

**CITY OF ANNAPOLIS  
REGULAR MEETING OF THE CITY COUNCIL**

April 9, 2012 7:30 p.m.

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

Mayor Cohen  
Alderwoman Finlayson  
Mayor Cohen  
City Clerk Watkins-Eldridge

**HONORARY MAYORAL CITATIONS**

Martha Wood Leadership Award

Mayor Cohen

**PETITIONS, REPORTS AND COMMUNICATIONS**

Approval of Journal of Proceedings

Regular Meeting March 12, 2012  
Special Meeting March 19, 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 HEARING**

**O-9-12 Exempting Members of the City Central Committees from Holding More Than One City or City-Connected Position** – For the purpose of exempting members of the City Central Committees from holding more than one position as defined in Section 2.04.040 of the City Code.

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	4/9/12	3/14/12	6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	3/12/12		

**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	4/9/12	3/28/12	5/14/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	3/19/12		
Environmental Matters	3/19/12		

**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 4/9/12	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

**O-38-11 Zoning of Annexed Land – Hayes Property** – For the purpose of establishing zoning classifications of R3 – General Residence District and R1-B – Single-Family Residence District for 7.374 acres of property known as the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

*Please bring your Hayes Annexation binder.*

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	180 Day Rule
7/25/11	4/9/12	1/23/12	N/A
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	7/25/11		
Planning Commission	7/25/11	12/15/11	Favorable w/ amd.
			<b>Travels with R-47-11</b>

**R-47-11 Annexation of Hayes Property** – For the purpose of annexing into the boundaries of the City of Annapolis 7.374 acres of property known as the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

*Please bring your Hayes Annexation binder.*

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	180 Day Rule
7/25/11	4/9/12	1/23/12	N/A
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	7/25/11		
Planning Commission	7/25/11	12/15/11	Favorable w/ amd.
			<b>Travels with O-38-11</b>

**R-3-12 First Sundays Festival 2012** – For the purpose of designating dates for the sale of arts-related merchandise in the Historic District at the First Sunday events and the reimbursement of full fees to the City for the cost associated with the events.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
3/12/12	4/9/12	3/14/12	6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	3/12/12		
Economic Matters	3/12/12		

**R-4-12 Four Rivers Garden Club Flower Mart** – For the purpose of designating dates for the sale of floral merchandise in the Historic District at the Four Rivers Garden Club Flower Mart on April 30 and the reimbursement of full fees to the City for the cost associated with the events.

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	4/9/12	3/29/12	6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	3/12/12		
Economic Matters	3/12/12		

**R-5-12 Race Across America 2012** – For the purpose of designating dates for the sale of merchandise in the Historic District at the Race Across America event from June 21-25, 2012 and the reimbursement of full fees to the City for the cost associated with the event.

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	4/9/12	3/28/12	6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	3/12/12		
Economic Matters	3/12/12		

**R-6-12 TriRock Annapolis 2012** – For the purpose of designating dates for the sale of merchandise in the Historic District at the TriRock Annapolis 2012 event and the reimbursement of full fees to the City for the cost associated with the events.

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	4/9/12	3/28/12	6/12/12

Referred to	Referral Date	Meeting Date	Action Taken
Finance	3/12/12		
Economic Matters	3/12/12		

**R-12-12 Maryland Avenue Festivals 2012** – For the purpose of designating dates for the sale of merchandise in the Historic District at the Maryland Avenue Festivals and the reimbursement of full fees to the City for the cost associated with the events on April 22, 2012; June 17, 2012; and September 23, 2012.

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
4/9/12	4/9/12	4/2/12	7/9/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	4/9/12		
Economic Matters	4/9/12		

**LEGISLATIVE ACTION**  
**CHARTER AMENDMENT, ORDINANCES and RESOLUTIONS – 2<sup>nd</sup> READER**

**CA-01-10 Deputy Department Directors** – For the purpose of requiring department directors, subject to mayoral approval, to designate a full-time employee as deputy director.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	120 Day Rule
1/11/10	2/22/10	2/4/10	5/11/10
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	1/11/10	5/18/10	Favorable w/ amd.
Civil Service Board	1/11/10	6/21/10	Favorable w/ comments
Charter Revision Commission	1/11/10	10/20/11	Favorable w/ amd.

**O-2-12 Lease of City Dock Space to Chesapeake Marine Tours** – For the purpose of authorizing for fiscal year 2018 the lease of certain municipal property located at the City Dock to Chesapeake Marine Tours, Inc. for the docking and mooring of certain boats. *Add Alderwoman Finlayson on 2<sup>nd</sup> Reader.*

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/23/12	2/27/12	2/16/12	4/20/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	1/23/12	3/12/12	Favorable

Environmental Matters	1/23/12	3/12/12	Favorable
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**O-3-12 Lease of City Property: Boat Shows in 2017** – For the purpose of authorizing a lease of certain municipal property located in the general harbor, Dock Street and Edgewood Road areas to United States Sailboat Shows, Inc. and United States Powerboat Shows, Inc., for a certain period of time in October 2017, to conduct boat shows. *Add Alderwoman Finlayson on 2<sup>nd</sup> Reader.*

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/23/12	2/27/12	2/16/12	4/20/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	1/23/12	3/12/12	Favorable
Environmental Matters	1/23/12	3/12/12	Favorable

**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	4/9/12	3/28/12	5/14/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	3/19/12		
Environmental Matters	3/19/12		

**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 4/9/12	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-3-12 First Sundays Festival 2012** – For the purpose of designating dates for the sale of arts-related merchandise in the Historic District at the First Sunday events and the reimbursement of full fees to the City for the cost associated with the events.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
3/12/12	4/9/12	3/14/12	6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	3/12/12		
Economic Matters	3/12/12		

**R-4-12 Four Rivers Garden Club Flower Mart** – For the purpose of designating dates for the sale of floral merchandise in the Historic District at the Four Rivers Garden Club Flower Mart on April 30 and the reimbursement of full fees to the City for the cost associated with the events.

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	4/9/12	3/29/12	6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	3/12/12		
Economic Matters	3/12/12		

**R-5-12 Race Across America 2012** – For the purpose of designating dates for the sale of merchandise in the Historic District at the Race Across America event from June 21-25, 2012 and the reimbursement of full fees to the City for the cost associated with the event.

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>			
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3/12/12	4/9/12	3/28/12	6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	3/12/12		
Economic Matters	3/12/12		

**R-6-12 TriRock Annapolis 2012** – For the purpose of designating dates for the sale of merchandise in the Historic District at the TriRock Annapolis 2012 event and the reimbursement of full fees to the City for the cost associated with the events.

LEGISLATIVE HISTORY			
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First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
3/12/12	4/9/12	3/28/12	6/12/12
Referred to	Referral Date	Meeting Date	Action Taken

Finance	3/12/12		
Economic Matters	3/12/12		

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

**O-13-12 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 6, 2012, through November 18, 2012, to FRESHFARM Markets, Inc.

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
4/9/12			7/9/12
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	4/9/12		
Economic Matters	4/9/12		

**R-12-12 Maryland Avenue Festivals 2012** – For the purpose of designating dates for the sale of merchandise in the Historic District at the Maryland Avenue Festivals and the reimbursement of full fees to the City for the cost associated with the events on April 22, 2012; June 17, 2012; and September 23, 2012.

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
4/9/12	4/9/12	4/2/12	7/9/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	4/9/12		
Economic Matters	4/9/12		
			<b>Unanimous Consent for a Vote Requested</b>

**R-14-12 A Moratorium on Administrative Approvals for Special Events at City Dock** – For the purpose of declaring a moratorium on administrative approvals for special events at City Dock.

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
4/9/12			7/9/12
Referred to	Referral Date	Meeting Date	Action Taken

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Economic Matters	4/9/12		
Rules and City Gov't	4/9/12		

**BUSINESS and MISCELLANEOUS**

1. Approval of Community Development Block Grant allocations
2. Withdraw of R-33-11 at the request of Alderman Israel

**UPCOMING CITY COUNCIL EVENTS**

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

Special Meeting; Monday, April 30, 2012 7:00 p.m. City Council Chambers for public hearing on FY 2013 budget and related legislation

Jessica Cowles  
Legislative and Policy Analyst  
City of Annapolis Office of Law  
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P) 410-263-1184  
F) 410-268-3916

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April 4, 2012

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, April 8, 2012 and Monday, April 9, 2012**

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 WORK SESSION**

Notice is hereby given that the Annapolis City Council will hold a work session on Monday, April 9, 2012 from 6:00-7:00 p.m., in City Council Chambers, 160 Duke of Gloucester Street, Annapolis, for a discussion and quarterly update from the Housing Authority of the City of Annapolis. The public may attend, observe, and listen to the presentations and discussion, but may not ask questions since this is a work session for the Council members.

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**NOTICE OF ANNAPOLIS CITY COUNCIL PUBLIC HEARING**

Notice is hereby given that the Annapolis City Council will hold a public hearing on Monday, April 9, 2012 at 7:30 p.m., in City Council Chambers, 160 Duke of Gloucester Street, Annapolis, to consider:

- O-9-12 Exempting Members of the City Central Committees from Holding More Than One City or City-Connected Position** – For the purpose of exempting members of the City Central Committees from holding more than one position as defined in Section 2.04.040 of the City Code.
- 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.
- 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.
- O-38-11 Zoning of Annexed Land – Hayes Property** – For the purpose of establishing zoning classifications of R3 – General Residence District and R1-B – Single-Family Residence District for 7.374 acres of property known as the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City’s jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.
- R-47-11 Annexation of Hayes Property** – For the purpose of annexing into the boundaries of the City of Annapolis 7.374 acres of property known as the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City’s jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.
- R-3-12 First Sundays Festival 2012** – For the purpose of designating dates for the sale of arts-related merchandise in the Historic District at the First Sunday events and the reimbursement of full fees to the City for the cost associated with the events.
- R-4-12 Four Rivers Garden Club Flower Mart** – For the purpose of designating dates for the

sale of floral merchandise in the Historic District at the Four Rivers Garden Club Flower Mart on April 30 and the reimbursement of full fees to the City for the cost associated with the events.

**R-5-12** **Race Across America 2012** – For the purpose of designating dates for the sale of merchandise in the Historic District at the Race Across America event from June 21-25, 2012 and the reimbursement of full fees to the City for the cost associated with the event.

**R-6-12** **TriRock Annapolis 2012** – For the purpose of designating dates for the sale of merchandise in the Historic District at the TriRock Annapolis 2012 event and the reimbursement of full fees to the City for the cost associated with the events.

**R-12-12** **Maryland Avenue Festivals 2012** – For the purpose of designating dates for the sale of merchandise in the Historic District at the Maryland Avenue Festivals and the reimbursement of full fees to the City for the cost associated with the events on April 22, 2012; June 17, 2012; and September 23, 2012.

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>

REGULAR MEETING  
March 12, 2012

The Regular Meeting of the Annapolis City Council was held on March 12, 2012 in the Council Chamber. Mayor Cohen called the meeting to order at 7:41 p.m.

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

Absent on Roll Call: Alderman Arnett

Staff Present: City Attorney Hardwick, City Manager Mallinoff, Finance Director Miller

Approval of Agenda

- Alderwoman Finlayson moved to approve the Regular Meeting Agenda as submitted. Seconded. CARRIED on voice vote.

PETITIONS, REPORTS AND COMMUNICATIONS

State of the City Address

Mayor Cohen delivered his 3<sup>rd</sup> State of the City Address.

HONORARY MAYORAL CITATIONS

Martha Wood Leadership Award

Mayor Cohen invited Alderman Paone to present to Laura Collins and Janice Adams the Mayoral Citations in recognition of being honored by the Housing Authority of the City of Annapolis as the twenty first and the twenty second recipients of the prestigious Martha Wood Leadership Award.

PETITIONS, REPORTS AND COMMUNICATIONS

Approval of Journal of Proceedings

- Alderman Israel moved to approve the Journal of Proceedings for the Regular Meeting February 13, 2012 and the Special Meeting February 27, 2012. Seconded. CARRIED on voice vote.

Chesapeake Bay Local Government Advisory Committee

Alderwoman Finlayson representing the Local Government Advisory Council updated the Council on the watershed implementation plans and presented the Council with a copy of the Anne Arundel County Annual Report 2011 of the Watershed Stewards Academy.

Comments by the General Public

James "Joe Ghost" Taylor, 507 First Street, Annapolis, Maryland 21403 spoke in opposition to the outsourcing of refuse, recycling and yard waste  
Reginald Harris, 5 Silverwood Circle, #4, Annapolis, Maryland 21403 spoke in opposition to the outsourcing  
Sherod L. Earle, 3<sup>rd</sup> 1413 West Street, Annapolis, Maryland 21401 spoke in opposition to the outsourcing  
Sandra L. Solomon, 123 Eastern Avenue, Annapolis, Maryland 21403 spoke in opposition to the outsourcing of refuse  
Bill Kardash, 1 Action Place, Annapolis, Maryland 21401 spoke on to O-6-12 Issuance of Bonds and Notes  
Jay Tucker, 1744 Wood Tree Circle, Annapolis, Maryland 21409 spoke in favor

of the Mayor's Budget related to outsourcing with only 6 employees being laid off or retiring

- Alderman Pfeiffer moved to amend the Regular Meeting Agenda to add R-8-12 on first reader, and to schedule R-8-12 on second reader for the Special Meeting Agenda of March 19, 2012. Seconded. CARRIED on voice vote.

PUBLIC HEARING

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

Transportation Director Newell was present and answered questions from Council.

Spoke in opposition to the ordinance:

Juliet Thompson, 9 College Avenue, Annapolis, Maryland 21401

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

- Mayor Cohen declared the public hearing closed.

**O-5-12 Re-Instituting a City Council Vote at the First Reader Introduction of Legislation – For the purpose of re-instituting a City Council vote at the first reader introduction of legislation.**

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

- Mayor Cohen declared the public hearing closed.

LEGISLATIVE ACTION  
ORDINANCE – 2<sup>nd</sup> READER

**O-6-12 Issuance of Bonds and Notes – For the purpose of authorize and empower the City of Annapolis (the “City”) to issue and sell, upon its full faith and credit, general obligation bonds in the aggregate principal amount not to exceed Twenty-One Million Five Hundred Thousand Dollars (\$21,500,000), pursuant to Sections 31 through 39, inclusive, of Article 23A of the Annotated Code of Maryland (2011 Replacement Volume), Section 24 of Article 31 of the Annotated Code of Maryland (2010 Replacement Volume and 2011 Supplement), and Article VII, Section 11 of the Charter of the City of Annapolis, as amended, to be designated as the “Public Improvements Refunding Bonds, 2012 Series”, and said bonds to be issued and sold for the public purpose of refunding all or a portion of certain outstanding general obligation bonds of the City, as provided in this Ordinance; authorizing the City to issue and sell, upon its full faith and credit, taxable general obligation notes in the aggregate principal amount not to exceed the maximum amount authorized to be issued under Article VII, Section 8 of the Charter of the City of Annapolis, as amended, to be designated as “Taxable General Obligation Notes, 2012 Series” and said notes to be issued and sold for the public purpose of financing working capital expenses of the City as provided in this Ordinance; prescribing the form and tenor of said bonds and notes; determining the method of sale of said bonds and 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.**

- Alderman Pfeiffer moved to adopt O-6-12 on second reading. Seconded.

Finance Director Miller gave a brief presentation on the ordinance and answered questions from Council.

City Manager Mallinoff was present and answered questions from Council.

Paul D. Shelton, Esq., and William Taylor, Esq., representing McKennon, Shelton & Henn, LLP, 401 East Pratt Street, Suite 2315, Baltimore, Maryland 21202 were present and answered questions from Council.

The Finance Committee and the Financial Advisory Commission reported favorably on O-6-12.

- Alderman Paone moved to amend O-6-12 as follows:

To place a 2 year sunset provision on the authority to the short term lines of credit in the ordinance, this would make the authority null and void without further action of the Council on June 30, 2014. Seconded. DEFEATED on voice vote.

*A ROLL CALL vote was taken:*

*YEAS: Aldermen Israel, Paone, Silverman*

*NAYS: Mayor Cohen, Alderwomen Hoyle, Finlayson, Aldermen Kirby, Pfeiffer*

*DEFEATED: 3/5*

The main motion CARRIED on voice vote.

- Alderwoman Finlayson moved to adopt O-6-12 on third reading. Seconded.

*A ROLL CALL vote was taken:*

*YEAS: Mayor Cohen, Alderwomen Hoyle, Finlayson, Aldermen, Kirby, Pfeiffer*

*NAYS: Aldermen Israel, Paone, Silverman*

*CARRIED: 5/3*

#### ORDINANCES and RESOLUTIONS – 1<sup>st</sup> READER

- O-8-12 Annual Operating Budget: FY 2013 – For the purposes of adopting an operating budget for the City of Annapolis for the Fiscal Year 2013; appropriating funds for expenditures for the Fiscal Year 2013; defraying all expenses and liabilities of the City of Annapolis and levying same for the purposes specified; specifying certain duties of the Director of Finance; and, specifying a rate of interest to be charged upon overdue property taxes.**

Referred to the Finance Committee and the Financial Advisory Commission.

- R-7-12 FY 2013 Fees Schedule Effective July 1, 2012 – For the purpose of specifying fees that will be charged for the use of City services for FY 2013.**

Finance Director Miller was present and answered questions from Council.

- Mayor Cohen postponed R-7-12 on first reader until the Special Meeting of March 19, 2012.

- R-9-12 Capital Improvement Budget and Program: FY 2013 to FY 2018 – For the purposes of adopting a capital improvement budget for the Fiscal Year 2013, and a capital improvement program for the six-year period from July 1, 2012, to June 30, 2018.**

Referred to the Finance Committee and the Planning and Financial Advisory Commissions.

- O-10-12 Positions Added to the Exempt Service – For the purpose of adding the positions of Assistant City Attorney, Community Relations Specialist, Development/Events Specialist, Human Services Officer, Administrative Assistant, Assistant City Manager, and Public Information Officer and Quartermaster, to the exempt service and changing the position title from Public Information Officer to Communications Officer.**

Referred to the Rules and City Government and the Finance Committees

- R-11-12 Updated Job Descriptions – For the purpose of approving the new job descriptions for the GIS Coordinator (MIT), GIS Technician (MIT), MIT Administrative Support Analyst (MIT), Facilities Maintenance Engineer I and II (Public Works), Fleet Maintenance/Asset Forfeiture (Police), Mobility and Parking Specialist (Transportation), Facility Supervisor (Recreation and Parks), Front Desk Supervisor (Recreation and Parks), Marketing/Membership Coordinator (Recreation and Parks), Dance and Fitness Coordinator (Recreation and Parks), Harbormaster (Recreation and Parks), Fire Administrative Specialist (Fire), City Council Associate (City Clerk), Administrative Enforcement Associate (Police), and Facilities Maintenance Supervisor (Public Works).**

Referred to the Rules and City Government and the Finance Committees

- Mayor requested the Marketing Membership Coordinator position be added to R-11-12

- 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.**

Referred to the Rules and City Government and the Finance Committees

- Mayor Cohen requested R-10-12 on second reader to the Special Meeting Agenda for March 19, 2012.

- O-9-12 Exempting Members of the City Central Committees from Holding More Than One City or City-Connected Position – FOR the purpose of exempting members of the City Central Committees from holding more than one position as defined in Section 2.04.040 of the City Code.**

Referred to the Rules and City Government Committee

- R-3-12 First Sundays Festival 2012 – For the purpose of designating dates for the sale of arts-related merchandise in the Historic District at the First Sunday events and the reimbursement of full fees to the City for the cost associated with the events.**

Referred to the Finance and Economic Matters Committees

- R-4-12 Four Rivers Garden Club Flower Mart – For the purpose of designating dates for the sale of floral merchandise in the Historic**

**District at the Four Rivers Garden Club Flower Mart on April 30 and the reimbursement of full fees to the City for the cost associated with the events.**

Referred to the Finance and Economic Matters Committees

**R-5-12 Race Across America 2012 – For the purpose of designating dates for the sale of merchandise in the Historic District at the Race Across America event from June 21-25, 2012 and the reimbursement of full fees to the City for the cost associated with the event.**

Referred to the Finance and the Economic Matters Committees

**R-6-12 TriRock Annapolis 2012 – For the purpose of designating dates for the sale of merchandise in the Historic District at the TriRock Annapolis 2012 event and the reimbursement of full fees to the City for the cost associated with the events.**

Referred to the Finance and the Economic Matters Committees (Event Date May 19, 2012)

**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.**

Referred to the Finance Committee

- Mayor Cohen requested R-8-12 on second reader be added to the Special Meeting Agenda for March 19, 2012.

#### BUSINESS and MISCELLANEOUS

##### 1. Proposed to be Withdrawn

- Mayor Cohen withdrew O-39-11 Repealing the Sidewalk Fund

##### 2. Legislative Referrals

- Mayor Cohen referred O-4-12 Expanding the Eligibility for Multiple or Single-Day Parking Permits to the Parking Advisory Commission and Transportation Board.

##### 3. Budget Revision Request

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

Budget Revision Request Control Number **GT-47-12**, Department: Mayor's Office, Justification for Request: To budget for consultant analysis of the playground and parking evaluation.

- Alderwoman Finlayson moved to approve budget revision request GT-47-12. Seconded. CARRIED on voice vote.

##### 4. Hiring Approval Request - No action taken.

Upon motion duly made, seconded and adopted, the meeting was adjourned at 9:59 p.m.

Regina C. Watkins-Eldridge, MMC  
City Clerk

SPECIAL MEETING

March 19, 2012

The Special Meeting of the Annapolis City Council was held on March 19, 2012 in the Council Chamber. Mayor Cohen called the meeting to order at 7:06 p.m.

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

Absent on Roll Call: Alderman Kirby arrived at 7:13 p.m.

Staff Present: City Attorney Hardwick, City Manager Mallinoff, DNEP Director Broadbent, Transportation Director Newell, Personal Transportation & Parking Specialist Banks, Fire Chief Stokes, Deputy Fire Chief and Director of Emergency Management Simmons, Deputy Chief Remaley, Human Resources Director Rensted

PETITIONS, REPORTS AND COMMUNICATIONS

Swearing in of 2 Lateral Firefighters

Mayor Cohen invited Alderwoman Finlayson, Fire Chief Stokes, Deputy Fire Chief Simmons and Deputy Fire Remaley to join him as the new Firefighter Paramedics Christopher Dew and Amelia Haddaway take the oath of office.

Comments by the General Public

Kathleen Booth, 433 State Street, Annapolis, Maryland 21403 spoke in favor of O-53-11

Nevin Young, 1703 Bay Ridge Avenue, Annapolis, Maryland 21403 spoke in favor of O-53-11

Jessica Pachler, 506 President Street, Annapolis, Maryland 21403 spoke in favor of O-53-11

Kurt Riegel, 307 A Monterey Avenue, Annapolis, Maryland 21401 spoke in favor of O-53-11

Stan Newquist, 5 Hill Street, Annapolis, Maryland 21401 spoke in favor of O-53-11

LEGISLATIVE ACTIONS

**ORDINANCES AND RESOLUTION – 2<sup>ND</sup> 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.**

- Alderman Pfeiffer moved to adopt O-53-11 on second reading. Seconded.

DNEP Director Broadbent was present and answered questions from Council.

The Housing and Human Welfare Committee reported favorable with amendments and the Rules and City Government Committee reported no action on O-53-11.

- Alderman Kirby moved to amend O-53-11 as follows:

Amendment #1

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

*A ROLL CALL vote was taken:*

*YEAS: Mayor Cohen, Alderman Kirby, Pfeiffer, Israel*

*NAYS: Alderman Paone, Alderwomen Hoyle, Finlayson, Aldermen Silverman,  
Arnett*

*DEFEATED: 4/5*

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." Seconded. CARRIED on voice vote.

- Alderman Israel moved to amend O-53-11 as follows:

Amendment #1

Page 1, Line 31, insert after passage, "AND, THREE YEARS AFTER THE DATE OF PASSAGE, AND WITH NO FURTHER ACTION BY THIS COUNCIL, THIS PROVISION OF LAW SHALL BE DEEMED ABROGATED, OF NO FURTHER EFFECT AND STRICKEN FROM THE CODE OF THE CITY OF ANNAPOLIS." Seconded. CARRIED on voice vote.

- Alderman Israel moved to amend O-53-11 as follows:

Amendment #2

Page 1, Line 32, insert, "SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL THAT THE NUMBER OF PERMITS FOR MAINTAINING CHICKENS SHALL BE LIMITED TO TWENTY-FOUR (24) THROUGH THE USE OF A LOTTERY SYSTEM." Seconded. Without objection amendment # 2 was with drawn.

- Alderwoman Finlayson moved to amend O-53-11 as follows:

To limit the minimum acreage to ½ acre lots. Seconded. DEFEATED on voice vote.

- Alderman Arnett moved to postpone action O-53-11 until a second hearing has been held due to the subsequently substantive amendments to the ordinance, and to have legislative action on April 9, 2012. Seconded.

*A ROLL CALL vote was taken:*

*YEAS: Alderman Paone, Alderwomen Hoyle, Finlayson, Aldermen Silverman  
Arnett*

*NAYS: Mayor Cohen, Alderman Kirby, Pfeiffer, Israel*

*CARRIED: 5/4*

**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.**

- Alderman Arnett moved to adopt R-63-11 on second reading. Seconded.

Transportation Director Newell gave a brief presentation and answered questions from Council.

Personal Transportation & Parking Specialist Banks was present and answered questions from Council.

The Transportation Committee and the Transportation Board reported favorably on R-63-11

- Aldermen Silverman was out of the room during the vote.

*A ROLL CALL vote was taken:*

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

*NAYS:*

*CARRIED: 8/0*

**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.**

Transportation Director Newell gave a brief presentation and answered questions from Council.

The Transportation Committee and the Transportation Board reported favorably on R-63-11

- Alderman Arnett moved to adopt R-8-12 on second reading. Seconded.
- Aldermen Paone and Silverman were out of the room during the vote.

*A ROLL CALL vote was taken:*

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

*NAYS:*

*CARRIED: 7/0*

**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.**

- Alderman Arnett moved to adopt R-10-12 on second reading. Seconded.

Human Resources Director Rensted was present and gave a brief presentation and answered questions from Council.

- Mayor Cohen dispensed with the legislative referrals to the Rules and City Government and the Finance Committees

*A ROLL CALL vote was taken:*

*YEAS: Mayor Cohen, Alderwomen Hoyle, Finlayson, Aldermen Silverman, Kirby,  
Pfeiffer, Arnett, Israel*

*NAYS:*

*ABSTAIN: Alderman Paone*

*CARRIED: 8/0/1*

**ORDINANCES – 1<sup>st</sup> 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.**

Referred to the Rules and City Government Committee

Human Resources Director Rensted was present and answered questions from Council

- 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.**

Referred to the Economic Matters and Environmental Matters Committees

- Mayor Cohen scheduled O-12-11 for a public hearing with legislative action on April 9, 2012.

Upon motion duly made, seconded and adopted, the meeting was adjourned at 9:00 p.m.

Regina C. Watkins-Eldridge, MMC  
City Clerk

1 CITY COUNCIL OF THE  
2 City of Annapolis

3 Ordinance No. O-9-12

4 Introduced by: Mayor Cohen  
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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		

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9 **A ORDINANCE** concerning

10 **Exempting Members of the City Central Committees**  
11 **from Holding More Than One City or City-Connected Position**

12 **FOR** the purpose of exempting members of the City Central Committees from holding more  
13 than one position as defined in Section 2.04.040 of the City Code.

14 **BY** repealing and re-enacting with amendments the following portions of the Code of the  
15 City of Annapolis, 2011 Edition  
16 Section 2.04.040  
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18 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
19 **COUNCIL** that the Code of the City of Annapolis shall be amended to read as follows:

20 **CHAPTER 2.04 – GENERAL ADMINISTRATIVE REGULATIONS.**

21 **2.04.040 - Holding more than one position.**

22 No person shall hold more than one City or City-connected position of any kind at the same  
23 time. This restriction applies to all committees, commissions, authorities, agencies or bodies  
24 corporate or politic which are in any way connected with the City, whether autonomous,  
25 semiautonomous or nonautonomous. This section does not apply to members of the City  
26 Council or to a person who is permitted to hold two positions by virtue of another law. THIS  
27 SECTION DOES NOT APPLY TO MEMBERS OF THE CITY CENTRAL COMMITTEES.  
28 Appointments to Mayoral ad hoc committees shall not be considered under this provision in  
29 determining the number of positions held by a person.  
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31 **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
32 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its passage.  
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34 **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-9-12**

### **Exempting Members of the City Central Committees from Holding More Than One City or City-Connected Position**

The proposed ordinance would exempt members of the City Central Committees from the provisions of Section 2.04.040 of the City Code regarding holding more than one City or City-connected position.

City Central committees are unique among boards and commissions because the members are independently elected. The proposed ordinance would reaffirm that City employees and City board members have the right to participate civically through holding local Party office.

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

FISCAL IMPACT NOTE

**Legislation No:** O-09-12

**First Reader Date:** 3-12-12

**Note Date:** 3-14-12

**Legislation Title:** **Exempting Members of the City Central Committees from Holding More Than One City or City-Connected Position**

**Description:** For the purpose of exempting members of the City Central Committees from holding more than one position as defined in Section 2.04.040 of the City Code.

**Analysis of Fiscal Impact:** This legislation produces no significant fiscal impact.

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**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		

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**A ORDINANCE** concerning

**Lease of City Property: Spring 2012 Boat Show**

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**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.

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

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**WHEREAS,** the Annapolis City Council believes that this proposed boat show would benefit the City; and

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

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

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**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.

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**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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16 Highlighting indicates matter added to existing law.  
17 ~~Strikeout indicates matter deleted from existing law.~~  
18 Underlining indicates amendments.  
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## 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: \_\_\_\_\_ (Seal)  
Joshua J. Cohen, Mayor  
City of Annapolis

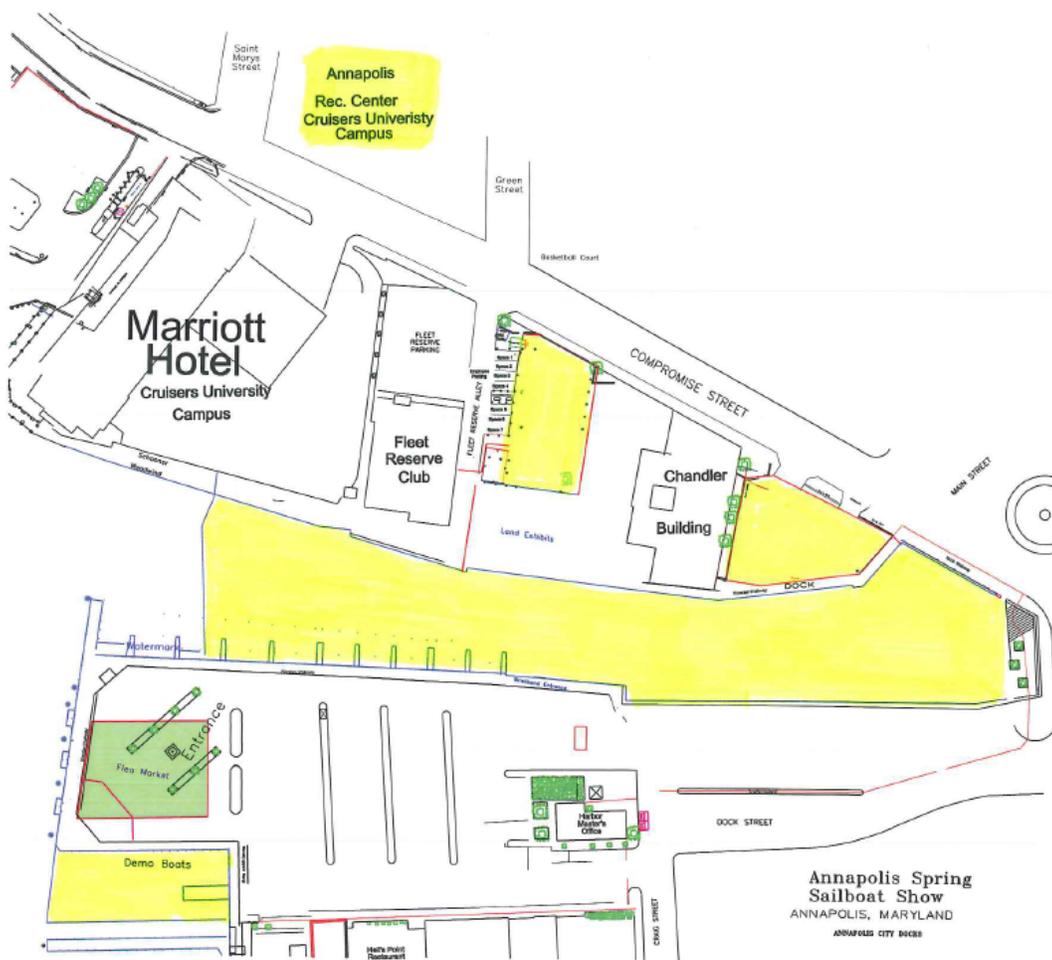
\_\_\_\_\_  
Witness

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

Approved as to form and legal sufficiency

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

Exhibit A



## **Policy Report**

### **O-12-12 Lease of City property: Spring 2012 Boat Show**

Pursuant to Article II, Section 8 of the Annapolis City Charter, the City Council must authorize the leasing of City property by ordinance. Proposed Ordinance O-12-12 authorizes a lease of City property for the 2012 Spring Boat Show. Areas of the City to be leased include municipal property located in the general harbor area (Susan Campbell Park, Donner Parking Lot, Ego Alley Water Space) and the Old City Recreation Center. As part of the lease agreement, the Lessee would be responsible for the development of a transportation plan that includes a parking element.

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

## FISCAL IMPACT NOTE

**Legislation No:** O-12-12

**First Reader Date:** 3-12-12

**Note Date:** 3-28-12

**Legislation Title: Lease of City Property: Spring 2012 Boat Show**

**Description:** 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.

### **Analysis of Fiscal Impact:**

This legislation produces no fiscal impact. The Lessee, the United States Yacht Shows, Inc. will obtain all required permits, which are priced to cover inspections and other related costs. The City will be reimbursed for all costs incurred for utilities, parking and transportation, facilities and services, police services, fire services and other City services. Full costs will be invoiced after the event.

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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 \_\_\_\_\_, \_\_\_\_\_.

1

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

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

\_\_\_\_\_  
Joshua J. Cohen, Mayor

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<p style="text-align: center;"><b>EXPLANATION:</b> Highlighting indicates matter added to existing law. <del>Strikeout indicates matter deleted from existing law.</del> <u>Underlining indicates amendments.</u></p>
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## 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](mailto:JBeard@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst, in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov).

1 **DRAFT ONLY –**  
2 **NOT OFFICIAL RECORD OF CITY COUNCIL MEETING**

3  
4 **Keeping or Maintaining Chickens Within the City of Annapolis**

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

7 **BY** repealing and re-enacting with amendments the following portions of the Code of the  
8 City of Annapolis, 2011 Edition  
9 Section 8.04.010  
10

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

13 **8.04 – ANIMAL CONTROL.**

14 **8.04.010 - Maintaining animals.**

15 A. No person shall keep or maintain any mule, cow, calf, cattle, sheep, swine or poultry,  
16 WITH THE EXCEPTION OF CHICKENS, NO ROOSTERS, within the City.

- 17 1. A MAXIMUM OF FIVE CHICKENS ARE ALLOWED ON ANY ONE PROPERTY.
- 18 2. ALL PERSONS SHALL PROVIDE THEIR CHICKENS WITH A STURDY COOP AND  
19 AN ATTACHED, SECURE ENCLOSURE SET BACK AT LEAST FIVE (5) FEET FROM  
20 THE PROPERTY LINE.
- 21 3. ALL PERSONS KEEPING CHICKENS SHALL RECEIVE APPROVAL FROM ALL  
22 ABUTTING OWNERS OF THEIR INTENT TO KEEP CHICKENS USING THE  
23 DEPARTMENT OF NEIGHBORHOOD AND ENVIRONMENTAL PROGRAMS  
24 BACKYARD CHICKEN REGISTRY AND APPROVAL FORM. PRIOR TO KEEPING  
25 ANY CHICKENS, SAID FORM SHALL BE SUBMITTED TO THE DEPARTMENT OF  
26 NEIGHBORHOOD AND ENVIRONMENTAL PROGRAMS ALONG WITH  
27 ACCOMPANYING FEES AND APPROVED INSPECTION.

28 B. No person shall keep or maintain any animal within the City for the purpose of human  
29 consumption, except where the animal is maintained for the purpose of consumption as part of  
30 a religious observance.  
31

32 **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
33 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its passage  
34 AND, THREE YEARS AFTER THE DATE OF PASSAGE, AND WITH NO FURTHER ACTION  
35 BY THIS COUNCIL, THIS PROVISION OF LAW SHALL BE DEEMED ABROGATED, OF NO  
36 FURTHER EFFECT AND STRICKEN FROM THE CODE OF THE CITY OF ANNAPOLIS.  
37

38 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
39  
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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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CAPITAL LETTERS indicate matter added to existing law.  
[brackets] indicate matter stricken 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.

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



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](mailto:DNEP@annapolis.gov) • 410-263-7946 • Fax 410-263-9158 • TDD use MD Relay or 711 • [www.annapolis.gov](http://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

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## **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.

**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 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 

**Mayor Cohen's Amendments**  
**O-53-11: Keeping or Maintaining Chickens Within the City of Annapolis**

**Amendment #1**

Page 1, Line 31, insert after passage, "AND, THREE YEARS AFTER THE DATE OF PASSAGE, AND WITH NO FURTHER ACTION BY THIS COUNCIL, THIS PROVISION OF LAW SHALL BE DEEMED ABROGATED, OF NO FURTHER EFFECT AND STRICKEN FROM THE CODE OF THE CITY OF ANNAPOLIS."

