

CITY OF ANNAPOLIS
SPECIAL MEETING OF THE CITY COUNCIL
 March 19, 2012 7:00 p.m.

Call to Order	Mayor Cohen
Invocation	Alderwoman Hoyle
Pledge of Allegiance	Mayor Cohen
Roll Call	City Clerk Watkins-Eldridge

PETITIONS, REPORTS AND COMMUNICATIONS

Swearing in of 2 Lateral Firefighters	Mayor Cohen
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.

LEGISLATIVE ACTIONS

ORDINANCES AND RESOLUTION – 2ND READING

O-53-11 **Keeping or Maintaining Chickens Within the City of Annapolis** – For the purpose of allowing chickens, but not roosters, to be kept or maintained within the City of Annapolis.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
12/12/11	1/9/12	12/18/11	4/13/12
Referred to	Referral Date	Meeting Date	Action Taken
Housing and Human Welfare	12/12/11	2/6/12	Favorable w/ amd.
Rules and City Gov't	12/12/11	2/14/12	No action

R-63-11 **Increasing Transit Fares for Transportation Services** – For the purpose of increasing transit fares for use of transportation services in the City of Annapolis by amending the FY 2012 fee schedule.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
11/28/11	1/23/12	1/15/12	3/30/12
Referred to	Referral Date	Meeting Date	Action Taken
Transportation Committee	11/28/11	3/15/12	Available 3/19/12
Finance	11/28/11	3/6/12	Favorable
Transportation Board	11/28/11	3/7/12	Available 3/19/12

R-8-12 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
3/12/12	N/A	3/14/12	6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Transportation	3/12/12	3/15/12	Available 3/19/12

R-10-12 Submission of Proposed Union Agreements – For the purpose of postponing until after March 6, 2012, the submission to the Mayor of proposed memoranda of understanding between employee organizations and the City.

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
3/12/12	N/A	3/7/12	6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	3/12/12		
Finance	3/12/12		

ORDINANCES – 1st READING

O-11-12 Eliminating the Sick Leave Bank for Employees – For the purpose of eliminating the sick leave bank authorized in Section 3.20.140 of the City Code for City of Annapolis Employees.

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
3/19/12			5/14/12
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	3/19/12		

O-12-12 Lease of City Property: Spring 2012 Boat Show – For the purpose of authorizing a lease from April 25-30, 2012 for the area 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.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
3/19/12			5/14/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	3/19/12		
Environmental Matters	3/19/12		

UPCOMING CITY COUNCIL EVENTS

Regular Meeting; Monday, April 9, 2012 7:30 p.m. City Council Chambers
Work Session; Thursday, April 19, 2012 1:30-4:30 p.m. City Council Chambers
Special Meeting; Monday, April 23, 2012 7:00 p.m. City Council Chambers

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**CITY COUNCIL OF THE
City of Annapolis**

Ordinance No. O-53-11

Introduced by: Mayor Cohen

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
12/12/11			4/13/12
Referred to	Referral Date	Meeting Date	Action Taken
Housing and Human Welfare			

A ORDINANCE concerning

Keeping or Maintaining Chickens Within the City of Annapolis

FOR the purpose of allowing chickens, but not roosters, to be kept or maintained within the City of Annapolis.

BY repealing and re-enacting with amendments the following portions of the Code of the City of Annapolis, 2011 Edition
Section 8.04.010

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

8.04 – ANIMAL CONTROL.

8.04.010 - Maintaining animals.

A. No person shall keep or maintain any mule, cow, calf, cattle, sheep, swine or poultry, with the exception of chickens, no roosters, within the City.

1. A maximum of five chickens are allowed on any one property.

2. All persons shall provide their chickens with a sturdy coop and an attached, secure enclosure set back at least five (5) feet from the property line.

B. No person shall keep or maintain any animal within the City for the purpose of human consumption, except where the animal is maintained for the purpose of consumption as part of a religious observance.

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 _____, _____.

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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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EXPLANATION:

Highlighting indicates matter added to existing law.
~~Strikeout indicates matter deleted from existing law.~~
Underlining indicates amendments.

Staff Report

O-53-11

Keeping or Maintaining Chickens Within the City of Annapolis

The proposed ordinance would change the City Code to allow occupants of residential properties to house up to five chickens on their property. The City Code currently prohibits poultry within the City. Allowing chickens in the community would provide easier access to fresh eggs. Since chickens will eat most table scraps, this would also reduce the load going into the trash or the compost pile.

