



## COUNCIL MEETING AGENDA

July 15, 2019

7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Opening Prayer: Evangelist Gene Proud- Proud Evangelist Association
5. Approval of the Minutes:
  - A. Council Meeting Minutes- July 1, 2019
6. Comments from Citizens on Agenda Items:
7. Recognitions: None
8. Presentations:
  - A. Historic Preservation Commission
    - i. Beautification Awards
    - ii. Bastille Day
9. Appointments:
  - A. Re-appointments:
    - i. J.W. Walker- Street and Traffic Safety Advisory Board (CM Boyer)
    - ii. Jean Johnson- Historic Preservation Commission (CM Zinner)
    - iii. Ellen Eltgroth- Historic Preservation Commission (CM Zinner)
10. Oath of Office: None
11. Resolutions:
  - A. A Resolution concerning the Havre de Grace Alliance (CP Glenn)

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, (“CITY”) PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE CONSTITUTION OF MARYLAND, THE PROVISIONS OF ARTICLE 23A OF THE ANNOTATED CODE OF MARYLAND, AND SECTION 76 OF THE CHARTER OF HAVRE DE GRACE, MARYLAND, TO APPROVE A LEASE OF A PORTION OF CITY PROPERTY TO THE HAVRE DE GRACE ALLIANCE, INC (“ALLIANCE”)

12. Ordinances:

A. Ordinance 1022; Second Reading and Adoption (CP Glenn)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HAVRE DE GRACE PURSUANT TO THE AUTHORITY PROVIDED BY THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND CITY CHARTER SECTIONS 33 AND 34 AMENDING THE CITY CODE CHAPTER 205: ZONING, ARTICLE II, SECTION 205-13, ENTITLED "DEFINITIONS" BY MODIFYING THE DEFINITION OF MUSEUM AND DEFINING WHERE SUCH USES ARE PERMITTED

13. Old Business: None

14. New Business:

A. Special Events: (Mrs. Scott)

i. SHCO Crab Feast- Hutchins Park Tent; August 31<sup>st</sup> 4-8pm

ii. Blessing by the Bay- Hutchins Park Tent; September 15<sup>th</sup> 2-5pm

15. Directors Report:

A. Mr. Patrick Sypolt: Director of Administration

B. Mr. Shane Grimm: Deputy Director of Planning

C. Mrs. Erika Quesenbery Sturgill: Director of Economic Development

D. Mr. George DeHority: Director of Finance

E. Mr. Tim Whittie: Director of Public Works

F. Chief Teresa Walter: Chief of Police

16. Business from Mayor Martin

17. Business from Council:

A. Council Member Ringsaker

B. Council Member Zinner

C. Council Member Boyer

D. Council Member Robertson

E. Council Member Martin

F. Business from Council President Glenn

18. Comments from Citizens

19. Adjournment



July 1, 2019

A Public Hearing was called to order at 7:00 p.m concerning Ordinance 1022

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HAVRE DE GRACE PURSUANT TO THE AUTHORITY PROVIDED BY THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND CITY CHARTER SECTIONS 33 AND 34 AMENDING THE CITY CODE CHAPTER 205: ZONING, ARTICLE II, SECTION 205-13, ENTITLED "DEFINITIONS" BY MODIFYING THE DEFINITION OF MUSEUM AND DEFINING WHERE SUCH USES ARE PERMITTED.

No Citizen Comments noted.

The public hearing was closed at 7:02pm.

The regular meeting of the Mayor and City Council was called to order on June 1, 2019 at 7: 02 p.m. with Mayor Martin presiding and the following Council Members present: Council Member's, Glenn, Robertson, Ringsaker, Zinner and Tomarchio. Council Member Martin was absent. The Pledge of Allegiance was led by Mayor Martin and the opening prayer was led by Pastor Norman Obenshain. A motion was made by Council Member Ringsaker and seconded by Council Member Zinner to approve the council meeting minutes of the June 17, 2019. Motion carries 5-0

Comments from citizens on agenda items: None

Recognitions:

Chief Walter announced 7 department promotions. They include, Sgt. Jonathan Sova, Sgt. Brian Daniels, Sgt. Daniel Petz, Cpl. Jeremy Lathroum, Cpl. Philip Goertz, Cpl. Anthony Molesky and Cpl. Bertram Brown.

Appointments:

A motion was made by CM Zinner and seconded by CM Robertson to approve the appointment of Mr. Kevin Purcell to the Historic Preservation Commission. Motion carries 5-0

Oath of Office- Mayor Martin administered the Oath of Office to Mr. Kevin Purcell.

Ordinances:

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HAVRE DE GRACE PURSUANT TO THE AUTHORITY PROVIDED BY THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND CITY CHARTER SECTIONS 33 AND 34 AMENDING THE CITY CODE CHAPTER 205: ZONING, ARTICLE I, GENERAL PROVISIONS, SECTION 205-11, ENTITLED "PERFORMANCE STANDARDS" BY REVISING THE TRAFFIC STANDARDS

A motion was by CM Ringsaker and seconded by CM Zinner to introduce Ordinance 1020 on second reading. Motion carries 5-0. After the header was read into the record, a motion was made by CM Ringsaker and seconded by CM Robertson to adopt Ordinance 1020; under the question- CM Tomarchio made a motion to insert the word Mayor so he would be a part of the approval process, motion seconded by CM Zinner. Motion fails, with 4 against the motion and CM Tomarchio for the motion. Under the question- a motion was made by CM Tomarchio and seconded by CM Robertson to add "date of report" on line 70 and the line would read The conclusion of the TIA shall be valid for 2 years from the date of the report. On roll call vote- motion fails 4 against and CM Tomarchio for the motion.

Ordinance 1020 is adopted on a roll call vote 4-1 with CM Zinner opposing.

#### **New Business:**

A motion was made by CM Ringsaker and seconded by CM Tomarchio to approve the lease agreement for 700 Market St. Motion carries 5-0

A motion was made by CM Ringsaker and seconded by CM Tomarchio to approve the lease agreement for 615 S. Union Ave. Motion carries 5-0

#### **Directors Report:**

Mr. Patrick Sypolt:

"City Hall will be closed Thursday, July 4<sup>th</sup> and Friday, July 5<sup>th</sup> in observance of Independence Day. City Hall will reopen on Monday, July 8<sup>th</sup> at 8:00 a.m.

On Friday, July 5<sup>th</sup>, the City will be hosting First Fridays downtown. Come shop our many eclectic shops and local artisans, listen to live music and partake of our fine restaurants and lounges. The festivities begins at 5:00 p.m. As a reminder, we are closing the 400 block of St. John St. for better pedestrian flow and as an added level to safety for everyone visiting our event.

Also on Friday, the summer concert series of Concerts in the Park continues at Tydings Park. This Friday feature performers are the *Middle of Nowhere*. The performance begins at 7:30 p.m. This is a free event as is all the concert in the park series and will continue every Friday evening now through the end of July.

On Saturday, July 7<sup>th</sup>, the Farmers' Market continues in fine fashion under the Festival Tent at Hutchins Park. They are open every Saturday, rain or shine, from now until the end of November, the market begins at 9:00 a.m. and runs until noon.

Also on Saturday, the City will be celebrating Independence Day. Come join us for the best Independence Day parade around. Please get here early for a great viewing spot along Union Avenue. The theme for this year's celebration is: *Havre de Grace Honors First Responders*, the event will focus on honoring and recognizing local first responder. Following the parade, join us at Hutchins Park for the Amish Outlaws concert, music starts at 7:00 p.m. There will also be live family concert at Concord Point Park beginning at 7:00 p.m. Speaking of fireworks, the fireworks display will be at 9:15 p.m., shot from the barge off of Concord Point. There is great viewing of the fireworks display all along the shoreline.