**Amendment #2**

Page 1, Line 32, insert, "SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL THAT THE NUMBER OF PERMITS FOR MAINTAINING CHICKENS SHALL BE LIMITED TO TWENTY-FOUR (24) THROUGH THE USE OF A LOTTERY SYSTEM."

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**CITY COUNCIL OF THE  
City of Annapolis**

**Ordinance No. O-38-11**

**Introduced by: Mayor Cohen and Alderwoman Hoyle**

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	180 Day Rule
7/25/11			N/A
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't Planning Commission	7/25/11 7/25/11		<b>Travels with R-45-11 and R-47-11</b>

8  
9 **A ORDINANCE** concerning

10  
11 **Zoning of Annexed Land – Hayes Property**

12 **FOR** the purpose of establishing zoning classifications of R3 – General Residence District and  
13 R1-B – Single-Family Residence District for 7.374 acres of property known as the Hayes  
14 Property, which property is contiguous to the existing boundary of the City and which  
15 property is generally located south of the City's jurisdictional boundary and to the east of  
16 Old Solomons Island Road and Dorsey Drive.

17  
18  
19 **WHEREAS,** on January 14, 2011, K. Hovnanian Homes of Maryland, L.L.C., Hogan Holding  
20 Company, LC, James J. Blackwell, Roxanne Winn, and Buckley W. Hayes  
21 (collectively, "Petitioners") submitted a Petition for Annexation to the City of  
22 Annapolis for 7.374 acres of property known as the Hayes Property, which  
23 property is contiguous to the existing boundary of the City and which property is  
24 generally located south of the City's jurisdictional boundary and to the east of Old  
25 Solomons Island Road and Dorsey Drive, which Petition is being addressed by  
26 the City Council in Resolution No. R-47-11; and

27  
28 **WHEREAS,** the Petitioners have proposed, should the Hayes Property be annexed into the  
29 City, that the existing R15 portion of the Hayes Property be zoned within the R3 –  
30 General Residence District, and that the existing R2 portion of the Hayes  
31 Property be zoned within the R1-B – Single-Family Residence District; and

32  
33 **WHEREAS,** on \_\_\_\_, 2011, the Annapolis City Council conducted a public hearing on the  
34 zoning classifications proposed in connection with the annexation, at which time  
35 the Council heard a staff report presented by the Director of Planning and  
36 Zoning, received the Findings of Fact from the Planning Commission dated \_\_\_\_,  
37 2011, and received the Memorandum from the Director of Planning and Zoning  
38 to the Planning Commission dated \_\_\_\_, 2011; and

1  
2 **WHEREAS,** having considered the annexation and the proposed zoning classifications, the  
3 testimony and evidence presented, and the report and recommendations of the  
4 Planning Commission and the Department of Planning and Zoning, and having  
5 weighed the evidence and judged the credibility of witnesses appearing before it,  
6 the City Council makes the following findings of fact:  
7

8 1. In conformance with the laws of the State of Maryland and the City of Annapolis, the  
9 Hayes Property was annexed into the City of Annapolis *via* Resolution No. R-47-11,  
10 adopted on \_\_\_\_\_, 2011. The Hayes Property is designated as suitable for "Residential –  
11 High Density" and "Residential – Low Density" uses, as illustrated in the Anne Arundel  
12 County General Development Plan, dated April 2009 and adopted by Anne Arundel  
13 County in Bill No. 64-09, and the Hayes Property is zoned R15 – Residential District and  
14 R2 – Residential District, as shown on the Zoning Map for the Second Assessment  
15 District; and  
16

17 2. Reclassification of the Hayes Property from Anne Arundel County Zoning Districts  
18 R15 and R2 to City of Annapolis Zoning Districts R3 – General Residence District and  
19 R1-B – Single-Family Residence District is in conformance with the provisions of § 9 (c)  
20 of Article 23A of the Annotated Code of Maryland, with Chapter 5 – Municipal Growth  
21 and Community Facilities of the 2009 Annapolis Comprehensive Plan, and with the  
22 surrounding uses and zoning districts. The City’s Department of Planning and Zoning  
23 and Planning Commission have recommended the zoning classifications of R3 and R1-B  
24 as being in the public interest.  
25  
26

27 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL**  
28 that the zoning requests contained within the Petition for Annexation for the Hayes Property,  
29 earlier annexed, be, and the same hereby are, approved and granted, such that the County-  
30 zoned R15 portion of the Hayes Property is classified within the City’s R3 – General Residence  
31 District, and such that the County-zoned R2 portion of the Hayes Property is classified within the  
32 City’s R1-B – Single-Family Residence District.  
33

34 **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS**  
35 **CITY COUNCIL** that the boundary lines for the R3 – General Residence District and the R1-B –  
36 Single-Family Residence District upon and within the Hayes Property, as illustrated on the  
37 "Zoning Site Plan", dated December, 2010, prepared by Bay Engineering Inc., and included as  
38 Exhibit "H" to the Petition for Annexation for the Hayes Property, which Zoning Site Plan is  
39 attached hereto, are adopted herewith.  
40

41 **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS**  
42 **CITY COUNCIL** that this Ordinance shall become effective upon the forty-fifth (45th) day  
43 following the passage of Resolution No. R-47-11, provided no Petition for Referendum  
44 regarding Resolution No. R-47-11 has been properly filed according to law.  
45

46 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
47

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.

## **Policy Report**

### **Ordinance O-38-11**

#### **Zoning of Annexed Land – Hayes Property**

Pursuant to Article 23A §19 of the Maryland Code Annotated, which establishes the annexation process for the City of Annapolis and other Maryland municipal corporations, the proposed ordinance O-38-11 would establish a zoning classification of R3 – General Residence District and R1-B – Single-Family Residence District. This proposed ordinance is ready for an Annapolis City Council vote only upon adoption of R-47-11, Zoning of Annexed Land – Hayes Property.

The zoning classifications in O-38-11 were designated when the legislation was introduced in July, 2011 and do not reflect the zoning classifications of R3 and R4 included in the adoption of R-45-11, the Hayes Annexation plan. An amendment to O-38-11 when the Annapolis City Council considers it on second reader could be proposed to make the change in zoning classification from R3 and R1-B to R3 and R4.

In January 2011, K. Hovnanian Homes of Maryland, L.L.C., Hogan Holding Company, LC, James J. Blackwell, Roxanne Winn, and Buckley W. Hayes (the "Petitioners") submitted a Petition for Annexation to the City of Annapolis for 7.374 acres of property known as the Hayes Property. In October 2011, K. Hovnanian Homes of Maryland, L.L.C. withdrew itself as a petitioner.

The Hayes Property is contiguous to the existing boundary of the City and located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

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

**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-47-11**

**Introduced by: Mayor Cohen and Alderwoman Hoyle**

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	180 Day Rule
7/25/11			N/A
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't Planning Commission	7/25/11 7/25/11		<b>Travels with O-38-11 and R-45-11</b>

**A RESOLUTION** concerning

**Annexation of Hayes Property**

**FOR** the purpose of annexing into the boundaries of the City of Annapolis 7.374 acres of property known as the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

**WHEREAS,** on January 14, 2011, K. Hovnanian Homes of Maryland, L.L.C., Hogan Holding Company, LC, James J. Blackwell, Roxanne Winn, and Buckley W. Hayes (collectively, "Petitioners") submitted a Petition for Annexation to the City of Annapolis for 7.374 acres of property known as the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive; and

**WHEREAS,** as required by § 19 (c) of Article 23A of the Annotated Code of Maryland, the consent to the annexation has been obtained by the Petitioners from not less than twenty-five percent (25%) of the persons who reside in the area to be annexed and who are registered as voters in Anne Arundel County elections, and from the owners of not less than twenty-five percent (25%) of the assessed valuation of the real property located in the area to be annexed; and

**WHEREAS,** on February 14, 2011, the Annapolis City Council conducted a preliminary review of the Petition for Annexation as required by Section 2.52.040 of the Code of the City of Annapolis and the Petition was referred to the Departments of Finance, Public Works, Planning and Zoning, and Neighborhood and Environmental Programs to provide the necessary information for proper consideration of the Petition; and

1 **WHEREAS,** on \_\_\_\_\_, 2011, the Annapolis City Council conducted a public hearing on the  
2 proposed annexation, at which time the Council heard a staff report presented by  
3 the Director of Planning and Zoning, received the Findings of Fact from the  
4 Planning Commission dated \_\_\_\_\_, 2011, and received the Memorandum from  
5 the Director of Planning and Zoning to the Planning Commission dated \_\_\_\_\_,  
6 2011, and during which public hearing testimony was taken from counsel  
7 appearing on Petitioners' behalf, and from members of the general public, who  
8 were afforded the opportunity to offer testimony and documentary evidence,  
9 which was submitted and received; and

10 **WHEREAS,** as required by § 19 (o) of Article 23A of the Annotated Code of Maryland, the  
11 annexation plan associated with the annexation of the Hayes Property, which  
12 annexation plan is being addressed by the City Council in Resolution No. R-45-  
13 11, was open to public review and discussion at the above-referenced public  
14 hearing held on \_\_\_\_\_, 2011 by the City Council, which annexation plan had been  
15 provided to Anne Arundel County and to the Maryland Department of Planning at  
16 least thirty (30) days prior to the public hearing; and

17 **WHEREAS,** the Hayes Property was included within Growth Area "A" in the 2009 Annapolis  
18 Comprehensive Plan, which designated the area as eligible for annexation and  
19 appropriate for establishing a logical boundary for the City's jurisdictional limits;  
20 and

21 **WHEREAS,** the Hayes Property is designated as suitable for "Residential – High Density" and  
22 "Residential – Low Density" uses, as illustrated in the Anne Arundel County  
23 General Development Plan, dated April 2009 and adopted by Anne Arundel  
24 County in Bill No. 64-09, and the Hayes Property is zoned R15 – Residential  
25 District and R2 – Residential District, as shown on the Zoning Map for the  
26 Second Assessment District; and

27 **WHEREAS,** Petitioners request that upon annexation the existing R15 portion of the Hayes  
28 Property be zoned within the R3 – General Residence District, and the existing  
29 R2 portion of the Hayes Property be zoned within the R1-B – Single-Family  
30 Residence District, which request is being addressed by the City Council in  
31 Ordinance No. O-38-11.

32 **NOW THEREFORE BE IT RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the Annapolis  
33 City Council that the hereinafter described property be, and it is hereby, annexed  
34 to the lands and properties heretofore included within the boundaries of the City  
35 of Annapolis, and it hereafter shall be generally subject to the provisions of the  
36 Charter and Code of the City of Annapolis said property being more particularly  
37 described as follows:

38  
39  
40  
41  
42  
43  
44 **METES AND BOUNDS DESCRIPTION**  
45 **TO ACCOMPANY THE**  
46 **HAYES PROPERTY ANNEXATION**  
47 **INTO THE CITY OF ANNAPOLIS**

48  
49 **DESCRIPTION OF 7.374 ACRES OF LAND TO BE ANNEXED**  
50 **INTO THE CITY OF ANNAPOLIS**  
51 **SECOND ASSESSMENT DISTRICT**

ANNE ARUNDEL COUNTY, MARYLAND

1  
2  
3 **Beginning** for the same at a point on the N53°37'20"W 1601.86' line of the City of  
4 Annapolis Boundary-Description, Dated October 23, 2003, said point being a distant  
5 N53°37'20"W 178.82' from monument no. 12258 found at the beginning of said line. Said point  
6 also being in the S33°36'16"W 16.70' line of Lot 2 of the plat entitled 'Hayes & Blackwell/Winn  
7 Properties', as recorded in plat book 279, page 44 of the land records of Anne Arundel County,  
8 Maryland. Thence from said point so fixed the following 19 courses and distances describing  
9 this Property to be annexed into the City of Annapolis, Maryland, with all bearings being related  
10 to Annapolis City Grid North. Leaving said Annapolis City Boundary line, and with said plat as  
11 now surveyed

- 12  
13 1) S35°56'09"W 12.92'  
14 2) S54°03'51"E 20.58'  
15 3) S38°16'56"W 227.41' to a point at the beginning of the first or S41°46'19"W 39.69' line of the  
16 deed dated June 14th, 2007, as conveyed by Winifred L. Miller, individually and as  
17 Personal Representative of the Estate of John W. Prann to Buckley W. Hayes as  
18 recorded in liber 19236, folio 247 of the land records of Anne Arundel County, Maryland,  
19 thence with said first line as now surveyed  
20 4) S42°11'17"W 39.69' to a point at the beginning of the S48°24'W 150.09' line of the deed  
21 dated January 16th, 2004, as conveyed by Mary Walker, by Robert S. Walker, Attorney  
22 in Fact, by Virtue of Power of Attorney, to Buckley William Hayes, as recorded in liber  
23 14475, folio 667 of the land records of Anne Arundel County, Maryland, thence with said  
24 line as now surveyed  
25 5) S40°31'40"W 150.12' to a point at the beginning of the S48°24'00"W 100.29' line of the deed  
26 dated September 2nd, 2004 as conveyed by Arundel Builders, Inc. to Buckley William  
27 Hayes, and being recorded in liber 15371, folio 179 of the land records of Anne Arundel  
28 County, Maryland, thence with said line as now surveyed  
29 6) S40°31'40"W 100.29', and continuing with said conveyance  
30 7) S21°00'46"W 124.76'  
31 8) N51°29'55"W 278.65' to a pipe found (passing over a pipe found 1.43' from the beginning of  
32 this line)  
33 9) N38°29'00"E 38.97' to a pipe found  
34 10) N51°31'00"W 4.52', thence with the first line of said conveyance and also with the eastern  
35 line of Lot 9 of the subdivision plat for William E. Dorsey, and recorded in liber 729, folio  
36 217 of the land records of Anne Arundel County, Maryland, thence with the same as now  
37 surveyed  
38 11) N38°26'23"E 150.00' to a point on the south side of Dorsey Drive, a 30' wide County right-  
39 of-way, thence crossing the end of the County portion of Dorsey Drive  
40 12) N38°26'23"E 30.13' to a point on the north side of Dorsey Drive being the point of beginning  
41 of the parcel of land conveyed by Saundra Brown, Personal Representative of the Estate  
42 of Virginia C. Hillary to Buckley William Hayes, by the deed dated October 21st, 2005,  
43 and being recorded in liber 17033, folio 189 of the land records of Anne Arundel County,  
44 Maryland, said point being a distant N51°31'30"W 100.04' from a pipe found at the  
45 beginning of the fourth line of said deed, thence leaving said conveyance and with the  
46 north side of said Dorsey Drive,  
47 13) N51°31'30"W 50.00', thence leaving said Dorsey Drive with the division line of lot 10 and lot  
48 11 of the above mentioned subdivision plat for William E. Dorsey,  
49 14) N38°26'23"E 150.04' to a point being a distant N51°35'04"W 50.00' from an iron pipe found  
50 at the northeast corner of Lot 10 of said plat, thence with the rear line of Lot 11 through

- 1 Lot 18 and Neal Street, and also with part of the northern outline of a parcel of land with  
2 unknown ownership,  
3 15) N51°35'04"W 502.12' to a point on the rear of Lot 1 of the plat entitled Property of Daniel  
4 Neal, and being recorded in plat book 7, page 16 of the land records of Anne Arundel  
5 County, Maryland, thence with part of the rear line of said Lot 1, and all of the rear line of  
6 Lot 2 through Lot 4,  
7 16) N35°45'27"E 231.43' (passing over a pipe found at 181.38' from the beginning of this line) to  
8 the southeast corner of Lot 4 as shown on said plat, thence continuing with Lot 4 and  
9 also with the southern line of a 30' right of way as shown on said plat,  
10 17) N54°19'51"W 199.79' (passing over a pipe found at 0.50' from the beginning of this line) to a  
11 pipe found on the eastern side of Dorsey Drive, a 30' wide County right-of-way, thence  
12 with the same  
13 18) N35°49'22"E 21.56' to intersect the City of Annapolis Boundary Line, thence leaving said  
14 Dorsey Drive and with the said City of Annapolis Boundary Line  
15 19) S53°37'20"E 999.88' to the point of beginning.

16  
17 **Containing** 321,227 square feet or 7.374 acres of land.

18  
19 **Being** all of that land conveyed by Christopher L. Beard, Trustee to Buckley W. Hayes  
20 by the deed dated June 26th, 2007 and being recorded in liber 19256, folio 682. All of that land  
21 conveyed by Arundel Builders, Inc. to Buckley William Hayes by the deed dated September  
22 2nd, 2004, and being recorded in liber 15371, folio 179 of the land records of Anne Arundel  
23 County, Maryland (Parcel 70). All of that land conveyed by Mary Walker, by Robert S. Walker,  
24 Attorney in Fact, by Virtue of Power of Attorney to Buckley William Hayes by the deed dated  
25 January 16th, 2004, and being recorded in liber 14475, folio 667 of the land records of Anne  
26 Arundel County, Maryland (Parcel 391). All of that land conveyed by Saundra Brown, Personal  
27 Representative of the Estate of Virginia C. Hillary, deceased, duly appointed in Estate No.  
28 14529 of the Orphans Court for Anne Arundel County, Maryland to Buckley William Hayes by  
29 the deed dated October 21st, 2005, and being recorded in liber 17033, folio 189 of the land  
30 records of Anne Arundel County, Maryland (Parcel 392). All of that land conveyed by Winifred L.  
31 Miller, individually and as Personal Representative of the Estate of John W. Prann to Buckley  
32 W. Hayes, by the deed dated June 14th, 2007 and being recorded in liber 19236, folio 243 of  
33 the land records of Anne Arundel County, Maryland (Parcel 60, Lot 10). All of that land  
34 conveyed by Winifred L. Miller, individually and as Personal Representative of the Estate of  
35 John W. Prann to Buckley W. Hayes, by the deed dated June 14th, 2007, as recorded in liber  
36 19236, folio 247 of the land records of Anne Arundel County, Maryland (Parcel 45). All of that  
37 land conveyed by Christopher L. Beard, Trustee, to James J. Blackwell and Roxanne Winn by  
38 the deed dated January 9th, 2007, and being recorded in liber 18714, folio 137 of the land  
39 records of Anne Arundel County, Maryland (Parcel 6). Part of that property conveyed by  
40 Christopher L. Beard, Trustee, to Buckley W. Hayes by the deed dated January 9th, 2007, and  
41 being recorded in liber 18714, folio 142 of the land records of Anne Arundel County, Maryland  
42 (Parcel 8).

43  
44 **CONTAINING** 7.374 acres within the bounds of this description, according to a survey and plat  
45 by Bay Engineering Inc., dated December, 2010.

46  
47 **AND BE IT FURTHER RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2011, by the Annapolis City  
48 Council that the following metes and bounds description shall constitute the boundaries of the  
49 City of Annapolis after annexation:  
50  
51

Revised City of Annapolis Boundary Description

1  
2 ...Line of said conveyance and running along the southerly right-of-way line for Maryland Route  
3 665 as shown on SRC Plats #52195 and #50406, and referring to City of Annapolis Grid the  
4 following course and distance; North 01 degrees 56 minutes 52 seconds west 5.87 feet to a  
5 point on the 8th or South 02 degrees 16 minutes 55 seconds East, 30.84 feet line of that parcel  
6 of land described in the conveyance from Edith C. Daniels, widow, and Blanche Whitley,  
7 (formerly Blanche McFadden) to Arundel Land & Development Co., Inc. by deed dated March  
8 17, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Liber  
9 4567 at Folio 396; thence running along the 9th, 1st, 2nd, 3rd and part of the 4th lines of the  
10 above mentioned conveyance and referring to City of Annapolis Grid system, South 36 degrees  
11 13 minutes 55 seconds West, 272.91 feet; thence South 75 degrees 47 minutes 25 seconds  
12 West, 163.69 feet, thence North 77 degrees 15 minutes 25 seconds West, 156.01 feet; thence  
13 South 67 degrees 44 minutes 05 seconds West 210.09 feet; thence South 55 degrees 27  
14 minutes 05 seconds West, 141.23 feet to a point on the 5th line of that parcel of land described  
15 in the conveyance from Ruth Bryant and Albert Bryant, her husband to Alfred J. Daniels and  
16 Edith D. Daniels, his wife, and Blanche McFadden, widow, by deed dated August 8, 1960,  
17 recorded among the Land Records of Anne Arundel County, Maryland, in Liber 1413 at Folio  
18 142; thence South 07 degrees 18 minutes 30 seconds West 16.52 feet; thence south 68  
19 degrees 16 minutes 20 seconds west 147.50 feet; thence north 88 degrees 56 minutes 40  
20 seconds west 127.00 feet; thence south 29 degrees 31 minutes 10 seconds west 168.64 feet;  
21 thence south 17 degrees 25 minutes 50 seconds east 227.10 feet; thence south 5 degrees 30  
22 minutes 10 seconds west 115.48 feet; thence north 89 degrees 44 minutes 10 seconds west  
23 568.38 feet; thence north 2 degrees 06 minutes 20 seconds west 1084.71 feet; thence north 87  
24 degrees 45 minutes 25 seconds east 200.06 feet to a concrete monument number 12229;  
25 thence north 2 degrees 34 minutes 30 seconds west 500 feet to a concrete monument number  
26 12231; thence continuing north 2 degrees 34 minutes 30 seconds west 222.64 feet to the site of  
27 a proposed concrete monument at coordinate point number 12258; thence Leaving Monument  
28 12258,  
29 N53°37'20"W 178.82'  
30 S35°56'09"W 12.92'  
31 S54°03'51"E 20.58'  
32 S38°16'56"W 227.41'  
33 S42°11'17"W 39.69'  
34 S40°31'40"W 150.12'  
35 S40°31'40"W 100.29'  
36 S21°00'46"W 124.76'  
37 N51°29'55"W 278.65' to a pipe found (passing over a pipe found 1.43' from the beginning of this  
38 line)  
39 N38°29'00"E 38.97' to a pipe found  
40 N51°31'00"W 4.52'  
41 N38°26'23"E 150.00' to a point on the south side of Dorsey Drive, a 30' wide County right-of-  
42 way, thence crossing the end of the County portion of Dorsey Drive  
43 N38°26'23"E 30.13', with the north side of said Dorsey Drive  
44 N51°31'30"W 50.00', thence leaving said Dorsey Drive  
45 N38°26'23"E 150.04'  
46 N51°35'04"W 502.12'  
47 N35°45'27"E 231.43' (passing over a pipe found at 181.38' from the beginning of this line)  
48 N54°19'51"W 199.79' (passing over a pipe found at 0.50' from the beginning of this line)  
49 to a pipe found on the eastern side of Dorsey Drive, a 30' wide County right-of-way, thence with  
50 the same

1 N35°49'22"E 21.56' to the City of Annapolis Boundary Line, thence with the said City of  
2 Annapolis Boundary Line  
3 N53°37'20"W 423.16' to proposed Monument 12259;  
4  
5 thence north 37 degrees 09 minutes 15 seconds east 576.24 feet to the intersection of the  
6 northwestern most side of Forest Drive with said boundary line; thence running with said side of  
7 Forest Drive and the interchange of Forest Drive with Maryland Route Number 2 shown on state  
8 roads commission Plat Number 9922 with a curve to the right having a radius of 102.00 feet on  
9 an arc of 149.16 feet; said arc having a chord of north 16 degrees 40 minutes 30 seconds west  
10 139.70 feet to the southeasternmost right-of-way line of Maryland Route Number 2; thence  
11 leaving said interchange and Forest Drive and running with said right-of-way north 26 degrees  
12 32 minutes 30 seconds east 120.94 feet to a concrete monument, south 61 degrees 05 minutes  
13 40 seconds east 39.70 feet to a concrete monument, north 26 degrees 35 minutes 50 seconds  
14 east 48.67 feet to a concrete monument, north 62 degrees 59 minutes 40 seconds west 39.86  
15 feet to a concrete monument, north 26 degrees 41 minutes 50 seconds east 100.33 feet to a  
16 concrete monument, south 62 degrees 59 minutes 40 seconds east 14.81 feet to a concrete  
17 monument, north 26 degrees 06 minutes 50 seconds east 48.35 feet to a concrete monument,  
18 north 60 degrees 06 minutes 40 seconds west 14.68 feet to a concrete monument, and north 26  
19 degrees 32 minutes 30 seconds east 388.53 feet, north 26 degrees 32 minutes 30 seconds  
20 East 50.13 feet to an iron pipe at the interchange of Route Number 2 with Somerville Road  
21 shown on Maryland State Roads Commission Plat Number 9921 revised September 24, 1952;  
22 thence running with said interchange north 56 degrees 32 minutes 30 seconds east 140.0 feet  
23 to an iron pipe set on the southwesternmost side of Somerville Road; thence leaving said  
24 Maryland Route Number 2 and running with said side of Somerville Road south 54 degrees 45  
25 minutes 20 seconds east 205.73 feet to intersect the north 37 degrees 09 minutes 15 seconds  
26 east 1897.77 feet Annapolis city boundary line; thence running with said line-crossing  
27 Somerville Road-north 37 degrees 09 minutes 15 seconds east 356.89 feet to Coordinate Point  
28 No. 12260, now occupied by an iron fence post at the southwest corner of the wire fence  
29 enclosure on land leased by the Chesapeake and Potomac Telephone Company; thence with  
30 the rear fence of said enclosure and continuing part of the easterly line of property belonging to  
31 Arthur M. Benchoff and wife, north 30 degrees 22 minutes 55 seconds east 494.65 feet to  
32 coordinate point number 12261 on the south side of the Defense Highway, thence crossing said  
33 highway north 60 degrees 14 minutes 10 seconds east 140.46 feet to the northwest corner of  
34 the Defense Highway and Hudson Street, being coordinate point number 12262; thence with the  
35 west side of Hudson Street north 17 degrees 32 minutes 55 seconds east 125 feet to the  
36 coordinate point number 12263; thence north 23 degrees 19 minutes 55 seconds east 171.0  
37 feet to the division line between lots 28 and 29, Plat No.2, "Loretta Heights" as recorded in the  
38 Land Records of Anne Arundel County in Plat Book 20, page 39; thence binding along said  
39 division North 66 degrees 40 minutes 05 seconds west -142.89 feet to the division line between  
40 lots 21-24 and 29-32; thence binding along said last mentioned division line North 23 degrees  
41 19 minutes 55 seconds east-300 feet to the division line between lots 32 and 33; thence binding  
42 along the last mentioned division line south 66 degrees 40 minutes 0'5 seconds east-142.89  
43 feet to the westerly side of said Hudson Street; thence binding along said westerly side south 23  
44 degrees 19 minutes 55 seconds west-225 feet to a coordinate point number 12264; thence  
45 leaving the west side of Hudson Street and running south 71 degrees 30 minutes 40 seconds  
46 east 30.11 feet to the east side of Hudson Street; thence with the east side of Hudson Street  
47 north 23 degrees 19 minutes 55 seconds east 62.19 feet to the northwesternmost corner of the  
48 conveyance from James Vouzikas and Ellen Vouzikas, his wife, to Alexander J. Vouzikas by  
49 deed dated December 14, 1972, and recorded among the land records of Anne Arundel County  
50 in Liber GTC 916, folio 33; thence running with the lines of said conveyance, as now surveyed,  
51 south 71 degrees 08 minutes 05 seconds east 168.46 feet; thence south 17 degrees 32 minutes

1 55 seconds west 60.87 feet to intersect the south 71 degrees 30 minutes 40 seconds east  
2 956.66 foot line of the Annapolis city boundary line; thence with part of said line south 71  
3 degrees 30 minutes 40 seconds east 136.75 feet to point in the common boundary of James A.  
4 and Ruth Day-2622/757, James A. Day-3659/859 and West Capital Associates Limited  
5 Partnership-3309/406; thence running with the common boundaries between West Capital  
6 Associates Limited Partnership and the combined properties of: James A. and Ruth Day, E. L.  
7 Gardner, Inc., Henry J. and Jewell P. Carl, Kent J. McNew, and John E. Wenger, North 38  
8 degrees 23 minutes 14 seconds East 1291.42 feet to the common corner between West Capital  
9 Associates Limited Partnership, West Hudson Street Limited Partnership and John E. Wenger,  
10 thence binding on the common boundary between John E. Wenger and West Hudson Street  
11 Limited Partnership; thence, North 25 degrees 16 minutes 51 seconds West 134.98 feet to the  
12 end thereof on the south side of Hudson Street, thence binding on the south side of said street,  
13 the following two, courses and distances, viz: 4.86 feet along the arc of a curve to the right  
14 having a radius of 1115.92 feet and a chord bearing North 58 degrees 47 minutes 00 seconds  
15 East 4.86 feet and, thence; North 58 degrees 54 minutes 29 seconds East 170.22 feet thence  
16 leaving Hudson Street and running with the common boundary between West Hudson Street  
17 Limited Partnership and Annapolis Business Plaza (recorded among the Plat Records of Anne  
18 Arundel County, Maryland in Plat Book 39 at Pages 8 and 9); South 42 degrees 33 minutes 16  
19 seconds East 645.35 feet to the southeast end thereof at the division line between City of  
20 Annapolis and Anne Arundel County as aforesaid;

21  
22 I hereby certify that the above metes and bounds description accurately reflects the boundaries  
23 of the property being contemplated for annexation.  
24

25  
26 \_\_\_\_\_  
27 David Jarrell, P.E.  
28 Director, Public Works  
29 City of Annapolis  
30

31 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the Annapolis  
32 City Council has considered the standards for the approval of the annexation request as set  
33 forth in Sections 2.52.060 and 2.52.070 of the Code of the City of Annapolis and, based on the  
34 analyses contained in the Memorandum from the Director of Planning and Zoning to the  
35 Planning Commission dated \_\_\_\_, 2011 (copy attached), and the Fiscal Impact Note by the  
36 Director of Finance dated \_\_\_\_, 2011 (copy attached), finds as follows:

- 37  
38 1. The annexation will enhance and will not be detrimental to or endanger the public  
39 health, safety, morals, convenience or general welfare of the citizens of the area  
40 proposed to be annexed or of the surrounding areas of the City and of the County; and  
41  
42 2. The annexation will not be injurious to the use and enjoyment of other property in the  
43 immediate vicinity nor substantially diminish and impair property values within the  
44 neighborhood; and  
45  
46 3. The annexation is in conformance with the plans of general development of the City  
47 and of the County; and  
48  
49 4. Acceptable and reasonable steps are being or will be taken to provide adequate  
50 municipal services; and  
51

1 5. The annexation will not precipitate environmental degradation; and

2  
3 6. The annexation will generate revenue at least equal to the anticipated cost of  
4 providing municipal services.

5  
6 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the annexed  
7 property will be placed upon the tax rolls of the City of Annapolis immediately upon the effective  
8 date of this annexation, and the owner(s) thereof shall be liable for real estate taxes as provided  
9 by Maryland law levied for the fiscal year during which this Resolution is effective, prorated from  
10 the effective date.

11  
12 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the annexed  
13 property shall become part of Ward Three of the City of Annapolis.

14  
15 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the 2009  
16 Annapolis Comprehensive Plan shall be amended to reflect the annexation of the Hayes  
17 Property and the zoning classifications as designated by Ordinance No. O-38-11.

18  
19 **AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this Resolution  
20 shall become effective upon the forty-fifth (45<sup>th</sup>) day following the date of its passage, provided  
21 no Petition for Referendum has been properly filed according to law, and provided the Council  
22 adopts Resolution No. R-47-11.

23  
24  
25 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

26  
27  
ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

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

\_\_\_\_\_  
Joshua J. Cohen, Mayor

28  
29  
30 **EXPLANATION:**

31 Highlighting indicates matter added to existing law.  
32 ~~Strikeout indicates matter deleted from existing law.~~  
33 Underlining indicates amendments.  
34

## **Policy Report**

### **Resolution R-47-11**

#### **Zoning of Annexed Land – Hayes Property**

Pursuant to Article 23A §19 of the Maryland Code Annotated, which establishes the annexation process for the City of Annapolis and other Maryland municipal corporations, the proposed resolution R-47-11 would accomplish the annexation of the Hayes property into the City of Annapolis. The Hayes Property is contiguous to the existing boundary of the City and located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

In January 2011, K. Hovnanian Homes of Maryland, L.L.C., Hogan Holding Company, LC, James J. Blackwell, Roxanne Winn, and Buckley W. Hayes (the "Petitioners") submitted a Petition for Annexation to the City of Annapolis for 7.374 acres of property known as the Hayes Property. In October 2011, K. Hovnanian Homes of Maryland, L.L.C. withdrew itself as a petitioner.

The proposed resolution would also assign the Hayes Annexation property into election Ward Three in the City of Annapolis.

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

City of Annapolis  
Hayes Property Annexation Analysis  
January 2012

ppd by: BTM

	<i>Fiscal Year 2010 Assessment &amp; Tax Rate Data</i>			<i>Fiscal Year 2013 Assessment &amp; Tax Rate Data</i>		
	Incremental Increase	Average Tax Bill	Average Assessment	Average Assessment@ 88%	Average Tax Bill	Total Tax Bill
	\$					
Based on 47 Townhouses						
<b><u>Long - Term Revenues</u></b>						
Total RE Taxes ( Land Only)	4,373.26					
RE Taxes; full value						
14 units @ 2,037 sq ft/	27,206.17	1,943.30	366,659.97	322,660.78	1,806.90	25,296.60
27 units @ 1,907 sq ft/	49,120.51	1,819.28	343,260.03	302,068.82	1,691.59	45,672.81
6 units @ Moderate Priced	7,314.00	1,219.00	230,000.00	202,400.00	1,133.44	6,800.64
	<u>83,640.68</u>					<u>77,770.05</u>
State Income						
Full Market (41) @ 450.69	18,478.29					18,478.29
MPDU (6) @ 300.46	1,802.76					1,802.76
	<u>20,281.05</u>					<u>20,281.05</u>
Cable TV Franchise Fees						
	2,100.36					2,100.36
Highway Taxes						
	319.24					319.24
Electricity, Gas, Telephone and Fuel Oil Taxes						
	1,242.92					1,242.92
Use of Money						
	0.00					0.00
	<u>3,662.52</u>					<u>3,662.52</u>
Total Additional Revenues	<u>107,584.25</u>					<u>101,713.62</u>
<b><u>Associated Incremental Expenses</u></b>						
Police	20,249.48					20,249.48
Fire Department	23,977.99					23,977.99
Parks and Recreation	5,957.25					5,957.25
Public Works						
Roads	6,382.60					6,382.60
Other Divisions	1,993.27					1,993.27
Snow and Ice	2,000.00					2,000.00
DNEP	2,881.10					2,881.10
Transportation	0.00					0.00
Mayor	3,149.47					3,149.47
Finance	6,622.30					6,622.30
Human Resources	1,556.17					1,556.17
Planning and Zoning	2,730.70					2,730.70
Central Services	3,524.06					3,524.06
Debt Service	13,643.63					13,643.63
Total Incremental Expenditures	<u>94,668.02</u>					<u>94,668.02</u>
Net: Positive <Negative> City Cash Flow	<u>12,916.23</u>					<u>7,045.60</u>

## FISCAL IMPACT NOTE

**Legislation No:** R-45-11

**First Reader Date:** 07-25-11

**Note Date:** 01-23-12

**Legislation Title:** Annexation Plan – Hayes Property

### **Description:**

For the purpose of adopting an annexation plan for the Hayes Property, which property is contiguous to the existing boundary of the City and which property is generally located south of the City's jurisdictional boundary and to the east of Old Solomons Island Road and Dorsey Drive.

### **Analysis of Fiscal Impact:**

For your consideration, attached is the fiscal impact analysis for the proposed Hayes annexation. The data used to prepare this analysis is provided in, and follows, the detail provided by Westholm and Associates for the petitioners which is part of section J of the petition.

In general, the attached analysis uses the same assumptions, however when preparing the City analysis, several variances arise. The first is that total revenues do not agree. There is a revenue variance of approximately \$5,800, \$113.4K vs. 107.6K, the majority of which is a difference in the compilation of real estate taxes. The second difference is that the City analysis includes a separate line number totaling \$2K for snow and ice since this account is historically under budgeted. The last variance is that the petitioners' use a \$204.97 credit per household, totaling \$9,633.59, for indirect charges. However, this credit was excluded in the City analysis since it does not incorporate the full extent of direct / indirect charge backs and is not consistent with the allocation methodology currently used. Using this amount as presented would understate the cost of providing City services.

Based on the attached analysis, the City will benefit from a \$13,000 positive cash flow using constant dollars using the FY 2010 tax rate. However, pending the adopted tax rate for FY 2013, and recognizing an average 12% decline in property values, by using FY 2013 values and assumptions currently available, this will directly impact the outcomes outlined in this analysis. For example, when applying an average 12% decline in assessed values which may be greater for townhouses, and keeping all other factors equal, including the tax rate, there is an approximate \$6,000 decrease in tax revenues for this project, thereby bringing the cash flow benefit to \$7,000.

Finally, this analysis does not take into consideration the impact of the City's enterprise Funds. Arguably, enterprise funds should be self sufficient via the associated fee

schedules; however, consideration should be given to any additional capitalization costs that this project will have on providing City services. As this analysis reflects, the cash flow benefits to the city are essentially at a breakeven point, however, any additional capitalization cost specifically attributable to this project will impact the cash flow projections as presented.



