

**CITY OF ANNAPOLIS
REGULAR MEETING OF THE CITY COUNCIL**
January 14, 2013, 7:00 p.m.

Call to Order
Invocation
Pledge of Allegiance
Roll Call
Approval of Agenda

Mayor Cohen
Alderman Pfeiffer
Mayor Cohen
City Clerk Watkins-Eldridge

SPECIAL BUSINESS

Swearing in of Alderman Jared Littmann, Ward 5

Mayor Cohen

CITY COUNCIL CITATIONS

Martha Wood Leadership Award
Kids at Hope

Mayor Cohen
Mayor Cohen

PETITIONS, REPORTS AND COMMUNICATIONS

Housing Authority of the City of Annapolis (HACA) Quarterly Meeting
Approval of Journal Proceedings

Regular Meeting December 10, 2012
Special Meeting December 17, 2012

Reports by Committees
Comments by the General Public

A person appearing before the City Council with a petition, report or communication shall be limited to a presentation of not more than three minutes.

PUBLIC HEARINGS

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.

LEGISLATIVE HISTORY			
<i>Legislative referrals are subject to City Council action at the time of introduction and are reflected in the City Council's adopted minutes</i>			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
12/10/12	1/14/13	Available 1/14/13	3/10/13
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	12/10/12		
Environmental Matters	12/10/12		

LEGISLATIVE ACTIONS

ORDINANCE and RESOLUTION – 1st READER

O-1-13 Technical Corrections to the Annapolis City Code - Exempt Service –
 For the purpose of making certain technical corrections to the Annapolis City Code in regards to the exempt service.

LEGISLATIVE HISTORY			
<i>Legislative referrals are subject to City Council action at the time of introduction and are reflected in the City Council's adopted minutes</i>			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/14/13			4/14/13
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	1/14/13		
Finance	1/14/13		

R-1-13 Filing of Grant Application with the Mass Transit Administration – For the purpose of authorizing the filing of an application with the Mass Transit Administration of the Maryland Department of Transportation for a Sections 5303, 5304, 5307, 5309, 5310, 5311, 5316, and/or 5317 grants under the Federal Transit Act.

LEGISLATIVE HISTORY			
<i>Legislative referrals are subject to City Council action at the time of introduction and are reflected in the City Council's adopted minutes</i>			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/14/13			4/14/13
Referred to	Referral Date	Meeting Date	Action Taken
Transportation	1/14/13		
Transportation Board	1/14/13		

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.

LEGISLATIVE HISTORY			
<i>Legislative referrals are subject to City Council action at the time of introduction and are reflected in the City Council's adopted minutes</i>			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/14/13			4/14/13
Referred to	Referral Date	Meeting Date	Action Taken
Housing and Human	1/14/13		

Welfare			
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BUSINESS and MISCELLANEOUS

1. Standing Committee assignments
2. Appointments

UPCOMING CITY COUNCIL EVENTS

Work Session: Thursday, January 17, 2013, 1:30 – 4:30 p.m. City Council Chambers

Special Meeting: Monday, January 28, 2013, 7:00 p.m. City Council Chambers

Jessica Cowles
Legislative and Policy Analyst
City of Annapolis Office of Law

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P) 410-263-1184
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January 9, 2013

TO: The Capital Legal Notices: legalad@capgaz.com
FROM: Jessica Cowles, Legislative and Policy Analyst
RE: Notice of Public Hearing
PUBLISH: Please publish on: **Sunday, January 13, 2013 and Monday, January 14, 2013**

Please send bill and certificate of publication to the City of Annapolis Office of Law, 93 Main Street, 3rd Floor, Annapolis, MD 21401.

NOTICE OF ANNAPOLIS CITY COUNCIL PUBLIC HEARING

Notice is hereby given that the Annapolis City Council will hold a public hearing on Monday, January 14, 2013 at 7:00 p.m., in City Council Chambers, 160 Duke of Gloucester Street, Annapolis, to consider:

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.

The above legislation on the City Council agenda for public hearing can be viewed on the City's website at: <http://www.annapolis.gov/Government/Departments/LawOffice/PendingLegis.aspx>

DRAFT
REGULAR MEETING
December 10, 2012

The Regular Meeting of the Annapolis City Council was held on December 10, 2012 in the Council Chamber. Mayor Cohen called the meeting to order at 7:07 p.m.

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

Absent on Roll Call: Alderman Kirby arrived at 7:29 p.m.

Staff Present: City Attorney Hardwick, City Manager Mallinoff, Fire Chief Stokes, Transportation Director Newell

Approval of Agenda

- Alderwoman Arnett moved to approve the Regular Meeting Agenda. Seconded. CARRIED on voice vote.

SPECIAL ORDER of BUSINESS

Resignation of Alderman Silverman

Mayor Cohen and the City Council Members recognized former Alderman Silverman for his service to the Citizens of the City of Annapolis from December 2009 thru December 2012.

CITY COUNCIL CITATIONS

Martha Wood Leadership Award

Mayor Cohen invited Alderman Paone to present to Sandra Chapman the City Council Citation in recognition of being honored by the Housing Authority of the City of Annapolis as the thirtieth recipient of the prestigious Martha Wood Leadership Award.

Eastport Volunteer Fire Department

Mayor Cohen and Alderman Arnett recognized Al Kirchner, President of the Eastport Volunteer Fire Department for purchases made with funds they raised through various events for the following:

2007 Pierce Fire Engine – E-361 Cost \$350,000

2001 American LaFrance Ladder Truck – Truck 36 * purchased used in 2010 to replace an aging city owned ladder truck – Cost \$250,000

1997 Ferrara Fire Engine – E-362 Cost \$390,000

2012 Chevrolet 4-wheel drive pick-up truck with snow plow – Utility 36 Cost \$40,000

2003 International Medtec Ambulance – M362 – Donated to EVFD by Charles County, Maryland – Cost \$0

Fire Chief Stokes gave a brief presentation and answered questions from Council.

PETITIONS, REPORTS AND COMMUNICATIONS

Proposed City Dock Master Plan

Mayor Cohen presented the Members of the City Dock Advisory Committee with a Mayoral Citation in recognition of their tireless, dedicated service as a member of the City Dock Advisory Committee and a copy of the Proposed City Dock Master Plan. Committee Members:

Chairman, Kurt Schmoke
Vice Chair, Gene Godley
Adriana Apolito-Bevis
Karen Theimer Brown
Joe Budge
Anthony Clarke
Dick D'Amato
Cathy Durkan
Debbie Gosselin
Matt Grubbs
John Guild
Kitty Higgins
Catherine Incaprera
Ann Jensen
Gary Jabson
Rhonda Pindell-Charles
Orlando Ridout
V Joseph Rubino
Chris Schein
Gary Schwerzler
NT Sharps
Peggy Summers
Robert Waldman
Chance Walgran
Carol Nethen West

Approval of Journal Proceedings

- Alderman Israel moved to approve the Journal of Proceedings for the Regular Meeting November 5, 2012 and the Special Meeting of November 26, 2012. Seconded. CARRIED on voice vote.

Comments by the General Public

Heather Hurt, 820 Chester Avenue, Annapolis, Maryland 21403 representing Connect Annapolis spoke in favor of the Annapolis City Dock Master Plan.
Jessica Boswell, 1000 Hilltop Road Baltimore, Maryland 21250, a student from the University of Maryland Baltimore County spoke on her Environmental Policy Course Titled – The Banning of Plastic Bags

- Mayor Cohen declared the petitions, reports and communications closed.

PUBLIC HEARINGS

- O-31-12 Merging the Transportation Board and Parking Advisory Commission – For the purpose of merging the Transportation Board and Parking Advisory Commission due to significant overlap in their current roles and responsibilities.**

City Manager Mallinoff was present and answered questions from Council.

Transportation Director Newell gave a brief presentation on the ordinance.

Spoke in favor of the ordinance:

William Small, 702 Severn Avenue, Annapolis, Maryland 21403 member of the Transportation Board.

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

- Mayor Cohen declared the public hearing closed.

O-41-12 Public Ethics and Financial Disclosure - For the purpose of establishing minimum standards for the conduct of Annapolis government business and to assure the citizens of the City of that they may have the highest trust in public officials and employees and that the impartiality and independent judgment of public officials and employees will be maintained without improper or even the appearance of improper influence. To guard against improper influence, it is required that all City officials and employees maintain the highest ethical standards in conducting City business and that select City officials and employees disclose their financial affairs as provided in Sections 2.08.050, 2.08.051, and 2.08.052.

James E. Dolezal, 86 Market Street, Annapolis, Maryland 21401-2606, Chair of the Ethic's Commission gave a brief presentation on the ordinance.

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 and RESOLUTIONS – 2ND READING

O-28-12 Amending the Procedures for the Sale and Rental of Moderately Priced Dwelling Units – For the purpose of amending the procedures for the sale and rental of moderately priced dwelling units.

- Alderman Arnett moved to postpone O-28-12 on second reading until the Regular Meeting of March 11, 2013. Seconded. CARRIED on voice vote.

ORDINANCES and RESOLUTIONS – 1ST READER

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.

- Alderman Arnett moved to approve O-44-12 on first reader. Seconded. CARRIED on vice vote.
- Mayor Cohen requested O-44-12 be scheduled for public hearing at the Special Meeting on December 17, 2012.

Referred to the Economic Matters and the Environmental Matters Committees

DRAFT
SPECIAL MEETING
December 17, 2012

The Special Meeting of the Annapolis City Council was held on December 17, 2012 in the Council Chamber. Mayor Cohen called the meeting to order at 7:07 p.m.

