeping The Tide Trolley free. This convenient and environmentally friendly mode
- 90 of transportation allows visitors to park in central locations and easily access downtown
- 91 businesses and attractions; and
- 92

93 **WHEREAS**, to implement the 5-Point Parking Plan, the Mayor requests Council to approve the
94 property tax credit for property owners who agree that their vacant lot can be used by the City for
95 public parking.

96 **NOW THEREFORE**, be it decided, determined, and ordained that the City Code Chapter 177
97 Taxation be amended as follows:

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99
100 **VII Tax Credit for Conversion of Vacant Lots in the City’s Downtown Business District to**
101 **Public Parking**

- 102 1. The Mayor is authorized to:
- 103
- 104
- 105 a. Locate and identify empty downtown lots that might be suitable for public parking; located
- 106 within or 500 feet in any direction past the boundaries of the City’s Arts and Entertainment
- 107 District (as defined by Resolution 2018-08) that might be suitable for public parking;
- 108
- 109 b. For interested property owners in the area noted, the Mayor may enter a lease on the
- 110 following terms and conditions:
- 111 i. The lease term would be for 12 months and could be renewed annually by consent
- 112 of both parties.
- 113 ii. The lease cost would be equivalent to the Havre de Grace City property tax.
- 114 iii. The owner would pay the property tax.
- 115 iv. The city will give a full or partial pro-rata credit based on the pro-rata area of
- 116 property used for parking.
- 117 v. The City will add the leased property to its inventory of property as a public parking
- 118 lot for purposes of its municipal insurance policy.
- 119 vi. The City will maintain the parking area.

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152
153
154

vii. To maximize parking spaces:

- 1. The owner will allow the City to make “parking lines” using washable marking materials as needed to maximize parking spaces.
- 2. The city will be permitted to make minor improvements at predetermined maximum costs (e.g., crusher run, walking paths as needed) within allowed City budget items for property repair and maintenance.

2. The Mayor may add additional reasonable terms and conditions to lease vacant property located in the City’s Arts and Entertainment District for additional public parking spaces as he deems necessary to further the purposes of the 5-Point Parking Plan so long as the lease term, tax credits, and parking charges do not exceed the terms established by section 1 (b)(ii) or by section 1 (b)(iv).

NOW, THEREFORE, it is determined, decided, and ordained by the City Council that the foregoing amendments to the City Code are hereby approved.

ADOPTED by the City Council of Havre de Grace, Maryland this ___ day of ____, 2023.

SIGNED by the Mayor and attested by the Director of Administration this ___ day of _____, 2023.

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 7/17/2023
Public Hearing:
Second Reading/Adopted:
Effective Date:

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1115 concerning Changing the Traffic Pattern
on Erie Street**

(Public Hearing)

Date: **7/18/2023**

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 August 7, 2023
 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

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1115

Introduced by Council Member Boyer

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33, 34, 65, AND 66 OF THE HAVRE DE GRACE CITY CHARTER TO CHANGE THE TRAFFIC PATTERN ON ERIE STREET

On: July 17, 2023

at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for August 7, 2023 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

31 **WHEREAS**, in August 2008, the Maryland Transportation Authority and the City of
32 Havre de Grace closed Erie Street between Juniata Street and U.S. Route 40 in Havre de Grace for
33 the Thomas J. Hatem Memorial Bridge preservation project but allowed Erie Street to remain open
34 (two way) to local traffic only so residents could access it from eastbound U.S. Route 40.; and
35

36 **WHEREAS**, by Resolution 2011-11 the City Council made the westernmost part of the
37 800 block of Erie Street a one way street and prevented westbound traffic on Erie from entering
38 U.S. Route 40 and allowing two-way, local traffic only for the rest of the street; and
39

40 **WHEREAS**, in February 2016 the Mayor signed Executive Order 2016-01 re-opening the
41 800 block of Erie to two-way traffic with access to U.S. Route. 40, at the request of the State
42 Highway Administration, noting that the change of traffic flow on the 800 block of Erie Street had
43 caused severe traffic congestion and a safety issue at the intersection of Ohio and Ontario Streets;
44 and
45

46 **WHEREAS**, at the June 5, 2023 City Council meeting citizens residing on the 800 block
47 of Erie Street testified about ongoing property damage and personal safety concerns due to
48 increased car and truck traffic through the narrow residential street by vehicles accessing U.S.
49 Route 40 from Juniata Street; and
50

51 **WHEREAS**, the Mayor issued Declaration 2023-01 stating that emergency conditions
52 existed and executed emergency Executive Order 2023-01 effective on June 15, 2023 making the
53 800 block of Erie Street for one way eastbound traffic only from U.S. Route 40 to Juniata Street
54 for a thirty-day period subject to extension by the City Council for another thirty days to give the
55 City Council time to review the matter and enact an ordinance for a more permanent solution to
56 the traffic patterns on Erie Street; and
57

58 **WHEREAS**, the 800 block of Erie Street is a narrow residential street approximately 29
59 feet wide with 30 residences and only 11 driveways with parking permitted on both sides of the
60 street; and
61

62 **WHEREAS**, the street was clearly marked for no truck traffic, yet trucks over five (5) ton
63 Gross Vehicle Weight Rating ("GVWR") continuously used the 800 block of Erie Street to access
64 U.S. Route 40; and
65

66 **WHEREAS**, since 2016, the City received a steady volume of complaints from citizens
67 living on the 800 block of Erie Street reporting safety concerns as well as multiple reported cases
68 of destruction of personal property due to the high volume of two- way traffic on such a narrow
69 street; and
70

71 **WHEREAS**, the 800 block of Erie Street was used for both ingress and egress to U S.
72 Route 40 by a high volume of traffic inundating the residential street with nearly continuous traffic
73 and creating a public safety threat for citizens living in the area; and
74

75 **WHEREAS**, since the implementation of the 2023 Executive Order the issues have been
76 resolved and there has been no adverse impact on the public who are still able to use existing routes
77 from Maryland State Highway 7A, known as Otsego Street to access U.S. Route 40; and
78

79 **WHEREAS**, the Ambulance Corp and Susquehanna Hose Company have no concerns
80 about the 800 block of Erie Street being one way with access only from U.S. Route 40; and
81

82 **WHEREAS**, the Public Safety Committee of the City Council has reviewed the traffic
83 patterns and reached a consensus that one-way traffic on the 800 block of Erie Street should be
84 continued;
85

86 **NOW THEREFORE**, it is this ____ day of August, 2023 determined, decided and
87 ordained by the Mayor and City Council:
88

89 The 800 block of Erie Street shall remain open only to one-way traffic eastbound from U.S.
90 Route 40 to Juniata Street.
91

92 ADOPTED by the City Council of Havre de Grace, Maryland this ____ day of ____, 2023.
93

94 SIGNED by the Mayor and attested by the Director of Administration this ____ day of _____,
95 2023.
96

97
98 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

99
100
101 _____
102 Stephen J. Gamatoria
103 Director of Administration
104

105 _____
106 William T. Martin
107 Mayor
108

109
110 Introduced/First Reading: 7/17/2023

111 Public Hearing:

112 Second Reading/Adopted:

113 Effective Date:

114 Legislative History and Related Material

115 Resolution 2011-11

116 Executive Order 2016-01

117 Executive Order 2023-01

Declaration 2023-01

City Council meeting minutes and video archive June 15, 2023



July 17, 2023
Council Meeting Proceedings
711 Pennington Avenue, Havre de Grace, Maryland
7:00 p.m.

The regular meeting of the Mayor and City Council was called to order on July 17, 2023, at 7:01 p.m. with Mayor Martin presiding. Council Members present: CM Boker, CM Boyer, CM Jones, CM Robertson, and CM Schneegas. Council Member absent: CP Ringsaker.

The Pledge of Allegiance was recited, and the opening prayer was given by Pastor Jim Sterner, Webster United Church of Christ.

Approval of Minutes

City Council Meeting Minutes – CM Jones moved to approve the Council Meeting minutes of June 20, 2023. Second by CM Schneegas. Motion carried 4-0 with CM Boyer abstaining due to her absence.

City Council Public Hearing Minutes – CM Boyer moved to approve the Council Public Hearing minutes of July 3, 2023. Second by CM Schneegas. Motion carried 3-0 from those attending the public hearing: CM Boyer, CM Jones, and CM Schneegas.

(Note: there were no Council Meeting minutes for July 3, 2023 due to the lack of a quorum.)

Comments from Citizens

Carol Allen, 814 Market Street, Havre de Grace, spoke in support of the National Lighthouse Day special event and thanked the Council for the provisional approval that allowed them to begin their publicity.

Nayeli Garcia Mowbray, 3529 Level Road, Havre de Grace, spoke on behalf of the Green Team in support of Ordinance No. 1112 Green Team Composting agreement and gave information on the program.

Ennise Bloom, 139-141 Weber Street, Havre de Grace, spoke in support of the Yoga on the Green special event and gave information on the Green Team Heirloom Garden program.

Kyle Hurst, 311 Goldeneye Court, Havre de Grace, of Battery Island Brewing Company requested to have a lease agreement with the City to use the City right-of-way on the corner of 101 N. Washington Street and Congress Avenue to put up fencing for outdoor seating.

Rachel McCloskey, 569 Lewis Street, Havre de Grace, spoke on the tabled resolution for a license agreement for her property at 569 Lewis Street.

Appointments

CM Schneegas made a motion to accept the reappointment of Bill Putland to the Board of Appeals. Second by CM Boyer. Motion carried 5-0.

CM Schneegas made a motion to accept the appointment of Carol Barnett to the Board of Election Supervisors. Second by CM Boyer. Motion carried 5-0.

CM Boyer made a motion to accept the reappointments of Wanda Boker, Maura Burton, Morgan Jones, Vicki O'Keefe, Chris Stathes, and Deborah Stathes to the Cultural Exchange Commission. Second by CM Boker. Motion carried 5-0. Mayor Martin and CM Boyer discussed the upcoming trip to Mumbles on September 17-23.

CM Robertson made a motion to accept the reappointment of Warren Hartenstine to the Economic Development Advisory Board. Second by CM Jones. Motion carried 5-0.

CM Jones made a motion to accept the reappointment of Roger Lee to the Historic Preservation Commission. Second by CM Schneegas. Motion carried 5-0.

CM Boyer made a motion to accept the reappointment of Sheryl Coleman to the Street & Traffic Safety Advisory Board. Second by CM Robertson. Motion carried 5-0.

CM Jones made a motion to accept the reappointment of Ron Browning to the Tourism Advisory Board. Second by CM Boker. Motion carried 5-0.

CM Boyer made a motion to accept the reappointment of Kirk Smith to the Tree Commission. Second by CM Schneegas. Motion carried 5-0.

Oath of Office

Mayor Martin administered the oath of office to Carol Barnett of the Board of Election Supervisors.

Presentations

Historic Preservation Commission 2023 Beautification Awards – The Historic Preservation Commission presented the awards to: John Wright & Carolyn Spaulding-Wright (700 Revolution Street), David Mackey (728 N. Stokes Street), and Deborah Cook Goldman (300 Bourbon Street).

Independence Day Commission Post-Event Report – As required by code, the Independence Day Commission presented information on the 2023 Independence Day events. Council members gave their comments about the day. Mayor Martin commented on the fundraising that is done throughout the year and explained the process in getting the fireworks to the barge and the factors in determining if the fireworks can be launched.

Women’s War Memorial – Karen Calvert, Chair of the Commission to Establish a Maryland Women Veterans Memorial gave a presentation on the creation and history of the commission and their task. When the commission came to Havre de Grace, they fell in love not only with the property, but with the hospitality and graciousness of our community. The commission’s final report will be submitted the end of September with 3 possible locations for the memorial – Havre de Grace, Sykesville, and the Maryland Veterans Museum in Newburg. Mayor Martin commented on the memorials we currently have in the City and that we would be honored to have the Women Veterans memorial in Havre de Grace. CM Boker and CM Robertson stated their support of the project.

School Capacity Report – As required by code, Planning Director Tim Bourcier reported on school capacity at Havre de Grace schools. According to the county report, there are no changes in enrollment or enrollment projections from his last report in February. The plan is still to open another school for special needs students, which will take away some of the population from the elementary schools. The county plans to do some redistricting for the 2026-2027 enrollment year.

Ordinances

Ordinance No. 1110 concerning Amending Chapter 162 Solid Waste: Second Reading

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND CHAPTER 162 SOLID WASTE

A motion to introduce was made by CM Jones. Second by CM Robertson. Motion carried 5-0. A motion to adopt was made by CM Boker. Second by CM Schneegas. After a roll call vote, motion to approve carried 5-0. Mayor Martin explained the reason for the increase and explained we pay by weight for trash, but not for recycling, which is why it is important to recycle to keep costs low.

Ordinance No. 1111 concerning Amending Chapter 205 - Zoning - Through Lots, Fences: Second Reading

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND CITY CODE SECTION 205 – ZONING

A motion to introduce was made by CM Schneegas. Second by CM Robertson. Motion carried 5-0. A motion to adopt was made by CM Boker. Second by CM Schneegas. After a roll call vote, motion to approve carried 5-0.

Ordinance No. 1112 concerning an Agreement with the Havre de Grace Green Team for Composting: Second Reading

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF

MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO ENTER INTO AN AGREEMENT WITH THE HAVRE DE GRACE GREEN TEAM LTD, AS IT RELATES TO COMPOSTING COLLECTION WITH GARRITY RENEWABLES, LLC. ON CITY PROPERTY

A motion to introduce was made by CM Boyer. Second by CM Robertson. Motion carried 5-0. A motion to adopt was made by CM Boyer. Second by CM Schneegas. CM Boyer made an amendment to change the expiration date to October 21, 2024. Second by CM Schneegas. Motion carried 5-0. After a roll call vote, motion to approve carried 5-0.

Ordinance concerning Amending Portions of Chapter 205 Zoning – Commercial/Industrial Districts: First Reading

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT AND LAND USE ARTICLES OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND PORTIONS OF CITY CODE 205-ZONING

A motion to introduce was made by CM Schneegas. Second by CM Jones. Motion carried 5-0. The ordinance was given number 1113. A motion to adopt was made by CM Schneegas. Second by CM Robertson. After a roll call vote, motion to approve carried 5-0. The public hearing will be August 7, 2023 at 7:00 p.m.

Ordinance concerning Establishing Tax Credits for Vacant Lot Conversions to Public Parking in the Downtown Business District: First Reading

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO ESTABLISH TAX CREDITS FOR THE CONVERSION OF VACANT LOTS IN THE CITY'S DOWNTOWN BUSINESS DISTRICT TO PUBLIC PARKING

A motion to introduce was made by CM Robertson. Second by CM Boker. Motion carried 5-0. The ordinance was given number 1114. A motion to adopt was made by CM Robertson. Second by CM Schneegas. After a roll call vote, motion to approve carried 5-0. The public hearing will be August 7, 2023 at 7:00 p.m.

Ordinance concerning Changing the Traffic Pattern on Erie Street: First Reading

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33, 34, 65, AND 66 OF THE HAVRE DE GRACE CITY CHARTER TO CHANGE THE TRAFFIC PATTERN ON ERIE STREET

A motion to introduce was made by CM Boyer. Second by CM Robertson. Motion carried 5-0. The ordinance was given number 1115. A motion to adopt was made by CM Boyer. Second by CM Schneegas. After a roll call vote, motion to approve carried 5-0. The public hearing will be August 7, 2023 at 7:00 p.m.

Old Business

Declaration of State of Emergency: 2023-02 for 800 block of Erie Street – CM Robertson made a motion to extend the State of Emergency for the 800 block of Erie Street for 30 additional days. Second by CM Boyer. Motion carried 5-0.

Calendar Resolution concerning Approving a License Agreement for Encroachment onto the City Right-of-Way at 569 Lewis Street (CM Schneegas) - Tabled

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 33 AND 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND FOR APPROVAL OF A LICENSE AGREEMENT FOR 569 LEWIS STREET FOR PERMISSION TO ENCROACH ONTO THE CITY RIGHT-OF-WAY

CM Schneegas asked that the resolution continue to be tabled as the Planning Department and Planning Commission continue to review the request.

New Business

Geo-Cache Permit and License Agreement (GC2023-0001) – Steve Gamatoria presented the agreement. A motion to approve was made by CM Robertson. Second by CM Schneegas. Motion carried 5-0.

Special Events – Steve Gamatoria presented the special event applications:

National Neighbors Night Out, August 1, 2023, 6:00 p.m.-8:00 p.m., Ontario Street between Adams Street & Stokes Street. A motion to approve was made by CM Boyer. Second by CM Schneegas. Motion carried 5-0.

National Lighthouse Day, August 5-7, 2023, 10:00 a.m.-8:00 p.m. (8/5), 1:00 p.m.-5:00 p.m. (8/6), 10:00 a.m.-7:00 p.m. (8/7), Concord Point Park. A motion to approve was made by CM Boyer. Second by CM Robertson. Motion carried 5-0. Carol Allen was invited to discuss the change at the Lighthouse – the Fresnel lens has been moved to the Keeper's House and will be on display in the Keeper's House by National Lighthouse Day. The lens has been replaced with a modern light. This will preserve the Fresnel lens, which was deteriorating due to the ultraviolet sun rays, and temperature and humidity fluctuations; this will allow more people to be able to see the Fresnel lens.

Yoga on the Green, September 6, 2023, 6:00 p.m.-8:00 p.m., Moore Family Homestead (between the main house and the cottage house). A motion to approve was made by CM Schneegas. Second by CM Boyer. Motion carried 5-0.

Directors Report

Steve Gamatoria, Director of Administration: Mr. Gamatoria thanked Carol Barnett for accepting the Board of Election Supervisors position after the passing of George Deibel. There will be an Emergency Operations drill at the EOC on July 20 – it will be a mock train derailment that will feature Havre de Grace. Independence Day is a tough day for the Mayor with decision making based on the weather; Rick Ayres with Emergency Operations was thanked for continually giving us data that day so the Mayor could make necessary decisions, and Chief Hurst and the Susquehanna Hose Company were recognized for their willingness to be available at a moment's notice to get the firework technicians off the barge if needed due to weather. The 5-6 objectives of the Arts Collective are moving along; they have open sessions with live models, It's LIT Thursdays, youth arts program, therapy art, professional development seminars, branding & beautification projects, and marketing strategies for downtown businesses; Katie Noe has done an outstanding job taking the Arts Collective to the next level.

Tim Bourcier, Director of Planning: Mr. Bourcier reported there is a Public Input meeting for the hospital redevelopment project with the consultants on July 27 at 6:30 p.m. at the Opera House; it will be live streamed and available for viewing afterwards, and people can submit comments in writing. There was a meeting today with UMUC to tour the hospital with the consultants; preliminary designs should be available in the near future. The software for the short-term rentals has been purchased and one of the features is it locates when air bnbs go online. The short-term rental application will be the first online application.

Bridgette Johnson, Director of Economic Development & Tourism: Ms. Johnson reported the Business Beat was released on July 11 and is available online or you can request to be added to the email distribution list. October 23-27 is Economic Development Week – we hope to partner with the Chamber of Commerce again and bring back the Economic Development awards. A Capital Improvement Heritage Tourism grant for \$90,000 from MHAA has been received and will be used for restrooms at the Visitor Center. We should know within the next 2 weeks if we will be awarded the grant for the restrooms at Hutchins Park. We are submitting a grant to the Chesapeake Bay Trust for \$125,000 for a pilot program to create permeable pavers or porous concrete on Green Street; this project can help us move from silver to gold with Sustainable Maryland. Project Restore is a state program started for small businesses during covid and a new grant opportunity for municipalities will be opening this fall, but the requirements will be different – information will be shared as it is received. The Economic Development Advisory Board and the Tourism Advisory Board will not meet in July; their next meeting is August 16 at 10 a.m. for TAB and 4 p.m. for EDAB – EDAB will have the hospital consultants in attendance to get input from board members. Ms. Johnson reported on data from the TRAFx pedestrian counters, which have been in place for over a year.

George DeHority, Director of Finance: Mr. George DeHority reported on the current financial condition of General Fund 1, Water/Sewer Fund 9, and Marina Fund 8. The General Fund 1 balance is \$3,271,300, which is \$1,524,500 above budget. The Water/Sewer Fund 9 balance is \$639,300, which is \$981,000 above budget. The Marina Fund 8 balance is \$596,500, which is \$152,100 above budget.

EJ Millisor, Director of Public Works: Mr. Millisor thanked everyone involved with the Independence Day events and Christy Silverstein and Taryn Martin were thanked for hosting a DPW breakfast after the event, which was much appreciated. Pennington Avenue water lines is 85% completed, they are continuing the signature sidewalk pattern throughout the City (Water Street & Harmer's Town Art Center), and the BGE gas line at Lewis & Revolution was completed today - citizens were thanked for their patience and the staff for staying on the contractors to get the job done. Council members were thanked for visiting and assisting DPW last week.

Chief Teresa Walter, Havre de Grace Police Department: Chief Walter congratulated the Independence Day Commission for their amazing job. The Harford County Sheriff's Office, Maryland State Police, and Maryland Transportation Authority were thanked for helping get traffic through. DPW staff were thanked as well as our police officers and employees – everybody works. They received a \$20,000 grant from the Bureau of Justice for recruitment efforts. Chief Walter discussed the tragedy of leaving children or pets in a locked car - the car heats up 20° about every 10 minutes and can result in a heat stroke or death; tips were given on how to make sure it doesn't happen such as putting something of the child's on the front seat or your purse/briefcase in the backseat, and making sure the car is locked even when in the garage so a child doesn't climb in on their own.

Business from Mayor Martin

Mayor Martin commented on the City's role in having the liquor laws in Harford County changed so they are more businesses friendly – Adam Rybczynski and the Harford Delegation were thanked for their assistance is getting it passed. The Water Street boat ramp is now open and the launch fee is the same as the other launches - \$10 cash- we're working on getting the electronic kiosk where you can use a credit card; the parking lot isn't completely finished. Mayor Martin gave his condolences and remembered Havre de Grace born and raised, David "Hootie" Ridgely who passed away after his battle with cancer – a moment of silence was observed.

Business from Council

Council Member Boker: CM Boker recognized Mr. Ridgely as a good man and a staple in Havre de Grace. He described his time at the DPW on July 13 – it was a fantastic tour. First Friday is August 4 and is also his wife's birthday and the 5th anniversary of the passing of Officer Flynn of the Susquehanna Hose Company. The STAR Centre has incredible events - people were encouraged to visit their website to see upcoming events. The Independence Day Commission is a wonderful commission and he is looking forward to working with them.

Council Member Jones: CM Jones described her time at the DPW and the tour; she is the chair of the DPW Committee and looks forward to working with them. The Arts Collective is hosting Latin Jazz on July 22 at the State Theater at 8 p.m.

Council Member Boyer: CM Boyer recognized the Susquehanna Hose Company and the City Marina staff for their assistance in extinguishing a fire at the City Marina and minimizing damage. CM Boyer commented on her experience with a family member and Upper Chesapeake and the need for everyone to have a plan when Harford Memorial Hospital closes.

Council Member Schneegas: CM Schneegas commented on the STAR Centre connecting with the Tidewater Players to produce Sponge Bob: The Musical through the musical theatre camp – it was a wonderful experience and she recommends the program for any young person who wants to participate in the arts; the next one is Anastasia: The Musical July 21-22. The last two Concerts in the Park are 7:30 p.m. on Friday July 21 (Old Time Blues) and 28 (Motown). She had a great time on the DPW tour – she was able to meet up with them half way through at the City Marina and she is thankful for the opportunity. CM Schneegas commented that David Ridgely's spirit will always be with us in Havre de Grace.

Council Member Robertson: CM Robertson reported that July 23 is National Cowboy Day and the American Legion will have Wild West Night on Saturday, July 22 at 5 p.m. with music, food and drink specials. CM Robertson sent his condolences to David Ridgely's family and friends – he had many friends, Mr. Ridgely was his neighbor for a while and even going through the cancer treatments, he would find a way to make him smile with his positive energy, his presence will be missed.

Council President Ringsaker: CP Ringsaker was not in attendance.

Mayor Martin reported that the Havre de Grace Little League Senior Girls Softball All-Star team won their District 5 Championship and are going to Worcester, Massachusetts this weekend to compete for the national championship. This is a big deal - they are representing the state of Maryland. They are raising funds for the trip, so if you'd like to help, go to the Havre de Grace Little League website or Facebook page for information.

Adjournment

CM Boker made a motion to adjourn at 10:04 p.m. Second by CM Schneegas. Motion carried 5-0.

Video recording of the City Council Meeting may be viewed through the City of Havre de Grace YouTube channel.