City of Annapolis  
Committee Referral Action

**Date:** 12/15/11  
**To:** Gina Watkins-Eldridge, City Clerk  
**From:** Jacquelyn Rouse, Planning Administrator

The Planning Commission has reviewed R-45-11; R-47-11 and O-38-11 and has taken the following action:

**FAVORABLE WITH AMENDMENTS**

**Meeting Date:** 12/15/11

The recommendation is attached

City of



Annapolis

PLANNING COMMISSION  
(410) 263-7961  
MUNICIPAL BUILDING  
ANNAPOLIS, MARYLAND 21401

December 15, 2011

**MEMORANDUM**

**To: Annapolis City Council**  
**From: Planning Commission**  
**Re: Findings for the Hayes Property Annexation - Resolution R-45-11: Annexation Plan;  
R-47-11: Annexation Resolution of Approval and Ordinance O-38-11: Designation of  
Zoning**

**SUMMARY**

The property proposed for annexation is a 7.4 acre parcel of land. The property is located near the intersection of Forest drive and Old Solomons Island Road. It consists of 7 parcels accessed by a utility easement from Dorsey Drive; Neal Street, an unimproved right of way; and an unimproved extension of Dorsey Drive.

The impetus for annexation is the applicant's desire to develop the property. The petitioner has stated that public water and sewer are not available to the site from Anne Arundel County and that annexation would allow for the extension of these services from areas presently served by the City. No plans for the development of the property have been submitted to the City to date. A Concept Plan, required under state law as a component of the Annexation Plan has been submitted.

The applicant initially requested R3, General residence district zoning and subsequently revised the request to R4, General residence district zoning. Both allow the development of multi-family residential uses, including townhouses and apartments. The R4 zoning allows a greater number of dwelling units per acre and has less restrictive bulk requirements.

On November 17, 2011, the Planning Commission held its regularly scheduled meeting and heard the proposed petition for annexation, approval of an annexation plan and concept plan for the property and the designation of the zoning classification for the property after annexation, being properly advertised in accordance with the Annapolis City Code.

**STAFF RECOMMENDATION**

At the meeting referenced above, the Planning staff presented their analysis of the annexation petition, annexation plan and concept plan and designation of zoning classification with recommended conditions in a report dated November 9, 2011 and an addendum to the staff report dated November 17, 2011...

Staff presented a revised recommendation for an alternative concept plan and amendments to the Annexation Plan (R-45-11) as well as to the zoning designation (O-38-11). These amendments would

allow R4, General Residence District zoning of the portion of the property for which R3 zoning had been requested with the following additional restrictions:

- maximum lot coverage of 45% for structures and parking;
- maximum height of 55 feet if all setbacks are increased by one foot for each foot of height in excess of 40 feet;
- maximum number of 158 dwelling units for the R4 portion of the site.
- a conservation easement on the portion of the site with steep slopes with only the stormwater outfall, existing utilities and passive recreation uses, such as a walking path, allowed.

These recommendations were in addition to the revisions to R-45-11 identified in the staff report. The Department of Public Works recommended revisions to the Annexation Plan to address the following issues. The proposed development does not include any public roads, street lights, street maintenance, trash and snow removal – this will all be privately maintained through a homeowners’ association. The revisions clarify that the property owners are responsible for all costs associated with these improvements and that where applicable, all work shall be in accordance with the City of Annapolis Standard Specifications and Details; specify that the Petitioner shall be required to connect to both the City’s water distribution and wastewater collection system located near the intersection of Old Solomons Island Road and Neal Street; specify that if any intersection improvements are required in conjunction with the proposed development that they are the responsibility of the petitioner;

The annexation petition was evaluated by the appropriate reviewing agencies, including the Departments of Neighborhood and Environmental Programs, Fire, Police, Public Works, Transportation, Recreation and Parks whose comments are included in the analysis component of the staff report. The Finance department also reviewed the Fiscal Impact Analysis. Both Anne Arundel County and the Maryland Department of Planning were asked to comment on the annexation request. All comments received were included as an attachment to the staff report. The property to be annexed is largely undeveloped and currently has minimal impact on municipal services. However, development of the portion of the property that is not characterized by steep slopes is anticipated. The result of annexation is that land becomes incorporated into the City and, therefore, subject to the same opportunities and constraints as all other such incorporated land. Issues associated with the impact on services, such as school capacity, traffic impact, provision of fire, police and municipal services will be addressed through the development review process.

**APPLICANT’S PRESENTATION**

The applicant presented testimony with regard to the annexation’s compliance with applicable code requirements of city and State law. .

**PUBLIC HEARING AND DELIBERATION**

In accordance with the Annapolis City Code, a public hearing was held and the public was invited to comment on the proposed annexation. A number of residents of nearby communities spoke. They expressed concerns such as tax increases, traffic effects and related issues.

After the close of the public hearing on November 17, 2011, the Planning Commission asked questions of staff and the applicant and entered into deliberations. Much of the Commission’s deliberation centered on the steep slopes and environmental sensitivity of a large portion of the property. The Planning Commission requested that staff incorporate all of the above-referenced recommendations into a revised R-45-11 including a revised concept plan and tabled the application until the meeting of December 1, 2011.

At the December 1, 2001 meeting, the Planning Commission reviewed the revised R-45-11 and the revised Concept Plan. The Planning Commission determined that they concurred with the staff's recommendations with respect to the particular characteristics of the site. The revisions to the Concept plan would provide for some development on the buildable portion of the property and protection of the portion of the property that is environmentally sensitive.

### RECOMMENDATION

The Planning Commission is required by state law to evaluate the proposed zoning designations of annexed property and its compliance with the general development plan of the City.

The Hayes property was reviewed for compliance with the 2009 Annapolis Comprehensive Plan. The property is designated "Residential" on the City's Proposed Land Use Map and is located adjacent to the Outer West Street Opportunity Area and is also within a Municipal Growth Area.

As required by Article 23A, Section 9 of State law, annexation cannot permit development of the annexed land for land uses substantially different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of the county applicable at the time of the annexation without the express approval of the board of county commissioners or county council of the county in which the municipality is located. The proposed zoning complies with this requirement.

In conjunction with the recommended zoning designation, the 2009 Annapolis Comprehensive Plan should be amended to reflect the inclusion of the properties in the City boundaries. Based on the above recommendations, it can be concluded that "the annexation is in conformance with the plans of the general development of the City and of the County".

The Planning Commission, by a vote of 4-0 with two abstentions, recommends approval of the petition, subject to:

- The revisions to R-45-11 recommended in the staff report. The revised version of R-45-11 and the Concept Plan are attachments to the addendum to the staff report dated November 23, 2011.
- Appropriate amendments to R-47-11 and O-38-11, including an amendment to the 2009 Annapolis Comprehensive Plan should also be made as determined necessary by the Office of Law in order to reflect the amendments to R-45-11.

Adopted this 15<sup>th</sup> day of December, 2011



David DiQuinzio, Chair



*City of Annapolis*  
**DEPARTMENT OF PLANNING AND ZONING**

145 Gorman Street, 3<sup>rd</sup> Floor, Annapolis, Maryland 21401  
Annapolis 410-263-7961 • FAX 410-263-1129 • TDD 410-263-7943

JON ARASON, AICP  
DIRECTOR

November 23, 2011

To: Planning Commission

From: Jon L. Arason, AICP  
JA  
Planning and Zoning Director

Re: Addendum to Staff Report: Hayes Property Annexation  
File No. ANX2011-001

SUMMARY

At the November 17, 2011 Planning Commission public hearing on the Hayes Property annexation, staff presented a revised recommendation for an alternative concept plan and amendments to the Annexation Plan (R-45-11) as well as to the zoning designation (O-38-11) These amendments would allow R4, General Residence District zoning of the portion of the property for which R3 zoning had been requested with the following additional restrictions:

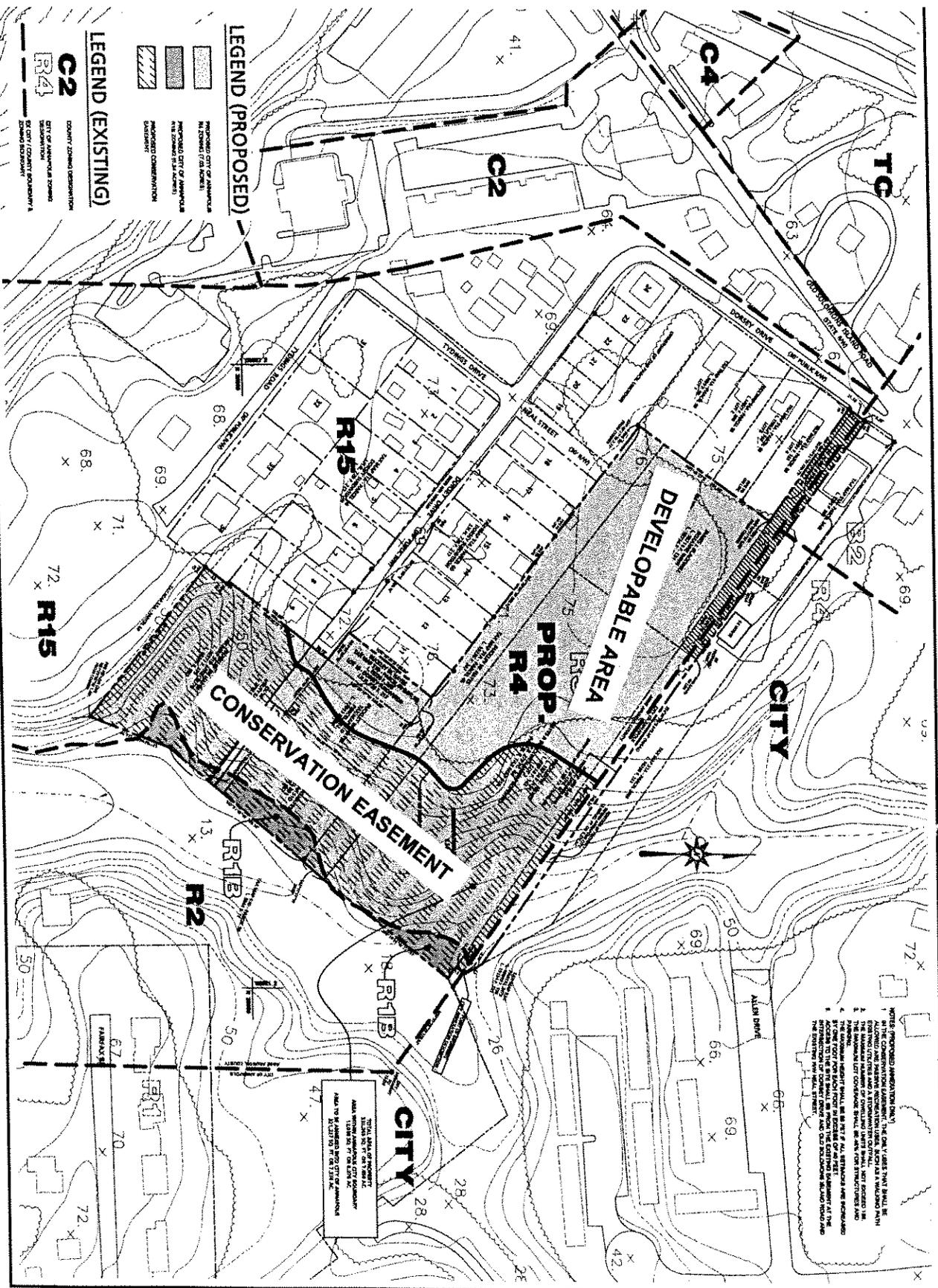
- maximum lot coverage of 45% for structures and parking;
- maximum height of 55 feet if all setbacks are increased by one foot for each foot of height in excess of 40 feet;
- maximum number of 158 dwelling units for the R4 portion of the site.
- a conservation easement on the portion of the site with steep slopes with only the stormwater outfall, existing utilities and passive recreation uses, such as a walking path, allowed.

These recommendations were in addition to the revisions to R-45-11 recommended in the staff report and requested by the Department of Public Works.

Planning Commission requested that staff incorporate all of the above-referenced recommendations into a revised R-45-11 including a revised concept plan. Attached are both an edited version of R-45-11 showing all the recommended revisions in Track Changes format and a version with Changes Accepted.

Report Prepared by

*Jacquelyn M. Rouse*  
Jacquelyn M. Rouse, AICP  
Planning Administrator



**LEGEND (EXISTING)**

**C2** COUNTY ZONING DISTRICT  
CITY OF ANNAPOLIS ZONING DISTRICT

**R4** COUNTY ZONING DISTRICT  
CITY OF ANNAPOLIS ZONING DISTRICT

**LEGEND (PROPOSED)**

PROPOSED CITY OF ANNAPOLIS ZONING DISTRICT (C2)

PROPOSED CITY OF ANNAPOLIS ZONING DISTRICT (R4)

PROPOSED CONSERVATION EASEMENT

NOTES: PROPOSED ZONING DISTRICTS: THE CITY OF ANNAPOLIS SHALL BE ALLOWED TO REZONE THE PROPOSED DEVELOPABLE AREA AS A RESIDENTIAL ZONING DISTRICT. THE PROPOSED CONSERVATION EASEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE ANNAPOLIS CITY BOARD OF ZONING ADJUSTMENTS AND THE ANNAPOLIS CITY BOARD OF PUBLIC WORKS. THE PROPOSED CONSERVATION EASEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE ANNAPOLIS CITY BOARD OF ZONING ADJUSTMENTS AND THE ANNAPOLIS CITY BOARD OF PUBLIC WORKS. THE PROPOSED CONSERVATION EASEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE ANNAPOLIS CITY BOARD OF ZONING ADJUSTMENTS AND THE ANNAPOLIS CITY BOARD OF PUBLIC WORKS.

TITLE: HAYES PROPERTY  
DATE: 11/15/2011  
DRAWN BY: [Name]  
CHECKED BY: [Name]

CONCEPTUAL SITE PLAN

November, 2011

EXHIBIT A

<p>ZONING SITE PLAN SKETCH FOR THE <b>HAYES PROPERTY</b> TAX MAP 81A, BLOCK 24, PARCELS 6, 8, AND 43 TAX MAP 81B, BLOCK 10, PARCELS 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100</p>		<p><b>Bay Engineering Inc.</b> 100 Annapolis Avenue, Suite 110 Annapolis, Maryland 21401 410.427.8200 www.bayengineering.com</p>	<p>Revisions</p> <table border="1"> <thead> <tr> <th>Rev #</th> <th>By</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>TR</td> <td>3.26.11</td> <td>REVISE CITY ZONING BOUNDARY CITY SITE</td> </tr> </tbody> </table>		Rev #	By	Date	Description	1	TR	3.26.11	REVISE CITY ZONING BOUNDARY CITY SITE
Rev #	By		Date	Description								
1	TR	3.26.11	REVISE CITY ZONING BOUNDARY CITY SITE									
<p>Scale: 1" = 100'</p>		<p>Date: 5/25/12 Scale: 1" = 100'</p>										



*City of Annapolis*  
**DEPARTMENT OF PLANNING AND ZONING**  
145 Gorman Street, 3<sup>rd</sup> Floor, Annapolis, Maryland 21401  
Annapolis 410-263-7961 • FAX 410-263-1129 • TDD 410-263-7943

JON ARASON, AICP  
DIRECTOR

November 17, 2011

To: Planning Commission

From: Jon L. Arason, AICP  
Planning and Zoning Director

Re: Addendum to Staff Report: Hayes Property Annexation  
File No. ANX2011-001

DISCUSSION

In 2006, when the Article 23A of the Annotated Code of Maryland was amended with regard to annexation, several significant changes were made to the annexation process:

- The language regarding development of the annexed land was changed to state that an annexation could not permit land uses *substantially* different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of the county applicable at the time of the annexation. prior to this the zoning designation was required to comply with the land use designation in the county master plan or area plan regardless of whether the county had enacted zoning in compliance with the master plan.
- A new requirement was added which required the City to adopt an annexation plan 30 days prior to approval of the annexation itself. The annexation plan must contain among other items, a description of the land use pattern proposed for the area to be annexed.

The Hayes Property is the first annexation moving forward thru the process that will meet these requirements. In the staff report, we identified several issues related to the concept plan submitted with the annexation petition - proposed development in an area of the site with steep slopes and large trees; connectivity to the adjacent residential community; inadequate on-street parking and the lack of provision of a usable common open space area. We recommended an alternative concept plan and amendments to the Annexation Plan.

Recent discussions with the petitioners regarding the development constraints have led us to re-think the overall concept plan. The petitioner asked if we would consider R4, General Residence District zoning which would allow significantly higher density -25 units per acre, but has no height limit and no lot coverage limitations.

The zoning designations initially requested were R3, General Residence District for the major portion of the site (7.03 acres) currently zoned R15, under the County zoning and R1B, Single-family Residence District for a narrow strip of land (.34 acres) at the bottom of the steep slopes currently zoned R2, under County zoning.

Staff reviewed that option as well as the County R15 zoning which is the existing zoning. Under the County regulations, R15 zoning allows a net density of 15 units per acre, but also requires maximum lot coverage of 45% for structures and parking and a maximum height of 55 feet if all setbacks are increased by one foot for each foot of height in excess of 40 feet. The City R4 zoning allows 25 units per acre (as opposed to the 12 units per acre allowed under R3), has no height or lot coverage limitations.

However, thru the Annexation Plan, the City can place additional stipulations on site development. Of paramount consideration is protection of the environmentally sensitive portion of the property which is actually approximately 5 acres leaving about 2.2 acres as developable. Staff is recommending that portion of the property be placed in a conservation easement with only the stormwater outfall, existing utilities and passive recreation uses, such as a walking path, allowed.

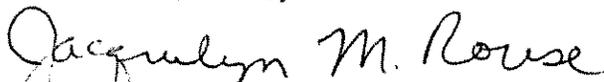
Secondly is the density discrepancy between the City under R4 zoning which would allow 180 units and the County R15 which allows 105 units. With the 50 percent density increase allowed by state law, a total of 158 units could be allowed. This issue would be addressed thru a restriction in the Annexation Agreement which limits the total number of units to be developed to 158.

In order to address the height and lot coverage issue, the Annexation Plan would also stipulate that a maximum lot coverage of 45% for structures and parking and a maximum height of 55 feet if all setbacks are increased by one foot for each foot of height in excess of 40 feet.

#### RECOMMENDATION

With these additional amendments to the Annexation Plan (R-45-11) requiring a conservation easement with only the stormwater outfall, existing utilities and passive recreation uses allowed; limiting height, lot coverage and total number of dwelling units, as specified above, and all necessary revisions to the concept plan, staff is recommending R4, General Residence District zoning for the 7.03 acre portion of the site for which R3 zoning had been requested under O-38-11. This would be in addition to all other recommendations for changes to the Annexation Plan as identified in the staff report dated November 9, 2011.

Report Prepared by



Jacquelyn M. Rouse, AICP  
Planning Administrator



*City of Annapolis*

**DEPARTMENT OF PLANNING AND ZONING**

145 Gorman Street, 3<sup>rd</sup> Floor, Annapolis, Maryland 21401

Annapolis 410-263-7961 • FAX 410-263-1129 • MD Relay (711)

JON ARASON, AICP  
DIRECTOR

November 9, 2011

To: Planning Commission

From: Jon L. Arason, <sup>JA</sup>AICP  
Planning and Zoning Director

Re: Hayes Property Annexation  
File No. ANX2011-001

Petitioners: Hogan Holding Company, LC; James J. Blackwell; Roxanne Winn; Buckley W. Hayes

Location: Located on the southeast side of Dorsey drive at near the intersection of Dorsey Drive and Old Solomons Island and identified as Anne Arundel County Tax Map 51A, Parcels 6, 8, 45, and Tax Map 51D, Parcels 60, 392, and 70 and a portion of Dorsey Drive ROW

Parcel Size: 7.374 acres, more or less

Existing Zoning: Anne Arundel County, R15, Residential District and R2, Residential District

Requested Zoning: City of Annapolis, R3, General Residence District and R1B, Single-Family Residence District

Existing Land Use: Undeveloped

Proposed Land Use: Townhouse Residential Development

Attachments: Vicinity Map

- R-45-11 Annexation Plan
- R-47-11 Annexation Resolution
- O-38-11 Zoning Designation
- Recommended Concept Plan
- Interagency Review Comments

**SITE DESCRIPTION AND BACKGROUND**

The property proposed for annexation is an approximately 7.4 acre parcel of land. The property consists of 7 parcels accessed by a utility easement from Dorsey Drive, a unimproved right of way, Neal street and an unimproved extension of Dorsey Drive.

The impetus for annexation is the petitioner's desire to redevelop the site. Public water and sewer are not available to the properties from the County. Annexation would allow for the extension of services. No plans for the development of the property have been submitted to the City to date. However, a Concept Site Plan has been submitted in conjunction with an Annexation Plan which would specify all terms of development of the site.

The petitioners are requesting high density residential zoning for the majority of the site with the section of a small strip of land along the southeast boundary of the property for which low density residential zoning is requested. The zoning designations are consistent with the existing zoning designations for this property in Anne Arundel County.

#### ANNEXATION PLAN

An Annexation Plan as required by Article 23A was submitted in conjunction with the Annexation Petition. Under state law, a municipal governing body must prepare, adopt and make available to the public a plan detailing (1) the proposed land use or uses in the area to be annexed, (2) available land that could be used for anticipated public facilities that may be needed, (3) a schedule for extending municipal services to the area to be annexed, and (4) anticipated means of financing the extension of services. The plan must be provided at least 30 days prior to holding the public hearing required by law for an annexation to the county in which the municipality is located as well as to the Maryland Department of Planning and any regional and state planning agencies having jurisdiction within the county. The Annexation Plan has been reviewed by the Office of Law for compliance with these requirements.

The annexation petition has also been reviewed by all City agencies, including the Departments of Public Works, Neighborhood and Environmental Programs, Fire, Police, Transportation, Recreation and Parks and Finance. Comments were also requested from Anne Arundel County and the Maryland Department of Planning. The agency review comments are attached.

During the agency review process, several issues were identified with regard to the Concept Site Plan submitted with the petition. These included proposed development in an area of the site with steep slopes and large trees; connectivity to the adjacent residential community; inadequate on-street parking and the lack of provision of a usable common open space area. Although this is a concept plan, all of these issues had been more adequately addressed in an earlier version of the concept plan reviewed by the City prior to the submittal of the petition. Staff is recommending that the this plan identified in the attachments as the Recommended Concept Plan Revised in Accordance with Agency Review Comments be utilized as the required concept plan exhibit in conjunction with the Annexation Plan - R-45-11.

With regard to the Annexation Plan, there are also a number of revisions to this recommended by the Department of Public Works. As part of the Interagency Review Comments attachment, an annotated version of R-45-11 is included with the Public Works comments. The proposed development does not include any public roads, street lights, street maintenance, trash and snow removal - this will all be privately maintained through a homeowners's association. The revisions clarify that the property owners are responsible for all costs associated with these improvements and that where applicable, all work shall be in accordance with the City of Annapolis Standard Specifications and Details; specify that the Petitioner shall be required to connect to both the City's water distribution and wastewater collection system located near the intersection of Old Solomons Island Road and Neal Street; specify

that if any intersection improvements are required in conjunction with the proposed development that they are the responsibility of the petitioner;

R-45-11 should be amended in accordance with the annotated version included in the Interagency Review Comments attachment.

### ANNEXATION REQUIREMENTS

Annexation is a process whereby a land area adjacent to a municipality is incorporated into that municipality. This area, once annexed, is entitled to all benefits common to the annexing municipality including community identity, political representation and community services. In return, the annexed land is placed on the municipal tax roles and becomes subject to the regulations, policies and decision-making processes of the municipality. The State legislation governing annexation is found in Article 23A, Section 19 of the Code of Maryland. In order for a municipality to consider annexation, the property must meet the following criteria:

1. The property to be annexed must be contiguous and adjoining to the existing corporate area of the annexing municipality.
2. Annexation of property may not create any unincorporated area which is bounded on all sides by real property presently within, or as a result of the proposed annexation, the corporate limits of the municipality.
3. A petition for annexation shall have the support of at least twenty-five percent of eligible voters residing in the area to be annexed, and of the owners of at least twenty-five percent of the assessed valuation of real property located in the area to be annexed.

The annexation petition was submitted to the City on January 13, 2011, reviewed by the City Clerk and determined to be in compliance with the above referenced criteria. Subsequently, the annexation petition was scheduled by the City Clerk for a preliminary review before the City Council in order that they might review the petition and request additional information from the petitioners. A first reader was held on July 25, 2011 and the annexation petition, annexation plan and ordinance were referred by the City Council to the Planning Commission.

In addition to these basic requirements, the City of Annapolis has established policies and regulations governing the annexation of land. Chapter 2.52 of the City Code establishes findings that must be made in order for an annexation to be acted upon favorable.

These findings are:

- A. The annexation will enhance and will not be detrimental to or endanger the public health, safety, morals, convenience or general welfare of the citizens of the area proposed to be annexed or the surrounding areas of the City and of the County.
- B. The annexation will not be injurious to the use and enjoyment of other property in the immediate vicinity nor substantially diminish and impair property values within the neighborhood.

C. The annexation is in conformance with the plans of the general development of the City and of the County.

D. Acceptable and reasonable steps are being or will be taken to provide adequate municipal services.

E. The annexation will not precipitate environmental degradation.

The annexation will generate revenue at least equal to the anticipated cost of providing municipal services.

These findings have been addressed by the applicant in their annexation petition and evaluated by the appropriate reviewing agencies whose comments are included in the attachments. The city Council makes the determination as to compliance with the findings mandated under chapter 2.52 in accordance with the recommendations of the appropriate city and county agencies.

This property to be annexed is undeveloped and currently does not have any impact on services. However, development of the property is anticipated. The result of annexation is that land becomes incorporated into the City and, therefore, subject to the same opportunities and constraints as all other such incorporated land. Issues associated with the impact on services, such as school capacity, traffic impact, provision of fire, police and municipal services will be addressed through the development review process.

#### LAND USE AND ZONING

The Planning Commission is required by state law to evaluate the proposed zoning designations of annexed property and its compliance with the general development plan of the City.

The Hayes property was reviewed for compliance with the 2009 Annapolis Comprehensive Plan. The property is designated "Residential" on the City's Proposed Land Use Map and is located adjacent to the Outer West Street Opportunity Area. The purpose of the opportunity area designation is to encourage intensification of development and transformation to a more urban character in the event of redevelopment opportunities. Located adjacent to the opportunity area, the property should contribute to the successful transformation of the opportunity area as it redevelops over time. The applicant has requested R3 and R1B zoning and is proposing a multi-family residential project on the site. The land use proposed for the property is therefore consistent with the Comprehensive Plan.

This area is also within a Municipal Growth Area identified in the Comprehensive Plan as the 90 acre Growth Area A. Annexation of this property is therefore consistent with the Annapolis Comprehensive Plan, specifically policy 1.1 of the Municipal Growth Chapter:

The City will plan for the annexation of the two "Growth Areas" that are specifically recommended in this Chapter, subject to appropriate annexation procedures. The two growth areas are part of Annapolis' planned Opportunity Areas. The planned annexations promote this Plan's development goals and contribute to rationalizing the city-county boundary.

The development proposal associated with the annexation of the property anticipates constructing 40 townhouses and two single family dwellings. The entirety of Growth Area "A" is projected to absorb up to 270 residential units and 100,000 s.f. of commercial development, well above what is projected for this property.

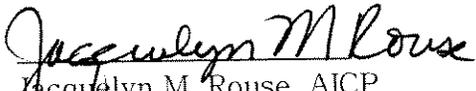
As required by Article 23A, Section 9 of State law, annexation cannot permit development of the annexed land for land uses substantially different than the use authorized, or at a substantially higher, not to exceed 50%, density than could be granted for the proposed development, in accordance with the zoning classification of the county applicable at the time of the annexation without the express approval of the board of county commissioners or county council of the county in which the municipality is located. The proposed zoning complies with this requirement.

In conjunction with the recommended zoning designation, the 2009 Annapolis Comprehensive Plan should be amended to reflect the inclusion of the properties in the City boundaries. Based on the above recommendations, it can be concluded that "the annexation is in conformance with the plans of the general development of the City and of the County".

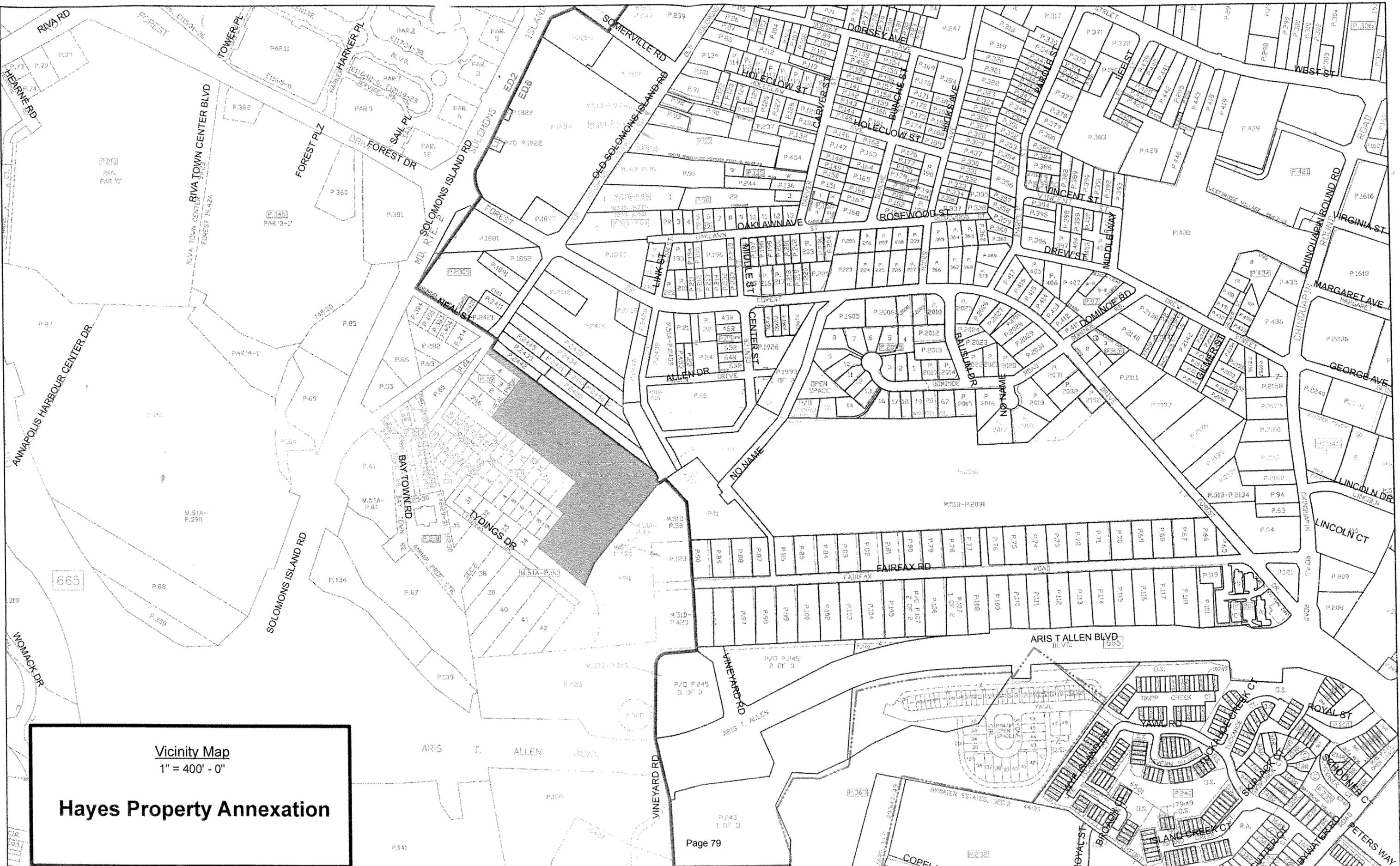
#### STATE PLANNING

The Maryland Department of Planning reviewed the annexation petition and noted that the parcel was eligible for inclusion in the PFA, Priority Funding Area. The PFA designation was created in 1997 as part of the implementation of the "Smart Growth" Areas Act. The City will need to apply for inclusion after the annexation is approved.

Report Prepared by

  
Jacquelyn M. Rouse, AICP  
Planning Administrator

# VICINITY MAP



Vicinity Map  
 1" = 400' - 0"  
**Hayes Property Annexation**

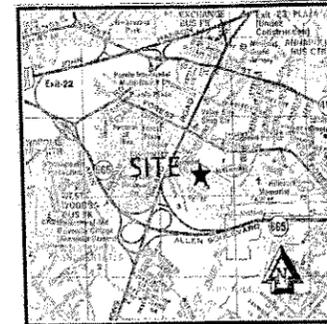
**RECOMMENDED  
CONCEPT PLAN**

**REVISED IN ACCORDANCE  
WITH  
AGENCY REVIEW COMMENTS**

# RECOMMENDED CONCEPT PLAN

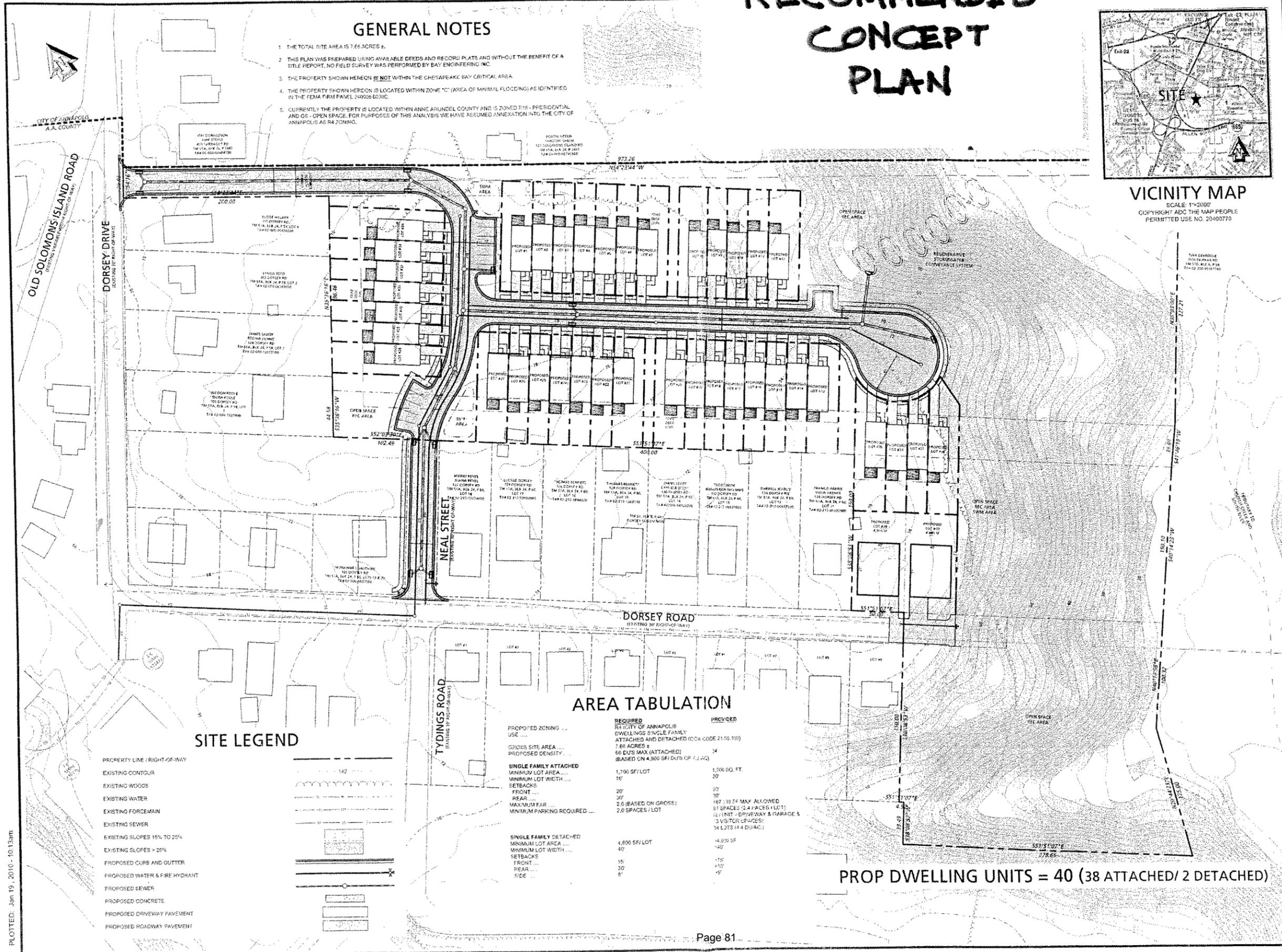
## GENERAL NOTES

1. THE TOTAL SITE AREA IS 7.66 ACRES ±.
2. THIS PLAN WAS PREPARED USING AVAILABLE DEEDS AND RECORD PLATS AND WITHOUT THE BENEFIT OF A TITLE REPORT. NO FIELD SURVEY WAS PERFORMED BY BAY ENGINEERING INC.
3. THE PROPERTY SHOWN HEREON IS NOT WITHIN THE CHESAPEAKE BAY CRITICAL AREA.
4. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN ZONE "C" (AREA OF MINIMAL FLOODING) AS IDENTIFIED IN THE FEMA FIRM PANEL 240908 6038C.
5. CURRENTLY THE PROPERTY IS LOCATED WITHIN ANNE ARUNDEL COUNTY AND IS ZONED R1F - RESIDENTIAL AND OS - OPEN SPACE. FOR PURPOSES OF THIS ANALYSIS WE HAVE ASSUMED ANNEXATION INTO THE CITY OF ANNAPOLIS AS R4 ZONING.