The proposed code change to Chapter 8.04 on Maintaining Animals would allow five chickens on residential properties within the City of Annapolis. The proposed ordinance would amend the prohibition of listed animals in Section 8.04.010 of the City Code to allow no more than five chickens on any one property. Roosters are to remain prohibited.

The proposed ordinance would establish a property line setback of five feet for chicken coops, which is more than what is required by regulations set in City Code Section 21.40 for residential zones. The proposed ordinance also requires that chickens be provided with adequate shelter and protection from predators.

The Department of Neighborhood and Environmental Programs examined several municipal codes from the Washington D.C. / Baltimore Metro area where chickens are allowed. Anne Arundel County Code currently allows one bird unit (32 chickens) on properties of 40,000 square feet or larger. Gaithersburg, Maryland and Falls Church, Virginia have slightly larger setbacks for chicken coops, although other municipalities nationally have setbacks similar to the one set forth in the proposed ordinance.

Prepared by Jeanna Beard, Pretreatment Coordinator, in the Department of Neighborhood and Environmental Programs at JBeard@annapolis.gov and Jessica Cowles, Legislative and Policy Analyst, in the Office of Law at JCCowles@annapolis.gov.

FISCAL IMPACT NOTE

Legislation No: O-53-11

First Reader Date: 12-12-11

Note Date: 12-18-11

Legislation Title: **Keeping or Maintaining Chickens Within the City of Annapolis**

Description:

For the purpose of allowing chickens, but not roosters, to be kept or maintained within the City of Annapolis.

Analysis of Fiscal Impact:

This legislation produces no significant fiscal impact.



City of Annapolis City Council
Committee & Commission Referral Action Report

Date: 2/6/12

To: Jessica Cowles,
City of Annapolis Office of Law,
Legislative and Policy Analyst

The Housing and Human Welfare Committee has reviewed 0-53-11 and
has taken the following action:

Favorable

Favorable with amendments Attached

Unfavorable

No Action

Other

Comments:

Roll Call Vote:

Ald. Kirby, Chair yes Ald. Hoyle yes Ald. Silverman yes

Meeting Date 2/6/12

Signature of Chair _____

Housing and Human Welfare Committee Amendments
O-53-11: Keeping or Maintaining Chickens Within the City of Annapolis

Amendment #1

Page 1, Line 25, strike “set back at least five (5) feet from the property line.”

Amendment #2

Page 1, Line 26, insert “3. All persons keeping chickens shall receive approval from all abutting owners of their intent to keep chickens using the Department of Neighborhood and Environmental Programs Backyard Chicken Registry and Approval Form. Prior to keeping any chickens, said form shall be submitted to the Department of Neighborhood and Environmental Programs along with accompanying fees and approved inspection.”



City of Annapolis

Department of Neighborhood & Environmental Programs
160 Duke of Gloucester Street
Annapolis, MD 21401-2517

DRAFT

DNEP@annapolis.gov • 410-263-7946 • Fax 410-263-9158 • TDD use MD Relay or 711 • www.annapolis.gov

Backyard Chicken Registry and Approval Form Conditions

- ____ (Initial Here) 1) I am aware that I must receive approval from all abutting owners using the Backyard Chicken Registry and Approval Form of my intent to keep chickens prior to keeping any chickens.
- ____ (Initial Here) 2) I am aware that I must submit this form to the Department of Neighborhood and Environmental Programs, along with a \$_____ registration and inspection fee, prior to keeping any chickens.
- ____ (Initial Here) 3) I am aware that I must first receive approval from an inspector from the Department of Neighborhood and Environmental Programs for all requirements set forth in the Annapolis City Code and the Backyard Chicken Registry Approval Form Condition list, prior to keeping any chickens.
- ____ (Initial Here) 4) I am aware that chickens may require veterinary care if they are known or suspected to be sick or injured.
- ____ (Initial Here) 5) I am aware of *Anne Arundel County Article 12 Title 4 - Animal Control* and reviewed the requirements therein.
- ____ (Initial Here) 6) I am aware that I am responsible for keeping any and all chickens within the confines of my property at all times.
- ____ (Initial Here) 7) I am aware that chickens shall be provided with daily food and water, free of visible contamination, which is of sufficient quantity and nutritive value. Food shall be stored in containers such that rodents are unable to access the contents.
- ____ (Initial Here) 8) I am aware that I am responsible for any property maintenance violations related to keeping chickens.
- ____ (Initial Here) 9) I am aware that I am required to manage, remove, dispose of, or otherwise handle chicken manure in such a way that it does not cause pollution or environmental harm of any kind.

