

SPECIAL MEETING  
January 28, 2013

The Special Meeting of the Annapolis City Council was held on January 28, 2013 in the Council Chamber. Mayor Cohen called the meeting to order at 7:09 p.m.

Present on Roll Call: Mayor Cohen, Aldermen Israel, Paone, Alderwomen Hoyle, Finlayson, Aldermen Littmann, Kirby, Pfeiffer, Arnett

Staff Present: City Attorney Hardwick, City Manager Mallinoff, Assistant City Manager Burke, DNEP Director Broadbent, Finance Director Miller

*Closed Session*

*Statement: Pursuant to the requirement of Maryland Annotated Code, State Government Article Section 10-508(a) (7) this statement is included in these minutes:*

*A closed session of the City Council was held at 6:08 p.m., Monday, January 28, 2013 in the City Council Chamber.*

*Present: Mayor Cohen, Aldermen Israel, Paone, Alderwomen Hoyle, Finlayson, Aldermen Littmann, Kirby, Pfeiffer, Arnett*

*Staff Present: Assistant City Attorney Elson, City Manager Mallinoff, Finance Director Miller City Clerk Watkins-Eldridge*

*A roll call vote was taken by the members present, and the session was closed. The Authority under which the session was closed was Maryland Annotated Code, State Government Article, Section 10-508(a) (7). The purpose of the meeting was to consult with counsel to obtain legal advice on legal matters.*

*Discussion Topic:*

*Quarterly Update on Litigation ~ No Actions were taken in closed session.*

*Upon motion duly made, seconded and adopted, the closed session was adjourned at 6:51 p.m.*

CITY COUNCIL CITATIONS

National Mentoring Month

Mayor Cohen invited Alderman Kirby to present the Volunteer Center for Anne Arundel County with a City Council Citation in recognition of their active involvement in National Mentoring Month, on behalf of the citizens of the City of Annapolis.

City of Annapolis' Commission on Aging

Mayor Cohen invited Alderman Kirby to present Hank Heggins with a City Council Citation on behalf of the Citizen's of the City of Annapolis for his service as a member of the Annapolis Commission on Aging from June 6, 1994 thru January 31, 2013.

Comments by the General Public

Scott Bowling, 1979 Fairfax Road, Annapolis, Maryland 21401 spoke in favor of CA-1-12 and CA-2-12.

Doug Smith, 5 Revell Street, Annapolis, Maryland 21401 spoke in favor of CA-1-12.

Sveinn Storm, 130 Dock Street, Annapolis, Maryland 21401 representing Storm Brothers spoke in opposition to R-5-13 and O-44-12.

Juliet Thompson, 9 College Avenue, Annapolis, Maryland 21401 representing Ward One Parking Committee spoke in opposition to R-5-13.

Ann Wildener, 76 Maryland Avenue, Annapolis, Maryland 21401 spoke in opposition to R-5-13.

Debbie Yatsuk, 418 Fox Hollow Lane, Annapolis, Maryland 21403 spoke in favor of CA-1-12.

Judy Buddensick, 211 Severn Avenue, Annapolis, Maryland 21403 representing the Annapolis Business Association spoke in opposition to R-5-13.

Paul Murphy, 105 Northwest Street, Annapolis, Maryland 21401 spoke on the proposed new roof with solar panels at the Stanton Center.

- Mayor Cohen declared petitions, reports and communication close.

#### PRESENTATION

##### Charter Revision Commission

Chairman Michael Fox gave a brief presentation on CA-1-12 and answered questions from Council.

Members Fay Currie and Gilbert Renault were also present and answered questions from Council.

#### PUBLIC HEARING

**O-43-12 Lease of Public Parking to FRESHFARM Markets, Inc. - For the purpose of authorizing a lease of municipal property located at 110 Compromise Street from May 2013 through November 2013 to FRESHFARM Markets, Inc.**

DNEP Director Broadbent gave a brief presentation on the ordinance and answered questions from Council.

No one from the general public spoke in favor of or in opposition to the ordinance.

- Mayor Cohen declared the public hearing closed.

#### LEGISLATIVE ACTIONS

##### CHARTER AMENDMENTS, ORDINANCES & RESOLUTIONS – 2<sup>ND</sup> READER

**CA-1-12 Non-Partisan Elections – For the purpose of amending the Charter of the City of Annapolis to provide for non-partisan elections for the offices of Mayor and Aldermen and Alderwomen; filling vacancies in these offices; and removing partisan consideration in the composition and membership of the Board of Supervisors of Elections.**

- Alderman Pfeiffer moved to adopt CA-1-12 on second reading. Seconded.

The Rules and City Government Committee reported no action on CA-1-12.

The main motion DEFEATED on voice vote. A ROLL CALL vote was taken:

YEAS: Aldermen Israel, Paone

NAYS: Mayor Cohen, Aldermen Littmann, Kirby, Pfeiffer, Arnett,  
Alderwomen Hoyle, Finlayson

DEFEATED: 2/7

- CA-2-12 Municipal Elections Coinciding with State of Maryland Elections in 2018 and Onward – For the purpose of amending the Charter of the City of Annapolis to establish the dates of the primary and general elections to coincide with the State of Maryland in 2018 and extending the length of time in office for the incoming City Council in December 2013 an additional year to December 2018 in order to facilitate this transition period.**

City Manager Mallinoff was present and answered questions from Council.

- Alderman Pfeiffer moved to adopt CA-2-12 on second reading until The Regular Meeting on February 11, 2013. Seconded. CARRIED on voice vote.