## VICINITY MAP

SCALE: 1"=200'  
COPYRIGHT: ADC THE MAP PEOPLE  
PERMITTED USE NO. 20400770



## SITE LEGEND

- PROPERTY LINE / RIGHT-OF-WAY
- EXISTING CONTOUR
- EXISTING WOODS
- EXISTING WATER
- EXISTING FORCEMAIN
- EXISTING SEWER
- EXISTING SLOPES 15% TO 25%
- EXISTING SLOPES > 25%
- PROPOSED CURB AND GUTTER
- PROPOSED WATER & FIRE HYDRANT
- PROPOSED SEWER
- PROPOSED CONCRETE
- PROPOSED DRIVEWAY PAVEMENT
- PROPOSED ROADWAY PAVEMENT

## AREA TABULATION

PROPOSED ZONING USE	REQUIRED	PROVIDED
GROSS SITE AREA	7.66 ACRES ±	34
PROPOSED DENSITY	60 DUS MAX (ATTACHED) (BASED ON 4,800 SF/ DUS OF R4 ZONING)	34
<b>SINGLE FAMILY ATTACHED</b>		
MINIMUM LOT AREA	1,700 SF/LOT	1,700 SQ. FT.
MINIMUM LOT WIDTH	16'	20'
SETBACKS		
FRONT	20'	30'
REAR	30'	30'
MAXIMUM FUR	2.0 (BASED ON GROSS)	1.87 (30 SF MAX ALLOWED)
MINIMUM PARKING REQUIRED	2.0 SPACES /LOT	12 (1 UNIT = DRIVEWAY & GARAGE & 3 VISITOR SPACES; 24 LOTS @ 4 DUS/LOT)
<b>SINGLE FAMILY DETACHED</b>		
MINIMUM LOT AREA	4,800 SF/LOT	4,800 SF
MINIMUM LOT WIDTH	40'	40'
SETBACKS		
FRONT	15'	15'
REAR	30'	30'
SIDE	5'	5'

PROP DWELLING UNITS = 40 (38 ATTACHED/ 2 DETACHED)

**Revisions**

Rev. #	By	Date	Description

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Bay Engineering Inc.  
Annapolis, Maryland 21401  
410.807.0262  
www.bayengineering.com

**Bay Engineering Inc.**  
Engineers, Architects, Surveyors, Planners  
190 Alpha Circle Drive, Suite 175  
Annapolis, Maryland 21401  
410.807.0262  
www.bayengineering.com

Date: DECEMBER, 2009  
Job Number: 09-2005  
Scale: 1"=40'  
Drawn By: L.S.  
Approved By: T. SCHILMAN

Folder Reference:  
KOCH HAYES PROPERTY, ANNAPOLIS  
OLD SOLOMONS ISLAND ROAD

CONCEPTUAL SITE PLAN (22' WIDE TOWNHOMES)  
SKETCH FOR THE  
**HAYES PROPERTY**  
TAX MAP 51A, BLOCK 24, PARCELS 6, 8, AND 45  
TAX MAP 51D, BLOCK 10, PARCELS 60, LOT 10  
TAX MAP 51D, BLOCK 6, PARCELS 70, 381, AND 382  
SOUTH RIVER ROAD, DORSEY ROAD, TYDINGS DRIVE  
SECOND DISTRICT, ANNE ARUNDEL COUNTY, ZONED

Author: Larry Schilman  
Date: 3/31/10  
License No.: 188593  
Expiration Date:  

Sheet No. 1 OF 1

# **INTERAGENCY REVIEW COMMENTS**



Chartered 1708

*City of Annapolis*

**DEPARTMENT OF PLANNING AND ZONING**

145 Gorman Street, 3<sup>rd</sup> Floor, Annapolis, Maryland 21401  
Annapolis 410-263-7961 • FAX 410-263-1129 • TDD 410-263-7943

JON ARASON, AICP  
DIRECTOR

August 2, 2011

**MEMORANDUM**

**To:** Bruce Miller, Director of Finance  
David Jarrell, Director of Public Works  
Maria Broadbent, Director of Neighborhood and Environmental Programs  
Chief David L. Stokes, Sr., Fire Department  
Chief Michael Pristoop, Police Department  
LeeAnn Plummer, Director of Recreation and Parks  
Richard Newell, Director of Transportation  
Larry Tom, Planning and Zoning Officer, Anne Arundel County  
Douglas L. Hart, Acting Health Officer, Anne Arundel County  
Richard Hall, Secretary of the Maryland Department of Planning  
Virginia Burke, Chief of Comprehensive Planning

**From:** Jacquelyn M. Rouse, Planning Administrator

**Re:** Hayes Property

**Location:** Old Solomons Island Road

Enclosed for your review is annexation request received for processing by the City of Annapolis. Copies of the legislation introduced by the City Council relative to the annexation are included in your review packet – they are R-47-11 for approval of the annexation. R-45-11 for the Annexation Plan (this replaces the Outline for Extension of Services and the Public Facilities Agreement) and O-38-11 which designates the zoning of the property.

The 7.34 +/- acre property consists of several parcels of land located off of Old Solomons Island Road near its intersection with Forest Drive. The proposed zoning is R3, General Residence District and R1B, Single-family Residence District.

The proposed development of the property is a multi-family residential project as is shown on the Conceptual Site Plan and discussed in the Fiscal Impact Analysis.

The Planning and Zoning Department requests any comments you may have pertaining to the annexation petition. For those agencies providing services to this area, please indicate, where applicable, what impacts, if any, this annexation and its proposed development will have on the provision of those services. (Please provide comments relative to Title 22, Adequate Public Facilities)

Please also indicate any additional requirements and or conditions you would recommend be placed upon the annexation relative to the provision of services to the annexed area or to the future development of the site.

I would appreciate your written comments no later than August 23, 2011. Should you have any questions or require any information or clarification, please call me at 410/263-7961 ext.7794 or email at [jmr@annapolis.gov](mailto:jmr@annapolis.gov).

## DEPARTMENT OF PUBLIC WORKS COMMENTS

Water and Sewer Comments for Alternate Plan titled "Conceptual Site Plan (22'Wide Townhomes) Sketch for the Hayes Property" dated December, 2009 are as follows:

1. Water and Sewer services from the County on Dorsey Road and Dorsey Drive through Neal Street (existing paper Right of Way) are not acceptable. Water and Sewer Service shall be from the City at the intersection of Old Solomon's Island Road, Neal Street (paved road) and Dorsey Drive.
2. Comments in 9/14/11 Attachment also apply to the Alternate Plan.



City of Annapolis  
DEPARTMENT OF PUBLIC WORKS

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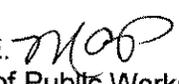
145 Gorman Street, 2<sup>nd</sup> Floor, Annapolis, Maryland 21401-2517  
pubworks@annapolis.gov • www.annapolis.gov  
Annapolis 410-263-7949 • FAX 410-263-3322

September 14, 2011

MEMORANDUM

TO: Jacquelyn Rouse  
Planning Administrator

VIA: David Jarrell, P.E.   
Director of Public Works

FROM: Marcia Patrick, P.E.   
Assistant Director of Public Works

RE: Hayes Annexation  
Public Works Comments

Thank you for the opportunity to provide additional comments on the proposed Hayes Annexation. These comments provide additional information and clarification to comments that have been previously submitted.

**Perimeter Roadway Improvements**

The development of this property may create unacceptable intersections with Dorsey Road, owned by Anne Arundel County, and Old Solomons Island Road, owned by the Maryland State Highway Administration. Prior to development, the Petitioner or his successor, must obtain permits from the appropriate agencies, who will determine if access will be permitted and what improvements shall be made to the intersections to permit access. The Petitioner, or his successor, shall make, at their sole expense, all improvements required by these agencies including acquiring the necessary rights of way, as may be necessary to make these improvements.

**Sewer**

It is in the best interest of both the developer and the City to have the site served with gravity sewer on Old Solomon's Island Road. The Department of Public Works' standards relative to preferred criteria used to determine the ability to provide gravity sewer service is as follows:

Preferred criteria	Allowable criteria (w/justification)
Min. sewer main slope - .005 ft/ft (1/2%)	Min. sewer main slope - .0045 ft/ft
Min. sewer main depth – 5 feet	Min. sewer main depth – 3 feet
Min. sewer lateral slope - .02 ft/ft (2%)	Min. sewer lateral slope - .01 ft/ft (1%)
Lateral depth at property line – 4 feet	Lateral depth at property line – 3 feet
Max. Sewer main/manhole depth – 10 feet	Max. Sewer manhole depth w/o int. platform – 15 feet
Min. sewer manhole depth – 5 feet	Min. sewer main depth – 3 feet

In order to meet Adequate Public Facilities (APF) approval, the developer is to design a gravity sewer system to the preferred criteria, above, or provide an alternatives analysis in the engineering report that demonstrates that the preferred criteria cannot be met and evaluates and presents alternative options.

Based on a preliminary review of Bay Engineering's Conceptual Site Plan #1, dated July, 2010, it appears that it is feasible to provide gravity sewer service to the first floor of all of the units. However, service to basements by gravity appears to be impossible, at least for some portion of the units. The APF engineering report will need to address these limitations.

**Water**

It is the best interest of both the developer and the City to have the site served with water having adequate static water pressure. After further review of industry criteria used to evaluate adequate static water pressure (Ten State Standards - minimum static pressure of 35 psi at the street), the Department of Public Works has modified its' preferred criteria used to assess adequate static water pressure as follows:

Preferred criteria
Max. Elev. @ street edge in front of property – El. 77

In order to meet APF approval, the developer must meet the preferred criteria as indicated above, or provide an alternatives analysis evaluating options in the engineering report that demonstrates that the preferred criteria cannot be met.

Based on a preliminary review of Bay Engineering's Conceptual Site Plan #1, dated July, 2010, it appears that it is feasible to provide adequate static water pressure to some portion of the development, but not others. The APF engineering report will need to address these limitations.

**Financial Analysis for Annexation with regard to Water and Sewer Utilities**

Included within the fiscal analysis for water and sewer, the petitioner will include an analysis of the operating, maintenance and Capital Reserve Costs (OM&C) for any mechanical and/or electrical systems required for the annex area, including, but not limited to, sewage pump stations and water booster pump stations.

Hayes Annexation  
Page 3 of 3

The fiscal analysis shall include, but not be limited to, the projected operating and maintenance costs based on the City of Annapolis, Department of Public Works current expenditure, that expenditure not to be obtained from the Budget but rather from figures provided by the Department of Public Works. Capital Reserve Costs will be based on pump and all other mechanical and electrical equipment replacement (exclusive of pipes and valves) every 20 years and complete replacement of the facility every 60 years.

With direction and guidance from the Department of Public Works, the petitioner shall calculate the revenue generated by the annex area into the Sewer and Water Enterprise Fund, and compare it to the total expenses (including mechanical and/or electrical systems OM&C) and determine if the revenue generated by the annex area is greater than the total OM&C expenses for the annex area.

DAJ/MAP/TKB/SMB



City of Annapolis

**Department of Neighborhood & Environmental Programs**

160 Duke of Gloucester Street  
Annapolis, MD 21401-2517

mbroadbent@annapolis.gov 410-263-7946 Fax 410-263-9158 TDD 410-263-7943 • [www.annapolis.gov](http://www.annapolis.gov)

DATE: September 16, 2011  
TO: Jacquelyn Rouse, Planning Administrator, Department of Planning and Zoning  
FROM: Maria Broadbent, Director, Neighborhood and Environmental Programs   
RE: Hayes Property

Following are the Department of Neighborhood & Environmental Programs preliminary review comments to the submittal package dated August 2, 2011.

**HAVE CONSULTANT TEAM PROVIDE WRITTEN RESPONSE TO THE FOLLOWING COMMENTS ON AN ITEM TO ITEM BASIS:**

- A. **Standard Comments - Note: Some comments may not be applicable to your project as it is now proposed.**
- A1. Contractor shall not start any construction work or equipment before 7:00 a.m. and must finish no later than dusk. No outside Sunday work.
  - A2. All damage to City property, Old Solomons Island Road and property of others, during construction shall be total responsibility of owner/developer for replacement and repair costs, NOT CITY.
  - A3. During site work and construction, contractors shall maintain roadways free of mud, dirt, debris, and shall broom clean at the end of each work day as required.
  - A4. Must provide traffic control details related to blocking of any streets or sidewalks, contact engineering at 410-263-7949.
  - A5. Burning and burying of materials on site is prohibited.
  - A6. Record plat will need to be fully executed and recorded prior to any permit issuance.
  - A7. All contractors, subcontractors, electrical, mechanical, gas, plumbing and utility contractors shall be Maryland State Licensed. Gas, electric, utility, and plumbing contractors shall also carry a City of Annapolis license.

To: Jacquelyn M. Rouse  
Re: Hayes Property  
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- A8. All work must meet building codes, fire codes, mechanical/electrical, structural, plumbing and energy codes, chemical pretreatment, Maryland safety glazing laws, disability codes and any and all City ordinances.
- A9. Separate permits will be required for building, street opening, signage, fuel tanks, curb cuts, fencing, and demolition. Do not submit for the building permit until you have received site plan, landscape and related approvals from Planning & Zoning.
- A10. Building permit submittal must consist of the following:
1. Building permit application.  
  
Six complete sets of Architectural, Mechanical, Electrical, Structural, Plumbing, and site plans. All drawings must be signed, sealed and dated.
- A11. Construction drawings must be signed, sealed and dated by a licensed Maryland architect. Structural, mechanical, electrical, gas, plumbing and site drawings must be signed, sealed, and dated by a licensed Maryland engineer.
- A12. All letters of credit or surety bonds (to City format) are required to be submitted to the Department of Public Works in full amount for the entire project, (not in phases) prior to issuance of any permit. Matt Sebastian, Stormwater Management Engineer, 410-263-7949 will determine the final dollar amount required prior to submittal.
- A13. Prior to the release of any surety at completion of construction, the Design Engineer shall provide reproducible certified Mylar AS-BUILTS of stormwater management facilities and public improvements. Also, PRIOR to surety release, the owner shall provide to the City of Annapolis reproducible Mylar drawings showing RECORDED Utility EASEMENTS and RIGHT OF WAY (R.O.W.).
- A14. All landscape drawings are to be reviewed and approved by the Department of Planning & Zoning. A letter of credit or surety bond may be required. Planning & Zoning will establish the dollar value and will administer the surety. Landscape bonds ONLY shall be coordinated with Thomas Smith, Department of Planning & Zoning, 410-263-7961.
- A15. Contact "Miss Utility" at 1-800-257-7777 at least five (5) days in advance of any excavation (if applicable)
- A16. Any re-location to existing power poles, above and underground wiring and utilities, fire hydrants, manholes, inlets, etc., shall be responsibility of owner/developer, NOT CITY. All new power lines, telephone lines and cable TV lines shall be underground. Any issues concerning overhead power lines shall be coordinated with Clint Pratt, 410-263-7946.

To: Jacquelyn M. Rouse  
Re: Hayes Property  
Page: 3

- A17. Coordinate any proposed transformers, generators and condensers with Clint Pratt, 410-263-7946.
- A18. All existing street lights, fire hydrants, water lines, sewer lines, storm lines, gas lines, meters, cleanouts shall be inspected, evaluated and refurbished as required to meet City Standards and applicable Codes. All sewer and storm lines shall be cleaned out as required and made operational. All costs are the responsibility of the applicant.
- A19. All costs to bring in water and sewer to the building shall be responsibility of others and NOT THE CITY.
- A20. The water meter, vault size and location shall be verified. All costs to upgrade water meters, related piping and appurtenances will be the responsibility of others and **not** the City. Coordinate connection fees with John Quigley, 410-263-7946. Coordinate meter, vault size and pressure with Public Works Utilities at 410-263-7967.
- A21. Fire hydrant location to meet City Standards. Coordinate with Mike Bunker at 410-263-7970. The amount of fire hydrants shall be determined by Chief Stokes at the Fire Department, 410-263-7975.
- A22. Where scheduled, all blow-offs shall be installed as fire hydrants. Coordinate with Mike Bunker, 410-263-7967.
- A23. Building drain and sanitary sewer piping below grade shall be cast iron bell and spigot service weight or greater, cast iron pipe with long term fittings (minimum service weight) or PVC schedule 40 pressure pipe with long term fittings (no cellular core piping). Water service piping below grade shall be ductile iron Class 52 for 4" or greater and copper "L" tubing for 3" and below. For stormwater piping, contact Matt Sebastian at 410-263-7949.
- A24. Show sizes and types of material for sanitary sewer piping and water lines.
- A25. Provide and show all sewer lateral and cleanouts. Cleanouts located in traffic areas shall have traffic bearing covers. Provide clean-out at property line.
- A26. Verify "sewer capacity" to serve the proposed building. Any sewer upgrading that may be required offsite shall be the responsibility of the owner, NOT CITY. Coordinate with Sam Brice, 410-263-7949.
- A27. Verify "water capacity" and pressure to serve the proposed building. Any water line upgrading that may be required offsite shall be the responsibility of the owner, NOT CITY. Booster pumps are NOT recommended. If for some reason they need to be installed, then the pumps are the responsibility of others, NOT CITY, for all repair, maintenance and replacement. Coordinate with Sam Brice, 410-263-7949.

To: Jacquelyn M. Rouse  
Re: Hayes Property  
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- A28. If there any existing wells or septic systems on site, they must be abandoned per Anne Arundel County Health Department standards.
- A29. Clarify any existing utility easements and rights of ways.
- A30. No building construction may encroach upon any utility or landscape easements, any City, State and County Rights-of-Way, or the property of others.
- A31. Clarify any requirements for new above or below ground fuel tanks and removal of existing tanks with Steve Andrews, 410-263-7970. Provide certification from any Maryland Geo-Technical Engineer that on-site tests were made, and that there is no evidence of any existing fuel tank leakage or any underground/above ground soil contamination. Also, verify "fill" conditions or abandoned dumps. Complete and return site characterization checklist.
- A32. Provide handicap ramps at all roadway intersections at sidewalks and at all handicap parking spaces. Building shall be required to meet American's Disability Act (ADA) requirements for public and private use.
- A33. Assure that all curbs, gutters, roadway and sidewalk details meet City standards. Coordinate with Engineering & Construction, 410-263-7949.
- A34. All roadway and driveway entrances into project site and all curbs and gutters shall meet City standards. Show detail between new paving and existing paving. Coordinate with Rodger McAlister, 410-263-7949.
- A35. All sidewalks within entire project site and along all the roadways shall be responsibility of owners, NOT CITY, for repair/replacement and maintenance costs, including snow and ice removal.
- A36. If applicable, parking spaces for disabled shall be located at building entrance. Provide signs, curb ramps, logos, etc. The side-by-side spaces shall be minimum 8' wide, plus 5' access aisle, plus 8' wide. Single spaces shall be minimum 13' wide. Provide parking spaces for disabled at any elevator (if applicable).
- A37. Provide and show development roadway lights with engineered photometric analysis. Lights shall be black fiberglass 14' tall. Post top shall be of colonial or traditionaire style with 150 watt sodium vapor. Coordinate with DPW Engineering at 410-263-7949.
- A38. Coordinate any street signs, stop signs, etc. with Roger McAlister at Engineering & Construction, 410-263-7949. If required, they are to be furnished and installed by owner and meet City standards.

To: Jacquelyn M. Rouse  
Re: Hayes Property  
Page: 5

- A39. Stormwater Management comments by Matt Sebastian, 410-263-7949 to follow as drawings develop. Coordinate any requirements for a stormwater management maintenance agreement. Do not discharge stormwater onto abutting neighbor's properties. If there are any wet stormwater management ponds proposed for this site, they must be enclosed by a minimum 4' reinforced high fence with a locking gate. The pond and any stormwater management related appurtenances above and below ground, fencing and gate, shall be owned and maintained (including grass cutting) by the owners, NOT CITY. If there will be any wet stormwater management ponds or sediment traps during construction (even on a temporary basis), they shall be enclosed by a minimum 4' high fence (reinforced) similar to a snow fence or chain link. Provide signage to read: DANGER KEEP OUT on fence.
- A40. Do not discharge the rain leaders onto entrance sidewalks used by the public or at entrance doors. If applicable, discharge under the walks to face of curb. Show on drawings.
- A41. Each building shall have an address number that is visible from the fronting street. Lettering (numbers) shall not be less than 6 inches tall for commercial structures. All numbers shall be installed PRIOR TO FINAL BUILDING INSPECTION. Comply with Code Section 17.12.055. Street names and house numbers shall be coordinated with Shawn Wampler, 410-263-7945.
- A42. All tree conservation issues must be coordinated with Jan van Zutphen at 410-263-7946 and comply with State Forest Conservation Act. In addition, comply with any wildlife preservation requirements.
- A43. All trees, landscaping and green areas for the entire site, including any planting along all the roadways, sidewalks or landscape buffers shall be the responsibility of the owners, NOT CITY. There shall be no landscaping at any intersection that impacts vehicle sight visibility.
- A44. Critical areas review will be necessary within the 1000 foot Critical Area Boundary. Confirm on site plan and with Cynthia Gudenius of Planning and Zoning at 410-263-7961.
- A45. Any open space, critical area buffers, landscape buffers, conservation easements, access easements, stormwater management devices above and below ground, etc., shall be clearly delineated on the record plat and site plans indicating actual ownership, Maintenance responsibilities, level of any encroachment such as fences, sheds, etc. All ownership and maintenance shall be responsibility of others, NOT CITY.
- A46. Any fencing proposed shall be shown. This requires a separate permit and abutting owners sign-off if over 4' high. Barbed wire or similar materials are prohibited.
- A47. Comments to follow (if any) from Utilities Mike Bunker and PWS Bob Couchenour, 410-263-7967 and/or Fire Department.

To: Jacquelyn M. Rouse  
Re: Hayes Property  
Page: 6

**B. Building and Construction Comments. There are no construction drawings submitted. The following are general comments. Specific comments will follow after review by the Plans Reviewer, Barbara Norman.**

- B1. All construction must meet the International Building Code 2009 Edition, Green Building Standards Annapolis City Code 17.14, International Mechanical Code 2009 Edition, National Electrical Code 2008 Edition (NFPA 70), National Standard Plumbing Code Illustrated 2009 Edition, and International Fuel Gas Code 2009 Edition.
- B2. Provide grab bars at all water closets, tubs and showers and shall comply with ADA regulations for accessibility.
- B3. Provide gong alarms, flashing signals, etc., to comply with ADA laws, including the sight and hearing impaired.
- B4. Provide hardwired interconnected smoke detectors, all levels by code.
- B5. All sidewalks, handrails, base paving and roadway lights shall be installed prior to occupancy.
- B6. All toilet rooms, dryers and fuel fired appliances shall be exhausted to outside, NOT ATTIC.
- B7. If required, sprinklers will be at all levels and spaces, including appropriate water meter and back-flow preventer. Provide alarm gongs sounding upon water flow.
- B8. The mechanical systems shall be designed or evaluated for proper ventilated air to comply with 2009 International Mechanical Code for its intended use. All fuel fired appliance shall have combustion air and venting. Will there be any fuel fired appliances in the attic?
- B9. Sound testing will be required at the project completion for all exterior mounted generators and HVAC equipment to assure compliance with State requirements.
- B10. Provide and show minimum 15' wide easements for water, sewer mains and fire hydrants to be deeded over to the City. The stormwater management system shall be the responsibility of the owners.
- B11. Show location of installed water meters inside the sidewalks in front of building. Provide a back-flow preventer on the domestic water service at the meter yoke. Contact Mike Bunker for any questions at 410-263-7967. A backwater valve may be required. Coordinate with John Quigley at 410-263-7946. All costs associated with bringing water and sewer to the building is at the expense of the developers, not the city.

To: Jacquelyn M. Rouse  
Re: Hayes Property  
Page: 7

B12. Industrial Pretreatment may be required. Contact Jeanna Beard at 410-263-7946 for conditions and specifications.

**C. Capital Facility Charges and Water and Sewer Connection Charges. Paid prior to the issuance of permit.**

A. Capital Facility Assessment.

1. Water: \$900 x 1 units = \$900
2. Sewer: \$1,800 x 1 units = \$1,800

B. Connection Charge for building (one time charge).

1. Water: Based on 2" = \$4,100 per connection
2. Sewer: Based 6 " or less = \$2,800 per connection

A. Sewer backwater valve will be required. Please contact the Plumbing Inspector John Quigley at 410-263-7946

3. Sprinkler line = \$110 per inch. Backflow preventer will be required.

C. Annual assessment charge:

1. Water at \$50 per unit per year = \$100
2. Sewer at \$50 per unit per year = \$100

**D. Contacts:**

Acting Chief Code Official		
& Plumbing Inspector:	John Quigley	410-263-7946
Electrical Inspector:	Clint Pratt	410-263-7946
Pretreatment Inspector:	Jeanna Beard	410-263-7946
Mechanical Inspector:	Joe Krasnodemski	410-263-7946
Tanks:	Steve Andrews	410-263-7946
Stormwater Management Engineer:	Matt Sebastian	410-263-7949
Paving, curb, gutter, sidewalk, some utilities and all sidewalk and road blocking permits, Public Works Inspector:	Roger McAlister	410-263-7949
Environmental/Trees:	Jan van Zutphen	410-263-7946
Public Works Utilities:	Mike Bunker	410-263-7970
Public Works Services:	Bob Couchenour	410-263-7967
Fire Marshal's Office:	Captain Bowes	410-263-7975
Critical Areas:	Cynthia Gudenius	410-263-7946

MTB:lmf

## **Department OF Neighborhood and Environmental Programs Comments**

Project must comply with Green Building Standards, City Code 17.14; minimize cut and fill on wooded slopes; include landscape buffers between new and existing development.

The Forest Conservation Act applies to this project.

A dense vegetative buffer needs to be created between the proposed houses and the adjacent residential properties.

I would recommend not building on the slope and keep the existing vegetation.



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

[DNEP@annapolis.gov](mailto:DNEP@annapolis.gov) • 410-263-7946 • Fax 410-263-9158 • TDD use MD Relay or 711 • [www.annapolis.gov](http://www.annapolis.gov)

August 16, 2011

To: Jacquelyn M. Rouse, Planning Administrator

From: Robert W. Savidge, Environmental Compliance Inspector

Re: Hayes Property

My comments on the Hayes Property annexation request are as follows:

1. The City has a goal to achieve a 50% forest canopy cover by 2030. All efforts should be made to preserve the existing tree canopy and to expand the total canopy. There are some very large canopy trees on the eastern side of the site at the top of the steep slope that should be preserved. One solution is to leave the trees, clear out the trash and invasive species, and make the area into a community park or open space area.
2. The coastal plain outfall (regenerative stormwater system) is a great addition; however, its impact should be kept out of the wetlands. In addition, explore ways of using a larger infiltration wetland at the top of the coastal plain outfall so that you can reduce the size and impact of the step pools on the steep slope.
3. Consider setting aside some of the existing land for use by the community. Some ideas might include general open space, a community center, a community garden/agriculture plot utilizing existing agricultural land (this could be leased out to residents or neighbors), a community park, a pool, or some other type of community asset.
4. It is recommended that you seek feedback from the surrounding community to determine what type of development they would prefer to take place on this piece of property.
5. Due to the large trees on the eastern side of the site, and to avoid the significant grading that would be required to install a retaining wall in the rear of these homes, I recommend removing homes C38 through C47 to allow space for a community park/open space. This would also serve to reduce the amount of stormwater runoff leaving the site. See environmental policy 2.1 in the Comprehensive Plan.
6. It is recommended that development be concentrated on the open fields rather than the forested areas.
7. It is recommended that the community be held responsible for managing invasive species that may take root at the forest edge along side the coastal plain outfall.
8. It is recommended that an invasive species management plan be submitted and implemented on the remaining surrounding forests (100' of the forested buffer) before the project is completed, per environmental policy 2.4 in the Comprehensive Plan.
9. A portion of the open space on the property should be turned over to the Annapolis Conservancy Board in the form of conservation easements, to be managed by the home owners association. All easements should be contiguous with existing forest stands and not fragmented.
10. Consider using permeable pavers or "grass pave" for any driveways and visitor/overflow parking spaces.



**ANNAPOLIS FIRE DEPARTMENT**  
**Fire Marshal's Office**

*1790 FOREST DRIVE  
ANNAPOLIS, MARYLAND 21401*



410-263-7975

FAX: 410-268-1846

October 11, 2011

To: Jacquelyn Rouse

From: B/C John Menassa

Subj: Hayes Annexation Project

The proposed buildings at the Hayes annexation project include single family homes in a town home configuration. These residential structures are required to have a fire sprinkler system installed during construction by city code section 17.12.010.

The adequate facilities section of the city code, 22.12.030 gives an exemption to proposed projects that include a sprinkler system.

The Hayes annexation project is deemed to have adequate facilities.

# POLICE DEPARTMENT



199 TAYLOR AVENUE  
ANNAPOLIS, MARYLAND 21401

To: Jacquelyn Rouse  
Planning Administrator

From: Michael M. Pristoop  
Chief of Police

Date: August 9, 2011

Subject: Annexation into the City of Annapolis 7.66 acres known as the Hayes Property

Adequate Public Facilities Review

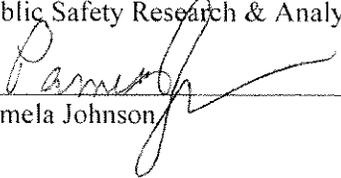
With respect to the above captioned matter, staff reviewed the proposal and made the following observations: There are no additional comments of conditions we would impose from a law enforcement perspective, with respect to this request under the APFO.

Staff reviewed the population in the immediate area and citywide to determine if our current staffing was adequate to provide police protection to this project. Based on our ratio of officers to the population we fall within acceptable range for staffing.

We are satisfied that response times to calls for service will fall into the acceptable range. There would be no significant increase in the population in and around the area, any increase would be transient, which should not adversely impact response times. The proposal is not anticipated to impact traffic congestion in the public streets.

Based on the above criteria, it was determined that staffing is adequate, police response times would reasonably fall into the norm for response times.

Public Safety Research & Analysis:

  
Pamela Johnson

Approved by:

  
Michael M. Pristoop  
Chief of Police



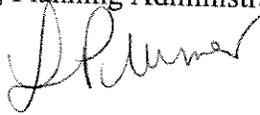
annapolis

recreation & parks

Healthy Living Starts Here.

LeeAnn Plumer, CPRP  
Recreation and Parks Director

410-263-7958 Phone  
410-626-9731 Fax

TO: Jacquelyn Rouse, Planning Administrator  
FROM: LeeAnn Plumer   
DATE: August 15, 2011  
RE: Annexation / APF Review for Hayes Property

The Department of Recreation and Parks has no comments pertaining to the annexation request of the Hayes Property.

With respect to the proposed development of this parcel, the multi-family units would require adequate public recreational facilities and open space for the 47 units. In accordance with Chapter 22, Section 06.020 of the Adequate Public Facilities ordinance pertaining to recreation and open space, the development would require a minimum of 23,700 sq feet of dedicated recreation or open space. No dedicated recreation amenities or open space is currently shown on the proposed drawings dated June 9, 2011. In lieu of this land requirement, a fee may be assessed in the amount of \$11,750 to support these additional multi-family units.

When more detailed site plans are submitted for further review, the Department of Recreation Parks would be interested in a second analysis to determine if these requirements have been met.



ANNE  
ARUNDEL  
COUNTY

M A R Y L A N D  
County Executive John R. Leopold

2664 RIVA ROAD, P.O. BOX 6675  
ANNAPOLIS, MARYLAND 21401  
OFFICE OF PLANNING AND ZONING

September 19, 2011

Ms. Jacquelyn Rouse  
Planning Administrator  
City of Annapolis  
Department of Planning and Zoning  
145 Gorman Street, 3<sup>rd</sup> Floor  
Annapolis, MD 21401

RE: Dee Property Annexation

Dear Ms. Rouse:

Thank you for the opportunity to comment on the annexation request made to the City of Annapolis by the owners of the Hayes Property, located near Neal Street and Dorsey Drive.

While the City of Annapolis' 2009 Comprehensive Plan designates this property as part of the City's Municipal Growth Boundary, Anne Arundel County is opposed to this annexation. In these economic times, all governmental jurisdictions are striving to maintain its revenue sources. This annexation jeopardizes that by removing nearly eight acres from the Anne Arundel tax base. For this reason, we are opposed to this annexation request.

Please feel free to contact me if you would like to discuss this further.

Sincerely,

A handwritten signature in cursive script that reads "Larry R. Tom".

Larry R. Tom  
Planning and Zoning Officer



M A R Y L A N D

County Executive John R. Leopold

Department of Health  
J. Howard Beard Health Services Building  
3 Harry S. Truman Parkway  
Annapolis, MD 21401  
Phone 410-222-7193 Fax 410-222-7479  
Maryland Relay (TTY users): 1-800-735-2258  
www.aahealth.org

**Douglas L. Hart**  
Acting Health Officer

## MEMORANDUM

TO: Jacquelyn M. Rouse, Planning Administrator  
City of Annapolis Department of Planning and Zoning

THRU: Kerry Topovski, Director *KT.*  
Bureau of Environmental Health

FROM: Douglas L. Hart, Acting Health Officer *DH*  
Anne Arundel County Department of Health

DATE: August 18, 2011

RE: Hayes Property, Annexation to City of Annapolis

This office has reviewed the annexation request for the referenced property. The subject property will be served by public water and public sewer. The Department of Health has no objection to the annexation request to the City of Annapolis. If you have questions, please contact Bill Deck Sanitary Engineering Program Manager at 410-222-7359.



Maryland Department of Planning

Martin O'Malley  
Governor  
Anthony G. Brown  
Lt. Governor

Richard Eberhart Hall  
Secretary  
Matthew J. Power  
Deputy Secretary

September 6, 2011

Jacquelyn M. Rouse, Planner  
Annapolis Dept of Planning and Zoning  
145 Gorman Street  
Annapolis, MD 21401

Subject: Hayes Annexation

Dear Ms. Rouse: *Jacquelyn*

Thank you for providing the Maryland Department of Planning with information pertaining to the Hayes annexation. We reviewed this information from a state perspective and offer the following comments for your consideration.

Land annexed into the City does not automatically become a PFA, however the Finance and Procurement Article §5-7B-02 offers the opportunity for annexed land to become a Priority Funding Area. We recommend that the City look at this annexation and all future annexations in the context of the Finance and Procurement Article §5-7B-02 to determine eligibility for State funding of growth related projects.

As you are aware, Article 23A specifies that the new zoning for the annexed land cannot be substantially different from the land use recommended for the property in the County Comprehensive Plan, without the express consent of the County Commissioners. Therefore, we recommend that the City coordinate with the County Commissioners to determine if a waiver will be necessary.

Enclosed you will find important information concerning post annexation notification and participation in the census bureau's Boundary and Annexation Survey. Annapolis should follow the appropriate procedures so that the annexed property is legally established as part of the City.

In you have any questions or if we can be of further assistance, please contact me at (410) 767-4553, or our regional planner, Michael Paone, at (410) 767-4554.

Sincerely,

Peter Conrad  
Director, Local Government Assistance

Enclosure  
cc: Michael Paone, MDP



*City of Annapolis*  
**DEPARTMENT OF PLANNING AND ZONING**

145 Gorman Street, 3<sup>rd</sup> Floor, Annapolis, Maryland 21401

Chartered 1708 Annapolis 410-263-7961 • FAX 410-263-1129 • MD Relay (711)

JON ARASON, AICP  
DIRECTOR

**MEMORANDUM**

**TO:** Jacquelyn Rouse, AICP, Planning Administrator

**FROM:** Virginia Burke, AICP, Chief of Comprehensive Planning  
Sally Nash, AICP, Senior Planner

**RE:** Hayes Property Annexation Request—Compliance with the Comprehensive Plan

**DATE:** August 23, 2011

---

Thank you for the opportunity to review the Hayes Property Annexation Request for compliance with the 2009 *Annapolis Comprehensive Plan*. The parcels that make up the “Hayes Property” are referred to here as “the property.”

Land Use: The property is designated “Residential” on the City’s Proposed Land Use Map and is located adjacent to the Outer West Street Opportunity Area. The purpose of the opportunity area designation is to encourage intensification of development and transformation to a more urban character in the event of redevelopment opportunities. Located adjacent to the opportunity area, the property should contribute to the successful transformation of the opportunity area as it redevelops over time. The applicant has requested R3 and R1B zoning and is proposing a multi-family residential project on the site. The land use proposed for the property is therefore consistent with the Comprehensive Plan.

Transportation: The development of this property should accommodate two transportation principles to the greatest extent possible. First, sidewalks should be constructed as a component of site development, acknowledging that walkways are an important part of the transportation mix. Second, the property should not be developed as an enclosed “pod”, but if possible should connect to adjacent streets, Dorsey Road in particular, to provide some measure of redundancy.

Municipal Growth: The 7.34 acre Hayes Property is located inside the 90-acre “Growth Area A.” The growth area is identified in the Comprehensive Plan as suitable for the expansion of municipal boundaries. Annexation of this property is therefore consistent with the *Annapolis Comprehensive Plan*, specifically policy 1.1 of the Municipal Growth Chapter:

*The City will plan for the annexation of the two “Growth Areas” that are specifically recommended in this Chapter, subject to appropriate annexation procedures. The two growth areas are part of Annapolis’ planned Opportunity Areas. The planned annexations promote this Plan’s development goals and contribute to rationalizing the*

*city-county boundary.*

The development proposal associated with the annexation of the property anticipates constructing 47 townhouses. The entirety of Growth Area "A" is projected to absorb up to 270 residential units and 100,000 s.f. of commercial development, well above what is projected for this property. Since the projection was completed in 2009, one other annexation was proposed within this growth area (the Dee Property), which would incorporate 36,770 s.f. of existing commercial space into the City. To date, the Dee Property annexation has not been approved.

Water Resources: The City has sufficient capacity in its water and wastewater systems to absorb the new demand for water and sewer service that this annexation will bring. The Department of Public Works review will provide the more detailed look at this topic.

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**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-3-12**

**Introduced by: Mayor Cohen**

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
3/12/12			6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	3/12/12		
Economic Matters	3/12/12		

8  
9 **A RESOLUTION** concerning

10 **First Sundays Festival 2012**

11 **FOR** the purpose of designating dates for the sale of arts-related merchandise in the Historic  
12 District at the First Sunday events and the reimbursement of full fees to the City for the  
13 cost associated with the events.