Submitted by: Tamara Brinkman

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Presentation: Truck Traffic Workgroup**

Date: **8/2/2023**

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 _____
 - 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



TRUCK TRAFFIC WORKGROUP

AUGUST 2023

In October 2022 the Mayor and City Council passed a resolution establishing the Truck Traffic Workgroup

- Casi Boyer, City Council & Chair
- David Glenn, former Council President
- Capt. Joe Alton, HdG Police
- EJ Millisor, HdG Public Works
- Paul Ishak, Street & Traffic Safety Commission
- Louis Campion, industry representative



PURPOSE

- A. Evaluate existing truck routes; and
- B. Develop a map of restricted roads in the City and provide the map to vehicle operators using the best available technology; and
- C. Identify areas for vehicle height monitoring enforcement; and
- D. Evaluate existing signage and identify locations where signage could be improved; and
- E. Recommend a limit on the overall number of vehicle height monitoring systems that may be placed in the City, if any, and
- F. Recommend vehicles which shall be exempt from enforcement of height restrictions by a vehicle height monitoring system located in the City.



Resolution in Appendix 1

APPROACH

Series of meetings hosted on Zoom.

Started from the work of Baltimore County and Baltimore City.

Reviewed current signage within the City.

Discussed problem areas.

Discussed enforcement statistics and challenges.

Developed a map, sign locations, draft ordinance and recommended communication.



TRUCK ROUTES RECOMMENDATION

Prohibit truck traffic except for local deliveries on:

- Canvasback Drive
- Tydings Road
- Seagull Drive
- Chapel Road/Ontario between Mt. Pleasant and Rt. 40
- Ontario Street (East of 40)
- Erie between Juniata & Rt. 40
- Lewis Lane
- Bay Boulevard
- Parkway Avenue



PROPOSED TRUCK ROUTE MAP

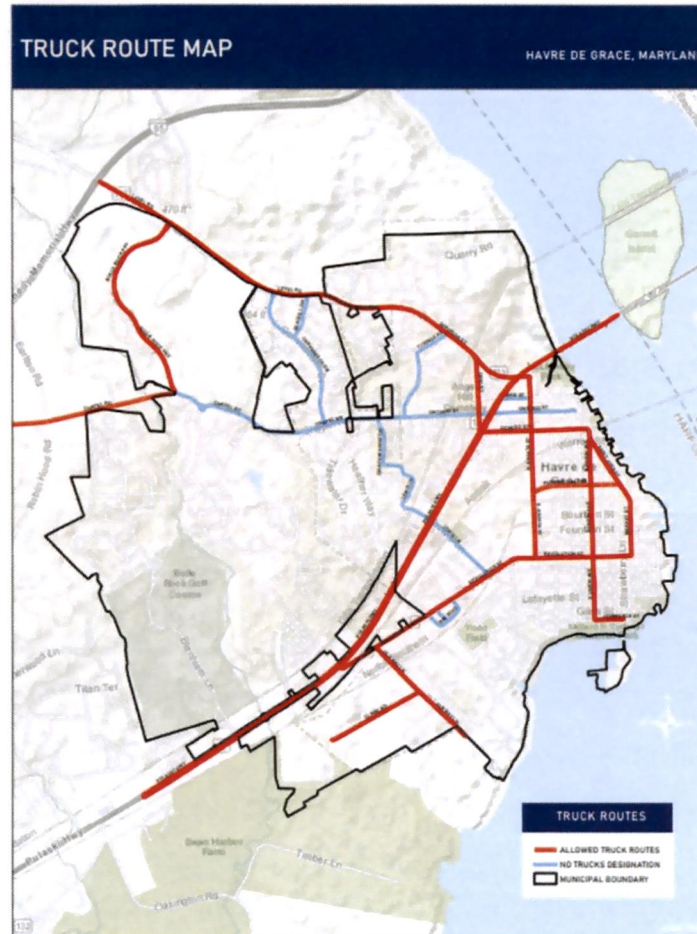


BLUE ROUTES

Trucks over 5 Tons GVWR prohibited on these streets

Requires Proper Signage

Designated on GIS



RED ROUTES

Trucks over 5 Tons GVWR permitted to use these routes then divert off for local deliveries only

Designated on GIS

Map in Appendix 2

RECOMMENDATIONS

ADOPT MAP VIA ORDINANCE

1

Adopt the Workgroups map for designated truck routes and prohibited routes within the City.

Draft Ordinance in Appendix 3



No Trucks Over
5 Tons GVWR
on Lewis Street

All current signage should be removed and replaced with standard signs.

City should work in coordination with SHA.

New signage should be consistent throughout the City and in full compliance with the MD Manual Uniform Traffic Control Device listing.

- “On local streets, the No Trucks symbol (R5-2) sign along with appropriate weight and route (or street name) information may be used.”

Locations for signage is listed on spreadsheet, Appendix 4

2

USE STANDARD SIGNAGE THROUGHOUT HAVRE DE GRACE

RECOMMENDATIONS

DO NOT USE SIGNAGE FOR TRUCK ROUTES

3

The Workgroup does not recommend placing truck route signage throughout the City of Havre de Grace.

It would require too many signs and would not provide added value to the drivers.

At this time, the Workgroup does not advise the use of camera enforcement due to the extensive resources required.

The cost for a single unit is expensive (>\$4,000 per month/per camera) and investment decreases over time.

Need greater enforcement with police citations for failure to obey a properly placed traffic control device (\$90) and if a collision \$130.

If after one year the problem continues reconstitute workgroup to reexamine and evaluate next steps.

4

ENFORCEMENT

RECOMMENDATIONS

ERIE STREET 800 BLOCK SOLUTION

5

A permanent design solution should be considered working in consultation with the citizens that eliminates through-truck use.

Various options should be considered.

Provide local stakeholder businesses a draft note to provide to delivery companies explaining the new designated truck routes and penalties.

Communicate changes through industry associations.

Note: For larger carriers, dedicated truck GPS software providers will pick up the new GIS information.

6

OUTREACH



THANK YOU!

Appendix 1

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2022-28 (As Amended)

Introduced by _____ Council Member Boyer

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, CHAPTER 379 OF THE 2022 LAWS OF MARYLAND, CITY CODE SECTION 25-68, AND SECTIONS 33 AND 34 OF THE CITY CHARTER TO ESTABLISH THE TRUCK TRAFFIC WORKGROUP

WHEREAS, Chapter 379 of the 2022 Laws of Maryland (“Chapter 379”) enables Harford County and municipalities located in Harford County to, by law, authorize the use of vehicle height monitoring systems and, if used, adopt a law limiting the overall number of vehicle height monitoring systems that are used; and

WHEREAS, on August 16, 2022, in accordance with City Code section §25-58 of Article X Street and Traffic Safety Advisory Board (“the Board”), the administration formally requested from the Board an opinion/advice regarding the use of vehicle height monitoring systems; and

WHEREAS, on August 23, 2022 the Board voted and took the position that “the City has such a problem with vehicles of a certain height and/or weight driving through our City that the review of the current ordinances and the consideration of the installation of a monitoring system for enforcement is warranted”; and

WHEREAS, under Chapter 379, before installation of a vehicle height monitoring system, a workgroup must be established, to include commercial transportation industry representatives to assist the local government on certain items relating to the evaluation of existing truck routes, location of vehicle height monitoring systems appropriateness of signage.

NOW, THEREFORE, it is determined, decided, and resolved by the Mayor and City Council of Havre de Grace that the Truck Traffic Workgroup shall be established.

Truck Traffic Workgroup:

Section 1. Establishment

- A. Pursuant to Chapter 379 of the 2022 Laws of Maryland, The Mayor and City Council of Havre de Grace (“the City”) hereby establishes the Truck Traffic Workgroup (“Workgroup”).
- B. The Workgroup shall remain in existence until:
 - 1. The Workgroup submits to the City a final written report along with an oral report, which shall contain and address items A-F found in Section 2 of this resolution, after which the Workgroup shall be considered dissolved; or
 - 2. The City dissolves the Workgroup.

Section 2. Purpose

The purpose of the Workgroup is to assist the City in the following:

- A. Evaluate existing truck routes; and
- B. Develop a map of restricted roads in the City and provide the map to vehicle operators using the best available technology; and
- C. Identify areas for vehicle height monitoring enforcement; and
- D. Evaluate existing signage and identifying locations where signage could be improved; and
- E. Recommend a limit on the overall number of vehicle height monitoring systems that may be placed in the City, if any, and
- F. Recommend vehicles which shall be exempt from enforcement of height restrictions by a vehicle height monitoring system located in the City.

Section 3. Organization and Membership

- A. The Workgroup shall consist of six members:
 - 1. One member representing the Public Safety Committee; and
 - 2. Two citizen members; and
 - 3. One member representing the Havre de Grace Police Department; and
 - 4. One member representing the Havre de Grace Department of Public Works; and
 - 5. One member shall represent the commercial transportation industry.

Section 4. Appointment of Members

With the City Council's consent, the Mayor shall appoint all members of the Workgroup.

Section 5. Terms and replacements

- A. Members shall serve on the Workgroup until the Workgroup is dissolved or until they resign.
- B. When a member cannot complete their term, the Mayor shall appoint a replacement to serve the remainder of that member's term with the advice and consent of the City Council.

Section 6. Officers

- A. At its first meeting, the Workgroup shall:
 - 1. Select one of its members to serve as Chair; and
 - 2. Select one of its members to serve as Secretary who shall take minutes.

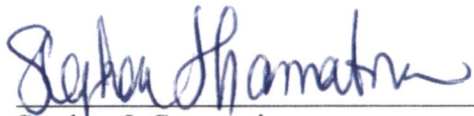
Section 7. Meetings and Report Schedule

- A. At its first meeting, the Workgroup shall establish a regular meeting schedule.
- B. At the first regularly scheduled City Council meeting held in September of 2023, the Workgroup shall deliver to the Mayor and City Council of Havre de Grace a final written and oral report. This report shall:
 - 1. Provide the Workgroup's recommendations; and
 - 2. Contain and address items A-F found in Section 2 of this resolution and
 - 3. Contain a copy of the minutes recorded at each meeting of the Workgroup, if the approved minutes were not submitted after each meeting.

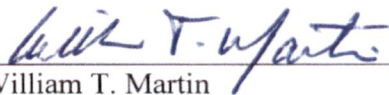
ADOPTED by the City Council of Havre de Grace, Maryland this 3rd day of October, 2022.

SIGNED by the Mayor and attested by the Director of Administration this 5th day of October, 2022.

ATTEST:



 Stephen J. Gamatoria
 Director of Administration

MAYOR AND CITY COUNCIL
 OF HAVRE DE GRACE


 William T. Martin
 Mayor

Introduced: 10/3/2022
 Passed/Adopted: 10/3/2022
 Effective Date: 10/5/2022
 Amended Date: 2/21/2023 (to extend report due date from March 2023 to September 2023)

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2022-28

Introduced by _____ Council Member Boyer _____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, CHAPTER 379 OF THE 2022 LAWS OF MARYLAND, CITY CODE SECTION 25-68, AND SECTIONS 33 AND 34 OF THE CITY CHARTER TO ESTABLISH THE TRUCK TRAFFIC WORKGROUP

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WHEREAS, on August 23, 2022 the Board voted and took the position that “the City has such a problem with vehicles of a certain height and/or weight driving through our City that the review of the current ordinances and the consideration of the installation of a monitoring system for enforcement is warranted”; and

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The purpose of the Workgroup is to assist the City in the following:

- A. Evaluate existing truck routes; and
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- C. Identify areas for vehicle height monitoring enforcement; and
- D. Evaluate existing signage and identifying locations where signage could be improved; and
- E. Recommend a limit on the overall number of vehicle height monitoring systems that may be placed in the City, if any, and
- F. Recommend vehicles which shall be exempt from enforcement of height restrictions by a vehicle height monitoring system located in the City.

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 - 4. One member representing the Havre de Grace Department of Public Works; and
 - 5. One member shall represent the commercial transportation industry.

Section 4. Appointment of Members

With the City Council's consent, the Mayor shall appoint all members of the Workgroup.

Section 5. Terms and replacements

- A. Members shall serve on the Workgroup until the Workgroup is dissolved or until they resign.
- B. When a member cannot complete their term, the Mayor shall appoint a replacement to serve the remainder of that member's term with the advice and consent of the City Council.

Section 6. Officers

- A. At its first meeting, the Workgroup shall:
 - 1. Select one of its members to serve as Chair; and
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Section 7. Meetings and Report Schedule

- A. At its first meeting, the Workgroup shall establish a regular meeting schedule.
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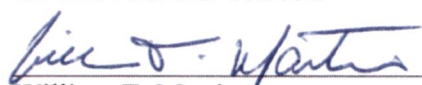
ADOPTED by the City Council of Havre de Grace, Maryland this 3rd day of October, 2022.

SIGNED by the Mayor and attested by the Director of Administration this 5th day of October, 2022.

ATTEST:



 Stephen J. Gamatoria
 Director of Administration

MAYOR AND CITY COUNCIL
 OF HAVRE DE GRACE


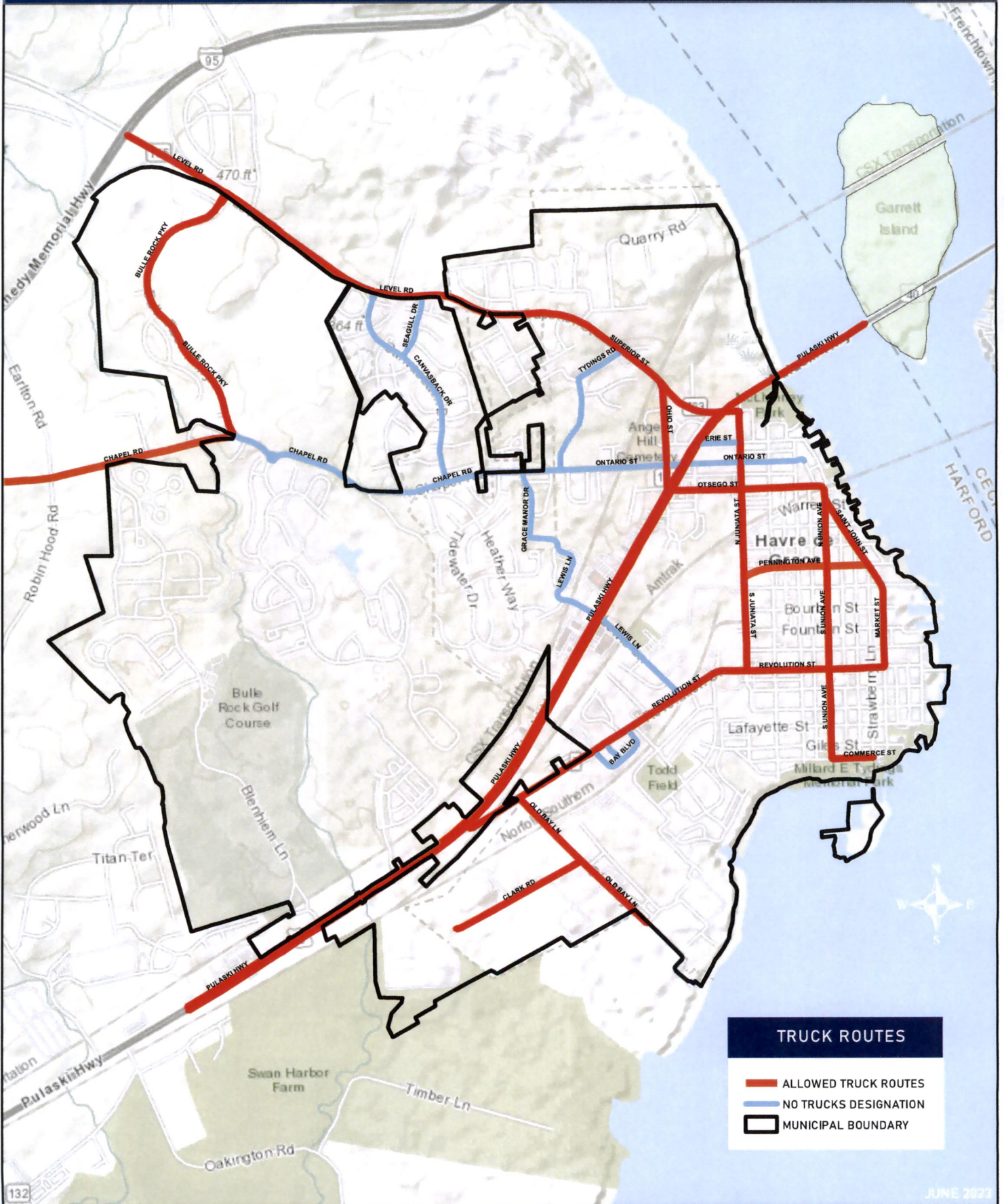
 William T. Martin
 Mayor

Introduced: 10/3/2022
 Passed/Adopted: 10/3/2022
 Effective Date: 10/5/2022

TRUCK ROUTE MAP

Appendix 2

HAVRE DE GRACE, MARYLAND



TRUCK ROUTES

- ALLOWED TRUCK ROUTES
- NO TRUCKS DESIGNATION
- MUNICIPAL BOUNDARY

JUNE 2023

Appendix 3

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. _____

Introduced by _____ Council Member Boyer

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO ADOPT TRUCK TRAFFIC WORKGROUP RECOMMENDATIONS AND TO AMEND CITY CODE §190-21

On: August 7, 2023

at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for August 21, 2023 at 7:00 p.m.

EXPLANATION
Underlining indicates matter added to existing law.
[**Bold Brackets**] indicate matter deleted from existing law.
Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

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33 **WHEREAS**, Md. Transportation Code Ann. § 24-111.3 enables Harford County and
34 municipalities located in Harford County to, by law, authorize the use of vehicle height monitoring
35 systems and, if used, adopt a law limiting the overall number of vehicle height monitoring systems
36 that are used; and

37
38 **WHEREAS**, on August 16, 2022, in accordance with City Code section §25-58 of Article X Street
39 and Traffic Safety Advisory Board ("the Board"), the administration formally requested from the
40 Board an opinion/advice regarding the use of vehicle height monitoring systems; and

41
42 **WHEREAS**, on August 23, 2022, the Board voted and took the position that “a review of the
43 current ordinances and the consideration of the installation of a monitoring system for enforcement
44 is warranted”; and

45
46 **WHEREAS**, under Md. Transportation Code Ann. § 24-111.3, before installation of a vehicle
47 height monitoring system, a workgroup must be established, to include commercial transportation
48 industry representatives to assist the local government on certain items relating to the evaluation
49 of existing truck routes, location of vehicle height monitoring systems appropriateness of signage;
50 and

51
52 **WHEREAS**, the Truck Traffic Workgroup has convened and prepared recommendations for the
53 Mayor and City Council of Havre de Grace and after consideration, the City Council desires to
54 adopt the recommendations to regulate truck traffic in the City and Amend City Code §190-21.

55
56 **NOW, THEREFORE, BE IT ENACTED**

- 57
58 1. **Truck Traffic Workgroup Recommendations:** The attached Exhibit A entitled “Truck
59 Traffic Workgroup Recommendations” is a document that contains recommendations from
60 the Truck Traffic Workgroup. The Mayor and City Council of Havre de Grace hereby
61 affirm and direct the City Administration to implement the recommendations 1-6 found in
62 attached Exhibit A.
63
64 2. **Truck Route Map:** The attached Exhibit B, entitled “Truck Route Map”, is a document
65 that contains approved and prohibited routes for truck traffic. Routes in blue indicate routes
66 that prohibit trucks over five tons gross vehicle weight rating (GVWR). Routes in red
67 indicate approved routes for trucks that may use these routes and then divert off for local
68 deliveries only. The Mayor and City Council of Havre de Grace hereby adopt the map
69 found in attached Exhibit B as depicting the only approved truck routes in the City.
70 a. The City adopts by reference any penalties codified in the Annotated Code of
71 Maryland pertaining to prohibitions on trucks over five tons GVWR using
72 unauthorized routes and any amendments to the State law effective after the
73 adoption of the State law to the fullest extent permitted by law.
74
75 3. **Amend City Code** by deleting § 190-21 - Commercial vehicles in residential zones in its
76 entirety as noted below:

77 **[A. It shall be unlawful for any person to operate a commercial vehicle of more than**
78 **one ton manufacturer's rating capacity upon any street or roadway under City**

79 jurisdiction in a residential zone as from time to time may be ordered by the Traffic
80 Engineer. Public utility and service/delivery vehicles while so engaged are exempted.
81

82 B. After such order is issued, the City shall cause to be placed and thereafter
83 maintained in conspicuous places along such streets or roadways, to which such
84 resolution is applicable, appropriate signs or markers describing the restrictions
85 imposed by resolution. The presence along any street or roadway of such signs or
86 markers shall be prima facie evidence of the adoption of the resolutions herein
87 provided for.]
88

89
90 ADOPTED by the City Council of Havre de Grace, Maryland this __ day of _____, 2023.

91
92 SIGNED by the Mayor and attested by the Director of Administration this ____ day of
93 _____, 2023.
94

95
96 ATTEST: MAYOR AND CITY COUNCIL
97 OF HAVRE DE GRACE
98

99 _____
100 Stephen J. Gamatoria
101 Director of Administration
102

William T. Martin
Mayor
103

104 Introduced/First Reading: 8/7/2023

105 Public Hearing:

106 Second Reading/Adopted:

107

108 Effective Date:

Exhibit A

Truck Traffic Workgroup Recommendations

1. Adopt Map via Ordinance

- Adopt the Workgroup's map for designated truck routes and prohibited routes within the City.

2. Use Standard Signage throughout Havre de Grace

- All current signage should be removed and replaced with standard signs.
- City should work in coordination with SHA.
- New signage should be consistent throughout the City and in full compliance with the MD Manual Uniform Traffic Control Device listing.
 - "On local streets, the No Trucks symbol (R5-2) sign along with appropriate weight and route (or street name) information may be used."

3. Do Not Use Signage for Truck Routes

- The Workgroup does not recommend placing truck route signage throughout the City of Havre de Grace. It would require too many signs and would not provide added value to the drivers.

4. Enforcement

- At this time, the Workgroup does not advise the use of camera enforcement due to the extensive resources required.
 - The cost for a single unit is expensive (>\$4,000 per month/per camera) and investment decreases over time.
- Need greater enforcement with police citations for failure to obey a properly placed traffic control device (\$90) and if a collision \$130.
- If after one year the problem continues, reconstitute workgroup to reexamine and evaluate next steps.

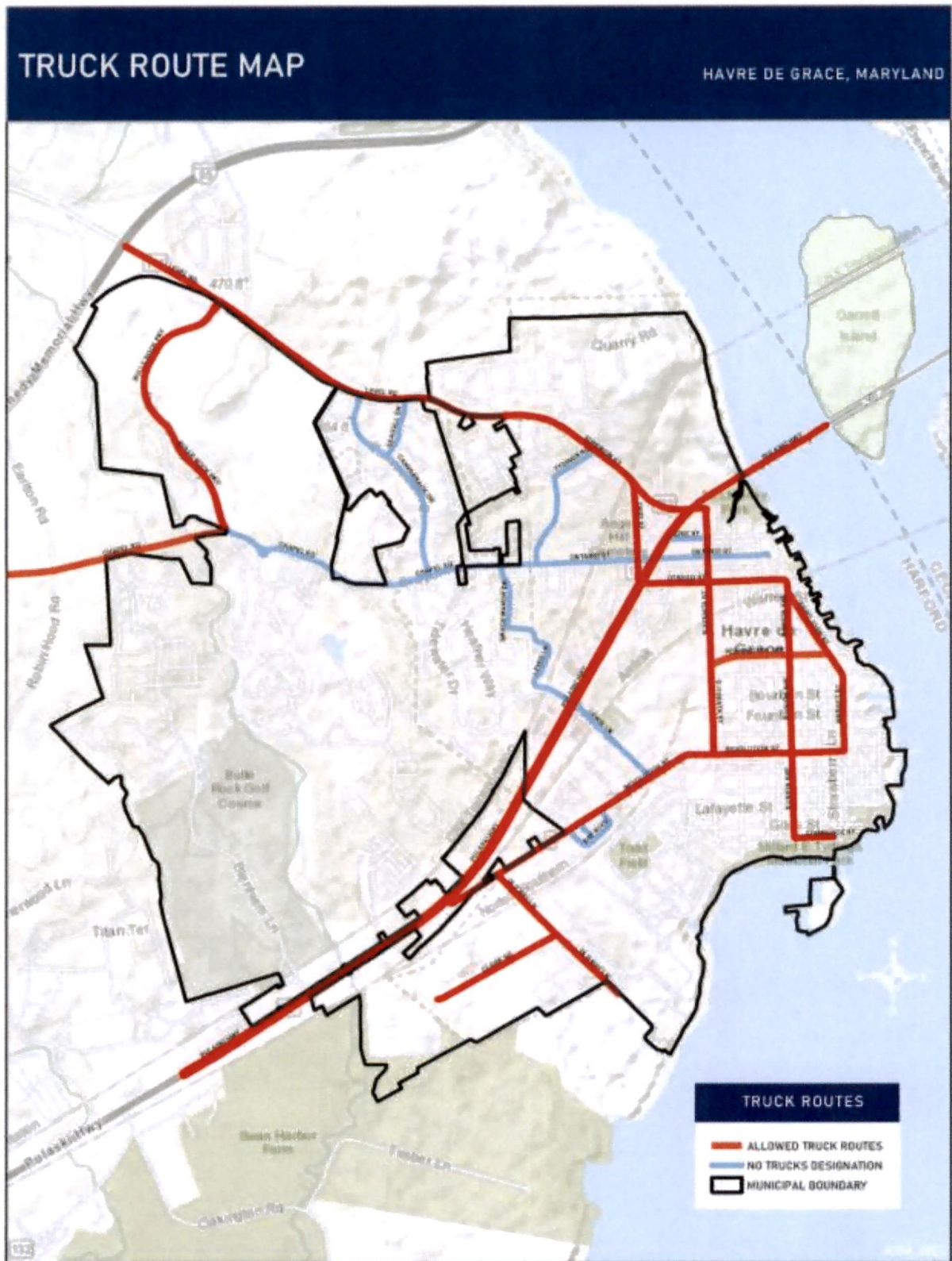
5. Erie Street 800 Block Solution

- A permanent design solution should be considered working in consultation with the citizens that eliminates through-truck use.
- Various options should be considered.