- CA-3-12 City Finance Requirements – For the purpose of amending the Charter of the City of Annapolis to establish an unrestricted fund balance as part of the annual budget process, authorizing an Audit Committee; and setting a time line for the Finance Director to provide the Comprehensive Annual Financial Report to the City Council.**

City Manager Mallinoff gave a brief presentation and answered questions from Council.

Finance Director Miller was also present and answered questions from Council.

- Alderwoman Finlayson moved to postpone CA-3-12 on second reading until the Regular Meeting on February 11, 2013. Seconded. CARRIED on voice vote.

- O-26-12 Revisions to the Zoning Map Amendment Process – For the purpose of amending Chapter 21.34 (Zoning Map Amendments) of the Annapolis City Code by establishing new procedures for local zoning map amendments, sectional zoning map amendments, and comprehensive zoning map amendments.**

City Manager Mallinoff and Assistant City Manager Burke were present and answered questions from Council.

- Alderman Arnett moved to postpone O-26-12 on second reading until the Regular Meeting on February 11, 2013. Seconded. CARRIED on voice vote.

- O-44-12 Lease of City Property: Boat Shows in Spring 2013 - For the purpose of authorizing a lease of certain municipal property located in the areas of Susan B. Campbell Park, Annapolis City Donner Parking Lot, Ego Alley Water Space, and other property and water locations as described in the lease to CRUISERS UNIVERSITY, INC., t/a Annapolis Spring Sailboat Show, for a certain period of time in April 2013, to conduct boat shows.**

City Manager Mallinoff was present and answered questions from Council.

DNEP Director Broadbent was also present and answered questions from Council.

- Alderman Arnett moved to adopt O-44-12 on second reading. Seconded.

The Economic Matters Committee reported favorably with amendments and the Environmental Matters Committee reported favorably on O-44-12.

- Alderman Arnett moved to amend O-44-12 as follows:

Amendment #1

Page 1, Line 14 and Page 2, Line 4  
Strike "B."

Amendment #2

Substitute the lease attached to the first reader O-44-12 and replace with the following:

Note: new lease language is in **RED** and deletions are in ~~strikethrough~~.

**LEASE**

Authorized by O-44-12

This Lease is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between City of Annapolis, a municipal corporation of the State of Maryland ("Lessor"), and Cruisers University, Inc. trading as Annapolis Spring Sailboat Show ("Lessee").

Article I

Section 1.1. Premises and Term: Lessor hereby leases to Lessee, for the purpose of holding a boat show and related educational seminars, those parcels of land and of water (collectively "Premises") described and designated on the plat designated as Exhibit A attached to and made a part of this Lease, for the periods of time indicated, subject to the provisions and terms of this Lease.

- a. Charter Dock Parcels 1 and 2 from Tuesday, April 23, 2013 at 5 PM through Tuesday, April 30, 2013 at 12 noon;
- b. State Dock Parcel from Tuesday, April 23, 2013 at 5 PM through Tuesday, April 30, 2013 at 12 noon, shown in green on Exhibit A;
- c. Ego Alley Parcel from Tuesday, April 23, 2013 at 4 PM through Monday, April 29, 2013 at 8 PM;
- d. Susan Campbell Park Parcel and Dock Street Parking Parcels A, B and C from Wednesday, April 24, 2013 at 7 AM through Tuesday, April 30, 2013 at 5 PM;
- e. Donner Parking Lot Parcel from Thursday, April 25, 2013 at 7 AM through Monday, April 29, 2013 at 5 PM;
- f. Old Rec Center, First Floor, and Old Rec Center Parking Lot, 9 St. Mary's Street, from April 22, 2013 at 8:00 AM through May 1, 2013 at 6:00 PM.**

The boardwalk around the Ego Alley and Susan Campbell Park Parcels shall remain open to the public at all times, except for brief periods during setup and breakdown of the event when required for public safety.

The Premises shall not be open to the public before 10 AM or after 6:30 PM on days and dates specified for the term of use herein.

Section 1.2. Changes to Premises: Lessee shall notify the City in writing no later than March 16, 2013 if it wishes to change the Premises area. The notice shall indicate with specificity the changes requested. Lessor shall respond to Lessee no later than March 23, 2013 whether it consents to the changes requested. Changes in the Premises area shall be within Lessor's sole discretion. Should costs be incurred by Lessor as a result of any change, those costs shall be paid by Lessee pursuant to Section 1.5 of this Lease.

Section 1.3. Use of Premises: Lessee is authorized to use existing and normal ingress to and egress from the Premises, existing and normal street and harbor lighting, and existing and normal police and fire protection. Any use of facilities and services beyond what is existing and normal shall be invoiced by the City as specified in Section 1.3 below.

Use of the Old Rec Center and Old Rec Center Parking Lot shall be for administrative and educational seminar purposes only. Lessee may sell non-alcoholic beverages inside the Old Rec Center during hours of daily operation exclusively to seminar participants and others conducting administrative business inside the Old Rec Center.

Lessee shall not block access for emergency vehicles to the Susan Campbell Park Parcel or to the public walkway/boardwalk along the City Dock.

Lessee is authorized to construct, install, or erect booths, exhibits, chairs, tables, and tents in the Premises in connection with the boat show without permanently affecting the Premises. Lessee shall obtain all required temporary structures permits associated with this boat show.

Lessee, at its own expense, shall install all temporary electrical equipment, lines and devices required to provide power to the Premises in compliance with National Electric Code and subject to electrical inspection and all required permitting by the City.