14 **WHEREAS,** the Inner West Street Business Association seeks the City's approval through  
15 the City's Special Event Application to hold an event on the first Sunday of  
16 each month from May through October, 2012, on West Street based on the  
17 following:

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19
- 20 ■ Time of arts related activities: noon to 5 p.m.
  - 21 ■ Amplified entertainment from: noon to 5 p.m. (no testing outside these hours  
22 is permitted).
  - 23 ■ Festival is open to the public free of charge.
  - 24 ■ Setup and breakdown time: 8:30 a.m. to 7:00 p.m. on the first Sunday of  
25 each month.
  - 26 ■ Location: West Street between Church Circle and Cathedral and Calvert  
27 Streets; at Whitmore Park on Calvert St.
  - 28 ■ Street closing: West Street between Church Circle and Calvert Street during  
29 First Sunday events on May 6, June 3, July 1, August 5, September 2, and  
30 October 7, 2012.
  - 31 ■ Stage for First Sundays is to be located in the Stan and Joe's Saloon  
32 parking lot at 37 West Street for entertainment that consists of music,  
33 folklore, and literary readings. An additional stage may be located in the  
34 Whitmore Park on Calvert Street with permission of Anne Arundel County.
  - 35 ■ The Inner West Street Business Association, or its designee, is required to  
36 obtain all City permits for temporary structures, electrical connections and  
37 pre/post event inspections determined necessary for the safe execution of  
38 the event when those elements are required for the execution of the day's  
39 activities.
  - Vendors will be located in consultation with the Special Events Coordinator;

1 each vendor must obtain a City vendor’s permit and must post applicable  
2 business licenses.

3  
4 **WHEREAS,** Section 7.40.090 of the City Code allows the City Council to designate certain  
5 days when peddlers, hawkers and itinerant merchants may sell in the Historic  
6 District or a nonresidential area; and

7  
8 **WHEREAS,** Section 6.04.210 of the City Code states that “whenever a person leases, uses  
9 or occupies a City facility, the person shall be charged and pay a minimum of  
10 full fees for the use of the facility.” Examples of City facilities include public  
11 spaces, grounds, parks, athletic facilities, fields, docks, piers, wet slips,  
12 moorings, developable waters, buildings, motor vehicles, equipment,  
13 structures, rooms or other parts of public buildings. Examples of City services  
14 include traffic control, crowd control, public safety support (police or fire), trash  
15 removal, sanitary services, recycling, bulk pick-up, the provision of water,  
16 sewer, electricity, communications or other utilities, transportation, and labor.  
17 Full fees “means the value of the right to lease, use or occupy the City facility  
18 as determined by the Finance Director in a fiscal impact note, plus all costs  
19 incurred by the City... including but not limited to utility costs and costs  
20 associated with municipal services (public safety, public works, custodial,  
21 renovations, repairs, maintenance, transportation and parking)...”

22  
23 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that sales of  
24 arts and crafts may be sold on West Street between Church Circle and Calvert and Cathedral  
25 Streets by those entities associated with the First Sunday events to be held May 6, June 3, July  
26 1, August 5, September 2, and October 7, 2012.

27  
28 **AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
29 **COUNCIL** that there shall be no waiver of full fees. However, notwithstanding any other  
30 provision of law, the Director of Finance shall determine the full fees incurred by the City  
31 government and the organizers of the event shall reimburse the City for full fees.

32  
33 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a  
34 representative of the City will be present to resolve matters relating to this special event and  
35 his/her cell phone number shall be posted on the City’s website during the hours the event is  
36 open to the public.

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39 **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

42  
43 **EXPLANATION**  
44 CAPITAL LETTERS indicate matter added to existing law.  
45 [brackets] indicate matter stricken from existing law.  
46 Underlining indicates amendments.

## **Staff Report**

**R-3-12**

### **First Sundays Festival 2012**

The proposed resolution would permit the Inner West St. Business Association to hold its First Sundays Festival 2012 and to sell arts and crafts in the Historic District. The festival would take place on each of the six (6) first Sundays of the month from May to October and would be held on West Street between Church Circle and Calvert and Cathedral Streets and at Whitmore Park on Calvert St.

The Inner West St. Business Association has requested City Services as follows:

1. Permit to erect a stage in the Stan and Joe's parking lot for music.
2. Vendor permit each of six (6) days.
3. Posting of no-parking signs and reimbursement of lost parking fees for each of six (6) days.

Prepared by Michelle LeFurge, Special Events Coordinator at [mmlefurge@annapolis.gov](mailto:mmlefurge@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov)

FISCAL IMPACT NOTE

**Legislation No:** R-3-12

**First Reader Date:** 3-12-12

**Note Date:** 3-14-12

**Legislation Title:** **First Sundays Festival 2012**

**Description:** For the purpose of designating dates for the sale of arts-related merchandise in the Historic District at the First Sunday events and the reimbursement of full fees to the City for the cost associated with the events.

**Analysis of Fiscal Impact:**

This legislation produces no fiscal impact.

The Inner West St. Business Association will pay all permitting fees which have been established to cover inspections and other related costs.

The loss of parking fees and posting no-parking signs is estimated at \$1,108 and will be reimbursed to the City by the event organizer.

There are no requirements for services of the Department of Public Works, and Police and EMS services will be provided within normal patrols and service. No alcohol will be served.

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**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-4-12**

**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
Finance	3/12/12		
Economic Matters	3/12/12		

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**A RESOLUTION** concerning

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**Four Rivers Garden Club Flower Mart**

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**FOR** the purpose of designating dates for the sale of floral merchandise in the Historic District at the Four Rivers Garden Club Flower Mart on April 30 and the reimbursement of full fees to the City for the cost associated with the events.

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**WHEREAS,** the Four Rivers Garden Club seeks the City's approval through the City's Special Event Application to hold an event at City Dock based on the following:

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- Time of floral related activities: 8:30 to 2:30 p.m.
- Event is open to the public free of charge.
- Setup and breakdown time: 7:30 a.m. to 3:00 p.m. on April 30.
- Location: City Dock.
- The Four Rivers Garden Club, or its designee, is required to obtain all City permits for temporary structures, electrical connections and pre/post event inspections determined necessary for the safe execution of the event when those elements are required for the execution of the day's activities.
- Vendors will be located in consultation with the Special Events Coordinator; each vendor must obtain a City vendor's permit and must post applicable business licenses.

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**WHEREAS,** Section 7.40.090 of the City Code allows the City Council to designate certain days when peddlers, hawkers and itinerant merchants may sell in the Historic District or a nonresidential area; and

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**WHEREAS,** Section 6.04.210 of the City Code states that "whenever a person leases, uses or occupies a City facility, the person shall be charged and pay a minimum of full fees for the use of the facility." Examples of City facilities include public spaces, grounds, parks, athletic facilities, fields, docks, piers, wet slips, moorings, developable waters, buildings, motor vehicles, equipment,

1 structures, rooms or other parts of public buildings. Examples of City services  
2 include traffic control, crowd control, public safety support (police or fire), trash  
3 removal, sanitary services, recycling, bulk pick-up, the provision of water,  
4 sewer, electricity, communications or other utilities, transportation, and labor.  
5 Full fees “means the value of the right to lease, use or occupy the City facility  
6 as determined by the Finance Director in a fiscal impact note, plus all costs  
7 incurred by the City... including but not limited to utility costs and costs  
8 associated with municipal services (public safety, public works, custodial,  
9 renovations, repairs, maintenance, transportation and parking)...”

10  
11 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that sales of  
12 floral merchandise may be sold on City Dock by those entities associated with the Four Rivers  
13 Garden Club Flower Mart on April 30, 2012.

14  
15 **AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
16 **COUNCIL** that there shall be no waiver of full fees. However, notwithstanding any other  
17 provision of law, the Director of Finance shall determine the full fees incurred by the City  
18 government and the organizers of the event shall reimburse the City for full fees.

19  
20 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a  
21 representative of the City will be present to resolve matters relating to this special event and  
22 his/her cell phone number shall be posted on the City’s website during the hours the event is  
23 open to the public.

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26 **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

29  
30 **EXPLANATION**

31 CAPITAL LETTERS indicate matter added to existing law.

32 [brackets] indicate matter stricken from existing law.

33 Underlining indicates amendments.

## **Staff Report**

**R-4-12**

### **Four Rivers Garden Club Flower Mart**

The proposed resolution would permit the Four Rivers Garden Club to hold its annual Flower Mart and to sell floral merchandise in the Historic District. The Flower Mart would take place on Monday, April 30, 2012 outside of the Market House on Hopkins Plaza.

The Four Rivers Garden Club has requested City Services as follows.

1. Vendor permit one day.

Prepared by Michelle LeFurge, Special Events Coordinator at [mmlefurge@annapolis.gov](mailto:mmlefurge@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov)

FISCAL IMPACT NOTE

**Legislation No:** R-4-12

**First Reader Date:** 3-12-12

**Note Date:** 3-29-12

**Legislation Title:** **Four Rivers Garden Club Flower Mart**

**Description:** For the purpose of designating dates for the sale of floral merchandise in the Historic District at the Four Rivers Garden Club Flower Mart event on April 30 and the reimbursement of full fees to the City for the cost associated with the event.

**Analysis of Fiscal Impact:**

This legislation produces minimal fiscal impact.

The Four Rivers Garden Club, a 503(c) organization, is exempt per the City Code from vendor permitting fees which are typically \$20 per day per vendor.

There are no requirements for Department of Public Works, Police, or EMS services and no alcohol will be served. No reserved parking spaces have been requested.

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**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-5-12**

**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
Finance	3/12/12		
Economic Matters	3/12/12		

8  
9 **A RESOLUTION** concerning

10 **Race Across America 2012**

11 **FOR** the purpose of designating dates for the sale of merchandise in the Historic District at  
12 the Race Across America event from June 21-25, 2012 and the reimbursement of full  
13 fees to the City for the cost associated with the event.

14 **WHEREAS,** the Race Across America seeks the City's approval through the City's Special  
15 Event Application to hold an event at Susan Campbell Park and City Dock  
16 based on the following:

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- 19 ■ Date of activities: June 21- June 25.
  - 20 ■ Event is open to the public free of charge.
  - 21 ■ Setup and breakdown time: 4:00 a.m. on June 21 - to 10:00 p.m. on June 25.
  - 22 ■ Location: Susan Campbell Park and City Dock.
  - 23 ■ No street closing.
  - 24 ■ Race Across America, or its designee, is required to obtain all City permits for temporary structures, electrical connections and pre/post event inspections determined necessary for the safe execution of the event when those elements are required for the execution of the day's activities.
  - 25 ■ Vendors will be located in consultation with the Special Events Coordinator; each vendor must obtain a City vendor's permit and must post applicable business licenses.
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32 **WHEREAS,** Section 7.40.090 of the City Code allows the City Council to designate certain  
33 days when peddlers, hawkers and itinerant merchants may sell in the Historic  
34 District or a nonresidential area; and

35  
36 **WHEREAS,** Section 6.04.210 of the City Code states that "whenever a person leases, uses  
37 or occupies a City facility, the person shall be charged and pay a minimum of

1 full fees for the use of the facility.” Examples of City facilities include public  
2 spaces, grounds, parks, athletic facilities, fields, docks, piers, wet slips,  
3 moorings, developable waters, buildings, motor vehicles, equipment,  
4 structures, rooms or other parts of public buildings. Examples of City services  
5 include traffic control, crowd control, public safety support (police or fire), trash  
6 removal, sanitary services, recycling, bulk pick-up, the provision of water,  
7 sewer, electricity, communications or other utilities, transportation, and labor.  
8 Full fees “means the value of the right to lease, use or occupy the City facility  
9 as determined by the Finance Director in a fiscal impact note, plus all costs  
10 incurred by the City... including but not limited to utility costs and costs  
11 associated with municipal services (public safety, public works, custodial,  
12 renovations, repairs, maintenance, transportation and parking)...”  
13

14 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that  
15 merchandise may be sold at Susan Campbell Park and City Dock in connection with the Race  
16 Across America event from June 21-25, 2012.  
17

18 **AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
19 **COUNCIL** that there shall be no waiver of full fees. However, notwithstanding any other  
20 provision of law, the Director of Finance shall determine the full fees incurred by the City  
21 government and the organizers of the event shall reimburse the City for full fees.  
22

23 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a  
24 representative of the City will be present to resolve matters relating to this special event and  
25 his/her cell phone number shall be posted on the City’s website during the hours the event is  
26 open to the public.  
27

28 **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

32  
33 **EXPLANATION**

34 CAPITAL LETTERS indicate matter added to existing law.

35 [brackets] indicate matter stricken from existing law.

36 Underlining indicates amendments.

## **Staff Report**

**R-5-12**

### **Race Across America 2012**

The proposed resolution would permit Race Across America to hold its annual cross-country race finish at Susan Campbell Park and to sell race merchandise in the Historic District. The first race participants are expected to cross the finish line in Annapolis on Thursday, June 21, 2012 and would continue arriving at the finish line through Monday, June 25, 2012.

The Race Across America has requested City Services as follows.

1. Temporary structures permit.
2. Vendor permit, five (5) days.
3. Reserved parking, 17 spaces.

Prepared by Michelle LeFurge, Special Events Coordinator at [mmlefurge@annapolis.gov](mailto:mmlefurge@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov)

FISCAL IMPACT NOTE

**Legislation No:** R-5-12

**First Reader Date:** 3-12-12

**Note Date:** 3-28-12

**Legislation Title:** **Race Across America 2012**

**Description:** For the purpose of designating dates for the sale of merchandise in the Historic District at the Race Across America event from June 21-25, 2012 and the reimbursement of full fees to the City for the cost associated with the event.

**Analysis of Fiscal Impact:**

This legislation will produce no fiscal impact. The event organizer will pay \$80 for a temporary structures permit and a vendor permit at \$100 for five days. These fees were established to cover inspections and other related costs.

Seventeen parking spaces will be reserved for five days. No parking signs will be posted by the City and there will be lost parking revenue. The cost of posting the signs and lost parking revenue is estimated at \$900 and will be reimbursed by Race Across America, LLC.

There are no requirements for the services of the Department of Public Works, and Police, and EMS services will be provided within normal patrols and service. No alcohol will be served.

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**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-6-12**

**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
Finance	3/12/12		
Economic Matters	3/12/12		

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**A RESOLUTION** concerning

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**TriRock Annapolis 2012**

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**FOR** the purpose of designating dates for the sale of merchandise in the Historic District at the TriRock Annapolis 2012 event and the reimbursement of full fees to the City for the cost associated with the events.

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**WHEREAS,** the TriClub of Annapolis and the Competitor Group, Inc. seeks the City's approval through the City's Special Event Application to hold an event on May 12, 2012 based on the following:

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- Time of activities: 6:00 a.m. to 1:00 p.m.
- Amplified entertainment from: 7:00 a.m. (no testing outside these hours is permitted).
- Event is open to the public free of charge.
- Setup and breakdown time: 8:00 a.m. on May 10 to 5:00 p.m. on May 12.
- Location: Susan Campbell Park and City Dock and the attached route map.
- Street closing: See attached route map.
- TriClub of Annapolis and the Competitor Group, Inc., or its designee, is required to obtain all City permits for temporary structures, electrical connections and pre/post event inspections determined necessary for the safe execution of the event when those elements are required for the execution of the day's activities.
- Vendors will be located in consultation with the Special Events Coordinator; each vendor must obtain a City vendor's permit and must post applicable business licenses.

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**WHEREAS,** Section 7.40.090 of the City Code allows the City Council to designate certain days when peddlers, hawkers and itinerant merchants may sell in the Historic District or a nonresidential area; and

1 **WHEREAS,** Section 6.04.210 of the City Code states that “whenever a person leases, uses  
2 or occupies a City facility, the person shall be charged and pay a minimum of  
3 full fees for the use of the facility.” Examples of City facilities include public  
4 spaces, grounds, parks, athletic facilities, fields, docks, piers, wet slips,  
5 moorings, developable waters, buildings, motor vehicles, equipment,  
6 structures, rooms or other parts of public buildings. Examples of City services  
7 include traffic control, crowd control, public safety support (police or fire), trash  
8 removal, sanitary services, recycling, bulk pick-up, the provision of water,  
9 sewer, electricity, communications or other utilities, transportation, and labor.  
10 Full fees “means the value of the right to lease, use or occupy the City facility  
11 as determined by the Finance Director in a fiscal impact note, plus all costs  
12 incurred by the City... including but not limited to utility costs and costs  
13 associated with municipal services (public safety, public works, custodial,  
14 renovations, repairs, maintenance, transportation and parking)...”  
15

16 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that sales of  
17 merchandise may be sold in connection with the TriRock Annapolis 2012 at Susan Campbell  
18 Park and City Dock on May 12, 2012.  
19

20 **AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
21 **COUNCIL** that there shall be no waiver of full fees. However, notwithstanding any other  
22 provision of law, the Director of Finance shall determine the full fees incurred by the City  
23 government and the organizers of the event shall reimburse the City for full fees.  
24

25 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a  
26 representative of the City will be present to resolve matters relating to this special event and  
27 his/her cell phone number shall be posted on the City’s website during the hours the event is  
28 open to the public.  
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31 **ADOPTED** this \_\_\_ day of \_\_\_\_, \_\_\_\_.  
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ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

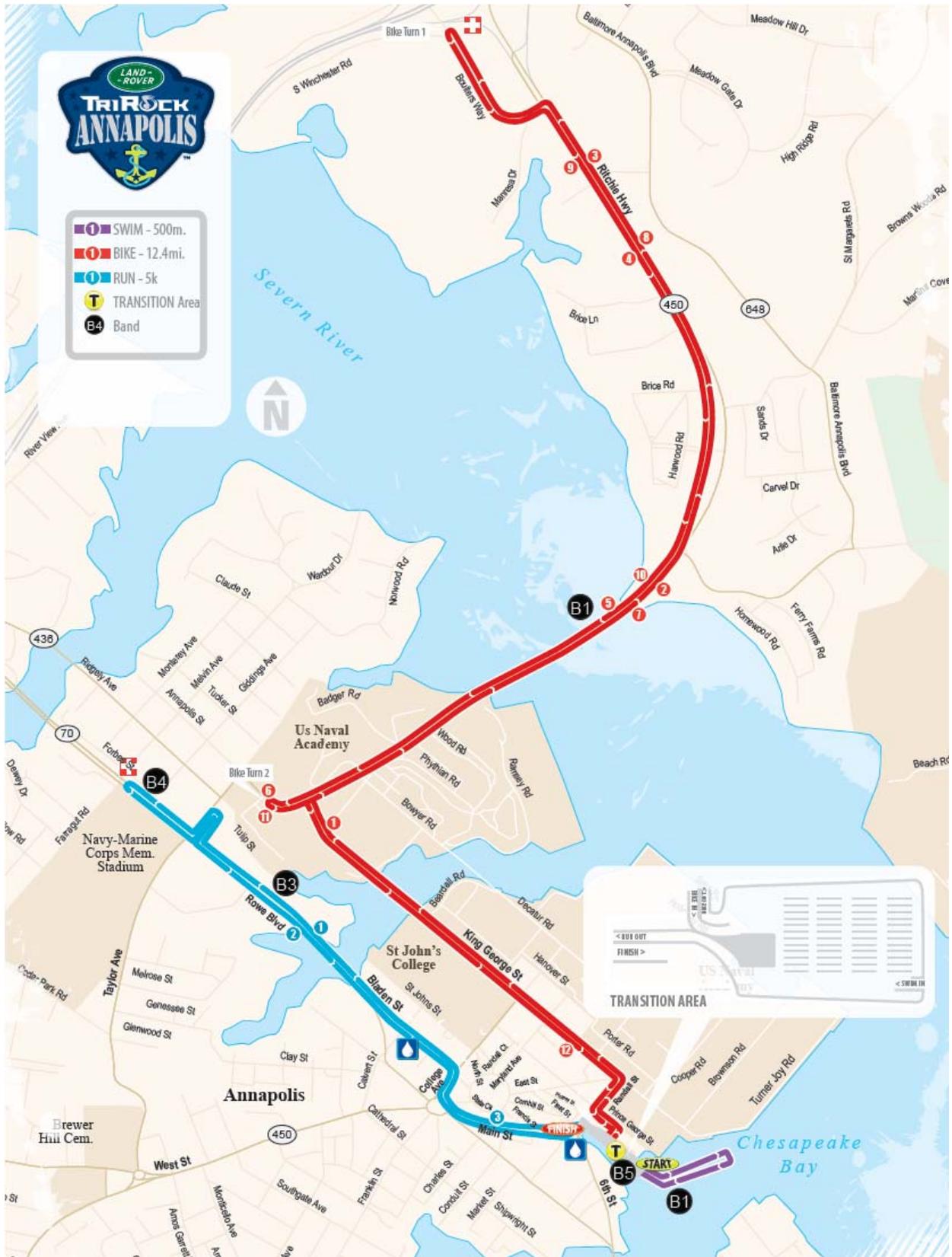
\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City Clerk

\_\_\_\_\_  
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.

# TriRock Route Map



## Staff Report

R-6-12

### TriRock Annapolis

The proposed resolution would authorize vendors in the Historic District as part of the TriRock Triathlon sponsored by the Annapolis Tri Club and Competitor Group, Inc. ("TriRock"). The triathlon would be held Saturday, May 12, 2012. City Dock/Susan Campbell Park would be the site of the triathlon start and finish and the post-event party (see the Resolution's site map with use times).

**Parking at City Dock** north of the Harbormaster building will be affected. Parking south of the Harbormaster building will remain open, except for 27 spaces along Ego Alley that will be the route of the run portion of the triathlon and will be closed from 2 a.m.-10:45 a.m. the day of the triathlon.

**Music** will be played at three event locations: from the Watermark Harbor Queen in the Harbor and while moored at Susan Campbell Park; in front of the Maryland Archives, Rowe Blvd.; in front of the insurance building, Rowe Blvd. between Melvin and Taylor Ave. with hours from 7:00 a.m.-1:00 p.m.

**Parking** for volunteers will be at the Fawcett lot. Parking for triathlon participants will be in Gotts, Knighton and Park Place City garages; no event parking will be allowed in Hillman Garage.

Post-race bike storage will be provided by the organizers at Hopkins Plaza.

Business refuse left out Saturday morning, May 12, along City Dock and Main St. will be collected by the event organizers by a private company. All trash generated by the event will be collected and disposed of by the private company the event organizers hire.

**Notification of residents and businesses** will be conducted through meetings (for residents at 7 p.m. February 22; for businesses 12:00 p.m. February 22), flyer distribution, mailings, one-on-one discussions.

TriRock has requested City Services as follows, the full cost of which will be paid by TriRock itself.

1. Permits: Vendors permit for 1 event day; organizers to sell race merchandise only; ABC license; Temporary Structures permit.
2. Parking: Posting of no-parking signs and reimbursement of lost parking fees for multiple days and sites.
3. Police: Along the route during the race.
4. Fire: EMT service and command vehicle; fire boat

Prepared by Michelle LeFurge, Special Events Coordinator at [mmlefurge@annapolis.gov](mailto:mmlefurge@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov)

FISCAL IMPACT NOTE

**Legislation No:** R-6-12

**First Reader Date:** 3-12-12

**Note Date:** 3-28-12

**Legislation Title:** **TriRock Annapolis 2012**

**Description:** For the purpose of designating dates for the sale of merchandise in the Historic District at the TriRock Annapolis 2012 event and the reimbursement of full fees to the City for the cost associated with the events.

**Analysis of Fiscal Impact:**

This legislation produces no fiscal impact.

The TriClub of Annapolis and the Competitor Group will pay all permitting fees and licensing fees which have been established to cover inspections and other related costs.

The Fire Department has estimated staffing requirements that will be \$3,715. This will be reimbursed by the event organizers.

The Police Department estimates its staffing requirements to cost \$5,200, which be reimbursed by the event organizers.

The Department of Transportation estimates \$2,004 for posting no parking signs and lost parking revenue. This will be reimbursed to the City.

The event organizers will provide for their own trash removal.

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**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-12-12**

**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
4/9/12			7/9/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	4/9/12		
Economic Matters	4/9/12		

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**A RESOLUTION** concerning

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**Maryland Avenue Festivals 2012**

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**FOR** the purpose of designating dates for the sale of merchandise in the Historic District at the Maryland Avenue Festivals and the reimbursement of full fees to the City for the cost associated with the events on April 22, 2012; June 17, 2012; and September 23, 2012.

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**WHEREAS,** the Maryland Avenue/State Circle Association seeks the City's approval through the City's Special Event Application to hold a festival on the April 22, 2012; June 17, 2012 and September 23, 2012, on Maryland Avenue based on the following:

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- Time of activities: 10:00 a.m. to 6:00 p.m.
- Amplified entertainment from: 10:00 a.m. to 6:00 p.m. (no testing outside these hours is permitted).
- Festival is open to the public free of charge.
- Setup and breakdown time: 7:00 a.m. to 7:00 p.m.
- Location: Maryland Avenue.
- Street closing: Maryland Avenue.
- The Maryland Avenue/State Circle Association, or its designee, is required to obtain all City permits for temporary structures, electrical connections and pre/post event inspections determined by the City to be necessary for the safe execution of the event.
- Vendors will be located in consultation with the Special Events Coordinator; each vendor must obtain a City vendor's permit and must post applicable business licenses.

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**WHEREAS,** Section 7.40.090 of the City Code allows the City Council to designate certain days when peddlers, hawkers and itinerant merchants may sell in the Historic District or a nonresidential area; and

1 **WHEREAS,** Section 6.04.210 of the City Code states that “whenever a person leases, uses  
2 or occupies a City facility, the person shall be charged and pay a minimum of  
3 full fees for the use of the facility.” Examples of City facilities include public  
4 spaces, grounds, parks, athletic facilities, fields, docks, piers, wet slips,  
5 moorings, developable waters, buildings, motor vehicles, equipment,  
6 structures, rooms or other parts of public buildings. Examples of City services  
7 include traffic control, crowd control, public safety support (police or fire), trash  
8 removal, sanitary services, recycling, bulk pick-up, the provision of water,  
9 sewer, electricity, communications or other utilities, transportation, and labor.  
10 Full fees “means the value of the right to lease, use or occupy the City facility  
11 as determined by the Finance Director in a fiscal impact note, plus all costs  
12 incurred by the City... including but not limited to utility costs and costs  
13 associated with municipal services (public safety, public works, custodial,  
14 renovations, repairs, maintenance, transportation and parking)...”  
15

16 **NOW THEREFORE, BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that  
17 merchandise may be sold on Maryland Avenue by those entities associated with the Maryland  
18 Avenue festivals to be held April 22, June 17 and September 23, 2012.  
19

20 **AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
21 **COUNCIL** that there shall be no waiver of full fees. However, notwithstanding any other  
22 provision of law, the Director of Finance shall determine the full fees incurred by the City  
23 government and the organizers of the event shall reimburse the City for full fees.  
24

25 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a  
26 representative of the City will be present to resolve matters relating to this special event and  
27 his/her cell phone number shall be posted on the City’s website during the hours the event is  
28 open to the public.  
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31 **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.

## **Staff Report**

**R-12-12**

### **Maryland Avenue Festivals 2012**

The proposed resolution would authorize vendors on Maryland Avenue in connection with Maryland Avenue/State Circle Association Maryland Avenue festivals. The festivals will take place on three different dates: Spring Festival, April 22, 2012; Irish Festival, June 17, 2012; and Fall Festival September 23, 2012.

All three festivals will be held in the same location: on Maryland Avenue between State Circle and Prince George Street and on Maryland Avenue between Prince George Street and Cumberland Court. Street closures are limited to the two segments of Maryland Avenue identified above. State Circle, Prince George Street, and Cumberland Court will remain open to traffic.

The Maryland Avenue/State Circle Association has requested City Services as follows, for which full cost will be paid by the organizer.

1. Vendors permit for three (3) event days.
2. Posting of no-parking signs and reimbursement of lost parking fees for each of three (3) days.

Prepared by Michelle LeFurge, Special Events Coordinator at [mmlefurge@annapolis.gov](mailto:mmlefurge@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov)

## FISCAL IMPACT NOTE

**Legislation No:** R-12-12

**First Reader Date:** 4-9-12

**Note Date:** 4-2-12

**Legislation Title:** **Maryland Avenue Festivals 2012**

**Description:** For the purpose of designating dates for the sale of merchandise in the Historic District at the Maryland Avenue Festivals and the reimbursement of full fees to the City for the cost associated with the events on April 22, 2012; June 17, 2012; and September 23, 2012.

### **Analysis of Fiscal Impact:**

This legislation produces no significant fiscal impact.

The Maryland Avenue/State Circle Association will pay all permitting fees including those for temporary structures and electrical connections, which fees have been established to cover inspections and other related costs. Each vendor will obtain a City Vendor's permit and will post an applicable business license.

The loss of parking fees and posting no-parking signs for each of the three days will be reimbursed to the City by the event organizer.

1 **CITY COUNCIL OF THE CITY OF ANNAPOLIS**

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3 **CHARTER AMENDMENT NO. CA-01-10**

4  
5 **Introduced by Alderman Israel**

LEGISLATIVE HISTORY			
First Reading:	Public Hearing:	Fiscal Impact Note:	120 Day Rule:
01/11/10	02/08/10	02/03/10	05/11/10
Referred to:	Meeting Date:	Action Taken:	
Civil Service Board	6/21/10	Favorable w/ comments	
Rules and City Gov't	5/18/10	Favorable w/ Amd	
			<b>Postponed 4/11/11</b>

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9 **A RESOLUTION concerning**

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11 **Deputy Department Directors**

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13 **FOR** the purpose of requiring department directors, subject to mayoral approval, to  
14 designate a full-time employee as deputy director.

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16 \* \* \* \* \*

17 **BY** repealing and re-enacting with amendments the following portion of the City  
18 Charter:  
19 Article VI, Section 2

20  
21 \* \* \* \* \*

22  
23 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
24 **COUNCIL** that the Charter of the City of Annapolis shall be amended as follows:

25  
26 **Article VI OPERATIONS**

27  
28 **Sec. 2. - Department directors—Duties generally, appointment; removal;**  
29 **compensation.**

30  
31 A. Each department shall be administered by a director who shall be the appointing  
32 authority for that department, shall be responsible for the execution of the duties and  
33 responsibilities of the department and shall perform such other functions as are  
34 delegated from time to time by this Charter, by ordinance, or by the mayor. Each  
35 director shall be confirmed by the city council. In referring a nominee for confirmation,  
36 the mayor shall describe the manner in which the nominee fulfills the qualification for the

1 position as enumerated in this article and as may be established by ordinance not  
2 inconsistent therewith. A director may be removed from office by the mayor. The  
3 compensation of each director shall be fixed by the mayor according to the provisions of  
4 an executive pay plan adopted by ordinance.

5  
6 B. Each department director shall, with the approval of the mayor, designate a full-time  
7 employee as deputy director. In the event of a temporary absence or disability of the  
8 director, the deputy director shall serve as acting director. During time of service as  
9 acting director, the deputy director shall receive the same compensation paid to the  
10 director.

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12 ~~B.~~ C. Upon the occurrence of a vacancy in the directorship of a department, the Mayor  
13 shall promptly designate a qualified person to serve as acting director. An acting  
14 director may exercise all the powers of the director and enjoy the immunity accorded to  
15 the director. An acting director shall receive such compensation as determined by the  
16 Mayor. However, if a directorship remains vacant for six months, no compensation may  
17 be paid to an acting director without the express consent of the Council. If a directorship  
18 remains vacant for an additional period of six months or more, further compensation for  
19 an acting director must be approved by the Council at every six month interval.

20  
21 **SECTION II: AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY**  
22 **COUNCIL** that the date of adoption of this Resolution is \_\_\_\_\_, and the  
23 amendments of the Charter of the City of Annapolis, hereby enacted shall become  
24 effective on \_\_\_\_\_, unless a proper petition for referendum hereon shall  
25 be filed as permitted by law within 40 days of adoption, provided a complete and exact  
26 copy of this Resolution shall be continuously posted on the bulletin board in the City Hall  
27 until \_\_\_\_\_, and provided further that a copy of the title of this Resolution  
28 shall be published in "The Capital", a newspaper of general circulation in the City of  
29 Annapolis, or in any other newspaper of such general circulation, once in each of the  
30 weeks on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and  
31 \_\_\_\_\_.

32  
33 **SECTION III: AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY**  
34 **COUNCIL** that the Mayor is hereby specifically commanded to carry out the provisions  
35 of Section II hereof, and, as evidence of such compliance, the Mayor shall cause to be  
36 maintained appropriate certificates of publication of the newspaper or newspapers in  
37 which the title of the Resolution shall have been published and if a favorable  
38 referendum is held on the Charter change, shall declare the Charter change hereby  
39 enacted to be effective on \_\_\_\_\_, by affixing his signature hereto in the  
40 space provided on the effective date of change.

41  
42 **SECTION IV: AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY**  
43 **COUNCIL** that as soon as the Charter Amendment hereby enacted shall become

1 effective, either as provided herein or following a referendum, the Mayor shall send to  
2 the Maryland Department of Legislative Services a copy of this Resolution showing the  
3 number of Aldermen voting for and against it and a report on the votes cast for or  
4 against the amendment hereby enacted at any referendum thereon and the date of  
5 such referendum.  
6

7 The above Charter Amendment was enacted by the foregoing Resolution which  
8 was passed at a \_\_\_\_\_ meeting of the Annapolis City Council on \_\_\_\_\_, 2010;  
9 \_\_\_\_\_ voting in the affirmative, \_\_\_\_\_ voting in the negative, \_\_\_\_\_ abstaining and \_\_\_\_\_  
10 absent and the said Resolution becomes effective in accordance with law on the  
11 \_\_\_\_\_ day of \_\_\_\_\_.  
12

13  
14 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2010.  
15

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17 **ATTEST:**

**THE ANNAPOLIS CITY COUNCIL**

18  
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21 \_\_\_\_\_  
22 **Regina C. Watkins-Eldridge, MMC**  
23 **City Clerk**

**BY:** \_\_\_\_\_  
**JOSHUA J. COHEN, MAYOR**

**EXPLANATION:**

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

## **Policy Report**

### **CA-01-10, Deputy Department Directors**

As provided by Art. VI, § 2B of the Annapolis Charter, the Mayor appoints acting department directors in the event of a vacancy. This individual enjoys all the powers and immunities of a director, and his or her compensation is determined by the Mayor. See ANNAPOLIS, MD., CHARTER Art. VI, § 2 (2010). Short-term absences and disabilities, however, are not provided for, and are currently addressed on an ad hoc basis by each department.

The proposed charter amendment would require each department director, subject to mayoral approval, to designate a full-time employee as deputy director. This designee would serve as director during short-term absences and disabilities and, during service, would receive the same compensation paid to the director.

Prepared by Seth B. Zirkle, City of Annapolis Office of Law, (410) 263-1184

FISCAL IMPACT NOTE

**Legislation No:** CA-01-10                      **First Reader Date:** 01-11-10  
**Note Date:** 02-03-10

**Legislation Title:**    **Deputy Department Directors**

**Description:** For the purpose requiring department directors, subject to mayoral approval, to designate a full-time employee as deputy director.

**Analysis of Fiscal Impact:**

The fiscal impact of this legislation would depend on the length of time a deputy director would be in service as director. Currently in most departments the most senior employee present is put in charge of the office in the director's absence at no further cost to the City. Under this legislation, the appointed deputy director would earn the same pay as the director. Most directors currently earn approximately \$75 per hour and the next most senior employee approximately \$60 to \$65 per hour. Therefore each hour of service as deputy director would cost the City an extra \$10 to \$15 per hour. The 11 directors currently receive 245 hours of vacation leave per year, which alone would equate to \$25,000 to \$40,000 per year fiscal impact. When you add meetings out of the office, sick days, etc., the total fiscal impact could be estimated at \$75,000 to \$100,000 on an annual basis.

**Mayor Cohen's  
Amendment to CA-01-10**

**On page 2, in line 5, strike the word "Mayor" and insert "City Manager"**



City of Annapolis City Council  
Standing Committee Referral Action Report

Date: 5/18/2010

To: Seth B. Zirkle,  
City of Annapolis Office of Law,  
Legislative and Policy Analyst

The Rules and City Government Committee has reviewed CA-01-10 and has taken the following action:

Favorable

Favorable with amendments

Unfavorable

No Action

Other

Comments:

*amend to remove the last line  
Page 2 Line 7-9*

Roll Call Vote:

Ald. Arnett, Chair YES

Ald. Hoyle \_\_\_\_\_

Ald. Israel YES

Meeting Date 18 May 10

Signature of Chair Cass H. Arnett, III



City of Annapolis  
Charter Revision Commission  
Referral Action Report

---

Date: 10/6/11

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

The Charter Revision Commission has reviewed **CA-01-11** and has taken the following action:

Favorable

Favorable with amendments *on page 2, line 7 between "service" and "as acting" add ", after two consecutive weeks"*

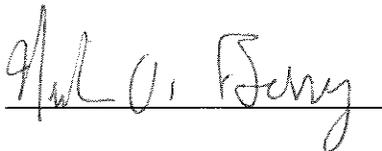
Unfavorable

No Action

Other

Comments:

Meeting Date 10/20/11

Signature of Chair 

**THE CITY OF ANNAPOLIS, MARYLAND  
CIVIL SERVICE BOARD MINUTES**

**June 28, 2010**

**MEMBERS PRESENT:**

Anthony F. **CHRISTHILF**, Acting Chair  
Clifton A. **JOHNSON**  
Roberto L. **VELOSO**

**EXCUSED:**

Robert R. **PENALOZA**

**STAFF PRESENT:**

Kimla T. **MILBURN**, Director of Human Resources  
Rose Mary **BLOUIN**, Human Resources

A quorum being present, the Acting Chairperson, Mr. Christhilf, called the meeting to order at 8:05 a.m.