On Sunday, July 7<sup>th</sup>, the Steppingstone Farm Museum will be hosting "Summer Fun Day". Enjoy a great family day with lawnmower racing, an antique car and tractor show, music, children's crafts and games. Admission is \$10.00 for adults, \$5.00 for students, children under 12 are FREE.

On Saturday, July 13<sup>th</sup>, our own American Legion Post #47 is sponsoring "Christmas in July". Stop by to get the best in handmade craft items, candles, and candy by numerous vendors. It's never too early to start your Christmas shopping. This event begins at 9:00 a.m. at the American Legion Post #47, located at 501 St. John Street."

Mr. Shane Grimm: Deputy Director of Planning

Mr. Grimm stated his office is staying busy but will defer his time this evening to Chief Walter.

Mrs. Erika Quesenbery Sturgill: Director of Economic Development-

"The Growth Coach Business and Sales Consulting with Mark Ford

Unlimited Art at 102 N. Washington Street, with Shawn Forton opening soon

Nails by Nikki is now open at 425 St. John Street

Impressions by Charm II Salon is opening this Saturday at 320 St. John Street

Sunrise Cleaners at 1022 Pulaski Hwy. is under new ownership

T&C Cleaners which has been at 409 N. Union Avenue since the early 1960s has closed due to a retirement and will now be converted to an art gallery in the A&E District"

Mr. George DeHority: Director of Finance

Mr. Dehority wished everyone a happy fiscal year.

Tim Whittie- Director of Public Works

Mr. Whittie stated the paving for FY19 will be wrapping up.

Chief Teresa Walter: Police Department

Chief Walter played a video - America the Beautiful.

### **Business from Mayor Martin**

The Independence Day Celebration is Saturday, July 6. The fireworks will be set off a barge and the Amish Outlaws will be performing at Hutchins Park.

The VFW will host their annual all you can eat breakfast on June 29th at the Community Center.

Attended the Ribbon Cutting Ceremony for the Yard at Coakelys on June 27th.

City Wide Dumpster Days is Saturday July 13th, 2019 8-noon.

Attended the Change of Command Ceremony for the outgoing MG Randy Taylor and incoming MG Kilgo.

Attended and spoke at the inaugural Pride Festival on June 22.

Business from Council:

Council Member Tomarchio

CM Tomarchio welcomed back Mr. Tim Whittie.

Attended MML for the first time and attended classes.

Attended the Pride Festival - was happy to see the success of the event. Everyone felt safe, loved and freedom was exhibited.

CM Tomarchio officially announced that her name has legally changed to Cassandra Boyer.

Council Member Robertson

CM Robertson announced the Budget and Finance committee will meet in September.

The American Legion will host the installation of new officers on July 10th.

Christmas in July will be held July 13 at the American Legion.

The American Legion will host a crab feast on August 10th.

The Water and Sewer Commission will meet on July 12th at 3pm.

The Youth Commission will meet on July 18th.

Thanked everyone is organized the inaugural Youth Day.

Attended the Pride Festival.

Council Member Zinner

CM Zinner recognized the Independence Day Commission, especially Taryn Martin for creating a brand to make this parade a successful event. She is looking forward to volunteering on Saturday.

CM Zinner attended the MML Conference for the first time and was happy to be the Flag Bearer.

The HPC will meet next Tuesday at 7pm.

Council Member Ringsaker

CM Ringsaker attended the Pride Festival , Youth Festival, MML.

CM Ringsaker wishes Troop 965 good luck as they travel to Horseshoe Camp.

The Wage and Benefit will meet on July 16th at 6:30pm.

Council Member Martin- Absent

Business from Council President Glenn:

CP Glenn welcomed back Mr. Whittie

CP Glenn attended the Change of Command Ceremony on APG.

The Sign Ordinance will be forthcoming as there are additional amendments.

Also attended MML with other council members and had the opportunity to network with counterparts from other municipalities and state elected officials.

Comments from Citizens:

Mr. Bob Robinson- Thanked CM Boyer for her thoroughness when reviewing and proposing changes to the traffic performance standards.

Mr. Al Caffo- Fountain St. - Will be volunteering at the Maritime Museum this weekend and welcomes the Lockwood at the pier to the public.

A motion was made by CP Glenn and seconded by CM Tomarchio to adjourn at 8:45pm pm. Motion carries 5-0

Re-appt.



**APPLICATION FOR APPOINTMENT TO  
CITY SPONSORED ORGANIZATIONS  
410-939-1800**

**Commission/Committee/Board Appointment Sought:** Street and Traffic Safety

**Name:** J.W. Walker, Esq.

**Date:** May 1, 2019

**Address:** , Havre de Grace, MD 21078

**Home Phone:** n/a

**Work Phone:** 410-709-1460

**Cell Phone:** 410-709-1460

**E-Mail:** JWWalkeresq@gmail.com

**Occupation:** Attorney

**Place of Employment:** Flagship Real Estate Services, LLC

**Residency History:** 1987-2011 - J.W. Walker, Esq. - 6000 - 10000 - 10000 - 10000

**Education Background:** HdeG High School; Salisbury University – BA’s in History and Political Science; University of Baltimore - JD

**Special Interests:** Boy Scouts, Ravens and Orioles

**Personal Observations/Comments:** N/A

**Committee/Commission/Board Sponsor:** Renewal – N/A

Please complete form and return to:  
Office of the Mayor  
(Attention: Mrs. Shyla Scott)  
Havre de Grace City Hall  
711 Pennington Avenue  
Havre de Grace, MD 21078  
[shylas@havredegracemd.com](mailto:shylas@havredegracemd.com)

Re-appt



**APPLICATION FOR APPOINTMENT TO  
CITY SPONSORED ORGANIZATIONS  
410-939-1800**

**Commission/Committee/Board Appointment Sought:**

Havre de Grace Historic Preservation Commission

**Date:** May 30, 2019

**Name:** Jean M. Johnson

**Address:** Havre de Grace, MD 21078

**Home Phone:** Work Phone: n/a

**Cell Phone:** E-Mail: [JeanMJohnson@gmail.com](mailto:JeanMJohnson@gmail.com)

**Occupation:** Librarian (retired)

**Place of Employment:** Lehigh University (Bethlehem, PA), previously

**Residency History:** Native; Returned to live here full-time in 2015.

**Education Background:**

Havre de Grace High School

Bates College, Johns Hopkins University, Bachelor's Degree

Rutgers, The State University of New Jersey, Master's in Library Service

**Special Interests:** Local History, Environmental activism

Gardening, Travel, Reading, Birding

**Personal Observations/Comments:** I look forward to another term on the Commission if appointed. I think Havre de Grace is an extraordinary place for learning and celebrating our history. Historic preservation is an essential component in taking our history seriously for all age groups.

**Committee/Commission/Board Sponsor:** Ron Browning



Re-appointment.

APPLICATION FOR APPOINTMENT TO  
CITY SPONSORED ORGANIZATIONS  
410-939-1800

Commission/Committee/Board Appointment Sought: Historic Preservation Commission

Name: Ellen Eltgroth Date: 7/9/19

Address: 500 S. ...

Home Phone: ← Work Phone: ←

Cell Phone: ← E-Mail: ellen\_eltgroth@hotmail.com

Occupation: Artist/Homemaker

Place of Employment: Home

Residency History: Lived in Havre de Grace since Oct. 1998

Education Background: M. Arch 1977, Univ. of PA

B.A. Fine Arts. 1973 Rider University

Special Interests: Art, Gardening

Personal Observations/Comments: I want to see Havre de Grace thrive and grow while preserving its historic character.

Committee/Commission/Board Sponsor: Ron Browning for extension of present term.

