

NOTICE OF CITY COUNCIL WORK SESSION

The Annapolis City Council will be holding a work session on Monday, January 27, 2014 at 6 p.m.

The work session will take place in the John T. Chambers, Jr. City Council Chambers, located at 160 Duke of Gloucester Street in Annapolis, Maryland 21401 for the quarterly presentation from the Housing Authority of the City of Annapolis.

The public is welcome to attend, but it is not a public hearing. The work session will be television on Channel 34 for all Verizon subscribers and channel 99/100 for all Comcast customers.

**CITY OF ANNAPOLIS
SPECIAL MEETING OF THE CITY COUNCIL
January 27, 2014 7:00 p.m.**

Call to Order
Invocation
Pledge of Allegiance
Roll Call

Mayor Pantelides
Alderman Paone
Mayor Pantelides
City Clerk Watkins-Eldridge

PETITIONS, REPORTS AND COMMUNICATIONS

Reports by Committees
Comments by the General Public

**LEGISLATIVE ACTION
1ST READER – ORDINANCE AND RESOLUTION**

- O-4-14 Lease of City Dock Space to Chesapeake Marine Tours** – For the purpose of authorizing for fiscal year 2020 the lease of certain municipal property located at the City Dock to Chesapeake Marine Tours, Inc. for the docking and mooring of certain boats.

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/27/14	3/18/13		4/25/14
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	1/27/14		
Environmental Matters	1/27/14		

- R-1-14 Honoring Bert Jabin** – For the purpose of celebrating Bert Jabin's maritime legacy in the Chesapeake Bay region.

LEGISLATIVE HISTORY			
<i>Legislative referrals are subject to City Council action at the time of introduction and are reflected in the City Council's adopted minutes</i>			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/27/13			4/25/13
Referred to	Referral Date	Meeting Date	Action Taken
Environmental Matters	1/27/13		

BUSINESS AND MISCELLANEOUS

1. Change in April City Council meeting dates

UPCOMING CITY COUNCIL EVENTS

Regular Meeting: Monday, February 10, 2014 at 7:00 p.m.: John T. Chambers, Jr. City Council Chambers
Work Session: Thursday, February 13, 2014 at 7:00 p.m.: John T. Chambers, Jr. City Council Chambers
Special Meeting: Monday, February 24, 2014 at 7:00 p.m.: John T. Chambers, Jr. City Council Chambers

1 CITY COUNCIL OF THE
2 City of Annapolis

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4 Ordinance No. O-4-14

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6 Introduced by: Mayor Pantelides, Alderman Paone,
7 Alderman Littmann, and Alderman Pfeiffer
8

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
1/27/14	3/18/13		4/25/14
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	1/27/14		
Environmental Matters	1/27/14		

9
10 A **ORDINANCE** concerning

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

12 **FOR** the purpose of authorizing for fiscal year 2020 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
16 **WHEREAS,** the City of Annapolis and Chesapeake Marine Tours, Inc., have entered into a
17 series of leases and amendments, the most recent being O-2-13, to lease
18 through June 30, 2019, certain docking space at the City Dock under certain
19 terms and conditions; and

20 **WHEREAS,** the Annapolis City Council believes that the proposed lease would benefit the
21 City; and

22
23 **WHEREAS,** a lease setting forth details of the rental has been prepared and is considered
24 satisfactory; and

25
26 **WHEREAS,** Article III, Section 8 of the Charter of the City of Annapolis requires the passage
27 of an ordinance to authorize a lease.

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

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

ADOPTED this ____ day of _____, ____.

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

Regina C. Watkins-Eldridge, MMC, City Clerk

Michael J. Pantelides, Mayor

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EXPLANATION

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

LEASE

This Lease is made this ____ day of _____, 2014, 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, 2019;

Whereas, the parties entered into a Lease dated May 16, 2013 for the same purposes to provide for an additional leasing term from July 1, 2018 to June 30, 2019;

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, 2019 to June 30, 2020;

Whereas, the Annapolis City Council has authorized this Lease pursuant to Ordinance - 4-14.

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, 2019, and ending June 30, 2020.

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, 2019, through June 30, 2020, at a rate of \$200.47 per linear foot, for a total amount of rent of \$52,122.20. This represents a 3% per year (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 2013 calendar year. Annual rent shall be invoiced on or before June 1, 2019 by the City Harbormaster, which the Lessee shall pay not later than July 1, 2019. Payment shall be made directly to the City Harbormaster. If the Lessee fails to pay rent by July 5, 2019, the Lessor 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; Severn Exposure, No. 1146892; Raven, No. 1239100; 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, Aldermen and Alderwomen, 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, Aldermen and Alderwomen, 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, Aldermen and Alderwomen, 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 Lessee is required to defend any such actions, causes of action, complaints, claims or demands, the Lessee 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: _____
Michael J. Pantelides, Mayor (Seal)

Lessee

Witness

By: _____
Debbie Gosselin, President (Seal)

Approved for form and Legal Sufficiency:

Gary M. Elson, Assistant City Attorney
Date:

Policy Report

Ordinance O-4-14

Lease of City Dock Space to Chesapeake Marine Tours

The proposed ordinance would authorize for fiscal year 2020 the lease of certain municipal property located at the City Dock to Chesapeake Marine Tours, Inc. for the docking and mooring of certain boats.