**ISSUE BEFORE THE BOARD:** Appeal Hearing – Shelly L. Parker

The Board submitted its Decision on the Appeal Hearing of Shelly L. Parker. A copy of the decision is attached. Ms. Milburn will contact Ms. Parker regarding the decision.

**ISSUE BEFORE THE BOARD:** Charter Amendment No. CA-01-10 – Deputy

Department Directors

This amendment would require the designation of a deputy director in each department during the absence of a director.

After discussion, the Board had the following comments/recommendations:

Overall, the Board believes that it is a good idea to have a Deputy Director in each department. When the Deputy Director serves in the temporary absence of a Department Director, the Board believes this should occur for a short period of time. This situation is different than having an Acting Director appointed pursuant to provisions in the City Code. The current language is confusing on this issue. A distinction should be made between Acting Director that serves until the Mayor appoints a Director, and a Deputy Director filling in for a Director during a short absence, with the Director returning at a defined point in the future.

Also, the Board feels that a Deputy Director should not receive additional pay when serving as a temporary Director in the short absence of a Director. The Board questions why the Deputy designee must be approved by the Mayor if the Deputy is filling in for the Director for a short period of time. The Board believes that the Director should designate the Deputy Director that will serve as the Director during his/her short absence.

To clarify the Boards concerns, the following language changes are offered as a

suggestion.

“B. Each department director shall designate a full-time employee as deputy director to serve in the temporary absence or disability of the director.”

The Board has determined that this is the only language necessary to accomplish what it believes are the concerns which give rise to the creation of CA-01-10. If this is not the case, the Board request clarification from the City Council on their specific reason for the creation of this legislation.

**ISSUE BEFORE THE BOARD:** Closed Sessions

Discussion by the Board regarding meeting in closed session to reach a decision.

The Board will await a written decision from the Office of Law on its authority to meet in closed session.

The Board is also awaiting a response from the Office of Law regarding the section of the City Code that requires the City to maintain a balanced budget.

The next meeting of the Civil Service Board is scheduled for Monday, August 16, 2010 at 8:00 am in the Council Chambers.

The meeting adjourned approximately at 8:40 am.

FOR THE BOARD:

  
Anthony F. Christhill  
Acting Chairperson

cc: Board Members  
Mayor  
Aldermen



## MEMORANDUM

**DATE:** June 10, 2010  
**TO:** Civil Service Board  
**FROM :** Kimla T. Milburn, Human Resources Director   
**RE:** Charter Amendment – Deputy Department Directors

During a recent City Council Work Session, Alderman Richard Israel requested that I submit his legislation (CA-01-10) on the designation of a Deputy Department Director, to the Civil Service Board for review and comments.

It is my understanding that Ald. Israel feels it is important to ensure that a deputy director is in place during the absence of a director to maintain the continuity of department operations and to make critical, management decisions when necessary. Therefore, it is his desire to sponsor this charter amendment to require the designation of a deputy director in each department during the absence of a director.

As the City's designated oversight of civil service actions, Ald. Israel would like for the members of the Civil Service Board to review his legislation and provide comments to the City Council. Your comments and suggestions will be sent to the Rules Committee and the City Council for review.

With your consent, we can discuss this matter at 8:00 am on June 21, 2010, and begin the employee appeal hearing previously scheduled immediately thereafter.

Thank you.

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**CITY COUNCIL OF THE  
City of Annapolis**

**Ordinance No. O-2-12**

**Introduced by: Mayor Cohen, Alderman Arnett, Alderwoman Hoyle, Alderman Paone,  
Alderman Pfeiffer, and Alderman Israel**

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/23/12			4/20/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	1/23/12		
Environmental Matters	1/23/12		

9  
10 **A ORDINANCE** concerning

11 **Lease of City Dock Space to Chesapeake Marine Tours**

12 **FOR** the purpose of authorizing for fiscal year 2018 the lease of certain municipal property  
13 located at the City Dock to Chesapeake Marine Tours, Inc. for the docking and mooring  
14 of certain boats.

15 **WHEREAS,** the City of Annapolis and Chesapeake Marine Tours, Inc., have entered into a  
16 series of leases and amendments, the most recent being O-4-11, to lease  
17 through June 30, 2017, certain docking space at the City Dock at specified rental  
18 and under certain terms and conditions; and

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

21  
22 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
23 **COUNCIL** that the proposed Lease, a copy of which is attached hereto and made a part hereof,  
24 between the City of Annapolis and Chesapeake Marine Tours, Inc. d/b/a Watermark Cruises, is  
25 hereby approved, and the Mayor is hereby authorized to execute the Lease on behalf of the  
26 City. It is further expressly found by the City Council that the services to be provided as a result  
27 of the Lease will benefit visitors and residents of the City, will generate tax revenues and  
28 additional rental income to the City, and will better serve the public need for which the property  
29 was acquired.

30  
31 **AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
32 **COUNCIL** that this Ordinance shall take effect from the date of its passage.

33  
34 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
35  
36  
37

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.

## LEASE

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Annapolis, a municipal corporation of the State of Maryland, Lessor, and Chesapeake Marine Tours, Inc., a corporation of the State of Maryland, Lessee.

Whereas, the parties have entered into a succession of leases beginning in 1972 for purposes of permitting the Lessee to lease docking spaces at the Lessor's City Dock to dock its vessels and carry on its business of operating a cruise and water taxi service on the Chesapeake Bay and its tributaries;

Whereas, the existing Lease expires June 30, 2016;

Whereas, the parties entered into a Lease dated \_\_\_\_\_ for the same purposes to provide for an additional leasing term from July 1, 2016 to June 30, 2017;

Whereas, the parties have agreed to this Lease for the same purposes and to provide for an additional leasing term of another one year period to run from July 1, 2017 to June 30, 2018;

Whereas, the Annapolis City Council has authorized this Lease pursuant to Ordinance O-2-12.

Now, therefore, in consideration of these premises and the terms stated below, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

### 1. Identification of Leased Docking Spaces

a. The Lessor hereby rents and leases to the Lessee, and the Lessee hereby rents and leases from the Lessor, for the term stated in paragraph 2, at the rent and upon the other terms set forth in this Lease, the following docking spaces at the City Dock, constituting two hundred sixty (260) linear feet of City Dock docking space:

1. The two end boat slips nearest the channel of Spa Creek known as Slips 21 and 22, both of which are suitable for boats not exceeding sixty five (65) feet in length;
2. The end of the dock adjacent to Slip 22 between two dolphins for a distance of not more than eighty feet (80'); and
3. Sixty feet (60') along the boardwalk adjacent to the Harbormaster's office.

### 2. Term

a. The term of this Lease shall be for a period of one year beginning July 1, 2017, and ending June 30, 2018.

### 3. Rent

a. The Lessee shall pay rent to the Lessor, for the lease of two hundred sixty (260) linear feet of City Dock docking space, for the FY period July 1, 2017, through June 30, 2018, at

a rate of \$187.79 per linear foot, for a total amount of rent of \$48,825.40. This represents a 3% annual increase, using the same rate per linear foot, from the amount earned by the Lessor from the lease of one thousand, four hundred, twenty-three (1,423) linear feet of total rented dock space at the City Dock during the 2010 calendar year. Annual rent shall be invoiced on or before June 1, 2017 by the City Harbormaster, which the Lessee shall pay not later than July 1, 2017. Payment shall be made directly to the City Harbormaster. If the Lessor fails to pay rent by July 5, 2017, the Lessee shall incur a late payment of 1% of the base rent, and an additional 1% of the base rent if unpaid by the fifth day of any subsequent month.

b. As additional rent for electricity service, the Lessee may, at its option and at its expense, arrange with Baltimore Gas & Electric to have its electric service separately metered and billed directly to the Lessee, or may pay monthly, by the first day of each month to the City Harbormaster the appropriate monthly winter electric rate, as set by the City Council in the Annual Fee Resolution applicable to the term of this Lease which, as it pertains to this Lease, for a one hundred amp outlet, shall be twice the rate set in the Annual Fee Resolution for a fifty amp outlet. If the Lessee chooses to pay pursuant to the monthly winter electric rate, the City Harbormaster shall invoice the Lessee and payment shall be due on the first day of the month after invoicing. If the Lessee fails to pay by the fifth day of any month, the Lessee shall incur a late payment calculated in accordance with the Annual Fee Resolution applicable to the term of this Lease.

c. As additional rent for refuse collection, the Lessee shall pay \$250.00 per month. by the first day of each month. The City Harbormaster shall invoice the Lessee and payment shall be due on the first day of the month after invoicing. If the Lessee fails to pay by the fifth day of any month, the Lessee shall incur a late payment calculated in accordance with the Annual Fee Resolution applicable to the term of this Lease.

d. As additional rent, the Lessee shall also pay from time to time all taxes and other charges or fees required by law.

#### 4. Vessels Authorized at Docking Spaces

a. The Lessee shall have authority to dock an office barge at the leased docking spaces plus the passenger vessels Harbor Queen, No. 539448; Annapolitan II, No. 544467; Cabaret II, No. 1039051; Lady Sarah, No. 1160977; Miss Anne, No. 635636; Miss Anne II, No. 672686; Catherine Marie, No. 1082215; Raven, No. TBD, Severn Exposure, No. 1146892, and four water taxi launches.

b. The Lessee may replace any vessel referenced above, provided that all replacement vessels are of the same size, or substantially the same size, and of the use, as Coast Guard certified passenger vessels. All replacement vessels shall be subject to the Lessor's final approval, which shall not be unreasonably withheld as long as all replacement vessels meet the standards of Coast Guard certified passenger vessels.

#### 5. Use of Docking Spaces

a. The Lessee shall use the leased docking spaces solely as passenger vessels for sightseeing, boat charter and water taxi operations and for office space from which to conduct the business which this Lease authorizes at the Lessor's City Dock.

b. The Lessee shall notify the City Harbormaster whenever any of its vessels will be absent from any portion of the leased docking spaces for more than seventy-two (72) hours, during which time the Lessor may utilize any portion of the docking spaces so vacated for any lawful purpose whatsoever without any abatement of the rent due pursuant to this Lease. Whenever the Lessee vacates any portion of the leased space for more than seventy-two (72) hours, the Lessee shall give the Harbormaster twenty-four (24) hours written notice of the intended return to the docking spaces vacated.

c. The Lessee shall not discharge or board passengers at the plaza located at that portion of the City Dock closest to the Markethouse commonly known as the end of Ego Alley.

d. The Lessor shall attempt to keep the leased docking spaces free and clear of unauthorized vessels when the Lessee's vessels are away from the leased docking spaces, but shall be under no obligation or responsibility to do so, nor shall the Lessor assume or incur any liability for failing to do so, and the Lessee hereby unconditionally and completely waives and releases all complaints, claims, suits and actions of all types, both administrative and judicial, against the Lessor in connection therewith.

e. The Lessor shall have the right to remove from the leased docking spaces, without any liability whatsoever for so doing, and without prior or subsequent notice to the Lessee, any alterations made by the Lessee which are made without the express consent of the City Harbormaster. The cost of removal and/or repairs associated with the removal of any such unauthorized alterations, including any administrative costs incurred by the Lessor, shall be billed to the Lessee, and shall be due and payable by the Lessee promptly upon the Lessee's receipt of the invoice.

f. The Lessor shall have the right and privilege, with the consent of the Lessee, which consent shall not be unreasonably withheld, on not less than seven (7) days notice from the Lessor to the Lessee, to reclaim and use all or some of the leased docking spaces in order to meet prior contractual obligations relating to the annual sailboat and/or powerboat shows at or on the City Dock, and to accommodate certain special events, shows or programs conducted from time to time at or on the City Dock. In such event, the Lessee shall vacate designated leased docking spaces to which the consent applies and remove all of its vessels from the designated leased docking spaces during the period specified in the Lessor's notice.

g. If the Lessee vacates any of the leased docking spaces due to any events, shows or programs other than the annual sailboat and/or powerboat shows conducted at or on the City Dock, the Lessee shall be entitled to a pro rata abatement of the rent due pursuant to this Lease based on the ratio which the number of days of vacancy specified in the Lessor's notice to the Lessee bears to the total annual rent, and based on the docking spaces vacated.

h. The Lessee shall conduct its business in and about the City Dock in an orderly manner and shall keep its vessels neat and clean and shall maintain the area immediately adjacent to its mooring area and the leased spaces in a neat and clean manner.

## 6. Default, Breach and Termination

a. The Lessee shall be deemed to be in breach and default of this Lease if, within ten (10) days of the due date, the Lessee fails to pay the rent, the additional rent, or any other charges due under the terms of this Lease. In such event, the Lessor may declare this Lease immediately terminated and the Lessor shall be entitled to all unpaid rent, additional rent and

other charges due pursuant to this Lease, and to the immediate and exclusive use and possession of each of the leased docking spaces, without any notice or further demand for rent, additional rent and other charges due pursuant to this Lease, and without any notice to quit or vacate or other demand to recover use and possession of the leased docking spaces, or notice of intention to exercise its rights pursuant to this Lease, and the Lessee hereby expressly and unconditionally waives all such notice. In such event, the Lessee shall be responsible for all reasonable attorney fees and costs incurred by the Lessor to obtain eviction.

b. If the Lessee shall be in breach or default in the performance of any of the other terms of this Lease and fails to cure or remedy the breach or default within thirty days after the Lessor gives written notice to the Lessee of the breach or default, the Lessor may declare this Lease immediately terminated and the Lessor shall be entitled to all unpaid rent, additional rent and other charges due pursuant to this Lease, and to the immediate and exclusive use and possession of each of the leased docking spaces, without any notice or further demand for rent, additional rent and other charges due pursuant to this Lease, and without any notice to quit or vacate or other demand to recover use and possession of the leased docking spaces, or notice of intention to exercise its rights pursuant to this Lease, and the Lessee hereby expressly and unconditionally waives all such notice. In such event, the Lessee shall be responsible for all reasonable attorney fees and costs incurred by the Lessor to obtain eviction.

#### 7. Signs

a. All signs which the Lessee desires to post must be approved by the Lessor and the Historic Preservation Commission of the City of Annapolis and any other agency if required by law.

#### 8. Compliance with Law

a. The Lessee shall comply with all federal, state and municipal licensing laws and regulations to insure that the Lessee's vessels and crews are certified as appropriate and that the Lessee's operations are conducted in a safe and non-hazardous and lawful manner.

#### 9. Insurance

a. The Lessee shall for the duration of this Lease maintain and pay the premiums for a policy of insurance covering liability for personal injury and property damage arising out of its business and operations pursuant to this Lease in the amount of no less than One Million Dollars (\$1,000,000.00) per person for bodily injury and property damage and Three Million Dollars (\$3,000,000.00) for each occurrence in the aggregate. The Lessee shall specifically name City of Annapolis and its Mayor, City Council, employees, contractors and other agents as an additional insureds, and shall deliver a copy of such insurance policy and a certificate of insurance to the City Attorney at least ten days prior to the commencement of the lease term.

b. The Lessee shall have adequate workers' compensation insurance covering its employees who enter upon the access road leading to the Rental Area and the Rental Area itself and in no event shall the coverage in such policy be less than One Million Dollars (\$1,000,000.00) per person for accidental bodily injury and occupational disease. The Lessee shall specifically name City of Annapolis and its Mayor, City Council, employees, contractors and other agents as an additional insureds. The Lessee shall deliver a copy of its Worker's Compensation insurance policy and a certificate of insurance to the City Attorney at the time of

the execution of this Lease and an updated certificate of insurance on the commencement date of each renewal term.

10. Indemnification

a. The Lessee shall indemnify, defend, and hold the City of Annapolis, its Mayor, City Council, employees, contractors and other agents, harmless from all actions, causes of action, complaints, claims or demands, and all liability for injuries or damages to person or property, arising or alleged to arise as a result of any act or omission of the Lessee, its employees, contractors or other agents, whether or not the result of negligence or other fault, during the term of this Lease.

b. In the event the Lessor is required to defend any such actions, causes of action, complaints, claims or demands, the Lessor shall be entitled to participate in its defense, either in whole or in part as it so deems, and to select its own attorneys to provide a defense at the sole expense, for purposes of attorney fees and litigation costs, of the Lessee.

11. Immunities

a. The Lessor reserves and shall be entitled to enforce any and all immunities, partial or total, statutory or common law, in any proceeding that is initiated as a result of this Lease, whether initiated by the Lessor, the Lessee or any third party.

12. Assignment

a. The Lessee shall be entitled to assign its Lease obligations with the prior written consent of the Lessor, which the Lessor shall not unreasonably withhold, but any assignee, to the reasonable satisfaction of the Lessor, shall be financially able to meet the obligations of the Lease, including the payment of all rent due timely and the maintenance of the minimum insurance coverage required by this Lease, have the overall capability, expertise and resources to operate a waterfront tour and cruise business of a scale and quality comparable to that of the Lessee, or, in the alternative, to operate a maritime business that qualifies as an "amusement" under the Maryland State tax laws, and to otherwise perform the obligations of the Lease at the same level as the Lessee.

13. Absence of Agency

a. The Lessee acknowledges that it is an independent contracting party and not the agent or employee of the Lessor.

14. Notice

a. All notices pursuant to this Lease shall be by regular mail, fax or email, except notice of termination, which shall be by certified mail, return receipt requested.

b. Notice to the Lessor shall be to the City Attorney, 160 Duke of Gloucester Street, Annapolis, Maryland 21401.

c. Notice to the Lessee shall be to Debbie Gosselin at PO Box 3350, Annapolis, MD 21403.

d. The parties shall timely advise each other in writing of any change of address.

15. Venue, Waiver of Jury Trial and Governing Law

a. Venue for all judicial proceedings which result from this Lease shall be the courts of Anne Arundel County, Maryland.

b. The parties hereby expressly waive trial by jury in any such judicial proceeding.

c. The laws of the State of Maryland shall govern all matters relating to this Lease.

16. Modification or Amendment

a. This Agreement may not be modified or amended except in a writing signed by the parties and witnessed. No waiver of any provision of this Agreement shall be construed as a modification or amendment of this Agreement or valid unless in writing and signed by the parties and witnessed.

17. Integration

a. This Lease constitutes the entire agreement between the parties regarding the Lessee's lease of the Lessor's docking spaces. There are no other terms or understandings, oral or written, between the parties with respect thereto.

18. Binding Effect

a. The terms of this Lease shall be binding upon and shall be for the benefit of the parties and their successors and assigns.

Witness the signatures and seals of the parties.

Attest:

Lessor

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

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

Lessee

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Debbie Gosselin, President (Seal)

Approved for form and Legal Sufficiency:

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

Date:

**Alderman Israel's Proposed Amendments to O-2-12  
Lease of City Dock Space to Chesapeake Marine Tours**

**Amendment #1**

Page 4, Section 3a

Last sentence currently reads:

"If the Lessor fails to pay rent by July 5, 2017, the Lessee shall incur a late payment of 1% of the base rent, and an additional 1% of the base rent if unpaid by the fifth day of any subsequent month."

**Strike original use of "Lessor" and insert "Lessee"**

**Strike original use of "Lessee" and insert "Lessor"**

**Amendment #2**

Page 2, Section 10a

**Strike "City Council" and insert "Aldermen and Alderwomen"**

**Amendment #3**

Page 7, Section 10b

**Strike both uses of "Lessor" and insert "Lessee"**

## **Policy Report**

### **Ordinance O-2-12**

#### **Lease of City Dock Space to Chesapeake Marine Tours**

Chesapeake Marine Tours has requested that its lease of City Dock space for operating cruise and taxi service be extended an additional year through fiscal year 2018. The current arrangement with Chesapeake Marine Tours dates to 1972, followed by a series of new leases and annual amendments. Recent practice has been to add an additional year annually, extending the term of the lease so that a lease is in place for at least five years permitting Chesapeake Marine Tours the security of borrowing necessary money and in maintaining capital investments for twelve boats.

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

FISCAL IMPACT NOTE

**Legislation No:** O-02-12

**First Reader Date:** 1-23-12

**Note Date:** 2-16-12

**Legislation Title:** Lease of City Dock Space to Chesapeake Marine Tours

**Description:** For the purpose of authorizing for fiscal year 2018 the lease of certain municipal property located at the City Dock to Chesapeake Marine Tours, Inc. for the docking and mooring of certain boats.

**Analysis of Fiscal Impact:**

This legislation would extend the City's current lease with Chesapeake Marine Tours for a period of one year, commencing July 1, 2017 and terminating June 30, 2018. This extension will provide the City with an estimated \$48,825.40 in rental revenue plus \$3,000.00 in refuse collection revenue in Fiscal Year 2018. The lessee may arrange with Baltimore Gas and Electric to have separately metered service billed directly to the lessee, or may pay to the City twice the appropriate monthly winter electric rate, as set by the City Council, for a fifty amp outlet. The current monthly winter rate for a fifty amp outlet is \$225 and if this method is selected the annual amount to be paid to the City for electricity would be \$5,400.

See below for actual revenues for FY2008 – FY2012 and future revenues going forward through the period of this lease, assuming electricity is purchased through the City in FY2017 and FY2018.

Chesapeake Marine Tours					
	Rent	Electricity	Refuse	Adjustment for dock restoration	Total
<b>Past</b>					
FY2008	39,148.68	2,018.28	725.85	-20,881.14	21,011.67
FY2009	40,753.78	2,101.03	755.61		43,610.42
FY2010	40,794.53	2,103.13	758.39		43,656.05
FY2011	41,895.98	2,159.91	776.79		44,832.68
FY2012	42,524.42	2,192.31	788.44		45,505.17
<b>Future</b>					
FY2013	42,524.42	2,192.31	788.44		45,505.17
FY2014	45,524.42	2,192.31	788.44		48,505.17
FY2015	42,524.42	2,192.31	788.44		45,505.17
FY2016	42,524.42	2,192.31	788.44		45,505.17
FY2017	48,825.40	5,400.00	3,000.00		57,225.40
FY2018	48,825.40	5,400.00	3,000.00		57,225.40



City of Annapolis City Council  
Standing Committee Referral Action Report

Date: 3/12/12

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

The Environmental Matters Committee has reviewed 0-2-12 and has taken the following action:

- Favorable  
 Favorable with amendments  
 Unfavorable  
 No Action  
 Other  
 Comments:

Roll Call Vote:

Ald. Arnett YES

Ald. Kirby YES

Ald. Pfeiffer YES

Meeting Date 3/12/12

Signature of Chair Frederick M. Pore



City of Annapolis City Council  
Standing Committee Referral Action Report

Date: 03/12/12

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

The Economic Matters Committee has reviewed 0-2-12 and has taken the following action:

Favorable

Favorable with amendments

Unfavorable

No Action

Other

Comments:

Roll Call Vote:

Ald. Paone, Chair Y/S

Ald. Finlayson Y/S Ald. Pfeiffer Y/S

Meeting Date 3/12/12 Signature of Chair Jessica Cowles

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**CITY COUNCIL OF THE  
City of Annapolis**

**Ordinance No. O-3-12**

**Introduced by: Mayor Cohen, Alderman Arnett, Alderwoman Hoyle, Alderman Paone, and  
Alderman Israel**

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/23/12			4/20/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	1/23/12		
Environmental Matters	1/23/12		

9  
10  
11 **A ORDINANCE** concerning

12 **Lease of City Property: Boat Shows in 2017**

13  
14 **FOR** the purpose of authorizing a lease of certain municipal property located in the general  
15 harbor, Dock Street and Edgewood Road areas to United States Sailboat Shows, Inc.  
16 and United States Powerboat Shows, Inc., for a certain period of time in October 2017,  
17 to conduct boat shows.

18 **WHEREAS,** United States Sailboat Shows, Inc., and United States Powerboat Shows, Inc.,  
19 desire to lease certain municipal property for the purpose of conducting boat  
20 shows; and

21  
22 **WHEREAS,** the Annapolis City Council believes that these proposed boat shows would  
23 benefit the City; and

24  
25 **WHEREAS,** a lease setting forth details of the rental has been prepared and is considered  
26 satisfactory; and

27  
28 **WHEREAS,** Article III, Section 8 of the Charter of the City of Annapolis requires the passage  
29 of an ordinance to authorize the lease.

30  
31 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
32 **COUNCIL** that the proposed lease between the City of Annapolis and United States Sailboat  
33 Shows, Inc., and United States Powerboat Shows, Inc., for the rental of certain municipal  
34 property in the general harbor, Dock Street and Edgewood Road areas, as described in the  
35 lease, a copy of which is attached hereto and made a part hereof, for portions of October 2017,  
36 more specifically described in the attached lease, and subject to the option to expand or reduce  
37 the number of days of the tenancy as provided in the lease, is hereby approved and the Mayor  
38 is hereby authorized to execute the lease on behalf of the City of Annapolis.  
39

1           **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
2 **ANNAPOLIS CITY COUNCIL** that it is expressly found by the City Council that the property to  
3 be leased will better serve the public need for which the property was acquired by stimulating  
4 local interest in the boating industry, encouraging visitors and residents of the City to visit the  
5 harbor and dock area, by generating tax revenues and rental income to the City and otherwise  
6 providing economic benefits to the City.  
7

8           **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
9 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its passage.  
10

11           **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
12  
13  
14

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

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

\_\_\_\_\_  
Joshua J. Cohen, Mayor

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16  
17           **EXPLANATION:**  
18

19           Highlighting indicates matter added to existing law.  
20           Strikeout indicates matter deleted from existing law.  
21           Underlining indicates amendments.  
22

## **LEASE AGREEMENT**

### Authorized by O-3-12

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 Sailboat Show, Inc., and the United States Powerboat Show, Inc. (jointly and severally "Lessee").

#### Article I

**Section 1.1. Premises and Term:** Lessor hereby leases to Lessee, for the purpose of holding two boat shows, from October \_\_\_\_ through October \_\_\_\_\_, 2017, inclusive, that property and water shown and described in Exhibit A of this Lease ("Premises"). The Premises includes Lessor's right and interest in the "Fawcett's Lot" pursuant to an agreement between Lessor and Chandler, LLC, but does not include the sidewalk on Dock Street between Craig Street and the bulkhead at the Department of Natural Resources, which are to be left open for public access subject to the terms of this Lease.

**Section 1.2. Revisions to Premises:** Lessor shall have the right to change the area of the Premises from time to time in order to reflect any change in ownership or infrastructure. If the total area of the Premises (exclusive of the Edgewood Road property referenced below) is reduced pursuant to this paragraph by five percent (5%) or more of the total area, Lessee shall be entitled to a pro rata reduction in the Base Rent. If the total area of the Premises is reduced pursuant to this paragraph by ten percent (10%) or more of the total area, Lessee shall have the right to a pro rata reduction in the Base Rent or to terminate the Lease. If the Base Rent is determined by using Ticket Sales Base Rent, then the reduction shall be calculated by reducing the fifty percent (50%) multiplier referenced in Section 1.3(a) to reflect the area reduction (e.g., if the Premises are reduced ten percent (10%), then the Base Rent shall equal  $[50\% \times 90\%] \times$  gross ticket receipts. If the Base Rent is determined using Minimum Base Rent, then the reduction shall be determined by using Minimum Base Rent, and the reduction shall be calculated by reducing the Base Rent by the percentage of the reduction of the total area. For purposes of this Section, the Edgewood Road property referenced below shall not be included in Premises area calculations or in rent adjustments.

**Section 1.3. Rent:** Except as provided in Section 2.3, Base Rent shall be (a) the greater of (i) 50% of Lessee's gross receipts (after deduction of admission taxes) from the sale by Lessee of tickets for admission to the boat shows for the term stated above ("Ticket Sales Base Rent") or, (ii) Three Hundred Seventy-Five Thousand Nine Hundred Fifty Dollars (\$375,950.00) ("Minimum Base Rent"), plus (b) if the Lessee uses the Edgewood Road property, Two Thousand Sixty Dollars (\$2,060.00) each year used ("Edgewood Road Rent"). Lessee shall pay Lessor the Minimum Base Rent, in full, within thirty (30) days of the close of the boat shows. Any further monies over the Minimum Base Rent due to Lessor as a result of ticket sales shall be paid by Lessee to Lessor simultaneously with Lessee's payment of State admissions tax. Proof of gross receipts from ticket sales shall be supplied at that time by Lessee to the City of Annapolis Director of Finance in a form satisfactory to the Director of Finance. In addition to the Base Rent, Lessee shall pay Lessor Additional Rent equal to Twenty-Five Thousand Seven Hundred Fifty Dollars (\$25,750.00) toward the costs incurred by the City in providing electricity, water, inspections and public safety services to the boat shows and in providing increased public services during the boat shows. Lessee shall pay Lessor the Additional Rent and, if applicable, the Edgewood Road rent, in full, at the time Lessee pays the Minimum Base Rent.

#### Article II

**Section 2.1. Number of Days:** Lessor grants to Lessee the right to add one day at the end of either or both of the two boat shows for general public admission. Lessee shall have the right, in its sole discretion, to reduce the

number of days of either or both of the boat shows. Lessee shall provide written notice of such intent no later than thirty (30) before the opening of the first boat show governed by this Lease.

Section 2.2. Other Boat Shows: Lessor shall not lease the Premises for the purpose of holding boat shows on the Premises from June 1 through November 30 in the year of 2017. Lessee may, within its sole discretion, provide written authority to waive these restrictions. These restrictions shall be deemed to be waived by Lessee automatically as to either boat show reduced to less than one 10-hour day under Section 2.1.

Section 2.3. Adjustment to Rent: The Minimum Base Rent and Additional Rent shall be increased or reduced proportionately if Lessee exercises its rights to extend or shorten the number of days pursuant to Section 2.1. Notice of any such extension or shortening shall be given by Lessee in writing to Lessor by June 1, 2016. All of the other provisions of the lease shall remain in full force and effect.

### Article III

Section 3.1. Facilities and Services: Lessee shall have the use of the following Lessor existing and normal street and harbor lighting, electricity, water supply, and police and fire protection, all without additional charge.

Section 3.2. Police Services: Lessor shall provide police services related to traffic control outside the Premises, security for the boat show office within the Premise, and liaison with Lessee's security guards inside the Premises without additional charge.

Section 3.3. Fire Services: Lessor shall provide fire protection as required without additional charge. Following the erection of all booths and other boat show structures as described in Section 7.1 of this Agreement, but before the boat shows open, the parties shall meet at the Premises to assure compliance with Fire Department regulations and accessibility of fire lanes and turning radius. No open flame devices or running of watercraft propulsion engines shall be permitted the Premises during the open hours of the boat shows.

Section 3.4. Utilities: Lessor shall provide water and electricity without additional charge. 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. Lessee shall be responsible for refuse removal as provided under Section 8.1 hereof.

Section 3.5. Parking and Transportation: Lessee shall coordinate with the City of Annapolis Department of Transportation all plans for the provision of any intra-city mode of transportation during the course of the boat shows. Prior to the opening of the boat shows, Lessee shall furnish to Lessor a written transportation plan which includes a parking element.

Section 3.7. 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 3.8. 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 August 15, 2017. 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 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 and refuse in these dumpsters.

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.

#### 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- 3-12 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 Sates Sailboat Show, Inc. and United States Powerboat 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)  
United States Sailboat Show, Inc.

\_\_\_\_\_  
Witness

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

United States Powerboat Show, Inc.

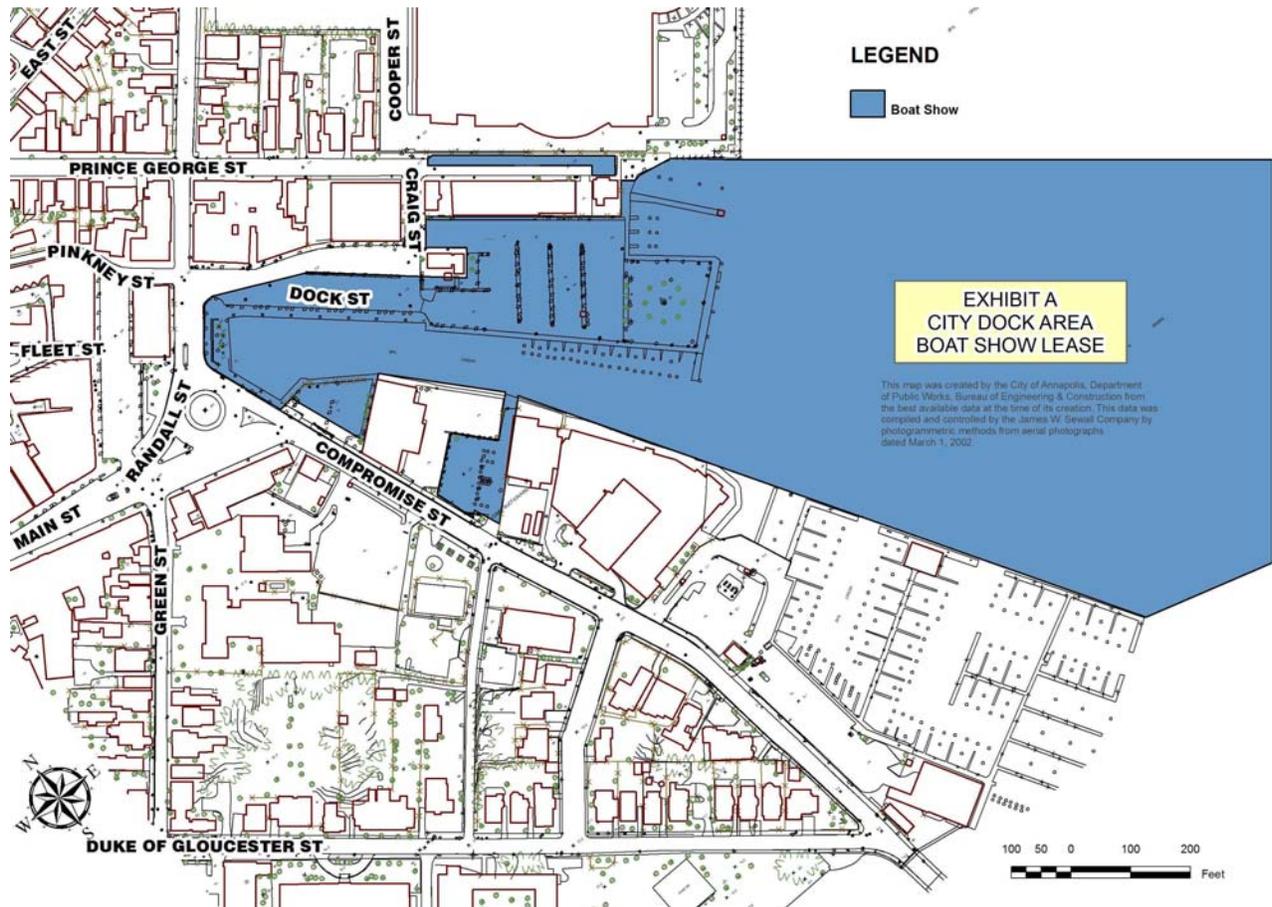
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Witness

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

Approved as to form and legal sufficiency

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

Exhibit A



## **Policy Report**

### **O-3-12 Lease of City property: Boat Shows in 2017**

Pursuant to Article II, Section 8 of the Annapolis City Charter, the City Council must authorize the lease of City property by ordinance. Proposed Ordinance O-3-12 authorizes a lease of City property for the Boat Shows in 2017. Areas of the City to be leased include municipal property located in the general harbor, Dock Street, and the Edgewood Road area. As part of the lease agreement, the Lessee would be responsible for the development of a transportation plan that includes a parking element.

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

FISCAL IMPACT NOTE

**Legislation No:** O-03-12

**First Reader Date:** 01-23-12

**Note Date:** 02-16-12

**Legislation Title:** Lease of City Property: Boat Shows in 2017

**Description:** For the purpose of authorizing a lease of certain municipal property located in the general harbor, Dock Street and Edgewood Road areas to United States Sailboat Shows, Inc. and United States Powerboat Shows, Inc., for a certain period of time in October 2017, to conduct boat shows.

**Analysis of Fiscal Impact:**

The rent for each of the years shall be the greater of: 50% of Lessee's gross receipts (after deducting admission taxes and any other taxes) from the sale by Lessee of tickets for admission to the shows for that year; or \$375,950 (base rent) **plus** \$2,060 if the Edgewood Road property is used. In addition to the base rent, Lessee shall pay additional rent equal to \$25,750 toward the costs incurred by the City in providing electricity, water, inspections and public safety services to the boat shows and providing increased public services during the boat shows.

Per the terms of the contract, the minimum revenue the City will receive is \$403,580 if the Edgewood Rd. location is used, \$401,700 if it is not. This minimum amount has not changed since the shows held in October 2006 (FY2007).

Assuming a 4% annual increase in the costs of Police, Fire and Public Works services (which consist mainly of salaries and overtime) over the 2011 costs of \$106,139, the cost to the City can be estimated at \$134,300 for the shows to be held in October 2017. See the chart below for actual and projected City expenses since the shows of October 2006 (FY2007).

Boat Show Expenses			
Fiscal Year	Show year	Actual	Estimated
FY2007	2006	98,739.91	
FY2008	2007	101,710.19	
FY2009	2008	102,621.35	
FY2010	2009	108,001.64	
FY2011	2010	93,748.21	
FY2012	2011	106,139.28	
FY2013	2012		110,384.85
FY2014	2013		114,800.25
FY2015	2014		119,392.26
FY2016	2015		124,167.95
FY2017	2016		129,134.66
FY2018	2017		134,300.05

The estimated lost revenue from parking meters and boat slips for the period of the lease is \$60,988 assuming there is no change in parking and boat slip fees.

With revenues of at least \$401,700, less estimated costs and lost revenue of \$195,288 for 2017, the net minimum fiscal benefit produced by this lease can reasonably be expected to be about \$206,412. Based on the shows' history, the average additional revenue from sales and the City portion of admission taxes has been \$99,718 over the last five years, which could provide a total estimated fiscal benefit of \$308,190.