Please complete form and return to:  
Office of the Mayor  
(Attention: Mrs. Shyla Scott)  
Havre de Grace City Hall  
711 Pennington Avenue  
Havre de Grace, MD 21078

RESOLUTION 2019-\_\_\_\_\_

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, (“CITY”) PURSUANT TO THE AUTHORITY OF ARTICLE XI-E OF THE CONSTITUTION OF MARYLAND, THE PROVISIONS OF ARTICLE 23A OF THE ANNOTATED CODE OF MARYLAND, AND SECTION 76 OF THE CHARTER OF HAVRE DE GRACE, MARYLAND, TO APPROVE A LEASE OF A PORTION OF CITY PROPERTY TO THE HAVRE DE GRACE ALLIANCE, INC (“ALLIANCE”)**

**WHEREAS**, the Mayor and City Council of Havre de Grace is the owner of the real property and a building known as 710 Market Street, Havre de Grace, Maryland; and

**WHEREAS**, the Alliance is a Maryland 501c3 Not for Profit Corporation whose mission is to work collaboratively with the City and other business organizations within the City to provide and promote business, marketing and tourism information, as well as data in part for the public purposes of the City as a whole; and

**WHEREAS**, the City supports the mission of the Alliance, and has offered a lease agreement (EXHIBIT A), which will provide a small area within the City owned building located at 710 Market Street, Havre de Grace, Maryland 21078 for use as an office; and

**WHEREAS**, this lease arrangement not only promotes a positive working relationship, but also maintains a physical on-site presence of personnel, acting as a care-taker to the extent only that any property issues (inside and outside) are immediately reported; and

**WHEREAS**, the Mayor and City Council believe creating this lease to be in the best interest of the general welfare of the residents of the City of Havre de Grace,

**NOW, THEREFORE**, it is on this 15<sup>th</sup> day of July 2019, resolved and ordained by the Mayor and City Council that the Mayor is authorized to extend the terms and conditions of the lease arrangement for a portion of the premises at 710 Market Street, Havre de Grace, Maryland, 21078 substantially in the form of the lease attached as EXHIBIT A to this Resolution.

ATTEST:

MAYOR AND CITY COUNCIL OF  
HAVRE DE GRACE

\_\_\_\_\_  
Patrick D. Sypolt, Director of Administration

\_\_\_\_\_  
William T. Martin, Mayor

Introduced: July 15, 2019  
Adopted: July 15, 2019

1  
2 EXHIBIT A

3  
4 **LEASE AGREEMENT**

5  
6 **THIS LEASE AGREEMENT** ("Lease") is effective as of this 15th day of July, 2019, between  
7 **THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE**, a Maryland municipal corporation,  
8 711 Pennington Avenue, Havre de Grace, Maryland 21078 ("Landlord") and **HAVRE DE GRACE**  
9 **ALLIANCE INC.**, a Maryland 501 (c) 3 non-profit corporation, whose mailing address is 356 Congress  
10 Avenue, Suite 203, Havre de Grace, Maryland 21078 ("Tenant").

11  
12 SECTION 1  
13 DEMISE

14  
15 Landlord hereby rents to Tenant and tenant hereby rents from Landlord approximately 400 square feet  
16 comprised of two rooms and a restroom on the second floor of the Moore Family Home located at 710  
17 Market Street, Havre de Grace, Maryland 21078 ("Building"), and shown on the attached "Exhibit B"  
18 ("Premises"), on the terms and subject to the conditions set forth in this Lease.

19  
20 SECTION 2  
21 PERMITTED USE

22  
23 The Premises shall be used by Tenant as an office by the Tenant for the conduct of its lawful  
24 business and for no other purpose.

25  
26 SECTION 3  
27 COMMON AREAS

28  
29 In addition to the use of the Premises, Tenant, its employees, and business invitees shall have the  
30 right to use the entranceways, restrooms, sidewalks, and any other areas so provided by Landlord  
31 ("Common Areas") in common with Landlord and other tenants of the Building, their employees, and  
32 business visitors. Tenant shall not obstruct the Common Areas or use them for any purpose other than their  
33 customary or intended purposes. The Tenant acknowledges that there are no reserved parking spaces for the  
34 Tenant.

35  
36 All Common Areas shall be subject to the exclusive control of Landlord. Landlord shall operate,  
37 manage, equip, police, light, and maintain the Common Areas, all in such manner as Landlord, in its sole  
38 discretion, may, from time to time determine, and Landlord shall have the sole right and exclusive authority  
39 to employ and discharge all personnel with respect thereto. Landlord hereby expressly reserves the right to  
40 maintain security for the Common Areas; to use and to allow others to use the Common Areas for any  
41 purpose; to change the size, area, level, location, and arrangement of the Common Areas; to close  
42 temporarily all or any portion of the Common Areas for the purpose of making repairs, changes, or  
43 alterations thereto or performing necessary maintenance in connection with any emergency or for any other  
44 purpose whatsoever, whether such purpose is similar or dissimilar to the foregoing. If the size, area, level,  
45 location, or arrangement of such Common Areas or the type of facilities at any time forming a part thereof  
46 be changed, altered, rearranged, or diminished, Landlord shall not be subject to any liability therefore, nor  
47 shall Tenant be entitled to any compensation or diminution or abatement of Rent (as defined herein)  
48 therefore, nor shall such alternation, rearrangement, revocation, change, or diminution of such Common  
49 Areas be deemed a constructive or actual eviction or otherwise be grounds for terminating or modifying  
50 this Lease.

51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97

SECTION 4  
TERM

The term of this Lease shall be for one year, commencing on July 15, 2019, and shall be automatically renewable for consecutive one-year terms, unless otherwise terminated or amended by the parties as provided under this Lease. The consecutive renewable terms shall not exceed a period of five (5) years. Upon expiration of the five-year period, Tenant will be required to obtain approval a new Lease from the Mayor and City Council.

SECTION 5  
RENT

Tenant shall pay the Landlord Three Thousand Dollars (\$3,000.00), as annual rent ("Rent") which may be paid in full or in monthly installments of Two Hundred Fifty Dollars (\$250.00) per month. The monthly installment of Rent shall be due on or before the first day of each month during the term of this Lease. Any payment of Rent or Additional Rent (as hereinafter defined) made more than ten (10) days after the same becomes due shall be subject to a late charge of (10%) of the amount due. Tenant shall have the option to pay Rent, or any portion of the Rent, in advance of the date it is due at any time.

SECTION 6  
AFFIRMATIVE COVENANTS OF TENANT

Tenant, hereby covenants with Landlord as follows:

- (a) to pay the Rent as aforesaid;
- (b) to surrender the peaceful and quiet possession of the Premises at the end of the term, in as good condition as when received (normal wear and tear and damage from insured events excepted).
- (c) to cause all containers, rubbish, garbage and debris accumulated therein to be stored within the Premises, to be hauled away from there for disposal prior to accumulation of any substantial quantity.
- (d) Tenant shall observe and comply with all laws, ordinances and regulations of public authorities in the conduct of its business in and about the Premises.
- (e) Landlord shall provide gas, electric, public water and sewerage services, as part of Rent
- (f) That by entering into and occupying the Premises, Tenant shall be deemed to acknowledge that the Premises are in good order and repair.

SECTION 7  
NEGATIVE COVENANTS OF TENANT

Tenant hereby covenants that Tenant will not do, suffer, or permit any of the following:

- (a) Anything to be done in or about the Premises which will contravene any policy of insurance against loss by fire.
- (b) Use or permit to be used, the Premises for the purposes other than as an office for the Tenant in the conduct of its lawful business.
- (c) Use or occupy or suffer or permit the Premises or any portion thereof to be used or occupied for any purpose contrary to the laws, ordinances, orders, resolutions and regulations of all governmental bodies or agencies having jurisdiction.

98 (d) Assign this Lease, in whole or in part, or permit the assignment by operation of law or  
99 otherwise, or sublet the Premises or any portion thereof, without the consent in writing of  
100 Landlord.