Present on Roll Call: Mayor Cohen, Aldermen Israel, Paone, Alderwoman Finlayson, Aldermen Kirby, Pfeiffer

Absent on Roll Call: Alderman Arnett, Alderwoman Hoyle arrived at 7:14 p.m.

Staff Present: City Attorney Hardwick, City Manager Mallinoff, Public Works Director Jarrell, Chief of Comprehensive Planning Burke, Water Sewer Program Manager Burkhardt, City Council Liaison Raftovich

Approval of Agenda

- Alderman Israel moved to approve the Special Meeting Agenda. Seconded. CARRIED on voice vote.

CITY COUNCIL CITATIONS

Former General Manager
Loews Annapolis Hotel

Mayor Cohen invited Alderman Kirby to present James LoBosco with a City Council Citation and a Proclamation proclaiming December 17, 2012 "James LoBosco Day in the City of Annapolis". Police Chief Pristoop on behalf of the Annapolis Police Department presented Mr. LoBosco with a Certificate of Appreciation for his leadership in the community.

PETITIONS, REPORTS AND COMMUNICATIONS

Comments by the General Public

Ruby Blakney, 11 Monroe Court, Annapolis, Maryland 21401 representing the Kunta Kinte Festival gave a brief presentation on the festival.
Dr. Debbie Wood, 1332 Spa Road, Annapolis, Maryland 21401 representing the Kunta Kinte Festival spoke on the attendance at the event.
David Arthur, 1136 Tyler Avenue, Annapolis, Maryland 21403 representing the Kunta Kinte Festival spoke in favor of the event.
Joe Budge, 9 Randall Court, Annapolis, Maryland 21401 spoke on O-39-12 and requested the ordinance be postponed until its been reviewed by the Financial Advisory Commission.

- Mayor Cohen declared petitions, reports and communication closed.

Update on Clean & Green City Initiative

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

Public Works Director Jarrell was present and answered questions from Council.

PUBLIC HEARINGS

- O-42-12 Residency Requirements for Certain Department Directors – For the purpose of amending the residency requirement for certain department directors by amending the following portion of the Code of the City of Annapolis, 2012 Edition: 2.04.060.**

City Manager Mallinoff 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

ORDINANCES and RESOLUTIONS – 2ND READING

O-27-12 Removing the Requirement that a Certified Public Accountant Attest to Ratio Reports for Restaurants Renewing Their Alcoholic Beverage Licenses – For the purpose of removing the requirement that a certified public accountant attest to the ratio reports that restaurant class alcoholic beverage licensees must provide when renewing their licenses and instead allowing the owner to provide a sworn statement regarding the ratio of food and liquor sales.

- Alderman Pfeiffer moved to adopt O-27-12 on second reading. Seconded.

The Economic Matters Committee reported favorably and the Alcoholic Beverage Control Board reported favorably with amendments on O-27-12.

- Alderman Paone moved to amend O-27-12 as follows:

Amendment #3

Page 2, Line 4: strike “report stating” and replace with “a sworn statement reporting”. Seconded. CARRIED on voice vote.

- Alderman Israel moved to amend to O-27-12 as follows:

Amendment #1

Page 1, Line 11: strike “restaurants” and replace with “applicant”
Page 1, Line 14: strike “owner” and replace with “applicant”
Page 1, Line 21: strike “owner” and replace with “applicant”

Amendment #2

Page 1, Line 15: strike “liquor” and replace with “alcoholic beverage” 1-2
Seconded. CARRIED on voice vote.

The main motion as amended CARRIED on voice vote.

- Alderman Israel moved to adopt O-27-12 amended on third reading. Seconded.

A ROLL CALL vote was taken:

YEAS: Mayor Cohen, Alderwoman Finlayson, Aldermen Kirby, Pfeiffer,
Israel, Paone, Alderwoman Hoyle

NAYS:

CARRIED: 7/0

- O-39-12 Issuance of Bonds – Water Treatment Plant - For the purpose of authorizing and empowering the City of Annapolis (the “City”) to finance and refinance the construction, renovation and equipping of a water treatment plant through the issuance and sale, upon its full faith and credit, of general obligation bonds or notes in an aggregate principal amount not to exceed Thirty Five Million Dollars (\$35,000,000), pursuant to Sections 31 through 39, inclusive, of Article 23A of the Annotated Code of Maryland (2011 Replacement Volume), as amended, and Article VII, Section 11 of the Charter of the City, as amended; prescribing the form and tenor of said bonds or notes; determining the method of sale of said bonds or notes and other matters relating to the issuance and sale thereof; providing for the disbursement of the proceeds of said bonds and notes; covenanting to levy and collect all taxes necessary to provide for the payment of the principal of and interest on said bonds and notes; and generally providing for and determining various matters relating to the issuance, sale and delivery of all said bonds and notes.**

City Manager Mallinoff gave a brief presentation on the ordinance and answered questions from Council. Public Works Director Jarrell and Water Sewer Program Manager Burkhardt were present and answered questions from Council.

- Alderman Pfeiffer moved to adopt O-39-12 on second reading. Seconded.

The Economic Matters and Finance Committees reported favorably on O-39-12. The Financial Advisory Commission reported no action on O-39-12.

- Alderwoman Finlayson moved to amend O-39-12 on second reading in the form of a substitution. Seconded. CARRIED on voice vote.

The main motion as amended CARRIED on voice vote.

- Alderman Kirby moved to adopt O-39-12 amended on third reading. Seconded.

A ROLL CALL vote was taken:

YEAS: Mayor Cohen, Alderwoman Finlayson, Aldermen Kirby, Pfeiffer,
Alderwoman Hoyle
NAYS: Aldermen Israel, Paone
CARRIED: 5/2

- R-47-12 Revision to the Capital Improvement Budget and Program: FY 2013 to FY 2018 – For the purposes of the purposes of revising the capital improvement budget for the Fiscal Year 2013, and the capital improvement program (Water Treatment Plant) for the six-year period from July 1, 2012, to June 30, 2018.**

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

Public Works Director Jarrell was present and answered questions from Council.

- Alderman Pfeiffer moved to adopt R-47-12 on second reading. Seconded.

A ROLL CALL vote was taken:

YEAS: Mayor Cohen, Alderwoman Finlayson, Aldermen Kirby, Pfeiffer,
Israel, Alderwoman Hoyle
NAYS: Alderman Paone
CARRIED: 6/1

ORDINANCES and RESOLUTIONS – 1st READER

O-43-12 Lease of Public Parking Lots 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.

- Alderwoman Hoyle moved to adopt O-43-12 on first reader. Seconded. CARRIED on voice vote

Referred to the Rules and City Government and Economic Matters Committees.

R-50-12 Public Information - For the purpose of establishing administrative regulations for filing and processing requests to the City of Annapolis for inspection for access to public records.

- Alderman Paone moved to adopt R-50-12 on first reader. Seconded. CARRIED on voice vote.

Referred to the Rules and City Government Committee.

- Alderman Israel requested R-50-12 be scheduled for a public hearing.

BUSINESS and MISCELLANEOUS

1. Appointments and Reappointments

City Council Liaison Raftovich present and answered questions from Council.

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

12/17/12	Annapolis Environmental Commission	Christopher J. Patrick
12/17/12	Board of Appeals	Christian Elkington
12/17/12	Board of Appeals	Victoria Reyes Garcia
12/17/12	Civil Service Board	Cutter Matlock
12/17/12	Financial Advisory Commission	Frank A. Brown

Seconded. CARRIED on voice vote.

- Alderwoman Hoyle moved to approve the appointment of Alderwoman Finlayson to the Task Force to Study the Police and Fire Pension Plan and Other Post Employment Benefits. Seconded. CARRIED on voice vote.

2. Budget Revision Requests

City Manager Mallinoff gave a brief presentation on the budget revision requests and answered questions from Council.

The Finance Committee reported favorably on the budget revision requests.

- Alderman Paone moved to vote on the budget revision requests jointly. Seconded. CARRIED on voice vote.
- Alderwoman Finlayson moved GT-11-13, Eastport Fire Station, Hillman Parking Garage and the Emergency Generator, GT-12-13, Towne Park, GT-13-13, Speed Camera Program. Seconded. CARRIED on voice vote.

Upon motion duly made, seconded and adopted, the meeting was adjourned at 9:25 p.m.

Regina C. Watkins-Eldridge, MMC
City Clerk

R-49-12 2012 City Dock Master Plan - For the purpose of adopting the Draft City Dock Master Plan as an addendum to the 2009 Annapolis Comprehensive Plan

- Alderman Arnett move to approve R-49-12 on first reader. Seconded. CARRIED on voice vote.

Referred to the Rules and City Government and Economic Matters Committees and the Historic Preservation Commission, Planning Commission

BUSINESS and MISCELLANEOUS

1. Appointments and Reappointments

The Housing and Human Welfare Committee reported favorably on the proposed appointment.

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

12/10/12 Education Commission Jessica L. Pachler. Seconded.
CARRIED on voice vote.

2. Budget Revision Requests

City Manager Mallinoff was present and answered questions from Council.

- Alderman Paone recused himself from the discussion and the vote regarding GT-8-12.
- Alderman Israel moved to call the question to end the debate. Seconded. CARRIED on voice vote.
- Alderman Arnett moved to have the City Council Members abandon any notions of having a small conference room on the 1st floor of City Hall. Seconded. CARRIED on voice vote.
- Alderman Arnett moved to withdraw GT-8-12. Seconded. CARRIED on voice vote.
- Alderman Arnett moved to not extend the lease of 93 Main Street, Suite 300 beyond June 30, 2013. Seconded. CARRIED on voice vote.