City of Annapolis City Council  
Standing Committee Referral Action Report

Date: 3/12/12

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

The Economic Matters Committee has reviewed 0-3-12 and has taken the following action:

Favorable

Favorable with amendments

Unfavorable

No Action

Other

Comments:

Roll Call Vote:

Ald. Paone, Chair yes

Ald. Finlayson yes

Ald. Pfeiffer yes

Meeting Date 3/12/12 Signature of Chair Stephen M. Paone



City of Annapolis City Council  
Standing Committee Referral Action Report

Date: 3/12/12

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

The Environmental Matters Committee has reviewed 0-3-12 and has taken the following action:

Favorable

Favorable with amendments

Unfavorable

No Action

Other

Comments:

Roll Call Vote:

Ald. Arnett yes

Ald. Kirby yes

Ald. Pfeiffer yes

Meeting Date 3/12/12

Signature of Chair Frederick M. Pame

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**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		

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**A ORDINANCE** concerning

**Lease of City Property: Spring 2012 Boat Show**

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**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.

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

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**WHEREAS,** the Annapolis City Council believes that this proposed boat show would benefit the City; and

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

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

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**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.

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**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

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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

**EXPLANATION:**

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

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## 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

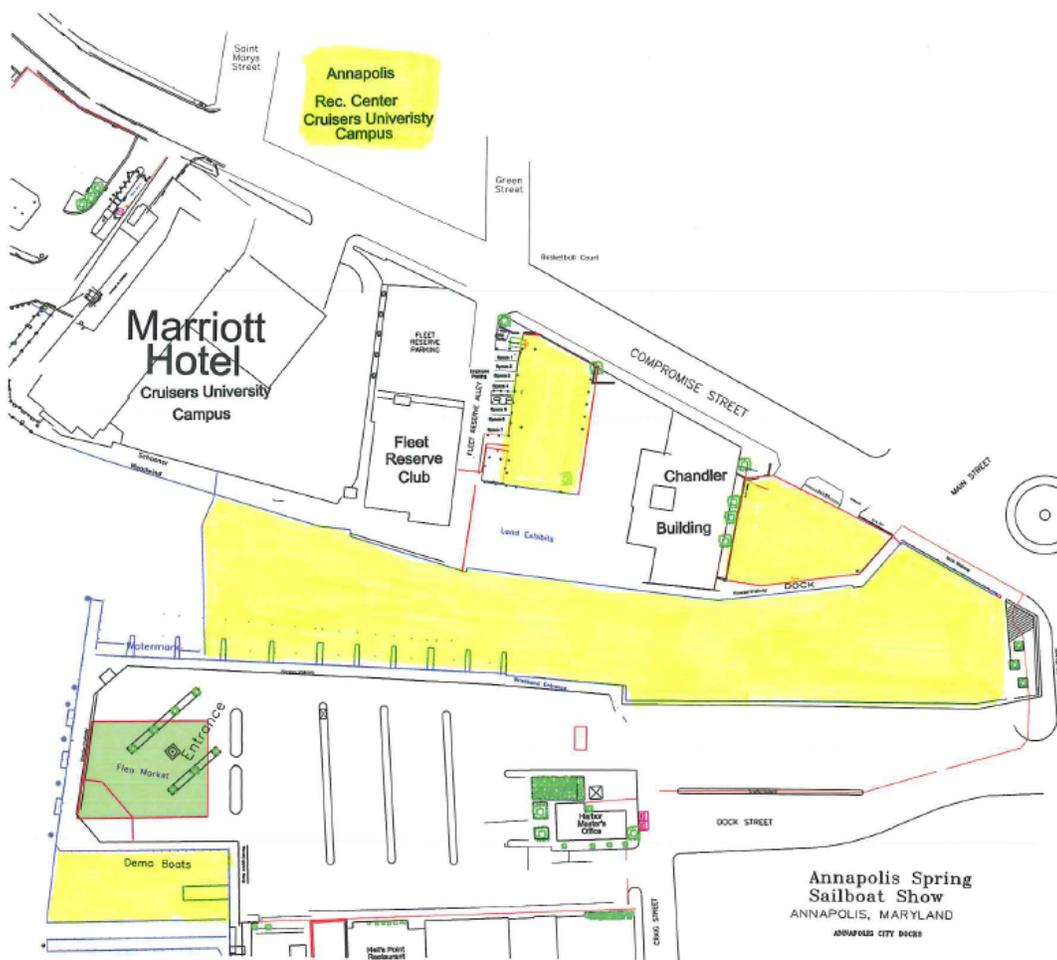
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Witness

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



## **Policy Report**

### **O-12-12 Lease of City property: Spring 2012 Boat Show**

Pursuant to Article II, Section 8 of the Annapolis City Charter, the City Council must authorize the leasing of City property by ordinance. Proposed Ordinance O-12-12 authorizes a lease of City property for the 2012 Spring Boat Show. Areas of the City to be leased include municipal property located in the general harbor area (Susan Campbell Park, Donner Parking Lot, Ego Alley Water Space) and the Old City Recreation Center. As part of the lease agreement, the Lessee would be responsible for the development of a transportation plan that includes a parking element.

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

FISCAL IMPACT NOTE

**Legislation No:** O-12-12

**First Reader Date:** 3-12-12

**Note Date:** 3-28-12

**Legislation Title: Lease of City Property: Spring 2012 Boat Show**

**Description:** 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.

**Analysis of Fiscal Impact:**

This legislation produces no fiscal impact. The Lessee, the United States Yacht Shows, Inc. will obtain all required permits, which are priced to cover inspections and other related costs. The City will be reimbursed for all costs incurred for utilities, parking and transportation, facilities and services, police services, fire services and other City services. Full costs will be invoiced after the event.

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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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<p style="text-align: center;"><b>EXPLANATION:</b> Highlighting indicates matter added to existing law. <del>Strikeout indicates matter deleted from existing law.</del> <u>Underlining indicates amendments.</u></p>
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## 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](mailto:JBeard@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst, in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov).

1 **DRAFT ONLY –**  
2 **NOT OFFICIAL RECORD OF CITY COUNCIL MEETING**

3  
4 **Keeping or Maintaining Chickens Within the City of Annapolis**

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

7 **BY** repealing and re-enacting with amendments the following portions of the Code of the  
8 City of Annapolis, 2011 Edition  
9 Section 8.04.010  
10

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

13 **8.04 – ANIMAL CONTROL.**

14 **8.04.010 - Maintaining animals.**

15 A. No person shall keep or maintain any mule, cow, calf, cattle, sheep, swine or poultry,  
16 WITH THE EXCEPTION OF CHICKENS, NO ROOSTERS, within the City.

- 17 1. A MAXIMUM OF FIVE CHICKENS ARE ALLOWED ON ANY ONE PROPERTY.
- 18 2. ALL PERSONS SHALL PROVIDE THEIR CHICKENS WITH A STURDY COOP AND  
19 AN ATTACHED, SECURE ENCLOSURE SET BACK AT LEAST FIVE (5) FEET FROM  
20 THE PROPERTY LINE.
- 21 3. ALL PERSONS KEEPING CHICKENS SHALL RECEIVE APPROVAL FROM ALL  
22 ABUTTING OWNERS OF THEIR INTENT TO KEEP CHICKENS USING THE  
23 DEPARTMENT OF NEIGHBORHOOD AND ENVIRONMENTAL PROGRAMS  
24 BACKYARD CHICKEN REGISTRY AND APPROVAL FORM. PRIOR TO KEEPING  
25 ANY CHICKENS, SAID FORM SHALL BE SUBMITTED TO THE DEPARTMENT OF  
26 NEIGHBORHOOD AND ENVIRONMENTAL PROGRAMS ALONG WITH  
27 ACCOMPANYING FEES AND APPROVED INSPECTION.

28 B. No person shall keep or maintain any animal within the City for the purpose of human  
29 consumption, except where the animal is maintained for the purpose of consumption as part of  
30 a religious observance.  
31

32 **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
33 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its passage  
34 AND, THREE YEARS AFTER THE DATE OF PASSAGE, AND WITH NO FURTHER ACTION  
35 BY THIS COUNCIL, THIS PROVISION OF LAW SHALL BE DEEMED ABROGATED, OF NO  
36 FURTHER EFFECT AND STRICKEN FROM THE CODE OF THE CITY OF ANNAPOLIS.  
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38 **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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CAPITAL LETTERS indicate matter added to existing law.  
[brackets] indicate matter stricken from existing law.  
Underlining indicates amendments.

## Staff Report

O-53-11

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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.

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

**Mayor Cohen's Amendments**  
**O-53-11: Keeping or Maintaining Chickens Within the City of Annapolis**

**Amendment #1**

Page 1, Line 31, insert after passage, "AND, THREE YEARS AFTER THE DATE OF PASSAGE, AND WITH NO FURTHER ACTION BY THIS COUNCIL, THIS PROVISION OF LAW SHALL BE DEEMED ABROGATED, OF NO FURTHER EFFECT AND STRICKEN FROM THE CODE OF THE CITY OF ANNAPOLIS."

**Amendment #2**

Page 1, Line 32, insert, "SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL THAT THE NUMBER OF PERMITS FOR MAINTAINING CHICKENS SHALL BE LIMITED TO TWENTY-FOUR (24) THROUGH THE USE OF A LOTTERY SYSTEM."



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:

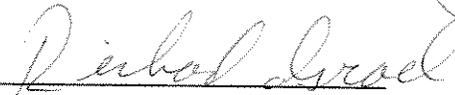
Roll Call Vote:

Ald. Israel, Chair yes

Ald. Hoyle N/A

Ald. Arnett yes

Meeting Date 2/14/12

Signature of Chair 



City 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](mailto:DNEP@annapolis.gov) • 410-263-7946 • Fax 410-263-9158 • TDD use MD Relay or 711 • [www.annapolis.gov](http://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

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## **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.

**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.”

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**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-3-12**

**Introduced by: Mayor Cohen**

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
3/12/12			6/12/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	3/12/12		
Economic Matters	3/12/12		

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**A RESOLUTION** concerning

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**First Sundays Festival 2012**

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**FOR** the purpose of designating dates for the sale of arts-related merchandise in the Historic District at the First Sunday events and the reimbursement of full fees to the City for the cost associated with the events.

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**WHEREAS,** the Inner West Street Business Association seeks the City's approval through the City's Special Event Application to hold an event on the first Sunday of each month from May through October, 2012, on West Street based on the following:

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- Time of arts related activities: noon to 5 p.m.
- Amplified entertainment from: noon to 5 p.m. (no testing outside these hours is permitted).
- Festival is open to the public free of charge.
- Setup and breakdown time: 8:30 a.m. to 7:00 p.m. on the first Sunday of each month.
- Location: West Street between Church Circle and Cathedral and Calvert Streets; at Whitmore Park on Calvert St.
- Street closing: West Street between Church Circle and Calvert Street during First Sunday events on May 6, June 3, July 1, August 5, September 2, and October 7, 2012.
- Stage for First Sundays is to be located in the Stan and Joe's Saloon parking lot at 37 West Street for entertainment that consists of music, folklore, and literary readings. An additional stage may be located in the Whitmore Park on Calvert Street with permission of Anne Arundel County.
- The Inner West Street Business Association, or its designee, is required to obtain all City permits for temporary structures, electrical connections and pre/post event inspections determined necessary for the safe execution of the event when those elements are required for the execution of the day's activities.
- Vendors will be located in consultation with the Special Events Coordinator;

1 each vendor must obtain a City vendor’s permit and must post applicable  
2 business licenses.

3  
4 **WHEREAS,** Section 7.40.090 of the City Code allows the City Council to designate certain  
5 days when peddlers, hawkers and itinerant merchants may sell in the Historic  
6 District or a nonresidential area; and

7  
8 **WHEREAS,** Section 6.04.210 of the City Code states that “whenever a person leases, uses  
9 or occupies a City facility, the person shall be charged and pay a minimum of  
10 full fees for the use of the facility.” Examples of City facilities include public  
11 spaces, grounds, parks, athletic facilities, fields, docks, piers, wet slips,  
12 moorings, developable waters, buildings, motor vehicles, equipment,  
13 structures, rooms or other parts of public buildings. Examples of City services  
14 include traffic control, crowd control, public safety support (police or fire), trash  
15 removal, sanitary services, recycling, bulk pick-up, the provision of water,  
16 sewer, electricity, communications or other utilities, transportation, and labor.  
17 Full fees “means the value of the right to lease, use or occupy the City facility  
18 as determined by the Finance Director in a fiscal impact note, plus all costs  
19 incurred by the City... including but not limited to utility costs and costs  
20 associated with municipal services (public safety, public works, custodial,  
21 renovations, repairs, maintenance, transportation and parking)...”

22  
23 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that sales of  
24 arts and crafts may be sold on West Street between Church Circle and Calvert and Cathedral  
25 Streets by those entities associated with the First Sunday events to be held May 6, June 3, July  
26 1, August 5, September 2, and October 7, 2012.

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28 **AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
29 **COUNCIL** that there shall be no waiver of full fees. However, notwithstanding any other  
30 provision of law, the Director of Finance shall determine the full fees incurred by the City  
31 government and the organizers of the event shall reimburse the City for full fees.

32  
33 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a  
34 representative of the City will be present to resolve matters relating to this special event and  
35 his/her cell phone number shall be posted on the City’s website during the hours the event is  
36 open to the public.

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39 **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

42  
43 **EXPLANATION**  
44 CAPITAL LETTERS indicate matter added to existing law.  
45 [brackets] indicate matter stricken from existing law.  
46 Underlining indicates amendments.

## **Staff Report**

**R-3-12**

### **First Sundays Festival 2012**

The proposed resolution would permit the Inner West St. Business Association to hold its First Sundays Festival 2012 and to sell arts and crafts in the Historic District. The festival would take place on each of the six (6) first Sundays of the month from May to October and would be held on West Street between Church Circle and Calvert and Cathedral Streets and at Whitmore Park on Calvert St.

The Inner West St. Business Association has requested City Services as follows:

1. Permit to erect a stage in the Stan and Joe's parking lot for music.
2. Vendor permit each of six (6) days.
3. Posting of no-parking signs and reimbursement of lost parking fees for each of six (6) days.

Prepared by Michelle LeFurge, Special Events Coordinator at [mmlefurge@annapolis.gov](mailto:mmlefurge@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov)

FISCAL IMPACT NOTE

**Legislation No:** R-3-12

**First Reader Date:** 3-12-12

**Note Date:** 3-14-12

**Legislation Title:** **First Sundays Festival 2012**

**Description:** For the purpose of designating dates for the sale of arts-related merchandise in the Historic District at the First Sunday events and the reimbursement of full fees to the City for the cost associated with the events.

**Analysis of Fiscal Impact:**

This legislation produces no fiscal impact.

The Inner West St. Business Association will pay all permitting fees which have been established to cover inspections and other related costs.

The loss of parking fees and posting no-parking signs is estimated at \$1,108 and will be reimbursed to the City by the event organizer.

There are no requirements for services of the Department of Public Works, and Police and EMS services will be provided within normal patrols and service. No alcohol will be served.

**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-4-12**

**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
Finance	3/12/12		
Economic Matters	3/12/12		

**A RESOLUTION** concerning

**Four Rivers Garden Club Flower Mart**

**FOR** the purpose of designating dates for the sale of floral merchandise in the Historic District at the Four Rivers Garden Club Flower Mart on April 30 and the reimbursement of full fees to the City for the cost associated with the events.

**WHEREAS,** the Four Rivers Garden Club seeks the City's approval through the City's Special Event Application to hold an event at City Dock based on the following:

- Time of floral related activities: 8:30 to 2:30 p.m.
- Event is open to the public free of charge.
- Setup and breakdown time: 7:30 a.m. to 3:00 p.m. on April 30.
- Location: City Dock.
- The Four Rivers Garden Club, or its designee, is required to obtain all City permits for temporary structures, electrical connections and pre/post event inspections determined necessary for the safe execution of the event when those elements are required for the execution of the day's activities.
- Vendors will be located in consultation with the Special Events Coordinator; each vendor must obtain a City vendor's permit and must post applicable business licenses.

**WHEREAS,** Section 7.40.090 of the City Code allows the City Council to designate certain days when peddlers, hawkers and itinerant merchants may sell in the Historic District or a nonresidential area; and

**WHEREAS,** Section 6.04.210 of the City Code states that "whenever a person leases, uses or occupies a City facility, the person shall be charged and pay a minimum of full fees for the use of the facility." Examples of City facilities include public spaces, grounds, parks, athletic facilities, fields, docks, piers, wet slips, moorings, developable waters, buildings, motor vehicles, equipment,

1 structures, rooms or other parts of public buildings. Examples of City services  
2 include traffic control, crowd control, public safety support (police or fire), trash  
3 removal, sanitary services, recycling, bulk pick-up, the provision of water,  
4 sewer, electricity, communications or other utilities, transportation, and labor.  
5 Full fees “means the value of the right to lease, use or occupy the City facility  
6 as determined by the Finance Director in a fiscal impact note, plus all costs  
7 incurred by the City... including but not limited to utility costs and costs  
8 associated with municipal services (public safety, public works, custodial,  
9 renovations, repairs, maintenance, transportation and parking)...”

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11 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that sales of  
12 floral merchandise may be sold on City Dock by those entities associated with the Four Rivers  
13 Garden Club Flower Mart on April 30, 2012.

14  
15 **AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
16 **COUNCIL** that there shall be no waiver of full fees. However, notwithstanding any other  
17 provision of law, the Director of Finance shall determine the full fees incurred by the City  
18 government and the organizers of the event shall reimburse the City for full fees.

19  
20 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a  
21 representative of the City will be present to resolve matters relating to this special event and  
22 his/her cell phone number shall be posted on the City’s website during the hours the event is  
23 open to the public.

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26 **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

29  
30 **EXPLANATION**

31 CAPITAL LETTERS indicate matter added to existing law.

32 [brackets] indicate matter stricken from existing law.

33 Underlining indicates amendments.

## **Staff Report**

**R-4-12**

### **Four Rivers Garden Club Flower Mart**

The proposed resolution would permit the Four Rivers Garden Club to hold its annual Flower Mart and to sell floral merchandise in the Historic District. The Flower Mart would take place on Monday, April 30, 2012 outside of the Market House on Hopkins Plaza.

The Four Rivers Garden Club has requested City Services as follows.

1. Vendor permit one day.

Prepared by Michelle LeFurge, Special Events Coordinator at [mmlefurge@annapolis.gov](mailto:mmlefurge@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov)

FISCAL IMPACT NOTE

**Legislation No:** R-4-12

**First Reader Date:** 3-12-12

**Note Date:** 3-29-12

**Legislation Title:** **Four Rivers Garden Club Flower Mart**

**Description:** For the purpose of designating dates for the sale of floral merchandise in the Historic District at the Four Rivers Garden Club Flower Mart event on April 30 and the reimbursement of full fees to the City for the cost associated with the event.

**Analysis of Fiscal Impact:**

This legislation produces minimal fiscal impact.

The Four Rivers Garden Club, a 503(c) organization, is exempt per the City Code from vendor permitting fees which are typically \$20 per day per vendor.

There are no requirements for Department of Public Works, Police, or EMS services and no alcohol will be served. No reserved parking spaces have been requested.

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**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-5-12**

**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
Finance	3/12/12		
Economic Matters	3/12/12		

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**A RESOLUTION** concerning

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**Race Across America 2012**

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**FOR** the purpose of designating dates for the sale of merchandise in the Historic District at the Race Across America event from June 21-25, 2012 and the reimbursement of full fees to the City for the cost associated with the event.

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**WHEREAS,** the Race Across America seeks the City's approval through the City's Special Event Application to hold an event at Susan Campbell Park and City Dock based on the following:

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- Date of activities: June 21- June 25.
- Event is open to the public free of charge.
- Setup and breakdown time: 4:00 a.m. on June 21 - to 10:00 p.m. on June 25.
- Location: Susan Campbell Park and City Dock.
- No street closing.
- Race Across America, or its designee, is required to obtain all City permits for temporary structures, electrical connections and pre/post event inspections determined necessary for the safe execution of the event when those elements are required for the execution of the day's activities.
- Vendors will be located in consultation with the Special Events Coordinator; each vendor must obtain a City vendor's permit and must post applicable business licenses.

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**WHEREAS,** Section 7.40.090 of the City Code allows the City Council to designate certain days when peddlers, hawkers and itinerant merchants may sell in the Historic District or a nonresidential area; and

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**WHEREAS,** Section 6.04.210 of the City Code states that "whenever a person leases, uses or occupies a City facility, the person shall be charged and pay a minimum of

1 full fees for the use of the facility.” Examples of City facilities include public  
2 spaces, grounds, parks, athletic facilities, fields, docks, piers, wet slips,  
3 moorings, developable waters, buildings, motor vehicles, equipment,  
4 structures, rooms or other parts of public buildings. Examples of City services  
5 include traffic control, crowd control, public safety support (police or fire), trash  
6 removal, sanitary services, recycling, bulk pick-up, the provision of water,  
7 sewer, electricity, communications or other utilities, transportation, and labor.  
8 Full fees “means the value of the right to lease, use or occupy the City facility  
9 as determined by the Finance Director in a fiscal impact note, plus all costs  
10 incurred by the City... including but not limited to utility costs and costs  
11 associated with municipal services (public safety, public works, custodial,  
12 renovations, repairs, maintenance, transportation and parking)...”  
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14 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that  
15 merchandise may be sold at Susan Campbell Park and City Dock in connection with the Race  
16 Across America event from June 21-25, 2012.  
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18 **AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
19 **COUNCIL** that there shall be no waiver of full fees. However, notwithstanding any other  
20 provision of law, the Director of Finance shall determine the full fees incurred by the City  
21 government and the organizers of the event shall reimburse the City for full fees.  
22

23 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a  
24 representative of the City will be present to resolve matters relating to this special event and  
25 his/her cell phone number shall be posted on the City’s website during the hours the event is  
26 open to the public.  
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29 **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

32  
33 **EXPLANATION**

34 CAPITAL LETTERS indicate matter added to existing law.

35 [brackets] indicate matter stricken from existing law.

36 Underlining indicates amendments.

## **Staff Report**

**R-5-12**

### **Race Across America 2012**

The proposed resolution would permit Race Across America to hold its annual cross-country race finish at Susan Campbell Park and to sell race merchandise in the Historic District. The first race participants are expected to cross the finish line in Annapolis on Thursday, June 21, 2012 and would continue arriving at the finish line through Monday, June 25, 2012.

The Race Across America has requested City Services as follows.

1. Temporary structures permit.
2. Vendor permit, five (5) days.
3. Reserved parking, 17 spaces.

Prepared by Michelle LeFurge, Special Events Coordinator at [mmlefurge@annapolis.gov](mailto:mmlefurge@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov)

## FISCAL IMPACT NOTE

**Legislation No:** R-5-12

**First Reader Date:** 3-12-12

**Note Date:** 3-28-12

**Legislation Title:** **Race Across America 2012**

**Description:** For the purpose of designating dates for the sale of merchandise in the Historic District at the Race Across America event from June 21-25, 2012 and the reimbursement of full fees to the City for the cost associated with the event.

### **Analysis of Fiscal Impact:**

This legislation will produce no fiscal impact. The event organizer will pay \$80 for a temporary structures permit and a vendor permit at \$100 for five days. These fees were established to cover inspections and other related costs.

Seventeen parking spaces will be reserved for five days. No parking signs will be posted by the City and there will be lost parking revenue. The cost of posting the signs and lost parking revenue is estimated at \$900 and will be reimbursed by Race Across America, LLC.

There are no requirements for the services of the Department of Public Works, and Police, and EMS services will be provided within normal patrols and service. No alcohol will be served.

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**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-6-12**

**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
Finance	3/12/12		
Economic Matters	3/12/12		

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**A RESOLUTION** concerning

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**TriRock Annapolis 2012**

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**FOR** the purpose of designating dates for the sale of merchandise in the Historic District at the TriRock Annapolis 2012 event and the reimbursement of full fees to the City for the cost associated with the events.

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**WHEREAS,** the TriClub of Annapolis and the Competitor Group, Inc. seeks the City's approval through the City's Special Event Application to hold an event on May 12, 2012 based on the following:

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- Time of activities: 6:00 a.m. to 1:00 p.m.
- Amplified entertainment from: 7:00 a.m. (no testing outside these hours is permitted).
- Event is open to the public free of charge.
- Setup and breakdown time: 8:00 a.m. on May 10 to 5:00 p.m. on May 12.
- Location: Susan Campbell Park and City Dock and the attached route map.
- Street closing: See attached route map.
- TriClub of Annapolis and the Competitor Group, Inc., or its designee, is required to obtain all City permits for temporary structures, electrical connections and pre/post event inspections determined necessary for the safe execution of the event when those elements are required for the execution of the day's activities.
- Vendors will be located in consultation with the Special Events Coordinator; each vendor must obtain a City vendor's permit and must post applicable business licenses.

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**WHEREAS,** Section 7.40.090 of the City Code allows the City Council to designate certain days when peddlers, hawkers and itinerant merchants may sell in the Historic District or a nonresidential area; and

1 **WHEREAS,** Section 6.04.210 of the City Code states that “whenever a person leases, uses  
2 or occupies a City facility, the person shall be charged and pay a minimum of  
3 full fees for the use of the facility.” Examples of City facilities include public  
4 spaces, grounds, parks, athletic facilities, fields, docks, piers, wet slips,  
5 moorings, developable waters, buildings, motor vehicles, equipment,  
6 structures, rooms or other parts of public buildings. Examples of City services  
7 include traffic control, crowd control, public safety support (police or fire), trash  
8 removal, sanitary services, recycling, bulk pick-up, the provision of water,  
9 sewer, electricity, communications or other utilities, transportation, and labor.  
10 Full fees “means the value of the right to lease, use or occupy the City facility  
11 as determined by the Finance Director in a fiscal impact note, plus all costs  
12 incurred by the City... including but not limited to utility costs and costs  
13 associated with municipal services (public safety, public works, custodial,  
14 renovations, repairs, maintenance, transportation and parking)...”  
15

16 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that sales of  
17 merchandise may be sold in connection with the TriRock Annapolis 2012 at Susan Campbell  
18 Park and City Dock on May 12, 2012.  
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20 **AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
21 **COUNCIL** that there shall be no waiver of full fees. However, notwithstanding any other  
22 provision of law, the Director of Finance shall determine the full fees incurred by the City  
23 government and the organizers of the event shall reimburse the City for full fees.  
24

25 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a  
26 representative of the City will be present to resolve matters relating to this special event and  
27 his/her cell phone number shall be posted on the City’s website during the hours the event is  
28 open to the public.  
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31 **ADOPTED** this \_\_\_ day of \_\_\_\_, \_\_\_\_.  
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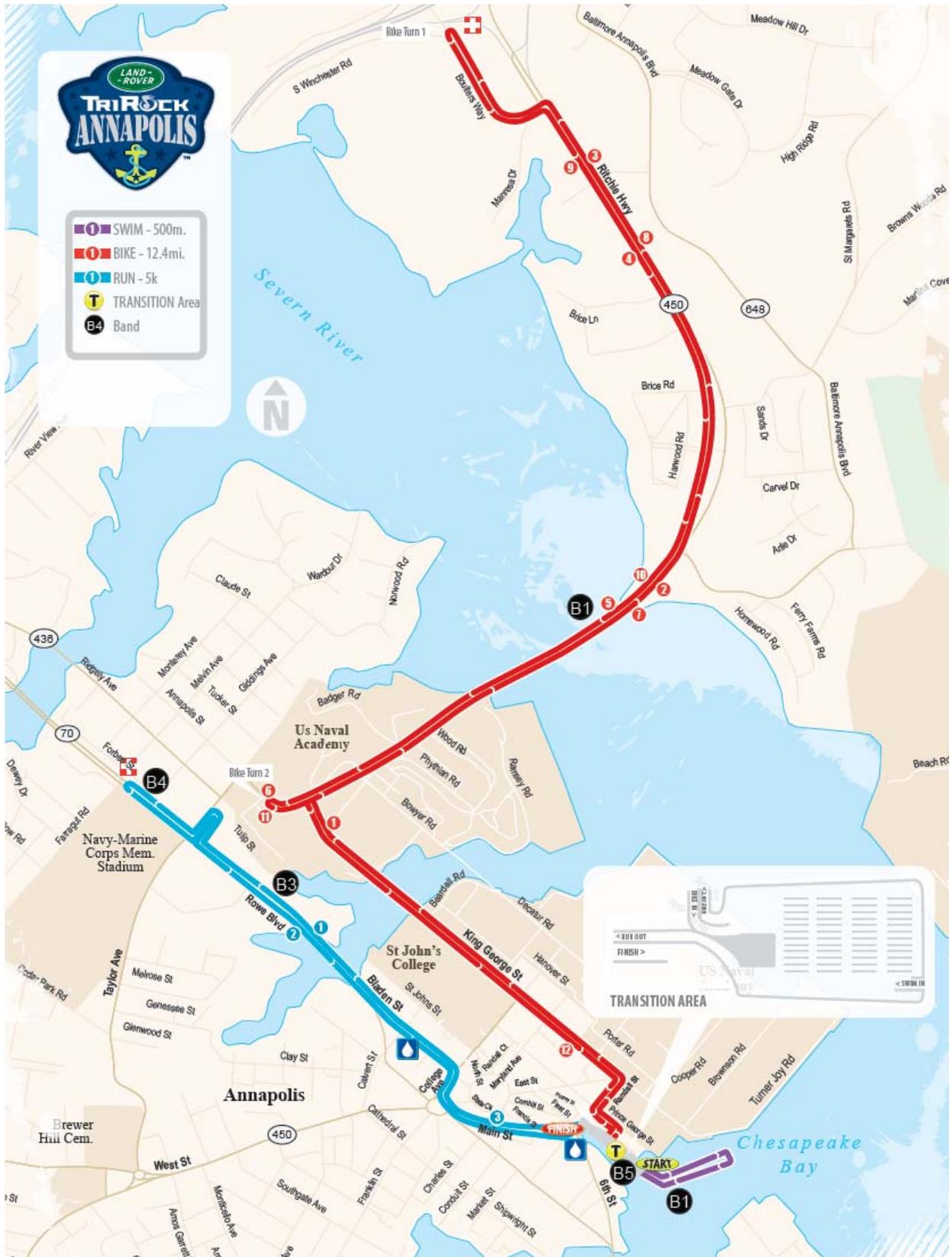
ATTEST: THE ANNAPOLIS CITY COUNCIL

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

BY \_\_\_\_\_  
Joshua J. Cohen, Mayor

34  
35 **EXPLANATION**  
36 CAPITAL LETTERS indicate matter added to existing law.  
37 [brackets] indicate matter stricken from existing law.  
38 Underlining indicates amendments.  
39

# TriRock Route Map



## Staff Report

R-6-12

### TriRock Annapolis

The proposed resolution would authorize vendors in the Historic District as part of the TriRock Triathlon sponsored by the Annapolis Tri Club and Competitor Group, Inc. ("TriRock"). The triathlon would be held Saturday, May 12, 2012. City Dock/Susan Campbell Park would be the site of the triathlon start and finish and the post-event party (see the Resolution's site map with use times).

**Parking at City Dock** north of the Harbormaster building will be affected. Parking south of the Harbormaster building will remain open, except for 27 spaces along Ego Alley that will be the route of the run portion of the triathlon and will be closed from 2 a.m.-10:45 a.m. the day of the triathlon.

**Music** will be played at three event locations: from the Watermark Harbor Queen in the Harbor and while moored at Susan Campbell Park; in front of the Maryland Archives, Rowe Blvd.; in front of the insurance building, Rowe Blvd. between Melvin and Taylor Ave. with hours from 7:00 a.m.-1:00 p.m.

**Parking** for volunteers will be at the Fawcett lot. Parking for triathlon participants will be in Gotts, Knighton and Park Place City garages; no event parking will be allowed in Hillman Garage.

Post-race bike storage will be provided by the organizers at Hopkins Plaza.

Business refuse left out Saturday morning, May 12, along City Dock and Main St. will be collected by the event organizers by a private company. All trash generated by the event will be collected and disposed of by the private company the event organizers hire.

**Notification of residents and businesses** will be conducted through meetings (for residents at 7 p.m. February 22; for businesses 12:00 p.m. February 22), flyer distribution, mailings, one-on-one discussions.

TriRock has requested City Services as follows, the full cost of which will be paid by TriRock itself.

1. Permits: Vendors permit for 1 event day; organizers to sell race merchandise only; ABC license; Temporary Structures permit.
2. Parking: Posting of no-parking signs and reimbursement of lost parking fees for multiple days and sites.
3. Police: Along the route during the race.
4. Fire: EMT service and command vehicle; fire boat

Prepared by Michelle LeFurge, Special Events Coordinator at [mmlefurge@annapolis.gov](mailto:mmlefurge@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov)

## FISCAL IMPACT NOTE

**Legislation No:** R-6-12

**First Reader Date:** 3-12-12

**Note Date:** 3-28-12

**Legislation Title:** **TriRock Annapolis 2012**

**Description:** For the purpose of designating dates for the sale of merchandise in the Historic District at the TriRock Annapolis 2012 event and the reimbursement of full fees to the City for the cost associated with the events.

### **Analysis of Fiscal Impact:**

This legislation produces no fiscal impact.

The TriClub of Annapolis and the Competitor Group will pay all permitting fees and licensing fees which have been established to cover inspections and other related costs.

The Fire Department has estimated staffing requirements that will be \$3,715. This will be reimbursed by the event organizers.

The Police Department estimates its staffing requirements to cost \$5,200, which be reimbursed by the event organizers.

The Department of Transportation estimates \$2,004 for posting no parking signs and lost parking revenue. This will be reimbursed to the City.

The event organizers will provide for their own trash removal.

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**CITY COUNCIL OF THE  
City of Annapolis**

**Ordinance No. O-13-12**

**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
4/9/12			7/9/12
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	4/9/12		
Economic Matters	4/9/12		

8  
9

**An ORDINANCE** concerning

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11

**Lease of Public Parking Lots to FRESHFARM Markets, Inc.**

12  
13

**FOR** the purpose of authorizing a lease of municipal property located at 110 Compromise Street from May 6, 2012, through November 18, 2012, to FRESHFARM Markets, Inc.

14  
15

**WHEREAS,** FRESHFARM Markets, Inc. ("Lessee"), desires to lease certain municipal property for the purpose of conducting an open-air farmers market; and

16  
17

**WHEREAS,** the Annapolis City Council finds that a farmers market would be a desired public mercantile use for City residents; and

18  
19

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

20  
21

**WHEREAS,** the Annapolis City Council finds that the lease of the property is authorized by Section 7.28.010 of the Annapolis City Code; and

22  
23

**WHEREAS,** the Annapolis City Council finds that the lease of the property for a farmers market will better serve the public need for which the property was acquired; and

24  
25

**WHEREAS,** Article III, Section 8 of the Charter of the City of Annapolis requires the passage of an ordinance to authorize the leasing of City-owned property.

26  
27

**SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL** that the proposed Lease Agreement between the City of Annapolis and Lessee for the rental of certain municipal property located at 110 Compromise Street, also known as the Donner Lot and the Public Parking Lot between the Fleet Reserve and the site formerly known as Fawcett Boat Supplies, from May 6, 2012 to November 18, 2012, a copy of which is attached

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1 hereto and made a part hereof, is hereby approved, and the Mayor is authorized to execute the  
2 Lease Agreement on behalf of the City of Annapolis.

3  
4 **SECTION II: AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
5 **ANNAPOLIS CITY COUNCIL** that pursuant to Section 6.04.210D3 of the City Code, the  
6 Annapolis City Council hereby waives that portion of each monthly fee for permits and approvals  
7 in excess of \$50.00 associated with Lessee’s use of City facilities and services in connection  
8 with the use of the property, except as otherwise specified in the Lease Agreement.

9  
10 **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
11 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its passage.

12  
13  
14  
15 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

16  
17  
ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

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

\_\_\_\_\_  
Joshua J. Cohen, Mayor

18  
19 **EXPLANATION**

20 CAPITAL LETTERS indicate matter added to existing law.

21 [brackets] indicate matter stricken from existing law.

22 Underlining indicates amendments.

LEASE

This Lease is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Annapolis, a municipal corporation of the State of Maryland ("Lessor") and Freshfarm Markets, Inc., a Washington, D. C. non-profit corporation ("Lessee").

Whereas, the Lessee is a regionally recognized nonprofit organization building a vibrant local food movement in the greater metro DC area that supports the region's farmers; and

Whereas, the Lessee's mission is to connect city dwellers with farmers and their locally-grown food, to educate the public about food and farming issues and to provide economic opportunities for farmers; and

Whereas, the parties desire to enter into a lease for that purpose and to set forth their respective responsibilities; and

Whereas, the City is authorized to lease land pursuant to Article III, Section 8, of the City Charter to better serve the public need for which the land was acquired.

Now, therefore, in consideration of these premises and the mutual terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Premises and Term

a. The Lessor leases to the Lessee, and the Lessee leases from the Lessor, for the purpose of holding the Annapolis City Dock Fresh Farm Market, that land known as the Donner Parking Lot and Public Parking Lot between the Fleet Reserve and property owned by Chandler, LLC, as shown in Exhibit A attached to this Agreement ("Premises"), each and every Sunday from May 6, 2012 through November 18, 2012, from 6 am to 2 pm, except October 7, 2012 and October 14, 2012, when the Lessee shall not have access to the Premises during the Sundays of the United States Sailboat and Power Boat Shows.

2. 9 St. Mary's Street

a. The Lessee shall have access to the interior space of Lessor's property located at 9 St. Mary's Street for purposes related to this Lease.

3. Rent

a. Rent shall be Fifty Dollars (\$50.00) per month.

b. Pursuant to City Code, Section 6.04.210.D.3., the Lessor hereby waives any additional rent, including but not limited to fees for traffic control services if any are provided, parking meters authorized for use by Lessee, inspections, permit applications and rental beyond that stated above, except as provided herein.

4. Use of Premises

1 a. The Premises may be used by the Lessee for activities authorized by the Lessee  
2 and identified in this Lease.