101  
102 SECTION 8  
103 QUIET ENJOYMENT

104  
105 Provided Tenant is not in default hereunder, Landlord covenants that Tenant shall quietly enjoy the  
106 Premises during the term hereof.

107  
108 SECTION 9  
109 MAINTENANCE, REPAIRS AND ALTERATIONS

110  
111 Tenant shall not make any alterations, additions, or repairs unless authorized by the Landlord shall  
112 be done at Tenant's own expense. ❄

113  
114 Landlord shall be responsible for the maintenance and repair of the heating and air conditioning  
115 units, plumbing, structural walls, foundation, roof, walkways and the maintenance and repair of the  
116 exterior of the Premises and any Common Areas that are not described as part of the Premises, trash  
117 removal from exterior receptacles, snow removal, grass cutting and landscaping, extermination services,  
118 custodial services, , light bulbs, window glass, , electrical systems, and security to the premises. Tenant  
119 shall be responsible for maintaining in good order the leased area, including but not limited to any and all  
120 damage, and any redecorating or repainting. The Tenant also agrees to act as the property caretaker to the  
121 extent only that any property issues (inside or outside) is immediately reported to the Director of  
122 Administration and/or Director of DPW. ? "ARE"

123  
124 SECTION 10  
125 ADDITIONAL RENT

126  
127 Except as otherwise specifically provided herein, this Lease shall be on a "net, net, net" basis.  
128 Tenant shall pay as "Additional Rent" throughout the term hereof, in addition to the said Rent previously  
129 stated, all sums which may become due by reason of the failure of Tenant to comply with any of the  
130 covenants of this Lease; all damages, costs and expenses which Landlord may suffer or incur by reason  
131 of any default of Tenant or failure on the part of Tenant to comply with any of the covenants of this  
132 Lease, and the amount of all damage to the Premises, Common Areas, or building, caused by any act or  
133 neglect of Tenant, its agents, servants, employees, clients, invitees or assigns, provided, however, that  
134 Tenant has failed to promptly repair such damage after having received written notification thereof from  
135 Landlord.

136  
137  
138  
139  
140  
141  
142  
143 SECTION 11  
144 PUBLIC LIABILITY INSURANCE  
145

146 Tenant shall maintain public liability insurance covering injuries to persons and damage to  
147 property within the Premises with policy limits of not less than Three Hundred Thousand Dollars  
148 (300,000.00) for injuries to one person and One Million Dollars (1,000,000.00) for injuries to more than  
149 one person in a single incident, and Fifty Thousand Dollars (\$50,000.00) for property damage arising  
150 out of any one incident. The policies of insurance shall name the Landlord as additional insured. Tenant  
151 shall deliver a copy of the policy or other evidence of such insurance to Landlord within sixty (60) days  
152 of the execution of this Lease.

153  
154 SECTION 12  
155 DAMAGE OR DESTRUCTION OF PREMISES  
156

157 If the Premises are damaged by fire, the elements, accident or other casualty, said events hereafter  
158 collectively referred to as "casualty" and the Premises are not thereby rendered untenable, in whole or in  
159 part, Landlord shall promptly, at its expense, cause such damage to be repaired, without abatement of Rent.  
160 If as a result of casualty, the Premises are rendered untenable in part, Landlord shall, at its expense, cause  
161 such damage to be repaired and the Rent shall abate proportionately as to the portion of the Premises  
162 rendered untenable from the date of such casualty until the Premises, or any portion thereof, has been  
163 rendered tenable. In no event shall Landlord be liable for interruption to Tenant's business or for damage  
164 to or replacement or repair of Tenant's personal property, including fixtures, furniture, equipment and other  
165 property removable by Tenant under the provisions of this Lease.

166  
167 Any other Provision of this Lease notwithstanding anything to the contrary, if the Premises are (a)  
168 rendered wholly untenable, or (b) damaged as a result of any cause which is not fully covered by  
169 Landlord's insurance, or (c) if the building or buildings of which the Premises are a part are damaged to the  
170 extent of fifty percent (50%) or more of the floor area thereof, then in any such event, Landlord may  
171 terminate this Lease by giving Tenant notice within ninety (90) days after the occurrence of such event.  
172 The Rent shall be adjusted as of the date of such termination as specified in the aforesaid notice.

173  
174 If the building of which the Premises are a part are so substantially damaged that it is reasonably  
175 necessary, in Landlord's judgement, to demolish such building or buildings for the purpose of  
176 reconstruction, Landlord may demolish the same, and Landlord or Tenant may terminate this Lease by  
177 delivering within thirty (30) days of such casualty to the other party to the Lease a notice of election to  
178 terminate this Lease. If the Lease is not terminated, the Rent and other charges shall abate as if the Leased  
179 were rendered untenable by a casualty.

180  
181 Any other provision of this Lease notwithstanding anything to the contrary, Landlord shall not be  
182 obligated to make repairs, the cost of which exceeds Landlord's recovery under its fire and casualty  
183 insurance.

184  
185  
186  
187  
188 SECTION 13  
189 SIGNS  
190

191 Any signs erected by Tenant shall be expressly contingent on the Landlord's approving the style,  
192 size, color and location of the sign. Landlord has the absolute right to deny Tenant permission to erect any  
193 sign for any reason or for no reason. All signs shall comply with all applicable governmental rules,  
194 regulations, statutes, ordinances and requirements.

195  
196 SECTION 14  
197 DEFAULT AND REMEDIES  
198

199 If the Rent shall be ten (10) days or more in the arrears Landlord shall have the right to distrain for  
200 the same, and to re-enter and take possession and, if Landlord elects, to terminate this Lease. If tenant shall  
201 violate any of the covenants by Tenant herein made, Landlord shall have the right upon ten (10) days  
202 written notice to re-enter and take possession and, if Landlord so elects, to terminate this Lease. Should  
203 Landlord incur any expense in enforcing any provision of this Lease, the Tenant shall pay the Landlord all  
204 expenses so incurred, including actual attorney's fees.  
205

206 SECTION 15  
207 HOLDING OVER  
208

209 Should Tenant hold over in possession of the Premises after the expiration of this Lease, Tenant  
210 shall be deemed to be occupying the Premises from month to month, subject to such occupancy being  
211 terminated by either party upon at least thirty (30) days written notice, at double the Annual Rent and  
212 Additional Rent in effect at the expiration of this Lease, all calculated from time to time as though this  
213 Lease had continued, and otherwise subject to all of the other terms, covenants, and conditions of this  
214 Lease insofar as the same may be applicable to a month-to month tenancy. In addition, Tenant shall pay as  
215 Additional Rent to Landlord for all damages sustained by reason of Tenant's retention of possession.  
216 Nothing in this Section excludes Landlord's rights of reentry or any other right hereunder.  
217

218 SECTION 16  
219 FORCE MAJEURE  
220

221 This Lease and the obligation of Tenant to pay Rent hereunder and perform all of the other  
222 covenants and agreements hereunder on the part of Tenant to be performed shall not be affected, impaired,  
223 or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to  
224 supply or is delayed in supplying, any service to be supplied by it under the terms of this Lease, or is unable  
225 to make or is delayed in making, any repairs, additions, alterations, or decorations or is unable to supply, or  
226 is delayed in supplying, any equipment or fixtures, if Landlord is prevented or delayed or otherwise  
227 hindered from doing so by reason of any outside cause whatsoever, including without limitation, acts of  
228 God, fire, earthquake, flood, explosion, action of the elements, declared or undeclared war, riots, civil  
229 disturbances, inability to procure or a general shortage of labor, equipment, energy, materials, or supplies in  
230 the open market, breakage or accident to machinery, partial or entire failure of utilities, failure of  
231 transportation, strikes, lockouts, action of labor unions, condemnation, injunction court order or decree,  
232 governmental preemption, any rule, order or regulation of any department or subdivision of any  
233 government agency, or the conditions of supply and demand which have been or are affected by war or  
234 other emergency. Similarly, Landlord shall not be liable for any interference with any services supplied to  
235 Tenant by others if such interference is caused by any of the reasons listed in this section. Nothing  
236 contained in this Section shall be deemed to impose any obligation on Landlord not expressly imposed by  
237 other provisions of this Lease.  
238

239  
240 SECTION 17  
241 SURRENDER OF PREMISES  
242

243 At the expiration or earlier termination of the Term of this Lease, Tenant shall peaceably surrender  
244 the Premises in clean condition and good order and repair and otherwise in the same condition as the  
245 Premises were upon the commencement of this Lease or after completion of repairs or construction made  
246 with the Landlords consent, except (i) ordinary wear and tear, (ii) to the extent the Premises is not required  
247 to be repaired and/or maintained by Tenant, and (iii) damage by fire or other casualty except to the extent  
248 there is actually paid to Landlord, to repair any damages to the Premises, sufficient new proceeds from the  
249 policies of insurance which Tenant is obligated to provide and to maintain under the provisions of this  
250 Lease.