Continued on next page

Modification to 8.04.010 Maintaining Animals O-53-11

Current: Chickens are not allowed within City limits

Proposed: Chickens are allowed within City limits under the following conditions:

- No roosters
- A maximum of five chickens are allowed per property
- Permit approval is required prior to keeping chickens

There will be a permitting process for ownership of chickens within the City, and all chicken coops will follow residential Zoning Codes. The permit will consist of an inspection prior to ownership of chickens. Code violations will be investigated on a complaint basis.

As per State Law, registering chickens is required with the Maryland Department of Agriculture Poultry Registration program.

Anne Arundel County Animal Control and the Anne Arundel County SPCA (AACSPCA) both take in chickens that owners can no longer care for. The AACSPCA prefers that owners keep their pets or find other means of adoption of the animals, but they are able to accommodate chickens surrendered to the shelter.

Additionally, there are several shelters and animal sanctuaries in the area who welcome owners that can not care for their chickens. They include:

- Cheryl's Rescue Ranch – Odenton, MD
- Poplar Spring Sanctuary – Poolesville, MD
- Eastern Shore Sanctuary – Princess Anne, MD
- United Poultry Concerns, Inc. – Machipongo, VA

An educational brochure developed by the Department of Neighborhood and Environmental Program staff will become available to the public. In addition, a webpage on the department's tab will be produced to provide information on maintaining urban chickens.



City of Annapolis City Council
Standing Committee Referral Action Report

Date: 2/14/12

To: Jessica Cowles,
City of Annapolis Office of Law,
Legislative and Policy Analyst

The Rules and City Government Committee has reviewed 0-53-11 and
has taken the following action:

Favorable

Favorable with amendments

Unfavorable

No Action

Other

Comments:

Roll Call Vote:

Ald. Israel, Chair yes

Ald. Hoyle N/A

Ald. Arnett yes

Meeting Date 2/14/12

Signature of Chair 

**CITY COUNCIL OF THE
City of Annapolis**

Resolution No. R-63-11

Introduced by: Mayor Cohen and Alderman Kirby

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
11/28/11			3/30/12
Referred to	Referral Date	Meeting Date	Action Taken
Transportation Committee	11/28/11		
Transportation Board	11/28/11		

A RESOLUTION concerning

Increasing Transit Fares for Transportation Services

FOR the purpose of increasing transit fares for use of transportation services in the City of Annapolis by amending the FY 2012 fee schedule.

WHEREAS, the last fare change occurred in July, 2011 and was proposed at public meetings during the summer of 2010 when the new system changes were announced.

WHEREAS, the July 2011 fare increase raised the base fare to \$1.50 from \$1.00 and was part of a two-phase process.

WHEREAS, the fare changes proposed in R-63-11 represent the second phase of the process.

NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL that the FY 2012 fee schedule shall be revised as follows, below:

Transit Fares

	Fee
Article VI, Section 9(b) of Charter of the City of Annapolis	
Base cash fare	\$1.50 \$2.00
Senior/Disabled/Student	\$0.75 \$1.00
Summer Youth Pass	\$25.00 \$35.00
For all ADA and Special transportation services	\$3.00
ADA service cash fare	\$4.00
Day pPass: for multiple trips	\$3.00 \$4.00

Transit Fares

	Fee
Day Pass (Senior/Disabled/Student)	\$2.00
Weekly Pass	\$15.00 \$20.00
Monthly Pass	\$60.00 \$80.00
Quarterly Pass	\$150.00 \$200.00
Annual Pass	\$400.00 \$500.00
Tokens in bulk per 100	\$100.00 \$150.00

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AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL that this Resolution shall be effective upon its adoption.

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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<p>EXPLANATION: Highlighting indicates matter added to existing law. Strikeout indicates matter deleted from existing law. Underlining indicates amendments.</p>
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Staff Report

R-63-11

Increasing Transit Fares for Transportation Services

The proposed resolution would increase transit fares for use of transportation services in the City of Annapolis by amending the FY 2012 fee schedule. The proposed fare structure would increase the standard base fare from \$1.50 to \$2.00. All associated fares such as the daily pass would increase accordingly.