Upon motion duly made, seconded and adopted, the meeting was adjourned at 9:11 p.m.

Regina C. Watkins-Eldridge, MMC
City Clerk

CITY COUNCIL OF THE
City of Annapolis
ORDINANCE NO. O-44-12

Introduced by: Mayor Cohen

LEGISLATIVE HISTORY			
<i>Legislative referrals are subject to City Council action at the time of introduction and are reflected in the City Council's adopted minutes</i>			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
12/10/12			03/10/13
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	12/10/12		
Environmental Matters	12/10/12		

AN ORDINANCE concerning

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 Old City Recreation Center and other property and water locations as described in the lease to CRUISERS UNIVERSITY, INC., t/a Annapolis Spring Sailboat Show, in April 2013, to conduct boat shows.

WHEREAS, CRUISERS UNIVERSITY, INC., t/a Annapolis Spring Sailboat Show, desires to lease certain municipal property for the purpose of conducting boat shows; and

WHEREAS, the Annapolis City Council believes that these proposed boat shows would inure to the benefit of the City; and

WHEREAS, a lease setting forth details of the rental has been prepared and is considered satisfactory; and

WHEREAS, Article III, Section 8 of the Charter of the City of Annapolis requires the passage of an ordinance to authorize the lease.

NOW THEREFORE:

1 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**
2 **COUNCIL** that the proposed lease between the City of Annapolis and CRUISERS
3 UNIVERSITY, INC., t/a Annapolis Spring Sailboat Show, for the rental of certain
4 municipal property in the area of Susan B. Campbell Park, Annapolis City Donner
5 Parking Lot, Ego Alley Water Space, and Old City Recreation Center and other property
6 and water locations from April 23, 2013 to April, 30, 2013 specifically described in the
7 lease, a copy of which is attached hereto and made a part hereof, more specifically
8 described in the attached lease, is hereby approved and the Mayor is hereby authorized
9 to execute the lease on behalf of the City of Annapolis.

10
11 **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**
12 **ANNAPOLIS CITY COUNCIL** that it is expressly found by the City Council that the
13 property to be leased will better serve the public need for which the property was
14 acquired by stimulating local interest in the boating industry, encouraging visitors and
15 residents of the City to visit the harbor and dock area, by generating tax revenues and
16 rental income to the City and otherwise providing economic benefits to the City.

17
18 **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**
19 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its
20 passage.

21
22
23 **ADOPTED** this _____ day of _____, _____.

24
25 **ATTEST:** **THE ANNAPOLIS CITY COUNCIL**

26
27
28 **BY:** _____
29 Regina C. Watkins-Eldridge, MMC City Clerk Joshua C. Cohen, MAYOR

30
31
32 **EXPLANATION**
33 CAPITAL LETTERS indicate matter added to existing law.
34 [brackets] indicate matter stricken from existing law.
35 Underlining indicates amendments.

LEASE

Authorized by O-44-12

This Lease is made this _____ day of _____, 2012, 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;

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.

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 1.4. Rent: Rent for the various parcels shall be as follows:

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

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 Lease 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)

Annapolis Spring Sailboat Show

Cruisers University, Inc. trading as

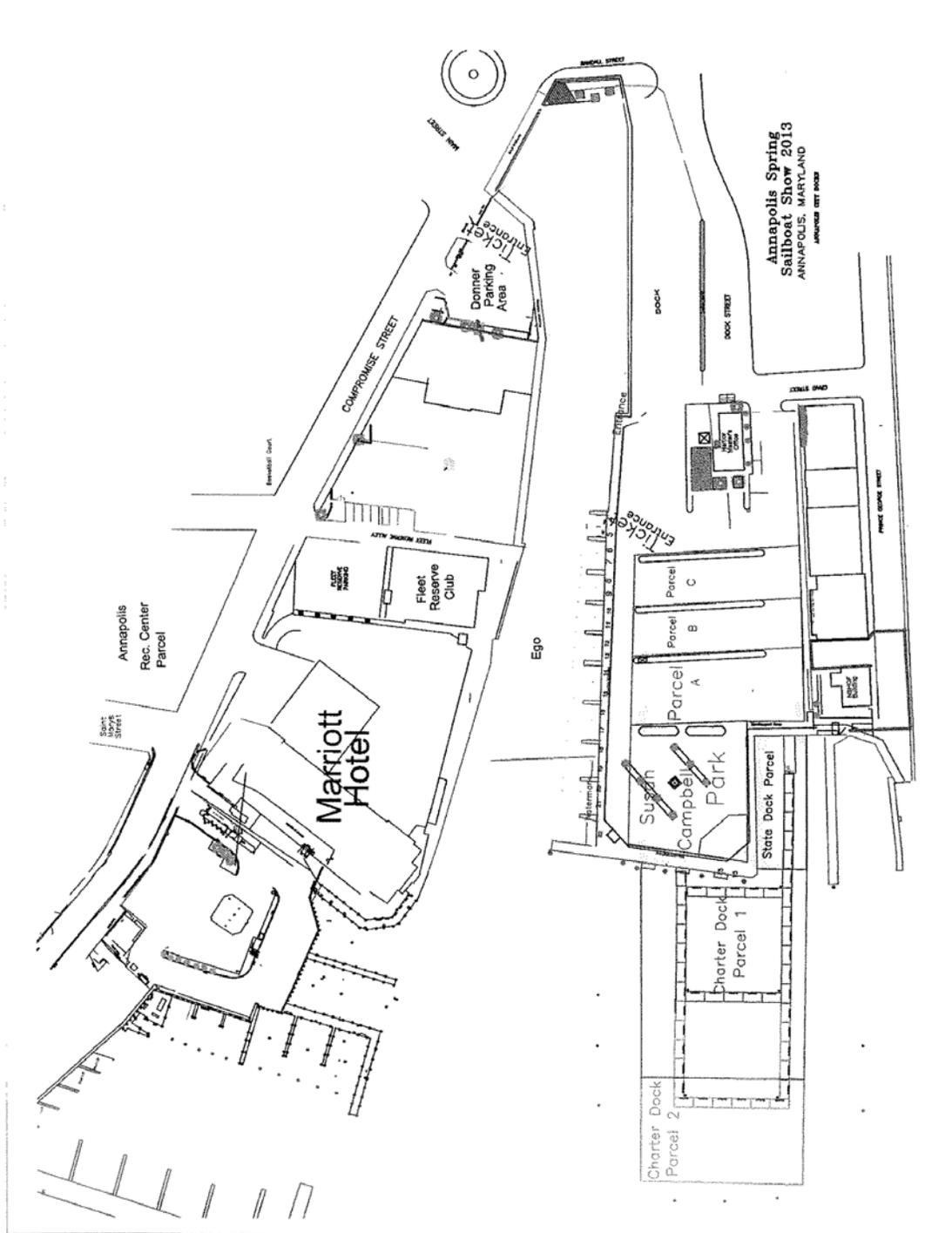
Witness

By: _____
C.E. Hartman, President (Seal)

Approved as to form and legal sufficiency:

Karen M. Hardwck, City Attorney

Exhibit A



Staff Paper

O-44-12 - Lease of City Property: Boat Shows in Spring 2013

Pursuant to Article II, Section 8 of the Annapolis City Charter, it is necessary for the City Council to enact an ordinance to authorize a lease of City property. Ordinance O-44-12 would authorize a lease of City property for Spring Boat Shows from April 23, 2013 to April 30, 2013. Areas of the City property to be leased are at Susan B. Campbell Park, Annapolis City Donner Parking Lot, Ego Alley Water Space, Charter Dock, Dock Street, and State Dock.

The lease would be executed between the City of Annapolis and CRUISERS UNIVERSITY, INC., t/a Annapolis Spring Sailboat Show. Under the terms of the lease, the rent for the various parcels shall be:

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

The Lessee would be required to prepare and submit a transportation plan that includes a parking element to the City of Annapolis Department of Transportation.

Prepared by Carol Richardson, Legislative and Policy Analyst, City of Annapolis Office of Law, (410) 263-1184, cdrichardson@annapolis.gov.

FISCAL IMPACT NOTE

Legislation No: O-44-12

First Reader Date: 12-10-12

Note Date: 1-11-13

Legislation Title: Lease of City Property: Boat Shows in Spring 2013

Description: 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 Old City Recreation Center and other property and water locations as described in the lease to CRUISERS UNIVERSITY, INC., t/a Annapolis Spring Sailboat Show, in APRIL 2013, to conduct boat shows.

Analysis of Fiscal Impact:

This legislation describes and authorizes an attached lease with Lessee, CRUISERS UNIVERSITY, INC., that will allow for the rental of certain City property and water locations from April 23, 2013 to April 30, 2013. The lease is expected to stimulate the boating industry and encourage visitors to the area, thereby generating tax revenue, rental income, and economic benefit to the City.

The lease provides that the Lessee will pay rent totaling \$12,175.50 for use of the named parcels. Lessee will obtain all required permits which are priced to cover the cost of inspections. The City will be reimbursed for costs and services including utilities, parking and transportation, facilities and services, police services, and fire services. Permits and inspections, and costs of City services to be invoiced will have no fiscal impact.

The lease provides that the City, at its own expense, will provide an adequate number of dumpsters outside the boat show grounds for the use of the Lessee during the period and shall provide for the prompt removal of trash, refuse and recycling materials generated during the show. No estimate of the cost to the City is available at this time, however, the City's cost for refuse removal for the fall boat shows was \$12,348.30.