6. Outreach

- Provide local stakeholder businesses a draft note to provide to delivery companies explaining the new designated truck routes and penalties.
- Communicate changes through industry associations.
 - Note: For larger carriers, dedicated truck GPS software providers will pick up the new GIS information.

Exhibit B



Appendix 4

LOCATIONS FOR SIGNAGE

Icon	No Truck Road	Sign Location
A	Canvasback Drive between Rt. 155 and Chapel Road	Rt 155 East before Canvasback Dr
B	Canvasback Drive between Rt. 155 and Chapel Road	Rt 155 West before Canvasback Dt
C	Tydings Road	Rt 155 East before Tydings Rd
D	Tydings Road	Rt 155 West before Tydings Rd
E	between Mt. Pleasant and Rt. 40	Chapel Rd headed East before Mt. Pleasant
F	between Mt. Pleasant and Rt. 40	Bulle Rock Parkway headed south prior to Chapel Road
G	between Mt. Pleasant and Rt. 40	Rt. 40 headed West at Ontario
H	between Mt. Pleasant and Rt. 40	Ohio headed South at Ontario
I	between Mt. Pleasant and Rt. 40	Ohio headed North at Ontario
J	Erie between Juniata & Rt. 40	Rt. 40 East bound before Erie
K	Erie between Juniata & Rt. 40	Juniata South before Erie
L	Erie between Juniata & Rt. 40	Juniata North before Erie
M	Ontario Street (East of 40)	Rt. 40 East bound before Ontario
N	Ontario Street (East of 40)	Juniata North before Ontario
O	Ontario Street (East of 40)	Juniata South before Ontario
P	Lewis Lane between Rt. 40 and Revolution and railroad crossing and Chapel Road	Revolution West at Lewis
Q	Lewis Lane between Rt. 40 and Revolution and railroad crossing and Chapel Road	Revolution East at Lewis
R	Lewis Lane between Rt. 40 and Revolution and railroad crossing and Chapel Road	Rt. 40 East at Lewis
S	Lewis Lane between Rt. 40 and Revolution and railroad crossing and Chapel Road	Rt. 40 West at Lewis
T	Bay Blvd. & Parkway Ave	Revolution West prior to Bay Blvd
U	Bay Blvd. & Parkway Ave	Revolution East prior to Bay Blvd
V	Parkway Ave	Entrance of Parkway Ave from Revolution
W	Seagull Drive	Rt. 155 East prior to Seagull Drive

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Calendar Resolution concerning Authorizing an Agreement
with HdG Arts Collective for a Piece of Public Art**

Date: **8/3/2023**

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 August 7, 2023**
 - 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

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2023-_____

Introduced by _____ Council Member Jones

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND, PURSUANT TO THE LOCAL
GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF
MARYLAND AND SECTIONS 33 AND 34 OF THE CITY CHARTER
FOR AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE
INSTALLATION, MAINTENANCE AND OWNERSHIP OF A PIECE OF
PUBLIC ART**

WHEREAS, the Mayor and City Council of Havre de Grace, Maryland passed Resolution 2008-02, supporting an application to the Secretary, Maryland Department of Business and Economic Development, for designation of an Arts and Entertainment District, and expanded the original designation in 2018, with Resolution 2018-08; and

WHEREAS, the Mayor and City Council of Havre de Grace, Maryland have determined that public art is important for the betterment of the public and recognized and tasked the Public Art Committee of the Community Projects of Havre de Grace, Inc. with the goal of implementing a public art plan for the City of Havre de Grace; and

WHEREAS, the Mayor and City Council of Havre de Grace, Maryland passed Resolution 2014-10 supporting a Public Art Plan for the City of Havre de Grace as presented by the Public Art Committee, a committee of Community Projects of Havre de Grace, Inc.; and

WHEREAS, portions of the Public Art Plan describe art projects and locations as *“any waterfront site for a sculpture carries additional value due to the lighting effects and context or proximity of natural world”*, making the Lock House location a prime location for a sculpture; and

WHEREAS, the Mayor and City Council of Havre de Grace, Maryland, acknowledge the long standing collaborative partnership with the non-profit entity *“Havre de Grace Arts Collective, Inc.”*, which includes the legislative oversight of the A&E District, as well as a number of art-related partnerships generated by the Public Art Plan through the diligent work of the Public Art Committee, including bench painting, murals, Big Fish-School of Fish, Concord Point Pier sculptures and artistic events throughout the city, as well as the previous management of the Cultural Center at the Opera House.

44 **NOW, THEREFORE,** it is it is determined, decided, and resolved by the City Council to extend
45 the terms and conditions of the Agreement with the HAVRE DE GRACE ARTS COLLECTIVE,
46 INC. as depicted in the MOU, further known as EXHIBIT A of this Resolution.

47
48 ADOPTED by the City Council of Havre de Grace, Maryland this __ day of August, 2023.

49
50 SIGNED by the Mayor and attested by the Director of Administration this ____ day of August,
51 2023.

52
53
54 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

57 _____
58 Stephen J. Gamatoria
59 Director of Administration

William T. Martin
Mayor

60
61
62 Introduced: 8/7/2023

63 Passed/Adopted:

64
65 Effective Date:

Exhibit A



THE CITY OF HAVRE DE GRACE

PUBLIC ARTWORK SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of _____, 2023, by and between the City of Havre de Grace (the "City"), the Havre de Grace Arts Collective, Inc. ("Havre de Grace Arts Collective"), a tax-exempt organization in good standing and organized under the laws of Maryland, and Marguerite de Messières and Tsvetomir Naydenov (the "Artists").

- A. The City has agreed to the recommendation made by the Havre de Grace Arts Collective Public Art Committee (the "Committee") to install a work of sculpture in North Park, near the Susquehanna Museum at the Lock House (the "Project"); and
B. Artists have submitted proposals for such a sculpture, and the City has selected its proposal based upon recommendation from the Selection Committee assembled to adjudicate the artists' submissions; and
C. The HAC has secured the funding for the Project through a Maryland State Arts Council Public Art Across Maryland ("MASC PAAM") Project Grant (the "Project Grant"); and
D. The parties wish to memorialize their understandings about the Project in a binding contract.

NOW THEREFORE, in consideration of the promises and obligations set forth below, the parties agree as follows:

1. Scope of the Work

The Artists must furnish all of the materials and perform all of the work for the Project as shown on the drawings and described in the specifications attached as Appendix A, Project Proposal, Appendix B, Project Budget, and Appendix C, Project Timeline, Appendix D (MD Tax Exempt Certificates from the City of Havre de Grace and Havre de Grace Arts Collective, and incorporated by reference into this Agreement

The Project consists in general terms of the design and fabrication. The Artists' work must be of high quality, in compliance with generally accepted standards of workmanship, and in conformity of this Agreement.

40 2. **Protection, Prevention of Site Access and Risk**

41 The Artists must keep competent supervisory personnel on the Project and provide efficient
42 supervision, using the Artists' best skill and attention. The Artists must use reasonable efforts at all
43 times to safely guard the Project, the City's property and including underground utilities, from
44 damage, injury or loss in connection with the Project. The Artists shall provide, erect, and maintain
45 barricades, fences, lights and other devices needed to support the fabrication of the Project and shall
46 furnish such personnel (as the City may require) to warn the public and protect the site and shall take
47 such other precautionary measures as are reasonably necessary to protect persons, property, and the
48 work done under this Agreement.

49 During installation of the Project, the Artists shall clean up the site at reasonable intervals and at
50 other times when directed by the City. At all times while finish work is being accomplished, the site
51 shall be kept clean, free of dust, construction debris and trash. Directly upon completion of the
52 Project, the Artists shall remove from the site all equipment and any waste materials not previously
53 disposed of, leaving the site thoroughly clean and ready for the City's final inspection.

54 The Artists must protect the Project and related materials from damage due to the nature of the work,
55 the elements, carelessness of the Artist, or from any cause until the completion and acceptance of the
56 Project by the City. The Artists assumes all risk of loss or damages under this Agreement arising out
57 of the nature of the work, the elements, carelessness of the Artists, or from any other causes which
58 may be encountered in the performance of the work, until final acceptance of the Project by the City,
59 except loss or damage proximately caused by the City, its employees, agents or other contractors.
60

61 3. **Time of Completion and Formal Acceptance**

62 The Project shall be fully installed and completed by Artist by May 31, 2024, unless delays are caused
63 by the City, or by events beyond the control of both parties, at which time completion may be
64 amended. Any extensions of time must be agreed to in writing by both parties.

65 The Artists must notify the Committee when the Project is fully installed and complete. No more
66 than ten (10) days after receiving such notice, the Committee will provide the Artists and the City a
67 written response, informing the Artists and the City that either (i) the Committee agrees that the
68 Project is fully installed and is complete, consistent with the terms of this Agreement, and the
69 Committee formally accepts the Project as completed ("Letter of Acceptance"); or (ii) the Committee
70 does not consider the Project to be completed due to unresolved issues or defects that remain, and
71 describing the outstanding issues or defects and the time frame in which the Artists must then cure
72 such issues before the Committee will issue a Letter of Acceptance.

73 The Project is not finally complete for purposes of this Agreement until the Committee has issued a
74 Letter of Acceptance ("Final Acceptance"). Once the Committee has issued a Letter of Acceptance
75 the City will be the sole owner of the Project.
76

77 4. **City and Committee Representatives**

78 The City and Committee will designate its Project representative who will make all necessary and
79 proper decisions with reference to the Project within the scope of their authority. The Artists must
80 direct all request for clarification or instruction to the designated representatives. The City has
81 assigned Stephen Gamatoria to serve as the City's representative to the Project and the Committee
82 has assigned James McFarland to serve as the Committee's representative to the Project.

83 5. **Design and Construction Fee**

84 The total design and construction fee paid by the Committee to Artist under this Agreement will be
85 \$45,000.00, (FORTY FIVE THOUSAND DOLLARS), based on the specifications provided by the
86 Artists as shown in Appendix B. The fee includes all design, materials, labor, delivery and installation
87 of the Project.
88

89 6. **Payment Schedule and Terms**

90 Payment shall occur as follows:

91 50%, TWENTY TWO THOUSAND, FIVE HUNDRED (\$22,500.00) DOLLARS, upon release
92 of the Project Grant funding to the Committee (anticipated by August, 2023).

93 25%, ELEVEN THOUSAND, TWO HUNDRED and FIFTY (\$11,250.00) DOLLARS, release
94 of the Project Grant funding to the Committee upon satisfactory review of work in progress
95 (January, 2024).

96 25%, ELEVEN THOUSAND, TWO HUNDRED and FIFTY (\$11,250.00) DOLLARS, release
97 of the Project Grant funding to the Committee when the Project is complete, as described in #3
98 above. (April, 2024).
99

100 Invoices shall be submitted by the Artists to the Committee for each payment and payment shall be
101 made within 30 days of receipt. Artist shall pay all subcontractors promptly.
102

103 The Committee will not make the final payment for completion and acceptance until it has accepted
104 maintenance instructions for the Project.
105

106 7. **Ownership and Rights Related to the Project**

107 7.1 **Ownership.** Ownership of the Project shall pass to the City upon Final Acceptance.
108 The Artists shall confirm in writing that ownership of the Work belongs to the City. The Artists hereby
109 irrevocably assign, convey and otherwise transfer to City and its respective successors and assigns
110 title to the Project.
111

112 7.2 **Reproduction.** In view of the intention that the Project in its final dimensions shall be
113 unique, the Artists shall not make any additional exact duplicate reproduction of the final Project, nor
114 shall the Artists grant permission to others to do so except with the written permission of the City.
115 The Artists grant to the City and its assignees an irrevocable license to make two-dimensional
116 reproductions of the Project for non-commercial purposes, including, but not limited to, reproductions
117 used in advertising, brochures, media publicity, and catalogues or other similar publications, provided
118 that these rights are exercised in a tasteful and professional manner and not to market goods or
119 services. The Artists, however, may use photographic reproductions of the Project in their portfolio,
120 in critical and scholarly writings, or for non-commercial purposes, including reproductions used in
121 advertising brochures, media publicity, and catalogues or other similar publications.
122

123 7.3 **Credits.** Any two or three-dimensional reproduction by the City shall contain a credit
124 to Artists and display a copyright notice. The Artists shall use its best efforts to give a credit reading
125 substantially, as “original work commissioned by the Havre de Grace Arts Collective and owned by
126 the City of Havre de Grace,” in any public showing of the Project or reproduction thereof, when
127 appropriate.

128 7.4 Registration. If the copyright is registered with the U.S. Copyright Office, the Artists
129 shall provide the City with a copy of the application for registration, the registration number, and the
130 effective date of the registration.

131

132 7.5 Rights under the Visual Artist’s Rights Act. To the extent the uses, modification,
133 destruction or removal of the Project under this Agreement affect any rights the Artists may have
134 under the provisions of federal or state law, including the 1990 Visual Artists’ Rights Act under 17
135 U.S.C. & 106A(a) and & 113, the Artists hereby knowingly waives any rights provided by those laws.

136

137 **8. Maintenance, Repairs and Restoration**

138 8.1 Maintenance. The City recognizes that maintenance of the Project on a regular basis
139 according to the maintenance instructions is essential to the integrity of the Project, and that the City
140 will be solely obliged to maintain the Project after Final Acceptance. The City shall nonetheless have
141 the right to determine, in its sole discretion, when and if maintenance, repairs and restorations to the
142 Project will be made. To the extent practical and if the Artists has provided a current address pursuant
143 to Section 13, during the ten years following submission of the Letter of Acceptance, the Artists shall
144 be given the opportunity to consult on repairs or restorations in addition to those described in the
145 maintenance instructions.

146

147 8.2 Removal, Relocation, or Destruction. Nothing in this Agreement shall preclude any
148 right of the City in its sole discretion to (i) remove the Project from public display, (ii) move or
149 relocate the Project to another location selected by the City for public display; or (iii) destroy the
150 Project. If the City shall at any time decide to destroy the Project, the City shall notify the Artists
151 and offer the Artist a reasonable opportunity to recover the Project at no cost to the Artists, except
152 for an obligation of the Artists to indemnify and reimburse the City for the differences between the
153 City’s cost to recover the Project and the City’s cost to destroy the Project, as reasonably
154 determined in connection with the destruction of the Project or as described in this section; the
155 Artists waives any greater or other rights which they might have in connection with the removal or
156 destruction of the Project under 17 U.S.C. & 160A(a) and & 113.

157

158 **9. Warranties.**

159 9.1 Uniqueness. The Artists represent and warrant to the City that the Project is
160 artistically unique, and agree not to create or be involved in the creation of an identical artwork
161 within 100 miles of Havre de Grace, Maryland. Additionally, the Artists represent and warrant
162 that:

163

- a) The Project is solely the result of the artistic effort of the Artists;
- b) Except as otherwise disclosed in writing to the Committee prior to the time of execution hereof, the Project is unique and original and does not infringe upon any copyright and any other property or personal right;
- c) That neither the Project delivered hereunder, nor a duplicate thereof, has been accepted for sale elsewhere; and
- d) The Project is free and clear of any liens or claims or encumbrances from any source whatsoever.
- e) The Artists shall defend and indemnify the City if a third party asserts a copyright infringement or claim involving the Project.

164

165

166

167

168

169

170

171

172

173 9.2 Workmanship. The Artists warrants to the Committee that all work performed will be
174 performed in a workmanlike manner.

175
176 9.3 Materials. The Project, as fabricated and executed, will use materials that are of good
177 quality, fit for the selected purpose, within manufacturer tolerances and warranties, and free from all
178 faults and defects not inherent in the quality required.

179
180 9.4 Defects and Deficiencies. Any work or material that is found to be defective or
181 deficient, the Artists will, without cost to the City or the Committee correct it promptly after receipt
182 of a written from the Committee, unless the Committee has previously issued a Change Order
183 accepting the defect or deficiency or the City/Committee is the cause of the defect or deficiency, for
184 example installation error.

185
186 For a period of two (2) years from the date of the Committee’s Final Acceptance of the Project, the
187 Artists agree to replace or correct any material defects in the Project and that relate to a defect in the
188 design, workmanship, or material. The City of Havre de Grace, advised by the Committee, shall
189 give notice to the Artists of any observed material defect. If the Artists fail to cure any such material
190 defects, or to make arrangements to do so within a reasonable time satisfactory to the City of Havre
191 de Grace, the City of Havre de Grace has the right to arrange for such replacements or corrections.
192 If the City of Havre de Grace asks Artist to repair damage caused to the Project not related to the
193 design, workmanship, or materials, for example by vandalism, collision, extreme environmental
194 conditions, or other unforeseeable causes, the City of Havre de Grace will reimburse Artist for
195 reasonable material and labor costs for such repairs, except to the extent such damage is due to a
196 defect in design, workmanship or materials used in Project.

197
198 This warranty and guarantee excludes any responsibility on the part of the Artists to remedy any
199 defect or deficiency caused by any abuse, misuse, or failure to properly maintain by City and
200 changes or modifications not performed by the Artists.

201
202 In the event of any alteration or damage to the Project, whether intentional or accidental, the Artist
203 shall have the right to disclaim authorship of the Project and upon written request of the Artists to
204 the City shall remove the identification plaque at their own expense.

205
206 **10. Indemnification.**

207 The Artists shall defend, release, indemnify and save and hold harmless the Havre de Grace
208 Arts Collective, its committees, and the City of Havre de Grace from any and all claims, demands,
209 suits, liabilities, actions, causes of actions, or legal or equitable proceedings of any kind or nature,
210 including worker’s compensation claims of or by anyone whomsoever to the extent that such claims,
211 losses, damages, or expenses are caused by the Artists' intentional or negligent acts, errors, or
212 omissions, including acts or omissions of the Artists or their officers, employees, representatives,
213 suppliers, invitees, licensees, sub-contractors, contractors, and agents. Provided, however, the Artists
214 need not indemnify and save harmless the Havre de Grace Arts Collective and the City of Havre de
215 Grace, its officers, agents, and employees from damages proximately resulting from the negligence
216 of the Havre de Grace Arts Collective and the City of Havre de Grace officers, agents, and employees.
217 This indemnity clause shall also cover the Havre de Grace Arts Collective and the City of Havre de
218 Grace’s reasonable defense costs in the event that the Havre de Grace Arts Collective and the City
219 of Havre de Grace, in its sole discretion, elects to provide its own defense. The insurance coverage

220 specified herein constitutes the minimum requirements and said requirements shall in no way lessen
221 or limit the liability of the Artists under the terms of the Agreement. The Artists shall procure and
222 maintain at their own expense and cost any additional kinds and amounts of insurance that in the
223 Artists' judgement may be necessary for their proper protection in the prosecution of the services
224 hereunder. This indemnity cause shall survive the termination of this Agreement.

225

226 11. **Insurance.**

227 The Artists agrees to procure and maintain in force during the terms of this Agreement, at the
228 Artists' own cost, the following coverages:

229

230 a) Worker' Compensation and Employer's Liability (if the artists have employees)

231 i. State of Maryland: Statutory

232

233 b) Commercial General Liability

234 i. Bodily Injury & Property Damage General Aggregate Limit \$1,000,000

235 ii. Personal & Advertising Injury Limit \$1,000,000

236 iii. Each Occurrence Limit \$1,000,000

237

238 Prior to the execution of this Agreement by the Committee, the Artist shall forward Certificates of
239 Insurance to Committee. The insurance required shall be procured and maintained in full force and
240 effect for the duration of the Agreement. Certificate Holder shall be the City of Havre de Grace, 711
241 Pennington Avenue, Havre de Grace, MD 21078.

242

243 **All insurance policies** (except Workers Compensation) shall include City of Havre de Grace and
244 its elected officials and employees as additional insureds as their interests may appear. The
245 additional insured endorsement should be at least as broad as ISO form CG2010 for General
246 Liability coverage and similar forms for Commercial Auto Liability.

247

248 12. **Termination/Default.**

249 A. **Termination.** The Committee may terminate this Agreement on no less than fourteen
250 (14) days written notice to the Artists. In such event the Committee will compensate the Artists for all
251 services performed and materials provided or procured to the date the Artists receive the notice of
252 termination, together with reasonable expenses and prorated profit then due, unless the parties agree
253 otherwise in writing.

254 B. **Default.** Each and every term and condition of this Agreement is deemed to be a
255 material element of this Agreement. If either party fails or refuses to perform according to the terms
256 of this Agreement; it may be declared in default thereof. A declaration of default by either party must
257 be made in writing to the other party, describe how the allegedly defaulting party has failed to
258 perform according to the terms of this Agreement, and provide an opportunity for consultation with
259 the other party to review what steps may be necessary to cure the default.

260

261 C. **Remedies Upon Default.** If one party declares the other in default of this Agreement
262 and performance is possible, the allegedly defaulting party will have a period of fourteen (14) days
263 within which to cure the default. If the allegedly defaulting party fails to correct the default or timely
264 performance is not possible, the partly declaring default may elect to: (1) immediately terminate the
265 Agreement; (2) treat the Agreement as continuing and require specific performance; and/or (3) avail
266 itself of any other remedy at law or equity. If either party elects to terminate the Agreement for

267 default, termination will be effective upon the mailing, by the terminating party, of written notice of
268 termination to the defaulting party and the Committee will compensate the Artists for all services
269 performed and materials provided or procured in according with the terms of this Agreement up to
270 the point of termination and the Artists will deliver or otherwise make available all design plans,
271 sketches, fabrications, or other materials that the Artists may have created or purchased in
272 performance of the Agreement up to the point of termination.

273
274 13. **Miscellaneous Provisions.**

275 A. Assignment. The Artists understand that the City/Committee enters into this
276 Agreement based on the special abilities of the Artists and that the City/Committee considers this
277 Agreement to be an agreement for personal services. Accordingly, the Artists must neither assign any
278 responsibility nor delegate any duties arising under this Agreement without the prior consent of the
279 City/Committee

280
281 B. Independent Contractor. The relationship between the Artists and the City/Committee
282 is that of an independent contractor. The Artists shall not be deemed to be, nor shall it represent itself
283 as, an employee, partner, or joint venture of the City. No employee or officer of the City shall
284 supervise the Artists. The Artists are not entitled to worker’s compensation benefits and shall be
285 directly responsible for any taxes that may be owed to the state and/or federal government for any
286 fees paid pursuant to this Agreement.

287
288 C. License and Business. The Artists must hold, in the Artists' name, all necessary
289 licenses and permits to perform the work. The Artists must have full authority to do business in the
290 State of Maryland, and have a designated place of business for making and accepting
291 communications with or from the Committee. The Artist must maintain a current address and
292 telephone number with the Committee throughout the term of this Agreement.

293
294 D. Governing Law. This Agreement is governed by the laws of the State of Maryland.
295 Any suit between the parties shall be brought only in the courts of Harford County of the State of
296 Maryland.

297
298 E. Notice. Any notice or other communication given by either party to the other related
299 to this Agreement must be hand delivered; sent by a commercial carrier; or sent by mail, addressed
300 to the party at its address as set forth below. The notice or other communication will be effective on
301 the date it is delivered or on the third business day after being sent, whichever comes first.