On November 6th, 2010 Annapolis Transit overhauled the route system and implemented a new arterial system to enhance the rider experience through better on-time performance, convenient and multiple transfer locations and a reliable service. Since the implementation Annapolis Transit has been tracking on-time performance of all trips. To determine the punctuality of each trip, the actual time was compared to the scheduled time at two time points: the origin (generally Eastport Plaza, Annapolis Market Place and Westfield Mall) and a major stop located roughly halfway through the trip. Annapolis Transit's internal analysis shows that overall more than 95% of all trips operate on-time (defined as between 0 and 5 minutes late).

The last fare change occurred in July, 2011 and was proposed at public meetings during the summer of 2010 when the new system changes were announced. The July 2011 fare increase raised the base fare to \$1.50 from \$1.00 and was part of a two-phase process. The fare changes proposed in R-63-11 represent the second phase.

Proposals have already been discussed before City Council and at City-events, regarding the expansion of the transit system to include decreased headways (more frequent service) on core City routes as well as new routes to BWI-Thurgood Marshall Airport/Arundel Mills.

Prepared by Iain Banks, Personal Transportation and Parking Specialist in the Department of Transportation at ibanks@annapolis.gov and Jessica Cowles, Legislative and Policy Analyst in the Office of Law at JCCowles@annapolis.gov

FISCAL IMPACT NOTE

Legislation No: R-63-11

First Reader Date: 11-28-11

Note Date: 01-15-12

Legislation Title: **Increasing Transit Fares for Transportation Services**

Description: For the purpose of increasing transit fares for use of transportation services in the City of Annapolis by amending the FY2012 fee schedule.

Analysis of Fiscal Impact:

This legislation produces a positive fiscal impact the amount of which depends on the number of riders remaining constant and no other changes to the operations of the Department of Transportation services. Most of the fare increases being proposed are 33% higher than currently charged and that is the percentage increase used in this analysis.

Assuming that the increases become effective on March 1, 2012, and ridership remains the same as in the first half of the fiscal year, the positive fiscal impact can be estimated at about \$72,000.



City of Annapolis City Council
Standing Committee Referral Action Report

Date: 3/6/12

To: Jessica Cowles,
City of Annapolis Office of Law,
Legislative and Policy Analyst

The Finance Committee has reviewed R-63-11 and has taken the following action:

Favorable

Favorable with amendments

Unfavorable

No Action

Other

Comments:

Roll Call Vote:

Ald. Israel, Chair yes

Ald. Arnett yes

Ald. Finlayson yes

Meeting Date 3/6/12

Signature of Chair Ross H. Arnett

CITY OF ANNAPOLIS
160 DUKE OF GLOUCESTER STREET
ANNAPOLIS, MARYLAND 21401
410-263-7997



TRANSPORTATION BOARD
CHAIRMAN: JOHN GIANNETTI JR.
VICE CHAIRMAN: CHRISTOPHER P. AIKEN
SECRETARY: CAROL KELLY

ANNAPOLIS TRANSPORTATION BOARD NOTICE OF RECOMMENDATION BY VOTE

Wednesday, March 14, 2012

The Mayor and City Council
City of Annapolis
160 Duke of Gloucester St.
Annapolis, MD 21401

Re: Proposed Bus Rate Hike
Recommendation of Support

Dear Mayor Cohen and Honorable Members of the City Council:

On March 7, 2012, at a regularly scheduled meeting of the Annapolis Transportation Board, the Board, passed the following resolution:

MOVED, that the Annapolis Transportation Board, RECOMMENDS PASSAGE of the proposed fifty-cent increase in the bus fare as proposed by the Annapolis Department of Transportation, and that this recommendation be transmitted to the Mayor and City Council.

The Board passed the resolution by a 5-2 vote, with a quorum present. If you have any questions, please feel free to contact me. My cell phone is 410.300.6393.

Sincerely,

John A. Giannetti, Jr.
Chairman
Annapolis Transportation Board

JAG/dba

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**CITY COUNCIL OF THE
City of Annapolis**

Resolution No. R-8-12

Introduced by: Mayor Cohen and 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
3/12/12			6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Transportation	3/12/12		

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A RESOLUTION concerning

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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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2 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the filing of the
3 application referred to above is hereby endorsed.
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5 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the City Council
6 hereby endorses this resolution, thereby indicating approval thereof.
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8 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a copy of this
9 resolution be sent to the Mass Transit Administration of the Maryland Department of
10 Transportation.
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13 **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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17 **EXPLANATION**

18 CAPITAL LETTERS indicate matter added to existing law.

19 [brackets] indicate matter stricken from existing law.