The City will experience lost parking meter revenue estimated at \$22,753 and lost docking revenue estimated at \$2,000 due to the areas to be leased.

The direct negative fiscal impact to the City is \$12,577.50 not including the cost of dumpsters outside the rented premises.

**Mayor Cohen's Proposed Amendments to O-44-12
Lease of City Property: Boat Shows in Spring 2013**

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 and Old Rec Center Parking Lot, 9 St. Mary's Street, First Floor, 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 insureds 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.

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

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.

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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.

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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.

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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 Lease 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)

Annapolis Spring Sailboat Show

Cruisers University, Inc. trading as

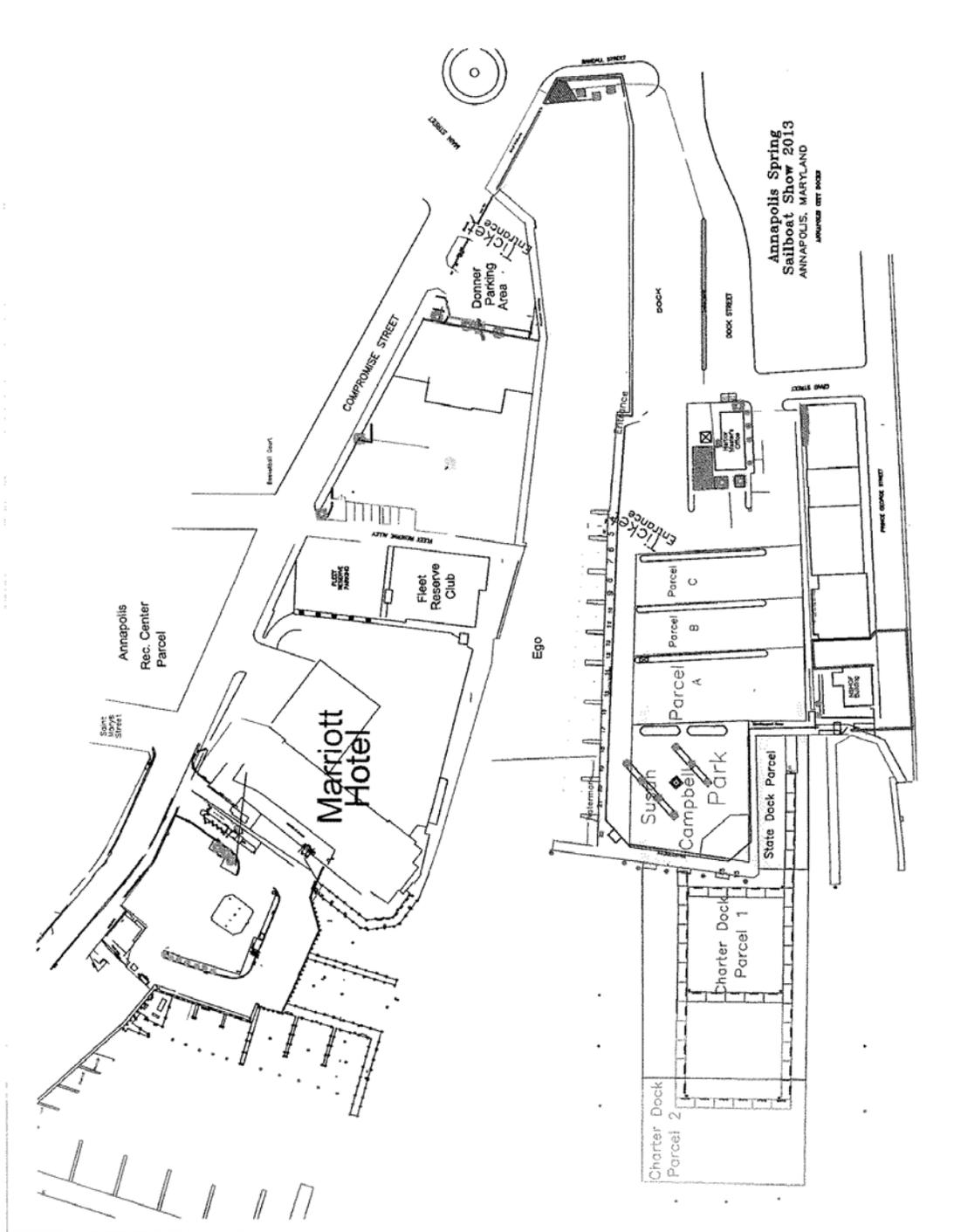
Witness

By: _____
C.E. Hartman, President (Seal)

Approved as to form and legal sufficiency:

Karen M. Hardwck, City Attorney

Exhibit A



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**CITY COUNCIL OF THE
City of Annapolis**

Ordinance No. O-1-13

Sponsors: Mayor Cohen, Alderwoman Finlayson, Alderman Arnett

LEGISLATIVE HISTORY			
<i>Legislative referrals are subject to City Council action at the time of introduction and are reflected in the City Council's adopted minutes</i>			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/14/13			4/14/13
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	1/14/13		
Finance	1/14/13		

8
9 **A ORDINANCE** concerning

10 **Technical Corrections to the Annapolis City Code - Exempt Service**

11 **FOR** the purpose of making certain technical corrections to the Annapolis City Code in
12 regards to the exempt service.

13 **BY** making technical amendments regarding certain exempt service positions in order to
14 reflect the original intent of Ordinance No. O-10-12 Amended, which repealed and re-
15 enacted with amendments the following portions of the Code of the City of Annapolis,
16 2012 Edition:

17 Section 3.08.010

18 Section 3.08.030

19
20 **WHEREAS,** Sections 3.08.010 and 3.08.030 of the Code were amended pursuant to
21 Ordinance No. O-10-12 Amended, which was adopted by the Annapolis City
22 Council on June 4, 2012;

23 **WHEREAS,** pursuant to Ordinance No. O-10-12 Amended, certain positions were added to
24 exempt service and certain positions were eliminated from exempt service;

25 **WHEREAS,** certain technical amendments are necessary to effectuate the original purpose of
26 Ordinance O-10-12 Amended.

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29
30 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**
31 **COUNCIL** that the Code of the City of Annapolis shall be amended to read as follows:
32

CHAPTER 3.08 – EXEMPT SERVICE

3.08.010 - Positions included.

The exempt service includes:

1. All the elected officials;
2. All department directors;
3. City Manager;
4. Communications Officer;
5. City Attorney;
6. Assistant City Attorney;
7. Community Relations Specialist;
8. Human Services Officer and Ombudsman;
9. Administrative Assistant;
10. Assistant City Manager;
11. Public Information Officer and Quartermaster
12. Executive Office Associate;
13. Recruitment/[EEO] EMPLOYEE RELATIONS Administrator;
14. Deputy Fire Chiefs; and
15. Police Major and Captains.

3.08.030 - Salary.

A. 1. For purposes of setting annual salaries, the following positions in the exempt service are assigned grades in the City's pay plan as indicated:

Position	Grade
Executive Office Associate	A10
Recruitment/[EEO] EMPLOYEE RELATIONS Administrator	A15
Communications Officer	A18
Deputy Fire Chief	F18
Human Resources Director	A20
Director of Transportation	A20
[Director of Economic Affairs]	[A20]
Director of Neighborhood and Environmental Programs	A20
[Central Services Officer]	[A20]
Director of Recreation and Parks	A20
City Attorney	A20
Assistant City Attorney	A18
Director of Finance	A20
Director of Planning	A20
Human Services Officer and Ombudsman	A18
[Development/Events Specialist]	[A12]
Community Relations Specialist	A12
[Boards and Commissions/Council Associate]	[A10]
Administrative Assistant	A8
Assistant City Manager	A14
Public Information Officer and Quartermaster	A12

Fire Chief	F20
Police Chief	P20
Police Major	P18
Police Captain	P17
Director of Public Works	A20

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2 2. The salary of the City Manager shall be proposed and approved by the council at the
3 time of the City Manager's confirmation hearing.
4
- 5 B. Salary raises:
- 6 1. Shall be justified by either satisfactory or above satisfactory performance reviews by the
7 Mayor and shall be entirely at the Mayor's discretion, with the exception of those positions listed
8 in subsection (B)(2) of this section;
- 9 2. Shall be at the discretion of the Department Director for the following positions:
- 10 i. Deputy Fire Chiefs,
11 ii. Police Captains,
12 iii. Police Major,
13 iv. Recruitment/Employee Relations Administrator,
14 v. Assistant City Attorney[.],
15 vi. EXECUTIVE OFFICE ASSOCIATE,
16 vii. COMMUNICATIONS OFFICER,
17 viii. HUMAN SERVICES OFFICER AND OMBUDSMAN,
18 ix. COMMUNITY RELATIONS SPECIALIST
19 x. ADMINISTRATIVE ASSISTANT,
20 xi. ASSISTANT CITY MANAGER,
21 xii. PUBLIC INFORMATION OFFICER AND QUARTERMASTER.
- 22 3. Shall not be awarded to an individual more frequently than once a year;
- 23 4. Shall not be for an amount exceeding one pay step in the grade range for the position as set
24 in subsection (A)(1) of this section;
- 25 5. Shall not cause an individual's salary to exceed the maximum salary of the assigned grade.
26
- 27 C. Longevity salary increases awarded to civil service employees shall not be a benefit of
28 the exempt service.
29
- 30 D. A City employee appointed to a position specified in subsection (A)(1) of this section
31 shall be assigned to a salary in the new pay grade which is at a minimum five percent higher
32 than the employee's salary prior to promotion or shall be assigned to the minimum of the new
33 grade, whichever is higher. In no case shall the new salary exceed the maximum salary of the
34 new grade.
35
- 36 E. For positions other than those specified in subsection (B)(2) of this section, the Mayor
37 may make an initial appointment at a salary greater than the first step of the assigned grade.
38 The appointment and initial salary is subject to confirmation by the City Council. For those
39 positions specified in subsection (B)(2) of this section, appointments made by Department
40 Director do not require City Council approval and initial appointments may be made at a salary
41 greater than the first step of the assigned grade subject to the availability of funding.
42
- 43 F. The Mayor shall report to the City Council on an annual basis the salaries of all positions
44 listed in subsection A of this section, and all increases in salary awarded since the prior report.