Lessee is prohibited from selling food, alcoholic and non-alcoholic beverages on the Premises. Amplified music or other amplified sound is prohibited on the Premises.

Lessee shall submit to the City a diagram of its proposed use of the Premises at least thirty (30) days prior to the boat show and obtain final City approval of the diagram.

Section 1.5. Repair of Premises: Lessee shall be responsible for making repairs to the Old Rec Center which Lessor's Department of Neighborhood and Environmental Programs ("DNEP") determines are necessary to use the first floor of the structure for the purposes stated in this Lease. DNEP shall advise Lessee of each repair that shall be made.

Lessee shall not be required to spend more than \$13,175.00 for such repairs. Lessee shall make payment for such repairs directly to its contractor.

Lessee shall hire a licensed contractor in good standing with the State of Maryland to make such repairs. If the contractor hires subcontractors, all subcontractors shall be licensed and in good standing with the State of Maryland.

Lessee shall obtain all permits required by Lessee for such repairs. Lessee shall not be required to pay permit application fees.

Lessee shall ensure that its contractor is insured in amounts that are sufficient to protect the City and its interest in the Old Rec Center from damage to property and from injury to person occurring as a result of the acts or omissions of the contractor and any subcontractors, and that the contractor names the City of Annapolis, and in their capacity as such, the officers, agents and employees thereof, as insured's on its commercial general liability insurance policy. Lessee shall ensure that all subcontractors adhere to these same insurance requirements.

Lessee shall ensure that all contractors and subcontractors perform repairs in a satisfactory, workmanlike and professional manner.

Lessee shall ensure that no debris or trash resulting from repairs is left in the Old Rec Center.

Lessee shall ultimately be responsible for property damage or personal injury caused by the acts or omissions of its contractor and any subcontractors.

All repairs are subject to the final approval of DNEP.

Section 1.4. Rent: Rent for the various parcels constituting the premises shall be ~~as follows:~~ the difference between \$13,175.00 and the amount which Lessee actually spends on such repairs. Lessee shall document the difference to Lessor and pay the difference to Lessor as rent for the Premises within 15 days after the date Lessor gives final approval to such repairs.

<del>Charter Dock Parcel 1:</del>	<del>\$1,500.00</del>
<del>Charter Dock Parcel 2:</del>	<del>\$ 500.00</del>
<del>State Dock Parcel:</del>	<del>\$ 100.00</del>
<del>Ego Alley Parcel:</del>	<del>\$ 2,816.50</del>
<del>Susan B. Campbell Park Parcel</del>	<del>\$ 0.00</del>
<del>Dock Street Parcel A</del>	<del>\$ 2,000.00</del>
<del>Dock Street Parcel B</del>	<del>\$ 2,000.00</del>
<del>Dock Street Parcel C</del>	<del>\$ 2,000.00</del>
<del>Donner Parking Lot Parcel</del>	<del>\$ 1,254.00</del>

Section 1.5. Costs and Expenses: Lessee shall pay all ~~rent~~, costs and expenses incurred by the City as a result of Lessee's use of the Premises. Expenses may include, but are not limited to: utilities, parking and transportation, facilities and services, police services, fire services and other City services. Full cost shall be determined by the Director of Finance and invoiced post-event and shall be due and payable 30 days from date of invoice.

Section 1.6. Payment: Lessee shall make all payments due under this Lease by check, payable to the City of Annapolis. Lessee shall pay the City a monthly late fee of 1.5% (18% per annum) on any balance unpaid more than thirty (30) days past due.

## Article II

Section 2.1. Number of Days: Lessee shall notify the City in writing no later than March 16, 2013 should it wishes to add dates and time of use of Premises. The notice shall indicate changes in dates and times requested. Lessor shall respond to Lessee no later than March 23, 2013 whether it agrees. Changes in dates or times shall be within Lessor's sole discretion. Should costs be incurred by Lessor as a result of any change, those costs shall be paid by Lessee pursuant to Section 1.3 of this Lease.

## Article III

Section 3.1. Pre-Show Meetings and Inspection: Prior to the opening of each boat show, representatives of Lessor's Department of Neighborhood and Environmental Programs, Police Department, Fire Department, Harbormaster, and Department of Public Works shall inspect the Premises and nearby areas with Lessee's representative to determine compliance with City requirements and for determination of the condition of the Premises. Written approval by representatives of these departments is required before Lessee may open either boat show. The opening of the boat show shall not be delayed by any department whose representative is not present for the pre-inspection. Lessor shall not refuse permission to open either boat show or any part of the show under this paragraph unless a threat to health or safety has been identified. Lessor shall make every effort to limit that part of the show not opened in the event of such threat and to allow Lessee to open the closed portion of the show as soon as the threat is abated

to Lessor's satisfaction. All other federal, state or county permits which may be required shall be the responsibility of the Lessee.

Section 3.2. Transportation: The Lessee shall prepare and submit a written Transportation Plan with a Parking Element to Lessor's Director of Transportation. The Transportation Plan shall address matters specified by the Director and shall be submitted no later than April 1, 2013. Except for public ways within the Premises, the Transportation Plan shall not provide for the closure of any street or restrict parking to those associated with the boat shows. Moreover in publicizing the boat shows, Lessee shall direct all persons attending the event to park their vehicles at satellite lots and ride the shuttle to the site of the boat shows. Upon receipt of the Transportation Plan, the Director shall make copies available to relevant agencies and to interested parties who have requested a copy.