20 Underlining indicates amendments.
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FISCAL IMPACT NOTE

Legislation No: R-8-12

First Reader Date: 3/12/12

Note Date: 3/14/12

Legislation Title: Filing of Grant Application with the Mass Transit Administration

Description: 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.

Analysis of Fiscal Impact: If awarded, this State grant can be expected to provide funding for about 20% of the FY2013 eligible operating costs of the Annapolis Department of Transportation, \$416,000 in ADA operating assistance and \$822,625 in operating assistance. Additionally, the City can expect a grant for about 90% of the Department of Transportation's eligible capital costs, amounting to about \$819,712 for the same period.

Policy Report

R-8-12

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-10-12

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
3/12/12			6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	3/12/12		
Finance	3/12/12		

A RESOLUTION concerning

Submission of Proposed Union Agreements

FOR the purpose of postponing until after March 6, 2012, the submission to the Mayor of proposed memoranda of understanding between employee organizations and the City.

WHEREAS, Section 3.32.060D of the Annapolis City Code directs submission of proposed memoranda of understanding of collective bargaining agreements to the Mayor by the first Monday in February prior to a fiscal year; and

WHEREAS, continued good-faith negotiations render conformity to this directive improbable; and

WHEREAS, in the course of adopting R-1-12 on February 13, 2012, the City Council sought to impose a deadline of March 6, 2012 for the Mayor's receipt of proposed union memoranda of understanding; and

WHEREAS, the Maryland Court of Appeals has held that directive language enacted by a legislature may be read as permissive when binding upon the same body.

NOW, THEREFORE, BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL that the City Council waives the directive of Section 3.32.060D of the City Code and postpones the submission to the Mayor of any proposed union memoranda of understanding until after March 6, 2012.

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.

FISCAL IMPACT NOTE

Legislation No: R-10-12

First Reader Date: 3/12/12

Note Date: 3/7/12

Legislation Title: **Submission of Proposed Union Agreements**

Description: For the purpose of postponing until after March 6, 2012, the submission to the Mayor of Proposed Memoranda of understanding between employee organizations and the City.

Analysis of Fiscal Impact: This legislation produces no fiscal impact except that significant financial information that could be in the memoranda of understanding between employee organizations and the City might not be known and therefore can not be considered during the budget review process until such time as the proposed memoranda are submitted and adopted.

Policy Report

R-10-12

Submission of Proposed Union Agreements

The proposed resolution would postpone until after March 6, 2012 the submission to the Mayor of proposed memoranda of understanding between employee organizations and the City. The proposed resolution would extend the submission deadline that Section 3.32.060D of the City Code imposes of the first Monday in February.

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**

Ordinance No. O-11-12

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
3/19/12			5/14/12
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	3/19/12		

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A ORDINANCE concerning

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Eliminating the Sick Leave Bank for Employees

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FOR the purpose of eliminating the sick leave bank authorized in Section 3.20.140 of the City Code for City of Annapolis Employees.

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BY repealing the following portions of the Code of the City of Annapolis, 2011 Edition Section 3.20.140

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

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CHAPTER 3.20 - LEAVES.

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[3.20.140 - Sick leave bank.

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The employees of the City of Annapolis may establish a sick leave bank to which they may donate accumulated sick leave and from which they may receive sick leave upon exhaustion of their accumulated sick, personal, and annual leave. If a sick leave bank is established, participating employees shall establish procedures to operate the sick leave bank and shall send the procedures to the Civil Service Board for review and comment. The procedures must provide for optional membership in the bank and for an automatic system for assessing donations of leave to the bank from participating employees at least equal to days granted to participating employees who receive leave.]

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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.

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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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EXPLANATION

CAPITAL LETTERS indicate matter added to existing law.

[brackets] indicate matter stricken from existing law.

Underlining indicates amendments.

Policy Report

O-11-12

Eliminating the Sick Leave Bank for Employees

The proposed ordinance O-11-12 would align the City Code to the City's current practice regarding a sick leave bank. Since City employees do not have ownership of their accrued sick leave and they lack the ability to transfer it, employees cannot donate such time to a sick leave bank.