302
303 If to the City/Committee Mr. Stephen Gamatoria **And** Mr. James McFarland
304 Director of Administration Havre de Grace Arts Collective
305 City of Havre de Grace 220 Washington Avenue
306 711 Pennington Avenue Havre de Grace, MD 21078
307 Havre de Grace, MD 21078 (jmcfarla@harford.edu)

308
309 If to the Artists: Ms. Marguerite de Messières and Mr. Tsvetomir Naydenov
310 16776 Whites Store Road
311 Boyds, MD 20841
312 (dmmargot@gmail.com; 301-250-0528)
313

314 The Artists shall notify the Committee of changes in their address. The failure to do so, if such failure
315 prevents the Committee from locating the Artist, shall be deemed a waiver by the Artists of the rights
316 granted to or retained by the Artists in this Agreement, the exercise of which requires response by
317 the Artists. A mailing of notice by the City/Committee by certified mail with return receipt requested
318 to the address of the Artists or of their attorney currently on file with the Committee mailing shall be
319 deemed to be an adequate notification effort by the Committee hereunder.

320

321 F. Entire Agreement. This document constitutes the entire agreement between the parties
322 and supersedes all prior understandings and discussions. This Agreement may only be modified in
323 writing by an amendment signed by both parties.

324

325 G. Authority. The Artists warrant that the individual(s) executing this Agreement is
326 properly authorized to bind the Artists to this Agreement.

327

328 H. Headings. The captions and headings set forth herein are for convenience of reference
329 only and shall not be construed as to define or limit the terms and provisions hereof.

330

331 I. Severability. If any part, term, or provision of this Agreement is held by the Courts to
332 be illegal or in conflict with any law of the State of Maryland, the validity of the remaining portions
333 or provisions shall be unaffected, and the rights and obligations of the Parties shall be construed and
334 enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

335

336 J. Disputes. The Parties agree to use the principles of collaboration and cooperation, to
337 identify and engage in measure to prevent and resolve potential sources of conflict before they
338 escalate into disputes, claims or legal actions. The Parties agree that any and all claims,
339 controversies, breaches or disputes arising from or related to this Agreement, including those
340 pertaining to the formation, construction, performance, applicability, interpretation, or enforceability
341 of this Agreement is subject to a requirement to submit any dispute related in any way to this
342 Agreement to mediation prior to filing any lawsuit. All dispute resolution whether by mediation or
343 filing of a lawsuit shall be filed in Harford County, Maryland.

344

345 [Signatures to follow on the next page.]

346
347 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this _____ day
348 of _____, 2023.
349

**MAYOR AND CITY COUNCIL OF HAVRE
DE GRACE**

**HAVRE DE GRACE ARTS COLLECTIVE,
INC.**

By: _____
William T. Martin, Mayor

By: _____
Katie Noe, Executive Director

ATTEST:

ATTEST:

Stephen J. Gamatoria, Director of Administration

Witness/Attest

Reviewed for legal sufficiency this ____ day of
_____, 2023:

ARTISTS:

April C. Ishak, City Attorney

Marguerite de Messieres

Witness

Tsvetomir Naydenov

Witness

Appendix A

Samara

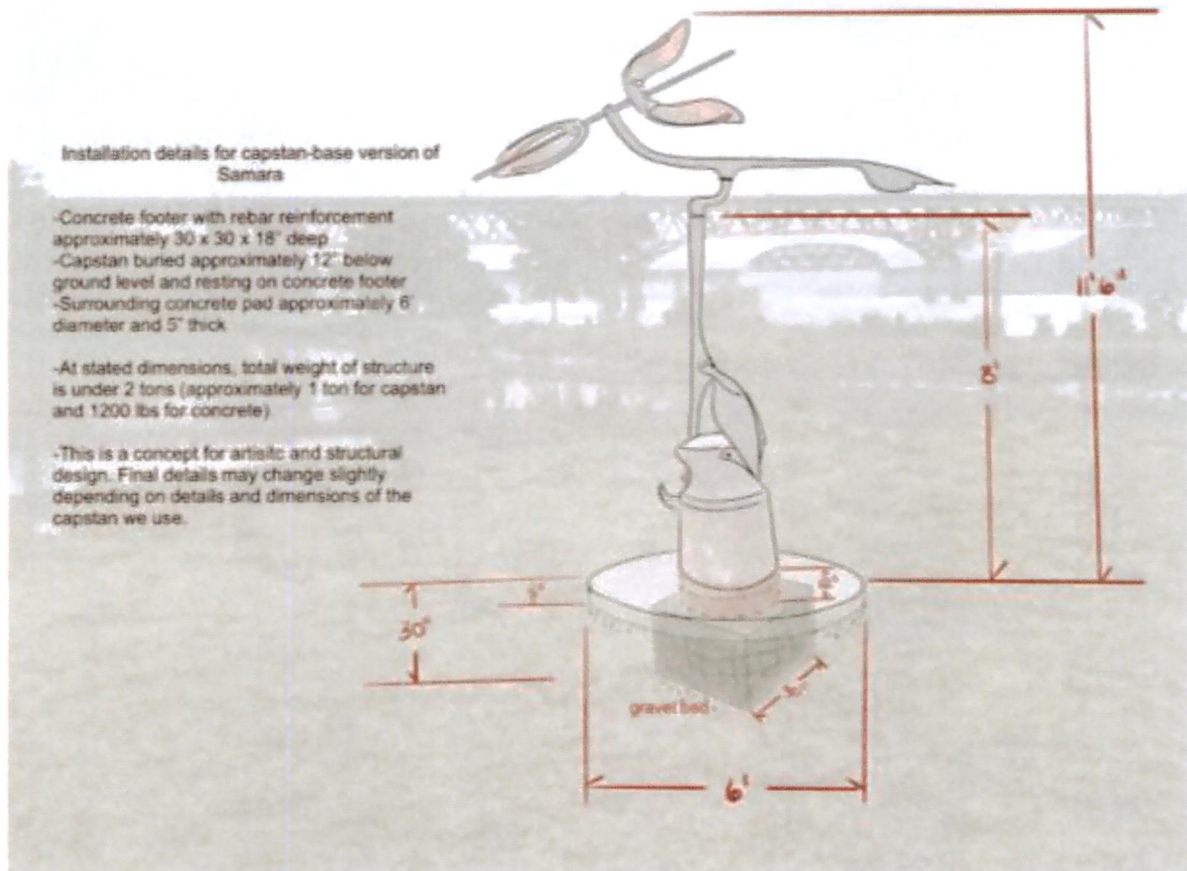
By Marguerite de Messières and Tsvetomir Naydenov

Narrative and Description

Samara embodies the spirit of mechanical invention and architectural detail which pervades historic North Park. The canal, the pivot bridge, the lock, and the neighboring bridges all attest to the beautifully crafted and clever human solutions for getting valuable cargo over and through a complex natural landscape. As our muse, we take the maple samara, or whirligig, nature's own mechanical wonder for carrying maple seeds across the same landscape. We propose a hollow-form steel sculpture full of crafted details and intersections, with bright touches of color in durable vitreous enamel. Several points of rotation will allow the piece to move in interesting and surprising ways at this windy site, while the height will allow visitors to jump and spin the piece with the main mechanisms safely above head height.



Illustration of potential siting of *Samara*



Technical Drawing of Samara

Installation Details

Installation:

This will not be a particularly heavy sculpture, but it will catch the wind. Anchoring the frame with bolts into the pedestal (with a footer as indicated in the drawing above) will provide long-term stability. Bolting the frame of the sculpture both down and through the side will give solid strength to the installation. The concrete base and footer will have an inner rebar cage reinforcement.

Dimensions: 11'6" x 10' x 5'

Materials

Main forms: hollow-form mild steel, patinated and sealed Bearings
(permanently lubricated, stainless steel)

Color: torch-fired vitreous enamel

Base pedestal: steel capstan, concrete with rebar inner cage

Maintenance and Durability:

This piece is designed to last for decades with minimal care. Vitreous enamel is exceptionally durable and resists fading. Bearings will be corrosion resistant. Occasionally greasing the bearings and cleaning off the main forms would be beneficial. The main shapes will have a sealed patina, and will continue to oxidize into a richer patina over time. Artists warranty the art for one year. Havre de Grace will own the artwork upon installation and agrees to notify artists if there is a problem or significant damage to the sculpture.



Model of proposed sculpture, *Samarra*, created for Havre de Grace.

Appendix B

Samara Sculpture Project Budget

Artists' fees and Fabrication:	\$32,000
Materials (steel, bearings, enamel, fasteners):	2,250
Concrete Pedestal:	3,500
Delivery and Installation:	2,000
Insurance:	300
Bronze identification plaque	250
Photo documentation	200
Artists' contingencies	<u>4,500</u>
Project Total Cost:	\$45,000

Appendix C

Samara Sculpture Timeline (Updated 7/23)

Applicant and/or Organization Name: Havre de Grace Arts Collective		
Date From: (month)	Date To: (month)	Activity/Task
April 2023		Project Grant proposal for sculpture installation submitted.
June 2023		Notification of Project Grant award status.
July 2023		Finalize details and execute contract between artists and the city.
August 2023		Grant money becomes available -
		50% artist cost disbursed to artists (\$22,500). Materials ordered.
Sept. 2023	Jan. 2024	Artists begin and continue work on sculpture fabrication.
Jan. 2024		Progress check-in with MSAC and HdG Arts Collective -
		studio visit(s), photographs of progress shared, plaque ordered.
		25% artist cost distributed to artists (\$11,250).
Jan. 2024	April 2024	Fabrication of sculpture completed.
March 2024	April 2024	Installation of concrete footer for capstan base
April 2024	May 2024	Installation of capstan and 5" concrete base pad
May 2024		Sculpture installed; plaque installed.
May 2024	June 2024	Sculpture unveiled in a public ceremony.
		Photo documentation.
		Final 25% artist cost distributed to artists (\$11,250).
		City of Havre de Grace and the Havre de Grace Arts Collective
		assume responsibility for the sculpture.
June 2024	July 2024	Final report completed by the Havre de Grace Arts Collective.

Appendix D

TAX EXEMPT CERTIFICATES

CITY OF HAVRE DE GRACE

State of Maryland Comptroller of the Treasury
Sales and Use Tax Exemption Certificate

Account Number

30042569

Name

CITY OF HAVRE DE GRACE
711 PENNINGTON AVENUE
HAVRE DE GRACE, MD 21078

Expiration Date

Governmental

No Expiration Date



HAVRE DE GRACE ARTS COLLECTIVE, INC



CITY COUNCIL

READ FILE COVER SHEET

Subject: **Charter Resolution concerning Amending Sections pertaining to the Department of Economic Development (1st Reading)**

Date: **8/3/2023**

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 August 7, 2023
 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

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

CHARTER AMENDMENT RESOLUTION NO. _____

Introduced by _____ Council Member Robertson

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND THE HAVRE DE GRACE CITY CHARTER SECTION 19, TO AMEND CITY CHARTER SECTIONS 18 C., 83 AND 84; GENERALLY PERTAINING TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT; RETITLING THE DEPARTMENT OF ECONOMIC DEVELOPMENT, RETITLING THE POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT, AMENDING THE DUTIES OF THE DIRECTOR OF ECONOMIC DEVELOPMENT

On: August 7, 2023

at: 7:00 p.m.

Charter Amendment Resolution introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for September 5, 2023 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

31 **NOW, THEREFORE**, it is determined, decided, and resolved by the City Council that the
32 foregoing is hereby approved.

33
34 1. Section 18 C. of the City Charter is to be amended as follows, with the words underscored to
35 be added and the words in bold and brackets to be deleted.

36
37 C. The Mayor, with the approval of the City Council, shall appoint or hire a Director of
38 Administration, Chief of Police, Director of Public Works, Director of Economic
39 Development and Tourism, Director of Planning, Director of Finance and a City Attorney
40 and such other officers as the Charter, resolutions or ordinances of the City may provide.
41 The Mayor, after a hearing to consider charges of neglect or a violation of duties of office,
42 shall have the power to remove officers, with the approval of the City Council and shall
43 appoint others in their stead, subject to the City Council approval. The Mayor shall receive
44 an annual salary as set forth from time to time by an ordinance passed by the City Council
45 in the regular course of business. Any proposed change to the Mayor's salary requires voter
46 approval at a regular City election and is effective at the beginning of the next fiscal year.

47
48 2. Section 83 of the City Charter is to be amended as follows, with the words underscored to be
49 added and the words in bold and brackets to be deleted.

50
51 Section 83 Department of Economic Development and Tourism; Director of Economic
52 Development and Tourism

53
54 The Mayor and City Council of Havre de Grace, Maryland shall establish a Department of
55 Economic Development and Tourism. The Mayor, with the approval of the City Council, in
56 accordance with this charter, shall hire a Director of Economic Development and Tourism. The
57 Director shall reside at a location such that the Director is continually available to meet the
58 needs of the position in a timely manner. The employment of the Director of Economic
59 Development and Tourism shall begin as of the day of Council approval and such position
60 shall be held until removal from office pursuant to this Charter, or upon resignation or death,
61 and the Mayor, with the approval of the City Council, shall fill such vacancy.

62
63 3. Section 84 of the City Charter is to be amended as follows, with the words underscored to be
64 added and the words in bold and brackets to be deleted.

65
66 Section 84 Director of Economic Development and Tourism; powers and duties

67
68 The Director of Economic Development and Tourism under the direction of the Mayor shall
69 be responsible for:

70
71 A. All matters related to the advancement or promotion of economic development and tourism
72 in the City;

73
74 B. Maintaining liaisons with state and county elected officials and agencies involved with
75 economic development and tourism activities and any related federal officials or agencies,
76 including but not limited to contacts with Aberdeen Proving Ground;

C. Developing policies and programs to advance and promote private and public economic development and tourism opportunities in the City pertaining to industry, manufacturing, commerce, retail, banking, **[tourism]**, professional services, art, recreation, education, and the available natural resources of the Susquehanna River and the Chesapeake Bay;

D. Maintaining liaisons with various commissions or committees within the City; **[, including but not limited to:]**

[(1) Havre de Grace Main Street

(2) The Rad Loan Committee

(3) The Economic Development Advisory Board

(4) The Tourism Advisory Board

(5) Havre de Grace Chamber of Commerce

(6) Harford County Chamber of Commerce]

E. Developing and implementing short- and long-range plans for economic development and tourism in the City;

F. Managing the daily operations and staff for the department of economic development and tourism which shall draft, promote and manage all public and private grants related to economic development and tourism in the City and prepare and maintain a Departmental budget;

G. Such other duties as may, from time to time, be assigned by the Mayor.

ADOPTED by the City Council of Havre de Grace, Maryland this ___ day of _____, 2023.

SIGNED by the Mayor and attested by the Director of Administration this ___ day of _____, 2023.

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 8/7/2023
Public Hearing:
Second Reading/Adopted:
Effective Date:

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Adopting Truck Traffic Workgroup
Recommendations**
(1st Reading)

Date: **8/3/2023**

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 August 7, 2023
 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

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. _____

Introduced by _____ Council Member Boyer

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO ADOPT TRUCK TRAFFIC WORKGROUP RECOMMENDATIONS AND TO AMEND CITY CODE §190-21

On: August 7, 2023

at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for August 21, 2023 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

31
32

33 **WHEREAS**, Md. Transportation Code Ann. § 24-111.3 enables Harford County and
34 municipalities located in Harford County to, by law, authorize the use of vehicle height monitoring
35 systems and, if used, adopt a law limiting the overall number of vehicle height monitoring systems
36 that are used; and

37
38 **WHEREAS**, on August 16, 2022, in accordance with City Code section §25-58 of Article X Street
39 and Traffic Safety Advisory Board ("the Board"), the administration formally requested from the
40 Board an opinion/advice regarding the use of vehicle height monitoring systems; and

41
42 **WHEREAS**, on August 23, 2022, the Board voted and took the position that “a review of the
43 current ordinances and the consideration of the installation of a monitoring system for enforcement
44 is warranted”; and

45
46 **WHEREAS**, under Md. Transportation Code Ann. § 24-111.3, before installation of a vehicle
47 height monitoring system, a workgroup must be established, to include commercial transportation
48 industry representatives to assist the local government on certain items relating to the evaluation
49 of existing truck routes, location of vehicle height monitoring systems appropriateness of signage;
50 and

51
52 **WHEREAS**, the Truck Traffic Workgroup has convened and prepared recommendations for the
53 Mayor and City Council of Havre de Grace and after consideration, the City Council desires to
54 adopt the recommendations to regulate truck traffic in the City and Amend City Code §190-21.

55
56 **NOW, THEREFORE, BE IT ENACTED**

- 57
- 58 1. **Truck Traffic Workgroup Recommendations:** The attached Exhibit A entitled “Truck
- 59 Traffic Workgroup Recommendations” is a document that contains recommendations from
- 60 the Truck Traffic Workgroup. The Mayor and City Council of Havre de Grace hereby
- 61 affirm and direct the City Administration to implement the recommendations 1-6 found in
- 62 attached Exhibit A.
- 63
- 64 2. **Truck Route Map:** The attached Exhibit B, entitled “Truck Route Map”, is a document
- 65 that contains approved and prohibited routes for truck traffic. Routes in blue indicate routes
- 66 that prohibit trucks over five tons gross vehicle weight rating (GVWR). Routes in red
- 67 indicate approved routes for trucks that may use these routes and then divert off for local
- 68 deliveries only. The Mayor and City Council of Havre de Grace hereby adopt the map
- 69 found in attached Exhibit B as depicting the only approved truck routes in the City.
- 70 a. The City adopts by reference any penalties codified in the Annotated Code of
- 71 Maryland pertaining to prohibitions on trucks over five tons GVWR using
- 72 unauthorized routes and any amendments to the State law effective after the
- 73 adoption of the State law to the fullest extent permitted by law.
- 74
- 75 3. **Amend City Code** by deleting § 190-21 - Commercial vehicles in residential zones in its
- 76 entirety as noted below:

77 **[A. It shall be unlawful for any person to operate a commercial vehicle of more than**
78 **one ton manufacturer's rating capacity upon any street or roadway under City**

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jurisdiction in a residential zone as from time to time may be ordered by the Traffic Engineer. Public utility and service/delivery vehicles while so engaged are exempted.

B. After such order is issued, the City shall cause to be placed and thereafter maintained in conspicuous places along such streets or roadways, to which such resolution is applicable, appropriate signs or markers describing the restrictions imposed by resolution. The presence along any street or roadway of such signs or markers shall be prima facie evidence of the adoption of the resolutions herein provided for.]

ADOPTED by the City Council of Havre de Grace, Maryland this ___ day of _____, 2023.

SIGNED by the Mayor and attested by the Director of Administration this ___ day of _____, 2023.

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 8/7/2023

Public Hearing:

Second Reading/Adopted:

Effective Date:

Exhibit A

Truck Traffic Workgroup Recommendations

1. Adopt Map via Ordinance

- Adopt the Workgroup's map for designated truck routes and prohibited routes within the City.

2. Use Standard Signage throughout Havre de Grace

- All current signage should be removed and replaced with standard signs.
- City should work in coordination with SHA.
- New signage should be consistent throughout the City and in full compliance with the MD Manual Uniform Traffic Control Device listing.
 - "On local streets, the No Trucks symbol (R5-2) sign along with appropriate weight and route (or street name) information may be used."

3. Do Not Use Signage for Truck Routes

- The Workgroup does not recommend placing truck route signage throughout the City of Havre de Grace. It would require too many signs and would not provide added value to the drivers.

4. Enforcement

- At this time, the Workgroup does not advise the use of camera enforcement due to the extensive resources required.
 - The cost for a single unit is expensive (>\$4,000 per month/per camera) and investment decreases over time.
- Need greater enforcement with police citations for failure to obey a properly placed traffic control device (\$90) and if a collision \$130.
- If after one year the problem continues, reconstitute workgroup to reexamine and evaluate next steps.

5. Erie Street 800 Block Solution

- A permanent design solution should be considered working in consultation with the citizens that eliminates through-truck use.
- Various options should be considered.

6. Outreach

- Provide local stakeholder businesses a draft note to provide to delivery companies explaining the new designated truck routes and penalties.
- Communicate changes through industry associations.
 - Note: For larger carriers, dedicated truck GPS software providers will pick up the new GIS information.

Exhibit B



CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Approving a Contract
with ThinkBig Networks**

(1st Reading)

Date: **8/3/2023**

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 August 7, 2023
 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

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. _____

Introduced by _____ Council President Ringsaker

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO APPROVE CONTRACT WITH THINKBIG NETWORKS LLC

On: 8/7/2023

at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for 8/21/2023 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

32 **WHEREAS**, the Mayor and City Council of Havre de Grace (“City”) recognizes the need
33 and understands the benefit of bringing state-of-the-art fiber optic broadband to the citizens of
34 Havre de Grace; and

35
36 **WHEREAS**, ThinkBig Networks LLC (“ThinkBig”) is a Maryland limited liability
37 company in good standing that installs and operates fiber optic broadband services throughout
38 Maryland, including Harford County.

39
40 **WHEREAS**, ThinkBig desires to install, lease, use and maintain fiber optic cable in the
41 City of Havre de Grace, and portions of such fiber optic network may be located within public and
42 private easements and third-party rights-of-way within the City.

43
44 **WHEREAS**, the City desires to grant to ThinkBig the right to install such fiber optic
45 network in City rights of way, and in exchange, to obtain from ThinkBig the right to use and light
46 specifically designated dark fiber strands for public purposes on the terms and conditions set forth
47 in the attached Agreement.

48
49 **WHEREAS**, the Parties believe this Agreement will be of material benefit to both, as well
50 as a benefit to the citizens of Havre de Grace.

51
52 **NOW THEREFORE**, it is determined, decided, and ordained by the City Council that the
53 Mayor is authorized to execute an Agreement with ThinkBig substantially in the form attached
54 hereto as Exhibit 1 together with any other supporting documents necessary to fulfill the purposes
55 set forth above.

56
57 ADOPTED by the City Council of Havre de Grace, Maryland this __ day of _____, 2023.

58
59 SIGNED by the Mayor and attested by the Director of Administration this ____ day of
60 _____, 2023.

61
62
63 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

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65
66
67 _____
68 Stephen J. Gamatoria
69 Director of Administration

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71 _____
72 William T. Martin
73 Mayor

74
75 Introduced/First Reading: 8/7/2023
Public Hearing:
Second Reading/Adopted:
Effective Date:

Exhibit 1

AGREEMENT FOR INSTALLATION OF FIBER OPTIC BROADBAND NETWORK IN THE CITY RIGHTS OF WAY AND DARK FIBER LEASE BETWEEN THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE AND THINKBIG NETWORKS, LLC

This **AGREEMENT FOR INSTALLATION OF FIBER OPTIC BROADBAND NETWORK IN THE CITY RIGHTS OF WAY AND DARK FIBER LEASE** (“Agreement”) is entered into this _____ day of _____, 2023 (“Effective Date”) by and between the Mayor and City Council of Havre de Grace, a municipal corporation organized under the laws of the state of Maryland (“City” or “Customer”) and ThinkBig Networks, LLC, a Maryland limited liability company with offices at 519 Morgnec Road, Chestertown, MD 21620 (“TBN”). (“ThinkBig” or “TBN”) (collectively, “the Parties”).

WHEREAS, the City recognizes the need and understands the benefit of bringing state-of-the-art fiber optic broadband to the citizens of Havre de Grace; and

WHEREAS, ThinkBig is a Maryland limited liability company that installs and operates fiber optic broadband services throughout Maryland, and has a history of partnerships with Maryland counties regarding installing and operating fiber optic broadband networks; and

WHEREAS, ThinkBig has or will have the rights and authority to use and maintain fiber optic cable, whether its own or as owned by a third party and leased by ThinkBig, which may be located within public and private easements and third-party rights-of-way, in the Fiber Route contemplated within this Agreement; and

WHEREAS, the City desires to obtain from ThinkBig the right to use and light specifically designated fiber strands on the routes subject to the terms and conditions set forth below and further defined within the attached form of Lease Order; and

WHEREAS, this Agreement reflects the terms and conditions agreed upon by the City and ThinkBig with respect to the use of Public Rights-of-Way for the construction and implementation of a broadband network, and the City’s ability to lease dark fiber for public purposes; and

WHEREAS, the Parties believe this Agreement will be of material benefit to both, as well as a benefit to the citizens of Havre de Grace.