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SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that this Ordinance shall take effect from the date of its passage.

ADOPTED this _____ day of _____, _____.

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

Regina C. Watkins-Eldridge, MMC, City Clerk

Joshua J. Cohen, Mayor

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EXPLANATION

CAPITAL LETTERS indicate matter added to existing law.
[brackets] indicate matter stricken from existing law.
Underlining indicates amendments.

Policy Report
Ordinance O-1-13

Technical Corrections - Exempt Service

The proposed ordinance would make certain technical corrections to Sections 3.08.010 and 3.08.030 to the Annapolis City Code, 2012 Edition. These technical corrections are necessary to ensure that the Code reflects the original intent of Ordinance No. O-10-12 Amended, which was adopted by the Annapolis City Council on June 4, 2012.

Prepared by Jessica Cowles, Legislative and Policy Analyst in the City of Annapolis Office of Law at 410.263.1184 or JCCowles@annapolis.gov.

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**CITY COUNCIL OF THE
City of Annapolis**

Resolution No. R-1-13

Introduced by: Alderman Pfeiffer

LEGISLATIVE HISTORY			
<i>Legislative referrals are subject to City Council action at the time of introduction and are reflected in the City Council's adopted minutes</i>			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/14/13			4/14/13
Referred to	Referral Date	Meeting Date	Action Taken
Transportation	1/14/13		
Transportation Board	1/14/13		

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A RESOLUTION concerning

Filing of Grant Application with the Mass Transit Administration

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FOR the purpose of authorizing the filing of an application with the Mass Transit Administration of the Maryland Department of Transportation for a Sections 5303, 5304, 5307, 5309, 5310, 5311, 5316, and/or 5317 grants under the Federal Transit Act.

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WHEREAS, the Mass Transit Administration is the designated recipient in Maryland for grants under the Federal Transit Act; and

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WHEREAS, the Administrator of the Mass Transit Administration of the Maryland Department of Transportation is authorized to make grants to counties and to local governments for a mass transportation program of projects; and

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WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program; and

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WHEREAS, it is required by the United States Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that, in connection with the filing of an application for assistance under the Federal Transit Act, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

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WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services.

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NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL that the filing of the application referred to above is hereby endorsed.

AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL that the City Council hereby endorses this resolution, thereby indicating approval thereof.

AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL that a copy of this resolution be sent to the Mass Transit Administration of the Maryland Department of Transportation.

ADOPTED this ___ day of _____, 2013.

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

Regina C. Watkins-Eldridge, MMC, City Clerk

Joshua J. Cohen, Mayor

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EXPLANATION

CAPITAL LETTERS indicate matter added to existing law.

[brackets] indicate matter stricken from existing law.

Underlining indicates amendments.

Policy Report

R-1-13

Filing of Grant Application with the Mass Transit Administration

The proposed resolution would endorse the filing of an application with the Mass Transit Administration of the Maryland Department of Transportation for a Section 5303, 5304, 5307, 5309, 5310, 5311, 5316, and/or 5317 grant under the Federal Transit Act.

Prepared by Jessica Cowles, Legislative and Policy Analyst in the City of Annapolis Office of Law at JCCowles@annapolis.gov or 410.263.1184.

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**CITY COUNCIL OF THE
City of Annapolis**

Resolution No. R-2-13

Introduced by: Alderman Kirby

LEGISLATIVE HISTORY			
<i>Legislative referrals are subject to City Council action at the time of introduction and are reflected in the City Council's adopted minutes</i>			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
Referred to	Referral Date	Meeting Date	Action Taken
1/14/13			4/14/13
Housing and Human Welfare	1/14/13		

8
9 **A RESOLUTION** concerning

10 **Support for Angela Wakhweya, M.D. to Continue Her Service as the Anne Arundel County**
11 **Health Officer**

12 **FOR** the purpose of expressing the sense of the Annapolis City Council to support Angela
13 Wakhweya, M.D. in continuing her service as the Anne Arundel County Health Officer.

14 **WHEREAS,** Dr. Wakhweya has served as Health Officer of Anne Arundel County since
15 October 2011; and

16
17 **WHEREAS,** Dr. Wakhweya is the first African-American and first African-American woman
18 to hold this position in the Anne Arundel County Department of Health's 81
19 year history; and

20
21 **WHEREAS,** as part of the State Health Improvement Process ("SHIP"), she helped form the
22 Healthy Anne Arundel Coalition that fosters collaboration between public and
23 private sector partners to implement actionable strategies to improve public
24 health in Anne Arundel County; and

25
26 **WHEREAS,** Dr. Wakhweya has highlighted and reviewed evidence-based strategies to
27 reduce health related disparities that exist in Anne Arundel County and has
28 been at the forefront of the dialogue to improve disparities among African-
29 Americans and Hispanics that have persisted for decades; and

30
31 **WHEREAS,** she has been instrumental in streamlining communication protocols related to
32 emergency preparedness and response resulting in a steady improvement in
33 response capability of the health department by learning from the response to
34 the Derecho event and Super Storm Sandy and infectious disease outbreaks;
35 and

36
37 **WHEREAS,** Dr. Wakhweya has met with City officials to discuss ways in which she can
38 support the City of Annapolis and has visited the City of Annapolis Emergency

1 Command Center to assess ways in which coordination of City and County
2 assets can be deployed collaboratively to mitigate impact on City and County
3 residents prior, during and in the aftermath of emergencies; and
4

5 **WHEREAS,** Dr. Wakhweya previously served as Deputy Director at the Infectious Disease
6 and Environmental Health Administration (IDEHA), Maryland Department of
7 Health and Mental Hygiene in Baltimore, Maryland and worked in partnership
8 with a cross-section of leadership in managing the state's efforts to reduce the
9 transmission of infectious diseases, help impacted persons live longer,
10 healthier lives; and, protect individuals and communities during emergencies
11 and from environmental health hazards; and
12

13 **WHEREAS,** Dr. Wakhweya has a Doctor of Medicine degree from Makerere University
14 Medical School in Kampala, Uganda, and a Master of Science in Economics
15 jointly awarded by the London School of Economics and Political Science, and
16 the London School of Hygiene and Tropical Medicine, University of London;
17 and
18

19 **WHEREAS,** the Health-General Article of the State Code, § 3-302(f), provides that the
20 health officer for a county serves at the pleasure of the "governing body" of the
21 county and the Secretary of the Maryland Department of Health and Mental
22 Hygiene; and
23

24 **WHEREAS,** the Health-General Article of the State Code, § 3-302(g), further provides that
25 the health officer may only be removed from office by the Secretary with the
26 concurrence of the governing body; and
27

28 **WHEREAS,** the Anne Arundel Charter, § 1014, provides that any action to be taken by the
29 "governing body" of the County shall be taken by the County Executive and
30 referred to the County Council for confirmation; and
31

32 **WHEREAS,** Secretary Joshua M. Sharfstein, M.D., of the Maryland Department of Health
33 and Mental Hygiene seeks the removal of Anne Arundel County Health Officer
34 Angela M. Wakhweya, M.D., an action in which Anne Arundel County
35 Executive John R. Leopold concurs and for which County Executive Leopold
36 seeks confirmation by the County Council through Resolution No. 5-13; and
37

38 **WHEREAS,** the County Council of Anne Arundel County considered Resolution No. 5-13 on
39 January 7, 2013; and
40

41 **WHEREAS,** the County Council of Anne Arundel County is scheduled to continue its public
42 hearing and vote on Resolution No. 5-13 on January 22, 2013.
43
44

45 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the
46 Annapolis City Council supports Angela Wakhweya, M.D. in continuing her service as the Anne
47 Arundel County Health Officer.
48
49

1 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a copy of this
2 Resolution be sent to Secretary Joshua M. Sharfstein, M.D., County Executive John R. Leopold,
3 and Angela M. Wakhweya, M.D.
4

5
6 **ADOPTED** this _____ day of _____, _____.
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ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

Regina C. Watkins-Eldridge, MMC, City Clerk

Joshua J. Cohen, Mayor

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14 **EXPLANATION**

15 CAPITAL LETTERS indicate matter added to existing law.

16 [brackets] indicate matter stricken from existing law.

17 Underlining indicates amendments.
18

Policy Report

R-2-13

Support for Angela Wakhweya, M.D. to Continue Her Service as the Anne Arundel County Health Officer

The proposed resolution would express the sense of the Annapolis City Council to support Angela Wakhweya, M.D. in continuing her service as the Anne Arundel County Health Officer.

Prepared by Jessica Cowles, Legislative and Policy Analyst in the City of Annapolis Office of Law at JCCowles@annapolis.gov or 410.263.1184.