#### Article IV

Section 4.1. Insurance: Lessee, at its own expense, shall obtain and keep in full force and effect comprehensive commercial general liability insurance of no less than Two Million Dollars (\$2,000,000.00) combined single limit, bodily injury and property damage, and Eight Million Dollars (\$8,000,000.00) umbrella policy, which shall be effective during the entire period of time during which the Lessee shall use or occupy the Premises or any part of the Premises.

The insurance policy or policies shall specifically name the City of Annapolis, and in their capacity as such, the officers, agents and employees thereof, as additional insureds, and insure against any and all loss, costs, damages, and expenses suffered by any person or to any property, including property owned by Lessor, due to or alleged to be due to an act, omission or the negligence of Lessee, its officers, agents, employees, vendors, subtenants or contractors, directly or indirectly, in connection with the use of the Premises or any part of the Premises by Lessee, its officers, agents, employees, vendors, subtenants or contractors.

Lessee's insurer or insurers shall be authorized to write the required insurance, approved by the Insurance Commissioner of the State of Maryland, and subject to the approval of Lessor's City Attorney. The form and substance of the Lessee's insurance policy or policies shall also be subject to reasonable approval by Lessor's City Attorney, and shall be submitted to the City Attorney for such approval not less than thirty (30) days prior to Lessee's occupancy of the Premises. The policy or policies of insurance shall then be secured by Lessee and filed with the City Attorney not less than fifteen (15) days prior to Lessee's occupancy of the Premises. No approval shall be unreasonably withheld.

The Certificate for each insurance policy shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, whether at the request of Lessee or for any other reason, except after thirty (30) calendar days advance written notice mailed by the insurer to Lessor's City Attorney, and that such notice shall be transmitted postage prepaid, return receipt requested.

The obligations of Lessee under this Article are part of but do not limit or satisfy Lessee's obligations under Article V.

#### Article V

Section 5.1. Indemnity: Lessee shall forever indemnify, defend and hold harmless Lessor, its officers, agents, and employees, from and against any and all claims, suits, actions, judgments, and liability for loss, injury, damages and/or expenses suffered or alleged to have been suffered during the lease term by any person or to any property due to or alleged to be due to an act, omission or the negligence of Lessee, its officers, agents, employees, vendors, subtenants or contractors, directly or indirectly, in connection with the use and occupancy of the Premises or

any part of the Premises, by Lessee, its officers, agents, employees, vendors, subtenants or contractors.

Lessee shall reimburse Lessor, within thirty (30) days after demand for such reimbursement, for any damage done to Lessor's buildings, facilities, equipment or property caused by an act, omission or the negligence of Lessee, its officers, agents, employees, vendors, subtenants or contractors, during Lessee's use and occupancy of the Premises or any part of the Premises.

#### Article VI

Section 6.1. Security: Lessee shall contract with and pay, as independent contractors, security guards from an agency duly licensed by the State of Maryland, in numbers sufficient to maintain security, peace and order at the boat shows inside the Premises during the lease term.

#### Article VII

Section 7.1. Interior Construction: Lessee shall have the right to construct, install or erect seats, platforms, booths, tanks, scaffolding, rigging, floating piers, pilings, docks, catwalks, tents, exhibits, and any other apparatus or structure which Lessee may deem necessary or desirable for the purpose of presenting the boat shows. Lessee shall have the right to erect and construct a temporary fence so as to enclose the Premises in such a manner as to limit entry onto the Premises through controlled entrances. Such fence shall not contain barbed wire, razor wire or any similar materials.

Section 7.2. Exterior Construction: Lessee shall erect and construct temporary wooden sidewalks, wherever necessary to provide for pedestrian traffic, outside of the Premises where the existing sidewalks are enclosed in the Premises by a temporary fence described in Section 7.1. All temporary sidewalks shall be handicap accessible and illuminated during hours of darkness and maintained by Lessee in a safe and secure condition.

Section 7.3. ADA and Other Permits: Lessee hereby assumes exclusive responsibility for compliance with any and all applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time, at the Premises, during the entire time Lessee uses or occupies the Premises or any part of the Premises. Subject to the inspection provisions of Section 3.7 of this Lease and to standard public safety and health approvals, any and all permits, licenses or authorizations required to be obtained from the City by Lessee during the term of this Lease for the purpose of constructing or erecting the temporary structures described in Sections 7.1 and 7.2 of this Lease or for operating the boat shows, shall be deemed granted and issued upon the execution of this Lease by Lessor and Lessee. All other federal, state or county permits, which may be required, shall be the responsibility of the Lessee.

#### Article VIII

Section 8.1. Trash: Lessee, at its own expense, shall provide an adequate number of trash and recycling containers for its use within the boat show grounds during the entire use and occupancy period of the Premises, and shall provide for the prompt removal of all such containers, trash and refuse. Lessor, at its own expense, shall provide an adequate number of trash dumpsters outside the boat show grounds for the use of Lessee during the use and occupancy period and shall provide for the prompt removal of trash, refuse and recycling materials generated during the boat show.

Section 8.2. Cleanliness: Lessee shall be responsible for keeping the Premises free of debris, trash and refuse, which shall be placed in dumpsters or receptacles.

Section 8.3. Sanitation and Toilets: Lessee shall, at its own expense, provide adequate and sanitary toilet facilities throughout the Premises for use by the general public and others attending or participating in the boat shows, including sufficient ADA compliant sanitary toilet facilities.