The City of Annapolis and Chesapeake Marine Tours, Inc., have entered into a succession of leases beginning in 1972 for the purposes of permitting Chesapeake Marine Tours to lease docking spaces at the 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.

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

1 CITY COUNCIL OF THE
2 City of Annapolis

3
4 Resolution No. R-1-14

5 Introduced by: Alderman Pfeiffer
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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
1/27/13			4/25/13
Referred to	Referral Date	Meeting Date	Action Taken
Environmental Matters	1/27/13		

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9 **A RESOLUTION** concerning

10 **Honoring Bert Jabin**

11 **FOR** the purpose of celebrating Bert Jabin's maritime legacy in the Chesapeake Bay region.

12
13 **WHEREAS,** after serving in the Korean War, the Miami, Florida native Bert Jabin made
14 Annapolis his home and worked at Maryland Shipbuilding in Baltimore before
15 deciding to go into business for himself; and

16
17 **WHEREAS,** starting in 1959, Jabin developed over 20 acres on Back Creek into a major
18 maritime hub that supports over 30 independent marine industries from new
19 boat brokers to fine marine joinery and everything in between, collectively
20 employing over 250 marine industry professionals with a substantial economic
21 impact on the City of Annapolis as well as the local marine industry; and

22
23 **WHEREAS,** Jabin pioneered the concept of large-format marina capacity that encouraged
24 boaters and marine professionals alike to adopt Annapolis as their port of
25 choice to have their vessels moored, serviced and repaired; and

26
27 **WHEREAS,** he helped support the idea of Annapolis as a solid venue choice for racing
28 sailors by promoting the growth of one design sailing by providing low-cost
29 storage opportunities for many classes seeking dry storage and launching
30 facilities; and

31
32 **WHEREAS,** Jabin was dedicated to upholding the value and heritage of the maritime
33 industry to the City of Annapolis as an important and productive economic
34 engine even as pressure mounted to sell the property to non-maritime
35 interests.

36
37 **NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that Bert Jabin's
38 maritime legacy in the Chesapeake Bay region is celebrated and honored.

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ADOPTED this _____ day of _____, _____.

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

Regina C. Watkins-Eldridge, MMC, City Clerk

Michael J. Pantelides, 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

Resolution R-1-14

Honoring Bert Jabin

The proposed resolution honors and celebrates Bert Jabin's maritime legacy in the Chesapeake Bay region.

Starting in 1959, Jabin developed over 20 acres on Back Creek into a major maritime hub that supports over 30 independent marine industries from new boat brokers to fine marine joinery and collectively employs over 250 marine industry professionals with a substantial economic impact on the City of Annapolis and the local marine industry.

Jabin pioneered the concept of large-format marina capacity that encouraged boaters and marine professionals alike to adopt Annapolis as their port of choice to have their vessels moored, serviced and repaired. Furthermore, Jabin was dedicated to upholding the value and heritage of the maritime industry as an important and productive economic engine even as pressure mounted to sell the property to non-maritime interests.

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



City of Annapolis
Office of the City Clerk
160 Duke of Gloucester Street
Annapolis, MD 21401-2535

RCEldridge@annapolis.gov · 410-263-7942 · Fax 410-280-1853 · MD Relay or 711 (text telephone) · www.annapolis.gov

UPDATED – January 22, 2014

MEMORANDUM

TO: Mayor and Alder Persons

From: Regina C. Watkins- Eldridge, MMC
City Clerk

RE: Proposed City Council Meeting Dates Pursuant to City Code Sec. 2.16.010

January 13, 2014
January 27, 2014

July 14, 2014
July 28, 2014

February 10, 2014
February 24, 2014

August - *No Meetings*
(Pursuant to Charter, Article IV, Sec.4.(a))

March 10, 2014
March 24, 2014

September 8, 2014
September 22, 2014

April 7, 2014
(April 14, 2014 Passover)
April 28, 2014

October 13, 2014
October 27, 2014

May 12, 2014
May 19, 2014
(May 26, 2014 Memorial Day)

November 10, 2014
November 24, 2014

June 16, 2014
(MML Conference June 8 thru 11, 2014)
June 23, 2014

December 8, 2014
December 22, 2014