UPDATED & Approved – January 14, 2013
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
Alderman Sheila M. Finlayson
Alderman Ian Pfeiffer

• **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 Richard E. Israel
Alderman Shelia 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. Littman**
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



Chartered 1708

Joshua J. Cohen, Mayor
City of Annapolis
160 Duke of Gloucester Street
Annapolis, Maryland 21401

December 6, 2012

To: Alderpersons, City Of Annapolis
From: Mayor Joshua J. Cohen 
Re: The Art in Public Places Commission

I respectfully submit for your approval the appointment of Mayor Ellen Moyer to the Art in Public Places Commission. Mayor Moyer is a resident of Ward 8 and this appointment fills a vacancy on the Board.

Ellen Moyer
35 Eastern Avenue
Annapolis MD 21403
443-370-1785
ellenmoyer@yahoo.com

Thank You.

JJC/hrr

Reviewed by:	<u>Rules and City Government</u>
<input checked="" type="checkbox"/> Favorable	<input type="checkbox"/> Unfavorable
<u>Richard Israel</u>	<u>1/7/13</u>
Committee Chair	Date



Chartered 1708

Joshua J. Cohen, Mayor
City of Annapolis
160 Duke of Gloucester Street
Annapolis, Maryland 21401

December 6, 2012

To: Alderpersons, City Of Annapolis

From: Mayor Joshua J. Cohen

Re: Art in Public Places Commission

I respectfully submit for your approval the appointment of Mr. Leonard Koscianski to the Art in Public Places Commission. Mr. Koscianski is a resident of Ward 1 and this appointment fills a vacancy on the Board. His resume is attached.

Leonard Koscianski
128 Granville Avenue
Annapolis, MD 21401
410-263-4147
Leonard@ikart.com

Thank You.

JJC/hr

Reviewed by:	<u>Rules and City Government</u>
<input checked="" type="checkbox"/> Favorable	<input type="checkbox"/> Unfavorable
<u>Richard Seavel</u>	<u>1/7/13</u>
Committee Chair	Date

Leonard Koscianski

128 Granville Avenue
Annapolis, MD 21401

410-263-4147

leonard@lkart.com

www.lkart.com

PRINCIPAL EMPLOYMENT

1979 to Present. Artist.

EDUCATION

M.F.A. in Fine Art, June, 1979, University of California, Davis.

B.F.A. in Painting, June, 1977, The Cleveland Institute of Art, Cleveland, Ohio.

6/76 - 8/76, Skowhegan School of Painting and Sculpture, Skowhegan, Maine.

SOLO EXHIBITIONS

2010 O.K. Harris Gallery, New York, NY.

2009 Carl Hammer Gallery, Chicago, Illinois.

2007 O.K. Harris Gallery, New York, New York.

2006 Robert Berman Gallery, Santa Monica, California.

2004 O.K. Harris Gallery, New York, New York.

2001 Robert Berman Gallery, Santa Monica, California.

1996 Wright Gallery, New York, New York.

Notre Dame College Gallery, Baltimore Maryland.

Cumberland Gallery, Nashville Tennessee.

1995 O.K. Harris Gallery, New York, New York.

- Miami-Dade Community College, Miami, Florida.
- 1994 Robert Berman Gallery, Los Angeles, California.
- 1992 Arthur Roger Gallery, New Orleans, Louisiana.
- 1991 Phyllis Kind Gallery, Chicago, Illinois.
Fendrick Gallery, Washington, D.C.
- 1990 Phyllis Kind Gallery, New York, New York.
Phyllis Kind Gallery, Chicago, Illinois.
Arthur Roger Gallery, New Orleans, Louisiana.
- 1989 Brody Gallery, Washington, D.C.
Phyllis Kind Gallery, Chicago, Illinois.
- 1988 Greenville County Museum of Art, Greenville, S. Carolina.
Phyllis Kind Gallery, New York, New York.
- 1987 Karl Bornstein Gallery, Santa Monica, California.
Phyllis Kind Gallery, Chicago, Illinois.
- 1986 Phyllis Kind Gallery, New York, New York.
- 1985 Karl Bornstein Gallery, Santa Monica, California.
- 1984 Newport Harbor Museum, Newport Beach, California.
Phyllis Kind Gallery, New York, New York.
- 1983 Phyllis Kind Gallery, New York, New York.
Karl Bornstein Gallery, Santa Monica, California.
- 1980 Karl Bornstein Gallery, Santa Monica, California.
- 1979 George Belcher Gallery, San Francisco
C. N. Gorman Museum, Davis, California.

PUBLIC COLLECTIONS

The Metropolitan Museum of Art, New York, New York.

The Philadelphia Museum of Art, Philadelphia, Pennsylvania.

The Chicago Art Institute, Chicago, Illinois.

The Cleveland Museum of Art, Cleveland, Ohio.

The Chrysler Museum, Norfolk, Virginia.

The Milwaukee Museum of Art, Milwaukee, Wisconsin.

The Long Beach Museum of Art, Long Beach, California.

The Greenville County Museum of Art, Greenville, South Carolina

The Montgomery Museum of Art, Montgomery, Alabama

The Newport Harbor Museum of Art, Newport Beach, California

The Arnot Museum of Art, Oswego, New York

The Chrysler Museum of Art, Norfolk, Virginia.

University Art Museum. Vanderbilt University, Nashville, Tennessee.

The Federal Reserve Board, Washington, D.C.

The Federal Reserve Board, Cleveland, Ohio.

C.N. Gorman Museum, Davis California.

Arrowmont School of Arts and Crafts, Sandra J. Blain Gallery, Gatlinburg, Tennessee.

University of California, Davis, California.

The Student Loan Marketing Association, Washington D.C.

AT&T Corporation, Chicago, Illinois.

IBM, New York, New York.

Disney Corporation, Pasedena, California.

ESPN Sportzone, Chicago, Illinois.

3-M Corporation, Saint Paul, Minnesota.

Rayovac Corporation, Madison, Wisconsin.

Chase Manhattan Corporation, New York, New York.

Tennessee Valley Authority, Knoxville, Tennessee.

SELECTED GROUP EXHIBITIONS

- 2012 Reflections From A Looking Glass, 6 2/18, Carl Hammer Gallery, Chicago IL.
- 2010 "The Painter's Eye," 2/18 - 3/12, Space 204, Vanderbilt University, Nashville, Tennessee.
- Ed Paschke and His Contemporaries Chicago Artists Coalition, 9/1 10/31, Chicago Illinois.
- 2009 "Invitations," Stremmel Gallery, Reno, Nevada.
- 2008 Pulse New York, Carl Hammer Gallery, New York, NY.
- 2007 An Evening of Art at Renown, Renown Health, Reno, Nevada.
- Art Pulse Miami, Carl Hammer Gallery, Miami, Florida.
- New England College of Art Gallery, New York to New Hampshire Artists of the OK Harris Gallery, Henniker, New Hampshire.
- 2006-2007 "Creative Imaginings, The Howard A. and Judith Tullman Collection", The Mobile Museum of Art, Mobile, Alabama.
- 2006-2007 "Visions of the Susquehanna". Touring exhibition visiting several museums in the Mid-Atlantic region.
- 2006 Mitchell Gallery, St. John's College, biennial county wide competitive exhibition, best of 2-D.
- 2005 Contemporary American Realism M. A. Doran Gallery, 5/12 6/15, Tulsa, Oklahoma.
- 2004-present "Art Between the Creeks" biannual coop gallery exhibitions, Annapolis, MD.
- 2003 "Real Illusions: Contemporary Art From Nashville Collections", The Frist Center, Nashville, Tennessee.
- "Works on Paper", Simayspace Gallery, Art College International, San Diego, California.
- "Digesting Consumerism Post Picasso, July1 August14.
- 2002 "True Colors, Meditations on the American Spirit.", Meridian Foundation, Washington, D.C.; City Museum, New York, New York; Topkapi Museum, Istanbul,

- Turkey; Ankara, Turkey; SunTrust Gallery, Atlanta, Georgia; Allied Museum, Berlin, Germany; Los Angeles, California.
- 2000 Animals in Contemporary Art Stremmel Gallery, Reno, Nevada.
 "Fins, Fangs, and Feathers", Cumberland Gallery, Nashville, Tennessee.
 Gallery Group Show, Robert Berman Gallery, Santa Monica, California..
 "Twentieth Anniversary Exhibition Cumberland Gallery, Nashville, Tennessee.
- 1999 Dreams and Nightmares Longbeach Museum of Art, Longbeach, California.
 Opening of Permanent Installation, ESPN SportZone, Chicago, Illinois.
- 1998 Summer Shall Come, and With Her All Delights: Looking at Nature and the Landscape in Art Vanderbilt University Fine Arts Gallery, Nashville, Tennessee.
 "Baynard Selects Wright Gallery, New York, New York.
 Group Exhibition, Berman Gallery, Santa Monica, California.
- 1997 Choice Cuts Cumberland Gallery, Nashville, Tennessee.
 Summer Group Exhibition Wright Gallery, New York, New York.
 Faculty Exhibition Holzman Gallery, Towson University, Towson, Maryland.
- 1996 Twenty-five years of Landfall Press Chicago Art Institute, Chicago, Illinois.
 "Group Exhibition Wright Gallery, New York, New York.
 "Small Packages Cumberland Gallery, Nashville, Tennessee.
 "Faculty Exhibition Holzman Gallery, Towson University, Towson, Maryland.
- 1995 New Looks Forum Gallery, New York., New York.
 Lemons, Addictions and Other Vices Art Scape 5, Meyerhoff Gallery, Maryland Institute College of Art, Baltimore, Maryland.
 "Inside/Outside Cumberland Gallery, Nashville, Tennessee.
 "Guest Speakers Holzman Gallery, Towson University, Maryland.
 "Beasties Metropol, Baltimore, Maryland.
- 1994 Fallen Idylls P.P.O.W., Miami Art Expo, Miami, Florida.
 Garden of Earthly Delights Phyllis Kind Gallery, Chicago, Illinois.