#### Article IX

Section 9.1. Quiet Enjoyment: Lessor covenants with Lessee that at all times during the term of this Lease, Lessee shall peacefully hold and quietly enjoy the use and occupancy of the Premises without any disturbance or hindrance from Lessor or from any other person claiming through Lessor, except that Lessor or others claiming through Lessor may enter onto the Premises to effect necessary repairs to their own facilities as reasonably contemplated by the terms of this Lease, and to assure compliance with the terms of this Lease. Lessee shall cooperate with the Lessor to effect this access to the Premises.

Section 9.2. Trash and Public Safety Cooperation: The parties shall cooperate with each other and use their best efforts to ensure that there is prompt trash removal, public safety protection and adequate traffic control during the designated period of use and occupancy by Lessee of the Premises.

#### Article X

Section 10.1. Condition of Premises After Show: Following the lease term, Lessee, at Lessee's sole expense, shall return the Premises to Lessor in the same or superior condition than received, natural wear and tear excepted.

Section 10.2. Lessee's Equipment After Show: Prior to the expiration of the lease term, Lessee shall immediately remove all of its property, fixtures and chattels from the Premises. In the event that Lessee, its officers, agents, employees, vendors, subtenants or contractors, fail to remove any item of property, Lessor reserves the right to remove and store any such property after the expiration or termination of the lease term at Lessee's expense or as an alternative, to leave the property at the Premises. In either case, Lessor shall charge Lessee per diem rental for storage of such property. Lessor shall bear no responsibility or liability for damage to or expense incurred as a result of property left, removed or stored under the provisions of this Section. Lessee shall pay to Lessor any expenses or charges under this Section billed to Lessee by Lessor within thirty (30) days after delivery of any such bill by Lessor to Lessee.

Section 10.3. Post-Show Inspection: Within ten (10) days following the expiration of the lease term, Lessee shall accompany Lessor during a tour of the Premises to determine the condition of the Premises. Items corrected or repaired by Lessor, deemed by Lessor to be the responsibility of Lessee, shall be billed by Lessor and paid by Lessee within thirty (30) days after receipt of such bill.

#### Article XI

Section 11.1. Remedies: All duties, liabilities and/or obligations imposed upon or assumed by Lessee and Lessor by or under this Lease shall be taken or construed as cumulative and the mention of any specified duty, liability or obligation imposed upon or assumed by Lessee or Lessor under this Lease shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities, or obligations imposed upon or assumed by Lessee under this Lease. The remedies provided for in this Lease shall be construed to be cumulative and in addition to any other remedies provided in law or equity which Lessor or Lessee would have in any case. Lessor shall have the right to seek and obtain in any court of competent jurisdiction an injunction, without the necessity of posting

a bond, to restrain a violation or alleged violation by Lessee of any term of this Lease, anything to the contrary notwithstanding. In no case shall a waiver by either party of the right to seek relief under this provision constitute a waiver of any other or further violation. The remedies provided in this Leaser shall not be deemed exclusive of other remedies not specified.

#### Article XII

Section 12.1. Impossibility of Performance: If, for any reason, an unforeseen event not the act of Lessor occurs, including but not limited to fire, casualty, act of God, labor strike or other unforeseen occurrence which renders impossible the fulfillment of any rental period of this Lease, Lessee shall have no right to claim damages not right to claim against Lessor for damages, but Lessee shall not be liable for the payment of rent for said rental period. However, if such impossibility relates to not more than five percent (5%) of the rental period, Base Rent, if determined under Section 1.3(A)(ii) of this Lease, shall be prorated to account for the number of scheduled hours the Show is not open to the public.

#### Article XIII

Section 13.1. Payment: Lessee shall make all payments due under this Lease by check, payable to the City of Annapolis. In addition to all other amounts due pursuant to this Lease, Lessee shall pay Lessor a monthly late fee of 1.5% (18% per annum) of any payment more than sixty (60) days past due, until paid.

#### Article XIV

Section 14.1. Time is of the Essence: Time is of the essence in the performance of this Lease. The times and deadlines specified in this Lease shall not be extended for any reason, except as may be provided in this Lease, relating to the term of the Lease or the installation or removal of equipment, materials or displays from the Premises, without written consent of Lessor.

#### Article XV

Section 15.1. Assignment: Lessee shall not assign, transfer, or otherwise dispose of this Lease without the prior written consent of Lessor, but such consent shall not be unreasonably or arbitrarily withheld. The foregoing shall not prevent Lessee from subleasing portions of the Premises to boat show exhibitors, provided the portion of the Premises subleased to any exhibitor does not exceed twenty-five percent (25%) of the total area of the Premises.

#### Article XVI

Section 16.1. Independent Contractor: Lessee is an independent contractor and not the agent or employee of Lessor. Under no circumstances shall this Lease be considered to create an employee or agency relationship or a partnership or joint venture.

#### Article XVII

Section 17.1. Liens: Lessee hereby consents that Lessor shall have a lien upon all property of Lessee located from time to time upon the Premises for any and all unpaid charges which arise under this Lease. Lessee hereby consents to and Lessor shall have the power to impound and retain possession of such property until all such charges and late fees due under Article XIII have been paid, in full, to the satisfaction of Lessor. In the event such charges remain unpaid ten (10) days after the termination of this Lease, Lessor shall have the power to sell such property at public auction and apply the receipts from such auction to all such unpaid charges.

Article XVIII

Section 18.1. Compliance with all Laws: Lessee shall comply with all laws, ordinances, and statutes applicable to the Premises or any part of the Premises, and the use and occupancy thereof, and to pay all taxes or charges imposed by law in connection with Lessee's use and occupancy of the Premises. Lessee shall have a reasonable time to correct any violation.