NOW, THEREFORE, in consideration of mutual promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the City and ThinkBig agree as follows:

43 **Section 1. Definitions**

- 44 i. Abatement Period: From the Effective Date of this Agreement, the period
45 of time during which fees will not be payable by ThinkBig pursuant to
46 Section 4.2 of this Agreement.
- 47 ii. Acceptance Date: The date when Customer delivers (or is deemed to have
48 delivered) notice of acceptance of a completion notice with respect to a
49 Segment, including completion notice with respect to installation of Dark
50 Fiber that will be used by the City.
- 51 iii. Affiliate: An entity that now or in the future, directly or indirectly, controls,
52 is controlled by, or is under common control with, a party to this Agreement.
53 For purposes of the foregoing, "control" shall mean the ownership of (i)
54 greater than fifty percent (50%) of the voting power to elect the directors of
55 the company, or (ii) greater than fifty percent (50%) of the ownership
56 interest in the company.
- 57 iv. Anchor Sites/Hotspots: Locations on City Property where the Dark Fiber
58 will be accessible via electronic or equipment connections, or wirelessly via
59 Wi-Fi hotspots.
- 60 v. Backbone Fiber: The main fiber path extending from a home network to a
61 targeted service area and including the fiber paths to neighborhoods.
- 62 vi. Broadband: System relating to high-speed data transmission in which the
63 bandwidth installed is shared by more than one simultaneous signal.
- 64 vii. Customer Fibers: The number of fibers set forth in a Lease Order Form.
- 65 viii. Dark Fiber: Fiber provided without electronic and/or optical equipment and
66 which is not "lit" or activated.
- 67 ix. Drop: The fiber optic cable that connects the Network to a subscriber's
68 premises.
- 69 x. Effective Date: The date upon which this Agreement is fully signed and
70 executed by both Parties.
- 71 xi. Fiber Route: ThinkBig's conduit fiber optic communications system, which
72 ThinkBig maintains the rights to use or authority to use, whether by
73 ownership or via third party lease or permissions.
- 74 xii. Force Majeure: Acts of God; acts of public enemies, including terrorist
75 attacks; orders of any kind of the government of the United States of
76 America or the State of Maryland or any of their departments, agencies,
77 political subdivisions, or officials, or any civil or military authority;
78 insurrections; riots; labor strikes; landslides; lightning; earthquakes; fires;
79 hurricanes; volcanic activity; storms; floods; droughts; explosions; partial
80 or entire failure of utilities or other event that is catastrophic and beyond the
81 ability of the parties to reasonably anticipate or control.

- 82 xiii. Governmental Authority: Includes, but is not limited to, the authority of any
83 federal, state, regional, Customer, city, municipal, local, territorial, or tribal
84 government. whether foreign or domestic, or any department, agency,
85 bureau or other administrative or regulatory body obtaining authority from
86 any of the foregoing, including without limitation, courts. public utilities
87 and sewer authorities.
- 88 xiv. Lateral Fiber: The fiber paths that connect the Dark Fiber to Anchor
89 Sites/Hotspots (and which does not include Dark Fiber) consisting of either
90 twelve or two strands as further detailed in the Fiber Lease Order. Lateral
91 Fiber does not include subscriber Drops for purposes of this Agreement.
- 92 xv. Lease Fee: The Fee specified in a Lease Order Form.
- 93 xvi. Lease Order Form: The Customer's order for certain fibers.
- 94 xvii. Municipal Purposes: A non-profit governmental use exclusively for the
95 benefit of the citizens of Havre de Grace and not to the benefit of another
96 commercial or non-profit organization.
- 97 xviii. Network: the fiber optic broadband network constructed by ThinkBig.
- 98 xix. Non-commercial purposes: A use other than for commercial purposes or
99 financial gain of any kind. For purposes of this Agreement, financial gain
100 includes without limitation any revenue, compensation, or other benefit on
101 behalf of the City or by any sponsor of the City.
- 102 xx. Person: Any natural person, corporation, partnership, limited liability
103 company, business trust joint venture, association, company, or
104 Governmental Authority
- 105 xxi. Public Rights-of-Way: the surface of and the area across, in, over, along,
106 above and below the surface of the public streets, roads, highway, freeways,
107 bridges, tunnels, lanes, paths, public ways or places, alleys, courts,
108 boulevards, sidewalks, ways, drives, circles, waterways, parkways,
109 easements, or similar property, or other public rights-of-way now or
110 hereafter held by the City for the purpose of public travel and shall include
111 other similar easements or rights-of-way as shall be now held or hereafter
112 held by the City which shall, within their proper use and meaning, entitle
113 ThinkBig to the use thereof for the purposes of installing poles, wires, fiber,
114 cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances,
115 attachments, and other property as may be ordinarily necessary and
116 pertinent to the Network.
- 117 xxii. Required Rights: All rights, licenses, permits, authorizations, franchises,
118 rights-of-way, easements, and other approvals required by law,
119 Governmental Authority or otherwise.
- 120 xxiii. Segment: Fibers or cable between Segment End Points.

- 121 xxiv. Segment End Points: The originating end point and terminating end point
- 122 of a fiber or cable route.
- 123 xxv. Segment End Point Facilities: Facilities which are owned or otherwise used
- 124 by TBN to accommodate or house switch equipment, fiber optic
- 125 transmission, and/or associated ancillary equipment to serve as a switch
- 126 terminal, transport concentrator, hub terminal or junction.
- 127 xxvi. Subscriber: A resident or business that lawfully receives broadband data
- 128 service distributed by the Network.
- 129

Section 2. Grant of Use of Public Rights-of-Way

130
131
132 **2.1 Grant of Authority.** Subject to the terms and conditions herein, the City hereby
133 grants to ThinkBig the right to own, construct, extend, install, operate, maintain,
134 upgrade, and rebuild a fiber optic Network in the Public Rights-of-Way, including
135 property over which the City has a sufficient easement or right-of-way to provide
136 such services.

137
138 **2.2 Term.** This Agreement shall be for a period of thirty (30) years, commencing
139 on the Effective Date and expiring on the thirtieth anniversary of the Effective Date
140 in 2053 (“Expiration Date”), and which Agreement is automatically renewable for
141 an additional term of nineteen (19) years unless this Agreement is terminated by
142 either party after providing no less than sixty (60) days written notice to the other
143 prior to the Expiration Date. Termination under this provision is in addition to any
144 other right to terminate provided under this Agreement. The Parties may negotiate
145 a new agreement upon the expiration or termination of this Agreement.

146
147 **2.3 Non-Exclusivity.** The rights conferred by this Agreement are non-exclusive.
148 Nothing in this Agreement shall affect the right of the City to confer similar rights
149 to other parties to construct, operate, or maintain a similar network or provide
150 similar services.

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152 **2.4 Conduit Fees.** ThinkBig shall pay the conduit fees set forth in Section 5.

153
154 **Section 3. Construction and Maintenance of Network.**

155
156 **3.1 Construction Commitment.** ThinkBig shall engineer, construct, install,
157 operate, and maintain all necessary fiber and equipment for the Network and shall
158 provide, market, and sell broadband data services within the City. The Network
159 will include all constructed Service Drops. The parties acknowledge that
160 constructing Service Drops is contingent upon customer subscriptions for
161 broadband service with ThinkBig, and that any Service Drops constructed will be
162 incorporated as part of the Network.

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164 **3.2 Build Plan.** ThinkBig will begin construction in the areas of Havre de Grace
165 West of Route 40. ThinkBig will construct the fiber network in a contiguous

166 manner starting in the areas West of Route 40 and finishing in the areas East of
167 Route 40. ThinkBig desires to pass every property in the Havre de Grace area, but
168 agrees that at a minimum, within 3 years, ThinkBig will pass at least one property
169 in the area East of Route 40 for every two properties passed in the area West of
170 Route 40.

171
172 **3.3 Governmental Approvals.** ThinkBig shall ensure that all necessary approvals
173 have been obtained before installing any part of the Network, including all
174 applicable permits and licenses.

175
176 **3.4 Technical Requirements of Network.** The Network shall meet the following
177 minimum technical performance requirements:

- 178 i) Passive Optical Network (“PON”) to provide up to one Gbps downstream
179 and 1000 Mbps symmetrical service to all subscribers.
- 180 ii) Latency <10 milliseconds to the internet exchange point in Ashburn,
181 Virginia. ThinkBig will ensure that its upstream providers of bandwidth to
182 the internet exchange point in Ashburn, Virginia commit to provide service
183 to ThinkBig that provides this requirement.
- 184 iii) Backup power of at least 72 hours in case of an electric outage for all
185 electronics, excepting those electronics at a subscriber’s premises.
- 186 iv) The Network shall comply with all current applicable codes, including the
187 National Electrical Safety Code, the National Electric Code and any other
188 applicable federal laws and regulations and the laws, ordinances, and
189 construction standards of the State of Maryland.

190
191 **3.5 Customer Service Requirements.** ThinkBig shall meet the following
192 minimum service requirements with respect to its Subscribers:

- 193 i) ThinkBig will offer residential products and services competitive with
194 existing suppliers offering the same type of product and service within a
195 forty-five (45) mile radius of the City.
- 196 ii) ThinkBig shall open at least one (1) physical office in the City for a period
197 of three (3) years from the Effective Date, or the date the Subscriber
198 network becomes operational (whichever is later) to regularly offer in-
199 person customer service support to Subscribers. After expiration of three
200 (3) years, ThinkBig shall maintain at least one physical office in Harford
201 County to regularly offer in-person customer service support to Subscribers.
- 202 iii) The Network shall be neutral with respect to applications, websites, type of
203 use, and type of end-user device.
- 204 iv) ThinkBig will not collect or sell personal information from a customer
205 without express written approval.
- 206 v) ThinkBig will offer data services that do not limit, quota, cap, or otherwise
207 ration a user’s total upload and download data capacity to an extent that

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limits reasonable use of broadband. So long as such uncapped services are available for purchase by City Subscribers, ThinkBig may offer services that do cap data capacity.

3.6 Subscriber Installations. Any dwelling unit within three hundred feet (300') Drop distance from the distribution line within the Network shall be entitled to installation at no charge other than applicable installation fees for the individual subscriber's drop. For any dwelling unit in excess of three hundred feet (300') Drop distance, ThinkBig will extend service and the Subscriber shall pay ThinkBig's actual cost of installation from its distribution line within the Network from which a usable signal can be obtained with such cost being only the incremental cost beyond three hundred feet (300') Drop distance for any installation.

3.7 Disconnection and Relocation. ThinkBig shall, at no cost to the City, protect, support, temporarily disconnect, relocate in the same street or other public way and place, or remove from any street or any other public way or place, any of its property as required by the City or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety, and welfare. In requiring ThinkBig to undertake any such obligation, the City shall treat ThinkBig the same as, and require no more of, than any similarly situated entity. ThinkBig shall have the right to seek reimbursement under any applicable insurance or government program that offers reimbursement for such activities.

Section 4. Lease of Dark Fiber to the City.

4.1 Dark Fiber Available to City. ThinkBig agrees to make available to the City, certain dark fiber optic cable strands for the purpose of providing public access to wireless internet and to provide subsidiary connectivity to the City for uses not currently served by the City's existing broadband network accessed through Harford County's HMAN system. The City acknowledges that ThinkBig is not supplying nor is it obligated to supply the City with any optical or electronic equipment or related facilities, all of which are the sole responsibility of the City.

4.2 Lease Order Form. The City and ThinkBig shall complete a Lease Order Form for Customer Fibers which will identify the quantity and location of fibers to be leased. The Lease Order Form shall be substantially in the form attached hereto as Exhibit A and the terms and conditions of the Lease Order Form are incorporated herein by reference and made a material part hereof. In the event of ambiguity between the provisions of a properly executed Lease Order Form and the terms of this Agreement, the terms of this Agreement shall govern ("Lease").

4.3 Grant of Lease. As of the Lease Effective Date for each particular Lease Order, ThinkBig grants to the City, and the City acquires from ThinkBig a lease to use, for

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the purposes of and subject to the restrictions described herein, the fibers for the Lease Term. This is not a sale of fiber and under no circumstances will a Lease Order or this Agreement constitute conveyance of property, ownership rights, or legal title thereto.

4.4 Compliance with Laws. City represents and warrants that it will use the Dark Fibers and the Lease hereunder in compliance with all applicable government codes, ordinances, laws, rules and regulations.

4.5 Use of ThinkBig Network. Subject to the provisions of this Agreement, City may use the Dark Fiber and the Lease as a medium for providing telecommunications services as either lit or dark to itself for non-profit municipal purposes. City is permitted to use the leased fiber for non-commercial purposes only. City acknowledges and agrees that it has no right to use any fibers, other than its designated Dark Fiber as described more fully in the Lease Order. Notwithstanding the above, the City reserves the right to charge a fee to end users of the municipal service to recoup expenses associated with the costs of installation or maintenance of the optical or electronic equipment or related to facilities not covered by the Lease Order but which may be required to be incurred by the City for the Dark Fiber to become operational.

4.6 No Interference. City shall not use the Customer Fibers in any way which physically interferes with or otherwise adversely affects the use of the fibers, cable or conduit of any other Person using the ThinkBig Network.

4.7 Interconnection Points. With prior notice and approval by ThinkBig, City shall have the right to interconnect the Customer Fibers with other fibers provided by City or another carrier within any Segment End Point Facility. City may also interconnect the Customer Fibers with other fibers provided by City or another carrier at any technically feasible location other than a Segment End Point Facility (collectively, the "Interconnection Points"). City shall reimburse ThinkBig for the cost of such construction and interconnections but only after the costs for construction of such Interconnection Points has been reviewed by the City's procurement officer and approved by the City's Director of Administration to determine if such costs are within the City budget. If the costs cannot be covered by expenditures already approved by the City budget, such expenditure shall be submitted to the City Council for approval.

4.8 Lease Fees. Fees shall be set forth in the Lease Order Form. City agrees to pay any Non-Recurring Fees when the Lease Order Form is fully executed by both parties, unless otherwise stated in the individual Lease Order Form. Annual recurring fees shall be due on the first day of August during the Lease Term. In the event the Lease begins on a date other than on the first day of August or ends on a date other than the first of day of August, then the first Lease Fee shall be prorated.

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4.9 Refunds or late fees. There shall be no late fees applied to payment of the Lease fees. Nor shall there be any refunds for any interruption of service provided that service is restored without cost to the City. Should the City incur out of pocket costs to restore service, Think Big agrees to reimburse the City for such costs.

4.10 Term of Lease Agreement. Subject to the default provisions as set forth in Article 7, the Lease for each Segment shall become effective on the date written in the Lease Order and shall terminate on the date when all Lease Order Forms have expired or terminated pursuant to the Terms of this Agreement. However, all other provisions of this Agreement which are expressly stated herein to survive such Lease termination shall remain binding on the parties hereto.

4.11 Lease Term Expiration. Upon the expiration or termination of the Lease, all rights to the use of the Customer Fibers therein shall revert to ThinkBig without reimbursement of any of the Lease Fee or other sums, costs, fees or expenses previously made with respect thereto so long as the Compensation for the use of Public Rights of Way has been paid through July 31st of the next payment term at the time of Lease expiration.

4.12 Customer Termination. The City may terminate the Lease for convenience for any Segment prior to the end of the Lease upon sixty (60) days prior written notice to ThinkBig. Termination of the Lease shall not affect the conduit fees payable pursuant to Article 5 of this Agreement so long as the City is using any Customer Fiber.

4.13 Operation, Maintenance and Repair; Relocation. ThinkBig will not be responsible for performing any work other than as specified as follows:

- i) **Maintenance.** From the Lease Effective Date with respect to each Segment, the maintenance of the ThinkBig Network within such Segment shall be provided in accordance with the maintenance and repair standards set forth in Exhibit B.
- ii) **Failure to Perform Maintenance.** In the event ThinkBig has failed to perform its obligations relating to the maintenance of the Customer Fibers pursuant to Exhibit "B" for any reason. ThinkBig agrees that City, with written approval from ThinkBig, may access the ThinkBig Network and the Interconnection Points solely for the purpose of providing maintenance to the Customer Fibers, provided such maintenance shall be performed by persons sufficiently qualified to perform such maintenance. ThinkBig shall reimburse Customer's pre-approved reasonable costs of performing such maintenance activities. In order to access the ThinkBig Network, City must give prior notice to ThinkBig of access required, purpose of access, and the Persons who will be obtaining access within ten (10) days of access. City agrees to follow any third-party access protocols when accessing the ThinkBig Network.

iii) **Relocation.** If underlying route owner is required to relocate any portion of the Network, ThinkBig shall have the right to reasonably determine the extent and timing of such relocation, and any such relocation shall incorporate fiber meeting or exceeding the specifications set forth in Exhibit "C" and be subject to Acceptance Testing. In the event relocating the Network may reasonably be expected to cause an interruption or loss of service to the Customer Fibers, ThinkBig shall notify Customer of said possibility.

Section 5. Compensation to the City for Use of Public Right of Way.

5.1 Fees Fixed According to State Value. Upon expiration of the Abatement Period, ThinkBig shall pay to the City a fee for use of the Public Rights-of-Way, due and payable on the first day of August following expiration of the Abatement Period and on the same day every year thereafter for as long as this Agreement remains in force. The Fixed Fees shall be pro-rated to the effective date the first conduit was installed. ThinkBig’s annual conduit fees at the linear rate shall be fixed according to the rates set forth in the City Code Chapter 177, Article II, as may be amended from time to time.

5.2 Fees Payable Regardless of Lease. The parties recognize that the availability of the Dark Fiber has value to the City in excess of the fees contemplated under the Lease. It is the intent of the parties that the Lease fee set forth in Section 4 above be a complete offset to the conduit fees due and payable under City Code Chapter 177, Article II. Notwithstanding that intent, however, if within three (3) years of installation the City is unable to use the Dark Fiber being offered by ThinkBig on the terms and conditions set forth in this Agreement as a result of a Force Majeure or due to technical complications preventing the City from accessing the Dark Fiber (prior to its becoming lit and operational) or ThinkBig’s failure to install Dark Fiber in the downtown areas of the City as contemplated by this Agreement, then ThinkBig will still be responsible for the conduit fees beginning on the second anniversary of this Agreement based upon the linear feet of their fiber optic network located in the Public Rights of Way pursuant to City Code Chapter 177, Article II. Once a Lease Order is signed and the City’s Dark Fiber becomes lit and operational, this Section 5.2 of the Agreement shall no longer be of any force and effect.

Section 6. Insurance.

6.1 Insurance Policy Required. ThinkBig shall obtain and maintain, in full force and effect, at its sole cost and expense, during the term of this Agreement, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Maryland and which has an A.M. Best rating (or equivalent) no less than A-minus, indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and person, caused by the construction, installation, reconstruction, operation, maintenance, or

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removal of the Network by ThinkBig or any of its contractors, subcontractors, agents or employees in the following amounts:

- i) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any single occurrence.
- ii) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).
- iii) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.
- iv) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

6.2 Additional Insureds. The City, its officials, and its employees shall be designated as additional insureds under each of the insurance policies required in this Section.

6.3 No Cancellation Without Alternative Policy. ThinkBig shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section and without submitting insurance certificates to the City verifying ThinkBig has obtained such alternative insurance. ThinkBig shall provide the City with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage, or the policies are cancelled or not renewed.

6.4 Proof of Insurance. ThinkBig shall deliver to the City Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective date of the Agreement, upon request by the City.

Section 7. Default & Disputes.

7.1. Right to Terminate. If the City has reason to believe that ThinkBig has not complied with any material provision of this Agreement, it shall notify ThinkBig in writing of the nature of such alleged noncompliance and the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the City does not notify ThinkBig of any noncompliance or violation of this Agreement, it shall not operate as a waiver of any rights of the City hereunder or pursuant to applicable law.

7.2 Time to Cure. Notwithstanding whether the City notifies ThinkBig, upon the occurrence of an Event of Default, as defined below, ThinkBig shall have thirty (30) days from such occurrence to: (i) respond to the City, if ThinkBig contests the assertion of noncompliance; (ii) notify the City, if City is not yet aware of such Event of Default, (iii) cure such noncompliance; and (iv) in the event that, by nature

434 of the noncompliance, it cannot be cured within the thirty (30) day period, inform
435 the City in writing how much additional time is necessary to complete the cure and
436 provide a reasonable schedule for curing such cure, provided that City shall grant
437 such additional time to cure if ThinkBig shall have promptly commenced efforts to
438 cure and continues to diligently pursue its efforts to cure.

439
440 **7.3 Remedies.** Upon the occurrence of an Event of Default, the City may, at its
441 sole option, seek any and all remedies available under this Agreement and at law
442 or equity.

443
444 **7.4 Events of Default.** The following actions by ThinkBig shall constitute a default
445 under this Agreement (collectively, “Events of Default”):

- 446 i) ThinkBig changes its name or address from that set forth herein, unless it shall
447 have given the City no less than thirty (30) days prior written notice.
- 448
449 ii) ThinkBig enters into any transaction of merger or consolidation (unless ThinkBig
450 is the surviving entity), unless the surviving entity is organized and existing under
451 the laws of the United States or any state thereof and prior to the consummation of
452 such event: (A) the surviving entity executes and delivers an agreement containing
453 such person’s effective assumption and agreement to perform all of ThinkBig’s
454 obligations hereunder and the City consents to such agreement in writing, which
455 consent will not be unreasonably withheld.
- 456 iii) ThinkBig breaches any representation or warranty contained herein or made any
457 incorrect representation or warranty in any other document furnished to the City
458 in connection herewith.
- 459 iv) ThinkBig fails to maintain the insurance required by this Agreement.
- 460 v) ThinkBig becomes insolvent or ceases to do business in the ordinary course’ or
461 makes a general assignment for the benefit of its creditors, files a voluntary petition
462 in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in
463 reorganization, arrangement, adjustment, composition, liquidation, dissolution or
464 similar relief; an involuntary petition in bankruptcy, other insolvency protection
465 against a party is filed and not dismissed within sixty (60) days; or a party fails to
466 observe and perform any material term of this Agreement and such failure
467 continues for a period of thirty (30) days after written notice from the City may:
468 terminate this Agreement and any Lease Order Form, in whole or in part, in which
469 event such party shall have no further duties or obligations thereunder, and/or (B)
470 pursue any remedies the party may have under this Agreement. at law or in equity.
- 471 vi) Any representation or warranty made by ThinkBig in any documents entered into
472 in connection with this Agreement or any information provided by ThinkBig in
473 connection with the transactions evidence by this Agreement is materially
474 incomplete, incorrect or misleading as of the date made or delivered.
- 475 vii) ThinkBig fails to observe or perform any material obligation under this Agreement
476 and fails to cure such default within the time provided under this Agreement.
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478 **Section 8. General Provisions.**

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8.1 Entire Agreement. This written instrument, including any Appendix or Exhibits hereto, contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the City and ThinkBig.

8.2 Captions and Headings. All captions and headings of each section and paragraph in this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

8.3 Force Majeure. If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation of this Agreement during the bona fide continuance of such inability.

8.4 Assignment & Transfer. Neither ThinkBig nor any Affiliated Entity shall transfer, assign, or otherwise encumber, through its own action or by operation of law, its right, title, or majority ownership interest in the Network or in this Agreement without the prior written consent of the City, provided that such consent shall not be unreasonably withheld. Any consent by the City for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions in this Agreement.

8.5 Governing Law. This Agreement shall be governed and construed by and in accordance with the laws of the State of Maryland without regard to conflicts of laws principles.

8.6 Change of Law. In the event there is a change in a federal or state statute or regulation applicable to the Network or this Agreement, the City or ThinkBig may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The City and ThinkBig shall amend this Agreement to comply with such change in statute or regulation.

8.7 Compliance with All Laws. ThinkBig shall comply with all federal, state, and generally applicable local laws and regulations.

8.8 Waiver of Jury. The parties waive any right to a jury trial in any litigation that may arise to enforce the terms of this Agreement.

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8.9 Venue. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, Harford County.

8.10 Nondiscrimination. As a condition of entering into this Agreement, ThinkBig may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall ThinkBig retaliate against any person for reporting instances of such discrimination. ThinkBig shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. ThinkBig understands that a material violation of this clause shall be considered a material breach of this Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

8.11 Severability. If any section, provision, or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, or is preempted by federal or state laws or regulations, such section, provision, or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity, or enforceability of the remaining portions of this Agreement. In addition, Sections 6 (Insurance) and 8 (General Provisions) shall survive the expiration or termination of this Agreement.

8.12 Representations & Warranties. ThinkBig represents and warranties that it is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization, duly qualified to do business in each jurisdiction it is located or operates, and has full limited liability company power and authority to enter into and perform its obligations under this Agreement, and that the execution, delivery and performance by ThinkBig of this Agreement have been duly authorized by all necessary limited liability company action on the part of ThinkBig.

8.13 Third Party Beneficiaries. Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

8.14 Appropriations. It is not anticipated that the City will be making any appropriations out of the City budget for the performance under this Agreement other than installation of electronic and optical equipment to cause the Dark Fiber to become lit and operational. Notwithstanding the foregoing, City will cooperate with ThinkBig and provide any necessary consents or information to the extent

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necessary to secure grant or other funding for the installation of fiber optic broadband networks contemplated under this Agreement.

8.15 Individual Liability. ThinkBig agrees that no elected or public official of the City shall be held individually liable under this Agreement.

8.16 Sovereign Immunity. To the extent it may have any, the City does not waive any defense related to its sovereign immunity or status as a municipality of the State of Maryland.