- Flowers Sherry French Gallery, New York, New York.
- The Landscape: Real and Imagined Cumberland Gallery, Nashville, Tennessee.
- "Gaia Coughs: The Awful Beauty of the Contemporary Environment Cleveland State University, Cleveland, Ohio.
- Wildlife California Center for the Arts Museum, Escondido, California.
- Inside/Outside Cumberland Gallery, Nashville, Tennessee.
- 1992 "Mind and Beast: Contemporary Artists and the Animal Kingdom", Tucson Museum of Art, Tucson, Arizona; Canton Art Institute, Canton, Ohio; Fort Wayne Museum of Art, Fort Wayne, Indiana.
- "Off the Wall", Museum of the Americas, Washington, D.C.
- "Artists Pick Artists", Cumberland Gallery, Nashville, Tennessee.
- "Inaugural Exhibition", Stephen Haller Gallery, New York, New York.
- "The Landscape in Twentieth-Century Art", Tampa Museum of Art, Tampa, Florida; Greenville County Museum of Art, Greenville, South Carolina; Madison Art Center, Madison, Wisconsin; Grand Rapids Art Museum, Grand Rapids, Michigan.
- 1992 "Mind and Beast: Contemporary Artists and the Animal Kingdom", Leigh Yawkey Woodson Art Museum, Wausau, Wisconsin; Art Museum of South Texas, Corpus Christi, Texas; Knoxville Museum of Art, Knoxville, Tennessee; Tucson Museum of Art, Tucson, Arizona.
- "My Father's House", Phyllis Kind Gallery, New York, New York.
- "Contemporary Figure Painters", Sherry French Gallery, Palm Beach, Florida.
- "The Landscape", David Adamson Gallery, Washington, D.C.
- "Beyond Landscape", Robert Berman Gallery, Santa Monica, California.
- 1991 "The Landscape in Twentieth Century American Art", Philbrook Museum of Art, Tulsa, Oklahoma; Center for the Fine Arts, Miami, Florida; Joslyn Art Museum, Omaha, Nebraska.
- "Expressive Visions and Exquisite Images", Meadow Brook Gallery, Oakland University, Rochester, Michigan.
- "Different Stories; Paintings from the 1980's" Newport Harbor Art Museum,

- Newport Beach, California.
- "Dogs, Mystical, Magical, Inspirational", Old Pueblo Museum, Tucson, Arizona.
- "Expressive Visions and Exquisite Images", Oakland University, Rochester, Michigan.
- "Public Territory", Struve Gallery, Chicago, Illinois.
- "The Eternal Male: Ares and Pluto", Sherry French Gallery, New York, New York.
- "Re-Collecting the Remembered Landscape", Jones Troyer Fitzpatrick Gallery, Washington, D.C.
- "Scale and Content", Catherine Smith Gallery, Boone, North Carolina.
- "Twenty Years of Landfall Press", Landfall Gallery, New York, New York.
- "Fendrick at Foster", Foster Gallery, Haas Fine Art Center, University of Wisconsin - Eau Claire.
- "Four Artists", Stephen Haller Gallery, New York, New York.
- 1990 "Harmony and Discord: American Landscape Today", Virginia Museum of Fine Arts, Richmond, Virginia.
- "Illumination and Radiance", Sherry French Gallery, New York, New York; Kalamazoo Institute of Arts, Kalamazoo, Michigan; Riverside Art Museum, Riverside, California; Museum of the Southwest, Midland, Texas.
- "The 1980's: The Post Pop Generation", Southern Alleghenies Museum of Art, Loretto, Pennsylvania.
- 1989 "The Nature of the Beast", The Hudson River Museum, Yonkers, New York.
- "Made in America", Virginia Beach Arts Center, Virginia Beach Virginia.
- "American Art Today: Contemporary Landscape", Art Museum, Florida International University, Miami, Florida.
- "Love and Charity, The Tradition of Caritas in Contemporary Art", Sherry French Gallery, New York, New York.
- "Revelation and Devotion: The Spirit of Religion in Contemporary Art", Sherry French Gallery, New York, New York.

- "Prints", Brody's Gallery, Washington, D.C.
- 1988 "The 1980's: A New Generation", The Metropolitan Museum of Art, New York, New York.
- "Animals at the Met", The Metropolitan Museum of Art, New York, New York.
- "Storytelling - Narrative Painting", New Jersey Center for the Visual Arts, Summit, New Jersey.
- "Charged! Places and Things", Wichita Art Museum, Wichita, Kansas; Sherry French Gallery, New York, New York.
- "Unnatural Landscape", Fay Gold Gallery, Atlanta, Georgia.
- "Selections from the Federal Reserve Board", Berry Hill Gallery, New York, New York.
- "New Works", Barbara Fendrick Gallery, Washington, D.C.
- 1987 "Nocturnes and Nightmares", Fine Art Gallery, Florida State University, Tallahassee, Florida.
- "Drawing", The Georgia Museum of Art, Athens, Georgia; Ewing Gallery of Art, University of Tennessee, Knoxville.
- "The Call of the Wild", Museum of Art, Rhode Island School of Design, Providence Rhode Island.
- "Ten Years of Southeast Seven", Southeastern Center for Contemporary Art, Winston-Salem, North Carolina.
- "The Federal Reserve Board Collects, 1981-1987", Federal Reserve Board, Washington, D.C.
- 1986 "Not About Nature", University Art Gallery, San Diego State University, San Diego, California.
- "Since 1980 - New Narrative Painting", Phoenix Museum of Art, Phoenix, Arizona.
- "Landscape, Seascape, Cityscape", New York Academy of Art, New York, New York; Contemporary Arts Center, New Orleans, Louisiana.
- "Selections from the Collection of Robert Kay", Trenton State University, Trenton, New Jersey.

- "Continuum VI", Dulin Gallery of Art, Knoxville, Tennessee.
- "Southeast Seven 8", Gray Gallery, East Carolina University, Greenville, North Carolina.
- "Recent Acquisitions", Newport Harbor Museum, Newport Beach, California.
- Sculpture Exhibition, Phyllis Kind Gallery, New York, New York.
- 1985 "Innocence and Experience", Greenville County Museum of Art, Greenville, South Carolina.
- "Dogs!", Montgomery Museum of Art, Montgomery, Alabama.
- "Art for Collectors", Federal Reserve Board, Washington, D.C.
- "Six Painters", Zilkha Gallery, Wesleyan University, Middletown, Connecticut.
- "Fortissimo! Thirty Years form the Richard Brown Baker Collection of Contemporary Art", Portland Art Museum, Portland, Oregon; San Diego Museum of Art, San Diego, California; Museum of Art, Rhode Island School of Design, Providence, Rhode Island.
- "Southeast Seven 8", Hunter Museum of Art, Chattanooga, Tennessee; Southeastern Center for Contemporary Art, Winston-Salem, North Carolina.
- "D is for Dog", Gallery Two Nine One, Atlanta, Georgia.
- 1984 "Narrative Paintings from the Metropolitan Museum of Art", Tamayo Museum, Mexico City, Mexico.
- "Painting and Sculpture Today, 1984", Indianapolis Museum of Art, Indianapolis, Indiana.
- "Dialoghi Nell'arte", Palazzo Ducalle Di Gubbio, Gubbio, Italy.
- "Conflict", Henry Art Gallery, University of Washington, Seattle, Washington.
- "Awards in the Visual Arts", San Antonio Museum of Art, San Antonio, Texas; Lochhaven Art Center, Orlando, Florida; Cranbrook Museum, Cranbrook, Michigan.
- "New Narrative Paintings", The Museum of Art, Fort Lauderdale, Florida.
- "Selections from the Yaseen Family Collection", Neuberger Museum, SUNY Purchase, Purchase, New York.
- "Works on Paper", Memorial Union Art Gallery, University of California, Davis.

- 1983 "Ten New Narrative Paintings", Metropolitan Museum of Art, New York, New York.
- "Six New Gallery Artists", Phyllis Kind Gallery, Chicago, Illinois.
- "Artist's, Toys", Vanderwoude Tananbaum Gallery, New York, New York.
- "Invitational", Grace Borgenicht Gallery, New York, New York.
- "Breaking and Entering", Joseph Gallery, New York, New York.
- "Inaugural Exhibition", Phyllis Kind Gallery, New York, New York; Phyllis Kind Gallery, Chicago, Illinois.
- 1982 "Dialect ? Dialectic, Part II", Phyllis Kind Gallery, Chicago, Illinois.
- "Art on Paper Since 1960", Weatherspoon Art Gallery, University of North Carolina, Greensboro.
- "Beast: Animal Imagery in Recent Paintings", P.S.1, Long Island City, New York.
- "Dialect ? Dialectic", Phyllis Kind Gallery, New York, New York.
- "Year in Review", Cleveland Museum of Art, Cleveland, Ohio.
- Group Exhibition, Hal Bromm Gallery, New York, New York.
- "New Talent", Allan Stone Gallery, New York, New York.
- Group Exhibition, Karl Bornstein Gallery, Santa Monica, California.
- 1981 International Print Exposition, New York, New York.
- 1980 Group Exhibition, San Francisco Museum of Modern Art, Fort Mason, San Francisco, California.
- 1979 "The May Show", Cleveland Museum of Art.
- 1977 Group Exhibition, Dana Reich Gallery, San Francisco, California.