Article XIX

Section 20.1. Immunities: Nothing in this Lease shall be interpreted or construed to waive, in whole or in part, or to otherwise diminish, Lessor's statutory, common law or other immunities in any action in tort, in contract or in any other form. The parties agree that if any duty assumed by Lessor under the terms of this Lease or any action taken by Lessor pursuant to any such term is construed to waive, in whole or in part, any such immunity, then the immunity shall nevertheless be fully restored, and shall bind and protect the parties as a contractual undertaking.

Article XX

Section 21.1 Authority: This Lease is authorized by Ordinance O-44-12 adopted by the City Council of the City of Annapolis.

In Witness Whereof, the City of Annapolis, by and through its duly authorized agent, has caused this Lease to be executed on its behalf, and the Lessee, Cruiser University, Inc. trading as Annapolis Spring Sailboat Show and Cruiser University, Inc. trading as Annapolis Spring Sailboat Show, has duly executed this Lease on the date first written above.

Attest:

City of Annapolis

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC  
City Clerk

By: \_\_\_\_\_  
Joshua J. Cohen, Mayor (Seal)

Cruisers University, Inc. trading as  
Annapolis Spring Sailboat Show

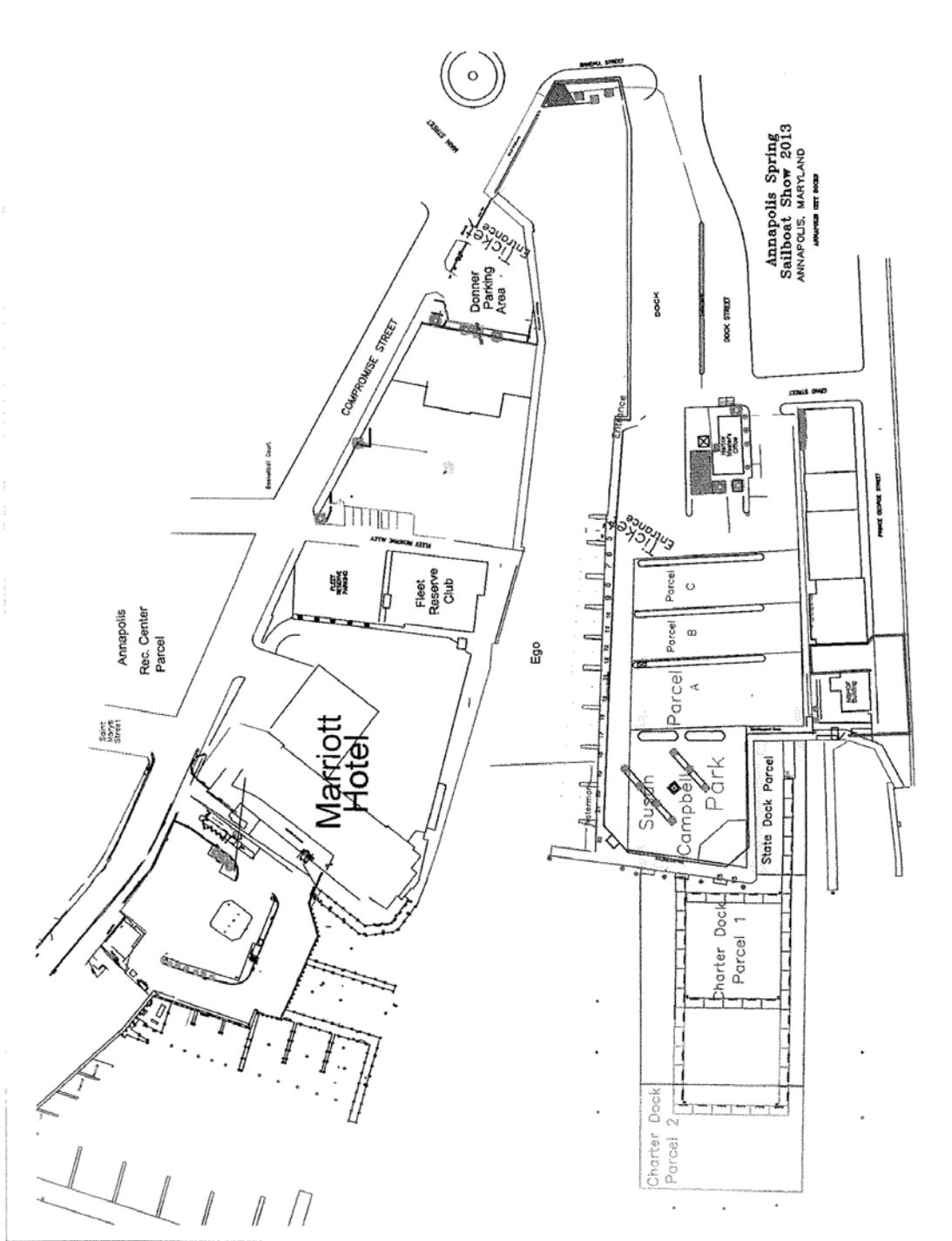
\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
C.E. Hartman, President (Seal)

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Karen M. Hardwick, Esq., City Attorney

Exhibit A



Seconded. CARRIED on voice vote.

- Alderman Littmann moved to amend O-44-12 as follows:

Amendment #1

On page 6, of Mayor Cohen's proposed amendment to O-44-12 Lease of City Property: Boat Show in Spring 2013 as follows:

Article VIII

Section 8.1. Trash: Lessee, at its own expense, shall provide an adequate AND EQUAL number of trash and recycling containers for its use within the boat show grounds during the entire use and occupancy period of the Premises, and shall provide for the prompt removal of all such containers, trash and refuse. THE LESSEE SHALL COLLECT THE SAME RECYCLING MATERIALS THAT THE LESSOR COLLECTS IN ITS CURBSIDE RECYCLING SERVICE.