8.17 Notices. All notices required by this Agreement shall be made via hand delivery or registered certified mail with confirmed receipt at the addresses first listed above, or as notified to a party in writing:

To the City:
City of Havre de Grace
Attn: Director of Administration
711 Pennington Avenue
Havre de Grace, MD 21078

With copy to:

City Attorney
224 N Washington Street
Havre de Grace, MD 21078

To ThinkBig:

ThinkBig Networks
Attn: CEO, Dee Anna Sobczak
PO Box 1388
Brooklandville, MD 21022

With a copy to:
dsobczak@thinkbignets.com

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith.

8.18 Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument; and in pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one complete set of such counterparts.

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8.19 Publicity. Neither party shall have the right to use the other party's or its Affiliates' trademarks, service marks or trade names or to otherwise refer to the other party in any marketing, promotional or advertising materials or activities. Neither party shall issue any publication nor press release relating to any contractual relationship between ThinkBig and the City, except as may be required by law or agreed between the parties in writing.

8.20 Relationship of Parties. The relationship between City and ThinkBig shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including but not limited to federal income tax purposes.

8.21 Construction. The language in all parts of this Agreement shall be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either party. The parties hereto acknowledge and agree that this Agreement has been negotiated by the parties and has been the subject of arm's length and careful negotiation over a considerable period, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing the Agreement.

8.22 Indemnification. Each party shall indemnify the other from claims by third parties arising from damage to tangible property, personal injury, or death caused by such party's negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlements, and all costs and expenses associated with the claim (including legal fees and court costs).

8.23 Tax Exemption. The City is a tax-exempt governmental entity and will provide ThinkBig network an exemption certificate to the extent any taxes (such as consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges) would otherwise be applicable to the Dark Fiber being provided under the Lease pursuant to the terms of this Agreement. The City reserves the right to impose a surcharge to any end user of the Dark Fiber to recover such taxes if applicable.

[SIGNATURE PAGE FOLLOWS.]

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IN WITNESS WHEREOF the Parties have executed this Agreement as of the date(s) referenced below:

MAYOR AND CITY COUNCIL OF HAVRE DE GRACE

By: _____ Date: _____
William T. Martin, Mayor

ATTEST:

Stephen J. Gamatoria, Director of Administration

Approved for Legal Sufficiency this ___ day of _____, 2023.

April C. Ishak, City Attorney

THINKBIG NETWORKS, LLC

By: _____ Date: _____
Mark Wagner, President

EXHIBIT A

Dark Fiber Lease Order Form

Between The Mayor and City Council of Havre de Grace and ThinkBig Networks, LLC

Order Date:	
Order#:	Havre de Grace 1
Customer:	Mayor and City Council of Havre de Grace
Dark Fiber Agreement Expiration Date:	
Term:	30 year

This Dark Fiber Lease Order Form is incorporated into the Agreement for Installation of Fiber Optic Broadband Network and Dark Fiber Lease Agreement (the "Agreement") executed by the Mayor and City Council of Havre de Grace Customer ("Customer" or "HdG") and ThinkBig Networks, LLC ("TBN" or "ThinkBig") dated _____. Unless otherwise noted, capitalized terms used but not defined herein shall have the same meaning set forth in the Agreement.

1. Order. Customer hereby orders the following Customer Fibers and TBN hereby agrees to deliver the following Customer Fibers, all pursuant to and in accordance with the terms of the Agreement.

ThinkBig Networks: HdG Backbone Fiber	Fiber Count	Fiber Pairs	Buffer Tube			Targeted Completion Date	Initial Requested Service
	12	Six Pairs	Blue				
ThinkBig Networks HdG Laterals							
	2	One pair	Blue				

*The route of the Segments shall be as depicted and described in Schedules attached hereto as The Project Plan ("Appendix A").

2. Lease Fee. Customer agrees to pay, as compensation for the use of the Customer Fibers, the fees set forth

All Leased Fiber	Lease Fee	
HdG	\$0.81	Per linear foot of all underground fiber optic cable/conduit installed in HdG Public Rights-of-Way by ThinkBig pursuant to the Agreement as of the date of this Lease Order

- 23 3. One time construction costs: N/A
24
25 4. Acceptance Testing Package. TBN will provide the following deliverables to Customer
26 as part of the Acceptance Testing Package:
- 27 • Completion Notice
 - 28 • Final Route Map (as-builts)
 - 29 • Circuit ID or unique fiber ID
 - 30 • NOC Escalation list and local contacts
 - 31 • Fiber Test Results (Bi-Directional OTDR. Bi-Directional Power Meter).
- 32
33 5. The Lease fee becomes payable on the same date the conduit fee is payable under the
34 Agreement.
35
36

37 **MAYOR AND CITY COUNCIL OF HAVRE DE GRACE**
38

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40
41 By: _____ Date: _____
42 William T. Martin, Mayor

43
44
45 ATTEST:
46
47 _____
48 Stephen J. Gamatoria, Director of Administration

EXHIBIT B

Maintenance and Repair Standards

ThinkBig Service Contact-Escalation List (calls and texts are accepted):

1. Dave Insley, 443-962-0378
2. Craig Malang, 571-436-0865
3. Dave Barr, 410-699-0133
4. Dave Hartman, 443-850-0764
5. Mark Wagner, 443-677-6728
6. Dee Anna Sobczak, 410-215-0396

Scheduled Maintenance

Routine maintenance and repair of the Customer Fiber ("Scheduled Maintenance") shall be performed by or under the direction of ThinkBig, at ThinkBig's reasonable discretion.

Scheduled Maintenance shall commence with respect to each Segment upon the Effective Date of this Agreement.

Unscheduled Maintenance

Non-routine maintenance and repair of the Customer Fiber that is not included as Scheduled Maintenance ("Unscheduled Maintenance") shall be performed by or under the direction of ThinkBig. Unscheduled Maintenance shall commence with respect to each Segment upon the Effective Date. Unscheduled Maintenance shall consist of:

- "Emergency Unscheduled Maintenance" in response to an alarm identification by ThinkBig's Operations Center, notification by the Customer or notification by any third party of any failure, interruption, or impairment in the operation of fibers within the ThinkBig Network, or any event imminently likely to cause the failure, interruption or impairment in the operation of City Fiber or fibers within the ThinkBig Network.
- "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of fibers within the City Fiber or ThinkBig Network not covered by Scheduled Maintenance. The City shall immediately report the need for Unscheduled Maintenance to ThinkBig in accordance with reasonable procedures agreed by the Parties from time to time. ThinkBig will log the time of the City's report, verify the problem and dispatch personnel immediately to take corrective action.

Operations, Maintenance, and Repair

ThinkBig shall have on call (24) hours a day, seven (7) days a week trained and qualified personnel. ThinkBig's maintenance personnel will be available for dispatch twenty-four (24) hours

44 a day, seven (7) days a week. ThinkBig will not be responsible for monitoring the performance or
45 operation of the Customer Fiber; in the event that the Customer detects a failure in the operation
46 of the Customer Fiber which may indicate the need for Unscheduled Maintenance, The Customer
47 shall report the failure to ThinkBig's representative. ThinkBig will provide the Customer with
48 contact information for reporting the failure and will update the contact list as necessary.
49

50 **Planned Service Work Period**

51 Scheduled Maintenance that is reasonably expected to produce any signal discontinuity must be
52 coordinated between the Parties. Generally, this work should be scheduled after 12:01 and before
53 4:59 a.m. Monday through Friday, local time, with exceptions made only as needed for
54 emergencies. The intent is to avoid jeopardy work during high-traffic periods.
55

56 **Cooperation and Coordination**

57 In performing its services hereunder, ThinkBig shall take workmanlike care to prevent impairment
58 to the signal continuity and performance of the Customer Fibers. The precautions to be taken by
59 ThinkBig shall include notifications to the Customer. In addition, ThinkBig shall reasonably
60 cooperate with Customer in sharing information and analyzing the disturbances regarding the
61 Customer Fiber. If any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or
62 reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of
63 the Customer, then Customer shall, at ThinkBig's reasonable request, make such personnel of the
64 Customer available as may be necessary in order to accomplish such maintenance, which
65 personnel shall coordinate and cooperate with ThinkBig in performing such maintenance as
66 required of ThinkBig hereunder.
67

68 ThinkBig shall notify Customer at least (5) calendar days prior to the date in connection with any
69 Planned Service Work Period ("PSWP") of any Scheduled Maintenance and as soon as possible
70 after becoming aware of the need for Unscheduled Maintenance. The Customer shall have the right
71 to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance
72 so long as this requirement does not interfere with ThinkBig's ability to perform its obligations
73 under the Agreement. If Scheduled Maintenance is canceled or delayed for whatever reason as
74 previously notified, ThinkBig shall notify Customer at ThinkBig's earliest opportunity, and will
75 comply with the provisions of this Agreement to reschedule any delayed activity.
76

77 **Customer Fiber**

78 ThinkBig shall have its first maintenance personnel at the site requiring Emergency Unscheduled
79 Maintenance activity within four (4) hours after the time ThinkBig becomes aware of an event
80 requiring Emergency Unscheduled Maintenance, unless delayed by Force Majeure Events.
81 ThinkBig shall maintain a 24-hour toll-free telephone number to contact repair personnel.
82 ThinkBig's personnel shall dispatch maintenance and repair personnel along the system to handle
83 and repair problems detected in the ThinkBig Network: (i) upon notification by one of ThinkBig's
84 personnel or agents, (ii) upon notification through the ThinkBig's and/or the Customer's remote
85 surveillance equipment, (iii) upon notification by the Customer to ThinkBig, or (iv) upon
86 notification by a third party.
87

88 ThinkBig's representatives that are responsible for initial restoration of a cut cable shall carry on
89 their vehicles the typically appropriate equipment that would enable a temporary splice, with the
90 objective of restoring operating capability in as little time as possible. ThinkBig shall maintain and
91 supply an inventory of spare cable in storage facilities supplied and maintained by ThinkBig at
92 strategic locations to facilitate timely restoration.

93

94 **Restoration**

95 ThinkBig shall respond to any event giving rise to the need for Unscheduled Maintenance as
96 quickly as possible (allowing for delays caused by Force Majeure Events) in accordance with the
97 procedures set forth herein.

98

99 When restoring a cut cable in the ThinkBig Network, the parties agree to work together to restore
100 all traffic as quickly as possible. ThinkBig, promptly upon arriving on the site of the cut, shall
101 determine the course of action to be taken to restore the cable and shall begin restoration efforts.
102 ThinkBig shall splice fibers tube by tube or ribbon by ribbon or fiber buffer by fiber buffer, rotating
103 between tubes, ribbons or buffers operated by the parties having an interest in the cable, including
104 Customer and all future fiber users of the system; provided that, operating fibers (i.e., fibers which
105 have been jumpered to the Customer's or another party's space or equipment) in all buffer tubes or
106 ribbons or fiber bundles shall have priority over any non-operating fibers in order to allow
107 transmission systems to come back on line; and provided further that, ThinkBig will continue such
108 restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored.
109 Notwithstanding the foregoing, ThinkBig does not guarantee any specific rotational prioritization
110 for the Customer considering the overriding requirement for expediency in restoration of services
111 to all parties.

112

113 **Facilities**

114 The Customer will be solely responsible for providing and paying for the direct cost of any and all
115 maintenance of all electronic, optical, and other equipment, materials and facilities used by the
116 Customer in connection with the operation of the Customer Fiber, none of which is included in the
117 maintenance services to be provided hereunder.

118

119 **Subcontracting**

120 ThinkBig may subcontract any of the maintenance services hereunder; provided that ThinkBig
121 shall require the subcontractor(s) to perform in accordance with the requirements and procedures
122 set forth herein and does not add an additional markup for the work. The use of any such
123 subcontractor shall not relieve ThinkBig of any of its obligation's hereunder.

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1 EXHIBIT C

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3 Testing Standards and Process

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5 Fiber shall be ITU-T G.652D compliant or better. All splices shall be the fusion type. Splices
6 shall have an optical attenuation of no more than 0.1dB at both 1550nm and 1310nm.

7
8 At the time of construction, ThinkBig shall provide bidirectional OTDR test results end-to-
9 end of each fiber strand dedicated to the Customer at 1310 and 1550 nm. If a result is not in
10 compliance, the Company shall remediate the fault within one week or on a mutually
11 agreeable schedule. If necessary, the Company shall provide replacement strands from its own
12 portion of the cable to replace faulty strands. The Company shall notify the Customer when
13 tests will take place, and the Customer may at its discretion observe the tests.

14
15 A fiber strand shall be deemed compliant if total end-to-end link attenuation does not exceed
16 manufacturer specifications at 1310 nm and 1550 nm with allowances for splices (0.1 dB per
17 splice) and connectors (0.5 dB per mated connector pair).

18 When the Customer wishes to activate the Customer Fibers, it shall request in writing the
19 endpoints, the desired connection, and routing of the fiber and the splicing required.
20 ThinkBig shall schedule the work, including a second round of fiber tests, to be performed
21 within one week or on a mutually agreeable schedule. If necessary, ThinkBig shall provide
22 replacement strands from its own portion of the cable to replace faulty strands. ThinkBig
23 shall notify the Customer when end-to-end tests will take place, and the Customer may at
24 its discretion observe the tests.

25
26 A fiber strand shall be deemed compliant if total end-to-end link attenuation does not exceed
27 manufacturer specifications at 1310 nm and 1550 nm with allowances for splices (0.1dB per
28 splice) and connectors (0.5 dB per mated connector pair).

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance concerning Amending City Code 120: Nuisance
pertaining to Graffiti**
(1st Reading)

Date: **8/3/2023**

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 August 7, 2023
 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

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. ____

Introduced by _____ Council Member Boyer _____

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE MARYLAND CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND SECTIONS 33 AND 34 OF THE HAVRE DE GRACE CITY CHARTER TO AMEND CITY CODE SECTION 120: NUISANCE

On: August 7, 2023

at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for August 21, 2023 at 7:00 p.m.

EXPLANATION

Underlining indicates matter added to existing law.

[Bold Brackets] indicate matter deleted from existing law.

Amendments proposed prior to final adoption will be noted on a separate page with line references or by handwritten changes on the draft legislation.

30 **WHEREAS**, it is the City’s intent, through the adoption of this amendment to the City
31 Code, to provide local enforcement tools to protect public and private property from acts of graffiti
32 vandalism and defacement; and
33

34 **WHEREAS**, the City Council intends that amendments to the City Code provision do not
35 conflict with or supplant existing state criminal laws regarding the malicious destruction of
36 property; and
37

38 **WHEREAS**, the City Council desires to amend City Code Chapter 120: Nuisances, to
39 accommodate the City’s new graffiti policy; and
40

41 **WHEREAS**, the City Council desires to adopt the following amendments to City Code
42 Chapter 120: Nuisances, to effectively address graffiti in the City:
43

44 AMENDMENTS TO CHAPTER 120: NUISANCES:

45
46 § 120-1. Definitions.

47
48 As used in this chapter, the following terms shall have the meanings indicated:
49

50 **CHIEF OF POLICE**

51 The Chief of Police or Acting Chief of Police of the City of Havre de Grace.
52

53 **CONVICTION**

54 An adjudication of guilt in a criminal proceeding, including probation before judgment.
55

56 **GRAFFITI**

57 A permanent drawing, permanent painting, permanent mark, inscription, word, figure, painting,
58 image, or other defacements that are written, marked, etched, scratched, sprayed, drawn, painted,
59 or engraved on or otherwise affixed to any surface of public or private property without the
60 permission of the owner of the property, or, despite advance authorization, would be highly
61 offensive to a reasonable person in the community and is not otherwise protected by the state or
62 federal constitution.
63

64 **OWNER**

65 The title owner of the premises, and any person having a legal or equitable, ownership right, or
66 interest in the premises, as recorded in the Land Records of Harford County.
67

68 **PERSON**

69 An individual, joint owner, receiver, guardian, mortgagee, trustee, lien creditor, personal
70 representative, fiduciary, or representative of any kind, and any corporation, partnership, firm,
71 association, or other legal entity.
72

73 **PREMISES**

74 Any land, building, or other structure, or part thereof located within the limits of the City of Havre
75 de Grace.

76 **PUBLIC NUISANCE**

77 A premises constitutes a public nuisance where:

- 78
- 79 A. Criminal violations have occurred on, or emanated from, the premises, including any
- 80 portion of the laws governing controlled dangerous substances, firearms, stolen property,
- 81 prostitution, gambling, disorderly conduct, or any other violation of laws, including state,
- 82 county, or City ordinances, constituting an unreasonable interference with a right common
- 83 to the general public involving a significant interference with the public health, the public
- 84 safety, the public peace, the public comfort or the public convenience; and
- 85
- 86 B. Violations of such laws have occurred, on or emanating from the premises, on two or more
- 87 occasions within a twenty-four-month period of time prior to the commencement of a
- 88 proceeding pursuant to §§ 120-3 through 120-6 of this chapter, which have resulted in two
- 89 or more criminal convictions.
- 90
- 91 C. Graffiti has been placed on the premises at a location visible from a public right of way or
- 92 from a neighboring property and has not been abated within ten (10) days from the date of
- 93 a notice of removal of the graffiti issued by the City.
- 94

95 REMOVAL

96 With respect to a notice, citation or an order of abatement for “removal” of graffiti issued by City
 97 Code enforcement, City police department, or a Court of competent jurisdiction, “removal” means,
 98 where practicable, the painting over or washing off of graffiti to restore the affected property to a
 99 condition substantially similar to the condition of the property before the application of the graffiti.
 100 Where painting or washing would fail to restore the property to its original condition, such as non-
 101 water-soluble media on an otherwise unpainted brick wall, removal shall mean removal by
 102 chemical or mechanical means. Removal also means, in cases of deep etching into the property or
 103 other situations where property cannot reasonably be restored by other means to a condition
 104 substantially similar to what it was before the application of the graffiti, replacement of the
 105 damaged property.

106 § 120-2. Obligations of owners.

- 107
- 108
- 109 A. Every premises owner within the City of Havre de Grace is responsible for monitoring his
- 110 or her premises and is required to take timely and appropriate action to prevent and eliminate
- 111 or remove a public nuisance from existing thereon, whether that public nuisance is created
- 112 by existing physical conditions or by nuisance-creating behaviors and regardless of whether
- 113 the public nuisance is created by or at the direction of the premises owner or by a third party.
- 114
- 115 B. Every premises owner within the City of Havre de Grace is presumed to have constructive
- 116 knowledge of the facts that can be discovered by a reasonable inquiry concerning the
- 117 condition of his or her premises and activities taking place on his or her premises. Every
- 118 owner is required to manage and control his or her premises, tenants, and other occupants in
- 119 a manner so as not to create or allow a public nuisance, or to create or allow his or her
- 120 premises, tenants, or other occupants to have an adverse impact on adjoining properties or
- 121 the neighborhood, or to violate the provisions of this chapter. Every owner shall remain liable

122 for violations of this chapter occurring on or emanating from his or her premises regardless
123 of any contract or agreement with any party regarding the premises.

124
125 C. Limitations and restrictions on scope of abatement authority. If the premises consist entirely
126 of residential units or mixed residential and other use units, and the public nuisance has
127 occurred solely within one or more units, abatement authority under this chapter is restricted
128 to the units in which the public nuisance has occurred, and does not extend to any other unit
129 in the premises.

130
131 § 120-3. Public nuisance abatement authorized.
132

133 A. Notice; Cease and desist order. Upon a finding by the Chief of Police, or their designee,
134 through a visual inspection of the property, or pursuant to a citizen complaint, or if it involves
135 a public nuisance based on behaviors taking place at the premises, through proof of certified
136 court records, that two convictions have occurred under the circumstances described under
137 Subsection B of the definition of "public nuisance" in § 120-1 of this chapter, the Chief of
138 Police shall prepare a written notice, directed to the owner, setting forth the following:

139
140 (1) A description of the proof, using photographs of graffiti, eyewitness statements,
141 anonymous citizen complaints, and if related to a public nuisance defined under 120-
142 1(b) of the "public nuisance" definition of this Chapter, [demonstrating]
143 documentation that two convictions have occurred under the circumstances described
144 therein; [under Subsection B of the definition of "public nuisance" in § 120-1 and
145 the violation(s) of this chapter being charged;] and

146 (2) A **[An]** notice and cease and desist order requiring the owner to abate the nuisance in
147 or on the premises where the public nuisance exists, within 30 days following the
148 service of the notice, by removing, discontinuing, ceasing, and desisting the public
149 nuisance and the behavior, activities, and other circumstances giving rise to the public
150 nuisance.

151 (3) The **[order]** notice issued pursuant to this subsection shall be immediately posted on
152 the premises and served on the owner as provided in § 120-3D.
153

154 B. Additional orders. In the event the behavior, activities, and other circumstances giving rise
155 to the public nuisance have not been removed or discontinued within the thirty-day period
156 provided in § 120-3A(2) above, the Chief of Police or their designee shall file a written report
157 with the Mayor of the City of Havre de Grace with a statement as the level of potential harm
158 to the health, safety and welfare to the community if the public nuisance is not abated
159 immediately. The Mayor, after consulting with the Chief of Police and the City Attorney,
160 shall decide whether to issue an emergency Executive Order, prosecute the matter criminally,
161 issue a civil citation, or seek an order for abatement from a court of competent jurisdiction.
162 **[order the Chief of Police to abate the public nuisance through the use of such other**
163 **means within the City's powers, including ordering the closing of the premises to the**
164 **extent necessary to abate the public nuisance. In determining the appropriate order to**
165 **be issued, the Mayor shall use reasonable discretion and consider the circumstances**
166 **present in each case, including the nature and severity of the underlying convictions,**
167 **any efforts by the owner of the premises to comply with the cease and desist order, any**

168 irreparable loss or detriment that might occur to the owner of the premises, and the
169 interests of the public.]

170
171 C. Notice and opportunity to be heard. **[Prior to carrying out the order authorized by § 120-
172 3B, the City shall prepare a] The written notice and cease and desist order shall set [setting]
173 forth the following:**

- 174
175 (1) The violations being charged and the underlying convictions, if any;
- 176 (2) The proposed abatement remedy **[ordered to be taken by the Chief of Police]**;
- 177 (3) The owner's opportunity to request a prompt hearing to determine whether a public
178 nuisance exists in or from the premises, and if so, to determine whether the
179 recommended abatement is the appropriate abatement remedy to be taken;
- 180 (4) That the request for hearing must be made to the City, in writing, within 5 **[10]** days
181 from the date of service of the notice; and
- 182 (5) Such other particulars as may be appropriate.

183
184 D. Service and posting of notice.

- 185
186 (1) The notice prescribed by § 120-3C shall be served by certified mail, return receipt
187 requested, [in accordance with the Maryland Rules of Procedure] and by first class
188 US Mail, postage paid, on the owner, any tenant, any person in actual possession or
189 occupancy of the premises, and any other person having an interest in the premises, as
190 disclosed by the Land Records of Harford County, the City's tax records, or from other
191 public records that **[is] are** otherwise known or readily ascertainable.
- 192 (2) In addition, the notice shall be immediately posted in a conspicuous place on the
193 premises.

194
195 E. Scheduling of a requested hearing.

- 196
197 (1) If an owner requests a hearing under § 120-3C, the City shall prepare a written notice
198 setting forth the following:
- 199 (a) That a hearing will be held to determine whether a public nuisance exists in, on,
200 or from the premises, and if so, to determine the appropriate abatement remedy
201 to be taken;
- 202 (b) The date, place, and time of the hearing, which shall be set no more than 30 days
203 following the date of the notice with a temporary stay of the cease and desist order
204 pending the outcome of the hearing;
- 205 (c) The right of the owner or any person having an interest in the premises to be heard
206 and to be represented by an attorney at the hearing, to present evidence, and cross-
207 examine witnesses;
- 208 (d) The possible consequences of failure to appear; and
- 209 (e) Such other particulars as may be appropriate.

210 (2) The notice prescribed by this section shall be served by first class mail, or hand
211 delivered to the owner, any tenant, any person in actual possession or occupancy of the
212 premises, and any other person having an interest in premises, as disclosed by the Land
213 Records of Harford County, or that is otherwise known or readily ascertainable. In
214 addition, the notice shall be immediately posted in a conspicuous place on the premises.

215

216 F. Stay of proceedings.

217

218 (1) **[Except as provided in § 120-3F(2) below,]** Unless an emergency Executive Order is issued
219 by the Mayor, a request for hearing stays the enforcement of the [Mayor's] cease and desist
220 order

221

222 (2) If the Chief of Police or an administrative officer of the City certifies to the presiding officer
223 facts stated in the certificate that indicate to the presiding officer that a stay of the cease and
224 desist order would cause imminent peril to life or property, the presiding officer may
225 recommend that the Mayor issue an emergency Executive Order to abate the public nuisance.
226 **[stay the enforcement of the Mayor's order only for due cause shown by the owner.]**

227

228 § 120-4. Conduct of hearings; evidentiary matters.