251  
252 If Landlord elects to require that alterations, installations, changes, replacements, additions, or  
253 improvements made by the Tenant to the Premises be removed at the termination of this Lease, Tenant  
254 hereby agrees to cause the same to be removed at its sole cost and expense. If Tenant fails to remove the  
255 same, Landlord may cause them to be removed at Tenant's expense, and Tenant hereby agrees to reimburse  
256 Landlord for the cost of such removal together with all and any damages which Landlord may suffer and  
257 sustain by reason of failure of Tenant to remove the same. At Landlord's election, any or all of the  
258 alterations, installations, changes, replacements, additions to, or improvements made by Tenant upon the  
259 Premises shall remain at the termination of this Lease and not be removed. Tenant shall surrender to  
260 Landlord all keys for the Premises at the place then fixed for the payment of Rent and shall notify Landlord  
261 in writing of all combinations of locks, safes, and vaults, if any, in the Premises. Tenant's obligation to  
262 observe and perform the covenants set forth in this Section shall survive the expiration or earlier  
263 termination of this Lease.

264  
265 At the termination of this Lease, Tenant shall immediately remove all property which it owns and is  
266 permitted to remove from the Premises under the provisions of this Lease, and, failing to do so, Landlord at  
267 its option may either (i) cause that property to be removed at the risk and expense of Tenant (both as to loss  
268 and damage) and Tenant hereby agrees to pay all reasonable costs and expenses incurred thereby, including  
269 sums paid to store the property elsewhere and the cost of any repairs to the Premises caused by the removal  
270 of the property, or (ii) upon five (5) days written notice to Tenant, which the parties agree is commercially  
271 reasonable, sell at public or private sale any or all of such property, whether exempt or not from sale under  
272 execution or attachment (such property being deemed charged with a lien in favor of Landlord for all sums  
273 due hereunder), with the proceeds to be applied as set forth herein, at Landlord's option, title shall pass to  
274 Landlord.

275  
276  
277  
278  
279

280 SECTION 18  
281 RULES AND REGULATIONS FOR BUILDING

282  
283 Tenant agrees to be bound by reasonable rules and regulations adopted by the Landlord for the  
284 Building. Landlord reserves the right from time to time to adopt and promulgate rules and regulations  
285 applicable to the Building and to supplement such rules and regulations, and Tenant agrees to be bound  
286 thereby. Notice of such rules and regulations and of any amendment and supplements thereto shall be  
287 given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations. A  
288 breach of any of such rules and regulations, whether now existing or hereinafter adopted, shall be deemed a  
289 breach of Lease. Landlord shall not be liable to Tenant or responsible for any costs or damages for failure  
290 to enforce the rules and regulations uniformly.

291



292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340

SECTION 19  
NO AFFILIATION

Landlord is not in any way or for any purpose, a partner or agent of Tenant in the conduct of its business, While the Landlord and Tenant do have a collaborative relationship as stated in Resolution 2018-19 and a MOU established on October 15, 2018 (see Exhibit C), is not in any way affiliated with Tenant its business, its policies, its positions, or otherwise. This Lease establishes a relationship solely of Landlord and Tenant.

SECTION 20  
NO WAIVER OF BREACH

No waiver by Landlord of any breach of any one or more of the terms, covenants, conditions and agreements in this Lease shall be deemed to imply or constitute a waiver of the terms, covenants, conditions, and agreements or any subsequent breach thereof, and the failure of Landlord to insist upon the strict performance of the terms, covenants, conditions and agreements herein contained shall not imply or constitute any such waiver, but Landlord’s right to enforce the terms, covenants, conditions and agreements shall continue in full force and effect notwithstanding one or more waivers.

SECTION 21  
PARAGRAPHS EACH COVENANT AND AGREEMENT

Landlord and Tenant agree that all of the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof.

SECTION 22  
NOTICES

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease on the other, such notice or demand shall be given or served (and shall not be deemed to have been duly given or served unless) in writing and forwarded by certified mail.

SECTION 23  
COUNTERPARTS

This Lease may be executed in multiple counterparts or in duplicate, and when so executed by all parties shall constitute one agreement.

SECTION 24  
COMPLETE AGREEMENT

This Lease contains the entire agreement between the parties, and no representations, inducements, promises or agreements oral or otherwise, not embodied herein, shall be of any force or effect. This Lease cannot be changed or modified except by a written instrument subsequently executed by the parties hereto.

SECTION 25

341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389

TIME OF ESSENCE

Time is of the essence in all provisions of this Lease to be performed by or on behalf of Tenant.

SECTION 26  
HEADINGS FOR CONVENIENCE ONLY

The headings used herein are for convenience and shall not be resorted to for purposes of interpretation or construction hereof.

SECTION 27  
CONSTRUCTION OF PRONOUNS

Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa and the plural shall be substituted for the singular number or vice versa in any place or places in which the context may require such substitution or substitutions.

SECTION 28  
APPLICABLE LAW

This Lease shall be interpreted and construed in accordance with the laws of the State of Maryland.

WITNESS the hands and seals of the parties hereto as of the day and year first above written, the parties intending this Lease to be a sealed instrument.

ATTEST:

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

\_\_\_\_\_  
Patrick D. Sypolt  
Director of Administration

By: \_\_\_\_\_  
William T. Martin, Mayor

ATTEST:

**HAVRE DE GRACE ALLIANCE, INC.**

\_\_\_\_\_  
President or Authorized Agent

REVIEWED FOR LEGAL SUFFICIENCY:

\_\_\_\_\_  
April C. Ishak, City Attorney

390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419

STATE OF MARYLAND, HARFORD COUNTY:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2019, before me the subscriber or Notary Public of the State of Maryland, in and for Harford County, personally appeared William T. Martin, Mayor of the City of Havre de Grace, who acknowledged that, being authorized to do so, he executed this Lease Agreement on behalf of The Mayor and City Council of Havre de Grace as Mayor.

AS WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, HARFORD COUNTY:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2019, before me the subscriber or Notary Public of the State of Maryland, in and for Harford County, personally appeared \_\_\_\_\_, President or Authorized Agent of Havre de Grace Alliance-, Inc., who acknowledged that, being authorized to do so, he/she executed this Lease Agreement on behalf of Havre de Grace Alliance, Inc. as President or Authorized Agent.

AS WITNESS my hand and notarial seal.