Seconded. CARRIED on voice vote.

The main motion as amended CARRIED on voice vote.

- Alderman Arnett moved to adopt O-44-12 amended on third reading. Seconded.

A ROLL CALL vote was taken:

YEAS: Mayor Cohen, Aldermen Littmann, Kirby, Pfeiffer, Arnett, Israel, Paone, Alderwomen Hoyle, Finlayson

NAYS:

CARRIED: 9/0

**R-2-13 Support for Angela Wakhweya, M.D. to Continue Her Service as the Anne Arundel County Health Officer – For the purpose of expressing the sense of the Annapolis City Council to support Angela Wakhweya, M.D. in continuing her service as the Anne Arundel County Health Officer.**

- Alderman Kirby moved to adopt R-2-13 on second reading. Seconded.
- Alderwoman Hoyle moved to amend R-2-13 as follows:

Amendment #1

Page 1, Line 10:

Strike “Support” and insert “Appreciation”

Strike “to continue” and insert “for”

Amendment #2

Page 1, Line 12:

Strike “sense” and insert “appreciation”

Strike “to support” and insert “for”

Strike “in continuing her service”

Amendment #3

Page 1, Line 25:

Insert:

**WHEREAS**, Dr. Angela Wakhweya leads, and the County Department of Health manages, the Healthy Anne Arundel Coalition (HAAC) that was formed in December 2011. The HAAC established a Steering Committee, which included the City of Annapolis as a stakeholder and selected two health priorities: 1) Obesity Prevention and 2) Management of Substance Abuse and Mental Health as Co-Occurring Disorders; and

**WHEREAS**, the HAAC formulated an action plan with specific goals and strategies for health priorities and to effectively leverage new and existing resources to measurably improve the County's health. As Health Officer, Dr. Wakhweya has provided a high standard of excellence and professional leadership, creating opportunities for strong and collaborative partnerships as the Steering Committee members continue to work on this important health initiative.

Amendment #3

Page 2, Strike Lines 19-42: strike entirely.

Amendment #4

Page 2, line 19 insert “Whereas, Dr. Wakhweya, M.D. has collaboratively reached out to the City of Annapolis, inviting Human Services Officer Gail Smith

to represent the city on the Healthy Anne Arundel Coalition Steering Committee, a broad-based partnership working to enhance awareness, prevention and healthier living.”

Amendment #5

Page 2, Line 46:

Strike “supports Angela Wakhweya, M.D. in continuing her service as the Anne Arundel County Health Officer” and insert “hereby expresses its support for Angela Wakhweya, M.D. for her service to the City of Annapolis as the Anne Arundel County Health Officer”

Amendment #6

Page 3, Lines 1-3: strike entirely. Seconded. CARRIED on voice vote.

The main motion amended A ROLL CALL vote was taken:

YEAS: Mayor Cohen, Aldermen Kirby, Pfeiffer, Israel, Alderwomen  
Hoyle, Finlayson  
NAYS: Aldermen Littmann, Arnett, Paone  
CARRIED: 6/3

ORDINANCE and RESOLUTIONS – 1<sup>st</sup> READER

**O-3-13 Bulk Regulations for Governmental Uses in the C1-A Zoning District – For the purpose of specifying that lot size and width requirements for existing buildings with a governmental use in the C1-A zoning district shall be determined through the special exception process, pursuant to Chapter 21.26 of the City of Annapolis Code.**

- Alderman Arnett moved to adopt O-3-13 on first reader. Seconded. CARRIED on voice vote

Referred to the Rules and City Government Committee and the Planning Commission.

**R-4-13 Peggy Kimbo Way – For the purpose of declaring that Maryland Avenue shall bear the honorary designation of “Peggy Kimbo Way” to celebrate the contributions of Ethelda “Peggy” Kimbo to the City of Annapolis.**

- Alderwoman Finlayson moved to adopt R-4-13 on first reader. Seconded. CARRIED on voice vote.

Referred to the Public Safety Committee.

- Aldermen Israel and Kirby requested their names be added as co-sponsors of R-4-13.

**R-5-13 Washington Resignation Park – For the purpose of supporting the recommendation of the City Dock Advisory Committee that the Donner Parking Lot be transformed into a public park; that the park be named the Washington Resignation Park; and that a suitable likeness of George Washington be placed in the park with a plaque explaining the significance of Washington’s resignation to Congress of his commission as Commander in Chief of the armed forces.**

- Alderman Israel moved to adopt R-5-13 on first reader. Seconded. CARRIED on voice vote.

A ROLL CALL vote was taken:

YEAS: Mayor Cohen, Aldermen Kirby, Pfeiffer, Israel, Alderwomen

Hoyle  
NAYS: Alderman Littmann, Arnett, Paone, Alderwoman Finlayson  
CARRIED: 5/4

Referred to the Rules and City Government Committee, Planning Commission and the Transportation Board.

- Alderman Israel asked that the city doesn't take any action until the State of Maryland takes an action.

**R-6-13 Extension of Deadline for Submission of Proposed Union Agreements – For the purpose of postponing until Monday, March 11, 2013, the submission to the Mayor of proposed memoranda of understanding between employee organizations and the City.**

- Alderman Pfeiffer moved to adopt R-6-13 on first reader. Seconded.  
CARRIED on voice vote.