229

230 A. All contested hearings held under this chapter shall be held in City Hall and shall be open to
231 the public. A record of such hearings shall be kept by typed transcript or transcribeable
232 audiotape. The presiding officer may postpone or continue the hearing if the interests of justice
233 so require.

234

235 B. An independent individual designated by the Mayor shall serve as presiding officer, who shall
236 apply the law and determine the facts. The existence of the public nuisance shall be proved by
237 a preponderance of the evidence.

238

239 C. The following evidentiary rules apply to all contested hearings held under this chapter:

240

241 (1) In general. Each party in a contested case shall offer all of the evidence that the party
242 wishes to have made part of the record.

243 (2) Probative evidence. The presiding officer may admit probative evidence that reasonable
244 and prudent individuals commonly accept in the conduct of their affairs and give
245 probative effect to that evidence.

246 (a) It shall be prima facie evidence that a public nuisance exists on a premises upon the
247 second conviction for a violation of any of the provisions of the laws governing the
248 offenses enumerated in, and under the circumstances **[described in,]** defined as a
249 “public nuisance” under § 120-1A [(6)] and B above, or if graffiti exists and has
250 not been removed within ten days of receiving public notice. Convictions may be
251 proved by certified or true test copies of court records.

252 (b) Evidence of the general reputation of the premises is admissible to corroborate
253 testimony based on personal knowledge or observation, or evidence seized during

254 the execution of a search and seizure warrant, but shall not, in and of itself, be
255 sufficient to establish the existence of a public nuisance under this subsection.

256 (c) Evidence that the public nuisance had been discontinued at the time of the filing of
257 the notice under § 120-3C or at the time of the hearing does not bar the imposition
258 of appropriate relief, including imposition of fines for each instance of public
259 nuisance.

260 (d) The existence of a public nuisance may be established, and appropriate relief
261 ordered under this chapter, without proof that an owner had actual knowledge of
262 the existence of the facts constituting the public nuisance prior to the issuance of
263 the notice and cease and desist order, or that the owner acquiesced or participated
264 therein.

265
266 (3) Hearsay. Evidence may not be excluded solely on the basis that it is hearsay.

267 (4) Exclusions. The presiding officer may exclude evidence that is incompetent, irrelevant,
268 immaterial, unduly repetitious, or governed by a privilege recognized by law.

269 (5) Scope of evidence. On any genuinely contested material issue, each party is entitled to
270 call witnesses, offer evidence, including rebuttal evidence, cross-examine any witness
271 that another party calls, present summation, and argument.

272 (6) Documentary evidence. The presiding officer may receive documentary evidence in the
273 form of copies or excerpts.

274 (7) Sequestration of witnesses. The presiding officer shall have the power to sequester
275 witnesses at the request of any party to the proceeding.

276 (8) Compulsory attendance of witnesses. If in the event it becomes necessary in the interests
277 of justice that a material witness be required to attend the hearing by subpoena, the
278 presiding officer may postpone or continue the hearing if the interest of justice so require
279 to allow the party a reasonable time to obtain the attendance of such witness through any
280 proper available legal channels.

281
282 § 120-5. Findings and enforcement.

283
284 A. Following the conclusion of the hearing, the presiding officer shall promptly render a decision
285 and the reasons therefor. The presiding officer shall immediately notify all parties to the
286 proceeding of the decision, including the Mayor and the Chief of Police. The decision shall be
287 made orally at the conclusion of the hearing and transcribed as part of the record. The presiding
288 officer may also issue the reasons articulated for the decision in written form within no more
289 than 10 days following the conclusion of the hearing.

290
291 B. No public nuisance established. If the presiding officer finds that the existence of a public
292 nuisance has not been established by a preponderance of the evidence at the hearing, the
293 proceeding shall be closed.

294
295 C. Public nuisance established. If the presiding officer finds that the existence of a public nuisance
296 has been established by a preponderance of the evidence at the hearing, an order of **[the Mayor**

297 **shall be issued providing for the abatement]** of the public nuisance shall be issued by the
298 hearing examiner, which shall be posted on the premises and given to those persons listed, and
299 in the manner set forth, in § 120-3D of this chapter. On and after the 10th business day
300 following the posting, **[and upon the written directive of the Mayor,]** the order may be
301 enforced by the Chief of Police or their designee.

302
303 D. Closing order. If the order directs the closing of the premises, such closing shall be for such
304 period and to the extent necessary to abate the public nuisance **[as the Mayor reasonably may**
305 **direct]**, but in no event shall the closing be for a period of more than one year from the date of
306 the closing. Prior to such closing, the premises shall be inspected by the City Code Inspector
307 and a written inventory made of the contents of the premises. The proper representatives of the
308 City may enter the premises during the closing to inspect the premises.

309
310 E. Owner's continuing obligations during closing. During the closing, the owner of the premises
311 shall be required to maintain the premises in accordance with all City Codes, keep the premises
312 safe and orderly, and secure, and continue to keep and maintain all insurance on the premises
313 in effect prior to the cease and desist order with proof of such insurance to be provided to the
314 City Director of Administration.

315
316 F. Banishment option for elderly and disabled persons. If the **[presiding]** hearing officer finds
317 that the owner of the premises, due to age or disability, is without actual knowledge of the
318 existence of the public nuisance on the premises, such owner may obtain a stay of the closing
319 order by causing the public nuisance to be permanently abated by causing the person or persons
320 who are or were responsible for maintaining the public nuisance on the owner's premises to
321 permanently leave and not return to the premises. By so doing, the owner shall be deemed to
322 consent to allow the proper representatives of the City to enter the premises and to inspect the
323 premises during reasonable hours and upon prior notice. If the public nuisance is abated to the
324 reasonable satisfaction of the Chief of Police for a period of one (1) year, the closing order
325 **[proceeding]** shall automatically terminate. **[be closed.]**

326
327 G. Nature of closing. A closing directed pursuant to this chapter is not an act of possession,
328 ownership, or control by the City of Havre de Grace.

329
330 H. Use and occupancy permit. **[Prior to the termination]** After the termination of a closing order,
331 the owner of the premises shall apply for and obtain an applicable use and occupancy permit
332 from the City before the premises may be occupied.

333
334 § 120-6. Vacating order to close.

335
336 The **[Chief of Police]** hearing officer may **[shall]** vacate the closing provisions of the order if an
337 interested person:

338
339 A. Posts a bond for the period of the ordered closing in an amount of the full assessed value of
340 the premises as shown in the tax assessment records of the Maryland State Department of
341 Assessments and Taxation, prorated for the proportional assessment of units closed if less than
342 all units therein are closed, but not to exceed \$1,000,000 in any case; and

343 B. Submits adequate proof sufficient in the judgment and discretion of the **[Chief of Police]**
344 hearing officer that the behavior, activities, and other circumstances giving rise to the public
345 nuisance have been discontinued and will not be maintained or permitted in any unit of the
346 premises during the period of the ordered closing.

347
348 § 120-7. Notice to owners and tenants.

349 Prior to the effective date of this chapter, the Mayor and City Council of Havre de Grace shall
350 prepare a written notice outlining the provisions of this chapter. Such notices shall be contained
351 on the City's Web site, distributed to all property owners in the City, and a reasonable number of
352 copies shall be made available for free to the public at City Hall, the City Police Station, the public
353 library, and disseminated through the media.

354
355 § 120-8. Rules and regulations.

356 Prior to the effective date of this chapter, the **[Chief of Police]** the Director of Administration or
357 their designee shall promulgate procedures, rules, and regulations that may be necessary or proper
358 to effectuate the purpose and the provisions of this chapter, including reasonable means of advising
359 premises owners or their agents of any first or second arrest or conviction for the criminal conduct
360 defined in § 120-1 of this chapter occurring in those premises which the **[Chief of Police]** Director
361 of Administration determines will or may be subject to this chapter, and the procedures and terms
362 for the posting of bonds.

363
364 § 120-9. Judicial review.

365 Any person aggrieved by any final decision made pursuant to this chapter, has the right of appeal
366 to the Circuit Court for Harford County as may be provided by law for appeals from municipal
367 administrative actions.

368
369 § 120-10. Prohibited conduct; penalties.

370
371 A. Destruction, etc., of posted order. Any person who intentionally destroys, removes, or defaces
372 an order posted by the **[Chief of Police]** City under authority of this Chapter 120, shall upon
373 conviction, be guilty of a misdemeanor punishable by a fine of not more than \$300 or
374 imprisonment for not more than 30 days, or both.

375
376 B. Failure to obey order.

377
378 (1) Any person: (i) who intentionally disobeys any proper order issued **[by the Chief of**
379 **Police or his designee]** under this chapter; or (ii) who uses or occupies or permits any
380 other person to use or occupy any premises ordered closed **[pursuant to proceedings**
381 **under this chapter]**, shall, upon conviction, be guilty of a misdemeanor punishable by
382 a fine of \$1,000 or imprisonment for not more than one year, or both.

383 (2) Each day a violation of this subsection occurs or continues is a separate offense.

384
385 C. Imprisonment in default of fine and costs. Imprisonment in default of fine and costs shall be
386 regulated by the provisions of Article 38, Section 4 of the Annotated Code of Maryland, as the
387 same may be amended from time to time.

388

389 § 120-11. Applicability and interpretation.

390

391 A. Application. The provisions of this chapter shall apply generally to all property throughout the
392 City of Havre de Grace and up to one-half mile outside of municipal limits as permitted by the
393 Local Government Article of the Maryland Annotated Code Section 5-207, wherein any of the
394 nuisances hereinafter specified are found to exist; provided, however, that any condition which
395 would constitute a violation of this chapter, but which is duly authorized under any City, state
396 or federal law, shall not be deemed to violate this chapter.

397

398 B. Chapter to provide needed law enforcement tools. The enforcement of abatement procedures
399 by the Chief of Police and the penalties imposed pursuant to this chapter:

400

401 (1) Constitute additional methods of law enforcement to the fullest extent permitted by law
402 in response to the proliferation of the above described public nuisances; and

403 (2) Are an exercise of the municipal police powers that are reasonable and necessary in order
404 to protect the health, safety, and general welfare of the people of the City of Havre de
405 Grace.

406

407 C. Construction. This chapter shall be construed liberally in accordance with its remedial
408 purposes. The definition of public nuisances herein shall not be subject to any restrictions or
409 limitations upon public or private nuisance actions at common law. This chapter is civil in
410 nature and none of its provisions should be interpreted as punishment. This chapter is intended
411 to complement and be compatible with the provisions of § 14-120 of the Real Property Article
412 of the Annotated Code of Maryland, as the same may be amended from time to time. Nothing
413 in this chapter is intended to conflict with, supersede, or otherwise interfere with the provisions
414 of § 14-120 of the Real Property Article of the Annotated Code of Maryland, the Local
415 Government Article of the Annotated Code of Maryland, or any other State or federal law.

416

417 § 120-12. Severability.

418 If any section, sentence, clause or phrase of this chapter is held invalid or unconstitutional by any
419 court of competent jurisdiction, then said ruling shall not affect the validity of the remaining
420 portions of this chapter.

421

422 § 120-13. Availability of other remedies.

423 This chapter does not limit the availability of any other legal or equitable remedies, including, but
424 not limited to, those existing legal and equitable remedies for nuisance abatement of any type under
425 City, state, or federal law.

426

427 **NOW THEREFORE,** it is this ____ day of August, 2023 determined, decided and ordained by
428 the Mayor and City Council that the City Code be amended by amending Section 120: Nuisances
429 as set forth above.

430

431 ADOPTED by the City Council of Havre de Grace, Maryland this ____ day of August, 2023.

432

433 SIGNED by the Mayor and attested by the Director of Administration this ____ day of August,
434 2023.

435
436
437
438
439
440
441
442
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444
445
446
447
448
449
450

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 8/7/2023
Public Hearing:
Second Reading/Adopted:
Effective Date:

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Declaration of State of Emergency: 2023-03**
(800 block of Erie Street)

Date: **8/1/2023**

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 August 7, 2023
 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



DECLARATION OF STATE OF EMERGENCY: 2023-02

WHEREAS, Resolution 2011-11 established the 800 block of Erie Street as a permanent, one-way street; and

WHEREAS, Executive Order 2016-01 established the 800 block of Erie Street as a two-way street; and

WHEREAS, parking is permitted on both sides of the 800 block of Erie Street; and

WHEREAS, the 800 block of Erie Street is a narrow residential street approximately 27 feet wide; and

WHEREAS, currently, the 800 block of Erie Street is being used for both ingress and egress to U.S. Route 40 by a high volume of traffic from motor vehicles, including trucks that exceed the 5 Ton Gross Vehicle Weight Rating ("GVWR"), inundating the residential street with nearly continuous traffic and creating a public safety threat for citizens living in the area; and

WHEREAS, the City has received a number of complaints from citizens living in the 800 block of Erie Street, who have reported safety concerns and the destruction of personal property due to the high volume of two-way traffic on such a narrow street; and

WHEREAS, the 800 block of Erie Street, due to its narrow width, high volume of traffic from both motor vehicles and trucks over 5 Ton GVWR, safety hazards, safety concerns, and reports of destruction of personal property, is unsuitable for two-way traffic and is a threat to the health, safety, and welfare of the citizens of Havre de Grace; and

WHEREAS, returning the 800 block of Erie Street to a one-way street for eastbound traffic coming off U.S Route 40 would not create an adverse effect on the public who would still be able to use existing routes from Maryland State Highway 7A, known as Otsego Street to access U.S Route 40; and

WHEREAS, Section 18 D of the City Charter authorizes the Mayor to declare a State of Emergency; and

WHEREAS, pursuant to section 18 D of the City Charter, the Mayor, during any declared state of emergency, is authorized to issue executive orders pertaining to the use of City property as may be necessary to protect the health, safety, and welfare of the citizens and City employees.

WHEREAS, pursuant to Md. Public Safety Code Ann. § 14-111, at the July 17, 2023, meeting of the Mayor and City Council of Havre de Grace, the City Council extended Declaration of State of Emergency 2023-01 for an additional 30 days.

NOW THEREFORE, I, WILLIAM T. MARTIN, Mayor of the City of Havre de Grace, by virtue of my oath to uphold the laws of the State of Maryland and authority granted under City Charter Section 13 and 18 D, in an effort to protect the safety, health, and welfare of the citizens and employees of the City of Havre de Grace and to prevent loss of life and injury to persons and property, hereby declare that a State of Emergency exists on the 800 block of Erie Street in the City of Havre de Grace. By virtue of the authority granted under the City Charter,

IT IS HEREBY ORDERED THAT:

1. The Police Department and the Department of Public Works, under the supervision of the Mayor, shall develop a suitable response to provide relief to the citizens living in the 800 block of Erie Street, including making the 800 block of Erie Street a one-way street, to protect the health, safety, and welfare of the public; and
2. This state of emergency went into effect on June 15, 2023 until July 15, 2023, extended by the City Council for an additional 30 days to expire on August 15, 2023, and the City Council now orders that this State of Emergency shall be extended an additional 30 days commencing on August 16, 2023, and expiring September 15, 2023, unless extended by the City Council for an additional 30 days.

Issued under my hand and seal this _____ day _____, 2023.

Witness/Attest:

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Resolution concerning Approving a License Agreement at
569 Lewis Street (Tabled)**

Date: **6/21/2023**

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 August 7, 2023
 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: Resolution was tabled at the 6/5/2023 and 6/20/2023 Council meeting. No quorum at the 7/3/23 Council meeting. Tabled at 7/17/2023 Council meeting.

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2023-__

Introduced by _____ Council Member Schneegas

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 33
AND 34 OF THE CITY CHARTER AND THE LOCAL
GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF
MARYLAND FOR APPROVAL OF A LICENSE AGREEMENT FOR
569 LEWIS STREET FOR PERMISSION TO ENCROACH ONTO
THE CITY RIGHT-OF-WAY**

WHEREAS, the LICENSEE is the owner of the property located at 569 Lewis Street in Havre de Grace, Maryland; and

WHEREAS, the LICENSEE has completed a permit application for home improvements and during the permitting process the City became aware that the front porch and the western edge of the house structure at 569 Lewis Street encroaches on the City right-of-way; and

WHEREAS, by Resolution 2022-20, the City Council previously approved a license agreement to the prior property owner granting permission for the existing porch encroachment; and

WHEREAS, the encroachment of the front porch and house structure pre-dated the City’s adoption of the zoning code, are in accordance with the description in the permit application, and to date, have not adversely impacted the City’s rights-of-way; and

WHEREAS, granting a license for such encroachment of this kind is consistent with other similar properties in the City, will not adversely impact the right-of-way and granting of the license is consistent with the health, safety, and welfare of the public and will serve the City’s general purposes; and

WHEREAS, the LICENSEE has also requested permission for encroachment of a recently constructed concrete pad that encroaches on the adjoining City rights-of-way, and was installed without prior City approval; and

WHEREAS, the Department of Planning has recommended not approving a license agreement for such purpose; and

WHEREAS, the LICENSE was listed on the agenda at a City Council meeting and the City Council has approved the general terms of the LICENSE in accordance with Resolution No. 2020-21; and

42 WHEREAS, the License attached as Exhibit A conforms to the requirements of Resolution
43 No. 2020-21 and the Department of Planning Memorandum dated May 31, 2023 attached as
44 Exhibit B describes the location of the front porch and house encroachment; and
45

46 WHEREAS, by this Resolution, the Council authorizes the Mayor to execute such
47 LICENSE substantially in the form as attached hereto, which LICENSE will not become binding
48 until signed by the Mayor and attested by the Director of Administration.

49 NOW THEREFORE, it is determined, decided, and resolved by the City Council the
50 encroachment on the City right-of-way is hereby approved for the front porch and house structure
51 only, and the Mayor is authorized to execute such License, which will not become binding until it
52 is signed by the Mayor and attested by the Director of Administration.
53

54 It is further determined, decided, and resolved that the request for encroachment of the pre-
55 existing concrete pad is hereby denied for the reasons stated in the Department’s Memorandum
56 dated May 31, 2023.
57

58 ADOPTED by the City Council of Havre de Grace, Maryland this ___ day of June, 2023.

59
60 SIGNED by the Mayor and attested by the Director of Administration this ___ day of June,
61 2023.
62

63
64 ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE, MARYLAND

65
66 _____
67 Stephen J. Gamatoria
68 Director of Administration
69

70 William T. Martin
71 Mayor

72 Introduced:
73 Passed/Adopted:
74 Effective Date:

EXHIBIT A

1



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078

410-939-1800

WWW.HAVREDEGRACEMD.COM

4

5

LICENSE AGREEMENT

6

This AGREEMENT (“LICENSE”) is made this __ day of _____, 2023, between the

7

Mayor and City Council of Havre de Grace, Maryland (“City”), and Andrew Hartsy and Rachel

8

McCloskey (“LICENSEE”).

9

WHEREAS, the LICENSEE is the owner of the property located at 569 Lewis Street in

10

Havre de Grace, Maryland; and,

11

WHEREAS, the LICENSEE has completed a permit application and has obtained approval

12

from the City to allow the front porch and house structure to encroach on City rights-of-way

13

adjoining Lewis Street and South Stoke Streets.

14

WHEREAS, the porch and house structure pre-dated the City’s adoption of the zoning

15

code, are in accordance with the description in the permit application, and to date, have not

16

adversely impacted the City’s rights-of-way; and

17

WHEREAS, allowing front porch access will promote the health, safety, and welfare of

18

the public and serve the City’s general purposes; and

19

WHEREAS, the LICENSE was listed on the agenda at a City Council meeting and the City

20

Council has approved the general terms of the LICENSE in accordance with Resolution No. 2020-

21

21; and

22

WHEREAS, the Council has authorized the Mayor to execute such LICENSE, which

23

LICENSE will not become binding until it is signed by the Mayor and attested by the Director of

24

Administration.

25 NOW THEREFORE, in consideration of the promises contained herein, the parties agree
26 as follows:

27 **1. Property.**

28 The City grants to the LICENSEE a LICENSE to encroach into the City’s rights-of-way at
29 569 Lewis Street at the corner of South Stokes Street.

30 **2. Terms of Use.**

31 LICENSEE agrees:

- 32 a. Application for a LICENSE of City property shall be accompanied by a \$50.00
33 administrative fee.
- 34 b. The LICENSEE is required to pay all costs associated with the LICENSE for
35 the City right-of-way property, including but not limited to maintenance, repair,
36 utilities, taxes, and insurance.
- 37 c. The front porch and house structure shall be kept in good condition at all times
38 and maintained as necessary.
- 39 d. The City reserves the right to require the property owner to remove the licensed
40 items at any time at the owner’s sole expense.
- 41 e. Any future proposed installation in the City Right-of-Way will require the City
42 Council to review and approve an amended License Agreement prior to
43 receiving any permits or starting construction.
44

45 **3. Indemnity.**

46 The LICENSEE shall indemnify and save harmless the City and its employees and agents
47 from all claims and demands, suits, actions, loss, damages, recoveries, judgments, costs and
48 expenses in any manner arising out of or in connection with any injury, death, loss, or damage
49 related to the LICENSEE’s use of the right-of-way, the LICENSEE’s conduct, or the LICENSEE’s
50 breach of the LICENSE.

51 **4. Restoration.**

52 The LICENSEE shall be responsible for all costs or expenses to restore the City right-of-
53 way after termination of the permitted use. The City may undertake the restoration and all costs

54 and expenses shall be assessed against the LICENSEE and the property owner, and such costs will
55 become a lien on the property until fully paid.

56 **5. Maintenance.**

57 The LICENSEE shall maintain any facility or object in, above, or in the City right-of-way
58 and related to the use in a manner that is attractive, clean, safe, workmanlike, and in good repair.
59 The LICENSEE shall insure that the facility or object in, above, or in the City right-of-way related
60 to the use is in compliance with all applicable federal, State, County and City laws, rules,
61 ordinances, or regulation which are hereby incorporated into this Agreement.

62 **6. Term**

63 This Agreement shall remain in force for a period of not more than five (5) years, and shall
64 expire December 31, 2026, unless the City terminates or modifies this Agreement. In its sole
65 discretion, the City Council may renew or extend this Agreement upon the request of the
66 LICENSEE.

67 **7. Permitted Use.**

68 The temporary permitted use allowed by this Agreement is limited to the following: *use of*
69 *a portion of 569 Lewis Street City right-of-way for the front porch and the City's Stokes Street*
70 *right of way for the pre-existing encroachment by house structure.* Any disagreement between the
71 parties about the type of use, the location of the use, or any special conditions required, shall be
72 resolved by the City in its sole discretion.

73 **8. Entire Agreement.**

74 The Parties agree that this document contains the entire Agreement.

75 **9. No Waiver**

76 The LICENSEE agrees that the City's failure to enforce any of the terms herein shall not
77 constitute a waiver.

78

79 **10. Venue/Choice of Law**

80 This is a Maryland contract and the parties hereto agree that the laws of Maryland shall
81 apply to any disputes arising under the LICENSE. Harford County is the sole venue for any
82 dispute.

83 **11. No Assignment**

84 This LICENSE may not be assigned by the LICENSEE without the express written consent
85 of the City Council in its sole discretion, which continuation may be permitted if the proposed
86 assignee continues the current use of the property for the remainder of the LICENSE term. Any
87 renewal of this LICENSE must be in accordance with Resolution 2020-21 or any superseding
88 resolution or ordinance.

89 **12. Specific Enforcement/Breach of Contract/Attorneys' Fees**

90 In any legal action to enforce the terms of this LICENSE, for declaratory action, or to
91 recover damages for breach of the terms of this LICENSE filed by any party, the City shall be
92 entitled to recover reasonable attorneys' fees and costs from the LICENSEE or its successor or
93 assigns for its successful prosecution or defense of such claims.

94 WITNESS our hands and seals.

95

96 WITNESS/ATTEST:

LICENSEE:

97

98

99

Signature

100

101

102

103

104 WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND

105

106

107

108

Stephen J. Gamatoria
Director of Administration

William T. Martin
Mayor

109

110

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112

113 APPROVED AS TO LEGAL SUFFICIENCY:

114

115

116 _____
April C. Ishak, City Attorney

117

ATTACHMENT B



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078

WWW.HAVREDEGRACEMD.COM

410-939-1800

DEPARTMENT OF PLANNING
MEMORANDUM

May 31, 2023

To: Stephen J. Gamatoria, Director of Administration
From: Tim Bourcier, Director of Planning
Re: **569 Lewis Street – License and Lease Agreement
Request for a License and Lease Agreement in the City Right-of-Way**

The Department of Planning has examined the property at 569 Lewis Street and offers the following recommendations for a License Agreement and a Lease Agreement.