SELECTED REVIEWS AND ARTICLES

Booth, Janice. The Feral Woods of Suburbia Wildlife Art Journal. January, 2011.
<http://www.wildlifeartjournal.com/articles/wildlife-art-journal-premium-content/winter-spring-2011/234/the-feral-woods-of-suburbia.html>

- Seed, John. Leonard Koscianski: Fierceness is Useful Huffington Post, September 7, 2010. http://www.huffingtonpost.com/john-seed/leonard-koscianski-fierce_b_705368.html
- Klein, Paul. Leonard Koscianski at Carl Hammer Art Letter, February 6, 2009.
- Westin, Monica. Review: Leonard Koscianski/Carl Hammer Gallery New City Art Review, February, 2009.
- Ebony, David. Leonard Koscianski at O.K. Harris Art in America, December 2007.
- Johnson, Ken. "Leonard Koscianski, O.K. Harris", *The New York Times*, May 21, 2004.
- Holt, Nancy. "Workspaces, a Look at Where People Work", *Wall Street Journal*, December 12, 2002.
- Trump, Lawrence. "Fine Print", *Springfield News-Sun*, March 11, 1999.
- Sims, Michael. "Heating Up", *Nashville Scene*, June 3, 1999.
- Sartorius, Tara Cady. "Fish Out of Water", *Arts & Activities*, September, 1998.
- Back Cover. *Reader's Digest*, October, 1998.
- Bostick, Alan. "Summer Delights", *The Tennessean*, June 21, 1998.
- Poems & Plays*. Cover. No. 4, Spring/Summer 1997. Middle Tennessee State University, Murfreesboro, Tennessee.
- Juxtapoz*, No. 5, winter 1995. Leonard Koscianski, Featured Artist.
- Munson, Lynne A. "Art by Committee", Editorial. *The New York Times*, September 21, 1995.
- Litt, Steven. "Fascinating Portraits of a Sick Earth", *The Plain Dealer*, January, 1994.
- Knowles, Susan. "Artist's Select Artists, Cumberland Gallery, Through May 22", *Nashville Scene*, May 6, 1993.
- Art News*, Vol. 91, No. 1, January, 1992. "Four Visionary Artists".
- Auer, James. Growth a Big Factor in Show at Wausau", *Milwaukee Journal*, May 10, 1992.

- Garver, Thomas. "Mind & Beast - Observations on Art and Animals", *Southwestern Art*, July 1992.
- Cauthorn, Robert S. "Art's Best Friend", *The Arizona Daily Star*, March, 1991.
- McCoy, Mary. "Landscapes Made From Memory", *The Washington Post*, November 30, 1991.
- Welzenbach, Michael. "Art Red in Tooth and Claw", *The Washington Post*, Saturday, March 23, 1991.
- Museum and Arts Washington*, Vol. VI, No. 5, September/October, 1990. "On Artists".
- The Capital*, January 15, 1990. "Prey Tell".
- Green, Roger. "In Trio's Show, Tension is Greater on Closer Inspection", *Lagniappe*, March 15, 1990.
- Weisberg, Gabriel. "Leonard Koscianski", *Arts Magazine*, October, 1990.
- Artner, Alan G. "Cinematic Canvas - Koscianski's predator art employs many idioms of film", *Chicago Tribune*, February 16, 1989.
- Van Gelder, Pat. "Animals as Subjects in Contemporary Art", *American Artist*, May, 1989.
- Knowles, Susan W. "Animal Imagery: New Forms - New Functions", *New Art Examiner*, September, 1989.
- Kohen, Helen L. "Landscape Show Rich in Tradition", *The Miami Herald*, January 15, 1989.
- Spicer, Tanya. "Designer's World", *Designer's West*, November, 1989.
- Wolff, Theodore. "Spiritual Values in Contemporary Art", *American Arts Quarterly*, fall 1989.
- Schwendenwein, Jude. "Leonard Koscianski at Phyllis Kind", *Artnews*, October, 1988.
- Raynor, Vivien. "Works That Tell Tales", *The New York Times*, November 27, 1988.
- Cullinan, Helen. "Scrape by in Cleveland", *The Plain Dealer*, October 18, 1988.
- Fox, Catherine. "'Unnatural Landscape' is a Modern Exploration of Man and Nature", *Atlanta Constitution*, August 11, 1988.

- Margolis, Judith. "Wild Dreams and Nightmares", *Artweek*, October 3, 1987.
- Mahaffey, Ren?. "Portrait of an Artist", *Arts and Business Quarterly*, Spring, 1987.
- Busek, Brian. "UMCP Painter Goes Hollywood", *Outlook*, University of Maryland, May 4, 1987.
- Streppa, Chris. "Arrowmont Permanent Collection", *The Arts Journal*, Vol. 12, No. 7, April, 1987.
- Antiques and Arts Weekly*, February 6, 1987. "RISD Displays Animal Themes in Art."
- Artner, Alan. "Leonard Koscianski", *Chicago Tribune*, January 15, 1987.
- Lugo, Mark E. "Virtuoso Technique Exciting", *The Tribune*, San Diego, California, September 11, 1986.
- Pincus, Robert L. "'Not About Nature' Adheres to its Theme", *The San Diego Union*, September 11, 1986.
- Cohrs, Timothy. "Leonard Koscianski at Phyllis Kind", *Arts*, summer, 1986.
- Haggerty, Gerard. "Leonard Koscianski at Phyllis Kind", *Artnews*, Summer, 1986.
- Stephenson, Anne. "Exhibit Captures Narrative Tradition", *The Arizona Republic*, March 21, 1986.
- Connally, Dan. "Illustrative Allegories", *Artweek*, June 15, 1985.
- Wilson, William. Review of One-Man Show, *Los Angeles Times*, May 31, 1985.
- Ference, Cynthia. "Southeast Seven 8", *The Arts Journal*, May, 1985.
- Boynton, Andrew. "Dog Eat Dog", *Art and Antiques*, May, 1985.
- Heller, Faith. "Painter's Big 'Doggie' is Far From Nice", *Winston-Salem Journal*, April 7, 1985.
- Kipnis, Jeffery. "Leonard Koscianski at Phyllis Kind", *Artnews*, March, 1985.
- Dorsey, Patricia and Edward. "Awards in the Visual Arts 3", *New Art Examiner*, March, 1985.
- McEvelley, Thomas. "My Dog Neo", *Artforum*, March, 1984
- Saltman, David. "What a Nice Doggie", *Washington Post*, December 5, 1984.

- Miro, Marsha. "Cranbrook is Still the Place to See What's New", *Detroit Free Press*, December 2, 1984.
- Larson, Kay. "Revolution by the Book", *New York Magazine*, December 3, 1984.
- Glueck, Grace. Review of one-man Show, *The New York Times*, November 16, 1984.
- Colby, Joy H. "Cranbrook's Awards Show Shines with Success", *The Detroit News*, November 11, 1984.
- Hackett, Regina. "'Confrontations' Makes the Most of It's Pessimism", *Seattle Post-Intelligencer*, October 16, 1984.
- Imholte, Max. "Ugly Art is Seeking to Mirror It's Society", *The Seattle Times*, October 16, 1984.
- Berger, David. "Violent Images Fill Canvasses", *Seattle Journal-American*, September 16, 1984.
- Yau, John. "Signposts", *Insight*, University of Washington Press, fall, 1984.
- Stewart, Laura. "Artistic Charms Range From Sweet to Savage", *The Orlando Sentinel*, August 21, 1984.
- Howe, Katherine. "Savage Similes", *Images and Issues*, May/June, 1984.
- Drohojowska, Hunter. "Wolves in Koscianski's Clothing", *L.A. Weekly*, March 16-22, 1984.
- Blumberg, Mark. "The Predator and the Prey", *Artweek*, March 17, 1984.
- Cohrs, Timothy. "Leonard Koscianski at Phyllis Kind", *East Village Eye*, December/January, 1984.
- Beals, Kathie. "Yaseen's Generosity is SUNY's Gain", *Weekend*, December 2, 1983.
- Phoenix Literary Arts Magazine*, Vol. 25, No. 1, fall 1983. Covers.
- Glueck, Grace. "Gallery View", *The New York Times*, September 18, 1983.
- Rubin, Edward. "Breaking and Entering", *Artnews*, Summer 1983.
- Larsen, Susan. Review of one-man Show, *Art Forum*, May 1983.
- Harris, Susan. "Dialect ? Dialectic", *Arts*, March, 1983.
- Norklun, Kathi. "Storytelling", *Artweek*, February 26, 1983.

Pincus, Robert L. Review of one-man Show, *Los Angeles Times*, February 4, 1983.

Glueck, Grace. "Of Beasts and Humans: Some Contemporary Views", *The New York Times*, November, 1982.

Rohrer, Judith. "Objects Take Over", *Artweek*, October 27, 1979.

Albright, Thomas. "Voluptuous Women and Zippers", *San Francisco Chronicle*, October 12, 1979.

HONORARY AND PROFESSIONAL SOCIETIES

Meals on Wheels Association of America

The College Art Association. 275 Seventh Avenue, New York, New York.

Who's Who in American Art. Marquis Who' Who, New Providence, New Jersey.

The Polish Institute of Arts and Sciences of America. 208 East 30th Street, New York, New York.

American Association of Variable Star Observers, Cambridge, Massachusetts.

REFERENCES

Charles Walsh, Attorney
Annapolis, MD

Gil Cochran, Attorney
Annapolis, MD

Merle Maffei, Attorney
Annapolis, MD

Louise White
Maryland Hall for the Creative Arts
Annapolis, MD