There being no voiced objection, the rules were suspended to allow passage of the resolution at the meeting of its introduction.

- Alderman Arnett moved to adopt R-6-10 on second reading. Seconded.

A ROLL CALL vote was taken:

YEAS: Mayor Cohen, Aldermen Littmann, Kirby, Pfeiffer, Arnett, Israel, Paone, Alderwomen Hoyle, Finlayson

NAYS:

CARRIED: 9/0

**BUSINESS and MISCELLANEOUS**

**1. Revised Standing Committee Assignments**

- Alderman Arnett moved to approve the revised standing committees list for 2009-2013 listed below pursuant to city code section 2.12.020 (D). Seconded.  
CARRIED on voice vote.

Revised 1/28/13  
STANDING COMMITTEES  
2009 – 2013  
City Code Section 2.12.020D Powers and duties

The Mayor shall recommend to the City Council all appointments to aldermanic standing committees but all appointments shall be confirmed by a majority of the City Council.

**ECONOMIC MATTERS COMMITTEE**

The Economic Matters Committee shall consider matters affecting the economy of the City; make recommendations to the City Council on issues relating to the operation of the Market house and the regulation of the City Dock; study, independently and with private historic preservation organizations, issues concerning historic structures in the City; and study, consider and make recommendations regarding issues of cable television service to the City of Annapolis and its citizens. The Economic Matters Committee shall review all proposed amendments to Title 7 (Business Licenses, Taxes and Regulations) and Title 17 (Buildings and Construction) of this code.

Alderman Frederick M. Paone  
Alderwoman Sheila M. Finlayson  
Alderman Israel

**ENVIRONMENTAL MATTERS COMMITTEE**

The Environmental Matters Committee shall consider matters affecting the natural environment of the City. The Environmental Matters Committee shall review all proposed amendments to Title 14 (Streets, Sidewalks and Public Places), Title 15 (Harbors and Waterfront Areas), and Title 16 (Public Services) of this code.

Alderman Frederick M. Paone  
Alderman Jared S. Littmann  
Alderman Ian Pfeiffer

FINANCE COMMITTEE

The Finance Committee shall handle all matters relating to the review of the budget and continuous surveillance of the budget. The Finance Committee shall have power to review and make recommendations with regard to the Mayor's annual operating budget and shall submit recommendations with regard to the budget to the City Council not later than the second Monday in May of each year. The Finance Committee shall review all proposed amendments to Title 6 (Revenue and Finance) of this code.

Alderman Ian Pfeiffer  
Alderman Sheila M. Finlayson  
Alderman Ross H. Arnett, III

HOUSING AND HUMAN WELFARE COMMITTEE

The Housing and Human Welfare Committee shall consider issues of housing and matters affecting the general health, welfare and quality of life of the residents of the City. The Housing and Human Welfare Committee shall review all proposed amendments to Title 8 (Animals), Title 10 (Health and Safety), and Title 18 (Landlord and Tenant Relations) of this code.

Alderman Classie G. Hoyle  
Alderman Jared S. Littmann  
Alderman Kenneth A. Kirby

PUBLIC SAFETY COMMITTEE

The Public Safety Committee shall consider matters affecting public safety in the City. The Public Safety Committee shall review all proposed amendments to Title 11 (Public Peace, Morals and Welfare) and Title 12, (Vehicles and Traffic) of this code.

Alderman Frederick M. Paone  
Alderman Sheila M. Finlayson  
Alderman Kenneth A. Kirby

RULES AND CITY GOVERNMENT COMMITTEE

The Rules and City Government Committee shall review and consider all proposed amendments to the Charter and all proposed amendments to Title 1 (General Provisions), Title 2 (Administration), Title 3 (Personnel), Title 4 (Elections), Title 20 (Subdivisions), Title 21 (Planning and Zoning) and Title 22 (Adequate Public Facilities) of this code.

Alderman Richard E. Israel  
Alderman Classie G. Hoyle  
Alderman Ross H. Arnett, III

TRANSPORTATION COMMITTEE

The Transportation Committee shall consider matters affecting parking, public transportation, and vehicular traffic. The Transportation Committee shall review all proposed amendments to Title 12 (Vehicles and Traffic), Title 14 (Streets, Sidewalks and Public Places), and Title 22 (Adequate Public Facilities) of this Code.

Alderman Kenneth A. Kirby  
Alderman Ian Pfeiffer  
Alderman Ross H. Arnett, III

**2. Appointments**

- Alderman Arnett moved approval of the Mayor's appointment of the following individuals:

1/28/13	Historic Markers Commission	Robert C. Clark
1/28/13	Transportation Board	Michael Pachler

CARRIED on voice vote.

The Economic Matters Committee reported favorably on the appointments.

**3. Legislation Proposed to be Withdrawn**

**O-4-12 Expanding the Eligibility for Multiple-Day or Single-Day Parking Permits** – For the purpose of expanding the eligibility for multiple-day or single-day parking permits to include those that render personal or child care to a resident in a special residential parking district.

Sponsors: Alderman Israel and Alderman Pfeiffer

- Mayor Cohen withdrew O-4-12 on second reading.

**4. Council Compensation Commission's Report**

- Alderman Paone moved to accept the Report and Recommendations, with Exhibits, of the Council Compensation Commission for FY2013.

Upon motion duly made, seconded and adopted, the meeting was adjourned at 10:37 p.m.

Regina C. Watkins-Eldridge, MMC  
City Clerk