License Agreement

There are four areas that need to be examined as part of the licensing agreement:

1. **Previously approved licensing agreement for the front porch**
 - a. The Department of Planning is recommending APPROVAL of the existing license agreement for the existing front porch to transfer to the new owners. This was previously approved by the Mayor and Council on June 16, 2022 for the previous property owners. (see attached as Attachment A)
2. **Existing structure (House) on western border of property line in the City ROW**
 - a. The Department of Planning is recommending APPROVAL of the existing structure (house) for a licensing agreement to encroach into the City Right-of-Way along South Stokes Street. According to State records, the existing structure was built in the existing location in 1958. The existing structure was remodeled, but not expanded into the City Right-of-Way. A site plan and survey have been provided as Attachment B.
3. **Concrete pad on western border of property line in the City ROW (constructed without Department of Planning approval)**
 - a. A concrete pad was built to the edge of the rear western side of the existing structure, encroaching into the City Right-of-Way. The Department of Planning is recommending DENIAL of this licensing agreement request. The concrete pad was not shown on any site plans provided to the Department of Planning and was not approved nor known about until it was brought to our attention after construction occurred. The concrete pad serves no public purpose and does not promote the health, safety, and welfare of the citizens. There is no reason the concrete pad could not have been constructed within the Applicant's property line.

Lease Agreement

1. The Planning Department recommends APPROVAL for a lease agreement for the existing utilities located on the west side of the property adjacent to the house within the City Right-of-Way along South Stokes Street. Per the enclosed site plan, the Department of Planning was not made aware and did not approve of allowing the previous owner to place landscaping or the central air unit in the City right-of-Way. However, removal and relocation of the utilities could be costly. The City should consider allowing the property owner to lease the area in the City Right-of-Way.

Should the Mayor and City Council approve the requested License Agreement and Lease Agreement, the following conditions are recommended:

- a. Application for a LICENSE/LEASE of City property shall be accompanied by a \$50.00 administrative fee for each application.
- b. The LICENSEE/LEASEE is required to pay all costs associated with the LICENSES and LEASES for the City Right-Of-Way property, including but not limited to maintenance, repair, utilities, taxes, and insurance.
- c. The front porch, exterior facade of the house, and rear concrete pad shall be kept in good condition at all times and maintained as necessary.
- d. The City reserves the right to require the property owner to remove the licensed and/or leased items at any time at the owner's sole expense.
- e. Any future Lease Agreements for encroachments within the City Right-of-Way may incur an annual fee. Also, utility Items may need to be relocated outside City Right-Of-Way when replaced.
- f. Any future proposed installation in the City Right-of-Way will require the City Council to review and approve an amended License and/or Lease Agreement prior to receiving any permits or starting construction.

A copy of the License Agreement Memorandum for 569 Lewis Street approved on 06.17.22, a copy of the survey indicating the existing location and dimensions of the property features (house, rear pad, front porch, utilities), a copy of the licensing agreement memorandum request for 308 South Stokes, 2023 aerial photographs, site plan submitted and approved by the Department of Planning and site photos of the subject property are included with this memo.

cc: Tamara Brinkman, Administrative Assistant
Eric V. Lawrence, Associate Planner
Marisa Willis, CFM, Planner
Colleen Critzer, Permits Clerk

ATTACHMENT A



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
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410- 939-1800

DEPARTMENT OF PLANNING MEMORANDUM

June 16, 2022

To: Tamara Brinkman, Executive Assistant

From: Tim Bourcier, Director of Planning

Re: **569 Lewis Street - License Agreement request**
Removal and replacement of porch in Right-of-Way

The Department of Planning has received a permit application for the removal and replacement of a porch at the above referenced address within the City's Right-of-Way. Should the City Council approve the requested License Agreement, the following conditions are recommended:

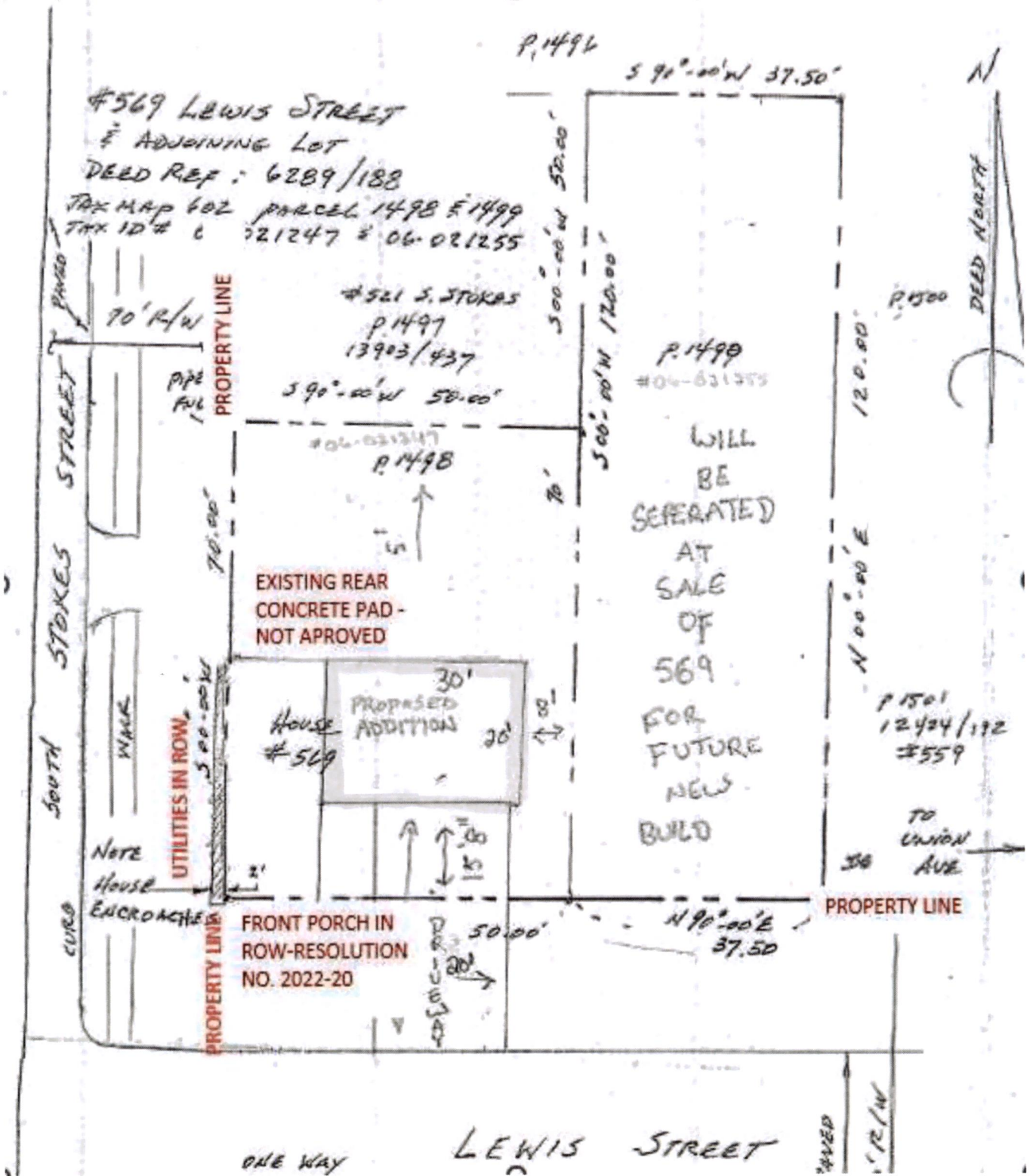
- a. Application for a LICENSE of City property shall be accompanied by a \$50.00 administrative fee.
- b. The LICENSEE is required to pay all costs associated with the LICENSE and the property, including but not limited to maintenance, repair, utilities, taxes, and insurance.
- c. The porch shall be maintained in good condition at all times and maintained as necessary.
- d. The City reserves the right to require the owner to remove the licensed items at any time at the owner's sole expense.
- e. Prior to construction of the items applied for in this permit, the applicant shall contact Ms. Utility to ensure that no utilities will be impacted. The report shall be forwarded to Ms. Marisa Willis. This is not required if the construction will not occur below ground and if the new porch is within the footprint of the old porch.
- f. Any future proposed installation in the City Right-of-Way will require the City Council to review and approve an amended License Agreement.

A copy of the Applicant's permit application, site plan and pictures are attached to this memo.

cc: Stephen Gamatoria, Director of Administration
Marisa Willis, CFM, Planning Technician
Colleen Critzer, Permits Clerk

Resolution No. 2022-20
T. Bourcier – 6/21/22

ATTACHMENT B



- Site plan submitted 04.27.23 to The Department of Planning for 569 Lewis Street Permit No. 2023-0329

ATTACHMENT C



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
WWW.HAVREDEGRACEMD.COM

410- 939-1800

DEPARTMENT OF PLANNING MEMORANDUM

October 20, 2022

To: Steve Gamatoria, Director of Administration

From: Tim Bourcier, Director of Planning

Re: **308 South Stokes Street - License Agreement**
Request for a license to place a fence in the City's Right-of-Way

The Department of Planning has received a permit application to construct 133 linear feet of fence within the City's Right-of-Way. The Department of Planning is recommending Council DENY the Applicant's request for the following reasons:

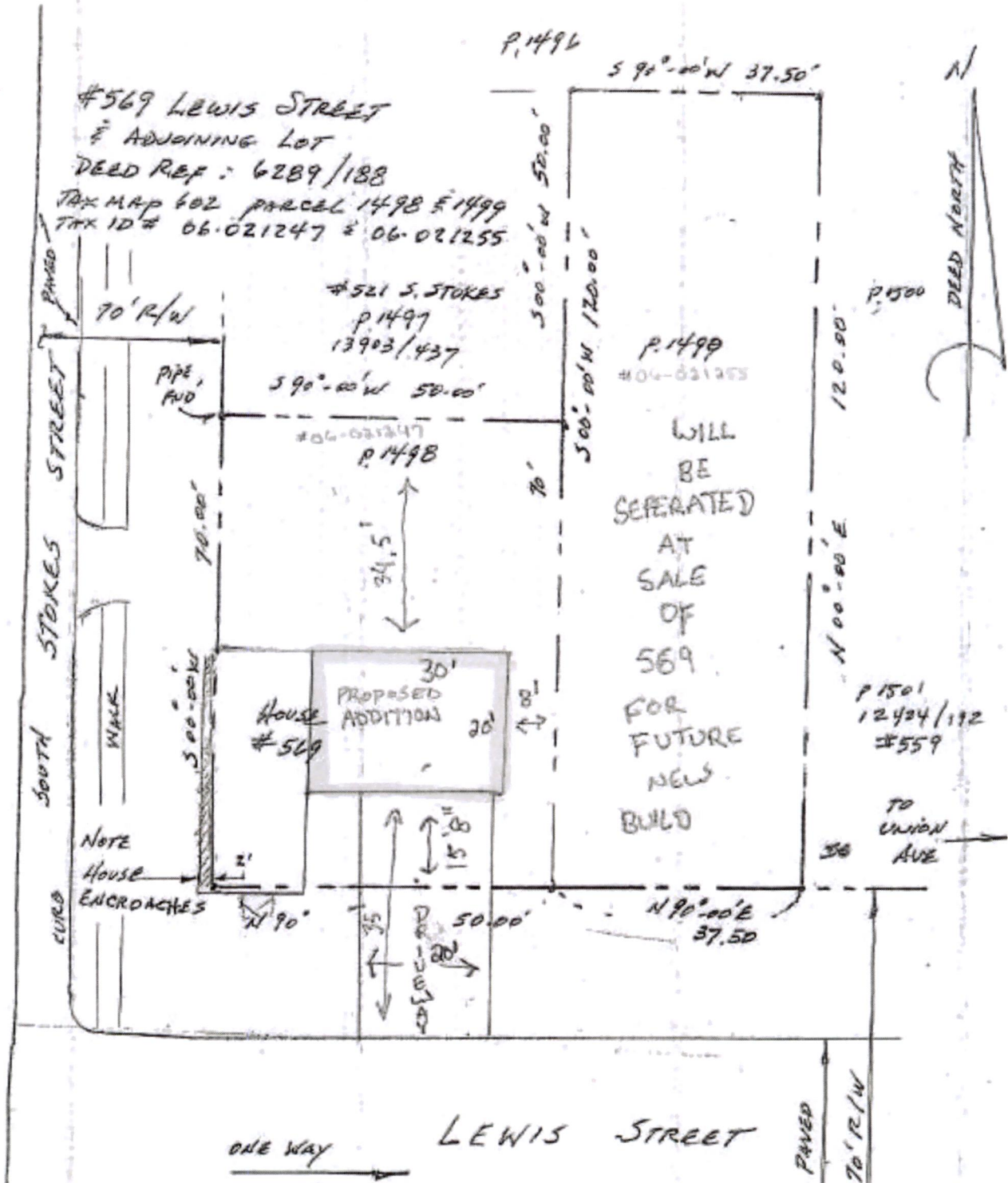
- 1) The Applicant is able to fence in their yard within their own property line. There is no pre-existing structure on the right-of-way. The proposed license agreement would essentially provide the Applicant with City property to increase their rear and side yard at no cost.
- 2) The proposed fence location directly abutting the sidewalk is not a pedestrian-friendly location and does not promote the health, safety and welfare of the citizens nor does it serve a public purpose.

A copy of the survey indicating the fence location and an aerial photograph are attached for your review.

cc: Marisa Willis, CFM, Planning Technician
Colleen Critzer, Permits Clerk
Tamara Brinkman, Administrative Assistant



- 2023 Aerial Photographs via Harford County Web GIS
- 569 Lewis Street-Building (Corner Lot - Intersection of South Stokes and Lewis Street)



- Site Plan Submitted 06.16.22 and Approved by the Department of Planning - 06.17.2022 (2022-0377)



SITE PHOTOS 05.15.23

- 569 Lewis Street (2023-0329)
- Existing front porch in City ROW (Along Lewis Street) License Agreement favorable (Photo Taken 05.15.23)
- Utilities in City ROW (Along South Stokes Street) Lease Agreement favorable (Photo Taken 05.31.23)



SITE PHOTOS 05.15.23

- 569 Lewis Street (2023-0329)
- Existing front porch in City ROW (Along Lewis Street) License Agreement favorable (Photo Taken 05.15.23)
- Rear concrete pad in ROW (Along South Stokes Street) License Agreement unfavorable (Photo Taken 05.31.23)



SITE PHOTOS 05.15.23

- 569 Lewis Street (2023-0329)
- Rear concrete pad in ROW (Along South Stokes Street) License Agreement unfavorable (Photo Taken 05.31.23)



SITE PHOTOS 05.15.23

- 569 Lewis Street (2023-0329)
- Rear concrete pad in ROW (Along South Stokes Street) License Agreement unfavorable (Photo Taken 05.31.23)
- Utilities located in City ROW (Along South Stokes Street) Lease Agreement favorable (Photo Taken 05.31.23)

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Special Event - Lock House Craft Beer & Wine Festival**

April 20, 2024

Date: **8/2/2023**

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 August 7, 2023
 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

EVENT APPLICATION CHECKLIST

Office Use Only
Date Received 7-14-23
Tracking # 1011 190 024

EVENT NAME: The 5th Annual Lock House Craft Beer and Wine Festival

Sponsor Organization: The Lock House Museum

Business Address: 817 Conestee St, Havre de Grace MD 21078

On-Site Contact Person: Joanne Healey

Contact Information Phone: Email: director@thelockhousemuseum.org

Back-Up On-Site Contact Person: Beth Merchant

Contact Information Phone: Email:

Note: The on-site contact must be at the event the entire duration to include set-up and break-down.

Is the Sponsor Organization a Havre de Grace 501 C3? [X] Yes [] No

Is the Sponsor Organization a 501 C3? [] Yes [] No

Tax ID # 52-1325983 (attach non-profit status documentation to application)

If the Sponsor Organization is not a Havre de Grace Non-Profit, please provide additional details below:

[Empty box for additional details]

Event Category:

- [] Athletic/Recreation [] Concert/Performance [] Other (explain)
[X] Festival [] Carnival
[] Parade [] 5K/10K/Walk *
[] Rally [] Fishing Tournament
*a fee may be charged

Date/Time:

If this is a multi-day event, please attach a detailed summary with applicable dates and times.

Setup Date: 4/19/2024-4/20/2024 Begin Time: 9:00 am
Event Starts Date: 4/20/2024 Time: 11:00 am
Event Ends Date: 4/20/2024 Time: 5:00 pm
Breakdown Date: 4/20/2024 End Time: 7:00 pm
Rain Date Date: n/a

Is timeframe the same? [] Yes [] No
If no, include new times:

Location: (see attached map)

- [] Millard E. Tydings Memorial Park (352 Commerce Street)
[] Community Pavilion (tent) at Frank J. Hutchins Memorial Park (100 Congress Avenue) \$250 fee per day (no amplified sound)
[] Concord Point Park (701 Concord Street)
[] David Craig Park (553 N. Union Avenue)
[] McLhinney Park (811 N. Adams Street)
[] K-9 Cody Dog Park (100 Lagaret Lane)
[] Veteran Park (418 Concord Street)
[X] Other location (explain)

Lockhouse Museum grounds

(No vehicles permitted on park grounds - fees will apply for damage to the grounds.)

Anticipated Attendance: 800

Admission Fee (if any): \$10-\$45

Requested City Services:

Following is a list of services City Staff may provide at no charge to Event Sponsors to help make your event successful. If your event needs assistance from the City for services, **please check the appropriate boxes below**: **Note: Only those services approved prior to the event will be provided.**

- Traffic Control:** Please describe and attach a map (e.g. Google Maps) of intersections and street names affected and any road closures.

Note: Ohio Street, Otsego Street, Revolution Street, Superior Street, Union Avenue, and US Rt. 40 are State Roads, so Event Sponsor must submit the Maryland State Highway Administration (MSHA) Permit with this Special Event Application, but should not contact or submit the permit to MSHA – the Havre de Grace Police Department will handle this part of the process with MSHA. (<https://www.roads.maryland.gov/mdotsha/pages/Index.aspx?PageId=59>)

- Parking/No Parking Signs:** Please designate on a map the areas to be designated for Parking/No Parking (include Handicap Parking).

- Public Restrooms:** Public Restrooms are available and located at or near Millard E. Tydings Memorial Park and City Yacht Basin, Frank J. Hutchins Memorial Park, Concord Point Park, and McLhinney Park. These public restrooms will be cleaned and stocked with the necessary supplies.

- Electricity Needed (limited availability):** Please attach an electrical site plan to include placement of extension cords, generators and the anticipated amperage draw.

- Other:** Please explain:

It is the responsibility of the EVENT SPONSOR to provide tables, chairs, podium, stage, audio, fencing, and port-a-pots as needed.

Please remove all items at the end of your event and return the area to an equal or better condition than before the event; additional fees will/may apply for any damage caused by your event or items not removed at the end of your event.

Food Service:

Yes No Will there be food sold at your event?

Yes No Will there be food given away at your event?

It is the responsibility of the **EVENT SPONSOR** to contact and comply with the Harford County Health Department Regulations. It is also the responsibility of the **EVENT SPONSOR** to ensure the removal of all trash and recycling (see Trash and Recycling Collection and Disposal on page 4 of this application).

Alcohol:

Yes No Will there be alcohol sold at your event?

Yes No Will there be alcohol given away at your event?

Alcoholic beverages are not permitted at City Parks, unless you have permission from the Mayor and City Council and you apply for and receive a Liquor License from the Harford County Liquor Board.

The Harford County Liquor Board requires a License if alcohol is to be served – please note rules and regulations: <http://www.hclcb.org/alcoholic-beverage-license-applications>.

It is the responsibility of the **EVENT SPONSOR** to contact the **Liquor Board** for the appropriate permit. The Harford County Liquor Board Permit Application must be signed by the City. A copy of the approved License must be provided to the Chief of Parks, Events and Recreation at least 3 business days prior to the scheduled event.

Please describe your security plan to ensure the safe sale and distribution of alcohol at your event. Include how attendees of legal drinking age will be identified.

All attendees will have ID checked and their hand stamped as "over 21" upon entry to the festival in order to be served alcohol.

Security:

Yes No I acknowledge that I have contacted the Havre de Grace Police Department's Police Services Commander (410-939-2121) to discuss concerns regarding safety and security during the event.

Officer's Name: Capt. Krass Badge # 7761

Date Contacted: 6/15/2023

Gambling:

Yes No Will there be raffles, 50/50 or other gambling games?

It is the responsibility of the **EVENT SPONSOR** to contact the Harford County Sheriff's Office for the appropriate permit: <https://harfordsheriff.org/services/gambling/>. A copy of the approved License must be provided to the Chief of Parks, Events and Recreation prior to the scheduled event.

First Aid Services/Medical Plan:

Please describe your medical plan including the number of first aid staff and/or first aid stations within the perimeter of your event. Please include your communication plan and types of resources that will be at your event for medical emergencies.

Requesting ambulance on site.

Affidavit:

The Applicant agrees to defend, indemnify and hold harmless the City of Havre de Grace, its agents, representatives, officials and employees, from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court cost, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, or omissions of the Applicant, its agents, employees, contractors, subcontractors, customers, invitees, guests or other persons doing business with the Applicant, in connection with the Special Event described in this Application, provided that such claims, damages, losses and expenses are attributable to bodily injury or to injury to or destruction of property. Any cancellation must be made 48 hours prior to the scheduled event.

I have read and understand all of the attached policies and will abide by all policies, rules, regulations, and conditions as written. I understand that the Special Event Permit is not transferable to any other Sponsor, Individual or Group. I also understand the event cannot be advertised until the application has been submitted and approved by the Mayor and City Council.

Event Name: The 5th Annual Lock House Craft Beer and Wine Festival

Print Name of Event Sponsor The Lock House Museum

Title Vicki O'Keefe Vice-president, Board of Directors

Phone _____ Email _____

Signature *Vicki O'Keefe* Date 6/22/23

Received by *Stephie Starnik* Date 6/22/23
City Official

Kiley Ernest

7-24-23

Museum File

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
31 HOPKINS PLAZA
BALTIMORE, MD 21201

DEPARTMENT OF THE TREASURY

Date: FEB 24 1992

SUSQUEHANNA MUSEUM OF HAVRE DE
GRACE, INC
P O BOX 253 CONESTOGA STREET
HAVRE DE GRACE, MD 21078

Employer Identification Number:
52-1825983
Contact Person:
MRS. S. PRATT
Contact Telephone Number:
(410) 752-9431

Internal Revenue Code
Section 501(c)(3)
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Appendix A Listed:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically exempted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. Also, unless exempted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation changes, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day

SUSSEHARNA MUSEUM OF HAVER DE

is charged when a return is filed later, unless there is reasonable cause for the delay. However, the maximum penalty charge cannot exceed \$3,000 or 1 per cent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Except Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trades or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please see that number on all returns you file and in all correspondence with the Internal Revenue Service.

Exemption under section 501(c)(4) is recognized as of 6-15-76. Your date of formation or incorporation is 3-14-91, the effective date of your election under section 501(c)(3).

If we have indicated in the heading of this letter that an advisory opinion is enclosed, the enclosed advisory opinion is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



District Director

SUSQUEHANNA MUSEUM OF HAVRE DE

You are required to make available for public inspection a copy of your exemption application, and supporting documents, and this exemption letter. If you are required to file an annual information return, you are also required to make a copy of the return available for public inspection for three years after the return is due. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 68-126, 1968-2 C.B. 453 for additional information.

Contributions to your organization are not deductible by donors under section 170(e)(2) of the Code.

Under section 513, any fund-raising solicitation (including a solicitation for membership dues payment) you make must include an express statement (in a conspicuous and easily recognizable format) that contributions and gifts are not deductible as charitable contributions for federal income tax purposes. This express statement does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless the failure is due to reasonable cause. See Internal Revenue Service Notice 83-126, 1983-2 C.B. 453 for additional information.



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Handicap parking



Snow fencing



Entry access



Food trucks



Band stage



Beer, wine and artisan vendors

SPECIAL EVENTS WORK SHEET

	Event: Lock House Craft Beer & Wine Festival	Tracking ID 1011190024				
	Dates: 4/21-22/20234					
	Time of set up: 9:00 am on 4/21/2024					
	Take down time: 5:00pm - 7 pm on 4/22/2024					
	Time of actual event: 11:00AM - 5:00pm on 4/22/2024					
	Location: Lock House Museum Grounds					
	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
PD	4		28	\$115.00	28	\$3,220.00
Notes	Completed: 8/02/2023					
	Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	FULLY Loaded Wage**	Estimated Hours	Total Estimated Cost
DPW	3	6		\$64.75	6	\$388.50
Notes	Bathrooms will be cleaned and stocked throughout event. Handicap Parking signs prepped and posted. Additional trash and recycle containers provided. (8 each). Sponsor to arrange for dumpster and to provide trash bags and collection/disposal service. No other services requested. Completed: 7/25/23					
	7	6	28	\$179.75	34	\$3,608.50
Grand Total						