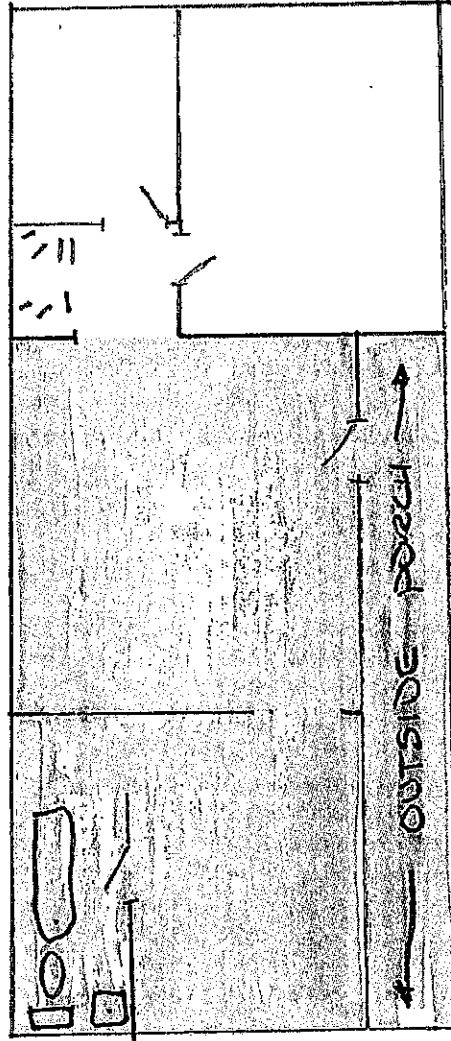
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

EXHIBIT B

← MARKET STREET →

710 MARKET STREET  
- SECOND FLOOR -  
(NOT TO SCALE)



# EXHIBIT C

## RESOLUTION NO. 2018- 19

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTION 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND TO AUTHORIZE THE MAYOR TO ENTER INTO AN AMENDED MEMORANDUM OF UNDERSTANDING WITH THE HAVRE DE GRACE ALLIANCE, INC. TO OUTLINE THE COLLABORATIVE RELATIONSHIP BETWEEN THE CITY AND THE HAVRE DE GRACE ALLIANCE, INC.**

**WHEREAS**, the Havre de Grace Alliance, Inc. ("Alliance") and the City of Havre de Grace ("City") have discussed and agreed upon a collaborative relationship among themselves to work together and with other local business organizations in an effort to benefit the City as a whole which relationship was previously outlined in a Memorandum of Understanding dated May 10, 2016 and July 17, 2017; and

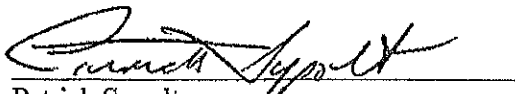
**WHEREAS**, the City desires to renew and continue this collaborative relationship by entering a into an amended Memorandum of Understanding attached as Exhibit A; and

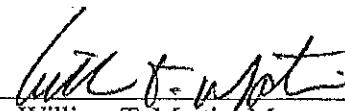
**WHEREAS**, the amended Memorandum of Understanding more clearly sets forth the understanding of the parties;

**NOW THEREFORE**, it is this 15th day of October, 2018 determined, decided and resolved by the Mayor and City Council that the Mayor is authorized to enter into a Memorandum of Understanding and the Mayor is directed to execute the same

ATTEST:

MAYOR AND CITY COUNCIL OF  
HAVRE DE GRACE

  
Patrick Sypolt  
Director of Administration

  
By: William T. Martin, Mayor

Introduced and adopted: October 15, 2018

1 MEMORANDUM OF UNDERSTANDING

2  
3 This Memorandum of Understanding dated the 15<sup>th</sup> day of October, 2018 between the  
4 Mayor and City Council of Havre de Grace, Maryland (City) and the Havre de Grace Alliance, Inc.  
5 (HDGA) is intended to set forth the parties' agreement and understanding concerning their  
6 relationship.  
7

8 Whereas, HDGA was established as a tax-exempt corporation under IRS Code 501(c)(3) to  
9 work collaboratively with the City and other business organizations within the City to provide  
10 business, marketing and tourism information and data in part for the public purposes of the City as  
11 a whole;  
12

13 Whereas, HDGA also has goals of providing analysis of the information and data and  
14 strategic level suggestions for the public purposes of the City as a whole;  
15

16 Whereas, the goals of HDGA have the objective of collaborative solutions with the City to  
17 not only maintain but to also revitalize the entire City community, making it economically vibrant  
18 and safe for persons and property and environmentally sound and clean for future generations;  
19

20 Whereas, the City welcomes input from citizen based organizations which share and  
21 support the goals of HDGA;  
22

23 Whereas, the City and HDGA have agreed to the terms of this Memorandum of  
24 Understanding to outline and confirm their relationship.  
25

26 1. Relationship. HDGA understands and agrees that it is designated by the Mayor  
27 with the consent of the City Council to provide data and reports to the City regarding business,  
28 marketing and tourism and the appointment is dependent upon having a good working relationship  
29 at all times with the Mayor and the City.  
30

31 2. Annual Audit. HDGA shall annually make available to the City all of its books and  
32 records such that the City, or its agent, can conduct an audit for any public income received or  
33 expenses incurred by HDGA. Regular reviews can occur on thirty (30) day notice. An annual audit  
34 shall be provided with the annual report to the City. The HDGA budget cycle shall follow the  
35 City's budget cycle.  
36

37 3. Operational Role. HDGA shall have the role in concert with the City Department  
38 of Economic Development of obtaining information and data regarding business, marketing and  
39 tourism for the City as a whole and sharing that raw information and data with the City  
40 Administration in a public fashion. HDGA shall consult directly with the City Administration and  
41 provide recommendations for improving the overall economic development strength of the City,  
42 marketing of businesses in the City and expanding the City's tourism role. HDGA shall provide an  
43 annual report to the Mayor and City Council on its activities and its report by the first meeting in  
44 December each year. The annual report shall include the annual audit and accountability of funding  
45 post-award of funds to applicants.  
46

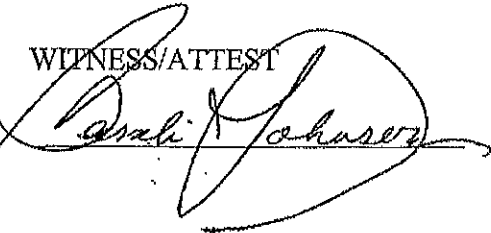
47 4. Logistical Role. The City shall have the role of considering any administrative or  
48 legislative needs of the City related to proposed recommendations at the City, County, State or  
49 Federal level, and shall be the sole point of contact with said outside entities related to those needs.  
50 The City shall be the applicant for grants or applications for payment or money from the State or  
51 Harford County related to the HDGA activities, except for those that must be given solely to a not  
52 for profit private entity. The City shall have final approval for any marketing that makes use of the  
53 name of the City of Havre de Grace or its streets.  
54

55 5. By-Laws/Meetings. HDGA shall have bylaws and they shall address: 1) The  
56 manner in which any applications for funds by businesses to HDGA are solicited and reviewed by  
57 HDGA; 2) conflict of interest rules should there be participation of Board members in the grant or  
58 loan process of HDGA; 3) Participation by the Mayor or City Council members on the HDGA  
59 Board; 4) neither the board nor any of its members may use their position to assert authority or  
60 influence to otherwise interfere with an election; or engage in political behavior while on duty,  
61 although individual members who wish to express their opinions or views may do so if their public  
62 statements are accompanied by a disclaimer that their opinion is not the opinion of the HDGA; 5)  
63 duties of members and officers; 6) election, removal, replacement or succession of HDGA Board  
64 members or officers; and; 7) the timely provision of HDGA minutes to the City prior to the next  
65 subsequent HDGA meeting.  
66


67 6. Main Street Responsibility: Manage the Main Street Designation in accordance  
68 with the Main Street Manager community requirements and the Main Street Letter of Agreement.  
69 (Example attached)  
70

71 7. Term. This MOU shall automatically renew in one (1) year from the date of this  
72 MOU unless either party submits an amendment by July 1<sup>st</sup>.  
73