3 b. This Lease in no way creates an obligation upon the Lessor to furnish any  
4 services, materials or equipment for the Lessee's farmer's market, except as specifically  
5 provided in this Lease.

6  
7 5. Exhibitors

8  
9 a. The Lessee shall provide to the Lessor, not later than May 1, 2012, a complete list  
10 of all exhibitors, vendors displays, activities, festivities, and operations associated with this  
11 Lease, which shall not be amended without the Lessor's written consent.

12  
13 b. The Lessee shall use its best efforts to contract with Annapolis/Anne Arundel  
14 County area farmers in all matters related to the farmers market.

15  
16 6. Licenses/Taxes

17  
18 a. Exhibitors or vendors who are permitted to sell any item at the farmers market  
19 shall obtain and produce to the Lessor upon request all required non-City licenses and pay all  
20 required Federal, State, County and City taxes and fees.

21  
22 b. The Lessee shall satisfy any of the Lessor's licensing requirements for such  
23 exhibitors or vendors.

24  
25 7. Transportation & Parking Plan

26  
27 a. The Lessee shall prepare and submit to the Lessor's Director of Transportation,  
28 no later than May 1, 2012, a transportation plan with a parking element, which shall address  
29 matters specified by the Director.

30  
31 b. Except for public ways within the Premises, the plan shall not provide for the  
32 closure of any street or restrict parking to those associated with the farmers market.

33  
34 c. Upon receipt of the plan, the Director shall make copies available to relevant  
35 agencies and to interested parties who have requested a copy and shall arrange for a meeting,  
36 if determined to be necessary by the Director, with relevant agencies and representatives of  
37 interested parties to review the plan.

38  
39 d. The Director shall approve the plan before this Lease commences.

40  
41 8. Pre-Market Inspection

42  
43 a. Before the farmers market opens to the public, the Lessee's representative shall  
44 meet with representatives of Lessor's Police Department, Fire Department, Emergency  
45 Management, Harbormaster, Department of Central Services, Department of Neighborhood and  
46 Environmental Programs and Department of Public Works to inspect the Premises and nearby  
47 areas to determine compliance with the Lessor's requirements.

1  
2           b. Written approval by all such representatives is required before the Lessee may  
3 open the farmers market to the public.  
4

5           c. The Lessor shall not unreasonably refuse permission to open the farmers market  
6 unless a threat to health or safety has been identified by the Lessor to the Lessee.  
7

8           d. Following the pre-market inspection, at all times during this Lease, the Lessee  
9 shall promptly comply with all reasonable directives of the Lessor which the Lessor determines  
10 in its sole discretion are necessary to bring the Lessee and activities on the Premises into  
11 compliance with this Lease, the City Code, and the Lessor's public safety requirements.  
12

13           9. Interior Construction.  
14

15           a. The Lessee shall have the right to construct, install or erect upon the Premises  
16 such seats, booths, tents, exhibits and any other apparatus or structure which the Lessee may  
17 deem necessary or desirable for purposes related to this Lease.  
18

19           b. The Lessee shall not enclose the Premises in such a manner as to limit entry onto  
20 the Premises or any part thereof.  
21

22           10. Permits  
23

24           a. The Lessee shall obtain any and all zoning permits, licenses and authorizations  
25 required to be obtained from the Lessor for the purpose of constructing or erecting temporary  
26 structures on the Premises and for operating the farmers market.  
27

28           b. All other Federal, State or County permits which may be required shall be the  
29 responsibility of Lessee.  
30

31           11. Alcohol  
32

33           a. There shall be no beer, wine or liquor consumption or other open containers of  
34 alcoholic beverages on the Premises.  
35

36           12. Food Sales  
37

38           a. The Lessee may offer traditional farmers market food, beverages and produce for  
39 sale during hours of operation.  
40

41           13. Music  
42

43           a. The Lessee may play non-amplified music during the hours of operation.  
44

45           14. Conduct of Operations  
46

47           a. The Lessee shall conduct its operations in an orderly and commercially  
48

1 reasonable manner so as not to annoy, disturb, whether by noise or otherwise, endanger or be  
2 offensive to others.

3  
4 b. The Lessee shall use and maintain the Premises in such manner so as to avoid  
5 the creation of any nuisance from obnoxious odors, smoke, noxious gases, vapors, dust, noise  
6 or otherwise, and shall not keep, store, display or use any explosives or explosive devices at the  
7 Premises.

8  
9 c. The Lessee shall maintain the Premises in a clean, orderly and safe condition so  
10 as to avoid injury to persons and property.

11  
12 d. If the Lessee fails to comply with the terms of this provision, the Lessor shall have  
13 the authority to require the Lessee to immediately cease and desist all activities and operations  
14 on the Premises and may immediately declare the Lessee in breach of this Lease and  
15 immediately terminate this Lease without prior notice to the Lessee.

16  
17 15. Trash and Recycling

18  
19 a. The Lessee, at its sole expense, shall provide the number of trash and recycling  
20 containers within the Premises as required by the Lessor's Director of Public Works in his sole  
21 discretion during this Lease and shall provide for the prompt removal of these containers by  
22 contractors approved by the Lessor.

23  
24 b. The Lessor, if necessary, shall aid the Lessee in obtaining trash and recycling  
25 containers.

26  
27 16. Cleanliness

28  
29 a. The Lessee, at its sole expense, shall be responsible for keeping the Premises  
30 free of trash and shall place all in trash containers.

31  
32 b. The Lessee shall at all times police the Premises for trash removal.

33  
34 17. Security Services

35  
36 a. The Lessee shall be solely responsible for security within the Premises during  
37 hours of operation.

38  
39 b. The Lessee shall establish a security liaison with the Lessor's Police Department  
40 and coordinate all Premises security with the Lessor's Police Department according to it  
41 requirements.

42  
43 c. In addition to such other requirements as the Lessor's Police Department may  
44 impose, the Lessee shall, at its sole expense, hire licensed professional security officers who  
45 shall provide security within the Premises during hours of operation at such staffing levels as the  
46 the Lessor's Police department may, in its sole discretion, require.

1 d. The Lessee shall produce to the Lessor at any time the Lessor requests all  
2 credentials of the security officers retained by the Lessee and may reject the hiring or retention  
3 of any security officer for reasonable cause.  
4

5 18. Fire Services  
6

7 a. Following the erection of all booths and other structures at the Premises, but  
8 before the farmers market opens to the public, the parties shall meet at the Premises to assure  
9 compliance with the Lessor's Fire Department regulations and accessibility of fire lanes and  
10 turning radius.  
11

12 19. Utility Services  
13

14 a. The Lessor shall make available to the Premises existing water and electricity  
15 facilities.  
16

17 b. The Lessee, at its own expense, shall install any temporary electrical equipment,  
18 lines and devices required to provide power to the Premises, in compliance with the City Code  
19 and the National Electric Code.  
20

21 c. The Lessee shall not operate any such equipment, lines or devices until inspected  
22 and approved by the Lessor's Department of Neighborhood and Environmental Programs.  
23

24 20. Other Services  
25

26 a. The parties, if necessary, shall coordinate other services in advance of the term of  
27 this Agreement.  
28

29 21. Removal of Lessee's Property  
30

31 a. No later than 1 p.m. of every market day, the Lessee shall remove all of its  
32 property from the Premises with the exception of such signs as approved by the Lessor's  
33 Historic Preservation Commission.  
34

35 b. If the Lessee fails to remove any of its property, either during or at the termination  
36 of this Lease, the Lessor reserves the right to remove and store it at the Lessee's sole expense  
37 or, as an alternative, to leave it at the Premises.  
38

39 c. In either case, the Lessor shall charge the Lessee a per diem rental for storage of  
40 its property at a rate generally charged by private storage companies in Anne Arundel County,  
41 Maryland.  
42

43 d. The Lessor shall bear no responsibility or liability for damage to or expense  
44 incurred as a result of property left, removed or stored under the provisions of this paragraph.  
45

46 e. The Lessee shall pay to the Lessor any expenses or charges under this paragraph  
47 within 30 days after delivery of any bill by the Lessor to the Lessee.

1 f. If any property is not claimed by the Lessee within 60 days after the termination of  
2 this Lease, the Lessor, in its sole discretion, may sell such property at private or public sale  
3 under such terms as the Lessor may deem appropriate and apply such proceeds as it may  
4 deem appropriate in its sole discretion.

5  
6 22. Liens  
7

8 a. The Lessee hereby consents to and the Lessor shall have a lien upon all goods,  
9 personal property and fixtures of the Lessee located upon the Premises for any and all unpaid  
10 rent or charges which arise under this Lease.

11  
12 b. The Lessee hereby consents to and the Lessor shall have the power to impound  
13 and retain possession of such goods, personal property and fixtures until all such rent and  
14 charges due under this Lease have been paid, in full, to the satisfaction of the Lessor.

15  
16 c. If such charges remain unpaid 30 days after the termination of the term of this  
17 Lease, the Lessor shall have the power to sell such property at public auction and apply the  
18 receipts from such auction to all such unpaid charges.

19  
20 23. Quiet Enjoyment  
21

22 a. As long as the Lessee is not in material breach of this Lease, the Lessee shall be  
23 entitled to peacefully hold and quietly enjoy the Premises in a manner consistent with and  
24 subject to this Lease without any disturbance or hindrance from the Lessor or from any other  
25 person claiming through the Lessor, except that the Lessor or others claiming through the  
26 Lessor may enter onto the Premises to effect necessary repairs to their own facilities for public  
27 safety and City Code compliance reasons.

28  
29 b. The Lessee shall cooperate with the Lessor to effect this access to the Premises.  
30

31 24. Payment  
32

33 a. The Lessee shall make all payments due under this Lease by check, payable to  
34 the City of Annapolis, and deliver the payments to the Lessor's Director of Finance, 160 Duke of  
35 Gloucester Street, Annapolis, Maryland, 21401.

36  
37 b. In addition to all other amounts due pursuant to this Lease, the Lessee shall pay  
38 the Lessor a monthly late fee of 1.5% (18% per annum) of any payment required that is more  
39 than 60 days past due, until paid.  
40

41 25. Remedies  
42

43 a. Any and all duties, liabilities and/or obligations imposed upon or assumed by the  
44 Lessee by this Lease shall be taken or construed as cumulative and not as a limitation or  
45 restriction upon any or all of the other duties, liabilities, or obligations imposed upon or assumed  
46 by Lessee under this Lease.

47 b. All remedies allowed by this Lease shall be construed to be cumulative and in  
48 addition to any other remedies provided in law or equity.

1  
2 c. The parties shall have the right to seek and obtain in any court of competent  
3 jurisdiction an injunction, without the necessity of posting a bond, to restrain a violation by the  
4 other party of any term of this Lease.

5  
6 d. In no case shall a waiver by either party of the right to seek a remedy under this  
7 paragraph constitute a waiver of any other or further such right.

8  
9 26. Venue, Waiver of Jury Trial and Governing Law

10  
11 a. Venue for all administrative and judicial proceedings which result from this Lease  
12 shall be the courts of Anne Arundel County, Maryland.

13  
14 b. The parties hereby expressly waive trial by jury in any such judicial proceeding.

15  
16 c. The laws of the State of Maryland shall govern all matters relating to this  
17 Agreement.

18  
19 27. Authority to Lease.

20  
21 a. If it is ever determined by a court of competent jurisdiction that the Lessor lacks  
22 the authority to lease any portion or all of the Premises, the Lessor shall not be liable for any  
23 losses or damages sustained by the Lessee as a result thereof.

24  
25 28. Impossibility of Performance

26  
27 a. If, for any reason, an unforeseen event not the act of the Lessor occurs, including  
28 but not limited to flood, severe weather, fire, casualty, act of God, labor strike or other  
29 unforeseen occurrence which renders use of the Premises impossible for any period of this  
30 Lease, the Lessee shall have no right to any claim for damages against the Lessor, but the  
31 Lessee shall not be liable for the payment of rent for the period that it cannot use the Premises.

32  
33 29. Insurance

34  
35 a. The Lessee shall, at its own expense, obtain and keep in full force and effect a  
36 policy of comprehensive commercial general liability insurance for all loss, costs, damages and  
37 expenses suffered by any person due to personal injury arising out of the activities permitted by  
38 this Lease in the amount of One Million Dollars (\$1,000,000.00) per person and Three Million  
39 Dollars (\$3,000,000.00) in the aggregate per occurrence, and One Million Dollars  
40 (\$1,000,000.00) for damage to any property, including the Premises and property owned by  
41 Lessor, due to or alleged to be due to (1) an act, omission or the negligence of the Lessee, its  
42 officers, agents, employees contractors, patrons, guests or invitees, or (2) to the use of the  
43 Premises or any part thereof by the Lessee, its officers, agents, employees, contractors,  
44 patrons, guests or invitees.

45  
46 b. The insurance policy shall specifically name the City of Annapolis, and in their  
47 capacity as such, the Mayor, council members, department directors, and all other officers,  
48 employees, contractors and agents of the City of Annapolis, as additional insureds.

1  
2 c. The insurer shall be authorized to write the required insurance, approved by the  
3 Insurance Commissioner of the State of Maryland, and subject to the reasonable approval of  
4 Lessor's City Attorney.

5  
6 d. The form and substance of the policy shall be subject to reasonable approval by  
7 Lessor's City Attorney and shall be submitted to the City Attorney for such approval not later  
8 than May 1, 2012.

9  
10 e. The policy or the Certificate for the policy shall contain a statement that the insurer  
11 shall not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or  
12 otherwise, whether at the request of the Lessee or for any other reason, except after 30  
13 calendar days advance written notice sent by the insurer to the City Attorney by certified mail,  
14 postage prepaid, with return receipt requested.

15  
16 f. If the policy is cancelled during the term of this Lease and the Lessee is unable to  
17 obtain an equivalent policy, the Lessor may immediately declare Lessee in breach of this Lease  
18 and immediately terminate this Lease without prior notice to Lessee.

19  
20 30. Vendor Insurance

21  
22 a. The Lessee shall provide documentation to the Lessor's City Attorney not later  
23 than May 1, 2011, that each participating vendor at the farmers market is adequately covered to  
24 the satisfaction of the City Attorney by general and product liability insurance.

25  
26 b. All terms that apply in paragraph 17 shall apply in this paragraph.

27  
28 c. For vendors added after May 1, 2012, the Lessee shall provide the same  
29 documentation at least one full calendar week prior to the commencement date of the vendor's  
30 participation in the farmers market and such vendors shall not be permitted to participate in the  
31 farmers market until the City Attorney approves the policy.

32  
33 31. Indemnification

34  
35 a. The Lessee shall forever indemnify, defend and hold the Lessor, its Mayor, council  
36 members, department directors, and all of its other officers, employees, contractors and agents  
37 harmless from and against any and all claims, suits, actions, judgments, and liability for loss,  
38 injury, damages and/or expenses suffered or alleged to have been suffered by any person or to  
39 the Premises or to any property due to or alleged to be due to (1) an act, omission or the  
40 negligence of the Lessee, its officers, agents, employees, contractors, patrons, guests or  
41 invitees, or (2) the use of the Premises or any part thereof by the Lessee, its officers, agents,  
42 employees, contractors, patrons, guests or invitees.

43  
44 b. The Lessee shall reimburse the Lessor, within 30 days after demand for such  
45 reimbursement, for any damage done to the Lessor's buildings, facilities, equipment or property  
46 caused by the negligence of the Lessee, its officers, agents, employees, contractors, patrons,  
47 guests or invitees during the Lessee's use and/or occupancy of the Premises or any part thereof  
48 or to any other property.

1  
2 c. Such indemnification does not limit any immunity to which the Lessor or its Mayor,  
3 council members, department directors and all of its other officers employees, contractors and  
4 agents, and includes all costs and expenses, including attorney's fees, whether or not related to  
5 administrative or judicial litigation.  
6

7 32. Immunities  
8

9 a. The Lessor reserves any and all immunities, partial or total, statutory or common  
10 law, in any proceeding related to this Lease, to the activities referred to in this Lease or to the  
11 use of the Premises or any part thereof before, during or after the term of this Lease. Such  
12 reservation of rights shall extend to any claim made by or through the Lessee and to any claim  
13 made by or through any third party  
14

15 33. Assignment  
16

17 a. The Lessee shall not assign or transfer its interest in or its rights or obligations  
18 pursuant to this Lease without the prior written consent of the Lessor.  
19

20 34. Non Agent  
21

22 a. The Lessee acknowledges it is an independent contracting party and not the  
23 agent or employee of Lessor.  
24

25 35. Compliance with All Laws  
26

27 a. The Lessee shall comply with all laws, ordinances and statutes applicable to the  
28 Premises, or any part thereof, and the use thereof, and to pay all taxes or charges imposed by  
29 law in connection with Lessee's use and occupancy of the Premises.  
30

31 36. Contact Persons  
32

33 a. For purposes of coordinating inspections, providing notices and other matters set  
34 forth under this Lease, except as otherwise provided, the parties designate the following contact  
35 persons:  
36

37 Lessor: Department of Neighborhood and  
38 Environmental Programs  
39 City of Annapolis  
40 160 Duke of Gloucester Street  
41 Annapolis, Maryland 21401  
42 Phone No. 410-263-7946  
43  
44 Lessee: FRESHFARM Markets Inc  
45 PO Box 15691  
46 Washington, DC 20003  
47 Attention; Ann Harvey Yonkers  
48 Phone No. 202-362-8889

1  
2           37. General Powers  
3

4           a. Nothing herein shall be construed to preclude the Lessor from exercising its  
5 general public safety powers as it deems appropriate to protect the public safety, interest and  
6 welfare.  
7

8           38. Termination for Breach or Violation  
9

10          a. The Lessor shall be entitled to immediately terminate this Lease for any breach or  
11 violation by the Lessee of this Lease.  
12

13          39. Termination for Other Reasons  
14

15          a. If the Lessor, in its sole discretion, determines that, for purposes and  
16 conveniences related to the public interest of the City of Annapolis, it is necessary to terminate  
17 this Lease before the end of its term, the Lessor shall provide 30 days written notice, by certified  
18 mail, postage prepaid, to the Lessee to vacate, and shall be entitled to take possession and  
19 control of the Premises immediately upon the 31<sup>st</sup> day after such notice.  
20

21          b. The Lessee shall comply with all terms of this Lease that otherwise relate to its  
22 vacating the Premises upon the expiration of the Lease.  
23

24          c. The Lessor shall make reasonable attempts to relocate the Lessee's farmers  
25 market to another location for the balance of the term of this Lease.  
26

27          d. If Lessee does not accept any relocation offered by the Lessor with 7 days of the  
28 date offered, this Lease shall terminate at such time.  
29

30          40. Condition of Premises At End of Lease  
31

32          a. At the end of this Lease, the Lessee, at its sole expense, shall return the Premises  
33 to the same or superior condition than received, natural wear and tear excepted.  
34

35          41. Time is of the Essence  
36

37          a. Time is of the essence in the performance of this Lease.  
38

39          b. Time for performance shall not be extended for any reason, except by mutual  
40 agreement of the parties.  
41

42          42. Modifications  
43

44          a. The parties may, at any time, in writing, mutually modify only the following terms  
45 of this Lease:  
46

47                  1. the location of the Premises to be leased, provided such modifications do not  
48 result in an increase or enlargement of the area of the Premises;

1  
2 2. the dates and hours during which the Premises will be used, provided such  
3 modifications do not result in an increase or enlargement of the dates or times set forth in  
4 paragraph 1a;

5  
6 3. the Lessee's obligations with regard to security on the Premises and the  
7 payment of fees for City inspections of the Premises.

8  
9 b. Following a request by either party for modification, pursuant to Article III, Section  
10 8 of the City Charter, the Lessor's Mayor may negotiate and agree to any modification which the  
11 Lessee may propose without the necessity of an additional ordinance approving the  
12 modification.

13  
14 c. Any modification shall be set forth in writing executed by the parties, but shall not  
15 take effect until the City Council has approved the modification.

16  
17 43. Binding Effect

18  
19 a. This Lease is binding upon the parties and their respective successors and  
20 assigns.

21  
22 44. Integration. This Lease constitutes the entire agreement between the parties  
23 regarding its subject matter. There are no other terms or understandings, oral or written,  
24 between the parties with respect thereto.

25  
26 Witness the signatures and seals of the parties.

27  
28 Freshfarm Markets, Inc.

29  
30  
31 \_\_\_\_\_ By: \_\_\_\_\_  
32 Witness Ann Harvey Yonkers, (Seal)  
33 Co- Executive Director

34  
35 State of Maryland, County of Anne Arundel, to wit:

36  
37 I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber,  
38 a Notary Public in and for the State and County aforesaid, personally appeared Ann Harvey  
39 Yonkers, known to me or satisfactorily proven to be the person who has signed this Agreement,  
40 and she has signed this Agreement in my presence and acknowledged that she is co-Director of  
41 Freshfarm Markets, Inc., and authorized to sign this Agreement on its behalf and to bind it  
42 thereby, and that this Agreement is her free and voluntary act and the free and voluntary act of  
43 Freshfarm Markets, Inc. made for the purposes set forth therein.

44  
45 Witness my signature and Notary Seal.

46  
47 \_\_\_\_\_  
48 Notary Public  
My Commission expires:

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\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Bernadine Prince, (Seal)  
Co-Director

State of Maryland, County of Anne Arundel, to wit:

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Bernadine Prince, known to me or satisfactorily proven to be the person who has signed this Agreement, and she has signed this Agreement in my presence and acknowledged that she is co-Director of Freshfarm Markets, Inc., and authorized to sign this Agreement on its behalf and to bind it thereby, and that this Agreement is her free and voluntary act and the free and voluntary act of Freshfarm Markets, Inc. made for the purposes set forth therein.

Witness my signature and Notary Seal.

\_\_\_\_\_  
Notary Public  
My Commission expires:

ATTEST: City of Annapolis

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC By: \_\_\_\_\_  
City Clerk Joshua J. Cohen, Mayor (Seal)

State of Maryland, County of Anne Arundel, to wit:

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joshua J. Cohen, known to me or satisfactorily proven to be the person who has signed this Agreement, and he has signed this Agreement in my presence and acknowledged that he is the Mayor of the City of Annapolis and authorized to sign this Agreement on its behalf and to bind it thereby, and that this Agreement is his free and voluntary act and the free and voluntary act of the City of Annapolis made for the purposes set forth therein.

Witness my signature and Notary Seal.

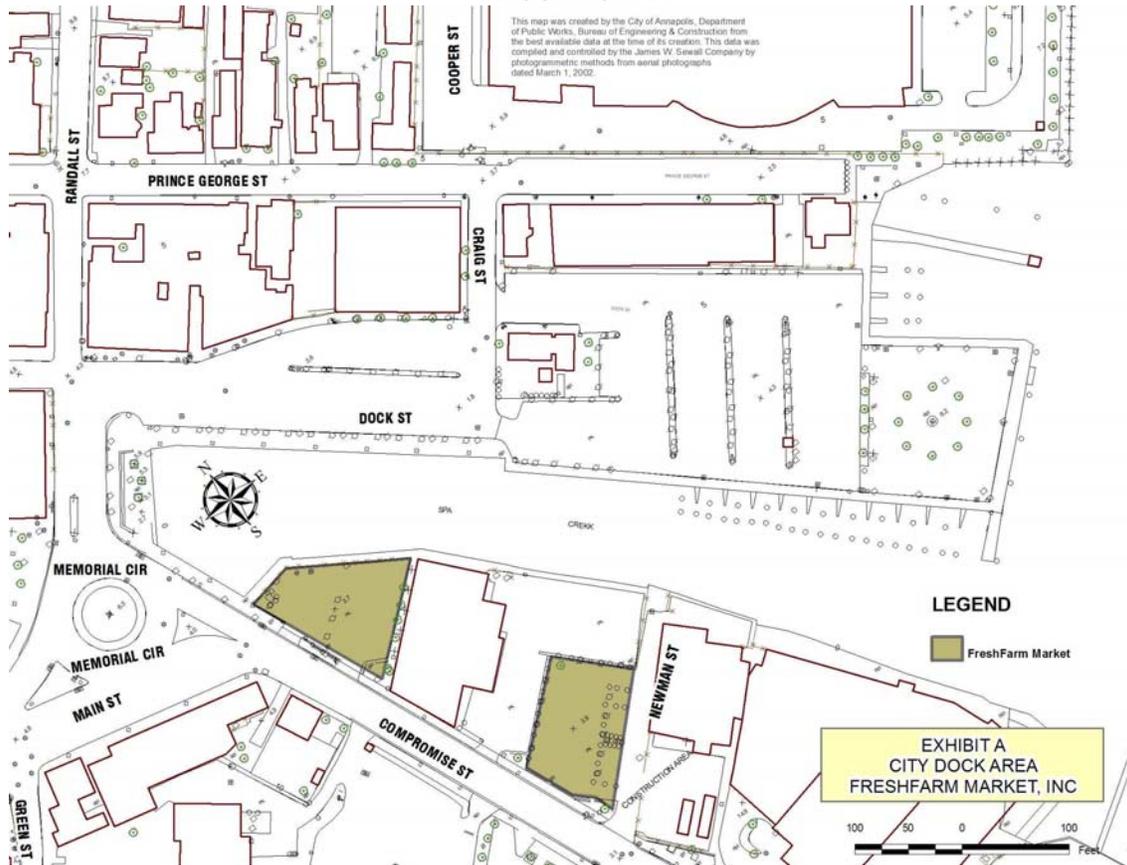
\_\_\_\_\_  
Notary Public  
My Commission expires:

Approved for form and legal sufficiency:

1  
2 \_\_\_\_\_  
3 Karen M. Hardwick, City Attorney  
4  
5  
6 Date:

### Lease of the Donner Lot to FRESHFARM Markets Inc.

#### Attachment A



**Policy Report**

**Ordinance O-13-12**

**Lease of Public Parking Lots to FRESHFARM Markets, Inc.**

O-13-12 authorizes a lease of municipal property located at 110 Compromise Street from May 6, 2012 through November 18, 2012 to FRESHFARM Markets, Inc. 110 Compromise Street is also known as the Donner Lot and the Public Parking Lot between the Fleet Reserve and the site formerly known at Fawcett Boat Supplies. FRESHFARM Markets, inc. desires to lease the property for the purpose of conducting an open-air farmers market.

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

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**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-12-12**

**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
4/9/12			7/9/12
Referred to	Referral Date	Meeting Date	Action Taken
Finance	4/9/12		
Economic Matters	4/9/12		

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9

**A RESOLUTION** concerning

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**Maryland Avenue Festivals 2012**

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**FOR** the purpose of designating dates for the sale of merchandise in the Historic District at the Maryland Avenue Festivals and the reimbursement of full fees to the City for the cost associated with the events on April 22, 2012; June 17, 2012; and September 23, 2012.

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**WHEREAS,** the Maryland Avenue/State Circle Association seeks the City's approval through the City's Special Event Application to hold a festival on the April 22, 2012; June 17, 2012 and September 23, 2012, on Maryland Avenue based on the following:

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- Time of activities: 10:00 a.m. to 6:00 p.m.
- Amplified entertainment from: 10:00 a.m. to 6:00 p.m. (no testing outside these hours is permitted).
- Festival is open to the public free of charge.
- Setup and breakdown time: 7:00 a.m. to 7:00 p.m.
- Location: Maryland Avenue.
- Street closing: Maryland Avenue.
- The Maryland Avenue/State Circle Association, or its designee, is required to obtain all City permits for temporary structures, electrical connections and pre/post event inspections determined by the City to be necessary for the safe execution of the event.
- Vendors will be located in consultation with the Special Events Coordinator; each vendor must obtain a City vendor's permit and must post applicable business licenses.

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**WHEREAS,** Section 7.40.090 of the City Code allows the City Council to designate certain days when peddlers, hawkers and itinerant merchants may sell in the Historic District or a nonresidential area; and

1 **WHEREAS,** Section 6.04.210 of the City Code states that “whenever a person leases, uses  
2 or occupies a City facility, the person shall be charged and pay a minimum of  
3 full fees for the use of the facility.” Examples of City facilities include public  
4 spaces, grounds, parks, athletic facilities, fields, docks, piers, wet slips,  
5 moorings, developable waters, buildings, motor vehicles, equipment,  
6 structures, rooms or other parts of public buildings. Examples of City services  
7 include traffic control, crowd control, public safety support (police or fire), trash  
8 removal, sanitary services, recycling, bulk pick-up, the provision of water,  
9 sewer, electricity, communications or other utilities, transportation, and labor.  
10 Full fees “means the value of the right to lease, use or occupy the City facility  
11 as determined by the Finance Director in a fiscal impact note, plus all costs  
12 incurred by the City... including but not limited to utility costs and costs  
13 associated with municipal services (public safety, public works, custodial,  
14 renovations, repairs, maintenance, transportation and parking)...”  
15

16 **NOW THEREFORE, BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that  
17 merchandise may be sold on Maryland Avenue by those entities associated with the Maryland  
18 Avenue festivals to be held April 22, June 17 and September 23, 2012.  
19

20 **AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
21 **COUNCIL** that there shall be no waiver of full fees. However, notwithstanding any other  
22 provision of law, the Director of Finance shall determine the full fees incurred by the City  
23 government and the organizers of the event shall reimburse the City for full fees.  
24

25 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a  
26 representative of the City will be present to resolve matters relating to this special event and  
27 his/her cell phone number shall be posted on the City’s website during the hours the event is  
28 open to the public.  
29

30  
31 **ADOPTED** this \_\_\_ day of \_\_\_\_, \_\_\_\_.  
32  
33

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

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

\_\_\_\_\_  
Joshua J. Cohen, Mayor

34  
35 **EXPLANATION**

36 CAPITAL LETTERS indicate matter added to existing law.

37 [brackets] indicate matter stricken from existing law.

38 Underlining indicates amendments.  
39

## **Staff Report**

**R-12-12**

### **Maryland Avenue Festivals 2012**

The proposed resolution would authorize vendors on Maryland Avenue in connection with Maryland Avenue/State Circle Association Maryland Avenue festivals. The festivals will take place on three different dates: Spring Festival, April 22, 2012; Irish Festival, June 17, 2012; and Fall Festival September 23, 2012.

All three festivals will be held in the same location: on Maryland Avenue between State Circle and Prince George Street and on Maryland Avenue between Prince George Street and Cumberland Court. Street closures are limited to the two segments of Maryland Avenue identified above. State Circle, Prince George Street, and Cumberland Court will remain open to traffic.

The Maryland Avenue/State Circle Association has requested City Services as follows, for which full cost will be paid by the organizer.

1. Vendors permit for three (3) event days.
2. Posting of no-parking signs and reimbursement of lost parking fees for each of three (3) days.

Prepared by Michelle LeFurge, Special Events Coordinator at [mmlefurge@annapolis.gov](mailto:mmlefurge@annapolis.gov) and Jessica Cowles, Legislative and Policy Analyst in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov)

## FISCAL IMPACT NOTE

**Legislation No:** R-12-12

**First Reader Date:** 4-9-12

**Note Date:** 4-2-12

**Legislation Title:** **Maryland Avenue Festivals 2012**

**Description:** For the purpose of designating dates for the sale of merchandise in the Historic District at the Maryland Avenue Festivals and the reimbursement of full fees to the City for the cost associated with the events on April 22, 2012; June 17, 2012; and September 23, 2012.

### **Analysis of Fiscal Impact:**

This legislation produces no significant fiscal impact.

The Maryland Avenue/State Circle Association will pay all permitting fees including those for temporary structures and electrical connections, which fees have been established to cover inspections and other related costs. Each vendor will obtain a City Vendor's permit and will post an applicable business license.

The loss of parking fees and posting no-parking signs for each of the three days will be reimbursed to the City by the event organizer.

1 CITY COUNCIL OF THE  
2 City of Annapolis

3  
4 Resolution No. R-14-12

5 Introduced by: Alderman Arnett and Alderman Israel

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7 Co-Sponsored by: Mayor Cohen

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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
4/9/12			7/9/12
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	4/9/12		
Rules and City Gov't	4/9/12		

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12 **A RESOLUTION** concerning

13 **A Moratorium on Administrative Approvals of Major Special Events at City Dock**

14 **FOR** the purpose of declaring a moratorium on administrative approvals of major special  
15 events at City Dock.

16  
17 **WHEREAS,** City Dock has been defined as the area of public property bounded by Spa  
18 Creek, Prince George Street, Randall Street, Market Space and Compromise  
19 Street; and

20  
21 **WHEREAS,** City Dock has been declared the civic gathering place of the residents of  
22 Annapolis; and

23  
24 **WHEREAS,** City Dock is in the First Ward but is owned by residents in all eight wards; and

25  
26 **WHEREAS,** City Dock is an increasingly popular site for special events; and

27  
28 **WHEREAS,** high impact special events which pre-empt parking and/or require road closings  
29 have a disruptive effect on nearby residents and businesses; and

30  
31 **WHEREAS,** it is desirable to have a moratorium on administrative approvals for special  
32 events at City Dock to give the City Council the opportunity to enact legislation  
33 concerning special events.

34  
35 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that that there is  
36 hereby declared a moratorium on administrative approvals of major special events at City Dock.  
37

1 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that certain events  
2 shall be considered a major special event where the estimated size, scope or nature of the  
3 proposed event will likely have significant impacts on public services, has multiple permits or  
4 approvals required by the City, involves consultation with multiple city, county or state  
5 departments or agencies, or shall be best served by input from residents and businesses.  
6

7 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that a special event  
8 shall be considered to be major for purposes of this resolution if it meets one or more of the  
9 following criteria:

- 10 - Occupancy of 10 or more on-street parking spaces
- 11 - Expected attendance of 1,000 or more participants per day of the event
- 12 - Road closures of more than one block
- 13 - If the reimbursement for City services is projected to be \$1,000 or more.

14  
15 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the Memorial  
16 Day, Independence Day and Labor Day parades and events are explicitly exempted from this  
17 resolution.  
18

19 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that during the  
20 moratorium, the City Council may approve a major special event at the City Dock where the City  
21 Council concludes that it would be singularly appropriate.  
22

23 **AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that this resolution  
24 shall expire either in one year from the date of adoption or on the effective date should the City  
25 Council subsequently adopt legislation concerning special events.  
26

27  
28 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
29  
30

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

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

\_\_\_\_\_  
Joshua J. Cohen, Mayor

31  
32  
33 **EXPLANATION**

34 CAPITAL LETTERS indicate matter added to existing law.

35 [brackets] indicate matter stricken from existing law.

36 Underlining indicates amendments.  
37

## **Policy Report**

**R-14-12**

### **A Moratorium on Administrative Approvals of Major Special Events at City Dock**

The proposed resolution would enact a moratorium on administrative approvals of major special events at City Dock but allow the City Council to approve a major special event at the City Dock should the City Council conclude that it would be singularly appropriate.

For the purposes of this proposed resolution, a special event shall be considered to be major for purposes of this resolution if it meets one or more of the following criteria:

- Occupancy of 10 or more on-street parking spaces
- Expected attendance of 1,000 or more participants per day of the event
- Road closures of more than one block
- If the reimbursement for City services is projected to be \$1,000 or more.

Prepared by Jessica Cowles, Legislative and Policy Analyst in the Office of Law at [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov) and 410-263-1184.

## HOUSING AND COMMUNITY DEVELOPMENT COMMITTEE

### RECOMMENDATION FOR ACTION

**March 19, 2012**

The Housing and Community Development Committee hereby submits to the City Council the following matter for the action indicated:

Allocation of FY 2013 Community Development Block Grant funding for Capital and Public Service Projects

The estimated total amount available to fund the City's Community Development Block Grant projects for FY 2013 is \$280,110. Of that amount, \$212,110 is the city's FY 2013 estimated entitlement grant from HUD and \$68,000 is from a canceled project. Proposals for capital and community service projects were presented to the Housing and Community Development Committee at a public hearing on February 6, 2012 (proposals are summarized in the attached). At special meeting of the Committee on March 12, 2012, the **Committee voted to recommend the allocation of funds as shown on the attached worksheet.**

**RECOMMENDATION: Approve the Housing and Community Development Committee's allocations of CDBG funds to capital and service projects as voted on March 12, 2012.**

CITY OF ANNAPOLIS  
DEPARTMENT OF PLANNING AND ZONING

Community Development Division  
CDBG APPLICATIONS FY 2013

March 29, 2012

Scenario 2

Allocation	\$212,110
Program Income	\$0
Canceled Projects	\$68,000
<b>Total</b>	<b>\$280,110</b>

ORGANIZATION	DESCRIPTION	REQUESTED	RECOMMENDED
<b>PUBLIC SERVICE PROJECTS</b>			
Light House Shelter	Case Management	\$10,000	\$3,550
AA Co Community Action Agency	Housing Counseling	\$10,000	\$4,000
AA Co Community Action Agency	Annapolis Youth Services Bureau	\$10,000	\$2,200
ARC	Family Support	\$5,000	\$0
Center of Help/ Newtowne CDC	Referral and Information Microenterprise	\$15,000 \$35,000	\$6,000 \$0
OHLA	Referral and Information	\$5,000	\$1,650
OIC	Job Preparation Training	\$20,000	\$9,000
Restoration Community Dev. Corp.	Reconnecting Youth	\$20,000	\$9,000
Volunteer Center	Mentoring Coordination	\$20,725	\$7,000
		<hr/>	<hr/>
		\$150,725	\$42,400
<b>CAPITAL PROJECTS</b>			
ARC	Facility Rehab	\$13,780	\$13,780
Community Health Center	Health Facility Rehb	\$70,000	\$70,000
Arundel Lodge	Facility Rehab	\$20,385	\$20,385
Housing Rehabilitation	Owner Occupied Rehab.	\$200,000	\$133,545
	Subtotal	<hr/>	<hr/>
		\$304,165	\$237,710
	<b>GRAND TOTAL</b>	<b>\$454,890</b>	<b>\$280,110</b>