Prepared by Jessica Cowles, Legislative and Policy Analyst, Office of Law at JCCowles@annapolis.gov or (410) 263-1184.

**CITY COUNCIL OF THE
City of Annapolis**

Ordinance No. O-12-12

Introduced by: Mayor Cohen

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
3/19/12			5/14/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	3/19/12		
Environmental Matters	3/19/12		

A ORDINANCE concerning

Lease of City Property: Spring 2012 Boat Show

FOR the purpose of authorizing a lease from April 25-30, 2012 for the area 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.

WHEREAS, United States Yacht Shows, Inc. desire to lease the Premises for the purpose of conducting a boat show; and

WHEREAS, the Annapolis City Council believes that this proposed boat show would benefit 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.

SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that the proposed lease between the City of Annapolis and United States Yacht Shows, Inc., the area 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, a copy of which is attached hereto and made a part hereof, more specifically described in the attached lease, is hereby approved and the Mayor is hereby authorized to execute the lease on behalf of the City of Annapolis.

SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that it is expressly found by the City Council that the property to be leased will better serve the public need for which the property was acquired by stimulating

1 local interest in the boating industry, encouraging visitors and residents of the City to visit the
2 harbor and dock area, by generating tax revenues and rental income to the City and otherwise
3 providing economic benefits to the City.
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5 **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**
6 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its passage.
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9 **ADOPTED** this _____ day of _____, 2012.
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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:**
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17 Highlighting indicates matter added to existing law.
18 ~~Strikeout indicates matter deleted from existing law.~~
19 Underlining indicates amendments.

LEASE

Authorized by O-12-12

This Lease is made this ____ day of _____, 2012, by and between City of Annapolis, a municipal corporation of the State of Maryland ("Lessor"), and the United States Yacht Shows, Inc. ("Lessee").

Article I

Section 1.1. Premises and Term: For the purpose of holding a sailboat show open to the public, the Lessor hereby grants permission to the Lessee to use the area 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 designated in Exhibit A attached to this Lease ("Premises"). The boardwalk surrounding Susan B. Campbell Park is not within the Premises and is to be left open for public access. Lessee shall be entitled to use the Premises from 8:00am, Wednesday, April 25, 2012, through 10:00pm, Monday, April 30, 2012, with the exception of the Old Recreation Center. The use of the Old Recreation Center shall be from 8:00am, Tuesday, April 24, 2012, through 10:00pm Monday, April 30, 2012. The Premises shall not be opened to the public before 10 a.m. or after 6 p.m. on the day and date specified for term of use herein.

Section 1.2 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 have no temporary structures or impediments of any kind blocking or impeding access for emergency vehicles between Susan B. Campbell Park and the first row of parking immediately adjacent to Susan B. Campbell Park. There shall be no temporary structures or impediments between the parking spaces and boardwalk parallel to City Dock parking lot.

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 dry goods, 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 1.3. Cost and Payment: Lessee shall pay all costs and expenses incurred by the City for the 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. Lessee shall make all payments due under this Agreement 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 April 18, 2012 should it wish to add or reduce dates and time of use of Premises. The notice shall indicate changes in dates and times requested. Should costs be incurred by the City as a result of any change, those costs shall be paid by Lessee pursuant to Section 1.3 of this agreement.

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, 2012. 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 19.1. Other Leases: There are currently in effect leases between Lessor and Lessee for the Premises for boat shows for the years of 2010 through 2016. In the event Lessee should materially default in performance of its obligations in any one of the above years, such default shall constitute a default in the leases for all years subsequent to 2016, including this Lease. If the default continues for more than thirty days (30) after Lessor has given written notice to Lessee of such default, Lessor shall have the right to terminate any of the leases for any one or more of the years remaining in the leases through 2016, and this Lease. Otherwise, execution of this Lease shall have no effect on leases for the years of 2010 through 2016.

Article XX

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 XXI

Section 21.1 Authority: This Lease is authorized by Ordinance O- 12-12 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, United States Yacht Show, Inc. and United States Yacht Show, Inc. 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)
City of Annapolis

Witness

By: _____
C.E. Hartman, President (Seal)
United States Yacht Show, Inc.

Approved as to form and legal sufficiency

Karen M. Hardwick, City Attorney

Exhibit A