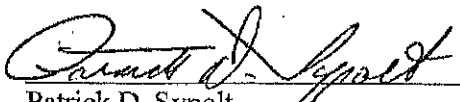
74  
75 WITNESS/ATTEST

76   
77  
78  
79

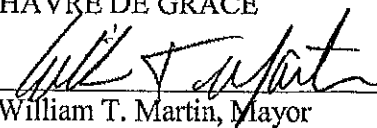
HAVRE DE GRACE ALLIANCE, INC,

By:   
Name: Johnny Boker  
Title: President

80  
81 WITNESS/ATTEST

82  
83   
84 Patrick D. Sypolt,  
85 Director of Administration  
86  
87

MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE

By:   
William T. Martin, Mayor

88 Approved as to form:

89   
90 April C. Ishak  
91 City Attorney for Havre de Grace  
92

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

**ORDINANCE NO. 1022**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HAVRE DE GRACE PURSUANT TO THE AUTHORITY PROVIDED BY THE MARYLAND CONSTITUTION ARTICLE XI-E, THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND CITY CHARTER SECTIONS 33 AND 34 AMENDING THE CITY CODE CHAPTER 205: ZONING, ARTICLE II, SECTION 205-13, ENTITLED “DEFINITIONS” BY MODIFYING THE DEFINITION OF MUSEUM AND DEFINING WHERE SUCH USES ARE PERMITTED.**

14 **WHEREAS**, the Mayor and City Council desire to modify the definition of “MUSEUM”  
15 to allow certain buildings, places or institutions to be classified as a museum when their  
16 primary purpose is to commemorate the unique and historic significance of a property; and  
17

18 **WHEREAS**, the Mayor and City Council have determined that buildings, places or  
19 institutions meeting the definition of MUSUEM shall be a permitted use in all zoning  
20 districts.

21  
22 **NOW THEREFORE, BE IT ORDAINED, AS FOLLOWS:**

- 23  
24 1. Article, II Section 205-13, entitled “Definitions”, shall be amended as follows, with  
25 words shown **bold underlined** to be added and those shown [~~bracketed with strikeout~~]  
26 to be deleted;

27  
28 MUSEUM

29 A building, place, or institution devoted to the acquisition, conservation, study,  
30 exhibition, and education interpretation of objects having scientific, cultural historical, or  
31 artistic value[-], **and its primary purpose and operation is to commemorate the unique**  
32 **and historic significance of the property upon which it is situated, shall be a permitted**  
33 **use in all zoning districts.**  
34

- 35  
36 2. The remainder of “Code Chapter 205: Zoning” shall be unchanged.  
37

38 In accordance with the provisions of Title 21 Section 21.04.020, and Zoning Code text  
39 amendments shall become effective on the date of approval by the City Council after the  
40 second reading, except that if the date of City Council approval is less than ten days after  
41 the close of the City Council’s public hearing on these Zoning Code amendments, the  
42 effective date of the amendment shall be ten days after the close of the public hearing on the  
43 Zoning Code amendments.  
44  
45  
46



47 ATTEST:

48

49

50

51

52 \_\_\_\_\_  
53 PATRICK D. SYPOLT  
54 DIRECTOR OF ADMINISTRATION

THE MAYOR AND CITY COUNCIL  
OF HAVRE DE GRACE

\_\_\_\_\_  
WILLIAM T. MARTIN, MAYOR

54

55 First Reading: 6/3/19

56 Public Hearing: 7/1/19

57 Second Reading/Adoption: 7/15/19

58

Event Title: SHTCO Crab Feast - Member Appreciation Event

**Organization Information:**

Host Organization: Susquehanna Hose Co.

Business Address: \_\_\_\_\_

On Site Contact: Chief Scott Hust

Contact Information: Phone \_\_\_\_\_ Email \_\_\_\_\_

413. 807-1022

The onsite contact must be at the event the entire duration to include set-up and break-down.

**Organization Status:**

Is the Host Organization a Havre de Grace 501 C3?  Yes \_\_\_ No

Non-Profit? Tax ID # 52-1060592

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

**Narrative: (Details of Event)**

Please provide a detailed narrative and/or timeline of your event including a description of activities within your event. This narrative and/or timeline will assist us in the services we provide. You may attach an addendum.

Crab Feast for members + their families  
will take own trash.

Admission Amount (if any): 0

Event Category: \_\_\_ Athletic/Recreation \_\_\_ Concert/Performance

\_\_\_ Festival \_\_\_ Carnival

\_\_\_ Parade \_\_\_ 5K/10K/Walk

\_\_\_ Rally

Other, Explain PRIVATE: RETENTION  
ACTIVITY FOR MEMBERS.

Anticipated Attendance: 200

**Date/Time:**

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

Setup Date 8/31/19 Time 1pm  
Event Starts Date 8/31/19 Time 4pm  
Event Ends Date 8/31/19 Time 8pm  
Rain Date Date: \_\_\_\_\_ Time: \_\_\_\_\_

Applicant Initial: SH

City Representative Initial: SS

**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, your communication plan and types of resources that will be at your event for medical emergencies.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signage:**

Event promotion signs can be posted no earlier than 21 days prior to the event and they are to be removed within 48 hours after.

**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.

**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 permit is not transferable to any other individual or group.**

Print Name of Event Organizer Scott Hurst / Skyler Scott on behalf of SATCO.  
Title Chief  
Signature Scott Hurst / Skyler Scott  
Date 4/19/19

Received by Skyler Scott Date: 4/19/19  
City Official

Notification: Internal Use Only:	
<input checked="" type="checkbox"/>	DPW _____
<input checked="" type="checkbox"/>	PD _____
<input checked="" type="checkbox"/>	Ambulance Corps _____
<input checked="" type="checkbox"/>	SHCO _____
<input type="checkbox"/>	Impacted Museums <u>NONE</u>

Applicant Initial: SH

City Representative Initial: SS

<b>Event:</b>	SHCO Crab Feast @ Hutchins Park	<b>Tracking ID:</b>	1011200002
<b>Dates:</b>	August 31 2019		
<b>Time of set up:</b>	2:00 PM		
<b>Take down time:</b>			
<b>Time of actual event:</b>	4-8		
<b>Location:</b>	Hutchins Park Tent		

Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	Average Regular Salary	Total Estimated Hours	Total Estimated Labor Cost	Materials Cost	Materials (Description)	Total Cost
				0	\$0.00	\$0.00		\$0.00

**PD**

**Notes**

No City Services requested

Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	Average Regular Salary	Total Estimated Hours	Total Estimated Labor Cost	Materials Cost	Materials (Description)	Total Cost
				0	\$0.00	\$0.00		\$0.00

**DPW**

**Notes**

No City services requested. Will dispose of own trash.

<b>Grand Total</b>	0	0	\$0.00	0	\$0.00	\$0.00	See above	\$0.00
--------------------	---	---	--------	---	--------	--------	-----------	--------

Event Title: Blessing By Bay

**Organization Information:**

Host Organization: Susquehanna Ministerium  
Business Address: P.O. Box 567, Havre de Grace, MD 21078 - 0567  
On Site Contact: Mary Whitehead, President (1864 John Dr, Edgewood 21040)  
Contact Information: Phone 443-752-6957 Email Spearheadmw@gmail.com

The onsite contact must be at the event the entire duration to include set-up and break-down. ✓

**Organization Status:**

Is the Host Organization a Havre de Grace 501 C3?  Yes \_\_\_ No  
Non-Profit? Tax ID # 52-1761633 - See Attached

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

**Narrative: (Details of Event)**

Please provide a detailed narrative and/or timeline of your event including a description of activities within your event. This narrative and/or timeline will assist us in the services we provide. You may attach an addendum.

