

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

RESOLUTION NO. 2020-_____

Introduced by _____ Council Member Ringsaker

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, PURSUANT TO SECTIONS 33 AND 34 OF THE CITY CHARTER AND THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND TO AUTHORIZE THE MAYOR TO ENTER INTO A LICENSE FOR PLACEMENT OF A SIGN ON THE CITY RIGHT OF WAY ON 327 S. UNION AVENUE

WHEREAS, the owner of 327 S. Union Avenue, Havre de Grace, Maryland desires to utilize the City right of way to erect a sign, replacing an existing sign;

WHEREAS, the City right of way at 327 S. Union Avenue currently has a sign erected, and is not currently being used by the City, and the City is inclined to grant a permit for the use of the area for the purposes disclosed; and

WHEREAS, the installation of the sign will promote the health, safety, and welfare of the public and serve the City’s general purposes; and

WHEREAS, the License was listed on the agenda for this City Council meeting in accordance with Resolution No. 2007-10; and

WHEREAS, the License attached as Exhibit A conforms with the requirements of Resolution No. 2007-10 and the Department of Planning Memorandum dated November 9, 2020 attached as Exhibit B describes the location of the sign.

NOW THEREFORE, it is *determined, decided, and resolved by the City Council* that the Mayor is authorized to execute such License, which License will not become binding until it is signed by the Mayor and attested by the Director of Administration.

40 *ADOPTED by the City Council* of Havre de Grace, Maryland this 16nd day of November, 2020.

41

42 *SIGNED by the Mayor and attested by the Director of Administration* this 17th day of November,
43 2020.

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45

46 ATTEST:

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48

THE MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE, MARYLAND

49

50 _____
51 Patrick D. Sypolt
52 Director of Administration

William T. Martin
Mayor

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54 Introduced: 11/16/2020

55 Passed/Adopted: 11/16/2020

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57 Effective Date: 11/17/2020

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Exhibit A



City of Havre de Grace

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

410-939-1800

LICENSE AGREEMENT

This AGREEMENT (“LICENSE”) is made this ___ day of _____, 2020, between the Mayor and City Council of Havre de Grace, Maryland (“City”), and Havre de Grace Enhanced Recovery Center, LLC c/o D. Kenneth Beyer (“LICENSEE”).

WHEREAS, the LICENSEE is the owner of the property located at 327 S. Union Avenue in Havre de Grace, Maryland; and,

WHEREAS, the LICENSEE has completed a permit application and seeks permission to encroach on City right-of-way to erect a sign; and,

WHEREAS, the sign is in accordance with the description in the permit application, is not a permanent structure, and will not adversely impact the right-of-way; and

WHEREAS, the sign will promote the health, safety, and welfare of the public and serve the City’s general purposes; 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. 2007-10; and

WHEREAS, the Council has authorized the Mayor to execute such LICENSE, which LICENSE will not become binding until the it is signed by the Mayor and attested by the Director of Administration.

83 NOW THEREFORE, in consideration of the promises contained herein, the parties agree
84 as follows:

85 **1. Property.**

86 The City grants to the LICENSEE a LICENSE to encroach into the City's right-of-way for
87 S. Union Avenue adjacent to 327 S. Union Avenue.

88 **2. Terms of Use.**

89 LICENSEE agrees:

- 90 a. Application for a LICENSE of City property shall be accompanied by a \$50.00
91 administrative fee.
- 92
- 93 b. The LICENSEE is required to pay all costs associated with the LICENSE and the
94 property, including but not limited to maintenance, repair, utilities, taxes, and
95 insurance.
- 96
- 97 c. The sign shall be maintained in good condition at all times.
- 98
- 99 d. The City reserves the right to require the owner to remove the sign at any time at
100 the owner's sole expense.
- 101
- 102 e. Prior to construction of the sign, the applicant shall contact Ms. Utility to ensure
103 that no utilities will be impacted. The report shall be forwarded to Ms. Marisa
104 Willis.
- 105
- 106 f. The LICENSE Agreement shall be executed by the property owner, and shall be
107 limited to the current owner of 327 S. Union Avenue.
- 108

109 **3. Indemnity.**

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

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116

117 **4. Restoration.**

118 The LICENSEE shall be responsible for all costs or expenses to restore the City right-of-
119 way after termination of the permitted use. The City may undertake the restoration and all costs
120 and expenses shall be assessed against the LICENSEE and the property owner, and such costs will
121 become a lien on the property until fully paid.

122 **5. Maintenance.**

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

128 **6. Term**

129 This Agreement shall remain in force for a period of five (5) years, and shall expire
130 December 31, 2025, unless the City terminates or modifies this Agreement. In its sole discretion,
131 the City Council may renew or extend this Agreement upon the request of the LICENSEE.

132 **7. Permitted Use.**

133 The temporary permitted use allowed by this Agreement is limited to the following: *use of*
134 *a portion of the S. Union Avenue right-of-way for a sign.* Any disagreement between the parties
135 about the type of use, the location of the use, or any special conditions required, shall be resolved
136 by the City in its sole discretion.

137 **8. Entire Agreement.**

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

139

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141 **9. No Waiver**

142 The LICENSEE agrees that the City’s failure to enforce any of the terms herein shall not
143 constitute a waiver.

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

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

148 **11. No Assignment**

149 This LICENSE may not be assigned by the LICENSEE without the express written consent
150 of the City Council in its sole discretion, which continuation may be permitted if the proposed
151 assignee continues the current use of the property for the remainder of the LICENSE term. Any
152 renewal of this LICENSE must in accordance with Resolution 2007-10 or any superseding
153 resolution or ordinance.

154 **12. Specific Enforcement/Breach of Contract/Attorneys’ Fees**

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

159 [Signatures to follow on the next page.]

160

161 WITNESS our hands and seals.

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164 WITNESS/ATTEST:

LICENSEE:

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Signature

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172 WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND

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177 Patrick D. Sypolt

William T. Martin, Mayor

178 Director of Administration

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181 APPROVED AS TO LEGAL SUFFICIENCY:

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184 April C. Ishak, City Attorney

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186

187 THIS LICENSE AGREEMENT RELATES TO

188 PERMIT # _____, IF APPLICABLE

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Exhibit B

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City of Havre de Grace

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

410- 939-1800

DEPARTMENT OF PLANNING MEMORANDUM

November 9, 2020

TO: Steve Gamatoria
Chief of Staff

April Ishak
City Attorney

Tamara Brinkman
Administrative Assistant

FROM: Shane P. Grimm, AICP
Director of Planning

Handwritten signature of Shane P. Grimm in blue ink, positioned above a horizontal line.

**Re: 327 S. Union Avenue - License Agreement
Sign in Right-of-Way
Permit No. 20210174**

The Department of Planning has received a sign permit application for the construction of a sign at the former Farley Building which has been purchased by Harbor of Grace Recovery Center. The proposed sign will replace the existing sign in generally the same location. The sign meets Sign Code requirements for size and height. The Department of Public Works has reviewed the request and has no objections or comments. The proposed sign does not appear to conflict with any utilities or sight lines. I have reviewed the permit application with the Planning Committee, and they have no objections or comments as well. A copy of the rendering is attached to this memo.

The Department recommends the following conditions be included should the Mayor and City Council approve the request:

1. The sign shall be maintained in good condition at all times.
2. The City reserves the right to require the owner to remove the sign at any time at the owner's sole expense.

351 Bourbon Street - License Agreement
Porch in Right-of-Way
Permit No. 20200324

3. Prior to construction of the sign, the applicant shall contact Ms. Utility to ensure that no utilities will be impacted. The report shall be forwarded to Ms. Marisa Willis.

cc: Joe Conaway, DPW
Jeff Keithley, DPW
Marisa Willis, CFM, Planning Technician
Colleen Critzer, Permits Clerk

allSIGNS PROOF SHEET

PLEASE PROOF READ CAREFULLY

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▶ **Reply directly to the Sender**

*** Up to Three (3) Proofs are included with your project. Additional proofs may incur a \$15 fee per additional proof.**

YOUR APPROVAL MATTERS!

If you are receiving this proof it is because we NEED your approval on this design, specs, etc. before we can begin fabrication!

WE DO NOT PRINT ANYTHING WITHOUT APPROVAL!
The fastest way to approve your project is to reply directly to the person who has emailed you the proof or call us and speak directly to *whomever sent the proof.*



ADDITIONAL NOTES:
PLEASE REVIEW CAREFULLY, SPELLING AND COLOR INFORMATION

NONE SPEC

Colors

Designer ZAK DEICKMAN



www.allsignsus.com



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