Blessing By Bay - Susquehanna Ministerium - Service to be held under Tent at Frank Hutchins Park Setup @ 1 PM - Tear down by 5 PM  
Service: 2 - 4:30 PM - Blessing of BAY, Blessing of Boats & Motor cycles, Prayer for Havre de Grace City etc, Praise & Worship Teams Tables to give info regarding Susq. Ministerium activities  
Admission Amount (if any): NA | Havre de Grace City, Also Prayer Tent for Private Prayer

Event Category: \_\_\_ Athletic/Recreation \_\_\_ Concert/Performance  
\_\_\_ Festival \_\_\_ Carnival  
\_\_\_ Parade \_\_\_ 5K/10K/Walk  
\_\_\_ Rally  Other, Explain Prayer Praise, Worship & Blessings  
\_\_\_ Fishing Tournament

Anticipated Attendance: 100 +/-

Date/Time: 9/15/2019

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

Setup Date 9/15/19 Time 1 PM  
Event Starts Date 9/15/19 Time 2 PM  
Event Ends Date 9/15/19 Time 5 PM  
Rain Date Date: 9/15/19 Time: NA  
NA

Applicant Initial: mw

City Representative Initial: SS

- Expected to have 200 or more persons in attendance.

**Food Concessions/Vendors**

Yes  No Will there be food concessions/vendors?

It is your responsibility to contact the Health Department for the appropriate permit. It is your responsibility to remove (take with you) cooking oils and greases when your event is over.

**Alcohol:**

Yes  No Will there be alcohol sold at your event?

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

It is your responsibility to contact the Harford County Liquor Board for the appropriate permit. The City MUST have a copy of the approved permit from the liquor board.

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

NA

**Security:**

Yes  No I acknowledge, that I have contacted the Havre de Grace Police Department- Police Services Commander to discuss concerns regarding safety and security during the event.

**Gambling:**

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

It is your responsibility to contact the Harford County Sheriff's Department for appropriate permit? The City MUST have a copy of the approved permit from the Sheriff's Department.

**Electrical Needs:**

Yes  No Will you need City electrical connections?

If yes, please attach an electrical site plan that includes the layout of extension cords, generators and anticipated amperage draw. (see Site Map.)

**Water:**

Yes  No Will you need City water supply? If yes, please explain:

**Parking:**

Yes  No Will your event involve the use of a parking and or shuttle plan? If yes, please describe or provide an attachment of your plan.

Just the parking on the Frank Hutchins Park, Parking lot.

Applicant Initial: M

City Representative Initial: SS

*Entertainment and Related Activities:*

**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, your communication plan and types of resources that will be at your event for medical emergencies.

First Aid Table as shown on Site Plan/Map.

**Signage:**

Event promotion signs can be posted no earlier than 21 days prior to the event and they are to be removed within 48 hours after.

**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.

**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 permit is not transferable to any other individual or group.**

Print Name of Event Organizer

Mary M. Whitehead, President of  
Susquehanna Ministerium

Title

President, Susquehanna Ministerium

Signature

Mary M. Whitehead

Date

June 24, 2019

Received by

[Signature]

Date:

7/8/19

City Official

**Notification: Internal Use Only:**

- DPW \_\_\_\_\_
- PD \_\_\_\_\_
- Ambulance Corps \_\_\_\_\_
- SHCO \_\_\_\_\_
- Impacted Museums NONE

Ap

itial:

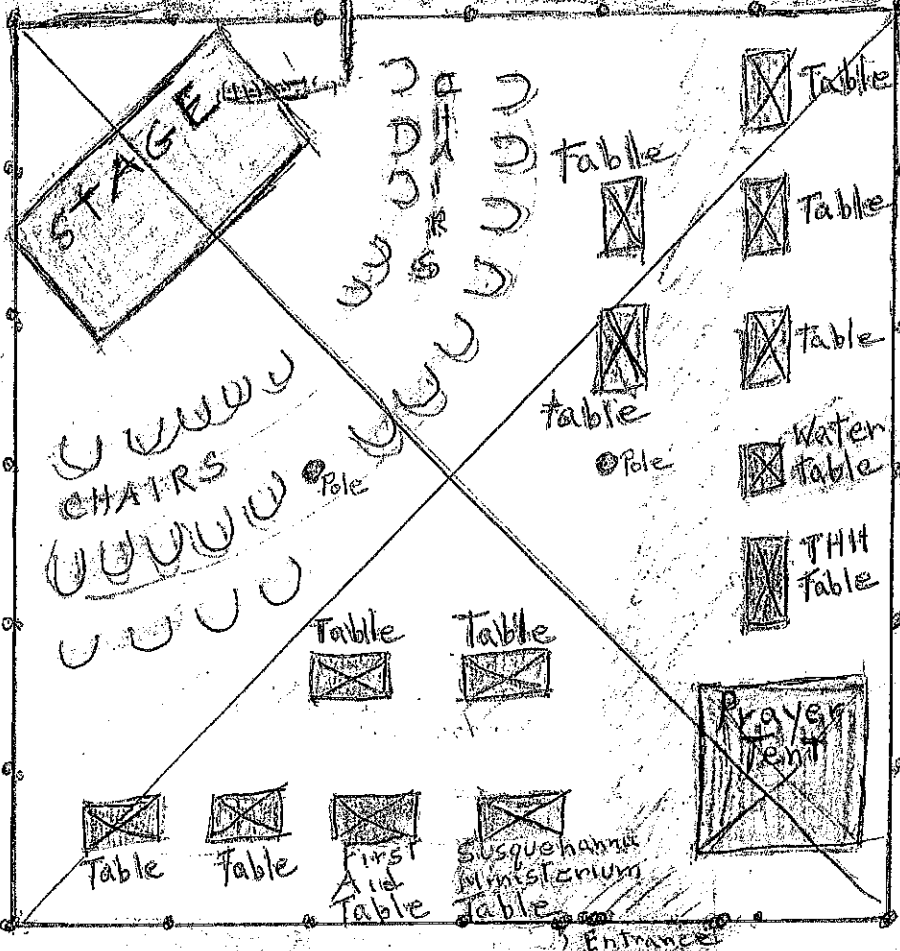
SS

# Park

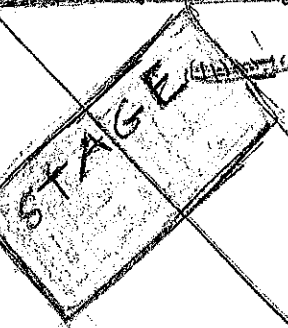
Site P1

Water

Electricity



WALKWAY



CHAIRS

TABLES

Table

table

Table

Table

table

Water table

THH Table

Table

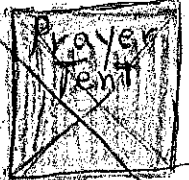
Table

Table

Table

First Aid Table

Susquehanna Ministerium Table



Entrance

## Parking Lot

PRIVATE

NO PARKING



<b>Event:</b>	Blessing by the Bay	<b>Tracking ID:</b>	1011200001
<b>Dates:</b>	9/15/19		
<b>Time of set up:</b>			
<b>Take down time:</b>			
<b>Time of actual event:</b>	2-5pm		
<b>Location:</b>	Hutchins Park Tent		

Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	Average Regular Salary	Total Estimated Hours	Total Estimated Labor Cost	Materials Cost	Materials (Description)	Total Cost
					\$0.00			\$0.00

PD

Notes: Handled by routine patrol

Number of personnel	Regular Pay (Hours)	Overtime Pay Hours*	Average Regular Salary	Total Estimated Hours	Total Estimated Labor Cost	Materials Cost	Materials (Description)	Total Cost
				0	\$0.00	\$0.00		\$0.00

DPW

Notes: No parking signs and daily trash pick up.

<b>Grand Total</b>	0	0	\$0.00	0	\$0.00	\$0.00	See above	\$0.00
--------------------	---	---	--------	---	--------	--------	-----------	--------

\*Note: Normal salary includes fringe benefits; OT salary is 1.5 times average salary